STATE BOARD OF EDUCATION MEETING
April 17-18, 2024
University of Idaho
Pitman Center, 2nd Floor
709 Deakin Avenue
Moscow, ID 83843

Public Streaming: https://www.uidaho.edu/news/ui-live

Wednesday, April 17, 2024 – 9:00 a.m. (Pacific Time)

BOARDWORK

1. Agenda Review and Approval – Action Item
2. Minutes Review and Approval – Action Item
3. Rolling Calendar – Action Item

CONSENT

BAHR

1. FY 2025 Appropriations – Action Item
2. FY 2025 Opportunity Scholarship – Educational Costs – Action Item
3. Boise State University – Collegiate Licensing Company – Agreement Extension – Action Item
4. Boise State University – Online Undergraduate Program Fee Request– AI for All – Action Item
5. University of Idaho – Renewal of Existing Lease – CSI/UI College of Agriculture & Life Science Research & Extension Programs in Twin Falls – Action Item
6. University of Idaho – Renewal of Existing Lease – CSI/UI Admissions Office in Twin Falls – Action Item
7. University of Idaho – Renewal of Existing Lease – UI College of Agriculture & Life Science Agribusiness Incubator in Caldwell – Action Item
8. University of Idaho - Amendment to Master Agreement between University of Idaho and Sitecore USA, Inc. – Action Item
9. Lewis-Clark State College - Foundation Operating Agreement – Action Item

IDE

10. Emergency Provisional Certificate Recommendations – Action Item
11. Request for Approval to Transport Students Less than One and One-Half Miles for SY2023-2024 - Action Item
12. Student Transportation 103% Cap Waiver – Action Item
13. Consideration of Appointments to the Professional Standards Commission – Action Item

UNIVERSITY OF IDAHO BOARD OF REGENTS

UNIVERSITY OF IDAHO COMMUNITY FORUM

1. University of Idaho - Students address the Board
2. University of Idaho - Employees address the Board

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

1. University of Idaho Annual Report

IDAHO DEPARTMENT OF EDUCATION

1. Superintendent's Update – Information Item
2. Board Discussion, Minimum Student Instructional Day Requirements – Information Item

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. FY 2023 Financial Statement Audits – Action Item
2. University of Idaho – Utility Public/Private Partnership – Amended and Restated Concession Agreement – Action Item
3. University of Idaho – Updated 6-Year Capital Project Plan – Action Item
4. University of Idaho – Design and Construction - Addition to the Huckabay WWAMI Medical Education Building – Action Item

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.G. Postsecondary Program Review and Approval – First Reading – Action Item
2. Board Policy III.Q. Admission Standards – First Reading – Action Item
3. Board Policy III.N. Statewide General Education – Second Reading – Action Item
4. Boise State University – Online Master of Arts in Digital Communications Management – Action Item
5. Idaho State University – Doctor of Nurse Anesthesia Practice – Action Item

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

2. Board Policy I.M. – Annual Planning and Reporting - Proposed Revisions – First Reading - Action Item
3. Board Policy I.G. - Conflict of Interest, Proposed Repeal and Relocation to Board Bylaws; Board Policy II.Q. – Conflict of Interest and Ethical Conduct – All Employees, Proposed Revision; Board Bylaws, Proposed Revision – First Reading – Action Item
4. Board Policy V.H. – Audits, Proposed Revision – First Reading – Action Item
5. Board Policy V.W. – Litigation, Proposed Revision – First Reading – Action Item
6. Board Policy VII.A – General Policies and Definitions (IDCTE); Board Policy VII.B – Program Delivery; and IV.D – Educator Preparation and Certification, Proposed Revisions Related to Program Standards Update – First Reading – Action Item
7. Board Policy VII.D. – Idaho Agriculture Education Quality Program Standards, Proposed Revisions – First Reading – Action Item
8. Perkins V Plan Proposed Amendments – Action Item
9. Northwest Nazarene University Request for New Early Literacy Teacher

Certification Endorsement Program – Action Item
10. Legislative Session Update – Information Item

WORK SESSION
INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
A. Strategic Discussion of Board Policy III.Z. Planning and Delivery of Postsecondary Programs and Courses – Information Item

Thursday, April 18, 2024 – 9:00 a.m. (Pacific Time)

Open Forum

WORK SESSION
BUSINESS AFFAIRS AND HUMAN RESOURCES
B. FY2025 Tuition and Fees – Action Item
POLICY, PLANNING AND GOVERNMENTAL AFFAIRS
C. Accountability Oversight Committee Report – Information Item

INFORMATIONAL
BAHR
1. Intercollegiate Athletics – FY 2023 Revenue and Expenses Reports – Information Item
2. Intercollegiate Athletics – FY 2023-2024 Compensation Reports – Information Item
3. Intercollegiate Athletics – FY 2024 Gender Equity Reports – Information Item
4. University of Idaho – Annual Utility P3 Update – Information Item

IRSA
5. Program Progress Reports – Information Item

PPGA
6. Idaho Digital Learning Academy Annual Report – Information Only
7. Strategic Plans – Postsecondary Institutions and Agencies under the Board's Governance – Information Only

ELECTION OF OFFICERS - Action Item

If auxiliary aids or services are needed for individuals with disabilities, please contact the Board office at 208-332-1571. If you wish to speak at Open Forum the deadline to sign up to speak is 9:00 a.m. (PT), April 15, 2024. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to, or after the order listed.

STATE BOARD OF EDUCATION
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BOARDWORK
APRIL 17-18, 2024

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1. Agenda Approval

Changes or additions to the agenda.

BOARD ACTION
I move to approve the agenda as posted.

2. Minutes Approval

BOARD ACTION
I move to approve the minutes for the February 27-28, 2024 Regular Board meeting.

3. Rolling Calendar

BOARD ACTION
I move to set April 16-17, 2025, as the date and the University of Idaho as the location for the April 2025 regularly scheduled Board Meeting.

DRAFT Minutes February 27-28, 2024

STATE BOARD OF EDUCATION MEETING
February 27-28, 2024
Boise State University
Simplot Ballroom
1700 University Drive
Boise, ID 83725

A regular meeting of the Idaho State Board of Education was held at Boise State University February 27 – 28, 2024. Board President Dr. Linda Clark presided and called the meeting to order at 10:30 a.m. (MT).

Present

Dr. Linda Clark, President
William G. Gilbert, Jr. Vice-President
Superintendent Critchfield, Secretary
Kurt Liebich
Dr. David Hill
Cally Roach
Cindy Siddoway

Absent

Shawn Keough

Tuesday, February 27, 2024 – 10:30 a.m. (Mountain Time)

BOARDWORK

1. Agenda Review and Approval – Action Item

Mr. Gilbert asked for approval to move the agenda items for the Idaho Department of Education to the top of the agenda. The request was seconded by Dr. Hill.

BOARD ACTION

M/S (Gilbert / Hill) I move to approve the agenda as amended. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

2. Minutes Review and Approval – Action Item

BOARD ACTION

DRAFT Minutes February 27-28, 2024

M/S (Gilbert / Critchfield) I move to approve the minutes for the December 13, 2023, Regular Board meeting, the December 14, 2023, Special Board meeting, the December 21, 2023, Special Board meeting and the January 9, 2024, Special Board meeting. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

3. Rolling Calendar – Action Item

BOARD ACTION
M/S (Gilbert / Siddoway) I move to set February 19-20, 2025, as the date and Boise State University as the location for the February 2025 regularly scheduled Board meeting. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

CONSENT

BAHR

1. Boise State University – Strength of Youth Housing and Facility Contract for Summer Youth Campus 2024-2026 – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the request by Boise State University to enter into a 3-year agreement with the For the Strength of Youth program as outlined herein. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

2. Boise State University – Eight (8) Undergraduate Certificates and One (1) Graduate Certificate Online Program Fees – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the request by Boise State University to charge an online program fee of $375 per credit for eight (8) undergraduate certificates in Esports, Nonprofit Management, Health and Human Behavior, Foundations of Public Health, Evidence-Based Public Health, and Community-Driven Health Solutions, Applied Emotional Intelligence and Well-being, and Design Thinking for Professional Purpose and Personal Fulfillment, and $560 per credit for the graduate certificate in Organizational Development. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

3. Idaho State University – Ground Lease Extension with Idaho Division of Veteran's Services – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the request by Idaho State University to execute a 25-year long term lease with the Division of Veterans Services for the

property located at 1957 Alvin Ricken Drive in Pocatello at a rate of $4,000 per month with a 5% increase at each 5-year increment of the lease period. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

4. University of Idaho – Amendments to Constitution of the University Faculty, FSH 1520 – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the request by University of Idaho to execute the revisions to Faculty Staff Handbook 1520 Constitution of the University Faculty as noted in the documents attached to this motion. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

5. University of Idaho – Amendments to University Policy - Academic Ranks and Responsibilities, FSH 1565 – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the request by the University of Idaho to execute the revisions to Faculty Staff Handbook 1565 Academic Ranks and Responsibilities as noted in the documents attached to this motion. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

6. University of Idaho - Amendment to Ground Lease between University of Idaho and Palouse Mall LLC – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the Third Amendment to the Master Ground Lease between the University of Idaho and Palouse Mall LLC in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease amendment. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

7. Lewis-Clark State College – Construction Cost Authorization – Clearwater Hall – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to authorize the construction of the first floor of Clearwater Hall by Lewis Clark State College for a cost not to exceed $2.4M, and to further authorize the President or designee to execute such documents and agreements relating thereto. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

IDE

8. Emergency Provisional Certificates – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidates 1-26 as presented above, effective for the 2023-2024 school year only, and pending a cleared background check. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

9. Adoption of Education Testing Service Paraprofessional Assessment Qualifying Score – Action Item

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the request by the Professional Standards Commission to reduce the qualifying score of the Educational Testing Service ParaPro Assessment from 460 to 457. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

BOARD ACTION
M/S (Gilbert / Hill) I move to approve the consent agenda. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

IDAHO STATE DEPARTMENT OF EDUCATION

1. Superintendent's Update

Idaho Career Ready Students (ICRS) Update. The Superintendent shared the following:

- This was a request to the Legislature as a way to support the growing Career Technical Education programs in the state that were outside of federal and state revenue streams.
- There are currently 72,000 students currently enrolled in CTE programs in Idaho.
- Last year Idaho received $45 million in onetime funding via grants to school districts to support students in grades 7-12 who seek CTE programs.
- Programs funded were as diverse as a new meat packing processing class; aquaponics with fish hatcheries; forestry programs.

Board President Dr. Linda Clark said one of the motivators in this program was that a significant number of school districts could not qualify for the federal money because they didn't have the full pathway programs. It is now anticipated that some of these programs could be incubators for those districts to expand their offerings or are they just too small. Superintendent Critchfield said it was hoped that with the help of Dr. Clay Long, Administrator, Division of Career Technical Education, and his team they would be able to tap into other federal and state dollars to grow these programs.

Mr. Liebich expressed his hope that IDE will take the success stories that will come from the students participating in these programs and use that data to inform the U.S. Department of

Education in the hopes of adjusting federal programs to support more of these types of programs.

Graduation Requirements Update. The Superintendent shared that the working group is working to ensure that school districts have local control over what graduation requirements they will be using. This is in addition to the state's obligation which is to provide the minimum graduation standards for all students regardless of where they live in the state. Some of the avenues being considered would be in updating the senior project requirement to adapt that into a college and career readiness project. The working group hopes to have something in place to bring before the Legislature early in the 2025 Legislative session.

Board President Dr. Clark asked if any consideration was being made as it regards the high school dropout rate which is high. Is any consideration being given to developing a non-traditional pathway towards graduation. Superintendent Critchfield said the short answer was yes.

Mrs. Roach said in the past Idaho has been forced into a box because of the US Department of Education's requirements for graduation and wondered if getting them involved in the discussion would be worthwhile instead of doing all this work only to be told that what is proposed will not be allowed. Superintendent Critchfield said that during the recent visit by US Secretary Cardona of the US Department of Education here in Idaho she was able to sit with him for a bit and talk about various issues affecting Idaho and when she mentioned the graduation requirements working group he told her to keep doing what she was doing and he even pointed her to some waivers that are available for states to be able to make some of these changes.

Board President Clark asked if any other states had been successful in embracing a pathways approach to graduation. Superintendent Critchfield said North Dakota has used this path and the most recent state to use a pathways approach is Montana.

SDE Legislative and Budget Update. Superintendent Critchfield said SDE didn't bring big legislative items forward this year because their focus has been on modernizing the budget in a way that aligns with the priorities as set forth by the schools in the state.

Assessment Alignment Update. Ryan Cantrell, Deputy Superintendent, Idaho Department of Education said that after discussions with Board member Kurt Liebich he created an infographic to try and outline the six significant items that IDE are currently working on.

- **Report Card RFP** – the current vendor has communicated that the current platform is no longer going to be available in the years to come so IDE is putting together an RFP to switch over the state report card.
- **IRI RFP** – IDE's contract with iStation is up and every 5-8 years IDE is required to put out to bid for a new vendor. This allows IDE to ask the question, what do they want from the Idaho Reading Indicator Assessment. IDE received almost

2,000 responses from Idahoans who wanted to express their desires for what they wanted from the IRI, and they are using that information to develop the RFP.

- **ISAT RFP** – another significant contract renewal where the main question is what do Idahoans want from their ISAT and how do we measure student learning and student success.
- The other three items are Standards Review, Essential Standards and Graduation Requirements. All six of these work in concert with one another and more information will be forthcoming.

There were no further comments or questions from the Board.

2. SY24-25 Amendment to the Elementary Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA) Consolidated State Plan

Mr. Cantrell said IDE staff conducted a thorough review of the ESEA Consolidated Plan and identified edits that are necessary to ensure that the plan reflects current operational practices under Superintendent Critchfield's administration. Board staff have confirmed that the proposed revisions are minor technical corrections that do not require public comment.

BOARD ACTION

M/S (Critchfield / Roach) I move to approve the 2024-2025 Amendment to the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act (ESSA) Consolidated State Plan as provided in Attachment 1 and authorize the State Superintendent of Public Instruction to submit the amendment request on behalf of the State Board of Education. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

There were no comments or questions from the Board.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

1. Boise State University Annual Report

Dr. Marlene Tromp, President, Boise State University, gave the annual report to the members of the Board. She shared the following.

- BSU serves 32,000 students each year producing graduates in fields such as cyber security, manufacturing and snow and water science.
- BSU serves students from 43 of 44 counties in Idaho.
- BSU has increased scholarships to help Idaho's brightest students. Scholarships are awarded to Idaho students based on need and merit and is renewable for all four years of their degree.
- BSU has been doing online degree programs for 30 years and online students make up a quarter of all degrees awarded.

- For Health Care Professionals who already possess an associate degree, BSU offers a BS in Advanced Medical Imaging, nursing, respiratory care, public health and public relations.
- BSU offers Veterans the TAP award. This award picks up where the GI bill ends helping veterans cover the full costs of attending college.
- BSU has the highest retention rate among 4-year Idaho public institutions for the last 5 years with over 41,000 students completing their degrees in the last 10 years.
- In just 5 years BSU's Esports program has earned four national championships, national player of the year, program of the year and coach of the year. This program may indirectly be critical in recruiting young males to enroll at BSU, where a 2% increase in male student enrollment just this year has been seen.
- Seventy-one percent of BSU undergraduates stay and work in Idaho.
- In 2023 BSU faculty set a record for bringing in research awards to the amount of $91 million dollars. This amount included a $6 million grant from the USDA to bring locally produced foods into school lunchrooms across the country. That is BSU's largest sponsored project to date.
- BSU has one of the largest faculties who specialize in 'snow science' of any University in the country. This is an incredibly important program since winter snowfall is responsible for 71% of Idaho's water supply.

Mr. Gilbert asked for an update of what could be expected from BSU in the next 5-10 years as BSU focuses on instate students vs. out of state students. Dr. Tromp said several initiatives have been initiated such as program prioritization review eliminating 33 low performing programs. In addition, data shows that students from metro areas continue to enroll in greater numbers. BSU is still focused on growing the student numbers in rural areas, male students, and first-generation students. Further, BSU sees that programs have to evolve to serve professional needs in the state and a focus will be placed on in-demand careers such as STEM field careers in Health Sciences, Natural Sciences and Engineering.

President Clark asked what was the reduction in staff that was necessary to balance BSU's budget. Alicia Estey, Chief Financial and Operating Officer, Boise State University, said it was 25-30 vacant positions they elected not to fill, and then the program eliminations.

Mr. Liebich asked for a projection of upwards of 5 years for on-time graduation rates; for every student who leaves school without their degree it is a huge lost opportunity for the student and our institutions. Dr. Tromp said many of BSU's students are working and have families so it would be unrealistic to think that BSU can reach 91% graduation rate especially since many of these students are piecing their degree out over many years, which should still be seen as a success.

Mrs. Roach wondered how BSU differentiates themselves from the other institutions in Idaho as it relates to areas of expertise. Dr. Tromp said one way that BSU is really striking out is through semiconductor development, expanding the material science engineering program. One of BSU's public health programs, the social work program, has been ranked one of the top in the country. Dr. Tromp offered to create for the Board members a document that would outline some of the areas that show how BSU differs from the other institutions in the state.

Mrs. Roach asked about the agenda item being brought forward today where BSU is seeking permission for a new Ph.D. program in engineering which did not go through the program prioritization process, and she wondered why that was. John Buckwalter, Provost, Boise State University, said the proposal before the Board today did not go through the program prioritization process because that is for existing programs. However, it did go through a process of evaluation both internally and with external evaluators that looked for demand and interest from workforce partners.

Mr. Gilbert asked what BSU saw as the optimal mix of instate and out of state student numbers. Dr. Tromp said that optimum mix is really more about Idaho's workforce and what their needs are. For instance, even if every man, woman, and child in the US was trained we could still not cover the demand for cyber security jobs. It is also imperative to keep growth gradual and steady so when the plateau does come they will be fiscally responsive to that change in demand.

Dr. Hill asked if BSU had a strategy for closing the gap in graduation rates for Hispanic students and rural students. Dr. Tromp said the provost's office, the student affairs office and the enrollment management office are all working towards finding a solution as to how to get more Hispanic and more rural students across the finish line. One of the simplest ideas has been to ask the students directly what programs or services will help them be academically successful, which in some cases has allowed the students to redesign higher education that works for them.

There were no further comments or questions from the Board.

At this time the Board took a 15-minute break returning at 12:26 p.m. (MT).

2. BSU's Educator Preparation Program (EPP) Update

Boise State University's Educator Preparation Program is a Board-approved educator preparation program for certification purposes. Dr. James Satterfield and Dr. Jennifer Snow, reviewed the College of Education's EPP program with the Board. They shared the following:

- The College of Education has 5 departments; 31 Educator preparation programs; 19 clinical faculty; 59 faculty members; 214 initial program completers in 2023; 75 advanced program completers in 2023.

- Program Innovation and Continuous Improvement includes Early Childhood Program Administration and Leadership courses; AI in Education and Career Technical Education (CTE) teacher preparation which is the first of its kind in Idaho offering a master's in teaching in CTE and a Cybersecurity CTE degree-based teacher preparation program.
- Founded in 2014 the College of Education just passed its accreditation visit and earned full renewal of their accreditation with no areas for improvement and no stipulations.

Board President Dr. Clark asked if the teacher preparation programs address teacher preparation in reading and math and classroom management. Dr. Satterfield said yes, the College of Education was allocating resources to helping teachers with all of these areas. Dr. Snow highlighted the Science of Reading that has been a major focus of the College of Education which has been recognized as a state-approved dyslexia professional development provider. They are actively developing a three-credit series on identification, instructional strategies, and assessment in service.

Mr. Liebich made a comment wondering if the Board was striving enough to generate enough teachers that are actually going to meet the educational needs in Idaho, and he wondered how big the gap was between the need and the number of students training to become teachers. His second comment was to discuss the disconnect in terms of the population of Latino teachers that are out there since 13 to 15 percent of our student population identify as Latino and wondered what is being done to train more teachers from the Latino community. Superintendent Critchfield said it's time to look beyond the Treasure Valley and into our rural areas for teachers. If we look at the districts who sought emergency certifications we find it everywhere even in the largest school districts, so the need for teachers is great. We are still seeing the fallout from the vast number of teachers who retired after covid, or teachers who entered the profession only to leave after three or four years to pursue jobs with higher pay.

Dr. Satterfield added to the discussion by saying that an avenue that BSU is using to recruit teachers through the TRIO program which allow them to encourage and recruit young teachers into the profession. One of the ways they are doing this is in trying to change the narrative around becoming a teacher and showing young people what a difference they can make in a student's life. TRIO Teacher Prep is a high impact academic support unit designed to enroll, serve, and graduate 125 first-generation students, limited income students, and/or students with a documented disability into the teaching profession.

There were no further comments or questions from the Board.

WORK SESSION
INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

DRAFT Minutes February 27-28, 2024

A. Strategic Discussion of Board Policy III.Z. Planning and Delivery of Postsecondary Programs and Courses

Mrs. Roach shared that Board Policy III.Z Planning and Delivery of Postsecondary Programs and Courses was originally adopted by the Board in August 2003, to "ensure Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment, collaboration and coordination of programs." The policy aimed to "optimize the delivery of academic programs while allowing the institutions to grow and develop consistent with an appropriate alignment of strengths and sharing of resources." The policy provided a critical framework to support the Board in meeting its constitutional and statutory oversight responsibilities by requiring appropriate levels of planning and accountability of postsecondary educational programming.

In Fall 2023, the Board President established a Working Group comprised of four Board members to closely examine Board Policy III.Z. and determine if further amendments should be made to the policy, particularly related to Designated Service Regions and Statewide Program Responsibilities.

Five institutions proposed maintaining statewide responsibilities as currently established in Board Policy III.Z. and recommended the Board do more to ensure institutions are actively meeting their statewide responsibilities, including conducting the bi-annual review as required by the policy. Six institutions recommended maintaining designated service regions as they currently exist or with some minor modifications to account for population growth. Two institutions proposed the Board establish a time-limited, first right of refusal process for program proposals outside an institution's designated service region to allow for a speedy response to workforce demand without creating high-cost inefficiencies and undermining systemness. Seven institutions expressed opposition to the idea that institutions be given the ability to offer General Education courses anywhere in the state.

Based on feedback from the institutions and input from Board staff, the Working Group drafted a set of potential recommendations related to Board Policy III.Z. and determined to bring these draft recommendations to the full Board for a Work Session discussion at the February 2024 Board meeting.

Dr. Hill added that in front of the Board members was a paper, which he emphasized was meant to provoke discussion. As the Board's responsibility is to the people of Idaho via oversight over the four-year college and four junior colleges and also K-12 this review needs to be seen as a system level discussion, not an individual institution discussion.

Dr. Hill said, "the Board has the oft-stated goal of access and affordability for all Idahoans irrespective of where in the state they might choose to live." So based on the discussions held with the various institutions Dr. Hill said Policy III.Z. should be a

mechanism for managed competition that steers the course between two extremes, the extreme of open competition and the extreme of over managed. The Board's fundamental functional problem is to build a system with enough rules that people know how to behave broadly but has enough flexibility that the Board and the institutions can use judgement to make sure we don't collapse innovation.

Further, the role of community colleges needs to be considered in this context. Community Colleges are inherently local institutions, supported by local taxation and overseen by locally elected Boards. In that sense their service region should be identical to their taxing district. They should not encroach on the service areas of other Community Colleges, even with online delivery. Community Colleges are occasionally asked or desire to deliver applied baccalaureate degrees in their region, as allowed by state law. The justification for these degrees is most often expressed in terms of high demand or high need (workforce need) and thus should be specifically addressed in this policy.

Mr. Gilbert said Policy III.Z. states that specific degrees are to be reviewed every two years but that has not been done consistently. When an institution brings forward a program that is similar to another institution's program these programs need to be reviewed every two years.

Mr. Liebich said he did not feel Idaho was a big enough state to have redundancy across the system in certain areas. Far better to be mission focused as it relates to degree programs. However, if a local business wants to partner with a local institution they should be able to do that, and we shouldn't be creating natural barriers to that.

Dr. TJ Bliss, Chief Academic Affairs Officer, Idaho State Board of Education, made a couple of clarifying comments. Via Board Policy III.I. the Board approves the missions of the institutions, and those missions are in the Board's strategic plan which is reviewed every year.

Dr. Bliss said the final paragraph of Board Policy III.Z. says if an institution is approached by a company and wants to enter a contract with them to offer professional development particularly in someone else's region they just have to notify that institution. The policy encourages them to cooperate, but it does not require them to.

Superintendent Critchfield expressed a concern that perhaps the policy as written years ago is no longer a good fit. She expressed support for the notion that whichever institution is approached by a community business partner to develop particular training courses they will work together to do what is best for the community and the students of Idaho. This collaboration should go a long way in meeting the workforce needs of our state.

Mr. Liebich echoed his agreement with a managed coordinated competition approach especially in areas where we need more students obtaining degrees such as in nursing, and teacher preparation.

Dr. Hill then proposed that the Board members review the tentative proposal as recommended by the working group and bring back any questions they might have tomorrow when the Board meeting continues. They were:

- In each case, designate one institution as the coordinator for statewide programs. (Note: not leader, controller or other supervisory description).
- Create a coordinating committee with co-chairs, Board Member, and the appropriate Dean from the coordinating institution.
- The committee would be charged with developing a statewide multiyear plan for adoption by the Board.
- The Board would then seek legislative approval and attempt to fund the plan.
- The committee would be staffed (minutes, organizational meetings etc.) by the coordinating institution.

The Board recessed for the day at 2:00 p.m. (MT).

Wednesday, February 28, 2024 - 10:25 a.m. (Mountain Time)

Board President Dr. Linda Clark reconvened the meeting at 10:25 a.m. (MT).

EXECUTIVE SESSION – (Closed to the Public) - Action Item to go into Executive Session - No action taken in Executive Session.

M/S (Gilbert / Hill) I move the Board

1. **Go into Executive Session pursuant to Idaho Code § 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.** A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

The Board moved to Executive Session at 10:26 a.m. (MT).

BOARD ACTION
M/S (Gilbert / Roach) I move to go out of Executive Session. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

The Board returned from Executive Session at 10:44 a.m. (MT).

Board President Dr. Linda Clark stated that the Board concluded its discussion and took no action on the matter discussed.

Wednesday, February 28, 2024 – 10:44 a.m. (Mountain Time)

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

3. Association of Public and Land-Grant Universities (APLU) greeting

Dr. Mark Becker, President, Association of Public and Land-Grant Universities (APLU) addressed the Board. He shared the following:

- The APLU traces its roots in higher education back 1862 with the Morrill land grant act.
- While the nation was at Civil War President Lincoln signed into law a bill which ceded Federal lands to the states and territories, for the purposes of public higher education and particularly public higher education for the education of the common man in Agricultural and Mechanical Arts.
- In 1862 Senator Justin Morrill proposed to the United States Congress that the President create Universities across the country for the purpose of supporting the economies and well fare of our national wellbeing.
- In 1871 twenty-nine of the land grant universities met for the first time in Chicago and started to work together for the common good.
- In 1889 the University of Idaho became Idaho's land grant institution through the Morrill act. Idaho became a state in 1890.
- The APLU was created in 1896 and was known then as the National Association of State Universities.
- There are now 250 member Universities in the system.
- While BSU is not a land-grant university it does have designation as a research university carrying the Carnegie classification which identifies those institutions that are either research one or two schools. To be eligible for membership into the APLU you must be a research one or two school.
- The APLU governs schools in the United States, Canada and Mexico and represents 5.3 million undergraduate students, 1.4 million graduate students, 1.3 million faculty and staff and members award over 1.4 million degrees per year.
- As a collective members conduct 61 billion in externally sponsored research in a year.
- The APLU is an advocacy organization representing the interest of members in Washington, DC working with the US Congress, US Department of Education, the Department of Agriculture, National Science Foundation, National Institutes of Health, and many others.
- At its national meeting, held this past November, the APLU recognized Boise State with their degree completion award. In 2013 the APLU created this award for those universities who made tangible real progress towards increasing graduation rates and reducing the number of students who are unnecessarily leaving college without their degree.

Mr. Liebich said it seemed that across the country higher education's reputation has been damaged and what was the APLU doing to address this narrative. Dr. Becker said he is aware of the mainstream media's spin on this topic, unfortunately their reporting is not based on facts. In the recent edition of the Chronicle of Higher Education, results of fieldwork and surveys show that the vast majority of Americans actually believe there are some things our universities do quite well such as research. Recently, in Utah, the public higher education institutions came together and presented their case to the citizens of Utah about the value they bring to the state both in terms of economic benefits as well as to the graduates.

There were no further comments or questions from the Board.

OPEN FORUM

Mr. Dunkley, of Dunkley Music addressed the Board. *"I am Mark Dunkley of Dunkley music here in Meridian and all of Southern Idaho. Thank you board for letting me speak to you today. We have served the community for 74 years. My concern is not just my concern but the concern of other companies in Idaho that have contacted me.*

My concern is about the Odyssey program. The old Odyssey program was working well for us and for our students and parents that we have helped with musical education. When they switched, just at the beginning of this year, to a new platform no advanced notice was given to us and chaos and hardship for both vendors and consumers occurred and let me explain. The new platform requires every item to be shipped. This causes additional cost. We want to see the customers in our store so we can help them, train them, give them the education on the product and create the correct product for them to use. This also causes the product to be inflated in price that gives the parents the idea that we are inflating our prices and are not competitive because we have to add on freight to somebody that lives a mile away that could come in our store they could pick it up and sometimes that freight charge can be $100. That is our tax money that is being wasted. It discriminates against the local dealers who can perform personal service and personal education instruction to the customers.

Odyssey should consider allowing well established vendors with approved items to offer a will call or pickup option. The new program has also made it very difficult to add products onto the website and made it very difficult for parents to navigate. Dunkley music also has not received payment for things that have been approved by Odyssey that were billed in 2024. One thing that could help out the vendor, the dashboard could have a help option, there could be a chat function and an FAQ section as well. We have not signed up for the current platform because it has caused our reputation with our customers to be tarnished and that's just not worth it to me. We have customers and vendors frustrated. The program we would like to be a willing participant in helping to

solve the problem we would love to be a vendor representative to help whoever we need to.

We're here to help with the musical education of the of the people in Idaho and we've done that for 74 years and we want to continue. We want local people to be able to help local people and not have to have outside vendors coming in and shipping things to people that they're not aware of for instance if a person wanted a violin what size of violin do they need. They need to be fitted personally and if an outside vendor if they require a four violin or full-size violin that might be the wrong size so there are many things that can happen with an individual music store or with local vendors helping out to the musical department. Thank you."

BOARD OF TRUSTEES – BOISE STATE UNIVERSITY

1. Boise State University Students address the Board

The following students addressed the Board. They were Cheyon Sheen, ASBSU President, Jason Holman, ASBSU Vice President, Calvin Doerr, Alejandra (Ally) Almaraz, Nicolette Missbrenner, and Zackery Tallman.

Dr. Hill asked if any of the students had used the math learning center here that just received an award from the APLU, and if so how did it help them. One student said he has used the math learning centers and tutoring services since he transferred into BSU and he felt they were extremely helpful in getting him to develop the basic foundational understanding of math that he needed for his engineering degree. Jason Holman said he always struggled with math, but the math center helped him go from barely passing pre-algebra to passing calculus this past semester.

Mr. Liebich said one of the things the Board was concerned about is the mental health of the student population as we are still coming out of the covid pandemic. He asked if the students felt they had the support they needed to deal with any mental health issues. The students felt that BSU does a great job of informing students of the programs in place to help them if they need services. There are posters scattered across campus, regular emails sent to students telling them about the services available. In addition, there are mental health rooms available for students to practice yoga and deep breathing. It was shared that it can take upwards of 4 weeks or more to get an appointment with a counselor so providing more counselors would be helpful.

Superintendent Critchfield asked what kind of advice would they give to incoming freshman. The students said to get more involved in the things that interest you immediately. They agreed that getting involved and being willing to try new opportunities opened avenues for their futures they did not think possible. Joining in is also a great way to meet new people and make new friends. And above all else enjoy your college experience; get more involved in campus activities and clubs.

Board President Dr. Clark asked if any of the students had taken advantage of dual credit courses while in high school and if so how many units did they begin college with. The answers ranged from one credit to 20 credits. Some of the students said that in some of their schools they did not get much information on higher education and what dual credit courses could do for them.

Mrs. Roach asked the students why they chose Boise State, and she asked if any of them received scholarships or financial aid. One student mentioned that they received the Presidential Scholarship which covered most of their tuition, other scholarships happened along the way and they also had financial aid which allowed them to go to BSU for free and they will graduate with no student debt. Another mentioned it was the connections between the faculty members and members of the business community that helped them make the decision to attend BSU. One student shared that they have now had two NASA ISGC internships, higher education research fellowships and been involved in research on the campus for the past two and a half years. Another shared that being a Boise native they were well aware of how much BSU does for the local community and state.

Dr. Hill asked the students about the financial burden they will be graduating with and how do they reconcile that burden with their career path. A nursing student said she felt that her education would eventually pay for itself, and she intended to stay in Idaho after graduation. Jason said the connections he's been able to make through the College of Business will absolutely make his college debt worth it. He felt privileged to receive two internships just because of those connections and he has a third internship coming soon all because of his professors.

There were no further comments or questions from the Board.

2. Boise State University Employees address the Board

   The following BSU employees address the Board. They were:

- Dr. Lindsey Turner, Director, Center for School and Community Partnerships,
- Research Professor, College of Education
- Dr. Susan Shadle, Vice Provost for Undergraduate Studies, Distinguished Professor of Chemistry and Biochemistry
- Dr. Anthony Perrenoud, Chair & Associate Professor, Department of Construction
- Management, College of Engineering
- Dr. Dan Lamborn, Executive Director, Institute of Microelectronics Education and Research
- Mark Wheeler, Dean Extended Studies
- Kelly Myers, Associate Dean for Undergraduate Education and Student Success in the College of Arts and Sciences

- Lauren Oe, Senior Associate Dean of Students

Mrs. Roach asked for some data concerning the online students who attend BSU. Are they local students or does BSU serve students from across the country. Mr. Wheeler said a little over 40 percent of the students are from Idaho and the rest come from all over the country including some students who are active military and stationed all over the world. Mrs. Roach asked if the 40 percent of Idaho students were in more remote locations where they didn't have easy access to the campus. Mr. Wheeler said for the most part the students are spread evenly through the state. There are many students who are local who need the flexibility that online courses give them since they work full time and do not have the time to come to the campus.

Mrs. Roach asked for a glimpse of how many dual credit students there might be. Mr. Wheeler said there are currently 7,000 dual credit students enrolled each year most of whom are remote learning. Data does show that those high school students who take dual credit courses through BSU tend to succeed at BSU and graduate on time.

Mr. Gilbert asked Dr. Perrenoud if there was a particular pathway that's been created across the state between the 2- and 4-year institutions where they work together to help the students transition from school to school especially as it relates to the trades. Mr. Perrenoud said he has been working with North Idaho College and College of Southern Idaho who have recently had an associate degree in construction management be approved which will give more students the opportunity to get construction education in their regions that will then funnel into BSU. Dr. Perrenoud is currently working with the national electrical contractor's association on a research project on how mega projects impact labor markets. There is a large mega project going on here in the valley and labor is going to attract electricians within the industry which is a huge part of the construction management program. BSU is not a trade school but many people in the trades come to BSU to gain the project management skills necessary to be leaders within their industries.

Dr. Lamborn said the field of semiconductor manufacturing is really complex. There are layers were expertise needs to be utilized in the manufacturing process that includes people who had their Ph.D.'s, their master's and their bachelor's in science and engineering or even in finance business management, supply chain management, factory technicians, etc. It is interesting to note that looking at graduate data over half of the graduates each year started as a transfer student.

There were no further comments or questions from the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Amendment to Board Policy – Section V.T. Fee Waivers – 2nd Reading

Mr. Gilbert said this was a second reading of Board Policy V.T. After the December 2023 Board meeting and after close consultation with veteran coordinators from

covered institutions, staff confirmed this policy modification would assist the veteran coordinators in working with veterans and their dependent students to continue their education through degree completion. There were no changes between the first and second readings of this policy.

BOARD ACTION
M/S (Gilbert / Roach) I move to approve the second reading of proposed amendments to Board Policy V.T. Fee Waivers, as presented. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

There were no comments or questions from the Board.

2. University of Idaho – IPv4 Litigation

The Board met in executive session to discuss resolution of litigation between University of Idaho and a private entity. State Board policy V.W.2. requires prior approval and authorization of the Board for an institution to initiate legal action with respect to any matter in which the amount in controversy exceeds $200,000.00.

BOARD ACTION
M/S (Liebich / Siddoway) I move to approve the initiation of legal action and to authorize the President of the University of Idaho, or the President's designee, to initiate the legal action under the advice and guidance of the University's legal counsel and in substantial conformance with the terms presented to the Board, along with such other documents necessary to carry out the terms of the legal action. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

4. Consideration of BYU-I - New EPP Literacy Endorsement Program

Kathleen Shoup, Teacher Education Preparation Coordinator, Idaho State Board of Education, shared that in academic year 2022-23, a work group was formed to create the Idaho Standards for Educator Preparation Providers and the Educator Preparation Program Approval Guide. These two documents were approved by the State Board in 2023. Brigham Young University – Idaho (BYU-I) is the first Educator Preparation Provider to submit a new program application for review and consideration by the State Board. A review team was assembled and reviewed BYU-I's K-12 literacy program application on January 11, 2024. Board staff facilitated the review. The review team concluded the review on January 11, 2024, and recommended BYU-I's K-12 literacy program application be approved.

The approval of the new program application would allow BYU-I to offer a K-12 literacy endorsement as a 20-credit endorsement option. The disapproval of the new program

application would not allow BYU-I to offer a K-12 literacy endorsement as a 20-credit endorsement option.

BOARD ACTION
M/S (Liebich / Siddoway) I move to approve the request by the Office of the State Board of Education's review team to approve Brigham Young University - Idaho's twenty (20) credit K-12 Literacy Program. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

There were no comments or questions from the Board.

6. Division of Career Technical Education Annual Report

Dr. Clay Long, Administrator, Career Technical Education, reviewed the annual report for the Board and said his presentation today was intended to drive conversation and discussion as he goes through some of the data elements. He shared the following:

- There has been a 35% increase in total programs offered over the last five years.
- There are 145 local education agencies participating, 72% of those in rural areas.
- There are 15 career technical centers with 20,631 student enrolled.
- 71% of all high school students take CTE courses.
- 2,394 CTE diplomas were awarded between 2022 – 2023.
- 94% of CTE concentrators graduated from high school compared to only 80% who did not take any CTE courses.
- 48% of high school CTE concentrators went on to college compared to only 42% of all Idaho high school graduates.
- 1,708 students have been awarded certificates and degrees, a 2% increase in five years.
- 93% of technical college completers found jobs, continued their education, or went into the military.
- 71% obtained employment related to their CTE training.
- 5,100 student enrolled and nearly 3,200 FTE in certificate / degree programs.
- There are 215 active programs in the state.
- 95,675-year end credits have been awarded.
- There was an 11% increase in one year for the number of students going to workforce training centers (WTC).
- That is a five-year average of over 47,000 WTC enrollments.
- For Adult Education 44% of students are ages 25-44
- 85% of GED test takers did not finish high school due to personal or academic reasons.
- Idaho's GED pass rate is 80% - the national rate is only 69%.
- For many students the highest grade completed is the 10th grade.
- 32,000 unique students earning 115,000 microcredentials.

Dr. Long shared that in April he will be back with a first look at IDCTE's Strategic Plan. He will also have a revised 4-year plan where CTE will be reviewing all 56 of their programs.

Board President Dr. Clark asked if there was a breakdown for the number of males enrolled versus the number of females enrolled in CTE courses. Dr. Long said he would get that data to the Board.

Mr. Liebich asked if there was something in Board policy or statute that prevents a student from continuing on without having their GED. Dr. Long said Idaho currently uses the GED test but other tests can be utilized. Mr. Liebich said if the state wanted to allow adults to earn a high school diploma by taking CTE courses that would be a totally different approach and pathway. Dr. Long said he would do some more research and find out what the number of students might be and see if the new legislation that came forward this legislative session was for those students who have aged out of the system.

Dr. Hill said he totally sees the vision as Clay outlined it here today, but he wondered who owns the vision and who will drive us to the end game. Mr. Freeman said he has been in discussions with Dr. Long, Dr. Clark and Superintendent Critchfield and they feel that they can be an informal data governance council that would make those decisions around capacity, both human capital capacity and financial capacity, and the needs associated with that, to help frame that vision.

Dr. Long said after his Inspire Ready presentation last October he received questions regarding CTE's teacher certification program and the trend of those pieces. In fact, he made a presentation to JFAC (Joint Finance Appropriations Committee) and they are recommending the positions that CTE requested, three of those being regional teacher educators, that will help deliver course work but also the mentoring piece that is important to the success of new teachers.

Board President Dr. Clark asked for a sense of the struggles in finding CTE teachers or people willing to move into CTE teaching and what will it take to increase those numbers. Dr. Long said they don't track positions at the district level to see if the jobs are being filled, they look at if a program isn't able to operate.

There were no further comments or questions from the Board.

At this time the Board took a 30-minute break returning at 12:50 p.m. (MT).

5. Workforce Development Council LAUNCH Report

Wendi Secrist, Executive Director of the Workforce Development Council, gave an update on the LAUNCH program to the Board. She shared the following:

- The legislation to create the Idaho Launch Grant Program went into effect on July 1, 2023.
- Launch's application program was ready by October 2023.
- By November 30th they had received over 11,500 applications from students across Idaho.
- Initial grant awards were made in December of 2023.
- As of February 26, 2024, they have received a little more than 13,000 applications.
- Females applied at a higher rate than male students by 5%. However, this was a smaller gap than is seen in those applying for other scholarships, which suggests that more males have actually applied to this grant award than for other award programs.
- About a thousand students have not completed their application. Work is ongoing to have college and career advisors in local school districts work with these students and to encourage them to finish their application.
- The application deadline is April 15th, 2024.
- Launch is available to public, private, and homeschool students, students in tribal schools, and those getting their GED.
- Of students applying to credit granting institutions: 1,160 or 10% are applying for certificates rather than the traditional degree.
- The largest number of applications received are from students interested in fields such as Health Care Technicians, Nursing, Business Administration, Engineering, Biological Sciences and Teaching.

Board President Dr. Clark expressed surprise that the number of students applying from tribal schools was so low (7 applications). Ms. Secrist said data analysis is ongoing to determine what the factors are for such a low number. For instance, if a student marks Hispanic but they are also a tribal member Hispanic takes precedence over everything, so more analysis is necessary to look at these numbers.

Mr. Gilbert said it was very likely that funding for this program will be oversubscribed and wanted to know what the mechanism is to prioritize who is awarded a grant, knowing that the priority is in demand careers first. Ms. Secrist said statute required Workforce Development to use either job openings or growth rate to determine in demand careers. This equates to careers with 50 or more job openings. This data is coming from the Idaho Department of Labor statistics.

There were no further comments or questions from the Board.

7. Middle Grade Math Work Group Recommendations

Alison Henken, K-12 Accountability and Projects Program Manager, Idaho State Board of Education, led the Board through the recommendations.

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The Math Work Group was chaired by Board President Dr. Linda Clark and included twenty (20) other individuals from across Idaho, including representatives from the State Board of Education (Board), State Department of Education (Department), Division of Career Technical Education, STEM Action Center, higher education math experts, and K-12 educators from district and school administrators to math teachers. The work group met six (6) times as a full group and subgroups met three (3) to five (5) additional times to delve more deeply into their specific areas of focus. The subgroups included: Educator Effectiveness, Special Initiatives, What's Not Working, What's Working, and Statute. During full group meetings, the Math Work Group reviewed math achievement data and specific data pulled based at their request, discussed success and challenges, and developed actionable recommendations to present to the Board.

The following are highlighted recommendations from the Math Work Group's Report.

Educator Effectiveness

Priority Recommendation

- The Board, Department, and Regional Math Centers should work together to develop professional learning pathways for educators to increase their mathematical knowledge for teaching. Consider use of micro-credentialing within the pathways and adjust renewal requirements and/or processes to support implementation and incentive educator preparation.

Other Highlighted Recommendation

- Create a Math Educator Preparation Work Group to 1) identify changes needed to ensure educators develop sufficient mathematical knowledge for teaching during preparation, and 2) review the approach currently used to fund the Idaho State Department of Education, and, if applicable, make recommendations for improvement.

Standards, Curriculum, Instruction, and Assessment

Priority Recommendation

- Engage a work group to develop a K-12 Comprehensive Math Plan and set a five-year update cycle.

Other Highlighted Recommendations

- Department should adjust the process for review of math curricular materials to provide more specific guidance regarding which materials are most aligned to the Idaho Math Instructional Framework and which should be avoided.

STEM and CTE Integration

Priority Recommendation

- Build a cross-agency collaboration between the Board, Department, CTE, STEM Action Center, Workforce Development Council, and the Regional Math Centers to create and implement a campaign to address math culture in the state.

Other Highlighted Recommendations

- Department should capitalize on existing, successful professional development structures within the STEM Action Center and CTE to provide expanded, integrated math training content.

Idaho Statute

Priority Recommendation

- Update Idaho statute to align to key recommendations in this report. Promote the development of budgets that will support state and LEA efforts to improve math achievement.

Board President Dr. Clark asked if the recommendations brought forward were where the group wanted to be when they began meeting. Ms. Henken said yes, and the group realized they have systemic issues that need to be dealt with and included the establishment of a math educator preparation work group as well as the continued work of this math workgroup in their recommendations.

Mr. Liebich wondered how much of this problem is a curriculum problem on top of an educator confidence problem where teachers just are not comfortable teaching math. Board President Dr. Clark said its true we haven't identified a strong math curriculum as we did in reading. Superintendent Critchfield said along with a curriculum review there needs to be better teacher preparation in how to teach math, and in being comfortable doing so. A lot of work needs to go into reframing the narrative that, "*I'm not* a math person", into "*I am* a math person."

There were no further comments or questions from the Board.

For a comprehensive review of the Math Work Group findings please go to //efaidnbmnnnibpcajpcglclefindmkaj/https://boardofed.idaho.gov/meetings/board/archive/2024/022724/03%20PPGA.pdf

BOARD ACTION

M/S (Liebich / Siddoway)) I move to adopt the Math Work Group recommendations outlined in Attachment 2. A roll call vote was taken, and the motion carried 7-0. Shawn Keough was absent from voting.

IDAHO DEPARTMENT OF EDUCATION

3. Idaho Teacher of the Year

Superintendent Critchfield then introduced Idaho's Teacher of the Year, Trent Van Leuven. Mr. Van Leuven was selected from over 300 nominations and 70 applicants. He started his teaching career as an agriscience instructor at the West Ada School District in 2009 before moving on to teach career technical education subjects at

Mackay Jr./Sr. High School in 2014. He is the President of the Mackay Education Association and Chairman of the State and Federal Lands Committee of the Idaho Farm Bureau. He was the 2014 recipient of the National NAAE Ideas Unlimited Winner award and the 2008 recipient of the Platinum Award for Regional Dairy Challenge Event in California. He was also named National Agriscience Teacher of the Year from Region 1 in 2017. Van Leuven will serve as Idaho's 2024 Teacher of the Year and will be Idaho's nominee for National Teacher of the Year.

Mr. Van Leuven then addressed the Board sharing that he felt we are in the golden age of CTE in the state of Idaho which was propelled by initiatives like the Advanced Opportunities, the emphasis placed on comprehensive local needs assessments by Idaho, the Idaho career ready schools' program, Idaho Launch, the teacher apprenticeship program, career ladder investments and so many other initiatives. This proactive planning sets Idaho apart.

Mr. Van Leuven spent a minute expressing his concern over the challenges of teacher recruitment and retention which he sees especially in small schools. He shared that at his school, Mackay High in the last 10 years they have had, on average, a new science teacher every other year. Some of the factors that contribute to such high turnover is housing, teacher salary, retirements, benefits, additional duties, and conflicts.

Further, the other critical issue facing schools today is administrator retention and recruitment which plays a critical role in teacher recruitment and retention. A stable administrator is essential for strategic planning and enacting significant change. In addition, the number of Superintendent's was greatly diminished by covid. A potential solution would be for a superintendent apprenticeship program similar to the teacher apprenticeship programs already in place which would foster homegrown leadership.

Mr. Gilbert said he liked the administrator apprenticeship program idea but worried that taking great teachers, such as Mr. Van Leuven, out of the classroom to make them administrators was doing a disservice to the students. Mr. Van Leuven said in many of the small school districts the superintendent is only a part-time job so they could still be in the classroom. The impediment to getting good teachers who want to become administrators is the financial cost of taking courses to become an administrator.
Mr. Liebich asked for his understanding of why teacher retention is so low, and what is the root cause of this turnover. Mr. Van Leuven answered with the high cost of housing in some of the rural areas was a deterrent to teachers staying for the long term. In Mackay houses are in the million-dollar range and many teachers commute long distances to teach there. So, when a job opens closer to where they live they move on. The other component is that the spouse of the teacher sometimes cannot find a job in the local area. So, the two problems in teacher retention are high cost of housing and lack of employment for the spouse.

Board President Dr. Clark issued a challenge to the institutions to take some of Mr. Van Leuven's recommendations in how to combat high turnover in both teacher and

superintendent turnover and to see what pathways they could come up with to improve things in our school districts.

There were no further comments or questions from the Board.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

8. Accountability Oversight Committee Recommendations re. Long Term Goals

In April 2023, the Board approved amendments to the Consolidated State Plan that included an extension of the state's long-term goals and measurements of interim progress for one additional year, with the acknowledgement that the state would need to set new long-term goals and interim progress targets for the 2024-2025 school year and forward.

In May 2023, the AOC began the work to develop a new approach to creating the state's long-term goals and measurements of interim progress. The AOC has involved Department staff throughout the process, particularly as draft goals have been developed.

Based on substantial discussions in recent years, the AOC recommends that the state establish goals that will push the state to improve performance while also ensuring that the interim targets are meaningful and achievable for all groups. However, the state's long-term goals must also be developed in alignment with federal law, which requires them to be ambitious and include a component that will aid in reducing performance gaps between subgroups. Goals are required for all students and for subgroups, and the calculation used to create the goals must be the same for all groups.

The proposed approach for setting the long-term goals for ISAT proficiency in English Language Arts and Math and for graduation rates sets the expectation that all groups will improve their performance by seven (7) percentage points over seven (7) years and will close the gap between their group and the all-students' group by ten (10) percent over the same period. If a gap does not exist between the group and the all-students' group, only the seven (7) percentage point increase is expected. After the long-term goals are calculated, the measurements of interim progress are identified by dividing the long-term goal by seven (7) to create annual targets.

On January 12, 2024, the AOC voted to submit the proposed approach for creating new long-term goals to the Board for feedback. The AOC also suggested that the proposal be shared with Idaho's assessment technical advisory board (TAC), to ensure that the formula behind it is sound. Idaho's TAC includes experts in psychometrics and standardized assessments, including a nationally recognized growth model expert. On January 22, the AOC Chair, Board staff, and Department staff met with the TAC and provided detailed information regarding the proposed approach. The TAC confirmed that the formula is mathematically and theoretically sound. They also suggested pulling

additional data on schools who are demonstrating success with specific subgroups to ensure that the proposed subgroup goals are appropriate.

Ms. Henken said federal law requires that this update to the strategic plan be put out to the public for comment for 30 days. Therefore, any public comments received will be brought back to the Board's attention at a future Board meeting.

Mr. Gilbert said it seemed to him that as a Board they could do little to drive the outcomes to these goals. If the Board's intent is to say that regardless of how it comes about the Board expects continuous improvement every year. That would be the goal. Ms. Henken said AOC struggled with how to find the right balance because of the way federal law is written and the requirements around how we navigate the parameters which we need to work in, in terms of calculation is very challenging.

Superintendent Critchfield said the past strategic plan, as Alison mentioned, did not have achievable goals, such as the 95% graduation rate. This new plan has goals that can be aimed for that we believe can be achieved and is something that we can turn into the federal government and say we believe in this plan.

There were no further comments or questions from the Board.

To review the complete report head to;
//efaidnbmnnnibpcajpcglclefindmkaj/https://boardofed.idaho.gov/meetings/board/archive/2024/022724/03%20PPGA.pdf

At this time the Board took a 20-minute break returning at 2:44 p.m. (MT).

Superintendent Critchfield left the meeting at 2:25 p.m.

9. Accountability Oversight Committee Recommendation re. Trajectory Growth Model

Ms. Henken led the discussion. The trajectory growth model is used as a part of Idaho's K-12 school accountability system. Once students' individual growth targets are identified, the percentage of students who met their targets is calculated for each school. This is used as the growth indicator in the state's formula to identify schools for comprehensive support and improvement. However, because so many students have not had meaningful targets under the current model, these growth targets are not often used at the school or individual student level. The AOC is hoping to change this by first updating the way that growth targets are identified and then providing support and feedback to Department staff as they revise the ISAT individual student reports.

Over the past ten months, the AOC has reviewed and discussed many potential methods to improve the state's trajectory growth model by:

- Creating more achievable targets for non-proficient students; and

- Creating more meaningful targets for students who are proficient or advanced.

The proposed model breaks the ISAT performance categories into sub-categories and sets each student's trajectory growth target based on the expectation that the student will move up one sub-category until they reach the advanced level.

Board President Dr. Clark said this model is really a commitment to growth for all students.

There were no further comments or questions from the Board.

To review the complete report head to;
//efaidnbmnnnibpcajpcglclefindmkaj/https://boardofed.idaho.gov/meetings/board/archive/2024/022724/03%20PPGA.pdf

10. State Board of Education Strategic Plan Final Approval

Ms. Thompson led the discussion. Idaho Code § 67-2903 sets out minimum planning elements that are required to be in every agency and institution strategic plan as well as the annual review and updating requirement that is the basis for the Board's strategic planning cycle.

In October the Board reviews performance measure outcomes from the K-20 Education Strategic Plan as well as the performance of the agencies and institutions under its governance. The data review and work session discussion help to guide revision efforts on the strategic plan for the next cycle. Board staff then work with stakeholders and the PPGA committee to refine proposed revisions. In December, the Board reviews any proposed revisions to the K-20 strategic plan and provides feedback on the proposal. In February the board finalizes any revisions to the K-20 strategic plan going forward.

Board feedback at that time was incorporated into proposed revisions. Proposed revisions were first considered by the PPGA Committee in November of 2023. After revisions based on Committee feedback, the proposed revisions were brought to the full Board for a work session in December of 2023. During the work session the Board members provided feedback and generally expressed support for finalizing the revision ideas for adoption consideration in February.

Since then, Board staff has worked with representatives from the Idaho Department of Education, the Accountability Oversight Committee, and institutional researchers from the colleges and universities to gather feedback for finalizing the proposed revisions. Board staff has also worked with the OSBE research, college and career, academic affairs, and IT teams to discuss the viability and efficacy of the proposed measures.

The result is a proposal for the Board to adopt 3 goals with 9 objectives and 17 performance measures. As the highest-level strategic plan, these measures aim to

serve as a spotlight on key areas of the Board's work and the efficacy of Board initiatives.

There are three main goals: Educational Readiness, Education Access, and Educational Attainment.

BOARD ACTION
M/S (Liebich / Siddoway) I move to approve the FY 2025-2029 K-20 Education Strategic plan as provided in Attachment 2 with an exception to remove measure two under objective C and goal one. A roll call vote was taken, and the motion carried 6-0. Superintendent Critchfield and Shawn Keough were absent from voting.

Discussion ensued concerning the motion as written. It was recommended that a substitute motion be made to remove measure two under objective C and goal one.

There were no further comments or questions from the Board.

For a complete review of the data head to:
//efaidnbmnnnibpcajpcglclefindmkaj/https://boardofed.idaho.gov/meetings/board/archive/2024/022724/03%20PPGA.pdf

11. Legislative Session Update

Ms. Thompson reviewed some of the legislation making its way through the Legislature this session. She noted that the Board did approve three bills or three ideas to move forward as legislation this year.

Some of the other legislation the Board wanted to move forward were.

SB 1246 – State Board of Ed, Retirement – printed. This bill will solve a minor recruiting issue for the office of the State Board of Education.
HB 411 – Education Data – did not pass House floor
Transfer credit reporting between institutions – did not get legislative support.

There are also six pending rules that have moved forward this year.

<u>House Education – Pending Rules</u>

- Docket No. 08-0112-2301 – Rules Governing the Postsecondary Credit Scholarship
- Docket No. 08-0203-2301 – Rules Governing Thoroughness
- Docket No. 55-0103-2301 – Rules Governing Career Technical Schools
- Docket No. 55-0104-2301 – Rules Governing Idaho Quality Program Standards Incentive Grants and Agricultural Education Program Start-up Grants

- Docket No. 08-0401-2301 – Rules Governing the Idaho Digital Learning Academy
- Docket No. 08-0113-2302 – Rules Governing the Opportunity Scholarship

The House Education Committee approved all pending rules with the exclusion of proposed revisions to revisions to 08.04.01.112.03.

The Senate Education Committee approved all pending rules as presented.

Other bills that will impact the work in the Board of Education office are:
S 1358 – Empowering Parents which will allow reimbursements for purchased. This will require additional staff.
HB 521 – as written has a short turnaround time for implementation.
S 1261 – state employee telework – no more than 15% of employees working remotely during any given pay period
S 1274 – diversity statements, prohibition
HB 417 – cash transactions
HB 415 – concealed weapons on school property bill
HB 447 – parental school choice
S 1289 – libraries bill which failed recently but HB 635 would allow districts to dissolve its libraries

Mr. Freeman mentioned S 1317 which would create a new special license plate with the revenue going to the State Board office who would be required to administer a grant program for firearm safety. That bill passed the Senate on an 18-15 vote and is now in front of the House for consideration.

BOARD ACTION
The Board took No Action or made any motion on any of the Legislation before the Legislature.

There were no further comments or questions from the Board.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.N. Statewide General Education – First Reading

Dr. Heidi Estrem, Associate Chief Academic Officer, Idaho State Board of Education, reviewed the policy with the Board. She said the policy change before the Board is a result of about a year's worth of work and conversation among the general education committee (GEM) members.

The proposed amendments further clarify two areas related to General Education. First, they provide a unified purpose for the rubrics that have been developed for each Way of Knowing or disciplinary area in General Education. Board staff had, at the request of the

General Education Committee, gathered input on the effective use of the rubrics from the faculty representative groups during Spring 2023. The General Education Committee proposed this change at the October 2023 General Education Summit and approved the change in January 2024. While the rubrics may continue to be used for a variety of purposes on campus, including for instruction and assessment, the policy now more clearly describes their utility as a guide for on-campus decisions about assigning general education courses to the various Ways of Knowing categories.

Secondly, the Committee worked collaboratively throughout last year to describe roles and term limits, as reflected in the policy amendments, and to develop Committee Bylaws to help shape the roles and responsibilities of the Committee.

BOARD ACTION
M/S (Roach / Hill) I move to approve the first reading of proposed amendments to Board Policy III.N., Statewide General Education, as submitted in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Superintendent Critchfield and Shawn Keough were absent from voting.

Board President Dr. Clark asked what the General Education Committee is and who comprises it and what is its purpose. Dr. Estrem said GEM is made up of the general education directors from each campus as well as five subject area representatives that represent different communities that also impact general education. GEM is a subcommittee of the Board, and they gather several times a year to review courses and give input on policy related to general education across all eight of Idaho's institutions.

There were no further comments or questions from the Board.

2. Board Policy III.Q. Admissions Standards – First Reading

Dr. Estrem shared that the proposed changes update and streamline this policy in several ways. First, the high school course requirements are clarified by removing specific course limitations that are no longer appropriate. Secondly, changes to Career Technical Education (CTE) program admissions clarify CTE admission procedures and remove descriptions of advising processes that are better described elsewhere. Third, revisions to the provisional (proposed "alternative") admissions process better reflect options for admitting and serving students, and in particular, high-achieving students from high schools without high school accreditation from a Board-recognized accreditor.

BOARD ACTION
M/S (Roach / Hill) I move to approve the first reading of proposed amendments to Board Policy III.Q, Admission Standards as presented in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Superintendent Critchfield and Shawn Keough were absent from voting.

There were no comments or questions from the Board.

3. Board Policy III.L. Prior Learning and III.Y. Advanced Opportunities – Second Reading

Dr. TJ Bliss, Chief Academic Officer, Idaho State Board of Education said the Board approved the first reading at the December 2023 meeting and no changes were made between first and second reading.

The Division is requesting amendments to Board Policy III.Y. Advanced Opportunities and III.L. Prior Learning. The amendments to Policy III.Y would replace what is now referred to as technical competency credit with microcredentials as established in Board policy III.E. Amendments to Board Policy III.L. would call microcredentials as an allowable methodology for prior learning assessment. The Divisions microcredentialing platform referenced in Board Policy III.E. is SkillStack®.

BOARD ACTION
M/S (Roach / Gilbert) I move to approve the second reading of amendments to Board policies III.L and III.Y. as provided in attachments 1 and 2. A roll call vote was taken, and the motion carried 6-0. Superintendent Critchfield and Shawn Keough were absent from voting.

There were no comments or questions from the Board.

4. Boise State University – Ph.D., Engineering

Boise State University proposes to offer a Ph.D. program in Engineering. Initially, there will be four tracks: Infrastructure Systems, Water and Environment Systems, Energy Systems, and Mechatronics and Control Systems.

Dr. Bliss said that two years ago BSU notified the Board office that they would be bringing forward this proposal through the regular three-year planning process. The plan was then discussed extensively with the Council on Academic Affairs and Programs (CAAP) and all of the institutions were able to weigh in. The proposal then was submitted to the IRSA committee where another discussion took place before the proposal was brought before the Board for consideration.

John Buckwalter, Provost and Vice President, Academic Affairs, Boise State University, said the vision for the Ph.D. in Engineering program is to create an interdisciplinary doctoral program that integrates engineering research with non-engineering disciplines to improve the research products, economic return, and community impact.

The program has three broad objectives that will support the career advancement of Idaho residents and stimulate economic growth in the State of Idaho.

1. Expand the postdoctoral workforce in the State of Idaho.

2. Create engineering researchers with transdisciplinary technical skills who can work seamlessly across interdisciplinary boundaries.
3. Increase research and creativity in and for Idaho.

BOARD ACTION
M/S (Roach / Hill) I move to approve the request by Boise State University to create a Ph.D. in Engineering, as presented in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Superintendent Critchfield and Shawn Keough were absent from voting.

There were no comments or questions from the Board.

5. Lewis-Clark State College – MSN, Nursing Leadership in Healthcare

Lewis-Clark State College requests approval to offer a new Master of Science Nursing (MSN) degree in Nursing Leadership in Healthcare. This program will offer two tracks:

1) Bachelor of Science Nursing (BSN) – MSN track (30 credits)
2) Registered Nurse (RN) – MSN track (11-17 bridge credits + 30 graduate level credits)

Dr. Bliss shared that this degree proposal went through the same process as the Ph.D. in Engineering Degree from BSU, however this program did generate some conversation as ISU does have statewide responsibility for a master's in science in nursing, however through those conversations it was determined that this program is different enough where the courses have very little overlap with the program that ISU has responsibility for. ISU and LCSC did work closely on this program and were able to resolve any concerns before bringing this forward to the Board for consideration.

Dr. Krista Harwick, Associate Dean of the School of Professional Studies, Nursing and Health Sciences, Lewis Clark State College shared that the proposed MSN degree is in response to the need expressed by local and regional industry partners for more nurse leaders and managers to support the health care workforce. Nursing (RN) is listed among the top occupations in terms of job growth through 2026.

The fully online MSN program, Nursing Leadership in Healthcare, challenges the BSN-prepared Registered Nurse to develop the evidenced-based knowledge and skills to become a transformative nurse leader effective across a diverse range of healthcare and academic environments. The graduate will develop expertise to practice at an advanced level in financial and human capital management and quality improvement and safety management. Graduates will be equipped with strategies for managing policy and other issues encountered in healthcare and educator leadership roles.

BOARD ACTION

M/S (Roach / Hill) I move to approve the request by Lewis-Clark State College to offer a Master of Nursing, Nursing Leadership in Healthcare as presented in Attachment 1. A roll call vote was taken, and the motion carried 6-0. Superintendent Critchfield and Shawn Keough were absent from voting.

Mr. Liebich asked how this program differs from the program at ISU. Dr. Harwick said ISU's master's degree is specific to nursing education. LSCS has added leadership and healthcare courses into their degree to help nurses understand the economics of health care delivery not just the clinical practice but the business aspect behind it.

Dr. Hill said in his opinion this is the way Board Policy III.Z. should work. We have an institution in one part of the state that wants to deliver a program another school has statewide responsibility for, and they worked together to make sure that the local need was met. In the end Idaho is served.

There were no further comments or questions from the Board.

WORK SESSION

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

B. Generative AI Workshop

Dr. Estrem said this work session is intended to give the Board a sense of how Generative AI is affecting higher education.

Generative AI has brought transformative changes to higher education, fundamentally altering how teaching, learning, and research are conducted. With generative AI, educational content can potentially be tailored to individual student needs, accommodating different learning styles and paces. This technology enables the creation of dynamic, interactive course materials, making learning more engaging and effective. Additionally, generative AI assists in the development of virtual labs and simulations, providing students with practical, hands-on experience that is particularly beneficial in fields like science, engineering, and medicine.

Generative AI is also revolutionizing research within higher education. It accelerates data analysis, enabling researchers to process vast amounts of information rapidly, which leads to quicker and more innovative discoveries. This capability is particularly impactful in fields such as genomics, climate science, and physics. Moreover, AI-generated models and simulations are opening new frontiers in research, allowing for experimentation and exploration that were previously impossible due to resource constraints.

Dr. Jen Schneider, Associate Dean of the College of Innovation and Design, Boise State University, stated the Generative AI is ubiquitous, powerful and will transform the global workforce and therefore higher education.

- What is generative AI? Technology that enables us to immediately generate text, images, and video just by entering prompts. No coding or technical expertise necessary.
- How does it work? Generative AI is powered by computers that have digested texts and images and learned from those how to interact with human prompts in a seemingly natural manner.
- ChatGPT took only 2 months to reach 100 million users. In context it took Netflix 18 years to reach that milestone.
- Generative AI is embedded in various programs and most people do not realize they are using it.
- Students can prompt ChatGPT to write a college essay for them. The program won't write the essay, but it will supply a title and a good outline. However, you can go back and forth with ChatGPT to get more details and once the essay is written it can be uploaded and ChatGPT will edit it and do image generation.
- There are limitations to AI's abilities. It hallucinates so it can make up facts about someone.
- Data privacy, social and ethical challenges, intellectual properly violations is another area where AI is not infallible.
- In higher education faculty are concerned about student integrity essentially cheating which is leading to the use of plagiarism detectors which tend to generate false positives.
- Half of the fastest growing jobs are related to AI which will impact how institutions teach and how students learn.
- 50% of students are using generative AI. Only 25% of faculty are. *(-Inside Higher Ed)*

Mr. Liebich said if the data is all coming from the internet and there is a time lag and even years ago things weren't on the internet the results may not be current. Dr. Schneider that accuracy is a big concern because AI uses patterns when it's collecting its data it's not just an internet search engine.

Mr. Liebich said then the real value in the quality of the output of generative AI is dependent on who owns the data set. And with this tool when does it no longer become your work.

Mr. Gilbert said AI will shift the focus to personal interaction. Someone can generate tons of paper on a topic but when you talk with them you will know if they actually understood what they wrote.

Dr. Schneider said some faculty are actually moving to oral exams which creates challenges for students who have accommodations for anxiety.

Dr. Bliss said Dr. Schneider sends out a weekly update, lengthy, exhaustive sometime but delightful and sometimes terrifying on AI as it relates specifically to higher education. If any of the Board members would like to receive this newsletter please let Dr. Bliss know.

Dr. Estrem said the statewide AI Alliance has been meeting and their vision is evolving around transparency and ethics. This group has sponsored and launched a three-part professional development series for higher education professionals. There is also an upcoming webinar on AI and ethics.

Mr. Freeman asked if there was intent for there to be consistency across our institutions on how AI is approached from a pedagogical standpoint. Dr. Schneider said right now the discussion is about exploring where everyone is in using AI. Some institutions have begun at the regulatory phase developing policy for its use. As far as the statewide alliance it is too early for there to be policy at this level because things are so rapidly evolving.

There were no further comments or questions from the Board.

A. Strategic Discussion of Board Policy III.Z. Planning and Delivery of Postsecondary Programs and Courses

This is a continuation of the discussion that began on February 27th.

Ms. Roach and Dr. Hill wrote up some recommendations on how to move forward. The recommendations are:

Direct staff to work with the 8 institutions to revise policy IIIZ to meet the following objectives:

- Maintain access and affordability
- Incentive system supporting behavior

The policy should:

- Institutionalize managed competition approach
- Allow for effective implementation
- Be based upon mission areas with coordination responsibility
- Ensure timely response to emergent needs
- Address BAS degrees at CC and AA degrees at 4 years
- Reward Innovation
- Retain designated service regions

Additionally – work on the High Demand Program Advisory Group Development

Mr. Gilbert asked about the retention of the service areas. Dr. Hill said that was still an open question. Mr. Gilbert said everything laid out in the recommendation is very logical, however the details related to the designated service areas and the time in which there's an opportunity to do something or to have another institution come into the process and into that service area that's where it feels like we could get stuck. Dr. Hill said it was fairly clear from the Board's conversation yesterday that the Board doesn't have the heart for eliminating the service areas but to rather put in place a mechanism by which if a particular thing is not being met there is a time frame for someone else to come in and address the emergent needs. That is why he put in the word 'timely' in the recommendation.

Discussion ensued around placing a Board member on CAAP. Dr. Bliss asked for clarification. Was the Board asking for Board policy for first and second reading to add a Board member to CAAP or just to invite Board members to CAAP for the foreseeable future. Dr. Hill said that would require a bit more research to see how Board members are placed on committees. He would like to handle this in the same manner in which we handle the other subcommittees.

Dr. Bliss reminded the Board that neither CAAP nor IRSA were decision-making bodies. The Board could put someone on CAAP, but they cannot make a decision. Anything that needs Board approval is brought before the full Board for consideration. Items for the Board's attention are funneled from a subcommittee to one of the three germaine committees (BAHR, IRSA, PPGA). No subcommittee has decision making authority.

Mrs. Roach questioned if there were programs or opportunities that were not brought forward by the subcommittees that perhaps the full Board would be interested in hearing. Dr. Bliss said that under his tenure every single issue of concern or controversy has been brought to the Board for consideration. Board Policy III.Z. does not stop the process but facilities a conversation and when those issues can't be resolved, which has only happened a couple of times, those issues come directly to the Board. Mrs. Roach again stressed that in her opinion there were some issues that CAAP and even IRSA decided did not need to go forward for the Board's consideration and perhaps the Board members would have wanted to discuss these items, but they never had the chance. Hence the request to put a Board member on CAAP.

Dr. Bliss asked for an elaboration on what those types of issues would have been that didn't get escalated to the Board's attention. Dr. Bliss was asked if there had been examples at CAAP where people have brought forward program proposals which after discussion have been modified to make sure that they are adequately different and therefore uniquely different and approvable. He answered yes, that has happened a couple of times.

Mrs. Roach was concerned that perhaps some institutions were feeling frustrated by the process because they could not get their item past CAAP or IRSA to be heard by the full Board. And perhaps Policy III.Z.is stifling conversations and is too restrictive as

written. Dr. Hill said more work needs to be done before a proposal is brought back to the Board. The purpose of this work session was to ask where we are and where do we want to be and then to send it back to IRSA. Dr. Hill said the policy does need to be specific enough so that every possible decision does not come before the Board. There has to be a balance point and to find that point is to have the institutions craft the policy using Dr. Bliss as the intermediary.

Dr. Bliss said the soonest a new policy could be brought back to the Board for consideration was June or August. Board President Dr. Clark said the Board would be comfortable in having a look at the proposal in June knowing that this will not be a final decision. Dr. Hill asked for another work session on Policy III.Z. for the April Board meeting so that the Board can see something concrete in terms of changes before the draft is brought back in June for consideration.

There were no further comments or questions from the Board.

INFORMATIONAL

IRSA

1. Higher Education Research Council Annual Report – Information Item
2. Semi-Annual Report of Approved Program Requests – Information Item

PPGA

3. Idaho School for the Deaf and Blind Annual Report
4. STEM Action Center Annual Report

There being no further business a motion to adjourn was entertained.

M/S (Hill / Siddoway) I move to adjourn the meeting at 4:29 p.m. (MT). A roll call vote was taken, and the motion carried 6-0. Superintendent Critchfield and Shawn Keough were absent from voting.

TAB	DESCRIPTION	ACTION
1	**BAHR – FY25 APPROPRIATIONS**	Action Item
2	**BAHR – FY25 OPPORTUNITY SCHOLARSHIP – EDUCATIONAL COSTS**	Action Item
3	**BAHR – BSU COLLEGIATE LICENSING COMPANY AGREEMENT EXTENSION**	Action Item
4	**BAHR – BSU ONLINE UNDERGRADUATE PROGRAM FEE REQUEST – AI FOR ALL**	Action Item
5	**BAHR – UI RENEWAL OF EXISTING LEASE – CSI/UI COLLEGE OF AGRICULTURE AND LIFE SCIENCE RESEARCH AND EXTENSION PROGRAM IN TWIN FALLS**	Action Item
6	**BAHR – UI RENEWAL OF EXISTING LEASE – CSI/UI ADMISSIONS OFFICE IN TWIN FALLS**	Action Item
7	**BAHR – UI RENEWAL OF EXISTING LEASE – UI COLLEGE OF AGRICULTURE AND LIFE SCIENCE AGRIBUSINESS INCUBATOR IN CALDWELL**	Action Item
8	**BAHR – UI AMENDMENT TO MASTER AGREEMENT BETWEEN UI AND SITECORE USA, INC.**	Action Item
9	**BAHR – LCSC FOUNDATION OPERATING AGREEMENT**	Action Item

TAB	DESCRIPTION	ACTION
10	**IDE – EMERGENCY PROVISIONAL CERTIFICATE RECOMMENDATIONS**	Action Item
11	**IDE – REQUESTS FOR APPROVAL TO TRANSPORT STUDENTS LESS THAN ONE AND ONE-HALF MILES FOR SY2023-2024**	Action Item
12	**IDE – STUDENT TRANSPORTATION 103% CAP WAIVER**	Action Item
13	**IDE – CONSIDERATION OF APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION**	

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SUBJECT

FY 2025 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Applicable Legislative Appropriation Bills (2024)

BACKGROUND/ DISCUSSION

As of agenda preparation time, the appropriation bills for the institutions and agencies of the State Board of Education were in various stages. Bill numbers are provided if available.

The table on Tab 1 Attachment 1 lists the FY 2025 appropriations related to the State Board of Education.

IMPACT

Appropriations provide funding and spending authority for the agencies and institutions of the State Board of Education, allowing them to offer programs and services to Idaho's citizens. For FY 2025, the Legislature appropriated what was considered a maintenance bill for all agencies in House Bill 458. Then enhancements were appropriated in subsequent bills and those bills are indicated in Attachment 1.

ATTACHMENTS

Attachment 1 – FY 2025 Appropriations List

STAFF COMMENTS

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

BOARD ACTION

Motions for the allocations for College and Universities and Community Colleges are found on each specific allocation.

ATTACHMENT 1

State Board of Education
FY 2025 Appropriations to Institutions and Agencies

	General Fund	% Δ From FY 2024	Total Funds
Allocations			
College and Universities H458, H734	$365,098,400	3.2%	$700,004,700
Community Colleges H458, H733	63,935,200	5.0%	64,735,200
Career Technical Education H458, H693	79,153,900	3.5%	94,616,500
Agencies			
Agricultural Research & Extension H458, H703	37,966,900	3.2%	38,499,000
Health Education Programs H458, H681	27,830,000	3.7%	28,204,700
Special Programs H458, H692	30,083,600	3.2%	35,831,400
State Board of Education H458, H698, H738	46,161,100	11.6%	52,208,000
Idaho Public Television H458, S1399	3,016,600	2.8%	3,016,600
Division of Vocational Rehabilitation H458, H700	5,272,700	1.9%	26,980,400
Idaho Public Charter Schools Comm'n H458, H552	193,000	1.5%	724,900
State Department of Education H458, H353	12,530,400	15.2%	66,113,000

Statewide Issues
Permanent Building Fund Advisory Committee Appropriations H735

As of agenda preparation time, the total for A&R projects for the institutions and agencies was $30,115,000. The following capital requests were recommended:

Boise State University	13,000,000
Idaho State University	7,000,000
University of Idaho State	4,000,000
Lewis-Clark State College	6,115,000
College of Western Idaho: Student Learning Center	10,700,000

SUBJECT

FY 2025 College and Universities Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

House Bills 458 and 734 (2024)
Idaho State Board of Education Governing Policies & Procedures, Section V.S.

BACKGROUND/DISCUSSION

The Legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and system-wide needs. The Board allocates the appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year budget base; 2) funds for the Enrollment Workload Adjustment (EWA); 3) operations and maintenance funds for new, major general education capital improvement projects; 4) decision units above the base; and 5) special activities or projects at the discretion of the Board. These funds, allocated along with revenue generated from potential fee increases, will establish the funding for the general education programs for FY 2025. The allocation for FY 2025 is shown on Tab 1a Attachment 1. The FY 2025 general fund appropriation includes the following items:

Maintenance of Current Operations (MCO):	
• Decreases in total benefit costs	($2,087,500)
• Decreases in Statewide cost allocation	(1,634,200)
• 1% Change in Employee Compensation (CEC)	2,706,600
Line Items:	
• Operational Capacity Enhancement	6,995,400
• Transfer Risk Managers to OSBE	(489,000)
• Additional 2% CEC: General Funds	5,415,300
• Enrollment Workload Adjustment	569,000
Total General Fund increase over Base	$11,475,600

ATTACHMENTS

Attachment 1 - C&U FY 2025 Appropriation Allocation
Attachment 2 - Statement of Purpose/Fiscal Note
Attachment 3 - Appropriation Bills (H458 and H734)

STAFF COMMENTS

Staff recommends approval of the FY 2025 College and Universities allocation as presented in Attachment 1.

BOARD ACTION

I move to approve the allocation of the FY 2025 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Tab 1a, Attachment 1.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

FY 2025 College and University Allocation
Based on HB 458 and HB 734
March 24, 2023

	Appropriation:	FY24 Appr	FY25 Appr	% Chge	Sys Needs:	FY24 Appr	FY25 Appr
General Educ Approp: HB 458 and HB 734					HERC	1,654,000	1,654,000
	General Account	353,942,200	365,098,400	3.15%	UG Research	265,000	265,000
	Endowment Funds	22,918,100	24,046,000	4.92%	Sys Nds	2,422,800	2,423,500
					IGEM	2,100,000	2,100,000
	Total Gen Acct & Endow Funds	376,860,300	389,144,400	3.26%	Total	6,441,800	6,442,500
	Student Fees/Misc Revenue	496,734,000	310,860,300	-37.42%			
	Total General Education Appropriation	873,594,300	700,004,700	-19.87%			

Allocation:	BSU	ISU	UI	LCSC	SYS-WIDE	TOTAL
FY24General Account	124,938,500	94,980,500	105,504,500	21,760,500	6,438,800	353,622,800
FY24 Endowment Funds	0	5,153,200	14,480,100	3,284,400	0	22,917,700
FY25 Budget Base	124,938,500	100,133,700	119,984,600	25,044,900	6,438,800	376,540,500
Additional Funding for FY25:						
MCO Adjustments:						
Personnel Benefits	(678,400)	(691,700)	(574,700)	(181,000)	1,900	(2,123,900)
Inflation including Library B&P	0	0	0	0	0	0
Recplacement Capital	0	0	0	0	0	0
CEC: 1%	966,400	792,600	828,200	159,300	1,800	2,748,300
Endowment Fund Adjustments	0	0	0	0	0	0
Nonstandard Adjustments:						
Risk Mgmt/Controller/Treasurer	(634,700)	(413,300)	(469,700)	(116,500)		(1,634,200)
External Nonstandard Adjustments:						
Enrollment Workload Adjustment (EWA) - GF	0	0	0	0	0	0
Line Items						
Operational Capacity Enhancement	2,491,700	1,924,400	2,139,100	440,200	0	6,995,400
Transfer Risk Managers to OSBE	(136,000)	(95,200)	(257,800)	0	0	(489,000)
Additional 2% CEC: General Funds	1,932,300	1,501,500	1,655,900	325,600	0	5,415,300
Additional 2% CEC: Endowment Funds	0	83,500	0	0	0	83,500
Additional 2% CEC: Student Fees	521,000	589,700	942,900	225,000	0	2,278,600
Endowment Adjustments	0	305,400	381,900	352,200	0	1,039,500
Enrollment Workload Adjustment	0	213,300	301,000	54,700	0	569,000
Total Addl Funding	4,462,300	4,210,200	4,946,800	1,259,500	3,700	14,882,500
FY25 Gen Acct, Endow, CARES and HESF	128,879,800	103,754,200	123,988,500	26,079,400	6,442,500	389,144,400
% Change From FY24 Adjusted Budget Base	3.2%	3.6%	3.3%	4.1%	0.1%	3.3%
FY25 Estimated Student Fee Revenue	160,918,800	61,910,900	72,402,600	15,628,000	0	310,860,300
FY25 Operating Budget	289,798,600	165,665,100	196,391,100	41,707,400	6,442,500	700,004,700
General Fund Increase over Base	3,941,300	3,226,300	3,622,000	682,300	3,700	11,475,600
% Increase	3.2%	3.4%	3.4%	3.1%	0.1%	3.2%
General Fund Increase - ongoing over Base	3,941,300	3,226,300	3,622,000	682,300	3,700	11,475,600
% Increase	3.2%	3.4%	3.4%	3.1%	0.1%	3.2%
General Fund Increase - ongoing less Benefits & CEC	1,721,000	1,623,900	1,712,600	378,400	0	5,435,900
% Increase	1.4%	1.7%	1.6%	1.7%	0.0%	1.5%

STATEMENT OF PURPOSE

RS31687 / H0734

This appropriation to the Colleges and Universities provides enhancements to the FY 2025 maintenance budget that include an additional appropriation and 29.25 FTP for occupational capacity enhancements, a reduction of 4.00 FTP and $489,000 to transfer risk managers to the Office of the State Board of Education (OSBE), endowment adjustments, nondiscretionary adjustments, and the additional 2% CEC.

FISCAL NOTE

This appropriation provides an additional $15,892,300 to the maintenance appropriation provided to the Colleges and Universities found in House Bill 458. Table 1 shows incremental adjustments to the budget found in the bill, of which the ongoing increase is $15,892,300 and there are no onetime appropriations. Table 2 shows all the adjustments leading to the FY 2025 Total. The total budget for Colleges and Universities is $700,004,700.

Table 1	FTP	Gen	Ded	Fed	Total
1. Operational Capacity Enhancement	29.25	6,995,400	0	0	6,995,400
2. Transfer Risk Managers to OSBE	(4.00)	(489,000)	0	0	(489,000)
Endowment Adjustments	0.00	0	1,039,500	0	1,039,500
Nondiscretionary Adjustments	0.00	569,000	0	0	569,000
Add'l 2% Change in Employee Comp.	0.00	5,415,300	2,362,100	0	7,777,400
FY 2025 Budget Enhancements	25.25	12,490,700	3,401,600	0	15,892,300
% Chg from FY 2025 Maintenance	0.5%	3.5%	1.0%		2.3%

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

Table 2	FTP	Gen	Ded	Fed	Total
FY 2024 Original Appropriation	4,840.68	353,942,200	324,608,300	0	678,550,500
Prior Year Reappropriation	0.00	0	195,043,400	0	195,043,400
FY 2024 Total Appropriation	4,840.68	353,942,200	519,651,700	0	873,593,900
Executive Carry Forward	0.00	6,800	0	0	6,800
Expenditure Adjustments	39.47	0	3,393,300	0	3,393,300
FY 2024 Estimated Expenditures	4,880.15	353,949,000	523,045,000	0	876,994,000
Removal of Onetime Expenditures	(11.76)	(9,800)	(198,980,200)	0	(198,990,000)
Base Adjustments	50.57	(316,400)	5,546,100	0	5,229,700
FY 2025 Base	4,918.96	353,622,800	329,610,900	0	683,233,700
Personnel Benefit Costs	0.00	(2,087,500)	(3,200)	0	(2,090,700)
Statewide Cost Allocation	0.00	(1,634,200)	0	0	(1,634,200)
1% Change in Employee Comp.	0.00	2,706,600	1,897,000	0	4,603,600
Nondiscretionary Adjustments	0.00	0	0	0	0
Other Maintenance Adjustments	0.00	0	0	0	0
FY 2025 Program Maintenance	4,918.96	352,607,700	331,504,700	0	684,112,400
FY 2025 Budget Enhancements - **HB 458**	25.25	12,490,700	3,401,600	0	15,892,300
FY 2025 Total	4,944.21	365,098,400	334,906,300	0	700,004,700
Chg from FY 2024 Orig Approp.	103.53	11,156,200	10,298,000	0	21,454,200
% Chg from FY 2024 Orig Approp.	2.1%	3.2%	3.2%		3.2%

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LEGISLATURE OF THE STATE OF IDAHO
Sixty-seventh Legislature Second Regular Session - 2024

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 734

BY APPROPRIATIONS COMMITTEE

AN ACT

RELATING TO THE APPROPRIATION TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO; APPROPRIATING ADDITIONAL MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2025; REDUCING THE APPROPRIATION TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2025; PROVIDING FOR THE USE OF APPROPRIATED FUNDS; PROVIDING FOR THE USE OF APPROPRIATED FUNDS; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. In addition to any other appropriation provided by law, there is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2024, through June 30, 2025:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	TOTAL
I. BOISE STATE UNIVERSITY:			
FROM:			
General Fund	$4,292,600		$4,292,600
Unrestricted Fund	521,000		521,000
TOTAL	$4,813,600		$4,813,600
II. IDAHO STATE UNIVERSITY:			
FROM:			
General Fund	$2,991,900	$552,100	$3,544,000
Charitable Institutions Endowment Income Fund	31,700		31,700
Normal School Endowment Income Fund	357,200		357,200

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	TOTAL
Unrestricted			
Fund	589,700	0	589,700
TOTAL	$3,970,500	$552,100	$4,522,600
III. LEWIS-CLARK STATE COLLEGE:			
FROM:			
General			
Fund	$551,700	$268,800	$820,500
Normal School Endowment Income			
Fund		352,200	352,200
Unrestricted			
Fund	225,000	0	225,000
TOTAL	$776,700	$621,000	$1,397,700
IV. UNIVERSITY OF IDAHO:			
FROM:			
General			
Fund	$3,548,200	$290,000	$3,838,200
Agricultural College Endowment Income			
Fund		65,700	65,700
Scientific School Endowment Income			
Fund		49,700	49,700
University Endowment Income			
Fund		266,500	266,500
Unrestricted			
Fund	942,900	0	942,900
TOTAL	$4,491,100	$671,900	$5,163,000
GRAND TOTAL	$14,051,900	$1,845,000	$15,896,900

SECTION 2. Notwithstanding any other provision of law to the contrary, the appropriation to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities for Boise State University is hereby reduced by $4,600 from the General Fund from operating expenditures for the period July 1, 2024, through June 30, 2025.

SECTION 3. USE OF APPROPRIATED FUNDS. State-appropriated funds shall not be utilized to support diversity, equity, inclusion, or social justice ideology as part of any student activities, clubs, events, or organizations

on campus. Each college and university shall submit a written report of its expenditures related to these activities to the Joint Finance-Appropriations Committee no later than December 1, 2024.

SECTION 4. USE OF APPROPRIATED FUNDS. State-appropriated funds for capacity enhancement at the University of Idaho shall not be utilized to support undergraduate nursing or physician assistant programs that are provided by other colleges, universities, and community colleges that receive state appropriated funds.

SECTION 5. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after July 1, 2024.

SUBJECT

Community Colleges FY 2025 Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

House Bills 458 and 733 (2024)

BACKGROUND/DISCUSSION

The Legislature makes an annual appropriation to the State Board of Education for College of Eastern Idaho (CEI), College of Southern Idaho (CSI), College of Western Idaho (CWI) and North Idaho College (NIC). The allocation to the colleges includes the base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

IMPACT

The FY 2025 appropriation, shown on Tab 1b Attachment 1, includes General Fund decreases in benefit costs, 3% ongoing Change in Employee Compensation (CEC) for all employees based on merit, funding for operational capacity enhancements, and increases or decreases in Enrollment Workload Adjustment.

ATTACHMENTS

Attachment 1 – FY 2025 CC Appropriations Allocation
Attachment 2 – Statement of Purpose/Fiscal Note
Attachment 3 – Appropriation Bills (H458 and H733)

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the FY 2025 Community College allocation.

BOARD ACTION

I move to approve the allocation of the FY 2025 appropriation for the College of Southern Idaho, College of Eastern Idaho, College of Western Idaho, North Idaho College, and system-wide needs as presented on Tab 1b, Attachment 1.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Idaho Community Colleges
FY 2025 Appropriation Allocation - HB 458 and HB 733
27-Mar-24

	General Educ Approp: JFAC Action	CSI	CEI	CWI	NIC	Systemwide	Total
1	FY 24 Total Appropriation						
2	General Funds	18,468,500	6,803,700	20,616,700	14,982,400	1,039,200	61,910,500
3	CARES Act Funding		-	-			-
4	Dedicated Funds	200,000	200,000	200,000	200,000		800,000
5	Total FY24 Total Appropriation	18,668,500	7,003,700	20,816,700	15,182,400	1,039,200	62,710,500
6							
7	FY 25 Base						-
8	General Funds	18,468,500	6,803,700	20,600,700	14,982,400	39,200	60,894,500
9	Dedicated Funds	200,000	200,000	200,000	200,000		800,000
10	Total FY 25 Base	18,668,500	7,003,700	20,800,700	15,182,400	39,200	61,694,500
11							-
12	FY 25 Maintenance Items						
13	Changes in Benefit Costs	(60,100)	(27,200)	(25,300)	(31,800)		(144,400)
14	Inflationary Cost Increases	-		-	-		-
15	Replacement Items	-		-	-		-
16	CEC: 1%	119,100	56,600	149,900	109,600		435,200
17	Enrollment Workload Adjustment	-	-	-	-		-
18		59,000	29,400	124,600	77,800	-	290,800
19	FY 25 Maintenance						-
20	General Funds	18,527,500	6,833,100	20,725,300	15,060,200	39,200	61,185,300
21	Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
22	Total FY 25 Maintenance	18,727,500	7,033,100	20,925,300	15,260,200	39,200	61,985,300
23							
24	FY 25 Line Items						
25	Operational Capacity	565,800	213,400	607,100	443,500		1,829,800
26	Post Capacity Enhancement	-	100,000	50,000	-		150,000
27	CEC: 2%	237,900	113,100	299,700	219,200		869,900
28	Enrollment Workload Adjustment	339,800	270,900	(429,900)	(280,600)		(99,800)
29	Total FY 25 Line Items	1,143,500	697,400	526,900	382,100	0	2,749,900
30							
31	FY 25 Total Appropriation						
32	General Funds	19,671,000	7,530,500	21,252,200	15,442,300	39,200	63,935,200
33	CARES Act Funding						-
34	Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
35	FY 25 Total Appropriation	19,871,000	7,730,500	21,452,200	15,642,300	39,200	64,735,200
36							
37							
38	GF Change from FY 24 Total	6.5%	10.7%	3.1%	3.1%	0.0%	3.3%
39							
40	GF Appropriation Allocation						
41	Personnel Costs	17,360,100	7,530,500	18,239,600	13,275,500		56,405,700
42	Operating Expenses	2,310,900		3,012,600	2,166,800	39,200	7,529,500
43	Capital Outlay						0
44	Trustee/Benefit Payments						0
45	Total General Funds	19,671,000	7,530,500	21,252,200	15,442,300	39,200	63,935,200

STATEMENT OF PURPOSE

RS31676 / H0733

This appropriation to Community Colleges provides enhancements to the FY 2025 maintenance budget and includes funding for operational capacity enhancements at the four institutions, POST training capacity enhancement at the College of Eastern Idaho and College of Western Idaho, the 2% CEC and a net reduction of $99,800 for nondiscretionary adjustments.

FISCAL NOTE

This appropriation provides an additional $2,749,900 to the maintenance appropriation provided to Community Colleges found in House Bill 458. Table 1 shows incremental adjustments to the budget found in the bill, of which the ongoing increase is $2,599,900, of which $2,599,900 is ongoing and $150,000 is onetime. Table 2 shows the adjustments leading to the FY 2025 Total. The total budget for the Community Colleges is $64,735,200 and provides support to the College of Southern Idaho, College of Western Idaho, College of Eastern Idaho, and North Idaho College.

Table 1	FTP	Gen	Ded	Fed	Total
Nondiscretionary Adjustments	0.00	(99,800)	0	0	(99,800)
1. Operational Capacity Enhancement	0.00	1,829,800	0	0	1,829,800
3. POST Capacity Enhancement	0.00	150,000	0	0	150,000
Add'l 2% Change in Employee Compensation	0.00	869,900	0	0	869,900
FY 2025 Budget Enhancements	0.00	$2,749,900	0	0	$2,749,900
% Chg from FY 2025 Maintenance	0.00	4.5%	0.0%	0.0%	4.4%

Table 2	FTP	Gen	Ded	Fed	Total
FY 2024 Original Appropriation	0.00	60,910,500	800,000	0	61,710,500
Removal of Onetime Expenditures	0.00	(16,000)	0	0	(16,000)
FY 2025 Base	0.00	60,894,500	800,000	0	61,694,500
Personnel Benefit Costs	0.00	(144,400)	0	0	(144,400)
Change in Employee Compensation	0.00	435,200	0	0	435,200
FY 2025 Program Maintenance - **HB 458**	0.00	61,185,300	800,000	0	61,985,300
FY 2025 Budget Enhancements	0.00	$2,749,900	0	0	$2,749,900
FY 2025 Total	0.00	63,935,200	800,000	0	64,735,200
Chg from FY 2024 Orig Approp	0.00	3,024,700	0	0	3,024,700
% Chg from FY 2024 Orig Approp.		5.0%	0.0%		4.9%

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LEGISLATURE OF THE STATE OF IDAHO
Sixty-seventh Legislature Second Regular Session - 2024

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 733

BY APPROPRIATIONS COMMITTEE

AN ACT

RELATING TO THE APPROPRIATION TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES; APPROPRIATING ADDITIONAL MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2025; REDUCING THE APPROPRIATION TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2025; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. In addition to any other appropriation provided by law, there is hereby appropriated to the State Board of Education for Community Colleges the following amounts to be expended according to the designated programs for personnel costs from the General Fund for the period July 1, 2024, through June 30, 2025:

FOR:	
COLLEGE OF EASTERN IDAHO:	$697,400
COLLEGE OF SOUTHERN IDAHO:	$1,143,500
COLLEGE OF WESTERN IDAHO:	$956,800
NORTH IDAHO COLLEGE:	$662,700
TOTAL	$3,460,400

SECTION 2. Notwithstanding any other provision of law to the contrary, the appropriation made to the State Board of Education for Community Colleges is hereby reduced by the following amounts according to the designated programs and expense classes from the General Fund for the period July 1, 2024, through June 30, 2025:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	TOTAL
COLLEGE OF WESTERN IDAHO:		$429,900	$429,900
NORTH IDAHO COLLEGE:	$280,600	0	$280,600
TOTAL	$280,600	$429,900	$710,500

SECTION 3. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after July 1, 2024.

SUBJECT

FY 2025 Idaho Opportunity Scholarship Educational Costs

REFERENCE

April 2016	The Board set the FY 2017 maximum annual award amount at $3,000, expected student contribution at $3,000 and educational cost for each institution.
December 2016	Board reviewed annual State Scholarship Report.
April 2017	The Board set the FY 2018 maximum annual award amount at $3,500, expected student contribution at $3,000 and educational cost for each institution.
December 2017	Board reviewed annual State Scholarship Report.
April 2018	The Board set the FY 2019 maximum annual award amount at $3,500, expected student contribution at $3,000 and educational cost for each institution.
December 2018	Board reviewed annual State Scholarship Report.
April 2019	The Board set the FY 2020 maximum annual award amount at $3,500, expected student contribution at $3,000 and educational cost for each institution.
December 2019	Board reviewed annual State Scholarship Report.
April 2020	The Board set the FY 2021 maximum annual award amount at $3,500, expected student contribution at $3,000 and educational cost for each institution.
April 2021	The Board set the FY 2022 maximum annual award amount at $3,500, expected student contribution at $3,000 and educational cost for each institution.
April 2022	The Board set the FY 2023 maximum annual award amount at $3,500, expected student contribution at $3,000 and educational cost for each institution.
April 2023	The Board set the FY 2024 maximum annual award amount at $3,500, expected student contribution at $3,000 and educational cost for each institution.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

The Legislature appropriated approximately $27.7M in FY 2025 for Scholarships and Grants managed by the Office of the State Board of Education. This amount is made up of approximately $22.2M from the General Fund, $1M from Miscellaneous Revenue, and $4.5M in federal funds. In addition to the Idaho Opportunity Scholarship, the Scholarships and Grants appropriation covers the Work Study Program, Armed Forces and Public Safety Officer Scholarship, GEARUP Idaho Scholarship, and the Postsecondary Credit Scholarship. The GEARUP Idaho Scholarship is part of a state and federal cooperative program.

The Idaho Opportunity Scholarship is a hybrid scholarship combining academic merit with financial need and is based on a shared model of responsibility between the state and the student. Students must meet the minimum academic merit requirement set in Administrative Code to be eligible. Eligible students are then ranked based on a combination of need and merit. Need is based on the students' expected family contribution calculated on the Free Application for Federal Student Aid (FAFSA) at the time of application and makes up 70% of the weighting used for ranking students. The remaining 30% is based on the students' cumulative grade point average. Beginning in FY 2019, the Board was authorized to award up to 20% of the amount appropriated for the Idaho Opportunity Scholarship for adult students who have earned at least 24 credits toward a certificate or degree and who return to complete a certificate or degree. However, H500 (2024) reduced the adult learner set-aside to 5% effective July 1, 2024.

Pursuant to Idaho Coe § 33-4303, the purpose of the Idaho Opportunity Scholarship is to:

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

Idaho Code § 33-4303 requires the Board set annually the educational costs for attending an eligible Idaho postsecondary institution; and to establish the need and merit criteria, the expected contributions of the student, the student's family and available federal financial aid, and the maximum educational costs. These criteria, along with the application process, are established in Administrative Code, IDAPA 08.01.13.

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

While not required by statute or rule, the Board has historically set a maximum award amount in order to increase the number of awardees. Pursuant to Idaho

Code § 33-4303, the maximum award amount may not exceed the actual education costs at the eligible institution the student attends or the educational costs established by the Board. When a student's cost for tuition and fees is over the maximum award amount, the award is limited to the set maximum award amount. Should the Board choose not to set a maximum award amount, the award would be limited by the actual cost to the student of tuition and fees and the maximum educational cost. A student's actual costs are not typically known at the time the initial awards are made. The maximum award amount allows for staff to make preliminary estimates of the total amount needed to cover awards in a given year, thereby allowing more awards to be distributed earlier.

Regardless of whether a student attended a 2-year or a 4-year institution, in FY 2024 most students received awards at or near the maximum award amount. The following table shows the total funds distributed for the Opportunity Scholarship by academic year attended, the number of students awarded, and the average amount of the award for that year.

School Year	Amount	Number of Awards	Average Award Amount
2014-2015	$4,916,579	1,465	$3,440
2015-2016	$5,146,248	1,868	$2,881
2016-2017	$9,868,532	3,454	$2,857
2017-2018	$11,418,815	3,724	$3,066
2018-2019	$14,197,231	4,318	$3,288
2019-2020	$20,809,523	6,206	$3,352
2020-2021	$20,533,644	6,248	$3,270
2021-2022	$20,532,236	6,229	$3,301
2022-2023	$20,638,772	6,303	$3,275
2023-2024	$22,399,085	6,907	$3,243

Of the awards made for the 2023-24 school year, 69 awardees earned the scholarship under the provisions established for Adult Learners.

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

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

	Student A	Student B	Student C
Educational Cost for Institution	$22,254	$22,254	$22,254
Student Contribution	$3,000	$3,000	$3,000
Other Scholarships and Financial Aid	$10,000	$16,000	$5,000
Total Remaining	$8,898	$3,254	$13,898
Maximum Eligible Award Amount	$3,500	$3,254	$3,500

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

IMPACT

Setting the educational cost and student contribution amounts fulfills the Board's responsibilities under administrative rule. Combined with setting the maximum award amount, this action will enable Board staff to begin processing applications and finalizing award determinations for FY 2025.

ATTACHMENTS

Attachment 1 – Educational Costs at Institutions

BOARD STAFF COMMENTS AND RECOMMENDATIONS

H458 (2024), the Special Programs FY 25 maintenance appropriation, provides $24.3M from the General Fund, $1M from miscellaneous revenue, and $4.5M in federal funds for scholarship awards made for the 2024-2025 school year.

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

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

- be an Idaho resident as defined in Idaho Code § 33-3717B;
- have graduated or will graduate from an accredited high school or its equivalent in Idaho;
- have enrolled or applied to an eligible Idaho postsecondary educational institution;
- be a postsecondary undergraduate student who has not previously completed a baccalaureate degree or higher; and
- meet need and merit criteria as set by the Board.

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

- 2.7 GPA or higher (or its equivalent as determined by a college entrance exam); adult learners may apply with a 2.5 GPA;
- good standing with postsecondary institution if renewing;

- completed the applicable course load requirements for renewal; and
- completed the FAFSA by the deadline.

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

Scholarships are awarded based on the student ranking until the appropriated amount is expended. Students are ranked based on the combination of the student need and student merit criteria. Up to 5% of the scholarship may be set aside for adult learners with some credits and no degree, however, due to the low number of adult learner applicants a much smaller amount is set aside each year.

Based on the educational costs for each eligible institution, staff recommends the FY 2025 educational cost for the Idaho Opportunity Scholarship award formula to be set for each public institution as follows:

1. $24,868 for students attending University of Idaho (8.9% increase over FY 2024)
2. $29,957 for students attending Boise State University (12.5% increase over FY 2024)
3. $27,682 for students attending Idaho State University (19.4% decrease over FY 2024)
4. $24,782 for students attending Lewis-Clark State College (21.7% increase over FY 2024)
5. $19,828 for students attending College of Eastern Idaho (12.2% increase over FY 2024)
6. $14,650 for students attending College of Southern Idaho (0% increase over FY 2024)
7. $18,278 for students attending College of Western Idaho (12% decrease over FY 2024)
8. $21,131 for students attending North Idaho College (26.2% increase over FY 2024)

Pursuant to IDAPA 08.01.13, the FY 2025 educational cost for the Idaho Opportunity Scholarship award formula for students attending eligible Idaho private, not-for-profit postsecondary institutions must be the average of the amount set for the four public four-year institutions. For FY2025, this amount would be $26,822.

Staff recommends:

- The FY 2025 student contribution remain $3,000, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution; and
- The maximum award amount remain at $3,500 for FY 2025

BOARD ACTION

I move to approve the FY 2025 educational cost for the Idaho Opportunity Scholarship award be set not to exceed the amounts set forth in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

BOARD ACTION

I move to approve the FY 2025 educational cost for the Idaho Opportunity Scholarship award be set not to exceed the amounts set forth in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve the Opportunity Scholarship maximum award amount for FY 2025 to be set at $3,500.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve the FY 2025 student contribution be set at $3,000 and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

ATTACHMENT 1

Educational Costs at Institutions	
University of Idaho	$24,868
Boise State University	$29,957
Idaho State University	$27,682
Lewis-Clark State College	$24,782
College of Eastern Idaho	$19,828
College of Southern Idaho	$14,650
College of Western Idaho	$18,278
North Idaho College	$21,131

BOISE STATE UNIVERSITY

SUBJECT

Agreement with Collegiate Licensing Company

REFERENCE

June 2007	Idaho State Board of Education (Board) approved agreement between Boise State University and the Collegiate Licensing Company
August 2014	Board approved new 10-year agreement between Boise State University and the Collegiate Licensing Company

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Sections V.I.2. and V.I.10.

BACKGROUND/DISCUSSION

In 2007 and again in 2014, Boise State entered into an agreement to use the Collegiate Licensing Company (CLC) as its agent for licensing merchandise bearing Boise State University trademarks. The current agreement expires June 30, 2024, and Boise State has renegotiated better terms with CLC for a 10-year extension to the 2014 agreement.

All companies that manufacture products bearing Boise State trademarks pay a royalty fee based on the product's wholesale cost. CLC manages this process and collects the royalties. The royalties are paid to Boise State, and the remaining balance is retained by CLC as fees for their services. Boise State University, the University of Idaho and Idaho State University, all currently partner with CLC as their licensing agent.

Under the current contract, Boise State receives 82.5% of all annual revenue and 85% if annual revenue reaches between $1.5 million and $2 million in the final contract year of the initial term. Under the proposed extension, Boise State would receive 85% of all annual revenue up to $1M and ninety percent 90% of all annual revenue exceeding $1M.

Under the current contract and proposed extension, Boise State requires licensees to comply with CLC’s Labor Codes of Conduct and also requires licensees to join the Fair Labor Association to protect the conditions for the workers who will help create Boise State’s licensed goods.

IMPACT

Last year, under the prior contract, gross royalties collected by CLC for Boise State merchandise were $833,349. Of that, Boise State received $687,512 and CLC retained $145,837.

The proposed contract is for a term that would renew on July 1, 2024, and expire on June 30, 2034. At any point between the end of contract year four (4) and prior to the end of contract year nine (9), Boise State may give one (1) year notice to terminate without cause. Upon such termination, the CLC commission will be increased by five percent (5%) for the final year. There will be no post-term payment due to CLC.

If the contract reaches its natural expiration in year 10, there will be no reduction in Boise State's royalties and no post-term payment will be due.

ATTACHMENTS

Attachment 1 – Addendum to Agency Agreement
Attachment 2 – Agency Agreement
Attachment 3 – Sole Source Procurement Documentation

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.10 – Sales of Services or Licensure of Assets states any transaction where an institution, school or agency seeks to grant to a third party the right to conduct the sale of services on the behalf of, or on the property owned by, the institutions, school or agency (such as concessions, broadcast or license rights) must be conducted via an open process that maximizes competition or other means that maximizes the returns in revenues, assts, or benefits to the institution, school or agency.

Pursuant to Section 5.a of Boise State's Purchasing Policy, the Boise State University Procurement and Vendor Services Director approved a waiver of the competitive bidding process in this circumstance. This is due to Learfield/IMG Licensing/CLC effectively having a market monopoly. IMG, CLC's only competitor in the Mountain West league, bought CLC in 2019, which had just merged with Learfield, Boise State multimedia rights licensing partner.

This proposed contract reflects a renegotiation of material terms to the financial benefit of Boise State. Boise State's royalty take will increase to 85% of all annual revenue up to $1M and 90% of all annual revenue exceeding $1M. In addition, the contract excludes any post-term payment and prohibits early termination rights.

BOARD ACTION

I move to approve the request by Boise State University to enter into a 10-year addendum to the agency agreement with the Collegiate Licensing Company in accordance with the terms outlined herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**ADDENDUM TO THE AGENCY AGREEMENT
BY AND BETWEEN
COLLEGIATE LICENSING COMPANY, LLC
AND
BOISE STATE UNIVERSITY**

This Addendum ("Addendum") is entered into as of the date last signed below (the "Effective Date") and amends the Agency Agreement (the "Agreement") by and between **Collegiate Licensing Company, LLC** ("CLC") and **Boise State University** ("University"). Capitalized terms used but not defined in this Addendum shall have the meanings ascribed thereto in the Agreement, as amended.

RECITALS

WHEREAS, CLC and University have entered into the Agreement, the effective date of which being July 1, 2014 as amended from time to time; and

WHEREAS, CLC and University now desire to further amend the Agreement as set forth in this Addendum effective as of the Renewal Commencement Date (as defined herein).

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ADDENDUM

1. **Term**. The Parties desire to amend the Term of the Agreement such that the Agreement shall renew on July 1, 2024 (the "Renewal Commencement Date") on the terms and subject to the conditions set forth herein, and expire on June 30, 2034 (such period, the "Renewal Term"). The term of any license granted by CLC shall, as far as feasible, terminate no later than the termination or expiration date of this Agreement.

2. **Payments**. The first three sentences of **Paragraph 4(a)** are hereby deleted and replaced with the following:

> With regard to Annual Revenue, CLC shall be entitled to retain fifteen percent (15%) of the first One Million and No/100 Dollars (U.S. $1,000,000) and ten percent (10%) of all Annual Revenue in excess of One Million and No/100 Dollars (U.S. $1,000,000). CLC will render the balance of the Annual Revenue to University unless otherwise directed by University.

3. **Travel Stipend**. **Paragraph 4(c)** is hereby deleted in its entirety and replaced with the following:

CLC will make available to University, each Contract Year, a stipend in an amount up to

Three Thousand and No/100 Dollars (U.S. $3,000) ("Travel Stipend") to cover travel and related expenses for University staff to visit the Atlanta office and the annual CLC Seminar. CLC will reimburse University for such travel-related costs actually incurred against the Travel Stipend, and up to the Travel Stipend amount, within one (1) month after University provides documentation of such costs incurred. Any portion of this Travel Stipend not used in the applicable Contract Year shall be forfeited.

4. **Legal Joinder**. In **Paragraph 7(b)** of the Agreement, the following text is hereby deleted:

, and CLC shall join as a party plaintiff or defendant with the University at the University's request

5. **Notices. Paragraph 15** of the Agreement is hereby modified such that all notices to CLC shall be sent to the following addresses:

The address for CLC shall be:

Collegiate Licensing Company, LLC
Attn: Cory Moss
1075 Peachtree Street NE, Suite 3300
Atlanta, Georgia 30309
(770) 956-0520
Cory.Moss@clc.com

With a copy to:

Collegiate Licensing Company, LLC
Attn: General Counsel
1075 Peachtree Street NE, Suite 3300
Atlanta, Georgia 30309

6. **Certifications**. New Paragraph 21 is hereby added to the document and shall read as follows:

21. CERTIFICATIONS - University is prohibited by state law from entering into certain contractual agreements. CLC hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, 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; (ii) pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party 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 affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this paragraph defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

7. **Appendix A**. All text and logos set forth on **Appendix A** of the Agreement are hereby deleted and replaced with the following:

> University is the owner of all rights, title, and interest in and to the Indicia associated with University as set forth on BrandManager 360, as updated by University from time to time. In addition to such Indicia, all trademarks hereafter associated with University that are approved and/or used by University will be subject to the same terms and conditions as if fully set out herein, unless specifically excluded by **Appendix B**.

8. **Appendix B.** All text set forth on **Appendix B** of the Agreement is hereby deleted and replaced with the following:

> University concurs in the basic concept that no user of its marks and logos should be exempt from royalty payments and will make every good faith effort to comply with this concept. However, University reserves the right to exempt any user from royalty payments if circumstances warrant that it would be in the best interests of University, and does not unduly impact CLC's ability to generate royalties under this Agreement.

9. **Full Force and Effect**. The terms, conditions, and covenants set forth in this Addendum shall go into effect on the Renewal Commencement Date. All other provisions of the Agreement shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Addendum and the Agreement or any prior amendments, the terms of this Addendum will take precedence as of the Renewal Commencement Date. The current terms and conditions of the Agreement shall remain in effect until the Renewal Commencement Date.

IN WITNESS WHEREOF, the parties have executed this Addendum, effective as of the Effective Date.

Boise State University	**Collegiate Licensing Company, LLC**
Signature: _____	Signature: _____
Print: _____	Print: Cory Moss
Title: _____	Title: CEO
Date: _____	Date: _____

AGENCY AGREEMENT

This is an Agreement between Boise State University, an institute of higher education of the state of Idaho, having its principal place of business at 1910 University Drive, Boise, Idaho 83725 ("University") and Collegiate Licensing Company, LLC, a limited liability company of the state of Georgia, having its principal place of business at 1075 Peachtree Street, Suite 3300, Atlanta, Georgia, 30309 ("CLC").

Whereas, University is the owner of certain Indicia, as hereinafter defined; and

Whereas, CLC desires to act as University's exclusive agent to license the use of the Indicia, as hereinafter defined, in connection with the marketing of various articles of merchandise and to conduct certain Promotions, as hereinafter defined; and

Whereas, University desires to appoint CLC to act as University's exclusive agent to license the use of the Indicia in such manner as to preserve the integrity, character and dignity of University and maintain the reputation of the Indicia as designating high quality merchandise.

Now, therefore, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS - In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following respective meanings:

(a) "Indicia" means the names and identifying indicia of the University including, without limitation, the trademarks, service marks, trade dress, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, designs, colors, uniform and helmet designs, distinctive landmarks, logographics, mascots, seals and other symbols associated with or referring to the University. Indicia includes those shown in Appendix A, modifications of the Indicia approved for use by the University, and any other names or identifying indicia adopted and approved for use by the University.

(b) "Territory" means the United States of America, its territories, and possessions, and the Commonwealth of Puerto Rico, as well as United States military bases abroad.

(c) "Licensed Articles" means products that contain the Indicia.

(d) "Premium" means any article given free or sold at less than the usual selling price, for the purpose of increasing the sale, promoting or publicizing any other product or any service, including incentives for sales force, trade or consumer.

(e) "Promotion" means any activity involving the presentation of Indicia through advertising, publicity, or other means of exposure, in or on merchandise, Premiums, point of purchase displays, print, electronic or any other medium.

(f) "Annual Revenue" means the revenue received by CLC resulting from the use of the Indicia, during the period of July 1st to June 30th of any year of this Agreement ("Contract Year").

2. GRANT OF AGENCY - University appoints CLC as University's exclusive agent to appoint licensees to use the Indicia on Licensed Articles and Premiums sold or distributed through approved channels in the Territory and to conduct Promotions in the Territory, in the manner, set forth in this Agreement. Notwithstanding the foregoing, this grant of agency shall not be exclusive, or shall not apply, with respect to any item of merchandise, Indicia, and/or company listed in Appendix B, and/or to any company doing business in a location listed in Appendix B, in accordance with the indications set forth in Appendix B. CLC shall work with the University to continue to grow and develop the University licensing program taking into account its distinct approach to licensing and its academic, athletic and business affairs as an institution of higher education. Notwithstanding any of the terms herein, University shall have full decision making over every aspect of its licensing program. CLC agrees that the artwork and licensee approval system and the retail intelligence reporting system will not be of a lesser standard than currently provided to University, and that CLC will continue to make improvements to its systems. CLC will continue to provide transparent reporting regularly, being no less than once per quarter on or around the payment accounting dates set out in paragraph 4 (a) below, and in addition ad hoc reporting at University's reasonable request, in a manner that enables the University to properly manage its trademark licensing program. CLC agrees that it will provide high caliber account team of equal or better quality as currently being provided to University.

3. APPROVALS - CLC agrees that it will license the use of the Indicia only in connection with merchandise and promotions of the kind or character approved by the University. CLC acknowledges that if merchandise sold by licensees were of inferior quality in design, material or workmanship, the substantial goodwill that the University possesses in the Indicia may be impaired. Accordingly, CLC undertakes that the licensing and marketing will be done in such a way as to preserve the integrity, character and dignity of University and that the items of merchandise shall be of good quality.

(a) CLC shall require licensees to submit items of merchandise and designs for approval prior to distribution or sale, either electronically via MyiCLC or as a sample or prototype of the actual product (hereinafter "Submissions"). CLC shall, in turn, inspect the Submissions, and then shall transmit or forward the Submissions to the University for its review in accordance with subparagraph 3(b).

(b) Recognizing the time constraints of production schedules, University shall have two weeks from its receipt of a Submission to approve or disapprove said Submission, and if approved, with no further comment from the University, the Submission shall be deemed as accepted to serve as an example of quality for that item. In the event that the University fails to notify CLC of its decision within the two-week period, CLC will have the right to approve said Submission upon notice to the University, unless otherwise notified by the University.

(c) CLC will submit to University for its approval all Promotions developed by CLC,

as well as any Premiums related to said Promotions.

4. PAYMENTS

(a) With regard to Annual Revenue received by CLC resulting from use of the Indicia including, without limitation, royalties, minimum guarantee payments and advance payments from licensees during the Initial Term of this Agreement, as that term is defined in paragraph 11, CLC shall pay to University eighty two and one-half percent (82.5%) of all Annual Revenue during the Initial Term. Upon exercise by the University of the option to extend the Initial Term, as provided in paragraph 11, the parties shall agree to negotiate in good faith a mutually fair rate. In the event that the parties do not agree to such a rate, and provided that the Annual Revenue falls between $1.5 million and $2 million in the final Contract Year of the Initial Term, CLC shall increase the rate payable to the University to eighty five percent (85%) of all Annual Revenue for the remaining Contract Years. Payments hereunder shall be made to University quarterly within one month following each calendar quarter and shall be accompanied by a report setting forth activities resulting in said revenue and any other information as appropriate to enable an independent determination of the amounts due hereunder. CLC shall keep records of operations hereunder for at least four years after the date of payment and shall make such records reasonably available during normal business hours for examination by a representative of University to the extent necessary to verify the payments herein provided.

(b) In the event that the University exercises its termination right, per paragraph 11, after the 4th Contract Year of this Agreement, the CLC revenue share provided in paragraph (a) will be increased by 5% (and the University share accordingly reduced by 5%) for the final Contract Year of this Agreement.

(c) During each Contract Year of this Agreement, CLC shall pay for the University's licensing director and one additional staff member to visit CLC's office in Atlanta, Georgia to meet with the staff, analyze the current status and discuss the strategic initiatives of the licensing program. CLC shall also pay for the University's licensing director and one additional staff member to attend the annual CLC seminar. CLC shall make and pay for all travel and accommodation directly.

(d) To the extent permitted by law, the University agrees that it will not disclose the terms of Paragraph 4 hereof to other colleges and universities without the prior consent of CLC, which consent shall not be unreasonably withheld.

5. MANNER OF PAYMENT - All amounts payable to University shall be paid in United States dollars by check made payable to Boise State University, and sent to Director of Trademark Licensing and Enforcement (currently Ms. Rachael Bickerton), Office of Trademark Licensing, Boise State University, 1910 University Drive, Boise, Idaho 83725.

6. LEGAL

(a) CLC agrees that, in any matter against a third party arising out of or related to this

Agreement, except when University and CLC have conflicting interests, University shall have the sole right, in University's discretion, to decide whether to file and prosecute an action or lawsuit, to control the prosecution or defense of any action or lawsuit in which University and CLC are named parties, to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit. CLC further understands and agrees that University shall have the sole right, in University's discretion, to select and retain counsel for any of these purposes. University agrees to consult with CLC before making any final decision in any matter in which University and CLC are aligned against a third party, and University further agrees that it shall not commit CLC to the terms of any compromise or settlement which would make CLC wholly or partly responsible for the payment of money to a third party without the prior written consent of CLC, which shall not be unreasonably withheld.

(b) CLC agrees to provide, at reasonable cost to be borne by University, any evidence, documents, and testimony which may be requested by University to assist in the filing, prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement, and CLC shall join as a party plaintiff or defendant with University at University's request. In the event CLC is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by CLC in connection therewith, shall be paid by CLC and University shall have no liability for paying said expenses.

(c) University shall pay the costs and expenses of any action or lawsuit in any court or in any state or federal agency when University is a party thereto against a third party in any matter arising out of or related to this Agreement. Any award of attorneys' fees in any action in any court or in any state or federal agency shall be paid solely to University, and CLC shall not share therein. Any damages or profits ordered to be paid to University by any third party in any matter arising out of or related to this Agreement will, to the extent that such damages or profits are actually collected by University, be first retained by University to reimburse University fully for all costs and expenses incurred in the action or lawsuit, including compensation for the time spent by University's employees in connection with the action or lawsuit, and any remaining money, to the extent that it is compensation for royalties otherwise payable, will be divided between University and CLC as specified in Paragraph 4 of this Agreement.

7. NOTIFICATION OF CLAIMS - In the event that either University or CLC learns or becomes aware that any third party has made or may make a claim against University or CLC for any matter arising out of or related to this Agreement, the party learning or becoming aware of such actual or potential claim shall notify the other by telephone or email on the same day, and shall follow such notification with a full written report within 48 hours to be sent both by email and by United States Postal Service mail, certified and with return receipt requested.

8. INQUIRIES - University agrees that, if any potential licensee or other party directs an inquiry to University regarding Licensed Articles, Promotions, Premiums or other trademark use or licensing related issues, such inquiry will be forwarded to CLC for a response. CLC agrees that, upon

receiving any inquiry from a potential licensee, whether from University or directly from such potential licensee, CLC will handle said licensee request in an expeditious manner.

9. RELATIONSHIP OF PARTIES - Nothing herein shall give CLC any right, title, or interest in any Indicia of the University except the limited interest specifically stated in this Agreement, and all use by any licensee of any of the Indicia shall inure to the benefit of University. Neither CLC nor any licensee is empowered to state or imply, either directly or indirectly, that CLC or any licensee or any activities other than those pursuant to this Agreement and licenses issued pursuant to this Agreement are supported, endorsed or sponsored by University, and upon the direction of University, express disclaimers to that effect will be issued. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

10. INDEMNIFICATION - University shall have no liability for any item manufactured or sold by a licensee, and CLC shall require all licensees to indemnify and hold harmless University and officers, employees, servants, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any item manufactured or sold under any Indicia pursuant to a license granted pursuant to this Agreement. CLC shall require of each licensee that it have and maintain liability insurance sufficient to cover all foreseeable product liability claims. University shall not be liable to CLC or to any licensee, as the result of activities by CLC or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by CLC or any licensee because of any patent, copyright or trademark held by a third party except where Indicia is used as expressly authorized in this Agreement.

11. TERM - This Agreement shall have an effective date of July 1, 2014 and shall expire on June 30, 2019 (the "Initial Term"), unless sooner terminated or extended in accordance with the provisions hereof. This Agreement shall automatically be extended for additional yearly periods, through June 30, 2024, under the same terms and conditions unless either party shall give twelve (12) months written notice of termination by July 1 of the 4th Contract Year or by July 1 of any subsequent Contract Year.

12. TERMINATION OR EXPIRATION - Upon termination of this Agreement as provided in paragraph 11 above, CLC shall continue to receive compensation outlined in Paragraph 4 for the final Contract Year following notice of termination pursuant to paragraph 11.

13. DEFAULT - If either University or CLC shall fail to perform any of the material terms or conditions of this Agreement and such material breach shall not have been cured within thirty (30) days after the non-defaulting party has given written notice thereof, the non-defaulting party shall have the right to terminate this Agreement, without prejudice to the right of compensation for losses and damages.

14. INSOLVENCY - To the extent then permitted by law, this Agreement shall be terminated immediately if CLC shall make any assignment for the benefit of creditors, or shall file any petition

under the Bankruptcy Act for reorganization, or file a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of the several states.

15. NOTICES - All notices and statements to be given and all payments to be made, shall be given or made to the parties at their respective addresses set forth herein, unless notification of a change of address is given in writing. Unless otherwise provided in the Agreement, all notices shall be sent by certified mail, return receipt requested with a copy sent by facsimile, the receipt of which is confirmed by confirmation document; email, confirmed by email receipt confirmation notice; or nationally recognized overnight delivery service that provides evidence of delivery, and shall be deemed to have been given at the time they are sent.

16. SEVERABILITY - In the event any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this Agreement shall be deemed and remain fully valid and enforceable.

17. NONASSIGNABILITY - This Agreement and any rights herein granted are personal to CLC and shall not be assigned, sublicensed or encumbered without University's written consent except that the Agreement and rights may be assigned along with CLC's entire business in licensing the marks of universities, provided the obligations of the Agreement are assumed by the assignee.

18. INTEGRATED AGREEMENT - This Agreement constitutes the entire agreement and understanding between the parties hereto and specifically cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between the University and CLC. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. When necessary for appropriate meaning, a plural shall be deemed to be the singular and a singular shall be deemed to be the plural.

19. APPLICABLE LAW; JURISDICTION AND VENUE - This Agreement shall be construed in accordance with the laws of the state of Idaho. Any legal proceeding instituted between the parties to this Agreement shall be in the courts of the County of Ada, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts.

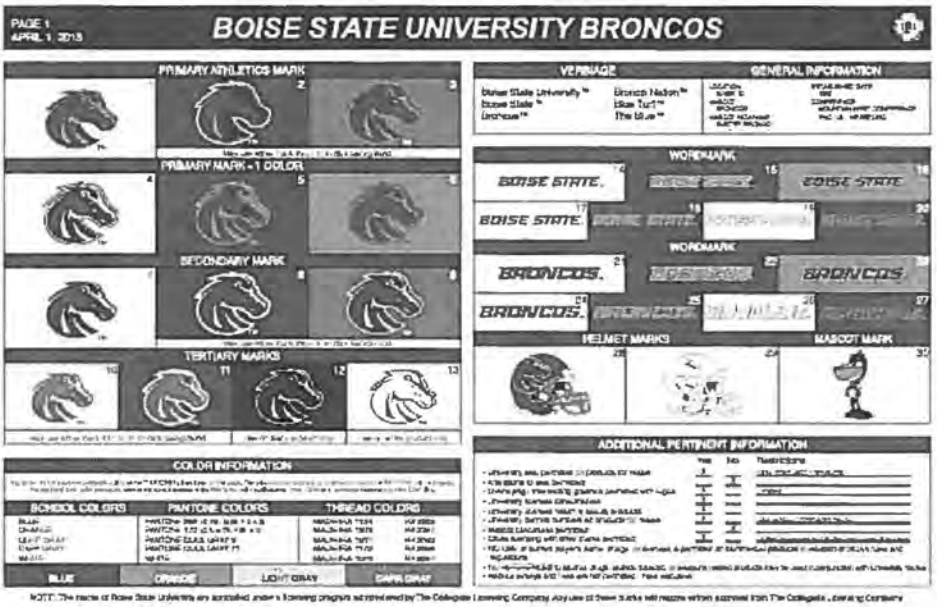
20. APPROVAL OF AGREEMENT - This Agreement shall be subject to approval by the Idaho State Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BOISE STATE UNIVERSITY	COLLEGIATE LICENSING COMPANY, LLC
By: Stacy Pearson	By: Cory Moss
Title: Vice President for Finance and Administration	Title: SVP and Managing Director
Date: 9/9/14	Date: 8/29/14

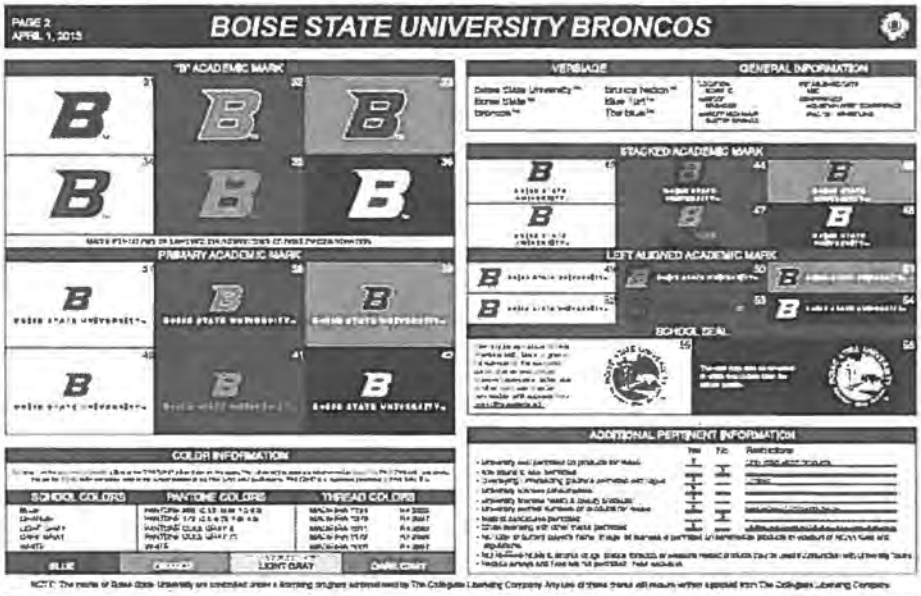
APPENDIX A
LICENSED INDICIA

BOISE STATE UNIVERSITY is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.



In addition to the Indicia shown above, any Indicia adopted hereafter and used or approved for use by BOISE STATE UNIVERSITY shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

BOISE STATE UNIVERSITY is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.



In addition to the Indicia shown above, any Indicia adopted hereafter and used or approved for use by BOISE STATE UNIVERSITY shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

APPENDIX B
EXCEPTIONS

The University concurs in the basic concept that no user of its marks and logos should be exempt from royalty payments and will make every good faith effort to comply with this concept. However, the University reserves the right to exempt any user from royalty payments if circumstances warrant that it would be in the best interests of the University, and does not unduly impact CLC's ability to generate royalties under this Agreement. The exceptions are set forth below.

- University purchases for internal consumption.
- Boise State Bookstore – stationery items and school supplies only.
- License plates issued through the Idaho Department of Vehicles
- Merchandise produced under University's crafter license program
- Non-merchandise licensing agreements such as corn mazes, sponsorship agreements and the like.

BOISE STATE UNIVERSITY
PROCUREMENT AND VENDOR SERVICES

LEGAL NOTICE
PUBLICATION DATE: September 13, 2023

The Boise State University Procurement and Vendor Services hereby publishes notice of intent to award a sole source procurement. This notice is being given pursuant to Boise State University Purchasing Policy.

The sole source procurement is between **Collegiate Licensing Company**. And Boise State University. Boise State University proposes to purchase products or contract services consisting of the following:

- ***Customized Brand Management Strategies***
- ***Systems and Data - Brand Manager 360 digital license management toolbox and on-demand program management and analysis.***
- ***National Brand Platform creation for marketing and merchandising***
- ***Retail Development & Marketing***
- ***Corporate Responsibility Commitment***
- ***Brand Protection including collegiate trademark protection and licensed products, including marketplace and online enforcement, contract development and compliance, trademark registration and protection.***

The Purchasing Director has determined that there is only one vendor qualified to provide this commodity or service.

Any interested vendor may file a challenge to this sole source procurement, in accordance with Boise State University Purchasing Policy, by giving timely notice, within 5 business days, to:

Eric Knothe - ericknothe@boisestate.edu
Director of Procurement and Vendor Services
Boise State University
1910 University Drive, Mail Stop 1210
Boise, ID 83725-1210

https://www.boisestate.edu/vpfa-p2p/vendor-supplier-information-for-businesses/

BOISE STATE UNIVERSITY

SUBJECT

Online Program Fees for a new undergraduate certificate in AI for All

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes to offer an online undergraduate certificate utilizing an online program fee consistent with Board Policy V.R, Establishment of Fees. The certificate program will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

The new undergraduate certificate in AI for All provides students with an understanding of how to effectively use prominent generative AI platforms. Generative artificial intelligence technologies were released to the public in fall 2022. Given the integration of generative AI technologies in workplaces and the culture at large, students need an opportunity to learn how to effectively use dominant generative AI platforms, identify and understand their weaknesses, and have an opportunity to apply them in their domains of study.

IMPACT

The undergraduate certificate in AI for All is being offered at a price point of $375 per credit which aligns with the majority of Boise State University's undergraduate online programs. The projected enrollment for FY 25-26 is 5 students; FY 26-27 is 10 students and FY 27-28 are 20 students. There are no additional instructional resources required. The cost of the program is $2,625 (7 credits at $375 per credit).

STAFF COMMENTS AND RECOMMENDATIONS

According to Board Policy V.R.3.b.ii – Institutional Online Program Fee, an institutional online program fee may be changed for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code §33- 3717B) and all other Board approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities, provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.

Boise State's request to assess an online program fee of $375 per credit for the AI for All undergraduate certificate aligns with criteria as defined in Board Policy V.R.3.b.ii.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge an online program fee of $375 per credit for the undergraduate certificate in **AI for All**.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing lease from College of Southern Idaho for the University of Idaho's (UI's) College of Agricultural and Life Science Research and Extension programs in Twin Falls.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2(a)

BACKGROUND/DISCUSSION

Since at least 2007, the University of Idaho College of Agricultural and Life Sciences (CALS) has occupied office space at the College of Southern Idaho. The current lease covers 13,111 square feet at CSI's Evergreen Building. UI CALS substantial presence and service in the Twin Falls region is integral to its education, research and outreach mission for the State, and the University requests permission to extend that lease as provided by the attached draft lease. While UI occupation of the CSI campus has been covered by a continuous series of 1-3 year leases since 2007, prior Board of Regents policy did not require Board approval for each periodic renewal so long as no single term exceeded five years or the rent exceeded the approval threshold established by the then current Board policy. However, August 2023 Board policy changes appear to now require Board approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. Aside from periodic escalations in rent to cover increased operating costs by CSI, the terms of the lease have remained essentially unchanged for several years.

IMPACT

The rent amount assessed by CSI is calculated to only cover operating expenses for the space provided by CSI, so the costs of occupation are less than could be secured at commercial spaces in the local market and these costs will be covered by CALS operating budget as they have been covered previously.

ATTACHMENTS

Attachment 1 – Draft Lease Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2(a) – Institutional Approval Authorization Limits requires Board approval for all transactions for institutional leases of real property (as lessee or lessor) if lease amount is over $2M, or the term of the lease exceeds 5 years.

The policy was updated in August 2023 to include the following language that pertains to this lease renewal between the University of Idaho (UI) and College of Southern Idaho (CSI), "If the lease term including renewal terms did not exceed 5

years under the original term of a lease, but through amendment the term is extended, Board approval is required."

The lease terms and details are in substantial conformance with Board policy.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into a lease with the College of Southern Idaho in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into by and between College of Southern Idaho, 315 Falls Avenue, Twin Falls, ID 83303, a public body organized and existing under the laws of the State of Idaho, hereinafter referred to as "Lessor" and the Board of Regents of the University of Idaho, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho hereinafter referred to as the "Lessee".

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Lessor and Lessee agree as follows:

I. Lease of Premises. Lessor is the owner of the following described real property situated in Twin Falls County, State of Idaho: Agricultural Science Center Building on the College of Southern Idaho Campus, 315 Falls Avenue East, Twin Falls, Idaho as shown on the attached Exhibit A and hereinafter referred to as the "Leased Premises". Lessor agrees to lease approximately 13,111 square feet of the Leased Premises to the Lessee for the purpose of providing office, meeting, lab, and classroom space for the University of Idaho's College of Agriculture and Life Science, Twin Falls Research and Extension Center. Lessee is also hereby authorized for the non-exclusive use of any common areas necessary to access or support the use of the Leased Premises (including but not limited to reception areas, storage rooms, hallways and bathrooms) in the building in which Leased Premises is located. During the Lease Term, Lessor covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of the Leased Premises to Lessee, subject to the express provisions of this Lease. Lessee, subject to reasonable size and installation requirements of Lessor, may install a sign identifying Lessee's location and operation within the building. Such installation shall be at Lessee's sole expense and shall be subject to Lessor's approval, which approval shall not be unreasonably withheld or delayed. This Lease provides no parking spaces. Smoking is prohibited in Leased Premises and in the building in which the Leased Premises are located. Lessor shall provide use of classroom space elsewhere on campus on an "as needed" and "as available" basis.

Lessor will provide Lessee's faculty and staff that occupy stated Leased Premises the same entitlements as Lessor's own faculty and staff, including but not limited to use of the Telecommunications Center and the Audio and Television Production Center at cost, and no cost use of Library facilities.

2. Lease Term. The Lease Term will commence on August 1, 2024, and will continue through July 31, 2027, such Term is subject to continued funding of the College of Agricultural and Life Science programs. Lessee shall have the right to terminate this Lease by providing, in advance, a written 30-day notice to Lessor should the program not have sufficient funding to maintain this location.

3. Lease Payment. Lessee shall pay to Lessor $120,972 before August 1, 2024, for the period of August 1, 2024, until July 31, 2025. Lessee shall pay to Lessor $124,602 before August 1, 2025, for the period of August 1, 2025, until July 31, 2026. Lessee shall pay to Lessor $128,340 before August 1 , 2026, for the period of August 1, 2026, until July 31, 2027.

Lessee agrees to send the Lease Payment to Lessor by mail at the address contained in the Notice provisions of this Lease.

4. Inspection, Repairs, Alteration and Waste. Lessee has inspected the Leased Premises and leases it "AS IS". Normal or usual repairs or alterations needed by Lessee over the term of the Lease required to maintain the existing condition of the Leased Premises shall be at the Lessor's expense. Major structural alterations desired by Lessee must have prior approval of Lessor's President or Vice President of Administration, such approval not to be unreasonably withheld, and will be accomplished at Lessee's expense. In the event the agreement is terminated prior to the initial term, as provided in paragraph 2, the parties will negotiate and arrive at mutual agreement concerning reimbursement by Lessor to Lessee for the cost of major alterations paid for by Lessee which enrich the values of the property. In the event the Parties cannot mutually agree, the Parties will submit the dispute to mediation. Lessee will not commit waste on the Leased Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Leased Premises, including fixtures.

5. Utilities, Janitorial and Property Taxes. Lessor shall pay for all the utility charges for the Leased Premises including, but not limited to electricity, natural gas, water, sewer, solid waste, maintenance, including grounds and parking areas, and custodial costs. Lessee shall pay for telephone, internet and cable or satellite television services assessed by the service provider for Lessee's use of the Leased Premises. Lessor shall pay for all property taxes relating to the Leased Premises.

6. Liability. Each party shall be responsible only for the acts, omissions or negligence of such party and such party's own employees and agents. Nothing in this Agreement shall extend the tort responsibility or liability of Lessee or the State of Idaho beyond that required by law, including the Idaho Tort Claims Act, Idaho Code section 6-90I, *et seq.* Each party shall be responsible for damage to property of the other party caused by such party and such party's employees and agents in the performance of the Agreement. If Lessee's liability for property claims or damage is not covered by the Lessee's self-insurance or other property coverage, Lessee shall pay the costs arising from such claim or damage to the extent funds are legally available, therefore. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

7. Insurance. Lessor hereby releases Lessee and its respective officers, agents, employees and servants, and Lessee hereby releases Lessor and its respective officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the Premises, or to the furnishings, fixtures, and/or equipment or inventory or other property of either Lessor or Lessee in, about or upon the Premises, as the case may be, which be caused by or result from perils, events or happenings which are the subject of insurance carried by the respective parties and in forces at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.

8. Damage or Destruction Renders Leased Premises Unfit for Occupancy. If, during the term of this Lease the Leased Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of the Lessee so as to render the Leased Premises unfit

for occupancy by Lessee, this Lease shall be automatically terminated and at an end. Lessee shall immediately surrender the Leased Premises to the Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute space. Rents will be continued upon occupancy at: (i) the current lease rate; or (ii) the market rate for the substitute space, whichever is less. Such relocation shall be for the remainder of this Lease Agreement or any extension.

9. Hazardous Material Use. Lessor and Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Leased Premises by their agents, employees, contractors, customers, clients, guests or invitees except as incidental to Lessee's permitted use of the Leased Premises or Lessor's maintenance, repair or other ownership obligations for the Leased Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Lessor and Lessee shall comply with all applicable laws and regulations regulating the use, reporting, storage, discharge and disposal of Hazardous Material. As used in the Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl ("PCB"), (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601), (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991, (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605), or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

10. Prohibition on Lessee Assignment. Lessee may not assign all or a part of this Lease unless Lessee first obtains the written consent of Lessor.

11. Default. Termination and Right of Reentry. It is expressly understood and agreed that if Lessee or Lessor fails to comply with any of the material covenants or agreements contained in the Lease, the other party, at its option, may declare the non-complying party in default of this Lease and shall provide written notice of such default declaration to the non-complying party. Following receipt of a notice of default, the defaulting party shall have thirty (30) days to cure the default. A default shall be deemed to have occurred if a defaulting party fails to cure a default within the time provided herein. In the event of a default by Lessor, Lessee shall have the right to immediately terminate the lease without penalty, owing only rent due as of the date of termination and to take whatever action is permissible under applicable law. In the event of a default by Lessee, Lessor shall have the right to take whatever action is permissible under applicable law and, upon three (3) days written notice, evict Lessee and reenter Leased Premises without termination of the Lease. If at any time the tenancy shall be ended as described above, or should Lessor elect to reenter the premises upon Lessee's default or abandonment, or should the Lessor or Lessee terminate this Lease, Lessee hereby agrees to surrender and deliver Leased Premises to Lessor peacefully and

immediately. If the Lease has not been terminated by 180 day written notice agreed to by both parties, Lessee shall be liable for rent until the Leased Premises are re-let or the lease term has expired; whichever occurs first. Lessor shall have the duty to seek to re-let the Leased Premises as soon as possible and with as much effort as is reasonable within the industry.

12. Notice. Any notice under this Lease shall be in writing and be delivered in person or by public or private courier service (including US Postal Service Express Mail and Federal Express) or registered or certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by a facsimile confirmation. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

If to Lessor: College of Southern Idaho
Vice President of Administration
PO Box 1238
Twin Falls, ID 83303-1238
(208) 732-6203

If to Lessee: University of Idaho
Vice President for Finance and Administration
875 Perimeter Drive MS 3168
Moscow, ID 83844-3168
Phone: (208) 885-2127

Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) the day of the mailing by registered or certified mail, or (c) the day facsimile delivery is verified.

13. Officials, Agents and Employees of Lessee Not Personally Liable. Lessor and Lessee agree that in no event shall any official, officer, employee or agent of the Lessee be in any way personally liable or responsible for any covenant or agreement contained in this Lease Agreement, whether expressed or implied, nor for any statement, representation or warranty made here in or in any way connected with this Lease Agreement or the Leased Premises.

14. Entry. Lessor may at all reasonable times enter to view the Leased Premises to make repairs or show Leased Premises to persons who may wish to lease or buy the same. Lessor shall make every effort to notify Lessee in advance of such showings and repairs to minimize interruption of Lessee's ongoing business activities.

15. No Partnership. It is expressly understood and acknowledged that Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Lessee, and that the relationship of Lessor and Lessee hereunder is strictly that of Lessor and Lessee.

16. Written Modifications. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by Lessor or Lessor's duly authorized agent or attorney and by Lessee.

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

18. Commissions. Lessee has not employed the services of any person acting as a real estate broker, agent, or finder for the negotiation or execution of this lease and Lessee has no leasing commissions, fees or similar charges payable to any person or entity as a result of its execution of this lease.

19. Nondiscrimination and Affirmative Action.

A. Lessor and Lessee shall not discriminate against any employee or applicant for employment in the performance of this Lease Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Lessor and Lessee certify that they do not and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Lessor and Lessee agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

1. For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

2. For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012) (the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of
Labor (41 CFR Part 60-250).

3. For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793) (the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

4. For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

B. Lessor and Lessee shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

20. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this Lease to enforce the terms and conditions of this Lease or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

21. Counterparts. This Lease may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

22. Venue; Governing Law. Any legal proceeding instituted between the parties shall be in the courts of the county in which the Premises are located, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Lease shall be governed by the laws of the State of Idaho.

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

24. Entire Agreement. This Lease represents all the transactions contemplated by the parties hereto. It is understood and agreed by the parties that there are no verbal promises or implied promises, agreements, stipulations, or other representations of any kind or character pertaining to the Premises between them other than as set forth in this Lease.

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

By: _____

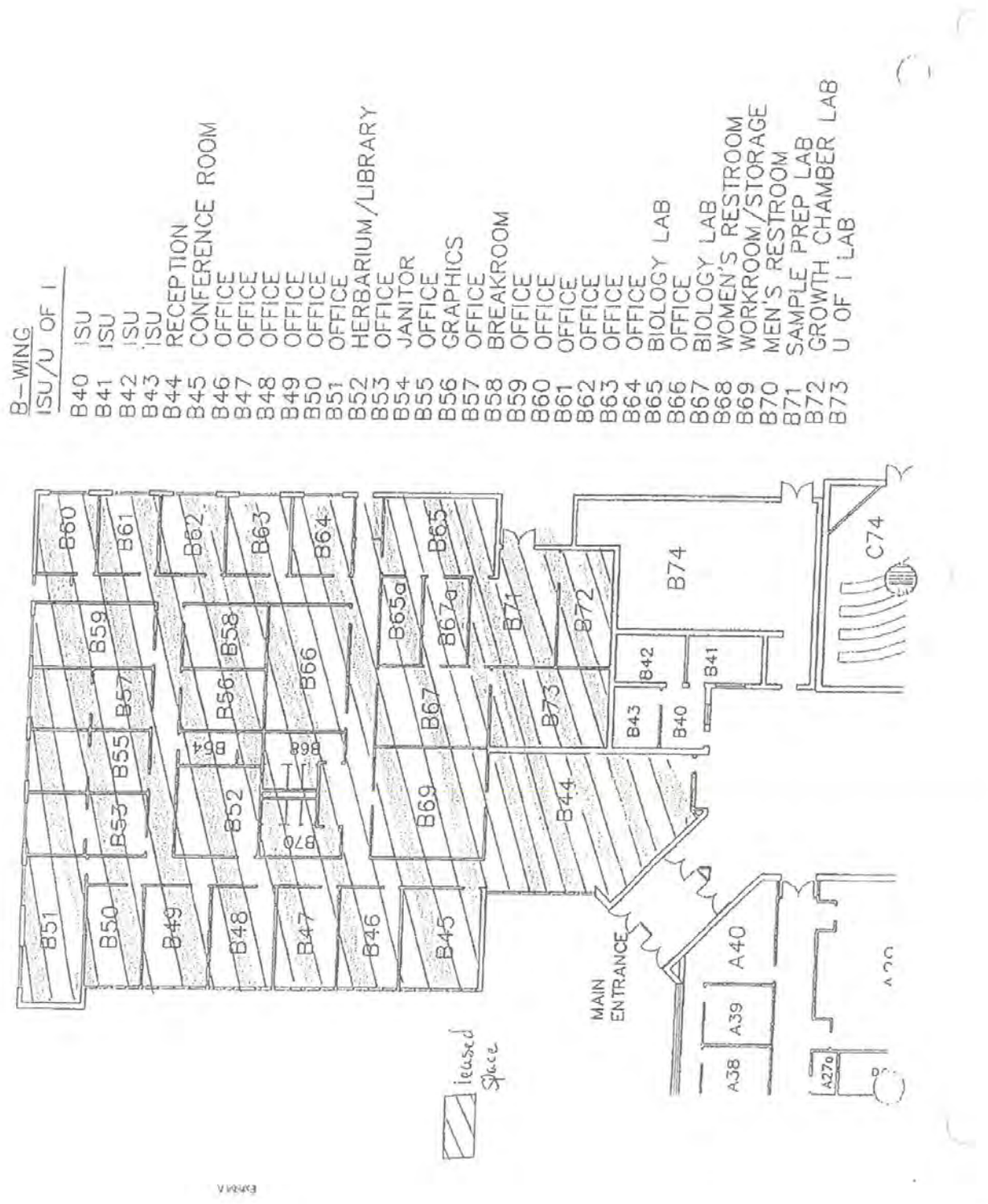
Kim Salisbury
Associate Vice President, Budget & Planning

Date: _____

LESSOR: **College of Southern Idaho**

By:_____
Jeffrey M. Harmon,
Vice President of Finance and Administration

Date: _____


B-WING
ISU/U OF I
B40 ISU
B41 ISU
B42 ISU
B43 ISU
B44 RECEPTION
B45 CONFERENCE ROOM
B46 OFFICE
B47 OFFICE
B48 OFFICE
B49 OFFICE
B50 OFFICE
B51 OFFICE
B52 HERBARIUM/LIBRARY
B53 OFFICE
B54 JANITOR
B55 OFFICE
B56 GRAPHICS
B57 OFFICE
B58 BREAKROOM
B59 OFFICE
B60 OFFICE
B61 OFFICE
B62 OFFICE
B63 OFFICE
B64 OFFICE
B65 BIOLOGY LAB
B66 OFFICE
B67 BIOLOGY LAB
B68 WOMEN'S RESTROOM
B69 WORKROOM/STORAGE
B70 MEN'S RESTROOM
B71 SAMPLE PREP LAB
B72 GROWTH CHAMBER LAB
B73 U OF I LAB
B74
C74
MAIN ENTRANCE
A40
A39
A38
A27a
leased Space

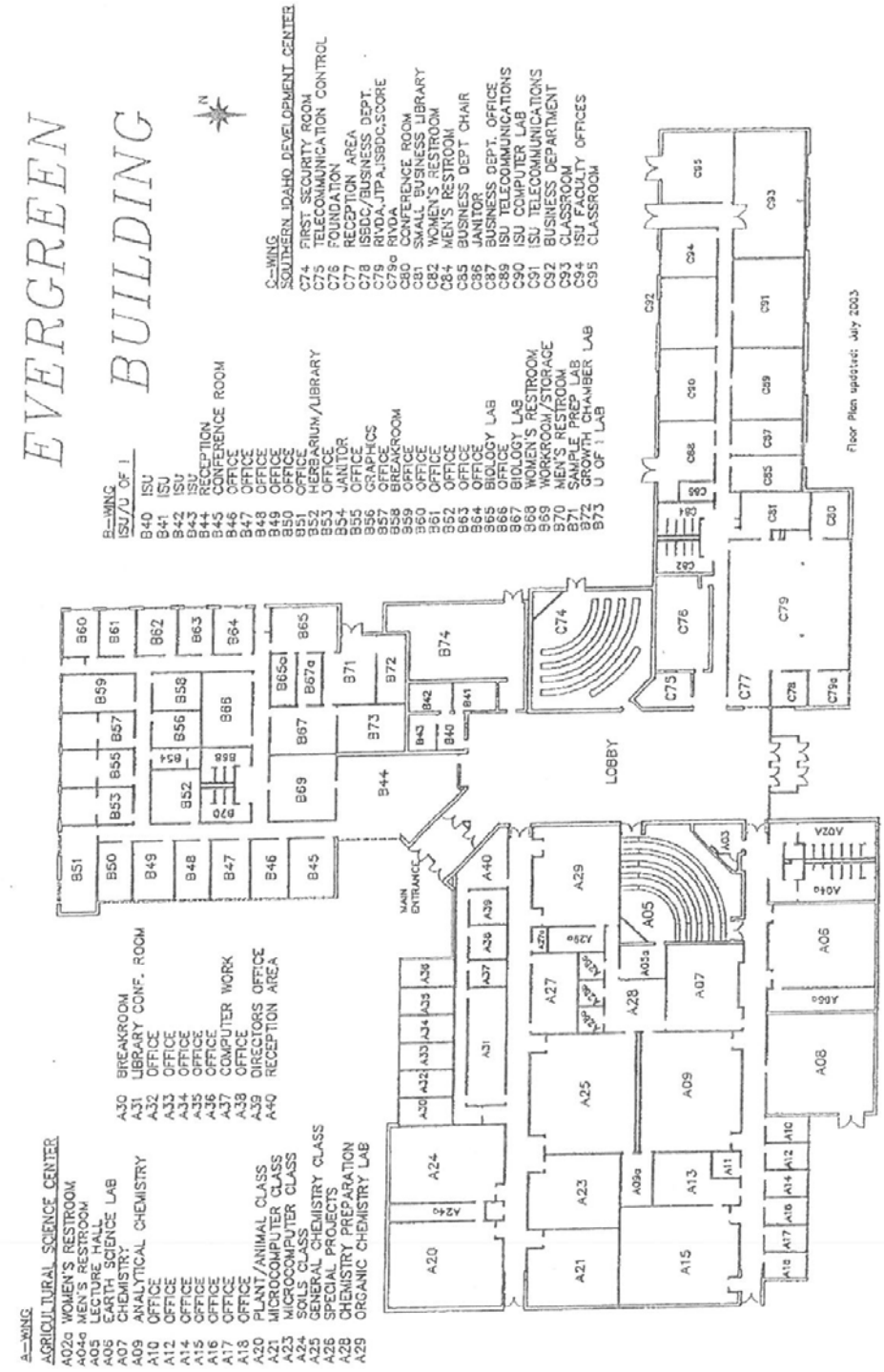


Exhibit A continued

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing lease from College of Southern Idaho for the University of Idaho's (UI's) Admissions office in Twin Falls.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2(a)

BACKGROUND/DISCUSSION

Since 2015, the University of Idaho's Office of Strategic Enrollment Management has occupied a single office space and some shared space at the Hepworth Building on the College of Southern Idaho campus. The office is used for admissions services for students transferring to the University of Idaho, and the University requests permission to extend that lease as provided by the attached draft lease. While UI occupation of this space has been covered by a series of 1-3 year leases since 2015, prior Board of Regents policy did not require Board approval for each periodic renewal so long as no single term exceeded five years or the rent exceeded the approval threshold established by the then current Board policy. However, August 2023 Board policy changes appear to now require Board approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. Aside from periodic escalations in rent to cover increased operating costs, the terms of the lease have remained essentially unchanged for several years.

IMPACT

The rent amount assessed by CSI is calculated to only cover operating expenses for the space provided by CSI, so the costs of occupation are less than could be secured at commercial spaces in the local market and other locations would not be as convenient for transferring students. Leasing costs will be covered by appropriate UI operating budget sources as they have been in the past.

ATTACHMENTS

Attachment 1 – Draft Lease Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2(a) – Institutional Approval Authorization Limits requires Board approval for all transactions for institutional leases of real property (as lessee or lessor) if lease amount is over $2M, or the term of the lease exceeds 5 years.

The policy was updated in August 2023 to include the following language that pertains to this lease renewal between the University of Idaho (UI) and College of Southern Idaho (CSI), "If the lease term including renewal terms did not exceed 5

years under the original term of a lease, but through amendment the term is extended, Board approval is required."

The lease terms and details are in substantial conformance with Board policy.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into a lease with the College of Southern Idaho in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT

This agreement is entered into by the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and under the laws and Constitution of the State of Idaho, hereinafter referred to as "Lessee" and the College of Southern Idaho, a public body organized and existing under the laws of the State of Idaho, hereinafter referred to as "Lessor," for the premises located at 315 Falls Avenue, Twin Falls, Idaho.

1. **LEASE OF PREMISES.** The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of Twin Falls, County of Twin Falls, State of Idaho known and described as follows: 315 Falls Avenue, consisting of one office as shown on Exhibit A. Lessee shall also be provided shared access with Idaho State University and Boise State University a conference room, an office equipment room, one storage room, and a reception area. The lease of the Premises includes the right, together with other tenants of the Building and their employees and business invitees, to use the common public areas of the Building for their intended use and subject to the other provisions of this Agreement but includes no other rights not specifically set forth herein.

2. **TERM.** The term of the Agreement is thirty-six (36) months. As time is of the essence, the term of this Agreement shall begin on July 1, 2024, and shall end at midnight on June 30, 2027. The Parties agree that this Agreement is subject to the termination, expiration, and renewal rights set forth in this Agreement.

3. **PAYMENT.** Lessee shall pay Lessor a fixed payment for the term of this Agreement in annual installments of $6,707 for year one, $6,707 for year two and $6,707 for year three. Lessor agrees to provide Lessee with an invoice for lease payments. Any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best effort to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by Lessee under the terms of this Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

4. **SERVICES AND PARKING.** The Lessor covenants that it will provide, perform, and pay for the services, maintenance, and parking as follows:

   A. Utilities:

      Domestic water and sewer, electricity, natural gas, and irrigation.

   B. Facility Repair and Maintenance:

      General Building structure and related equipment (Interior and Exterior).
      Heating system and related equipment.
      Cooling and air handling system and related equipment.
      Electrical system and related equipment.
      Sewer and plumbing systems and related equipment.
      Exterior lighting, including landscaped areas, parking area, and walkway.
      Cleaning ground and parking area of debris _X_weekly_ monthly _ other.
      Common area janitorial service _X_daily week (excluding weekends and holidays).
      Trash removal from property X weekly __ other: _____

Furnishing of all washroom materials, including paper products, soap, cleaning supplies, and equipment.
Light bulb and fluorescent tube replacement.
Ice and snow removal prior to start of each business day.
Lawn and shrubbery care weekly during season.

C. Custodial Services:
Complete janitorial service X five times per week (excluding weekends and holidays).
Trash removal from Premises X five times per week (excluding weekends and holidays).
Window cleaning X quarterly.
Carpet spot cleaning _ semi-annually X as needed.
Shampoo carpet _ semi-annually X as needed.

D. Computer Network and Phone System: Lessor shall provide access to its computer network and telephone lines. Lessees to each supply their own equipment.

E. Building Hours: The Premises shall be made available to Lessees during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

5. **TERMINATION OF AGREEMENT.** Lessor may terminate this Agreement in whole or in part at any time after a one-year period from the effective date, by providing Lessee with ninety (90) days written notice prior to the date such termination is to be effective. Lessee may terminate this Agreement in whole or in part at any time after a one-year period from the effective date, by providing Lessor with ninety (90) days written notice prior to the date such termination is to be effective.

6. **USE OF PREMISES.** Lessee shall use the Premises solely for the purpose of conducting its business and shall at all times comply with all laws, regulations and ordinances. Management and delivery of specific program services and management of the Lessor's and Lessees individual staff members shall remain the responsibility of the party responsible for the individual(s) and program services, and functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location. Services will continue to be performed in accordance with federal and state regulations pertaining to each party.

7. **NOTICES.** Any notice, request, claim, or other document or instrument, which is required by this Agreement shall be deemed and delivered when it is personally delivered or sent by certified mail to the address of the party as set forth in Attachment I.

8. **REPAIRS AND ALTERATIONS**. Lessee will not commit waste on the Premises, nor will Lessee disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenant that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear accepted. Repairs, except those actually necessitated by Lessee's waste. Disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures shall be made solely at the Lessor's expense. Any repairs shall be done in a skillful manner and must comply with all applicable codes, ordinances, rules and regulations.

Except as otherwise agreed, subsequent to the Effective Date and during the term of this agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any alterations, whether performed by Lessor or Lessee, must be made in a skillful manner and must comply with all applicable codes, ordinances, rules and regulations.

Notwithstanding any other provision of this Agreement, Trade Fixtures, as defined in this Agreement, installed by Lessee shall, at the option of Lessee, not become the property of the Lessor and, upon the termination of this Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear accepted. For purposes of this Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

9. **SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED.** All parties to this Agreement are government entities and this Agreement shall in no way or manner be construed to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds as may exist from time to time. Each party reserves the right to terminate this Agreement, if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for either party to continue payments under this Agreement. All future rights and liabilities of the Lessor and Lessee hereto shall thereupon cease within ten (10) days after notice to that other party.

10. **FIRE OR DAMAGE.** If, during the term of this Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Agreement or any extension.

11. **OFFICIALS, AGENTS AND EMPLOYEES OF LESSEE NOT PERSONALLY LIABLE.** It is agreed by and between the Parties that in no event shall any official, officer, employee, or agent of the State of Idaho be in any way liable or responsible for any covenant or Agreement contained in this Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

12. **RELATION OF PARTIES.** The Parties agree and acknowledge that neither shall be considered the employer, agents, representative, or contractor of the other by reason of this Agreement.

13. **LIABILITY** Each party shall be responsible only for the acts, omissions or negligence of such party and such party's own employees and agents. Nothing in this Agreement shall extend the tort responsibility or liability of Lessee or the State of Idaho beyond that required by law, including the Idaho Tort Claims Act, Idaho Code section 6-90I, *et seq.* Each party shall be responsible for damage to property of the other party caused by such party and such party's employees and agents in the performance of the Agreement. If Lessee's liability for a property claims or damage is not covered by the Lessee's self-insurance or other property coverage, Lessee shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

14. **INSURANCE.** Lessor hereby releases Lessee and its respective officers, agents, employees and servants, and Lessee hereby releases Lessor and its respective officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the Premises, or to the furnishings, fixtures, and/or equipment or inventory or other property of either Lessor or Lessee in, about or upon the Premises, as the case may be, which be caused by or result from perils, events or happenings which are the subject of insurance carried by the respective parties and in forces at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.

15. **DEFAULT.** In the event that either party shall default in the performance of any material term, covenant, or condition of this Agreement, the party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15)
business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.).

16. **HANDICAP ACCESSIBILITY.** Space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute (ANSI A117-1); Americans with Disabilities Act, Americans with Disabilities Accessibility Guidelines (ADAAG) and applicable regulations; the International Building code; all state-adopted codes and standards; and such federal regulations as may be applicable to the occupying agency.

17. **BUILDING SAFETY.** All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the State Fire Marshall's Office.

18. **SMOKING.** Executive Order 2005-10 requires that all State-owned or State-leased buildings, facilities or area occupied by State employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full- time residential facilities may be determined by the directors of such facilities.

19. **MATERIAL REPRESENTATIONS.** The Parties agree and acknowledge that the representations and acknowledgements made in this Agreement are material and the Parties have relied upon them in entering this Agreement.

20. **SEVERABILITY.** If any term or provision of this Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this Agreement.

21. **COMPLETE STATEMENT OF TERMS.** No other understanding whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit, or otherwise affect the operation of this Agreement.

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

By:

Kim Salisbury

Associate Vice President, Budget & Planning

_____

Date: _____

LESSOR: **College of Southern Idaho**

By:

Jeffrey M. Harmon,

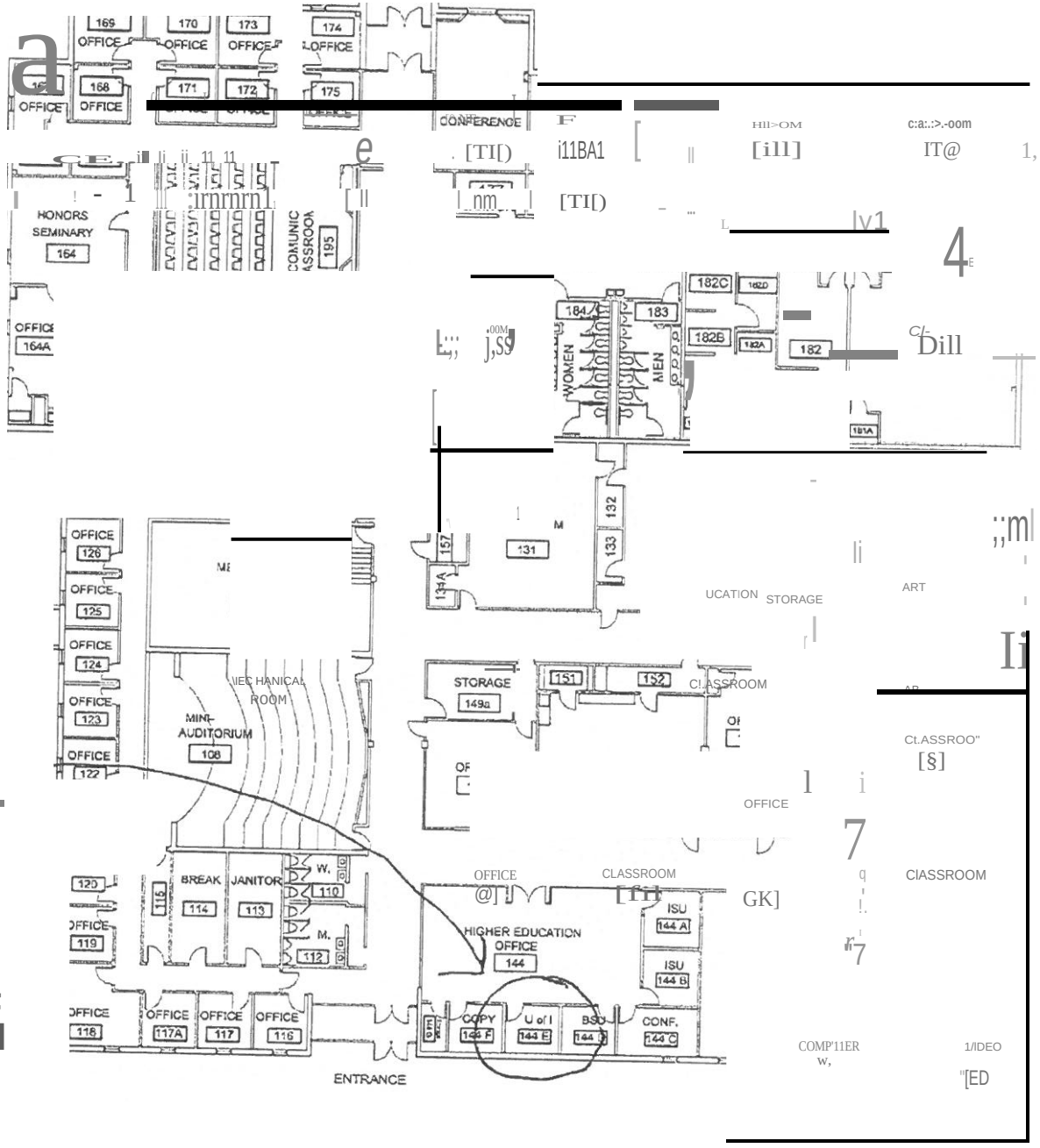
Vice President, Finance and Administration

Date: _____

Exhibit-*A*

Hepworth Building

Leased Premises 144E



CSI COLLEGE OF SOUTHERN IDAHO

Floor P'.;tn 1.1pd.:Uod.: Fd> . 2013

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing lease at the University of Idaho (UI) College of Agricultural and Life Sciences' Agribusiness Incubator for Nature's Indulgence Granola, Inc. in Caldwell.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2(a)

BACKGROUND/DISCUSSION

Since 2015, UI CALS has leased commercial space at its Agribusiness Incubator in Caldwell to a local business, Nature's Indulgence Granola, Inc. The Regents acquired the property in the 1990s to promote local economic development by providing suitable commercial space to serve local small business needs and to receive support from on-site UI expertise. This is one of several private tenants in this facility that continues business development with recurring, shorter term lease renewals or amendments. The attached draft lease is simply a one-year renewal of an oft renewed lease arrangement that obligates each party to only one more one-year term (in this case with an even shorter early termination provision). In the past, such periodic short-term renewals or amendments for low value leases did not require Board approval when the new term is for a period of less than five years. However, August 2023 Board policy changes appear to now require Board approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. Aside from periodic escalations in rent to cover increased operating costs of the facility, the terms of the lease have remained essentially unchanged for several years.

IMPACT

UI CALS collects lease revenue from its operation of the facility to cover expenses of occupancy and management of the facility.

ATTACHMENTS

Attachment 1 – Draft Lease Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2(a) – Institutional Approval Authorization Limits requires Board approval for all transactions for institutional leases of real property (as lessee or lessor) if lease amount is over $2M, or the term of the lease exceeds 5 years.

The policy was updated in August 2023 to include the following language that pertains to this one-year lease renewal extension for commercial space between the University of Idaho (UI) and Nature's Indulgence Granola at UI's Agribusiness

Incubator located in Caldwell, “If the lease term including renewal terms did not exceed 5 years under the original term of a lease, but through amendment the term is extended, Board approval is required.”

The lease terms and details are in substantial conformance with Board policy.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with Nature’s Indulgence, Inc. in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University’s Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

TENANT LEASE

THIS TENANT LEASE ("**Lease**") is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO ("**Landlord**") and NATURE'S INDULGENCE GRANOLA, INC, an Idaho corporation ("**Tenant**"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (hereinafter defined) upon all of the terms and conditions provided herein.

ARTICLE 1
PREMISES/ FACILITY/PARKING

1.1 Premises

The premises comprise the area shown as Units L and M on the floor plan attached hereto as Exhibit A ("**Premises**"). Premises is located at 1904 E Chicago St, Caldwell ID 83605 and located in a building, together with related driveways, parking areas, fixtures and improvements ("**Facility**").

1.2 Common Areas

Subject to the terms of this Lease, Tenant shall have the non-exclusive right in common with other occupants of the Facility, to use certain access roads, parking areas, sidewalks, entrances, corridors, grounds, lobby areas, meeting rooms, common restrooms, and other building amenities within the Facility provided and designated from time to time by Landlord for the general use and convenience of the occupants of the Facility (collectively, "**Common Areas**").

1.3 Parking

Tenant's use of the Common Areas shall include use, on an unassigned basis, of those portions of the Common Areas designated by Landlord from time to time for Tenant parking and access to such parking. Parking spaces available to Tenant shall be used for parking only by vehicles no larger than full-sized passenger automobiles. No overnight parking for Tenant vehicles is permitted without the written consent of Landlord. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Section, Landlord shall have the right, in addition to all other rights and remedies that it may have under this Lease, to remove or tow away the vehicle involved without prior notice to Tenant and the cost thereof shall be paid to Landlord within ten (10) days after notice from Landlord to Tenant.

ARTICLE 2
LEASE TERM/CONDITION OF PREMISES

2.1 Lease Term

Lease term shall commence on May 1, 2024, and shall terminate on April 30, 2025. This Lease may also be terminated prior to the Lease termination date by either party. The party choosing to terminate must provide sixty days' written notice to the other party.

2.2 Improvement to Premises and Acceptance of Condition of Premises

If improvements to the Premises and/or Facility are deemed necessary by the parties, Landlord shall arrange and perform that work and make the installations in the Premises and/or Facility substantially as listed in Exhibit B (the "**Improvements to Premises**"). If no work is deemed necessary by Landlord and Tenant, Exhibit B shall simply state "No improvements to Premises or Facility necessary", and such statement shall be deemed as Tenant's acknowledgement and acceptance of Premises and Facility "AS IS". Other than as listed in Exhibit B, Landlord has no obligation to improve, alter or remodel the Premises or Facility beyond repair and maintenance of the existing facility infrastructure as provided herein and Tenant hereby acknowledges that no improvements beyond those specified in Exhibit B shall be provided by Landlord. All such installations provided herein shall immediately become and remain the property of Landlord.

ARTICLE 3
PAYMENT OF RENT/ADDITIONAL RENT

3.1 Amount and Payment of Monthly Rent and Additional Rent

Tenant agrees to pay monthly rent of $1485 for each month of the Lease term to Landlord on or before the first day of that month for which rent is due, e.g. payment for January shall be due on January 1. If the first day of the month falls on a weekend or holiday payment shall be due the first University business day thereafter. Payment must be RECEIVED by the close of business on the due date to be considered timely. Without separate invoice from Landlord, Tenant shall make its monthly rent check payable to "Bursar, University of Idaho" and forward payment to the University of Idaho Agribusiness Office at 1904 E Chicago Street, Caldwell ID 86305, or to such other address as Landlord may designate in writing. All other monies besides monthly rent payable by Tenant to Landlord under this Lease shall be deemed to be additional rent and shall be separately invoiced by Landlord and payable and recoverable as rent in the manner herein provided and Landlord shall have all rights against Tenant for default in any such payment. Rent shall be paid to Landlord during the entire term of this Lease, without abatement, deduction or set-off of any kind. Tenant's obligation to pay all rent due under this Lease shall survive the expiration or earlier termination of this Lease. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be prorated.

3.2 Late Payment Charge

If Tenant fails to pay any rent within fifteen (15) days of when due (as provided in Section 3.1 above), Tenant shall pay to Landlord a late payment charge for each occurrence of $20 to help defray the additional cost to Landlord for processing such late payments. If Tenant fails to pay any rent when due for any period exceeding thirty days, such unpaid amounts shall, in addition to late payment of $20 also pay an additional delinquency fee that shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum. These provisions for late charges shall be in addition to Landlord's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

3.3 Personal Property Taxes

Tenant shall pay prior to delinquency all personal property taxes and business taxes with respect to all property and business activities of Tenant on Premises and shall provide promptly upon request of Landlord written proof of such payments.

ARTICLE 4

Article intentionally deleted.

ARTICLE 5
SECURITY DEPOSIT

5.1 Security Deposit

Upon execution of the Lease, Tenant shall deposit an amount equal to two month's rent (as established in Section 3.1 above) as security for the faithful performance and observance by Tenant of all the terms, covenants, conditions, provisions and agreements of this Lease ("**Security Deposit**"). This amount is separate from and in addition to the amount due as "monthly rent" as provided by Section 3.1 of this Lease. If Tenant shall default with respect to any covenant or condition of this Lease including, but not limited to the payment of rent, Landlord may, but shall not be obligated to, apply all or any part of such deposit to the payment of any sum in default or any other sum which Landlord may be required to spend or incur by reason of Tenant's default, and, in such event, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this Lease. If Tenant shall have fully complied with all the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be refunded to Tenant upon Landlord's final inspection of the Premises and within thirty (30) days after Tenant has vacated the same and after any accrued charges for which Tenant is responsible (such as but not limited to repair of damages to the Premises attributable to Tenant) and have been determined and paid in full. Tenant agrees that if this Security Deposit is insufficient to compensate Landlord for any damages, costs, and expenses not covered thereby, including loss of rental income during any period reasonably required to repair physical damages to Premises or to clean Premises, Tenant shall pay the balance thereof, immediately upon demand.

ARTICLE 6
USE AND OCCUPANCY

6.1 Permitted Use, Signage and Preservation of Business Incubator Setting

Premises shall be occupied and used only for the specific purpose of food production, storage and shipping, and for no other business or purpose without the prior written consent of Landlord. Tenant shall not display any sign or advertisement on the exterior of Premises or Facility without the written consent of Landlord and such consent may be withheld at the sole discretion of Landlord. Landlord shall place upon a common sign structure in the Facility's courtyard a business identification panel with Tenant's business name. Such panel shall be designed and placed by Landlord at no additional cost to Tenant beyond monthly rent.

No act shall be done in or about the Premises or Common Areas that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not commit or allow to be committed any waste upon the Premises or Facility, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenant or occupant in the Facility. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in the Premises, which will cause any substantial noise or vibration about the Premises. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other tenants in the Facility, then Tenant shall take such action as may be necessary to eliminate the disturbance (subject to any Premises or Facility alteration approvals from Landlord). Tenant shall comply with all state, federal, and local laws, ordinances, and regulations relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and distributed to Tenant in writing by Landlord for the safety, care and cleanliness of the Premises or the Facility, and for preservation of a professional business incubator setting at the Facility.

6.2 Compliance with Environmental Laws

Tenant represents, warrants, and covenants to Landlord that:

(a) Tenant and Premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph (h), all as amended and modified from time to time (collectively, "**Environmental Laws**"). All governmental permits relating to the use or operation of the Premises required by applicable Environmental Laws are and will remain in effect, and Tenant will comply with them.

(b) Tenant will not permit any release, generation, manufacture, storage, treatment, transportation, or disposal of hazardous material, as that term is defined in subparagraph (h), on, in, under, or from Premises in violation of any Environmental Laws. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, generated, manufactured, stored, treated, transported, or disposed of, on, in, under, or from Premises in violation of any Environmental Laws; and if any hazardous material is found on Premises in violation of any Environmental Laws, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the hazardous material to the complete satisfaction of Landlord and the appropriate governmental authorities.

(c) Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of Premises or compliance with Environmental Laws. Tenant will promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Landlord. Tenant will keep Premises free of any lien imposed pursuant to Environmental Laws.

(d) Landlord will have the right at all reasonable times and from time to time to conduct environmental audits of Premises, and Tenant will cooperate in the conduct of those audits. The audits will be conducted by a person(s) of Landlord's choosing, and if any hazardous material is detected or if a violation of any of the warranties, representations, or covenants

contained in this paragraph is discovered, the fees and expenses of such person(s) will be borne by Tenant and will be paid as additional rent under this Lease on demand by Landlord.

(e) If Tenant fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any hazardous material from Premises and/or Facility. The costs of hazardous material removal and any other cleanup (including transportation and storage costs) will be additional rent under this Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by Landlord. Tenant will give Landlord, its agents, and employees, access to Premises to remove or otherwise clean up any hazardous material. Landlord, however, has no affirmative obligation to remove or otherwise clean up any hazardous material, and this Lease will not be construed as creating any such obligation.

(f) Tenant will indemnify and hold harmless Landlord and its employees, agents, officers, and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the acts and omissions of Tenant, Tenant's officers, directors, employees, agents, contractors, subcontractors, subtenants, and invitees with respect to (1) the generation, manufacture, operations involving, transport, treatment, storage, handling, production, processing, disposal, release, or threatened release of any hazardous materials which are on, from, or affecting the Premises, including, without limitation, the soil, water, vegetation, buildings, and improvements on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (3) any lawsuit brought or threatened, settlement reached, or governmental order relating to such hazardous materials; and (4) any violations of laws, orders, regulations, requirements, or demands of governmental authorities, or any reasonable policies or requirements of Landlord, which are based upon or in any way related to such hazardous material including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. This indemnification will survive this Lease.

(g) At the end of this Lease, Tenant will surrender Premises to Landlord free of any and all hazardous materials and in compliance with Environmental Laws affecting Premises.

(h) For the purpose of this Section, the term "**hazardous materials**" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et seq.); and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations now enacted or enacted after this date.

(i) The provisions of this Section shall be in addition to any and all obligations and liabilities Tenant may have to Landlord and common law, will survive this Lease.

6.3 Relocation

Landlord shall have the right, at its option and upon at least thirty (30) days' written notice to Tenant, to relocate Tenant and to substitute for the Premises described above other spaces in the Facility containing at least as much useable area as the original Premises. Such substituted Premises shall be improved by Landlord at its expense, with improvements at least equal in quantity and quality to those in the original Premises. Landlord shall pay the expenses reasonably incurred by Tenant in connection with such substitution of Premises, including, but not limited to costs of moving, telecommunication infrastructure relocation, etc., up to an amount that shall not exceed $6.00 per useable square foot of the new Premises.

ARTICLE 7
UTILITIES AND SERVICES

7.1 Utilities

Municipal water, sewer, and garbage collection are provided to Tenant by Landlord at no additional cost to Tenant. However, if Tenant’s use of water, sewer, or garbage collection services results in charges to Landlord from the service provider that exceeds those charges deemed by Landlord to be customary for the Permitted Use of Premises, Landlord reserves the right to bill Tenant for such extraordinary use as additional rent. Electricity and utility services for heating and cooling are metered separately and shall be paid by Tenant directly to service provider.

7.2 Maintenance, Janitorial, and Shared Equipment Services

Landlord shall provide regular maintenance and janitorial services for Building and Common Areas, but janitorial services for Premises are the responsibility and at the expense of Tenant. Landlord may provide certain shared office equipment and services at some additional cost for Tenant’s use. Use of this equipment and services is optional and charges shall only be assessed with use by Tenant, Tenant’s employees, guests, or invitees and such charges shall be in accordance with a payment schedule established by Landlord prior to Tenant’s participation during the Term of this Lease. In the event of specific facility, maintenance, janitorial or shared equipment service questions, Tenant may contact the UI Food Technology Center at 208-795-5332 and/or such other number as Landlord may provide from time to time.

7.3 Landlord’s Liability

Landlord shall not be liable to Tenant for any loss or damage caused by or resulting from any variation, interruption, or failure of such utilities and services due to any cause whatsoever. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

ARTICLE 8

CARE OF PREMISES/END OF TERM

8.1 Landlord's Responsibility

As long as Tenant is not in default of any of the provisions of this Lease, Landlord shall maintain Premises and Building in reasonably good condition except for damage occasioned by the act or omission of Tenant, the repair of which shall be paid for by Tenant.

8.2 Tenant's Responsibility

Tenant shall take good care of the Premises. Tenant's responsibility shall extend to its visitors, contractors, guests or agents. Tenant shall, at the expiration or termination of this Lease, surrender and deliver the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear excepted. At the expiration or termination of this Lease, Landlord shall cause all carpets in Premises to be professionally cleaned and shall thereafter submit a bill to Tenant for the reasonable costs associated with such cleaning. Such bill shall be paid by Tenant as additional rent and shall be due promptly upon receipt by Tenant. Tenant shall be responsible for the cost of replacement of carpet that is damaged as a result of dragging or pushing furniture in the Premises or Common Areas.

Tenant shall not make any alterations, additions or improvements in or to Premises, or make changes to locks on doors, or add, disturb or in any way change any plumbing or wiring without first obtaining the written consent of Landlord. Unless specifically approved by Landlord to the contrary, ALL alterations, additions, or improvements shall be completed by Landlord or Landlord's contractor and shall become the property of Landlord during the Lease term and after termination. If such approval is given, it shall assign costs for completing such work to Landlord or Tenant and shall also establish if such alterations, additions, and improvements shall be removed by Tenant at Tenant's expense at the end of term.

All damage or injury done to Premises or Common Areas by Tenant or by any persons who may be in or upon Premises and Common Areas with the consent of Tenant, including the cracking or breaking of glass of any windows and doors, shall be paid for by Tenant, and Tenant shall pay all damage to the Facility caused by Tenant's misuse of the Premises or the appurtenances thereto. If Tenant refuses or neglects to pay for repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant five (5) days' written notice of Landlord's election to do so, to make such repairs or perform such maintenance on for the account of Tenant. In such event, such work shall be paid for by Tenant as additional rent and shall be due promptly upon receipt of a bill therefor. Anything to the contrary herein notwithstanding, in the event that an emergency condition should exist because of the failure of Tenant to perform any of its obligations to repair or maintain Premises in accordance with this Lease, Tenant shall not be entitled to any notice and Landlord may immediately assume all or any portion of such obligations and Tenant shall be responsible for all costs of remedy. For the purposes of the preceding sentence, the phrase "**emergency condition**" shall mean any condition constituting an immediate risk of injury to person, serious damage to property or impairment of Landlord's or another tenant's or occupant's business. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby or to any abatement of rent. Tenant shall not put any

curtains, draperies or other hangings on or beside the windows in the Premises without first obtaining Landlord's consent. All normal repairs necessary to maintain the Premises in a tenantable condition shall be done by or under the direction of Landlord and at Landlord's expense except as otherwise provided herein. Landlord shall be the sole judge as to what repairs are necessary.

Tenant shall not make any alterations, additions or improvements in or to Common Areas.

8.3 Surrender of Possession

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender Premises to Landlord.

8.4 Removal of Property

Any trade fixtures, equipment, or other personal property placed in the Premises by Tenant and not affixed to the walls, ceiling, floors, or other part thereof, shall remain the property of Tenant, and provided that Tenant is not in default of performance of this Lease, they may be removed by Tenant at any time during the term hereof.

Those trade fixtures or equipment which must necessarily be affixed to the walls, ceiling, floors, or other part of the Premises in such a manner that damage thereto will result from the installation or removal thereof, shall not be installed without the prior consent in writing and approval of the manner of installation by Landlord. If so installed, they shall remain a part of the Premises and not be removed therefrom unless Landlord shall demand their removal, in which event they shall promptly be removed by Tenant, and Tenant shall be responsible for repair of all damage to any part of the Premises occasioned by their installation or removal. If Tenant shall fail to remove any other property of any nature whatsoever from the Premises or Facility at the termination of this Lease, or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner at such times and places as Landlord, in its sole discretion, may deem proper, without notice to Tenant, and shall apply the proceeds of such sale as follows: first, to the cost and expense of such sale, including advertising costs and reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the term hereof; and, fourth, the balance, if any, to Tenant.

ARTICLE 9
ACCESS

9.1 Access

Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Premises or Building. Nothing contained in this Article 9 shall be deemed to

impose any obligation upon Landlord not expressly stated elsewhere in this Lease. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Landlord shall have the right to require Tenant to exclusively use service or delivery access routes as designated by Landlord from time to time. Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective tenants at any time during the Lease term.

ARTICLE 10
DAMAGE OR DESTRUCTION

10.1 Damage or Destruction

If Premises shall be damaged, either wholly or in part, by fire or other casualty, Landlord may, at its option, restore the Premises to their previous condition, and in the meantime, the monthly rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole thereof. Notwithstanding the foregoing, if the fire or other casualty results from or arises out of Tenant's willful or negligent act or omission, monthly rent shall not be abated. If the Building shall be destroyed or damaged by fire or other casualty to the extent that more than twenty percent (20%) thereof is damaged, notwithstanding that the Premises may be unaffected directly by such destruction or damage, Landlord may, at its election, terminate this Lease upon thirty (30) days' prior written notice.

ARTICLE 11
INDEMNITY AND INSURANCE

11.1 Indemnification

Tenant shall defend and indemnify Landlord and hold it harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in and about the Facility, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Facility; provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the willful act or negligence of Landlord, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Landlord.

Landlord shall not be liable for any loss or damage to personal property or loss of income sustained by Tenant, or other persons, which may be caused by the Facility or the Premises, or any appurtenances thereto, being out of repair, or by the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any tenant or occupant of the Facility, or of any other person, or by any other cause of whatsoever nature, unless caused by the gross negligence or willful misconduct of Landlord.

11.2 Insurance Coverage

By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease. Failure to maintain the required insurance may result in termination of this Lease at Landlord's option.

Tenant shall, at Tenant's sole cost and expense, throughout the term of this Lease, obtain and maintain insurance of the types and in the amounts described below:

Commercial General and Umbrella Liability Insurance. Tenant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, and if Tenant owns or operates more than one location other than the location under this Lease, then the CGL shall be endorsed to show that "limits apply per location". CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. The policy shall be on a primary occurrence form non-contributable to insurance carried by Landlord.

Workers' Compensation. Where required by law, Tenant shall maintain all statutorily required coverages including Employer's Liability.

All policies (except Workers Compensation and personal property) shall name Landlord as an additional insured. Certificates of Insurance shall be issued to Landlord within five (5) days after the commencement date shown in Section 2.1 of this Lease and prior to any renewal or change of policy term of Tenant's insurance. Additional Insured Endorsement shall be attached to the Certificate. The Certificate shall indicate on the certificate if Tenant's insurance applies at more than the location insured under this Lease. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance.

ARTICLE 12
ASSIGNMENT/ SUBLETTING

12.1 Assignment and Subletting by Tenant Prohibited

This Lease shall not be assigned by Tenant and the Premises shall not be sublet by Tenant.

ARTICLE 13

LIENS/ INSOLVENCY

13.1 Liens and Insolvency

Tenant shall keep the Premises and the Facility free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver or assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant's right of possession under this Lease at Landlord's option.

ARTICLE 14

DEFAULT

14.1 Default

Time is of the essence hereof, and if at any time the rent or additional rent reserved herein shall become in arrears and be unpaid when due and continue to be unpaid for a period of ten (10) days after written demand for the payment thereof from Landlord specifying such failure to pay, or if Tenant shall default in the performance of any of the other terms, covenants and provisions of this Lease on its part to be performed and such failure is not cured within twenty (20) days after written demand for the performance thereof, or if Premises become vacant or deserted while no rent is being paid, or if Tenant files or has filed against it in any court pursuant to any statute, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvement thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance of filing of the same, then, and in such event, Landlord shall have the right to terminate this Lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, by giving Tenant not less than the aforementioned ten (10) days' notice in writing for default on rent and not less than the aforementioned twenty (20) days' notice in writing for all other defaults of such intention and upon the expiration of the time fixed in such notice (if such default shall not have been cured), this Lease and the term hereof, as well as all the right, title and interest of Tenant hereunder, shall wholly terminate in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed by such latter notice were the expiration of the term herein originally granted, and Landlord may enter into and/or repossess said Premises, either by force or summary proceedings, or otherwise, and Tenant hereby expressly waives service of notice of intention to re-enter or to institute legal proceedings to that end.

In the event of a cancellation or termination hereof by either the issuance of a dispossessory warrant or summons, or the service of a notice of termination as hereinabove provided, or otherwise, Tenant shall, nevertheless, remain and continue liable to Landlord in a sum equal to

all of the rent and all additional charges for the balance of the term; and Landlord may re-enter said Premises, using such force for that purpose as may be necessary without being liable to any prosecution for said re-entry or for the use of such force, and Landlord may repair or alter said Premises in such manner as to Landlord may seem necessary or advisable, and/or let or relet said Premises or any or all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer or shorter period, in Landlord's name or otherwise, and, out of any rent so collected or received, Landlord shall first pay to itself the expense and cost of retaking, repossessing, repairing and/or altering said Premises and the expenses of removing all persons and property therefrom; second, pay to itself any cost or expense sustained in securing any new tenant or tenants; and third, to pay to itself any balance remaining and apply the whole said balance, or so much thereof as may be required, toward payment of the liability of Tenant to Landlord for the sum equal to the rents reserved herein and then unpaid by Tenant for the remainder of the term. Any entry or re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability hereunder. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning. The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages or otherwise.

Should any rent so collected by Landlord after the payments aforesaid be insufficient fully to pay to Landlord a sum equal to all rent and other charges herein reserved, the balance or deficiency shall be paid by Tenant following receipt of notice from Landlord of the amount of such balance or deficiency that is due. Upon the first day of each month during the term of this Lease, Tenant shall pay to Landlord the amount of said deficiency then existing and shall remain liable for any portion thereof not so paid; and the right of Landlord to recover from Tenant the amount of such deficiency, or a sum equal to the amount of all rent and other charges herein reserved if there shall be no reletting by Landlord, shall survive the issuance of any dispossessory warrant or other termination of the term hereof.

Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder may be brought by Landlord, from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease or the term hereof would have expired by limitation had there been no such default by Tenant or no such termination. Rather, Landlord shall have the right to recover from Tenant (in addition to past-due rent and other sums then owing) the total amount of rent which would be payable over the then remaining term of this Lease.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of demised Premises, by reason of the violation of Tenant of any of the covenants and conditions of this Lease.

Upon expiration or sooner termination of this Lease, all improvements and additions to the Premises shall become the property of Landlord.

ARTICLE 15

NON-WAIVER

15.1 Non-Waiver

Waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition; or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 16

NOTICES

16.1 Notices

Any notice authorized to be given from Landlord to Tenant or from Tenant to Landlord shall be sufficiently served or given for all purposes if delivered personally or if sent by United States certified mail, return receipt requested, addressed to the party in question at the following address:

Landlord:	Vice President for Finance and Administration University of Idaho 875 Perimeter Dr MS 3168 Moscow ID 83844-3168
Tenant:	Nature’s Indulgence Granola, Inc 1904 E Chicago St, Suite M Caldwell ID 83605

For the purposes of this Lease, a notice served by mail shall be deemed to have been delivered on the date mailed, as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice.

ARTICLE 17

ATTORNEYS’ FEES

17.1 Attorneys’ Fees

In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Lease, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys’ and paralegal’s fees (including its reasonable costs and attorneys’ and paralegal’s fees on any appeal).

ARTICLE 18

LANDLORD'S LIABILITY

18.1 Landlord's Liability

Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Landlord personally or the assets of Landlord, except Landlord's interest in the Premises and Facility, but are made and intended for the purpose of binding only Landlord's interest in the Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or its agents or employees, and their respective heirs, legal representatives, successors and assigns on account of the Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease contained. In the event this Lease is assigned by Landlord, Landlord's liability hereunder shall terminate upon the effective date of said assignment.

ARTICLE 19

GENERAL PROVISIONS

19.1 Time is of the Essence

In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular time or within an indicated period, it is understood and agreed that time is of the essence.

19.2 Waiver of Jury Trial

Landlord and Tenant hereby agree that each of them shall waive trial by jury in any action, proceeding or counterclaims brought by either Landlord or Tenant against the other. This waiver applies to any matters whatsoever arising out of or in any way connected with this Lease, or the relationship of Landlord and Tenant, or Tenant's use of the Premises, or any emergency statute, or any remedy authorized by statue.

19.3 Successors

Except as otherwise specifically provided, the terms, covenants, and conditions, contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the parties to this Lease.

19.4 Joint and Several Liability

If there is more than one Tenant, the obligations imposed by this Lease upon Tenant shall be joint and several.

19.5 Entire Agreement - Captions

This Lease contains the entire agreement of the parties. No representations, promises, or agreements oral or otherwise between the parties not contained in this Lease shall be of any force and effect. Neither this Lease nor any provisions hereof may be changed, waived, discharged, or terminated except in writing executed by Landlord and Tenant. The captions for Lease sections

are for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease.

19.6 Severability

The illegality, invalidity or unenforceability of any term, condition, or provision of the Lease shall in no way impair or invalidate any other term, condition, or provision of the Lease. All such other terms, conditions, and provisions shall remain in full force and effect.

19.7 Brokerage Commission

Tenant and Landlord each represents and warrants that it has dealt with no broker, agent or finder in account of this Lease. Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, and costs, including attorneys' fees, in connection with any claim for brokerage, finder's, or similar fees, or compensation related to this Lease, which may be made or alleged as a result of acts or omissions of that party.

19.8 Authorization to Sign Lease

If Tenant is a corporation, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with Tenant's bylaws or a duly adopted resolution of Tenant's Board of Directors, and that the Lease is binding upon Tenant in accordance with its terms. Tenant shall concurrently with its execution of the Lease, deliver to Landlord upon its request, a certified copy of such bylaws or the resolution of its Board of Directors authorizing the execution of the Lease. If Tenant is a partnership or trust, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with the terms of the partnership or trust agreement, respectively, and that the Lease is binding upon Tenant in accordance with its terms. Tenant shall concurrently with its execution of the Lease deliver to Landlord, upon its request, such certificates or written assurances from the partnership or trust as Landlord may request authorizing the execution of the Lease. If Tenant is a limited liability company, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with Tenant's Operating Agreement and that the Lease is binding upon Tenant in accordance with its terms.

19.9 Governing Law and Venue

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Idaho. The venue for any action brought to enforce this Agreement or otherwise shall be in the state district court of Latah County, Idaho.

19.10 Force Majeure

Time periods for Landlord's performance under this Lease, including services to be furnished by Landlord as provided for in this Lease, shall be extended for periods of time during which Landlord's performance is prevented due to circumstances beyond Landlord's control. This would include, without limitation, strikes, embargoes, repairs, alterations, governmental action, acts of God, war, or other strife. Landlord shall not be liable for any costs or damages incurred

by Tenant due to such circumstances. Suspension or interruption of any services provided by Landlord shall not result in any abatement of rent, be deemed an eviction, or relieve Tenant of any obligation under this Lease

19.11 Recordation

This Lease or memorandum hereof, shall not be recorded by Tenant.

19.12 Binding Effect

Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease, or a reservation of or option for a lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.13 Building Regulations

Tenant shall obey all written rules and regulations of the Facility as imposed by Landlord from time to time so long as such rules and regulations are necessary for the safety of persons at the Facility, the protection of the Facility from damage, the preservation of the professional business incubator setting, and they do not unreasonably affect Tenant's permitted use of the Premises. Any rules and regulations are in addition to and shall not be construed to modify or amend this Lease in any way. Landlord shall not be liable for failure of any other tenant to obey such rules and regulations. Failure by Landlord to enforce any current or subsequent rules or regulations against any tenant of the Facility shall not constitute a waiver thereof.

19.14 Relationship of Parties

Nothing contained in this Lease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of setting monthly rent rates, nor any provision of this Lease, or any act of the parties shall be deemed to create any relationship other than that of landlord and tenant.

19.15 Equal Opportunity

Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Lease with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Lease.

19.16 Non-use of Names and Trademarks

No party to this Lease shall, without written consent in each case from the other party, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease on
the day and year below.

LANDLORD:
Board of Regents of the University of Idaho,
a body politic and corporate organized and
existing under the laws of the State of Idaho

By _____

Name _____

Its _____

Date of Landlord's signature_____

TENANT:
Nature's Indulgence Granola, Inc
an Idaho corporation

By _____

Name _____

Its _____

Exhibit List

Exhibit A: Floor Plan of Building Showing Premises Leased

Exhibit B: List of Improvements or Acknowledgement of Acceptance

EXIBIT A LEASED PREMISES

EXHIBIT B ACCEPTANCE OF PREMISES

No improvements to Premises or Facility necessary.

UNIVERSITY OF IDAHO

SUBJECT

Amendment to Master Agreement between University of Idaho (U of I) and Sitecore USA, Inc., regarding software and implementation services for new marketing and website technology stack

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho is requesting approval to amend its current contract with its web content management vendor, Sitecore, to modernize its web content management and digital marketing technologies through a platform of products from Sitecore. Sitecore is an international company that provides over 3,000 organizations with web and marketing technologies. The University has worked with Sitecore for more than 15 years. These technologies will enable the University to transition uidaho.edu from an informational website to a tool that allows U of I to create the personalized experiences prospective students, current students and donors have come to expect and that are necessary for the University to compete and successfully deliver on its mission.

To find the technologies that balance capability with value, the University completed a series of five-year total cost and ROI analyses covering the toolsets of multiple vendors. The process showed that Sitecore's digital experience platform and implementation services best meet these criteria from both a cost and value perspective.

Solution Description

- Website content management system (CMS) and custom search tool
- Digital asset management tool (DAM)
- Customer data platform (CDP)
- Experimentation and personalization platform
- Implementation services

Solution Benefits

- Improve conversion rates (enroll, give, stay) by delivering personalized web content based on user attributes and behavior.
- Enhance employee productivity by streamlining marketing and web content creation, management, delivery and maintenance.
- Improve the quality of data, and thus decision making, by integrating information from multiple systems.
- Increase web content accessibility by aligning with Web Content Accessibility Guidelines (WCAG) level AA.

IMPACT

The total five-year commitment is $3,341,756.03. The contracts will be funded by a $1.5M contribution from the UI Foundation and university operating funds.

Based on a joint Sitecore and University return on investment analysis, the University expects to reach breakeven around year three with an accumulated five-year benefit of $5,736,355. Benefit is defined as value obtained based on increased conversions and employee productivity.

Providing users with the intuitive, personalized web experiences they have come to expect will positively impact the University of Idaho's ability to attract and retain students and donors, improve Idaho's go-on rate and meet the talent needs of industry in Idaho.

ATTACHMENTS

Attachment 1 – Master Agreement with Sitecore
Attachment 2 - Sitecore Software Subscription Services Order Form
Attachment 3 – Sitecore Implementation Services Order Form

BOARD STAFF COMMENTS AND RECOMMENDATIONS

UI is requesting to amend its current contract with its web content management vendor Sitecore. The goal is for UI to modernize its web content management and digital marketing technologies to transition uidaho.edu from its current form as an information website to a highly personalized experience resource for prospective students, current students, visitors, staff, faculty, alumni, and donors of UI.

The total five-year commitment is $3,341,756.03 which will be funded by a $1.5M contribution from the UI Foundation and university operating funds.

Board Governing Policies & Procedures, Section V.I.2.a requires approval limits for all transactions over $2M to be reviewed and approved by the Board.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to sign a five-year agreement with Sitecore for the subscription to and implementation of a platform of products for web content management and digital marketing in substantial conformance to the materials presented to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Master Subscription Terms and Conditions

These master subscription terms and conditions ("**Master Terms**") are entered into as of the date of the last party to sign below ("**Effective Date**") between Sitecore USA, Inc. ("**Sitecore**"), with offices at 101 California Street, Suite 1600, San Francisco, CA 94111, and University of Idaho ("**Customer**"), with offices at 875 Perimeter Dr Ms3020, Moscow, ID 83844. Unless otherwise defined below, capitalized terms will have the meaning given to them in the last section of these Master Terms.

1) **FRAMEWORK.** These Master Terms, together with all incorporated Orders, constitute the "**Agreement.**" An "**Order**" consists of an order for one or more Sitecore Products and Services which is separately executed by Sitecore and Customer on or after the Effective Date and which states its intention to be governed by these Master Terms. An Order may incorporate attachments or exhibits that contain additional information relevant to a particular Sitecore Product or Service. Affiliates of the parties may agree to operate under these Master Terms, and in such event, the Affiliates may enter into an Order and agree to be bound by these Master Terms.

2) **PRICING, INVOICING AND EXPENSES.** The relevant fees and payment terms will be set forth in the applicable Order. Customer will only reimburse Sitecore for travel and accommodation if pre-authorized by Customer.

3) **TAXES.** Customer will be responsible for sales, use, value-added tax, and excise taxes and any like charges required to be collected by Sitecore with respect to the Sitecore Products and Services provided by Sitecore, and Sitecore will list those taxes and charges as separate line items on Sitecore's invoice. Sitecore will be responsible for all taxes related to its Personnel or business operations, including taxes based on the net income of Sitecore and any taxes payable upon the payroll of Sitecore Personnel. If Customer is exempt from transaction taxes, Customer will provide Sitecore with evidence of such tax-exempt status prior to entering into any Order.

4) **SOFTWARE LICENSES AND RESTRICTIONS**

   a) Customer may request Sitecore to provide a license to Software, and if agreed upon such Software will be documented in an Order. The terms of this Section 4 will apply to such Order except to the extent explicitly overridden in such Order. Additionally, such Order may set forth other specific license terms and restrictions applicable to the Software being licensed to Customer. All licenses are limited to use by the Customer or Customer Affiliate executing the Order unless the applicable Order specifically states otherwise.

   b) Sitecore and its licensors retain all right, title and interest in the Software and Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license, solely during the Subscription Term, to copy and use the Documentation, and the Software in supported configurations as described in the Documentation, in compliance with applicable law, solely for the Permitted Usage.

   c) Upon execution of an Order including Software, Customer will be provided a license key that gives Customer access to the Software ("**License Key**"). The License Key will be time-limited until full payment of the applicable fees have been received by Sitecore.

5) **HOSTED SERVICES.** Customer may request Sitecore to provide Hosted Services, and if agreed upon such Hosted Services will be documented in an Order. Additionally, such Order may set forth other specific terms and restrictions applicable to the Hosted Services. Sitecore and its licensors retain all right, title and interest in the Hosted Services, Sitecore Technology and applicable Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Sitecore Technology and access the Hosted Services, solely during Customer's applicable Subscription Term, and solely for the Permitted Usage. Customer's use of the Hosted Services is subject to compliance with the Sitecore Usage Policy.

6) **SAAS PRODUCTS.** Customer may request Sitecore to provide SaaS Products, and if agreed upon such SaaS Products will be documented in an Order. Sitecore and its licensors retain all right, title and interest in the SaaS Products and any applicable Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license to access the SaaS Products, solely during Customer's

applicable Subscription Term, and solely for the Permitted Usage. Customer's use of the SaaS Products is subject to compliance with the Sitecore Usage Policy.

7) **SUPPORT & MAINTENANCE; SERVICE LEVEL AGREEMENT.** Sitecore will provide support and maintenance services during each applicable Subscription Term in accordance with the terms of the applicable Order. Sitecore offers a Service Level Agreement for each of its SaaS Products and Hosted Services, the details of which will be included as part of each applicable Order.

8) **CONSULTING SERVICES; DELIVERABLES.** Customer may request Sitecore to provide Consulting Services for its employees or Authorized Third Parties, and if agreed upon such Consulting Services will be documented in an Order. Subject to Customer's rights in any materials provided by Customer and incorporated by Sitecore into the Deliverables, Sitecore retains all right, title and interest in the Deliverables. Subject to compliance with this Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy, use and modify any Deliverables provided by Sitecore solely for Customer's internal business purposes.

9) **TRAINING SERVICES**

   a) Customer may request Sitecore to provide Training Services for its employees or Authorized Third Parties, and if agreed upon such Training Services will be documented in an Order. Such Training Services may consist of participating in publicly available classes, or scheduling Customer-specific training.

   b) Subject to compliance with this Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy and use any Training Materials provided by Sitecore solely for Customer's internal business purposes. Unless pre-approved in writing by Sitecore, Customer is prohibited from (i) audio recording, editing, reproducing, broadcasting, live-streaming or otherwise making available, in whole or in part, the Training Services or any Training Materials to third parties, and (ii) providing any third party with access to the name, voice, image, or likeness of the Sitecore training Personnel.

   c) In the course of performing Training Services Sitecore may provide Customer with one or more temporary license keys that give access to Sitecore software ("**Training Software**") to facilitate a training session. Sitecore and its licensors retain all right, title and interest in the Training Software. Sitecore hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license to use any Training Software provided by Sitecore solely for Customer's internal business purposes, only for the time period needed to complete the training activities. THE TRAINING SOFTWARE IS PROVIDED "AS IS" AND SITECORE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE TRAINING SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, PERFORMANCE, OR ACCURACY.

   d) Training Services are prepaid and, unless otherwise set forth in an Order, must be consumed within 12 months of the Order effective date, after which date any remaining credits will otherwise expire. Sitecore will not pay any refund for expired Training Services.

10) **AUTHORIZED THIRD PARTIES; RESTRICTIONS ON USE**

   a) Customer may permit Authorized Third Parties to assist Customer in the implementation and use of the Sitecore Products and Hosted Services provided that: (i) such activities are within the scope of the activities Customer is itself authorized to perform under the Agreement; (ii) such Authorized Third Parties' acts are primarily for the direct or indirect benefit of Customer; and (iii) such Authorized Third Parties are not charged a fee by Customer for such activities. Customer is prohibited from using the Sitecore Products and Hosted Services in any time-sharing or other commercial arrangement of any kind that makes the Sitecore Products and Hosted Services available to third parties for the third party's own benefit. Except as expressly stated in the Agreement, no third party has any rights under the Agreement. Customer is fully liable for compliance with the Agreement by its Authorized Third Parties.

   b) Except as specifically authorized under the Agreement, by applicable law or by Sitecore in writing, Customer will not (i) modify, disclose, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate the Sitecore Products, Services or Documentation, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Sitecore Products, Services, Documentation or any portion thereof, or (iii) create any derivative works of the Sitecore Products, Services or Documentation.

11) **PERSONNEL**

a) Sitecore performs standard background checks on all newly hired employees, which include: (i) verification of education and previous employment, (ii) right to work in the applicable jurisdiction, and (iii) checks against applicable criminal databases where available and permitted by local law. Sitecore also requires all of its employees to comply with its Code of Business Conduct. In addition, Sitecore trains all of its employees on the proper treatment of confidential information as well as information security best practices.

b) Sitecore is an independent contractor and is responsible for all matters governing the employment of Personnel. Sitecore will be responsible for the supervision, direction, and control of its Personnel, as well as the payment of compensation and any other legally required benefits. In no event will Personnel be deemed an employee, subcontractor, representative, or agent of Customer.

12) **LIMITED WARRANTIES.** Sitecore represents and warrants that:

a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization, and that it has all requisite power and authority to carry out its obligations described in the Agreement;

b) it will render the support and maintenance and the Services in a professional and workmanlike manner in accordance with industry standards using qualified Personnel with the necessary skills, qualifications and experience;

c) the Software provided to Customer under an Order will comply with the Documentation for a period of 90 days following the effective date of the applicable Order ("**Limited Warranty Period**"). In the event any such Software does not operate according to the Documentation during this Limited Warranty Period, Sitecore will repair or replace the Software. If Sitecore is unable to repair or replace the Software within 30 days of receiving notice of the defect, Customer will have the right to terminate the applicable Order and receive a full refund of the fees paid for the Software under that Order, and such refund will be Customer's sole and exclusive remedy under this warranty;

d) before delivery to Customer the Software has been tested by software generally used in the industry for such purposes to determine that the Software is free from viruses and other malicious code;

e) the provision of the Services will not violate any applicable laws, rules, regulations, and ordinances of any governmental body (collectively, "**Applicable Laws**"); and

f) its Personnel will comply with all Applicable Laws and all obligations under the Agreement in performing the Services.

13) **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12 ABOVE OR TO THE EXTENT ANY WARRANTIES IMPLIED BY LAW CANNOT BE WAIVED, SITECORE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. SITECORE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING. SITECORE ALSO EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES THAT THE SITECORE PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SITECORE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.**

14) **CONFIDENTIAL INFORMATION.** The term "**Confidential Information**" means all information disclosed in written, oral, electronic, visual or other form by either party (each a "**Disclosing Party**") to the other party ("**Recipient**") and either (a) marked or designated as "confidential" or "proprietary" at the time of disclosure or (b) disclosed in circumstances under which a reasonable person would understand it is to be treated as confidential. Confidential Information does not include information that (i) is or becomes a matter of public knowledge through no fault of the Recipient, (ii) was rightfully in the Recipient's possession free of any obligation of confidence, (iii) was rightfully disclosed to Recipient by a third party without restriction as to use or disclosure, or (iv) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information. Recipient will hold the Confidential Information received from the Disclosing Party in confidence and will not, directly or indirectly, disclose it to any third party or entity. Recipient will limit use of and access to the Disclosing Party's Confidential Information to Recipient's

employees and independent contractors who have (x) a need to know, (y) been notified that such information is Confidential Information, and (z) entered into binding confidentiality obligations no less protective of the Disclosing Party than the Agreement. Recipient will protect the Disclosing Party's Confidential Information by using the same degree of care as Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care). Recipient will promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder. Notwithstanding the foregoing, Recipient will be permitted to disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that Recipient provides the Disclosing Party prompt prior notice (to the extent legally permitted to do so), and the scope of such disclosure is limited to the extent possible.

15) **CUSTOMER DATA; FEEDBACK.**

a) Customer owns and shall retain all right, title, and interest in and to the Customer Data. Customer represents and warrants that none of the Customer Data violates the Agreement and that it has all necessary right, title, interest and consent necessary to allow Sitecore to use Customer Data for the purposes of fulfilling its obligations under the Agreement.

b) Sitecore will manage, process and store all Customer Data in accordance with the Data Processing Addendum, which Customer may separately execute with Sitecore. Customer grants to Sitecore a non-exclusive and non-transferable right and license during the Subscription Term to copy, store, process, transmit, and otherwise use the Customer Data solely as necessary and appropriate for Sitecore to fulfil its obligations under the Agreement and in accordance with Applicable Laws. In addition, Sitecore may monitor Customer's use of the SaaS Products or Hosted Services and use any resulting usage data as well as Anonymized Data for purposes of (i) offering the SaaS Products and Hosted Services, (ii) compiling statistical, benchmarking and performance information for the purposes of improving Sitecore Products and Services, and (iii) compiling behavioural data for the purposes of improving Sitecore Products and Services.

c) Customer grants Sitecore a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Feedback for the development of any Sitecore Products, without restriction and without any compensation due to Customer.

16) **INSURANCE.** Sitecore will maintain in force during the Term adequate liability insurance to protect Sitecore from: (a) errors and omissions and cyber liability related to the Software; (b) claims of personal injury, death, or property damage that arise from Sitecore's provision of Services; and (c) claims under workers' compensation where required by law. Upon request, Sitecore will provide Customer with a copy of the applicable certificates of insurance covering Sitecore and its business operations.

17) **TERM AND TERMINATION**

a) Term. The Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section, will continue as long as there is an active Order in place between the parties or any of their Affiliates (the "**Term**").

b) Termination for Breach. Either party may terminate these Master Terms and any active Order if the other party defaults in the performance of, or fails to perform, any of its material obligations under these Master Terms or any Order and fails to cure that default within 30 days following receipt of written notice from the non-breaching party. For purposes of clarity, a party may choose to terminate only the applicable Order if the breach event was limited to the substance of that Order. If either party terminates these Master Terms for breach, all active Orders will also terminate. In the event Sitecore terminates these Master Terms or any Order for Customer's breach, Customer is still obligated to pay any fees which have accrued prior to termination. In the event Customer terminates an Order for Sitecore's breach, Sitecore will refund the pro-rata share of any fees Customer has prepaid for the applicable Subscription Term under the Order.

c) Termination for Insolvency. Either party may terminate the Agreement by providing written notice to the other party if: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (ii) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party; (iii) the other party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; or (iv) the other party makes an assignment of its assets for the benefit of its creditors.

d) Suspension. Sitecore reserves the right, by providing electronic notice to Customer, to immediately suspend any Order for Hosted Services or SaaS Products in the event Sitecore reasonably believes (i) that Customer has violated the Sitecore Usage Policy, (ii) with respect to the Hosted Services only, Customer's use of the Sitecore Technology is materially impacting any other Sitecore customer or their use of the Hosted Services, or (iii) Customer is the source of any security breach or suspected security breach, or compromise of data, stored in the Hosted Services or SaaS Products. In the event Customer does not cure the situation giving rise to this suspension within 10 days of receipt of notice, Sitecore may terminate the Order for breach with no further right to cure.

e) Change in Circumstances. Sitecore reserves the right, by providing electronic notice to Customer, to immediately terminate any Order for Hosted Services or SaaS Products in the event (i) there is a material change in the provision of services by a third party upon which the Hosted Services or SaaS Products rely, or (ii) there is a change to the laws governing Sitecore's provision of the Hosted Services or SaaS Products which would cause Sitecore to violate such law by continuing to offer the Hosted Services or SaaS Products. In the event of a termination under this provision, Sitecore will use commercially reasonable efforts to limit the negative impact experienced by Customer by assisting with a transfer to comparable services, or such other action as Customer may reasonably request. In addition, Sitecore will refund the pro-rata share of any fees Customer has prepaid for the applicable Subscription Term under the applicable Order.

f) Effect of Termination. Upon termination of any Order, the license and access rights applicable to such Order will also terminate and Customer will immediately cease all use of the Sitecore Products provided to Customer under that Order and delete all copies of Software in its possession or control. Upon Sitecore's request Customer will then certify that such use has ceased and that the Software has been erased, destroyed or otherwise made inoperable by any user in the future. Upon termination of these Master Terms, those provisions of these Master Terms which by their nature are intended to survive will survive termination. With respect to any Order for Hosted Services or SaaS Products: (i) Sitecore will only retain the Customer Data stored in its systems for 30 days (the "Retrieval Period") after termination of any Order for Hosted Services or SaaS Products; (ii) except in the event the Order is terminated for Customer's breach, Sitecore will assist with any reasonable request from Customer to retrieve the Customer Data within the Retrieval Period; and (iii) if requested by Customer, Sitecore will destroy Customer Data before expiration of the Retrieval Period, provided Sitecore may retain Customer Data where required by Applicable Laws or reasonably necessary to prevent liability.

18) **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR PERSONAL INJURY OR TANGIBLE PROPERTY LOSS, NEITHER PARTY'S AGGREGATE LIABILITY WILL EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR SITECORE PRODUCTS AND SERVICES UNDER THE APPLICABLE ORDER. THE FOREGOING EXCLUSIONS AND LIMITS OF LIABILITY WILL NOT APPLY TO: (A) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (B) CUSTOMER'S VIOLATION OF THE SITECORE USAGE POLICY; AND (C) CUSTOMER'S BREACH OF THE LICENSES OR ACCESS RIGHTS GRANTED BY SITECORE IN THIS AGREEMENT.**

19) **ASSIGNMENT**. Neither party may assign the Agreement, by operation of law or otherwise, except with the other party's written consent, which will not be unreasonably withheld or delayed, except that Sitecore may assign the Agreement to a successor (whether by merger, sale of assets, sale of stock, or otherwise) or an Affiliate that agrees to assume Sitecore's obligations under the Agreement. Any attempted assignment or transfer in violation of this Section will be void and of no force or effect.

20) **WAIVERS**. All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

21) **SEVERABILITY**. If any provision of the Agreement is adjudicated to be unenforceable, such provision will be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

22) **AUDIT RIGHTS & LICENSE VERIFICATION**. With respect to an Order including Software, Customer will maintain accurate records of its compliance with the Agreement and the Order during the Subscription Term, and will promptly

provide these records to Sitecore upon its request. Sitecore may only request these records once in any 12-month period. If the records are not timely produced, or if Sitecore has reasonable grounds to question their accuracy, Sitecore may, at its own expense, engage an independent auditor to audit Customer's use of the Software. Any such audit will be conducted upon reasonable notice to Customer and during Customer's normal business hours using an auditor reasonable acceptable to Customer. Customer will reasonably cooperate with efforts to conduct the audit, including providing the auditor, in a timely fashion, all relevant information regarding its compliance with the Agreement. If such audit determines any unauthorized use of the Software, Sitecore will invoice Customer for all such unauthorized use in accordance with Sitecore's then-current retail prices computed from the date the excess usage commenced. If this invoice exceeds 5% of the amount of fees paid or payable under the applicable Order including Software for the most recent three years, Customer also agrees to pay the expense and costs of the audit. Customer will pay all invoices described in this section within 30 days from receipt. In addition, Customer understands that the Software may track and report to Sitecore the License Key ID, Customer name, hostname (Customer's website URL), host IP, version, and other usage information regarding the Software.

23) **NOTICES**. Each party will send notices to the other party at its address stated at the beginning of this Agreement or at an address specified by the receiving party in writing, attention Legal Department. All notices sent under the Agreement will be in writing, properly addressed, and: (a) mailed by first-class or express mail, receipt requested; (b) sent by reputable overnight delivery service; or (c) personally delivered to the receiving party. Each notice will be deemed given upon receipt of that notice by the other party.

24) **FORCE MAJEURE**. Except for any payment obligations under the Agreement, neither party will be in default or otherwise liable for any delay or failure to perform if such delay or failure arises by any event beyond its reasonable control, including, but not limited to, work stoppages, acts of war or terrorism, civil or military disturbances, or nuclear or natural catastrophes; provided the non-performing party provides prompt notice to the other party, and such failure or delay could not have been prevented by reasonable precautions. In such event, the non-performing or delayed party will be excused from further performance for as long as such circumstances prevail and such non-performing or delayed party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. In the event one party's lack of performance under this provision continues for more than 60 days, the other party may terminate this Agreement.

25) **COMPLIANCE WITH LAWS**. In performing its obligations under the Agreement, each party must comply with all Applicable Laws, including as set forth in the Data Processing Addendum

26) **GOVERNING LAW AND VENUE**. The validity, construction, interpretation, and performance of the Agreement shall be governed by and construed in accordance with the laws of the State of Idaho except as to its principles of conflicts of laws.

27) **INDEMNITY**

a) Sitecore will defend, indemnify and hold harmless Customer and its respective directors, officers, employees, and agents (the "**Customer Indemnitees**"), from and against any third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Customer Claims**"), including reasonable attorneys' fees incurred in responding to such Customer Claims, that the Customer Indemnitees incur as a result of (i) a claim that any Sitecore Product, Services, Training Material or Deliverable (collectively "Indemnified Products") infringes or violates any third party intellectual property right, or (ii) any personal injury (including death) or damage to tangible property resulting from Sitecore or its Personnel's acts or omissions. Notwithstanding the foregoing, the following shall apply in respect of any Customer Claims:

i) Sitecore will have no obligation or liability for that portion of any Customer Claims of infringement arising out of or in connection with: (i) use of a superseded version of the Software if the infringement would have been avoided by the use of an updated release of such Software; (ii) the combination, operation or use of the Indemnified Product with any software, hardware or other materials not furnished by Sitecore; (iii) any modification of the Indemnified Product not performed by Sitecore; or (iv) any breach by Customer of this Agreement, if the infringement would have been avoided by Customer not breaching the Agreement.

ii) If Sitecore reasonably believes Customer's use of an Indemnified Product may be endangered or disrupted, Sitecore may: (i) modify the Indemnified Product so as to provide Customer with a functionally equivalent and

non-infringing product; or (ii) obtain a license or access rights for Customer to continue use of the Indemnified Product for the Subscription Term at no additional cost to Customer; or (iii) if Sitecore in its sole discretion determines that neither of the foregoing alternatives is commercially reasonable, then Sitecore may at its option terminate this Agreement or the applicable Order and promptly refund the pro rata portion of the fees paid by Customer for the applicable Indemnified Product for the applicable Subscription Term; and

iii) to the maximum extent permitted by applicable law, this Section states Sitecore's entire liability and Customer's exclusive remedy for claims of intellectual property infringement.

b) Customer will defend, indemnify and hold harmless Sitecore and its respective directors, officers, employees, and agents (the "**Sitecore Indemnitees**"), from and against any third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Sitecore Claims**"), including reasonable attorneys' fees incurred in responding to such Sitecore Claims, that the Sitecore Indemnitees incur as a result of (i) Customer's collection, use or storage of Customer Data, including any claim that the Customer Data is Restricted Data, or (ii) conduct that, if true, would constitute Customer's breach of the Sitecore Usage Policy.

c) A "**Covered Claim**" means a Customer Claim or Sitecore Claim, as applicable. With respect to a Covered Claim, the indemnified party must (i) provide reasonably prompt written notice of any Covered Claim to the indemnifying party, (ii) allow the indemnifying party to assume complete control of the defense or settlement of any Covered Claim, and (iii) provide reasonable cooperation and assistance. The indemnified party may participate at its own expense using counsel of its choice. The indemnified party's failure to perform any obligations under this paragraph (c) will not relieve it of its obligations under this Section unless the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. Furthermore, the indemnifying party may not settle any Covered Claim without the indemnified party's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) if such settlement (i) contains a stipulation to or an admission or acknowledgement of any liability or wrongdoing on the part of the indemnified party, or (ii) imposes any obligation or liability upon the indemnified party.

28) **ENTIRE AGREEMENT; ORDER OF PRECEDENCE.** The Agreement, together with the Data Processing Addendum if executed by the parties, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. In the event of conflict, the documents will have the following order of precedence: first the Data Processing Addendum if entered into by the parties, second these Master Terms, and then the applicable Order. Specific exceptions to these Master Terms may be agreed upon in writing by Customer and Sitecore under a particular Order by specifically referencing the language that the parties agree to override. Exceptions will apply only for the Order in which they are included and will not amend, cancel, or waive any provision of these Master Terms for any other Order. The Agreement may be amended only by a written document signed by both parties specifically noting its intent to amend. Any additional terms or conditions contained in any purchase orders, acknowledgments, invoices, click-through license agreements or other documents delivered, provided, or made available in connection with the Agreement will be of no force and effect.

29) **DEFINITIONS.** Terms defined below but not used in these Master Terms may be used in an Order.

a) "**Affiliate**" means any person or entity directly or indirectly controlled by or under common control with a party as of or after the Effective Date, for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise).

b) "**Anonymized Data**" means Customer Data that is de-identified such that no person or entity (including but not limited to Customer) can be identified using commercially reasonable technology.

c) "**Authorized Third Parties**" means any subcontractors, agents or other third parties authorized by Customer to perform services related to the Sitecore Products on behalf of Customer.

d) "**Consulting Services**" means the professional consulting services provided by Sitecore under an Order, whether provided remotely or onsite at Customer facilities.

e) "**Customer Data**" means any data, content, materials, video, graphics, recordings, or text, including Personal Data, provided to Sitecore by Customer through Customer's use of the SaaS Products or Hosted Services.

f) "**Data Processing Addendum**" means the Sitecore data processing addendum available at https://sitecore.box.com/v/SitecoreCustomerDPA, which Customer and Sitecore may execute separately.

g) "**Deliverables**" means any document, report, code or other tangible development work provided by Sitecore to Customer as part of the Consulting Services under an Order.

h) "**Documentation**" means the resources made available setting forth the then-current functional, operational, and performance capabilities of, and the required configurations and specification for acceptable use of, the Sitecore Products and Hosted Services, including as set forth on http://doc.sitecore.net.

i) "**Feedback**" means any ideas, proposals, improvements and other suggestions about the Sitecore Products or Services that Customer may choose to provide to Sitecore.

j) "**Hosted Services**" means the platform-as-a-service, infrastructure-as-a-service, email delivery services, or other cloud hosting services specified in an Order and provided by Sitecore, including any Sitecore Technology made available to Customer as part of the Hosted Services.

k) "**Permitted Usage**" will have the meaning set forth in the applicable Order. If no Permitted Usage is specified in the Order, "Permitted Usage" means management of Customer's own current and future public-facing web properties.

l) "**Personal Data**" means any information relating to an identified or identifiable natural person, or as otherwise defined under applicable law, but expressly excluding Restricted Data.

m) "**Personnel**" means Sitecore's employees, officers, and subcontractors.

n) "**Restricted Data**" means financial records, data governed by PCI or HIPAA, and any other data requiring a standard of protection greater than that set forth in the Data Processing Addendum. For purposes of this definition, PCI means the Payment Card Industry Association's standards for storage and processing of payment card data, and HIPAA means the Health Insurance Portability and Accountability Act of 1996.

o) "**SaaS Products**" means any software-as-a-service products specified in an Order and provided by Sitecore, including any Sitecore Technology made available to Customer as part of the SaaS Products.

p) "**Services**" means any Consulting Services, Training Services or Hosted Services that Sitecore performs or provides under the Agreement.

q) "**Sitecore Products**" means the Software and SaaS Products.

r) "**Sitecore Technology**" means any software, hardware, processes, user interfaces, algorithms and other technology used by Sitecore to provide the Hosted Services or SaaS Products.

s) "**Software**" means any of Sitecore's proprietary software products specified in an Order, including any patches, updates or upgrades provided by Sitecore.

t) "**Subscription Term**" means the term of Customer's license to use the Software or to access the Hosted Services, as further described and defined in the applicable Order.

u) "**Training Materials**" means any document, report, assessment, code, audio, video, simulation, or product information provided by Sitecore as part of the Training Services.

v) "**Training Services**" means the professional training services provided by Sitecore to Customer under an Order, including remote training, web-based training, and onsite classes.

w) "**Sitecore Usage Policy**" means the restrictions and limitations applicable to relevant Hosted Services or SaaS Products, as set forth in the applicable Order.

This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original. Each person signing this Agreement represents and warrants that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party below.

Sitecore	**Customer**
By: DocuSigned by: Monte Wilson 2BB8A08D40A04AC...	By: DocuSigned by: Julia McIlroy
Print Name: Monte Wilson	Print Name: Julia McIlroy
Title: Senior Vice President - Americas	Title: Director, Contracts & Purchasing Services
Date: October 31, 2019	Date: October 30, 2019

Sitecore Customer Order

Customer:	University Of Idaho
Company/Tax ID No:	N/A
Customer Address:	875 Perimeter Dr Ms3020 Moscow, Idaho 83844 United States
Sitecore:	Sitecore USA, Inc.
Address:	44 Montgomery, Suite 3340 San Francisco, CA, USA 94104
Order Voidability Date	May 3, 2024
Order Effective Date	This Order will be effective on the date signed by both parties below.
Existing Master Terms Date (where applicable)	October 31, 2019

This Order is entered into between Sitecore and Customer under the master agreement executed between the parties as of the Existing Master Terms Date, including any cloud addendum entered into by the parties, if applicable (collectively, the **'Master Terms'**). This Order will be governed by the Master Terms and will form part of the Agreement between the parties. This Order will be effective as of the Order Effective Date. Unless otherwise defined in this Order, capitalized terms shall have the meanings set forth in the Master Terms. This Order is voidable at Sitecore's option if not signed by Customer on or before the Order Voidability Date.

1. Sitecore Products

SAAS PRODUCT:
Sitecore will provide the following SaaS Product and entitlements:

Quantity	Description
1	Sitecore Experience Manager Cloud (Professional)
2	Sitecore Experience Manager Cloud - Additional 5 Concurrent Users
1	Vercel Enterprise 1.5TB

Entitlement	Entitlement Value	Year
Visits	25,000,000	Year 1
Visits	25,000,000	Year 2
Visits	25,000,000	Year 3
Visits	25,000,000	Year 4

Visits	25,000,000	Year 5

Entitlement	Entitlement Value
Concurrent Users	25
Experience Edge API Calls/Second	80
Experience Edge Bandwidth	2 TB/ month
Experience Edge Storage	10 GB
Non-Production Environments	4
Production Environments	2
Projects	2
[Add-ons] Concurrent Users	10
[Add-ons] Vercel Bandwidth / Month (TB)	1.50
[Add-ons] Vercel Edge Middleware Invocations	1,000,000
[Add-ons] Vercel Serverless Execution GB-Hours / Month	1,000
[Add-ons] Vercel Source Images for Optimization	10,000
[Add-ons] Vercel Standard Concurrent Builds	3
[Add-ons] Vercel Team Seats	5

Termination of the Former Order
As of 12 (twelve) months from the Order Effective Date, the Former Order is terminated. Sitecore and Customer hereby agree to fully replace and supersede the Former Order with this Order Form. "Former Order" means the Sitecore Customer Order (License ID#20191031080145) dated October 31, 2019, including any and all subsequent amendments or addenda thereto.

Licensing is enabled by electronic delivery of a License Key. Promptly after mutual execution of this Order, a new License Key will be shipped to Steven Cox at scox@uidaho.edu, and as of 12 (twelve) months from the Order Effective Date any license keys associated with the Former Order will be terminated. Notwithstanding Section 4(c) of the Master Terms, the License Key will not be time-limited.

Permitted Usage: Customer may use the SaaS Product for creation and management of Customer's own current and future public-facing or internal web properties.

SAAS PRODUCT:
Sitecore will provide the following SaaS Product and entitlements:

Quantity	Description
1	Sitecore Content Hub - DAM (Professional)
1	Sitecore Content Hub - Digital Apps Connector - Base Seats Pack (100)
50	Sitecore Content Hub - DAM - Additional MBU

Entitlement	Entitlement Value	Year
Monthly Business Users	50	Year 1
Monthly Business Users	50	Year 2
Monthly Business Users	50	Year 3
Monthly Business Users	50	Year 4
Monthly Business Users	50	Year 5
Total Registered Users	500	Year 1
Total Registered Users	500	Year 2
Total Registered Users	500	Year 3
Total Registered Users	500	Year 4
Total Registered Users	500	Year 5

Entitlement	Entitlement Value
Asset Bandwidth	2
Asset Storage (TB's)	5
Entities per 1TB of Asset Storage	250,000
Experience Edge API Calls/Second	80
Experience Edge Bandwidth	1 TB/ month per Edge Subscription
Experience Edge Storage	5 GB per Edge Subscription
Integration Users	2
Non-Production Environments	1
Production Environments	1
Video Indexing Hours	500
[Add-ons] Digital Apps Connector Seats	100
[Add-ons] Monthly Business Users	50

Permitted Usage: Customer may use the SaaS Products for management and distribution of Customer's internal or public-facing marketing content.

SAAS PRODUCT:
Sitecore will provide the following SaaS Product and entitlements:

Quantity	SaaS Product
1	Sitecore CDP (Standard)

Entitlement	Entitlement Value	Year
Total Events per Month	100,000,000	Year 1
Total Events per Month	100,000,000	Year 2
Total Events per Month	100,000,000	Year 3
Total Events per Month	100,000,000	Year 4
Total Events per Month	100,000,000	Year 5

Monthly Tracked Users	1,000,000	Year 1
Monthly Tracked Users	1,000,000	Year 2
Monthly Tracked Users	1,000,000	Year 3
Monthly Tracked Users	1,000,000	Year 4
Monthly Tracked Users	1,000,000	Year 5

Entitlement	Entitlement Value
Non-Production Environments	1
Production Environments	1

Permitted Usage. Customer may use the SaaS Products for its own business purposes.

SAAS PRODUCT:
Sitecore will provide the following SaaS Product and entitlements:

Quantity	SaaS Product
1	Sitecore Personalize (Standard)

Entitlement	Entitlement Value	Year
Events per year	200,000,000	Year 1
Events per year	1,000,000,000	Year 2
Events per year	1,000,000,000	Year 3
Events per year	1,000,000,000	Year 4
Events per year	1,000,000,000	Year 5
Visits per year	2,000,000	Year 1
Visits per year	10,000,000	Year 2
Visits per year	10,000,000	Year 3
Visits per year	10,000,000	Year 4
Visits per year	10,000,000	Year 5

Entitlement	Entitlement Value
Non-Production Environments	1
Production Environments	1

Permitted Usage. Customer may use the SaaS Products for its own business purposes.

SAAS PRODUCT:
Sitecore will provide the following SaaS Product and entitlements:

Quantity	Description
1	Sitecore Search (Standard)
1	Sitecore Search - Additional Non-Production Environment
5	Sitecore Search - Additional Documents (100K)

Entitlement	Entitlement Value	Year
API Calls	48,000,000	Year 1
API Calls	120,000,000	Year 2
API Calls	120,000,000	Year 3
API Calls	120,000,000	Year 4
API Calls	120,000,000	Year 5
Max Requests Per Minute	948	Year 1
Max Requests Per Minute	2,292	Year 2
Max Requests Per Minute	2,292	Year 3
Max Requests Per Minute	2,292	Year 4
Max Requests Per Minute	2,292	Year 5
Visits	10,000,000	Year 1
Visits	25,000,000	Year 2
Visits	25,000,000	Year 3
Visits	25,000,000	Year 4
Visits	25,000,000	Year 5

Entitlement	Entitlement Value
Concurrent Crawlers	1
Crawler Frequency	Every 24 hours
Documents	50,000
Non-Production Environments	1
Production Environments	1
[Add-ons] Non-Production Environments	1
[Add-ons] Documents	500,000

Permitted Usage. Customer may use the SaaS Products for its own internal business purposes with respect to the Permitted Sites.

SaaS Product Entitlements:
If Customer exceeds its Entitlement for a SaaS Product (with the exception of Experience Manager Cloud) at any time during any of the consecutive 12-month periods that make up a Subscription Term, then upon 15 days' prior notification Customer will automatically be upgraded to the next applicable pricing tier for the remainder of the Subscription term, unless Customer responds to such notification, in which case Customer will have the option to right-size based on a written mutual agreement between Sitecore and Customer. Automatic upgrades will be in line with Sitecore's then-current retail prices, the annual fee will be increased accordingly, and Sitecore will immediately invoice Customer for the pro-rata amount applicable to the remaining time in the current invoicing cycle. Any exceptions to this policy will be noted in the Additional Special Terms section within this order form.

For Experience Manager Cloud: no later than the 15th calendar day following each 3-month period beginning from the effective date of the Order, Customer will submit to Sitecore a usage report identifying the number of

Visits (as defined in the Order) in that 3-month period based on Customer's use of Experience Manager Cloud. Where the report indicates that Customer has exceeded its purchased number of Visits, then upon 15 days' prior notification Customer will automatically be upgraded to the next applicable pricing tier for the remainder of the Subscription Term, unless Customer responds to such notification, in which case Customer will have the option to right-size based on a written mutual agreement between Sitecore and Customer. Automatic upgrades will be in line with Sitecore's then-current retail prices, the annual fee will be increased accordingly, and Sitecore will immediately invoice Customer for the pro-rata amount applicable to the remaining time in the current invoicing cycle.

2. Sitecore Services

Consulting & Training

This section is not applicable to this order.

3. Support, SLA and Usage Policy

Sitecore offers support and maintenance services as set forth at https://kb.sitecore.net/articles/583182, at the level indicated in this Order. A current copy of which is attached hereto as Exhibit A.

Sitecore offers a Service Level Agreement for each of its SaaS Products and Hosted Services, which can be found at https://www.sitecore.com/legal/sla. A current copy of which is attached hereto as Exhibit B.

Access to SaaS Products and Hosted Services is provided subject to Customer's compliance with the Usage Policy set forth at https://www.sitecore.com/legal/usage-policy. A current copy of which is attached hereto as Exhibit C.

4. Sitecore360

Quantity	Description
1	Sitecore360 Pro 20 Bundle

Entitlement	Entitlement Value	Entitlement Type
Sitecore360 Technical Account Manager	15	Hours Per Month
Sitecore360 Professional Plus Training	8	End Users
Sitecore Premium Support	Included	N/A

A description of the Sitecore360 entitlements can be found at https://www.sitecore.com/legal/sitecore360. A current copy of which is attached hereto as Exhibit D.

5. Sitecore Product Definitions

The Sitecore Product and Hosted Services definitions are as set forth on https://www.sitecore.com/legal/order-definitions . A current copy of which is attached hereto as Exhibit E.

6. Subscription Term; Renewal

This Order is effective on the Order Effective Date and continues for the minimum commitment of 60 months. At the end of this minimum commitment, the Order will automatically renew for additional terms, as set forth below, unless either party provides the other party with at least 90 days' written notice of its intent not to renew prior to the next renewal date. The 'Subscription Term' is equal to the minimum commitment plus any renewals, which will be either:

☐ additional 12-month renewal terms with an annual increase in pricing of 9%; or

☒ additional 36-month renewal terms with an annual increase in pricing of 5%.

7. Invoicing and Payment Terms

Below is a summary of the invoicing under this Order:

Year	Description	Price
1	Recurring Fee	250,741.81 USD*
1	**TOTAL**	**250,741.81 USD**
2	Recurring Fee	471,459.34 USD
3	Recurring Fee	484,697.65 USD
4	Recurring Fee	498,350.82 USD
5	Recurring Fee	512,432.41 USD

Upon the Order Effective Date, the initial invoice will be sent to Julie Clarkson-Gulick at juliec@uidaho.edu as set forth below. *Sitecore will credit Customer's first invoice for any unused subscription fees paid to Sitecore under the Former Order, calculated on a daily basis from the Order Effective Date to the expiration of the current subscription period.

If applicable, any Recurring fees under this Order will be invoiced annually and due on the anniversary of the Order Effective Date, for the remainder of the Subscription Term.

Customer Billing Address:	875 Perimeter Dr Moscow, Idaho, United States 83844-9803
Customer Shipping Address:	875 Perimeter Dr Moscow, Idaho, United States 83844-9803
Customer Technical Contact Name:	Randy Wood University of ID Web Support Team
Customer Technical Contact Email:	rwood@uidaho.edu support@uidaho.edu

All prices as set out in this Order are USD and exclusive of any applicable taxes unless otherwise indicated.

Payment Terms
Net 30 days.

Payment terms for all amounts under this Order are **Net 30 days** from the date of a valid invoice issued by Sitecore. An invoice shall be valid where the amounts invoiced are accurate and without regard to other referenced information including but not limited to purchase order number. In the event of non-payment by Customer of a valid invoice, if Customer still fails to pay such invoice after being sent a 15 days' reminder notice to pay such invoice, Sitecore may, at its sole discretion, suspend the access or provision of the Sitecore Products and/or Services, or terminate the affected Order. Customer agrees to pay interest calculated at the rate of six percent (6%) per annum or the maximum amount permitted by law, whichever is less, of the total outstanding amount, for the time period the payment remains past due.

Additional Terms and Conditions

Idaho Regulatory Certifications

Customer is prohibited by state law from entering into certain contractual agreements. Sitecore hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed one hundred thousand dollars ($100,000) and it employs ten (10) or more persons, 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; (ii) pursuant to Idaho Code Section 67-2359, 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 affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

Vercel:

Vercel On-Demand Overage Rates	Price	Units
Additional Bandwidth	$858.00	per 1 TB per month
Additional Serverless Function Execution	$858.00	per 1000 GB-Hours per month
Additional Edge Functions	$34.32	per 10 Million invocations per month
Additional Edge Middleware Invocations	$111.54	per 100 million invocations
Image Optimization	$85.80	per 10,000 images
Remote Cache Artifact Downloads	$85.80	per 100 GB
Addition Edge Config Reads	$42.90	per additional 3,000,000 reads

Additional Visits & MBUs:

By providing written notice to Sitecore, Customer shall have the option to upgrade to the next applicable pricing tiers for Sitecore Experience Manager Cloud, Sitecore Search, Sitecore Personalize, and Sitecore CDP. The next pricing tiers are priced as per the tables below. For the avoidance of doubt, all other products under this Order will remain at the pricing tiers and entitlements listed in the Order and any upgrades done in accordance with this section shall be documented in an add-on or amendment to this Order. This pricing structure shall be valid only for 60 months from the Order Effective Date unless otherwise agreed in writing. Upon execution of an add-on or amendment the annual fee will be increased accordingly, and Sitecore will immediately invoice Customer for the pro-rata amount applicable to the remaining time in the current invoicing cycle.

XM Cloud & Search - Upgrade to 50M Visits per Year

Solution	Entitlement Upgrade
• Sitecore Experience Manager Cloud (Professional) • Sitecore Search (Standard)	50,000,000 Visits
Annual Cost	
Year 3	USD 757,656.82
Year 4	USD 780,386.53
Year 5	USD 803,798.13

CDP & Personalize - Upgrade to 5M MTUs & 25M Visits per Year

Solution	Entitlement Upgrade
• Sitecore CDP (Standard)	5,000,000 MTUs
• Sitecore Personalize (Standard)	25,000,000 Visits
Annual Cost	
Year 3	USD 733,690.04
Year 4	USD 755,700.74
Year 5	USD 778,371.76

By executing this Order, Customer commits to the payments set forth above. Each person signing this Order represents and warrants that he or she has been duly authorized and has full authority to execute this Order on behalf of the party below. This Order may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

Sitecore

By: _____

Print Name: _____

Title: _____

Date: _____

University Of Idaho

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Sitecore Support Program Terms

Description

Sitecore Support Program is available at two different levels: **Standard Support** and **24x7 Premium Support**. Such service levels do not apply to any beta or technical preview software programs or solutions Sitecore makes available to Customer.

Sitecore shall provide the following Support to Customer for the licensed Software:

Support Portal. Sitecore provides a staffed support portal to support Customer's Named Support Contacts. See "Support Cases" below for more information. "Named Support Contacts" means a Customer representative who has completed a training and passed IT Administrator or Developer certification for the appropriate Sitecore software.

Sitecore Community Forum. Sitecore Community Forum is an active online community of Sitecore users. This forum offers a wealth of shared experiences among the many Sitecore certified developers worldwide, with fresh and historical insight available 24x7.

Documentation Library. The Sitecore Documentation site includes information for business users and developers to work successfully with Sitecore products. There is procedural and conceptual information, as well as walkthroughs, FAQs, and troubleshooting topics. For developers in particular, you can find code snippets, API references, and integration information.

Support Cases. Incidents and questions should be reported through the support portal at: http://support.sitecore.com/.

Support Cases can be opened 24x7, and each Support Case will be responded to in accordance with the Service Levels set forth in Table 1 below. For sake of clarity, only Customer Named Support Contacts may open Support Case, and Customer may only have up to eight (8) Customer Named Support Contacts at any given time.

The Support Case shall contain, to the extent known, applicable and/or possible: (i) the name of the Solution to which Customer is subscribed; (ii) the name/type of affected equipment; (iii) Customer contact name, email address if available, telephone number; (iv) the nature of the problem, a description of the problem and Customer's classification of the problem.

Customer will provide Sitecore with as much information as possible to enable Sitecore to investigate and attempt to identify and verify the reported maintenance issue.

Customer will work with Sitecore support personnel during the investigation of Support Case, as reasonably needed and in a timely manner.

Software Maintenance for Sitecore xM/xP/xC: A valid and current Sitecore maintenance or subscription agreement for the Software includes access, at no additional charge, to all new versions of the Software to keep Customer's implementation current. This includes all Upgrades and Hotfixes (previously referred to as "Patches"). "Hotfix" means a specific, targeted fix to a problem in the use or functionality of the Software that Sitecore in its sole discretion defines to constitute a "Hotfix" and may from time to time provide to Customer. "Upgrade" means a new version of some or all of the Software, or an improvement in the use or functionality of the Software more substantial than a Hotfix, that Sitecore in its sole discretion defines to constitute an "Upgrade" and may from time to time provide to customers enrolled in the Sitecore Maintenance Program. Customer expressly acknowledges that Upgrades and Hotfixes may change functionality of the Software and integration with other systems, and may not work with some or all of the Software modules, or be backward compatible with earlier versions of Software. Installation of Hotfixes and Upgrades is the choice and responsibility of Customer. To the extent that operation of the Software is affected by problems in standard software, including, but not limited to, Microsoft Internet Explorer, Windows, SQL, SharePoint and the Microsoft.Net Framework, then Customer shall install updates to such standard software per Sitecore's specifications in order to resolve these issues. Sitecore has no control over such standard software, and cannot assure that problems with such standard software will be corrected, or that such corrections will be made in a timely manner. Sitecore shall support any master release and its sub-versions in accordance with the Sitecore Product Support Lifecycle policy, which can be found at: https://kb.sitecore.net/articles/641167. In the event a Customer is upgrading XP or XM or XC product, Sitecore may grant the Customer the time-limited use of an additional and temporary license for the sole purpose of facilitating the migration or upgrade.

Severity Levels, Target Response Times, and Support Ticket Resolution
Sitecore shall categorize Support Tickets based on the business impact of the incident or question to Customer using the Severity Levels described in Table 1 below.

Target Response Times
Sitecore shall provide an update on the investigation, resolution, or escalation of the Support Ticket within the response times set out in Table 1 below based on the Severity (as defined below) of the Support Ticket.

Table 1: Severity Levels and Target Response Times

Severity Level	Criteria	Standard Support	24x7 Premium Support
Critical P1	Meets all of the following criteria: • Impacts the production environment; • A continuous or near continuous site outage, a performance issue that severely inhibits usage of the site, or poor buying experience impacting revenue; • No workaround is available.	1 Business Day	1 Hour
High P2	Meets one of the following criteria with no workaround available: • In a production environment, an issue that highly affects business operations or critical marketing capabilities; • In a production environment, an issue that causes severe but intermittent impact on visitor experience; • In a pre-production environment, an issue with immediate impact severely affecting imminent production project plans.	1 Business Day	2 Hours
Medium P3	Meets one of the following criteria: • In production environment, does not critically affect business operations; • In production environment, impact of the problem is alleviated by the availability of a workaround; • In a non-production environment, causes impact on development or implementation activity, such as affecting future project plans, or preventing the development or implementation team from working on the project.	2 Business Days	1 Business Day
Low P4	Meets one of the following criteria: • In a production environment, causes minor or no impact on business operations or visitor experience;	3 Business Days	2 Business Days

	• In a non-production environment, causes moderate or minor impact on development or implementation activity; • Documentation related queries or requests for product enhancements; • Issues that do not meet any of the higher severity criteria.		

Support Ticket Resolution
Sitecore will seek to find a resolution to a Support Case in accordance with the standards set out in Table 2 below. Upon the Effective Date of the Support Agreement, Sitecore shall provide Customer with contact information for issue escalation.

Table 2: Severity Levels and Support Ticket Resolution

Severity Level	Standard Support	24x7 Premium Support
Critical	Sitecore will make best effort to work on the problem during Business Hours until it has been resolved or a workaround has been provided.	Sitecore will continue to work on the problem until it has been resolved or a workaround has been provided.
High	Sitecore will make best effort to work on the problem during Business Hours until it has been resolved or a workaround has been provided.	Sitecore will continue to work on the problem until it has been resolved or a workaround has been provided.
Medium	Sitecore will make reasonable efforts to resolve the problem or provide a workaround.	Sitecore will make reasonable efforts to resolve the problem or provide a workaround.
Low	Sitecore will make reasonable efforts to resolve the problem or provide a workaround if such a problem has not been resolved in the next maintenance release of Sitecore Software.	Sitecore will make reasonable efforts to resolve the problem or provide a workaround if such a problem has not been resolved in the next maintenance release of Sitecore Software.

Business Days are calculated as any day other than a Saturday or Sunday.
Business Hours are calculated as follows:

- For Americas, 8am-6pm CST (2pm-12am UTC)
- For Europe, 8am-6pm CET (7am-5pm UTC)
- For Greater Asia, 6am-6pm MYT (10pm-10am UTC)

EXHIBIT B

SITECORE® SAAS PRODUCTS
SAAS SERVICE LEVEL AGREEMENT (SLA)

Updates to Terms: Sitecore may update this SLA from time to time by providing Customer's technical contact with at least 30 days' notice, provided that Sitecore does not materially degrade the services or service levels available to Customer under this SLA.

Monitoring
Sitecore will monitor the SaaS Product 24x7, 365 days per year.

Software Maintenance
Sitecore will perform software and platform updates as part of Customer's Subscription ("Maintenance").

Maintenance includes all regularly scheduled error corrections, software and platform updates, and improvements to features, where Sitecore may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. Sitecore shall use all reasonable endeavors to avoid downtime due to Maintenance.

In case Maintenance will require downtime, Sitecore will plan this outside of Business Hours and communicate this to Customer in advance and in any case no later than 48 hours before the Maintenance commences.

Business Days are calculated as any day other than a Saturday or Sunday.
Business Hours are calculated as follows:

- For Americas, 8am-6pm CST (2pm-12am UTC)
- For Europe, 8am-6pm CET (7am-5pm UTC)
- For Greater Asia, 6am-6pm MYT (10pm-10am UTC)

Emergency Maintenance
Should emergency Maintenance be required (e.g. in the case of a necessary security patch), Sitecore will make every effort to keep the inconvenience to a minimum, including by providing as much notice as is practicable under the circumstances, and to the extent practicable, minimizing downtime or degradation of services during Business Hours.

Breaking Changes
Sitecore shall provide at least 30 days' advance notice prior to Sitecore making changes to integration interfaces between the SaaS Product and Customer's systems. Such notice will also include the time window for when these changes will be applied to their environments, the new interface specifications, as well as contact details for a Sitecore technical contact to help answer questions about these changes. By providing such notice Sitecore aims to minimize any interference with the continued operation of any integration interfaces affected by such changes. Sitecore shall also use commercially reasonable endeavors to perform these changes outside of Business Hours.

Uptime

If Sitecore does not achieve and maintain the Service Levels (defined below) for the SaaS Product as described in this SLA, Customer will be entitled to a credit towards a portion of the applicable fees as set forth below.

Service Level Definitions

"Accrual Period" means any of the 12-month periods that make up Customer's subscription.*

"Applicable Monthly Period" means the month in an Accrual Period in which a Service Credit may be earned.

"Applicable Monthly Fees" means the pro-rated amount of the fees paid by Customer for the SaaS Product in the relevant Accrual Period in which the Service Credit was earned, which amount is then divided by twelve.*

"Downtime" is defined for each SaaS Product as set forth in Appendix 1. Downtime does not include unavailability of the SaaS Product due to the Exclusions described below or as otherwise set forth in Appendix 1.

"Maximum Available Minutes" is the total accumulated minutes for the SaaS Product during an Applicable Monthly Period.

"Monthly Uptime Commitment" means the provision of the SaaS Product with a Monthly Uptime Percentage of at least 99.90%.

"Monthly Uptime Percentage" is calculated using the following formula (for each production environment):

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

"Service Credit" is the percentage of the Applicable Monthly Fees credited to Customer following Sitecore's approval of the claim as set forth below:

Monthly Uptime Percentage	**Service Credit**
Above or equal to 99.90%	None
<99.90% but above or equal to 98%	10%
<98%	20%

"Service Level" means the availability metric(s) set forth in this SLA that Sitecore agrees to meet in the delivery of the SaaS Product.

* Where the subscription is for less than 12 months, then the Accrual Period will be equal to the subscription period, and the Applicable Monthly Fees will be calculated by dividing by the number of months in the applicable subscription period.

Service Credit

In the event Sitecore does not meet a Monthly Uptime Commitment, Customer has the right to claim a Service Credit. In order for Sitecore to consider a claim, Customer must submit the claim by emailing Sitecore at billing@sitecore.net and citing the applicable invoice number

the Service Credit is claimed against. The Service Credit shall be deemed waived unless Sitecore receives the foregoing email request claiming a Service Credit within ten (10) days of the end of the Applicable Monthly Period.

Sitecore will evaluate all information reasonably available to it and make a good faith determination of whether any Service Credit is owed. Customer must be in compliance with the Agreement and current on all payments at the time the reported Service Credit occurred in order to be eligible for a Service Credit. If Sitecore determines that a Service Credit is owed to Customer, Sitecore will apply such Service Credit to any future payment of Fees occurring after the Accrual Period in which the Service Credit was earned.

Service Credits are Customer's sole and exclusive remedy for any availability issues with the SaaS Product and will not entitle Customer to any refund or other payment from Sitecore. Customer may not unilaterally offset its fees for any availability issues.

Exclusions to Uptime Guarantee:

1. Downtime affecting only non-production environments;
2. Downtime caused by planned Maintenance, to the extent that planned Maintenance occurs outside Business Hours, and is communicated at least 48 hours in advance;
3. Downtime caused by emergency Maintenance slots, as long as Downtime for emergency Maintenance does not exceed 4 hours per month;
4. Downtime caused by Customer's negligence; and
5. Force Majeure, in which case Sitecore will make commercially reasonable efforts to limit any inconvenience for Customer, but will be temporarily relieved from providing Service Credits as long as Sitecore (a) notifies Customer within 2 hours of the occurrence of a Force Majeure event (or if impracticable under the circumstances, as soon as reasonably practicable), and (b) updates Customer every 24 hours during the course of the Force Majeure event of the anticipated duration of the outage (or if impracticable under the circumstances, as often as reasonably practicable).

Backup and Disaster Recovery

All SaaS Products are designed and configured for high availability and resiliency against local outages. Sitecore runs all critical components of each of the SaaS Products in at least 2 cloud provider datacenters in separate availability zones within the selected cloud provider region. In addition, as part of its backup procedures Sitecore replicates the backup of all Customer Data to at least 1 other region (the paired cloud datacenter region). Whenever possible the paired cloud datacenter region(s) are at least 300 miles apart, but this is not always possible given that, in order to satisfy data residency, tax and legal enforcement requirements, the paired cloud datacenter regions must be in the same geography.

Sitecore will implement and update on a periodic basis its disaster recovery policies, standards, and procedures, and will maintain strict compliance with its disaster recovery policies, standards, and procedures. Sitecore will report disasters (or potential disasters) to Customer Named Contacts promptly upon identification. Sitecore will schedule and test the components of its disaster recovery plans at least twice a year.

In case of a disaster, when one of the cloud datacenter regions is disrupted or inaccessible and deemed non-recoverable by the cloud service provider, Sitecore will use best efforts to achieve a Recovery Point Objective of 24 hours and a Recovery Time Objective of 3 working days recovery at the paired cloud datacenter region.
Sitecore shall use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Sitecore.

SaaS Product Specific SLA Terms and Conditions
Additional terms and conditions applicable to specific SaaS Products are set forth in Appendix 1.

APPENDIX 1: SAAS PRODUCT SPECIFIC DEFINITIONS

1.1 Sitecore Content Hub

Content Hub Maintenance

For sake of clarity, it is no longer possible to opt out of Maintenance for Content Hub. In the extraordinary case where Sitecore and Customer agree to allow Customer to postpone any Maintenance, the following will apply: (i) Sitecore cannot provide Support for, and the Service Levels provided herein will not apply, where Customer has not received Maintenance for a period of 4 months or longer; and (ii) all cost and expense related to skipped or postponed Maintenance shall be borne by Customer.

Non Production Environments

Content Hub subscription tiers include the use of Non-Production Environments. Non-Production Environments are meant to be used for QA of workflows for code or configuration promotion, or development activities, in concert with Customer's live environment. Maintenance which constitutes breaking changes will be made to Customer's Non-Production Environments at least 14 calendar days prior to being introduced to Customer's live environment.

Definition of Downtime

"Downtime" is the total accumulated minutes during which the https://{customer-hostname}/api/status endpoint is unresponsive or returns anything else then 200 - OK. The endpoint checks the status for all internal services and connections to all used datastores.

1.2 Sitecore Experience Edge; Sitecore Experience Edge for Content Hub; Sitecore Experience Edge for XM

Definition of Downtime

"Downtime" is the total accumulated minutes during which the https://edge.sitecorecloud.io/api/status endpoint is unresponsive or the returned status indicates downtime for the customer's region. The endpoint checks the status for all internal services and connections to all used datastores.

Example for normal response payload for the https://edge.sitecorecloud.io/api/status endpoint:

```
{
  "weu-01": "up",
  "eus-01": "up",
  "wus-01": "up",
  "aue-01": "up",
  "jpe-01": "up"
}
```

1.3 Sitecore Customer Data Platform

Definition of Downtime

"Downtime" is the total accumulated minutes during which the SaaS Product was unavailable.

Performance

The SaaS Product response time should be recorded as under 200ms for the 95th percentile of the calls to the ingestion API(s), where measurement takes place at the boundary of the SaaS Product and does not include the time taken to traverse the public internet.

1.4 Sitecore Personalize

Definition of Downtime
"Downtime" is the total accumulated minutes during which the SaaS Product was unavailable.
Performance
The SaaS Product response time should be recorded as under 200ms for the 95th percentile of the calls to the decisioning API(s) on a Typical Implementation, where:

- "Typical Implementation" means an implementation that does not include external API calls and/or high complex data ingestions from the Canvas;
- "Canvas" means the component in the SaaS Product where Customer configures its decisioning API; and
- measurement takes place at the boundary of the SaaS Product and does not include the time taken to traverse the public internet.

1.5 Sitecore OrderCloud

Definition of Downtime
"Downtime" is the total accumulated minutes during which the OrderCloud API is not available for use according to third party performance and monitoring services contracted by Sitecore for the SaaS Product at its sole discretion (the "Monitoring Service"). The Monitoring Service reports of availability is currently available upon request.

1.6 Sitecore Discover; Sitecore Search

Definition of Downtime
"Downtime" is the total accumulated minutes during which the Sitecore Discover API is not available for use according to third party performance and monitoring services contracted by Sitecore for the SaaS Product at its sole discretion (the "Monitoring Service"). The Monitoring Service reports of availability is currently available upon request.
Amendments to Definitions of "Monthly Uptime Commitment" and "Service Credit"
For purposes of Sitecore Discover and Sitecore Search only, the following definitions are amended and restated as follows:

"Monthly Uptime Commitment" means the provision of the SaaS Product with a Monthly Uptime Percentage of at least 99.95%.

"Service Credit" is the percentage of the Applicable Monthly Fees credited to Customer following Sitecore's approval of the claim as set forth below:

Monthly Uptime Percentage	**Service Credit**
Above or equal to 99.95%	None
<99.95% but above or equal to 99%	10%
<99%	20%

1.7 Sitecore Experience Manager Cloud

Definition of Downtime
"Downtime" is the total accumulated minutes during which an endpoint of a Component of the Customer-specified XM Cloud production environment is unresponsive or the returned status indicates unavailability.
Following are the endpoints for the Components:

- Deploy:
  - API: https://xmclouddeploy-api.sitecorecloud.io/health/ready

  - UI: https://deploy.sitecorecloud.io/status
- Authoring: https://{Customer-hostname}/healthz/ready
- Publishing: The Customer region defines which endpoint is applicable:
  - Australia: https://aue-e1-aks-01-publishing.sitecorecloud.io/healthz/ready
  - Japan: https://jpe-e1-aks-01-publishing.sitecorecloud.io/healthz/ready
  - East US: https://eus-e1-aks-01-publishing.sitecorecloud.io/healthz/ready
  - West US: https://wus2-e1-aks-01-publishing.sitecorecloud.io/healthz/ready
  - West Europe: https://weu-e1-aks-01-publishing.sitecorecloud.io/healthz/ready
- Content Delivery: As defined in Appendix 1 Section 1.2 Sitecore Experience Edge.

"Component" is a capability provided with Experience Manager Cloud. This includes:
- Deploy: Enables the deployment of code to the Customer's XM Cloud environment.
- Authoring: Enables the creation of Customer content.
- Publishing: Enables Customer content to be prepared for use.
- Content Delivery: Enables Customer content to be consumed by their website.

Amendments to Service Level Definitions
For purposes of Sitecore Experience Manager Cloud only, the definition of "Monthly Uptime Percentage" is amended and restated, and a new definition of "Component Uptime Percentage" is added, as set forth below:

- "Component Uptime Percentage" is calculated using the following formula for each Component of the Customer's production environment:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

- "Monthly Uptime Percentage" is calculated as the weighted average of the sum of all Component Uptime Percentages:

XM Cloud Component	Weighting
Deploy	10%
Authoring	30%
Publishing	20%
Content Delivery	40%
Total	100%

(10% x Deploy Component Uptime Percentage) + (30% x Authoring Component Uptime Percentage) + (20% x Publishing Uptime Percentage) + (40% x Content Delivery Component Uptime Percentage)

Additional Exclusion to Uptime Guarantee
- Downtime due to a fault in the Customer's input or actions to, or customization(s) of, Experience Manager Cloud.
- Downtime due to Customer's workloads and tasks running on the Customer's XM Cloud production environment.

1.8 Sitecore Connect

Definition of Downtime
"Downtime" is the total accumulated minutes during which the Recipe Runtime engine of the embedded Workato platform (within Sitecore Connect) is not available for use according to Workato's performance and monitoring services. The reports of availability are currently available at https://status.workato.com.

1.9 Sitecore Content Hub ONE

Definition of Downtime

"Downtime" is the total accumulated minutes during which an endpoint of a Component of Content Hub ONE is unresponsive or the returned status indicates unavailability.
Following are the endpoints for the Components:

- Content Hub ONE API:
    - Australia: https://content-api-aue.sitecorecloud.io/health/ready
    - Japan: https://content-api-jpe.sitecorecloud.io/health/ready
    - East US: https://content-api-eus.sitecorecloud.io/health/ready
    - West US: https://content-api-wus.sitecorecloud.io/health/ready
    - West Europe: https://content-api-weu.sitecorecloud.io/health/ready
- Media Delivery:
    - Australia: https://mms-delivery-aue.sitecorecloud.io/healthz/ready
    - Japan: https://mms-delivery-jpe.sitecorecloud.io/healthz/ready
    - East US: https://mms-delivery-eus.sitecorecloud.io/healthz/ready
    - West US: https://mms-delivery-wus2.sitecorecloud.io/healthz/ready
    - West Europe: https://mms-delivery-weu.sitecorecloud.io/healthz/ready
- Content Delivery: As defined in Appendix 1 Section 1.2 Sitecore Experience Edge.

"Component" is a capability provided with Content Hub ONE. This includes:

- Content Hub ONE API: Enables the modelling, authoring, and management of Customer content.
- Media Delivery: Enables Customer media content to be consumed by their multichannel experience.
- Content Delivery: Enables Customer content to be consumed by their multichannel experience.

Amendments to Service Level Definitions
For purposes of Sitecore Content Hub ONE only, the definition of "Monthly Uptime Percentage" is amended and restated, and a new definition of "Component Uptime Percentage" is added, as set forth below:

- "Component Uptime Percentage" is calculated using the following formula for each Component of Content Hub One:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

- "Monthly Uptime Percentage" is calculated as the weighted average of the sum of all Component Uptime Percentages:

Content Hub ONE Component	Weighting
Content Hub ONE API	20%
Media Delivery	40%
Content Delivery	40%
Total	100%

(20% x Content Hub ONE API Component Uptime Percentage) + (40% x Media Delivery Component Uptime Percentage) + (40% x Content Delivery Component Uptime Percentage)

Exhibit C

Sitecore® Usage Policy

This Usage Policy applies to any products or services hosted by Sitecore (collectively, "Cloud Services") on behalf of its customers (each a "Customer"). The terms of this Usage Policy may be updated by Sitecore periodically at Sitecore's reasonable discretion and made applicable thirty (30) days after email notice of the update is sent to Customer at the technical contact email provided by Customer.

The following terms are applicable to all Cloud Services:

A. What are Customer and its authorized users prohibited from doing?

1. Using the Cloud Services to violate the rights of others;
2. Using the Cloud Services to harm, overload, disrupt, or gain unauthorized access to any service, network, system, device, data or account provided or owned by Sitecore or any third party, including any other user of the Cloud Services;
3. Using the Cloud Services in any situation where Customer knows or should reasonably know that failure or fault of the Cloud Services could lead to death or serious bodily injury of any person, or physical or environmental damage;
4. Using the Cloud Services in a manner prohibited by applicable law, regulation or government order, including without limitation any laws regarding the export of data or software, email spamming, and distribution of malware;
5. Erasing or removing any intellectual property right notice contained in the Cloud Services;
6. Attempting to defeat, remove, or otherwise circumvent any software protection or monitoring mechanisms of the Cloud Services; and
7. Authorizing or inducing any third party to do any of the above.

B. As a Customer, what must I do?

1. Upon written request from Sitecore, Customer must promptly remove any data or application stored in the Cloud Services that violates this Usage Policy;
2. In the event Customer becomes aware of any known or suspected violation by its user(s) of this Usage Policy, Customer shall immediately: (a) provide electronic notice to Sitecore of the violation, (b) suspend such user's access to the Cloud Services, and (c) cooperate with Sitecore in any investigation of such known or suspected violation by Customer's user(s);
3. Customer acknowledges that the Cloud Services are designed with capabilities for Customer to access the Cloud Services without regard to geographic location and to transfer or otherwise move data and applications between the Cloud Services and other locations. Customer and not Sitecore shall authorize and manage all user accounts, as well as export control and geographic transfer of Customer's data and applications;
4. Customer shall be solely responsible for the accuracy, quality, content, legality and intellectual property ownership or right to Customer's data and applications stored in the Cloud Services, including any applicable notice, takedown or other data security and data management policies. Sitecore reserves the right to review, refuse, or remove any or all Customer data or applications from the Cloud Services to comply with applicable law;
5. Customer will require all of Customer's authorized users to comply with this Usage Policy; and

6. Unless back-up services are included in the Cloud Services that Customer orders from Sitecore, Customer is responsible for any backups of Customer Data used with the Cloud Services and will perform such backups on an environment separate from the Cloud Services.

The following terms are ONLY applicable to Sitecore® Managed Cloud Premium 1.0 Services, or any bundled license offering that includes Sitecore® Managed Cloud Premium 1.0 Services (collectively "Premium Cloud 1.0 Services"):

1. Customer must comply with the acceptable use policy of Rackspace, as set forth at the following web address: http://www.rackspace.com/information/legal/aup/php;
2. Customer must comply with the terms of the Microsoft Customer Agreement for Azure currently found at https://azure.microsoft.com/en-us/support/legal/subscription-agreement/, which may be updated by Microsoft from time to time;
3. Where optional Add-On Premium Services are purchased by Customer, Customer must also comply with, in the case of the Advanced Application Services, the terms set forth at: https://www.rackspace.com/information/legal/rackspaceappsvcs, and in the case of PDR Services, the terms set forth at: https://www.rackspace.com/information/legal/proactive-detection-response and https://www.alertlogic.com/docs/Alert-Logic-End-User-License-Agreement.pdf;
4. Customer understands and acknowledges that third party services providers are involved in the Premium Cloud 1.0 Services, and that such third party service providers will have access to Customer's data or applications which are supported or included as part of the Cloud Services and may contact Customer regarding the Cloud Services and related workload and IT infrastructure needs of Customer; and
5. To the extent Customer requests that any third party software be installed, supported or patched by third party service providers involved in the delivery of Premium Cloud 1.0 Services, Customer must have a written license agreement with such third party software vendor and Customer agrees to provide, upon request and within a reasonable time period, certification and evidence of Customer's compliance with the terms and conditions thereof.

The following terms are applicable to Sitecore® Email Experience Management Delivery Cloud Services ("EXM Services"):

1. Customer must fully implement all required technical reputational features prior to using the EXM Services (in accordance with the Documentation); and
2. Customer must comply with the following message policy: https://www.sparkpost.com/policies/messaging/.

The following terms are ONLY applicable to the Sitecore® Send Services:

1. Customer agrees to use the Sitecore Send Services in compliance with the Sitecore Send Messaging Policy;
2. Notwithstanding anything to the contrary in the Agreement, if Customer is not in compliance with the Sitecore Send Messaging Policy, Sitecore may, in its sole discretion, take any action it deems appropriate regarding Customer's access to the Sitecore Send Services, including without limitation, immediate suspension of Customer's access to the Sitecore Send Services or termination of the Order for Sitecore Send Services without notice;
3. Sitecore reserves the right to take applicable action(s) to verify that email campaigns sent using the Sitecore Send Services are compliant with the with the Sitecore Send Messaging Policy; and

4. The Sitecore Send Services may contain links to websites or resources, owned or operated under the supervision of third parties other than Sitecore ("Linked Sites"), and Sitecore does not control and is not responsible for the operation, content, privacy policies or the security of such Linked Sites. Visiting and accessing Linked Sites occurs at Customer's own responsibility and risk, without any involvement from, or liability of, Sitecore. Customer is responsible for reading and complying with the privacy statements and terms of use posted on any and all Linked Sites. Sitecore does not endorse, make any warranties and is not responsible for any data, software or other content and products or services available from Linked Sites. Customer acknowledges and agrees that Sitecore shall not be held liable, directly or indirectly, for any damage or loss relating to the use of or reliance upon such data, software or other content on any Linked Sites. Where the Sitecore Send Services refer through "links" or "hyperlinks" to Linked Sites, the owners and/or operators of Linked Sites bear full (civil and criminal) responsibility for the security, legitimacy and validity of their site content, to the exclusion of any liability of Sitecore.

Exhibit D – Sitecore360 Entitlements

Unless otherwise defined in this document, all capitalized terms used herein shall have the same meaning as that given in the Order including Consulting Services between the Sitecore entity ("Sitecore") and the Customer entity signing such Order ("Customer").

1. Scope

What is the TAM (Technical Account Manager) package?

The purpose of the package is to help Customers realize value from their portfolio of Sitecore products and solutions using Sitecore. A named consultant is assigned and works closely with the Customer and Customer team. The consultant establishes a regular meeting cadence with the Customer (and partner if customer wishes). The named consultant is an expert in a product or set of products and provides consultancy on best practice product usage. Depending on the desired expertise of the Customer, the job title of the named consultant will vary. Experts in specific areas can be engaged for short periods to help on specific topics (within the scope of the agreed upon hours per month), or a different named consultant with a different expertise can be assigned on request if the Customer's needs change. Work will be managed and orchestrated by the named consultant.

What is the difference between the Half TAM, TAM, and Sitecore360 TAM packages?

There are 3 TAM packages available: Half TAM, TAM, and Sitecore360 TAM with Consulting Services to be delivered on an annually recurring basis. The specific package which will be delivered to the Customer is set forth in the Order.

Each TAM package has a different number of hours allocated per month as detailed in the table below:

Half TAM	TAM	Sitecore360 TAM
18 hours per month (54 per quarter)	36 hours per month (108 per quarter)	Pre-defined custom number of hours per month. Only available as part of a Sitecore360 package.

What is the working model of the TAM package?

The named consultant follows the below work model:

- The Customer has direct access to their named consultant during normal business hours.
- The Customer can communicate with the named consultant via:

  - Regular meetings at a cadence that suits the customer (we recommend weekly)
  - Ad hoc regular calls and screen shares on common topics, scheduled in advance
  - Email
  - Collaboration environments such as Teams or Slack on an ad hoc basis
- The Customer has access to additional consultants upon request, as scheduled in advance

What topics are in scope of the TAM package?
Typical topics that the named consultant can help with may include, but are not limited to:

- Product topics
  - Which use cases to work on next (business case, variations specific to a Customer).
  - Progress on value realization.
  - Best practices and insights on product usage.
  - New feature requests and needs.
  - Periodic capability reviews with the Customer to align with the Customer's technology roadmap.
- Technical topics
  - Status of initiatives, projects, and use cases in progress (issues, design decisions, usage decisions, technical questions, help on support cases).
  - Technical topics related to Sitecore products.
  - Open questions or help with decisions on current development activities.
  - Ideas for improvement in current project activities.
  - Architectural guidance at the product level.
  - Sitecore recommended practice discussions.
- Optimization topics - for applicable products
  - Weekly performance discussions – what worked, what didn't, and why.
  - Tuning discussions – ideas and suggestions for tests, tweaks, and investigation.
  - Marketing calendar reviews – in-flight campaigns, upcoming campaigns, atypical needs, atypical timing.

The TAM may take part in or facilitate the Customer's business reviews to discuss topics such as:

- Overall progress on value realization.
- Details of initiatives and achievements since the last business review.
- A customer's high-level goals and how to achieve them.
- Current perceived challenges and actions needed to address them.
- New features and updates that may benefit the Customer.
- Notable incidents, support tickets, or use cases.

What activities are in scope of the TAM package?
Typical activities that the named consultant can help with include:

- Joining customer calls to provide expertise as needed.
- Conducting deep dive sessions on product usage best practices.
- Providing architectural guidance.
- Contributing to planning of customer initiatives.
- Assisting with designing A/B tests and interpreting the results.
- Interpreting and presenting data and reports.
- Facilitating ideation, art of the possible, and operating model workshops with Customer team.
- Assisting the customer with proof-of-concept development.
- Bringing information to the Customer team’s attention (product releases, security bulletins, updates, etc.).
- Investigating technical topics, overall solution health, and otherwise providing technical consulting through screen shares, log file inspection, code reviews, and other appropriate means.
- Collaborating with Sitecore’s Product Support and Escalation Teams to help clarify and refine support tickets, escalate support tickets, and resolve support issues.

2. General

The Services will be acquired as a pre-paid pool of hours, where the maximum number of hours to be used in a day corresponds to the length of the workday of each individual Sitecore resource engaged as part of this package unless otherwise agreed between the parties.
Quarterly consumption: Services hours are pre-paid annually and consumed quarterly, with the first quarter starting on the Order Effective Date and ending 3 months thereafter. Any Services hours not consumed within a given quarter will

expire. Sitecore is under no obligation to deliver any unused pre-paid Services after expiry and any fees or applicable expenses will remain payable. If a Customer exceeds the number of Services hours in a given quarter, each additional Service hour will be charged based on Sitecore's then-current hourly rates for the relevant Sitecore Services role, and will be invoiced by Sitecore at the end of such quarter. Sitecore shall provide monthly consumption reporting.

The Fees for the Services do not include any travel, accommodation, and subsistence expenses for onsite visits. Any such visits and associated travel budgets will need to be agreed upon between the Customer and Sitecore for each trip. Sitecore will book economy flight tickets and reasonable option for appropriate 4-star business class hotel. Sitecore will invoice the Customer each month for travel expenses incurred during the preceding month for agreed and approved onsite visits at the Customer's locations. The remainder of the Services will be performed remotely.

Any produced code and Sitecore configuration performed by Sitecore while delivering the Services will be exclusively for reference and guidance. Customer should perform, and is solely responsible for, proper testing in its environment when using any of the work delivered by Sitecore.

3. Location

For this engagement, Services will be performed remotely. Customer will ensure appropriate level of access and collaboration tools to enable remote assessment and Services.

4. Scheduling

The scheduling details of this engagement must be agreed upon between the parties. The Services will be conducted by suitably qualified and experienced Sitecore consultants in close cooperation with the assigned Customer resources. Sitecore chooses, at its sole discretion, suitable consultants.

Professional Plus Training Services for Sitecore360

Unless otherwise defined in this document, all capitalized terms used in this document shall have the same meaning as that given in the Order for Sitecore360 entered into between the Sitecore entity ("Sitecore") and the customer ("Customer") signing such Order.

1. OVERVIEW

Professional Plus Training Services for Sitecore 360 include the following training entitlements for each End User identified by the Customer (up to the number of entitled End Users* as identified in the Order):

a) One seat in a publicly scheduled Virtual Instructor-Led Training (vILT) class of the End User's choice, where:
   - Each End User identified as part of the Professional Plus Training Services for Sitecore 360 is provided one seat in a vILT class of their choice; and
   - The public schedule is listed on the Learning@Sitecore catalog. Directions to sign up for a vILT class will be provided as part of Sitecore 360 onboarding.

b) 24 x 7 access for each defined End User to the Professional Plus eLearning course catalog on the Learning@Sitecore platform

c) One certification exam voucher of the End User's choice

*If during the Sitecore360 subscription an End User designated to use the entitlement no longer is employed by Customer, a replacement End User may be identified by Customer for the unused entitlement.

2. PREREQUISITES; PREPARATION; CLASS CAPACITY

Customer understands that its End User attendees must have the appropriate technical qualifications before attending any relevant class(es) that form part of the Professional Plus Training Services for Sitecore 360. Updated information about these qualifications is specified in the class descriptions on Sitecore's website: https://www.sitecore.com/knowledge-center/getting-started/training.

a. Before the commencement of any Training Services under an Order, each Customer End User participant must:
   (i) create a Sitecore account on the Learning@Sitecore platform (link above) with their business email address; and
   (ii) complete any pre-training preparation detailed in the class description and set out in the pre-training requirements e-mail that will be sent out to each participant upon signing up for the vILT class (which may include pre-training computer setup and study preparation).

b. The participant limit for each publicly scheduled vILT is ten (10) people; therefore, some

sessions may not be available.

3. RECORDINGS OF ORAL OR VISUAL PRESENTATIONS

Customer is prohibited from audio recording, video recording, editing, reproducing, broadcasting, or otherwise making available the presentation slides and any Training Materials to third parties, and distributing the Sitecore representative's name, voice, presentation material or likeness of the Sitecore speaker (name, image, voice, photo or video), blogging, or any portion thereof as they may appear without media, time, use or geographic limitation, except where recording of the presentation is required to grant equitable access of Training Materials to attendees with disabilities, or where recording is pre- approved in writing by Sitecore.

4. CANCELLATION, TRANSFERS AND SUBSTITUTION

a. Cancellation of seat(s) in a publicly scheduled virtual instructor-led class is required in writing no later than ten (10) business days prior to the commencement of the class. If Customer cancels seats before these timeframes, Customer will receive a credit to be used for seat(s) in a future training class. If Customer cancels seats later than these timeframes, Customer will not receive a credit or refund. Sitecore reserves the right to cancel classes. When classes are cancelled, Sitecore will provide Customer with a credit to be used for a future Sitecore training class offered on other dates.
b. Transfer to an alternative class date will only be accepted if made in writing up to ten (10) business days before the class start date. Transfer requests received less than ten (10) business days before commencement of a class will not be granted.
c. Substitution of one booked End User participant for another will only be accepted if made in writing. Suitably qualified substitute End User participants will be accepted up to three (3) business days before a class start date, free of charge. If the Training Materials (joining instructions, etc.) have already been sent to the Customer, it is the responsibility of the Customer to ensure that the replacement End User participant receives the Training Materials.
d. If an End User participant does not attend a class, and Customer did not inform Sitecore within the cancellation period, the vILT entitlement will have been forfeited.

5. eLEARNING COURSES

As part of the Professional Plus Training Services for Sitecore 360, eLearning training courses are available 24 x 7 for each applicable identified End User, with such access valid for the duration of the Sitecore360 subscription (as set forth in the Order). Access is provided once the End User establishes an account on the Learning@Sitecore platform. Promptly after the Order Effective Date Sitecore will provide Customer with access codes permitting use of Sitecore's Learning@Sitecore platform to access the Professional Plus eLearning catalog available as part of Sitecreo360. Customer's use of the eLearning Training will be governed by the terms and conditions of Sitecore's Learning@Sitecore platform, which are made available to Customer upon registration.

6. CERTIFICATION EXAM VOUCHERS

Each End User identified as part of the Professional Plus Training Services for Sitecore 360 is provided one certification exam voucher of their choice. Study Guides, which contain details and policies related to Sitecore certification are available on the Learning@Sitecore platform. All Sitecore certification exams are proctored through our certification platform vendor. Directions to access a certification voucher will be provided as part of Sitecore 360 onboarding.

Exhibit E – Order Definitions

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1. SAAS PRODUCTS

(A) SITECORE PERSONALIZE

Sitecore Personalize Definitions:

"Personalize Events" mean:

- Data sent as an API request to the stream API
- An execution of an inbound personalization API request (Interactive)
- An execution of an outbound personalization API call (Triggered)

"Non-Production Environment" means an environment used to support but not perform production activities.

"Visit" means an instance where an application (e.g. website or any other software application running on a digital device) is presenting, using or otherwise leveraging content, data or functionality originating from (whether accessed directly or indirectly) the SaaS Product to service a single person within a given Time Frame, where a 'Time Frame': (A) is deemed to start when a person first interacts with such application or interacts with such application after a previous Time Frame has ended, and (B) is deemed to end upon the occurrence of one of the following events: (i) the Time Frame is longer than 1800 minutes; (ii) the person is not interacting with such application for more than 30 minutes, or (iii) such application is closed or terminated.

-

(B) SITECORE CDP

Sitecore CDP Definitions:

"CDP Events" mean:

- Data sent as an API request to the stream API
- An API request against the REST API
- A single record in a file that is loaded via the batch API
- A single record that is exported via audience sync

"Monthly Tracked Users" or "**MTU**" means the total number of CDP profiles that are created/updated (via real time or batch ingestion) within a calendar month.

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(C) SITECORE ORDER CLOUD

Sitecore Order Cloud Definitions:

"Order Line Volume" refers to the total distinct number of line items processed across all customer orders.

"Revenue Volume" refers to the total US dollar amount (calculated in USD) of line items processed across all customer orders.

(D) SITECORE CONTENT HUB

Sitecore Content Hub Definitions:

"Asset Bandwidth" means the total amount of data transmitted and metered on the Content Hub CDN facility.

"Asset Storage" means the physical storage, on disk, of file-based assets in Content Hub such as images, videos, or document files.

"Entities" are units of data that can represent content, assets, products, etc. An Entity consists of a defined set of text based attributes that are used to describe the entity. An Entity may have one or more associated media files stored in the Asset Storage.

"Integration Users" means the number of dedicated licenses used for third-party integrations such as marketing automation or custom API work.

"Monthly Business Users" or "MBU" means the total number of business users that have logged in and accessed the application on four or more days within a calendar month.

"Non-Production Environment" means an environment that is not used for production activities at any time. Non-Production Environments are meant to be used for development environments or quality assurance (QA) of workflows for code or configuration promotion. Environments that are meant to be used as redundancy, failover, cutover, or other use where at some point they may become production environments, even if not in regular use, are not considered Non-Production Environments. Non-Production Environments do not include additional storage capacity unless separately purchased.

"Total Registered Users" means the total number of unique user ID's enrolled in the Content Hub system.

"Video Indexing Hours" means the number of hours spent analyzing video files, using Microsoft's Cognitive Service platform to generate metadata and other tags, including speech-to-text transcripts.

(E) SITECORE SEND

Sitecore Send Definitions:

"Subscribers" means the number of unique active subscribers (excluding bounced, unsubscribed and archived).

(F) SITECORE DISCOVER

Sitecore Discover Definitions:

"Permitted Sites" means websites that Customer is authorized (by the website's owner) to use as the source of web pages, assets, and other intellectual property that may be consumed, delivered, or stored within the Sitecore Products (i.e. excluding any content obtained by crawling or indexing websites without the owner's authorization).

"SKU count" means the total number of stock-keeping units in the Customer's inventory.

"Visit" means an instance where an application (e.g. website or any other software application running on a digital device) is presenting, using or otherwise leveraging content, data or functionality originating from (whether accessed directly or indirectly) the SaaS Product to service a single person within a given Time Frame, where a 'Time Frame': (A) is deemed to start when a person first interacts with such application or interacts with such application after a previous Time Frame has ended and (B) is deemed to end upon the occurrence of one of the following events: (i) the Time Frame is longer than 1800 minutes; (ii) the person is not interacting with such application for more than 30 minutes, or (ii) such application is closed or terminated.

(G) SITECORE XMCLOUD

Sitecore Experience Manager Cloud Definitions:

"**Build**" is comprised of one or more of the following activities:

- XM Cloud tenant provisioning process
- Developer related customization that requires compilation
- Developer related customization that requires deployment
- Automatic update related deployment

"Concurrent Builds" means the number of Experience Manager Cloud builds that can operate at the same time. Each Project can have one active Build and deployment at a time.

"Concurrent Users" means the total number of concurrent Experience Manager Cloud users supported across all Production Environments in Experience Manager Cloud. Each Production Environment supports up to fifty (50) Concurrent Users.

"Non-Production Environments" means the total number of non-production environments available to the customer in the Experience Manager Cloud subscription. Each Project has two non-production environments, development and staging.

"Production Environments" means the total number of production Experience Manager environments available to the customer in their Experience Manager Cloud subscription. Customers can have one production environment per Project.

"Projects" represent a collection of Experience Manager Cloud environments where every environment in the Project is related to each other. Within this collection of Experience Manager Cloud environments for a project, only one offshoot is designated as a Production Environment.

"Visit" means an instance where an application (e.g. website or any other software application running on a digital device) is presenting, using or otherwise leveraging content, data or functionality originating from (whether accessed directly or indirectly) the SaaS Product to service a single person within a given Time Frame, where a 'Time Frame': (A) is deemed to start when a person first interacts with such application or interacts with such application after a previous Time Frame has ended and (B) is deemed to end upon the occurrence of one of the following events: (i) the Time Frame is longer than 1800 minutes; (ii) the person is not interacting with such application for more than 30 minutes, or (ii) such application is closed or terminated.

(H) SITECORE EXPERIENCE EDGE AND SITECORE EXPERIENCE EDGE FOR CONTENT HUB

Sitecore Experience Edge Definitions:

"API Call" means any http request to the API / endpoint of the main application (excluding requests made to Satellites), where 'Satellite' means an additional location, separate from the central Instance, used to provide optimized upload or download capabilities for additional geographic locations.

"Bandwidth" is defined as data transfer of entities from Sitecore Experience Edge CDN, including any GraphQL query or media file, regardless if the object is cached in the CDN.

"File Storage" is defined as data storage used for the hosting of published entities, such as media files and pre-rendered layout elements, in the Sitecore Experience Edge platform from Sitecore Software.

(I) VERCEL

Vercel Definitions:

"Vercel Bandwidth" means the total monthly number of bytes of egress traffic served via Vercel's edge network, including all static and dynamically generated traffic, and bandwidth generated by background revalidation of assets.

"Vercel Concurrent Builds" mean the total number of deployments that can be built at one time.

"Vercel Serverless Execution" means the total monthly product of time and bandwidth of serverless function execution for producing dynamically generated traffic, including API routes and revalidation, expressed in GB hours.

"Vercel Team Seats" means that the total number of members who may manage and interact with projects and deployments in the team's scope on Vercel, as further described at https://vercel.com/docs/concepts/teams/members.

(J) SITECORE SEARCH

Sitecore Search Definitions:

"Documents" mean the total number of distinct content records indexed into Sitecore Search, aggregated over the designation of both production and non-production under the Customers' subscription.

"Permitted Sites" means websites that Customer is authorized (by the website's owner) to use as the source of web pages, assets, and other intellectual property that may be consumed, delivered, or stored within the Sitecore Products (i.e. excluding any content obtained by crawling or indexing websites without the owner's authorization).

"Production Environment" means the total number of production Sitecore Search environments available to the Customer in their Sitecore Search subscription. Customers can have one production environment per license, which can consist of any number of sites (within entitlements) independently queryable from that singular production license.

"Non-Production Environment" means the total number of non-production environments available to the Customer in the Sitecore Search subscription. Each non-production environment is used for testing, development, and staging and does not follow the service level commitments of Production Environments.

"Concurrent Crawlers" mean the total number of parallel processes of crawling the sources (websites) configured under the subscription. Customers may have any number of sources specified and the concurrent crawler dictates the overall scale and performance of data ingestion into Sitecore Search.

"Crawler Frequency" means how often a specific piece of content can be scheduled to automatically re-index into Sitecore Search. The customer can still directly promote content changes into the API for indexing indifferent of the crawler frequency.

-

(K) SITECORE CONTENT HUB ONE

Sitecore Content Hub ONE Definitions:

"Annual Bandwidth Limit" means the total amount of data transmitted and metered on the Content Hub CDN (Content Delivery Network) facility.

"Asset Storage" means the physical storage, on disk, of file-based assets in Content Hub such as images, videos, or document files.

"Content Requests" means the requests coming into the Content Hub ONE APIs or any customer-provided caching system to deliver content.
"Production Environment" means the total number of production Content Hub ONE environments available to the Customer in their subscription.
"Total Users" mean the total number of concurrent Content Hub ONE users.

(L) SITECORE CONNECT

Sitecore Connect Definitions:

"Connection" means a unique authentication into an instance of an application or a database external to Sitecore. Note: Sitecore products are not counted towards licensed connection counts.
"Connectors" means API-based nodes allowing for the transfer of data between software applications through Sitecore Connect which acts as a bridge.
"Consumption" means the number of Tasks executed. Fair usage policy allows for 3 million Tasks per active Connection per year.
"Recipe" means a set of commands to Sitecore Connect that request Sitecore Connect to carry out certain actions across software applications based on the occurrence of a designated trigger event.
"Task" means a unit of work performed every time a Recipe performs an action (e.g., fetch data from an application by making an API call). A task is counted when a recipe requests data from, or performs an activity in an application. For example, search, create, update, get, upsert actions are counted as tasks, while control functions like If, Error Monitor, Stop, etc. are not counted as tasks.

• 2. HOSTED SERVICES

(A) MANAGED CLOUD

"Azure Spend" means the cost, in USD, of all hosting components in Customer's Production Set or Non-Production Set, as applicable, as calculated and reported by Sitecore's third party service providers, which is subject to change over time (i.e., certain third party service providers may increase or decrease this cost at their sole discretion).

"Azure Spend Commitment" means the amount of Azure Spend, in USD, over which overages will apply, as further set forth in the Order (and any exhibits thereto).

"Customer Applications" means all software and services that Customer uses or offers to its users that access, use interact with, or depend upon the Hosted Services.

"Disaster Recovery" or **"DR"** means recovery from an event that results in a significant disruption or loss of availability of the Hosted Services' primary production environment by using an alternate production environment where:

> **"Basic DR (Cold Standby)"** means recovery from a failure of the default Sitecore topologies (for the Software) by creating a new environment in an alternate location and restoring application data from backups; and
>
> **"Managed DR (Hot Standby)"** means recovery from a single default Sitecore topology (for the Software) environment by using an alternate environment that is already running and prepared to be promoted to become the replacement using data replication.

"Non-Production Usage" means use of the Hosted Services to support but not perform Production Activities.

"Non-Production Set" means a single mutually exclusive online environment hosting the Software exclusively for Non-Production Usage, which is part of a Non-Production Environment.

"Production Set" means a single mutually exclusive online environment hosting the Software exclusively for Production Activities, which is part of a Production Environment.

"Topology Customizations" (also known as "Hosting Extensions") means one or more of a series of additional Azure resources that can be used to complement the existing Platform as a Service-based topology pattern (if applicable).

"User" means any user of Customer Applications.

If Customer purchases additional Hosted Services (Cloudflare Enterprise), the following definitions will also apply:

"Cloudflare" means Cloudflare, Inc. involved in the provisions and delivery of the Additional Hosted Services.

"Cloudflare Documentation" means all printed and online user manuals and other technical material relating to the Additional Hosted Services made available by Sitecore, as may be updated from time to time.

"Customer Account Information" means the information Customer provides upon subscribing to the Additional Hosted Services, audit logs, and Customer account settings.

"Customer Information" means, collectively, Customer Account Information, End User Log Files and Customer-specific Aggregations.

"Customer-specific Aggregations" means customer-specific aggregated information derived from the End User Log Files (including, without limitation, usage analytics, bandwidth consumption, availability performance, rules, and settings) which is used to provide the Additional Hosted Services.
"End User" means a third-party visitor to the Customer parties' Internet Properties and/or user of any of the Customer's services delivered thereon.

"End User Log Files" means the raw logs of End User interactions with Customer (and applicable Affiliates, to the extent included in the Permitted Usage) Internet Properties that Sitecore processes on behalf of Customer (and applicable Affiliates, to the extent included in the Permitted Usage) during the course of providing the Additional Hosted Services.

"Internet Properties" means a website or any internet connected application, including any subdomain thereof.

• 3. SOFTWARE

(A) SITECORE XM/XP/XC

Sitecore Software Definitions

"Domain" means the combination of a single second-level domain with a single top-level domain, and all subdomains thereunder, as illustrated by e.g., *.company.com, where "*." represents unlimited subdomains, "company" is the second-level domain, and ".com" is the top-level domain. Domains whose sole purpose is to redirect visitors to a Domain (as defined here) will not count against the total number of authorized Domains. Additionally, domains that allow visitors to access a translated version of content will not count against the total authorized number of Domains. For example, if www.company.au is a direct translation of the site located at www.company.com, www.company.au will not count as an additional Domain, but if www.company.au is both translated and otherwise localized, the domain will count against the total authorized number of Domains.

"Environment" means the Software installed on any number of servers that all point back to a single instance of Sitecore's main content database.

"Non-Production Environment" means an Environment used to support but not perform Production Activities.

"Production Activities" means the creation, authoring, publishing and/or delivery of digital content to a website, email, mobile visitor or service, including separate commerce, email and/or print capabilities if purchased, and the processing and reporting of Visits for use in xDB.

"Production Environment" means an Environment used to perform Production Activities.

"User" means each individual person concurrently logged into the user interfaces of any installation(s) of the Software for purposes of editing content, site administration, development, testing or such similar actions.

"Visit" means an instance where an application (e.g. website or any other software application running on a digital device) is presenting, using or otherwise leveraging content, data or functionality originating from (whether accessed directly or indirectly) the Software to service a single person within a given Time Frame, where a 'Time Frame': (A) is deemed to start when a person first interacts with such application or

interacts with such application after a previous Time Frame has ended, and (B) is deemed to end upon the occurrence of one of the following events: (i) the Time Frame is longer than 1800 minutes; (ii) the person is not interacting with such application for more than 30 minutes, or (iii) such application is closed or terminated.

Sitecore Customer Order

Customer:	University Of Idaho
Company/Tax ID No:	N/A
Customer Address:	875 Perimeter Dr. Moscow, Idaho 83844
Sitecore:	Sitecore USA, Inc.
Address:	44 Montgomery, Suite 3340 San Francisco, CA, 94104
Order Voidability Date	May 3rd, 2024
Order Effective Date	This Order will be effective on the date signed by both parties below.
Existing Master Terms Date (where applicable)	October 31, 2019

This Order is entered into between Sitecore and Customer under the master agreement executed between the parties as of the Existing Master Terms Date, including any cloud addendum entered into by the parties, if applicable (collectively, the **'Master Terms'**). This Order will be governed by the Master Terms and will form part of the Agreement between the parties. This Order will be effective as of the Order Effective Date. Unless otherwise defined in this Order, capitalized terms shall have the meanings set forth in the Master Terms. This Order is voidable at Sitecore's option if not signed by Customer on or before the Order Voidability Date.

1. Sitecore Services

Custom Consulting Services

Sitecore will provide the following Consulting Services, a description of which is attached as Appendix A.

One-Time Custom Consulting Services

Sitecore will provide the following One-Time Consulting Services:

Quantity	Description	Hours	Rate/hr	Net Price
1	Development Consulting Services (consisting of the following line items)	See below	See below	See below
1	Front End Developer - Offshore (per hour)	720	$150.00	$108,000.00
1	Architect/Development Lead (per hour)	180	$310.00	$55,800.00
1	Senior Developer (per hour)	280	$240.00	$67,200.00
1	Client Manager (per hour)	560	$210.00	$117,600.00
1	Content Hub Solution Architect (per hour)	440	$350.00	$154,000.00
1	Content Hub Developer (per hour)	256	$240.00	$61,440.00
1	Content Hub Business Analyst (per hour)	480	$270.00	$129,600.00
			Total	**$693,640.00**

The One-Time Consulting Services are effective on the Order Effective Date and continue until the One-Time Consulting Services are complete or 12 months after the Order Effective Date. The One-Time Consulting Services do not automatically renew.

Development Services Retainer

Sitecore will provide the following Recurring Consulting Services on an annual basis for the duration of the Subscription Term (as defined below):

Quantity	Description	Hours	Rate/hr	Net Price
1	Development Services Retainer (consisting of the following line items)	See below	See below	See below
1	Architect/Development Lead (per hour)	960	$310.00	$297,600.00
1	Senior Developer (per hour)	960	$240.00	$230,400.00
1	Client Manager (per hour)	480	$210.00	$100,800.00
			Total	**$628,800.00**

2. Subscription Term; Renewal

This Order is effective on the Order Effective Date and continues for the minimum commitment of 12 months. At the end of this minimum commitment, any Recurring Consulting Services under the Order may be renewed by mutual written agreement by the parties. The "**Subscription Term**" is equal to the minimum commitment plus any renewals.

3. Change Orders

If Customer believes any changes to the schedule, scope or any milestones are necessary or desirable, it shall submit a written change request to Sitecore's contact set forth above (a "**Change Request**"). Sitecore's prior approval is needed any time a Change Request increases or decreases the cost of the Services or materially extends the schedule for the Services, and the compensation will be adjusted accordingly and documented in a change order signed by both parties which will serve to amend this Order.

4. Invoicing and Payment Terms

Below is a summary of the invoicing under this Order:

Year	Description	Price
1	One-Time Fee (Development Consulting Services)	$693,640.00
1	Recurring Fee (Development Services Retainer)	$628,800.00
	Subtotal	**$1,322,440.00**
	15% Discount	$198,366.00
	TOTAL	**$1,124,074.00**

Upon the Order Effective Date, the initial invoice will be sent to Daniel Ewart at dewart@uidaho.edu as set forth below. If applicable, any Recurring Fees under this Order will be invoiced annually and due on the anniversary of the Order Effective Date, for the remainder of the Subscription Term.

Customer Billing Address:	875 Perimeter Dr. Moscow, Idaho 83844
Customer Shipping Address:	875 Perimeter Dr. Moscow, Idaho 83844
Customer Technical Contact Name:	Steven Cox
Customer Technical Contact Email:	scox@uidaho.edu

All prices as set out in this Order are USD and exclusive of any applicable taxes unless otherwise indicated.

Payment Terms
Net 30 days

Payment terms for all amounts under this Order are **Net 30 days** from the date of a valid invoice issued by Sitecore. An invoice shall be valid where the amounts invoiced are accurate and without regard to other referenced information including but not limited to purchase order number. In the event of non-payment by Customer of a valid invoice, if Customer still fails to pay such invoice after being sent a 15 days' reminder notice to pay such invoice, Sitecore may, at its sole discretion, suspend the access or provision of the Sitecore Products and/or Services, or terminate the affected Order. Customer agrees to pay interest calculated at the rate of six percent (6%) per annum or the maximum amount permitted by law, whichever is less, of the total outstanding amount, for the time period the payment remains past due.

Additional Terms and Conditions

Idaho Regulatory Certifications

Customer is prohibited by state law from entering into certain contractual agreements. Sitecore hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed one hundred thousand dollars ($100,000) and it employs ten (10) or more persons, 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; (ii) pursuant to Idaho Code Section 67-2359, 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 affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

For any customer that issues Purchase Orders (PO), Sitecore requires Customer's approved PO Number before being able to fully process the Order and before being able to request staffing.

By executing this Order, Customer commits to the payments set forth above. Each person signing this Order represents and warrants that he or she has been duly authorized and has full authority to execute this Order on behalf of the party below. This Order may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

Sitecore		**University Of Idaho**	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Appendix A

SCOPE OF CONSULTING SERVICES
Project Name

Development Consulting Services (One-time Services) & Development Services Retainer (Subscription Services)

Project Description

Sitecore to work with University of Idaho to implement XM Cloud, Content Hub DAM, CDP, Personalization and Search.

Scope of Development Consulting Services (One-time Services)

The One-time Services will be acquired as a pre-paid pool of hours (as detailed in Section 2 of the Order). The hours consumed will be counted in time increments of 30 minutes.

The One-time Services will be performed based on a delivery schedule agreed upon between the parties after the Order is signed. Changes to the scheduling of activities must be requested no less than two weeks prior to the first day of the scheduled performance of the activity.

The One-time Services must be consumed within 12 months of the Order Effective Date (the "Expiry Date"). Sitecore will also allow customer to move up to 10% of unused hours from Q4 of the 1st year of the Order to Q1 of the 2nd year of the Order (should there be a year 2 renewal), but such hours must be used in the first 3 months of the 2nd year of the Order. Sitecore shall provide monthly consumption reporting. Should Customer require additional hours at any time during the One-time Services Term, the parties shall enter into a mutually agreeable amendment or add-on order to this Order.

Scope of Development Services Retainer (Subscription Services)

Sitecore Subscription Services remote consulting activities (up to 960 Architect/Development Lead hours per year, up to 960 Sr. Developer hours per year, and up to 480 Client Manager hours per year) prioritized by the Customer, as time allows. The resources are dedicated to the Customer on an annual basis as follows:

- Up to 240 hours of Services by Architect/Development Lead each quarter, intended to be delivered as approximately 80 hours per month.
- Up to 240 hours of Services by Sr. Developers each quarter, intended to be delivered as approximately 80 hours per month.
- Up to 120 hours of Services by Client Manager each quarter, intended to be delivered as approximately 40 hours per month.
- The hours consumed will be counted in time increments of 30 minutes.
- The maximum hours to be used in a day is 8 hours per resource.
- Each week that has maintenance requests, the Sitecore Client/Project Manager will provide a weekly report of the hours consumed the previous week with details on the service provided and hours remaining.

The intent is to perform activities such as the following:

- Discovery and project planning/management
- Planning for and executing on the migration of uidaho.edu, including link management, to ensure a continuity of user experiences (between 8.2 and XM Cloud)
- Assist the web team in website builds and content migrations as requested
- Implementation of the University of Idaho's user facing website (https://www.uidaho.edu/) on XM Cloud, which will include, at minimum:
    - Initial solution and XM Cloud environment setup for Dev, QA, and Production
    - Working with the design team and primary stakeholders to break down provided designs into well-defined components, functionality, and page templates
    - Sitecore Search configuration and implementation
    - CI/CD pipeline implementation
- Configuration of Sitecore's Component Builder for use by University of Idaho's marketing team post implementation
- Implementation of Content Hub DAM
    - Migration of existing DAM content to Content Hub DAM
    - Integration of Content Hub DAM with XM Cloud instance
- Begin discovery for journey mapping and implementation of CDP/Personalize integrations and initial use cases
- Work breakdown and task definition efforts

There is no guarantee that any specific work effort will be completed in the allocated time, however this is Sitecore's estimate given the information provided. Once work is underway, should Sitecore believe additional hours are needed, Sitecore will communicate that to Customer and provide a Change Request for any additional hours needed.

Quarterly consumption: Subscription Services hours are pre-paid annually and consumed quarterly, with the first quarter starting on the Order Effective Date and ending 3 months thereafter. Sitecore will allow Customer to move up to 10% of unused hours from quarter to quarter within the first year. Sitecore will also allow customer to move up to 10% of unused hours from Q4 of the 1st year of the Order to Q1 of the 2nd year of the Order (should there be a year 2 renewal), but such hours must be used in the first 3 months of the 2nd year of the Order. Any Subscription Services hours not consumed within a given quarter will expire. Sitecore is under no obligation to deliver any unused pre-paid Subscription Services after expiry and any fees or applicable expenses will remain payable. If Customer consumes the allotted number of Subscription Services hours in a given quarter, Sitecore will cease performance until the beginning of the next quarter. Sitecore shall provide monthly consumption reporting. Should Customer require additional hours at any time during the Subscription Term, the parties shall enter into a mutually agreeable amendment or add-on order to this Order.

<u>Assumptions</u>

- Resource availability and staffing to be determined and communicated upon order execution.
- Customer shall provide Sitecore resources access to the following:
    - Sitecore instances (admin logins)

  - Source control repository (read and write access)
  - Relevant hosting/infrastructure assets
  - If VPN access or other security measures are required, Customer will provide the necessary software/credentials to Sitecore prior to project kick-off.
  - Access to UAT site(s) which require web tagging, outside of new XM Cloud instances, if any
- Customer to provide documented overview of analytics/user data and storage location for use in CDP discovery.
- The University of Idaho team will be responsible for any required styling and functional updates to 3rd party services, such as embedded forms, which are hosted externally to Sitecore and utilized on the site.
- Customer will identify and schedule the appropriate stakeholders required for meetings of all types in a timely manner. Delays in scheduling meetings may cause delays in the project timeline. Any such delays requiring scope changes are considered change requests by the Customer and may result in a formal Change Request for additional funding, timeline changes, and/or scope changes. Sitecore will make best efforts to promptly communicate the impact of any actual or potential delay to Customer.
- The solution shall adhere to WCAG 2.1 Level AA accessibility standards at the time of initial production deployment.
  - If Customer has design or customer experience requirements that do not adhere to these standards or provides content that does not adhere to these standards, Sitecore shall note the non-compliant items in writing and shall not include the relevant standards in its testing.
  - Changes made by Customer users after initial production deployment may not adhere to these standards and are Customer's responsibility to identify and fix.
  - Any content entered by Customer may not adhere to these standards and is Customer's responsibility to identify and fix.

Location

Consulting Services will be performed remotely via a Customer-approved remote access method. Customer's Confidential Information will not be removed from Customer's systems.

LEWIS-CLARK STATE COLLEGE

SUBJECT

Operating agreement between Lewis-Clark State College and the Lewis-Clark State College Foundation

REFERENCE

October 2009	Idaho State Board of Education (Board) approved operating agreement between Lewis-Clark State College and the Lewis-Clark State College Foundation.
December 2017	Board again approved operating agreement between Lewis-Clark State College and the Lewis-Clark State College Foundation.
February 2021	Board again approved operating agreement between Lewis-Clark State College and the Lewis-Clark State College Foundation.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective C: Access

BACKGROUND/DISCUSSION

Board policy requires a foundation of an institution to be formally recognized by the Board as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. The operating agreement between an institution and an affiliated foundation must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board for review and re-approval. The operating agreement must address the topics outlined in Policy V.E.

IMPACT

The Operating Agreement was revised in 2021 to conform to Board Policy and minor modifications have been made in the 2024 revision. Notable revisions are the signatory authority has been expanded to include a designee by the Foundation board president to allow for additional coverage during board member absences, clarification that the board approves restricted fund transfers to the institution, recognition that the Foundation funds are transitioning to a separate bank account than the institution, increased limits for the faculty and staff award amounts due to endowment growth, and revisions in the investment and endowment fund fee policies.

ATTACHMENTS

Attachment 1 – Proposed Operating Agreement Between Lewis-Clark State College and Lewis-Clark State College Foundation
Attachment 2 – Redline comparing the Proposed Operating Agreement to the Board Template
Attachment 3 – Redline comparing the Proposed Operating Agreement to the 2021 Operating Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board staff have reviewed the documents to assure substantial alignment with the template developed in 2019 as part of Board Policy V.E.

Staff inquired as to why changes were made to Art. IV, Section 7. The language from the template requiring that foundation assets be held in a separate bank account in the name of the Foundation using the Foundation's Federal Employer Identification Number was deleted. Lewis-Clark State College (LCSC) management responded "that up until recently, the Foundation did not have its own bank account, it was within LCSC's general operating account because the college pays their bills directly and processes transactions on their behalf. Most of the Foundation's funds are stored with the Foundation's investor (and under their federal EIN) so only a small portion is stored within the LCSC bank account. We have just started the transition to separating the bank accounts, but it is still an LCSC bank account with a reference as the Foundation, again because the college pays their bills and processes their transactions. Within LCSC's accounting system, they have their own accounts that reconcile back to what funds belong to the Foundation and now, this reconciliation will compare directly against the college account with the Foundation's name. So in short, the college has always removed this language from the template and we have now made a small step in creating a separate bank account under the purview of LCSC."

The Audit Committee reviewed the Operating Agreement at its meeting on March 29 and recommended its approval to the Board.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to enter into the proposed Operating Agreement with the Lewis-Clark State College Foundation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OPERATING AGREEMENT
BETWEEN
LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.
AND
LEWIS-CLARK STATE COLLEGE

This Operating Agreement ("Operating Agreement") between Lewis-Clark State College Foundation, Inc. ("Foundation") and Lewis-Clark State College ("College") is entered into as of this 9th day of March, 2021.

WHEREAS, the Foundation was organized and incorporated April 4, 1984 for the purpose of generating voluntary private support from alumni, employees, friends, corporations, foundations, and others for the benefit of the College.

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

WHEREAS, the Foundation promotes access, excellence and relevance in higher education through financial support of the College. The Foundation is dedicated to assisting the College in the building of the endowment to address, through financial support, the long-term academic and other priorities of the College.

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 College, soliciting cash, securities, real and intellectual property, and other private resources for the support of the College, 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 College.

WHEREAS, the College 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 College 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 College. 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 College 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 College; and (3) support and assist the College 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 College to be in violation of applicable polices of the State Board; or (3) conflict with the role and mission of the College.

ARTICLE II
Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the College. The Foundation, to the extent practicable, also shall provide the College with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The College shall provide all such documents to the State Board.

ARTICLE III
College Resources and Services

1. College Employees.

a. *College/Foundation Liaison*: The College's Director of College Advancement shall serve as the College's Liaison to the Foundation and as the Foundation Executive Director.

i. The College's Director of College Advancement shall be responsible for coordinating the College's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the College to the Foundation.

ii. The College's Director of College Advancement or designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the College to the Foundation's Board of Directors regarding the College's coordination with the Foundation's fundraising efforts.

iii. The College's Director of College Advancement shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Director of College Advancement are set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement").

d. *Other College Employees Holding Key Foundation or Administrative or Policy Positions*: In the event the College and the Foundation determine it is appropriate for one or more additional College employees who function in a key administrative or policy making capacity for the College (including, but not limited to, any College Vice-President or equivalent position) to serve both the College 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 such College employee.

e. *Limited Authority of College Employees.* Notwithstanding the foregoing provisions, no College employee who functions in a key administrative or policy making capacity for the College (including, but not limited to, any College Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, and investment decisions.

2. Support Services. The College 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 College employees who provide support services to the Foundation shall remain College employees under the direction and control

of the College, unless agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the College the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. College Facilities and Equipment. The College shall provide the use of the College's office space and equipment to the Foundation upon the terms agreed to by the College and the Foundation. The terms of use (including amount of rent) of the College's office space and equipment shall be as set forth in the Service Agreement.

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

ARTICLE IV
Management and Operation of Foundation

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

1. Gift Solicitation.

Authority of College's Director of College Advancement. All Foundation gift solicitations shall be subject to the direction and control of the Director for College 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 College; 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 College.

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 College, the Foundation shall obtain the prior written approval of the College. Similarly, the Foundation shall also obtain the prior written approval of the College of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the College.

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 College shall be approved by the State Board before acceptance by the College and the Foundation. In cases where the real property is intended to be used by the College in connection with carrying out its proper functions, the real property may be conveyed directly to the College, in which case the College 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 College 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 College on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers*. The Foundation shall inform the College 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 College officials shall account for such restricted funds separate from other program and department funds in accordance with applicable College policies and shall notify the Foundation on a timely basis regarding the expenditure 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 College, 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 Board President and Vice President, or designee by the Foundation Board President, as the individual(s) with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the College; provided, however, in no event may the person(s) with Foundation signature authority for financial transactions be a College 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. College Report on Distributed Funds. On a regular basis, which shall not be less than annually, the College shall report to the Foundation on the use of restricted and unrestricted funds transferred to the College. This report shall specify the restrictions on any restricted funds. The Foundation shall approve expenditures prior to restricted fund transfers to the College and the Foundation will retain details of the uses of such funds.

6. Transfer of College Assets to the Foundation. No College 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 College 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 account, and State Board approval will be required prior to the College's transfer of such funds to the Foundation.

b. The College has gift funds that were originally transferred to the College from the Foundation and the College 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 College to the Foundation provided such funds are for investment by the Foundation for scholarship or other general College support purposes. This exception shall not apply to payments by the College to the Foundation for obligations of the College to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

d. The transfer is of funds raised by the College 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 bank accounts. 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 College 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, 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 Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; 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 College any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

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. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the College and the State Board. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively.

ARTICLE V
Foundation Relationships with the College

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

1. Access to Records. Subject to recognized legal privileges and any third-party obligations of confidentiality and protection of proprietary information, 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.

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 College shall be limited to the College's President and any designee of the College's President.

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.

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

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 College 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 College's funding requests to the Foundation shall be communicated in writing to the Foundation's President and Executive Director by March 1 of each year, or in conjunction with the spring Finance and Investment Committee meeting.

6. Attendance of College's President at Foundation's Board of Director Meetings. The College'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 College Employees. Any supplemental compensation of College 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 College, and the College shall then pay compensation to the employee in accordance with the College's normal practice. No College employee shall receive any payments or other benefits directly from the Foundation. The Foundation Board of Directors may provide funds to the College annually for Faculty and Staff Achievement Awards, in an amount not to exceed $35,000. Such awards will be made primarily with funds donated to the Foundation for that purpose and any additional Foundation funds used will be approved by the Board of Directors in the Foundation's annual budget. The College identifies the faculty and staff who will be recipients of these awards and disburses the funds to the recipients.

ARTICLE VI
Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the College 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 College'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 College as defined by the Government Accounting Standards Board (GASB). Accordingly, the College 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, 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 College Controller's Office in sufficient time to incorporate the same into the College's statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

3. Separate Audit Rights. The College 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 College's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the College 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 College President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the College President setting forth the following items:

a. the annual financial audit report;

b. an annual report of Foundation transfers made to the College, summarized by College 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 College employees for whom the Foundation made payments to the College 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 College; 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
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 College employee represent both the College and the Foundation in any negotiation, sign for both entities in transactions, or direct any other College employee under their immediate supervision to sign for the related Party in a transaction between the College and the Foundation. This shall not prohibit College employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

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

4. Acquisition or Development or Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the College'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 College, the College shall notify the State Board at the earliest possible date. Any such proposed purchase for the College's use shall be a coordinated effort of the College 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
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 College 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 College to pay, within 180 days of written notice, all debt incurred by the Foundation on the College'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 College that is not cured within the time frame set forth above, the College 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 President 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 President of the Board of the Foundation and the College President. If the Foundation Board President and College President cannot resolve the dispute, then the dispute will be referred to the Foundation President 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 College, 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 continued support and benefit of the College.

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

President
Lewis-Clark State College
500 8th Avenue
Lewiston, ID 83501

To the Foundation:

Executive Director
Lewis-Clark State College Foundation, Inc.
500 8th Avenue
Lewiston, ID 83501

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

11. Liability. The College 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.

12. Indemnification. To the extent allowed by law, the College 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 College's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

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

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

15. 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. 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.

17. List of Attachments
   a. Exhibit A – Loaned Employee Agreement
   b. Exhibit B - Service Agreement
   c. Exhibit C – Investment Policy
   d. Exhibit D - Articles of Incorporation
   e. Exhibit E – Bylaws
   f. Exhibit F – Conflict of Interest Policy
   g. Exhibit G – Code of Ethical Conduct
   h. Exhibit H – Gift Acceptance Policy
   i. Exhibit I - Policy for Accounting for Gift Revenue
   j. Exhibit J – Foundation Insurance
   k. Exhibit K - Committee Descriptions
   l. Exhibit L – Endowment Fund Fee Policy

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

Lewis-Clark State College

By:_____
Its: President

Lewis-Clark State College Foundation, Inc.

By:_____
Its: President

EXHIBIT "A"

Loaned Employee Agreement

Not applicable at this time

EXHIBIT "B"

Service Agreement

1. Staff
   a. The Director of College Advancement, an employee of the College, shall serve as Executive Director of the Foundation and shall supervise the College Advancement staff who are likewise employees of the College and who will provide administrative services to the Foundation. The College is responsible for the employment and compensation of College Advancement Staff providing services to the Foundation, including the Director of College Advancement in his or her capacity as Executive Director of the Foundation. Subject to approval by the President of the College, the Foundation may appoint an employee of the College to serve as Treasurer. The Treasurer shall provide and/or supervise the provision of financial and accounting services for the Foundation. While providing services to the Foundation, College employees are subject to the oversight and direction of the Board of Directors of the Foundation. Executive officers of the College (President and Vice Presidents) shall not serve as Foundation Board officers or staff members.
2. Additional services the College provides to the Foundation
   a. Access to the College's financial system to receive, disburse and account for funds of the Foundation. Except for funds transferred into Foundation's brokerage accounts, all funds received by the Foundation shall be deposited with the College and credited to one or more agency accounts established in the name of the Foundation within the College's financial system. In using the College's financial services, the Foundation shall comply with the College's financial and administrative policies and procedures.
   b. Accounting services, to include cash receipts and disbursements, accounts receivable and payable, bank reconciliation, reporting and analysis, and internal auditing.
   c. Investment, insurance, and similar services.
   d. Development services, including research, information systems, donor records, communications and special events.
3. Facilities, Furnishings and Office Equipment
   a. The business office of the Foundation shall be located in the College Advancement Office at 500 8th Avenue, Lewiston, Idaho. The College will provide office space to the Foundation including providing all maintenance and utilities, and local and long-distance telephone service for use in the business of the Foundation. The furnishings, computers, copiers and other items of office equipment used in the Foundation's office are owned by the College but shall be made available for use in the business of the Foundation. The cost of repairing, maintaining and replacing such furnishings and equipment shall be paid by the College.

4. Reimbursement
   a. Except as otherwise provided in the Agreement and Exhibit "L" ("Endowment Fund Fee Policy"), the Foundation shall have no obligation to reimburse the College for costs incurred by the College for personnel, use of facilities or equipment or for other services provided to the Foundation by the College. The Foundation established a fee as referenced in Exhibit L to assist with offsetting general operating costs such as accounting, fundraising, and other administration costs in support of the mission and vision of LC State. Neither the Foundation nor the College require the fee revenue to be transferred to the College though, as mutually agreed upon, all or part of the fee revenue may be transferred to offset the cost of services provided under this agreement. No payments shall be made directly from the Foundation to College employees in connection with resources or services provided to the Foundation under this Agreement.

EXHIBIT "C"

Investment Policy

PURPOSE
The purpose of this Investment Policy Statement (IPS) is to establish a clear understanding between the Lewis-Clark State College Foundation ("Foundation") and the Foundation's professional "Advisor" as to the investment objectives and policies applicable to the Foundation's investment portfolio. This Investment Policy Statement will:

- Establish reasonable expectations, objectives and guidelines in the investment of the portfolio's assets
- Set forth an investment structure detailing permitted asset classes and expected allocation among asset classes
- Encourage effective communication between the Advisor and the Foundation.
- Create the framework for a well-diversified asset mix that can be expected to generate acceptable long term returns at a level of risk suitable to the Foundation.

This IPS is not a contract. This IPS is intended to be a summary of an investment philosophy that provides guidance for the Advisor.

ADVISOR CONTRACT
The Advisor Contract will typically be awarded for an initial three (3) year period, beginning July 1, with an option for one additional three (3) year renewal. The decision to enter a new contract or engage in an RFP process or other process shall be at the sole discretion of the Foundation Board. The Board may, at its discretion, choose to forego an RFP process or other process in favor of entering into a new contract with the existing advisor. All fees shall be firm for the term of the contract and will be included in any contract agreement. A performance review will be conducted annually at the Fall meeting, by the Foundation Finance & Investment Committee, or by any of its designated subcommittees.

If, for any reason, the Foundation should wish to discontinue the professional’s services, the Foundation, with sixty (60) days’ written notice, may terminate the contract.

INVESTMENT OBJECTIVES
The primary investment objective for the Foundation's assets is to seek long term growth. However, the Foundation does intend to withdraw 4% annually to provide for required distribution. The cash flow intentions of the Foundation are detailed in the Foundation's Spending Policy.

TIME HORIZON
For the purposes of planning, the time horizon for investments is perpetuity. The Foundation recognizes that capital values fluctuate over shorter periods and the possibility of capital loss does exist. However, historical asset class return data suggest that the risk of principal loss over a holding period of at least ten years can be minimized with the long-term investment mix employed under this IPS.

RISK TOLERANCE
The Foundation is a moderate risk taker with regard to these investment assets. The portfolio will be managed in a manner that seeks to minimize principal fluctuations over the established horizon and is consistent with the stated objectives. Financial research has demonstrated that risk is best minimized through diversification of assets.

ASSET ALLOCATION
Academic research suggests that the decision to allocate total assets among various asset classes will far outweigh security selection and other decisions that impact portfolio performance. After reviewing the long-term performance and risk characteristics of various asset classes and balancing the risks and rewards of market behavior, the following asset classes were selected to achieve the objectives of the Foundation's Portfolio.
Table 1-1

Asset Category	Target Allocation	Acceptable Range
CASH	**2%**	**1% - 10%**
FIXED INCOME	**28%**	**20% - 40%**
STOCKS	**70%**	**60%-80%**
TOTAL	**100%**	

*International stocks not to exceed 10% of the total portfolio.

Updated Allocations
From time to time, it may be desirable to amend the basic allocation policy or calculations. When such changes are made, updates will be attached to this Investment Policy Statement as Appendix A and will be considered part of this Investment Policy Statement. The Advisor will provide to the Foundation the recommended or desired targeted allocation percentages. The recommendation will fall within the acceptable range as indicated in table 1-1.

Portfolio Rebalancing
From time to time, market conditions may cause the portfolio's investment in various asset classes to vary from the targeted allocation. To remain consistent with the asset allocation guidelines established by this IPS, each asset class in which the portfolio invests shall be reviewed annually by the Advisor and rebalanced back to the recommended weighting if the actual weighting varies by 3% or more from the recommended weighting (e.g., if the targeted allocation for a particular asset class is 10% and the actual is less than 7% or more than 13%, that asset class will be adjusted back to the targeted 10% allocation by either adding assets or distributing assets to or from the other asset classes.)

DIVERSIFICATION
Investment of the Foundation's funds shall be limited to the following categories:

Permitted Investment Categories
1. Cash and cash equivalents, including money market funds, or certificates of deposit
2. ETF or Index Funds
3. Stock or Bond Mutual Funds

Excluded Categories for Investment
1. Derivatives
2. Natural resources
3. Precious metals
4. Venture capital

Investment Concentration
At all times there must be a minimum of three investment categories represented among the Foundation's assets. There shall be no maximum limit to the number of categories. No individual security held shall represent more than 15% of the total portfolio.

INVESTMENT MONITORING AND CONTROL PROCEDURES
Reports
1. Advisor shall provide the Foundation with a monthly report that lists all assets held by the Foundation, values for each asset and all transactions affecting assets within the portfolio, including additions and withdraws.
2. Advisor shall provide the Foundation on a quarterly basis and within 30 days of the end of each calendar quarter, the following reports:
   a) Portfolio performance results over the last quarter, year, 3 years and 5 years
   b) Performance results of comparative benchmarks for the same periods; performance shall be reported on a time-weighted basis.

3. Advisor shall assist in the development of investment policies, objectives and guidelines.
4. Advisor shall prepare asset allocation analyses as necessary and recommend asset allocation strategies with respect to the Foundation's objectives.
5. Advisor shall provide research on specific issues and opportunities and assist the Foundation Finance & Investment Committee in special tasks.
6. Advisor shall make tactical implementation decisions, including rebalancing, within the asset allocations ranges set by the Foundation and among investment managers with communication of such decisions and the rational at the next Foundation meeting. Such decisions will be tracked by the Advisor who will report the results of each of those decisions in its Investment Review provided to the Foundation for its quarterly meetings.
7. Advisor shall notify the Foundation Finance & Investment Committee of any significant changes in portfolio managers, personnel or ownership of any investment management firm hired by the Foundation.
8. Advisor shall, overall, be proactive with the Administration of the Foundation in the management of the Foundation's investments.

Meeting

Advisor shall meet with the Foundation's Finance and Investment Committee at least annually (or semi-annually if the Foundation chooses) in order to give a detailed report as to activity in the investment account, manager selection, tactical changes in the asset allocation weightings or other information the Foundation shall require.

Advisor shall also meet annually with the Foundation Board in January of each year to give a detailed report on the Foundation's investments.

ADOPTION

Adopted and Revised by the Foundation on this 21st day of December, 2021. Effective July 1, 2022.

EXHIBIT "D"

Articles of Incorporation

FILED/EFFECTIVE

01 MAR -9 AM 8:57

SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF AMENDMENT
LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
(now, LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.)

BOISE SECRETARY OF STATE
03/14/2001 09:0
CT: 20457 BH: 3846
1 30.00 = 30.00 NON PROF

C 75476

WHEREAS, the members of Lewis-Clark State College Educational Assistance and Development Foundation, Inc., at a duly called meeting, after proper notice, adopted the following resolution amending and restating the Articles of Incorporation to change the name of the corporation and to conform those Articles to the provisions of the Idaho Non-Profit Corporations Act by the affirmative vote of all members present at such meeting, constituting a majority of the voting power of the members of the corporation entitled to vote, to wit:

BE IT RESOLVED that the Articles of Incorporation of Lewis-Clark State College Educational Assistance and Development Foundation, Inc., be, and the same are hereby, amended and restated in their entirety as follows:

AMENDED AND RESTATED ARTICLES

ARTICLE I
Preliminary Matters

1.01 Name. The name of this corporation is LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.

1.02 Nonprofit Status. This corporation is a nonprofit corporation.

1.03 Duration. The duration of this corporation shall be perpetual.

ARTICLE II
Purposes

2.01 Charitable Scope of Purposes. This corporation is organized and shall be operated exclusively for charitable, scientific, literary, and educational purposes, within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws (hereinafter called Internal Revenue Code"), and Treasury Regulations issued thereunder. This corporation shall serve the public interest, and no part of its assets or the income therefrom shall inure to the benefit of any private individual, except for payment of

reasonable compensation for services rendered to the corporation. No substantial part of the activities of this corporation shall directly or indirectly consist of attempting to influence legislation by propaganda or otherwise, and the corporation shall not directly or indirectly participate in, or intervene (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles of incorporation, this corporation shall not conduct or carry on any activities not permitted to be conducted or carried on (a) by a corporation exempt from federal tax under§ 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

2.02 **Higher Education.** In further limitation of the general charitable purposes set forth above, this corporation is organized and shall be operated for the purpose of advancing the goals of higher education. The goals of higher education shall be broadly construed to encompass the charitable, scientific, literary, artistic, educational, social and athletic objectives normally associated with nonsectarian institutions of higher education.

2.03 **Lewis-Clark State College.** The purposes of this corporation shall be accomplished primarily by encouraging, promoting, supporting, performing and carrying out the functions, programs, operations and purposes of Lewis-Clark State College, an institution of higher education and an agency of the State of Idaho with its principal campus located in Lewiston, Idaho, so long as it is an institution of higher education and an agency of the State of Idaho or an organization described in § 501(c)(3) of the Internal Revenue Code, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code. By way of illustration and not limitation, it shall be within the purposes of this corporation to:

a. **Funds.** Coordinate fund raising activities on behalf of Lewis-Clark State College and receive, hold, invest and administer donations of every kind on its behalf.

b. **Programs.** Promote, support, develop, perform, carry out and extend the educational undertakings of Lewis-Clark State College, and in furtherance thereof, to support and conduct any and all charitable, scientific, literary, artistic, educational, social and athletic activities relating thereto.

c. **Facilities.** Support, conduct and operate such activities as may be designed or intended to facilitate or enhance the educational, cultural, living and operational conditions at Lewis-Clark State College; to provide support for, maintain, enlarge, and extend the curricula, services, faculty, staff, and real or personal properties of Lewis-Clark State College.

d. **Financial Assistance.** To provide financial or other assistance to the students, faculty and staff of Lewis-Clark State College in their efforts to acquire new knowledge and to extend the educational endeavors of Lewis-Clark State College.

e. **Cooperation.** Promote cooperation, coordination with, and assistance to other charities in the area of Lewiston, Idaho, particularly schools and hospitals.

ARTICLE III
Powers

3.01 **Statutory Powers.** This corporation shall have all rights and powers now given to nonprofit corporations generally under the laws of the State of Idaho, including those powers now set forth in § 30-3-23 of the Idaho Code, and all further and broader rights and powers which may in the future be given to nonprofit corporations generally under any subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict those corporation' s rights and powers.

3.02 **Activities.** In addition to raising funds and making grants, the corporation may, itself, actively conduct programs designed to accomplish the purposes set forth in Article II, above. Such activities may be engaged in for or on behalf of Lewis-Clark State College in order to assist it in performing its functions or carrying out its purposes.

3.03 **Limitations.** No part of the net earnings or assets of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be for the purpose of carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in, (including the publishing and distribution of statements) any political campaign on behalf of any candidate for

public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code or the corresponding section of any future federal tax code.

ARTICLE IV
No Members

The corporation shall not have any members.

ARTICLE V
Board of Directors

The affairs of the corporation shall be managed by a Board of Directors. The number of directors serving on the Board of Directors shall be fixed in accordance with the corporation's Bylaws. Other than the directors constituting the initial board of directors, who are designated in these articles, the Directors shall be elected, appointed or designated in the manner and for the term or terms provided in the Bylaws of the corporation.

The names and street addresses of the persons constituting the initial board of directors are:

Name	Address
Niel Zimmerman President - LCSC	500 Eighth Street Lewiston, ID 83501
Rita Morris Provost and Academic Vice-President - LCSC	500 Eighth Avenue Lewiston, ID 83501
Dean Froehlich Vice-President of Administrative Services - LCSC	500 Eighth Avenue Lewiston, ID 83501
Richard Meier Vice-President of Student Affairs - LCSC	500 Eighth Avenue Lewiston, ID 83501
Barbara Bowen President LCSC Alumni Association	601 Burrell Drive Lewiston, ID 83501

Gene Straughan Faculty Senate Chair Elect- LCSC	P. O. Box 189 Colton, WA 99113
Eugene Baldeck Appointed Director	2214 Vineyard Lewiston, ID 83501
Scott Arnone Appointed Director	1445 G Street, Suite 101 Lewiston, ID 83501
Charles Brown Appointed Director	322 Main Street Lewiston, ID 83501
Bob DeVleming Appointed Director	P.O. Box 57 Lewiston, ID 83501
Donna Doyle Appointed Director	566 Crestline Circle Drive Lewiston, ID 83501
Joe Hall Appointed Director	1617 21st Street Lewiston, ID 83501
Harriet Husemann Appointed Director	523 Cedar Lewiston, ID 83501
Jackie McIver Appointed Director	835 Main Street Lewiston, ID 83501
Sam Penney Appointed Director	P.O. Box 305 Lapwai, ID 83540
Joe Stegner Appointed Director	216 Prospect Lewiston, ID 83501
A. L. Alford, Jr. Elected Director	505 C Street Lewiston, ID 83501
Howard Hayes Elected Director	P.O. Box 816 Lewiston, ID 83501

Darrel Inman Elected Director	P.O. Box 856 Lewiston, ID 83501
Terry Kolb Elected Director	P.O. Box 937 Lewiston, ID 83501
William Mannschreck Elected Director	2956 Mayfair Ridge Lewiston, ID 83501
Eadie Saxton Elected Director	1035 29th Street Lewiston, ID 83501
Marilyn Stonebraker Elected Director	1224 Third Street Lewiston, ID 83501
Charles F. Woods Elected Director	308 Main Street Lewiston, ID 83501
John Young Elected Director	P.O. Box 917 Lewiston, ID 83501

ARTICLE VI
Registered Agent

6.01 **Registered Office.** The street address of the initial registered office of this corporation is the office of the Vice-President for Administrative Services, Lewis-Clark State College, Eighth Avenue and Sixth Street, Lewiston, ID 83501.

6.02 **Registered Agent.** The name and initial registered agent of the corporation at such street address is Dean A. Froehlich.

ARTICLE VII.
Distribution on Dissolution

Upon dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this corporation shall be to the Idaho State Board of Education, as the Board of Trustees of Lewis-Clark State College; provided, however, that if at such time Lewis-Clark State College or its successor in interest is not an agency of the State of Idaho or an exempt organization described in § 501(c)(3) of the Internal Revenue Code or has substantially failed or abandoned its operations or been

dissolved, then the remaining assets of the corporation shall be distributed to such other agencies of the State of Idaho or non-profit fund foundation or corporation involved in higher education which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, as the Board of Directors may direct. Any such assets not distributed shall be distributed by the district court of the county in which the principal office of the corporation is then located, excluding for any purposes or to such organizations as the court shall determine to be consistent with the purposes of the corporation.

ARTICLE VIII.
Bylaws

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the Bylaws. The Board of Directors of the corporation shall be authorized to amend the corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors.

ARTICLE VIX.
Amendment of Articles

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these articles of incorporation in any manner now or hereafter prescribed or permitted by statute.

IN WITNESS WHEREOF, the duly undersigned officers have signed and attested these Articles of Amendment.

DATED this 20th day of February 2001.

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND
DEVELOPMENT FOUNDATION

BY Edith K. Sayton
President

Attest:

John Young
Secretary

State of Idaho

Department of State.

CERTIFICATE OF INCORPORATION
OF

LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of *LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION*, duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated *April 4,*, 19 *84*.

Pete T. Cenarrusa
SECRETARY OF STATE

Denise Ahler
Corporation Clerk

CINP 779

Apr 4 8 29 AM '84

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
ARTICLES OF INCORPORATION

APRIL 1984

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
ARTICLES OF INCORPORATION

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LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION, INC.
ARTICLES OF INCORPORATION

ROBERT P. BROWN, Esquire, being over the age of twenty-one (21) years, for the purpose of forming a corporation under the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3 of the Idaho Code, hereby adopts these articles of incorporation:

ARTICLE I
Preliminary Matters

1.01 Name. The name of this corporation is LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION, INC.

1.02 Nonprofit status. This corporation is a nonprofit corporation.

1.03 Duration. The duration of this corporation shall be perpetual.

ARTICLE II
Purposes

2.01 Charitable scope of purposes. This corporation is organized and shall be operated exclusively for charitable, scientific, literary, or educational purposes, within the meaning of §501(c)(3) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent Federal tax laws (hereinafter called Internal Revenue Code"), and Treasury Regulations issued thereunder. This corporation shall serve the public interest, and no part of its assets or the income therefrom shall inure to the benefit of any private individual, except for payment of reasonable compensation for services rendered to the corporation. No substantial part of the activities of this corporation shall directly or indirectly consist of attempting to influence legislation by propaganda or otherwise, and the corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles of incorporation, this corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an exempt organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code.

2.02 Higher education. In further limitation of the general charitable purposes set forth above, this corporation is organized and shall be operated for the purpose of advancing the goals of higher education. The goals of higher education shall be broadly construed to encompass the charitable, scientific, literary, artistic, educational, social and athletic objectives normally associated with nonsectarian institutions of higher education.

2.03 Lewis-Clark State College. The purposes of this corporation shall be accomplished primarily by encouraging, promoting, supporting, performing and carrying out the functions, programs, operations and purposes of Lewis-Clark State College, an institution of higher education and an agency of the State of Idaho with its principal campus located in Lewiston, Idaho, so long as it is an institution of higher education and an agency of the State of Idaho or an organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code. By way of illustration and not limitation, it shall be within the purposes of this corporation to:

a. Funds. Coordinate fund raising activities on behalf of Lewis-Clark State College and receive, hold, invest and administer donations of every kind on its behalf.

b. Programs. Promote, support, develop, perform, carry out and extend the educational undertakings of Lewis-Clark State College, and in furtherance thereof, to support and conduct any and all charitable, scientific, literary, artistic, educational, social and athletic activities relating thereto.

c. Facilities. Support, conduct and operate such activities as may be designed or intended to facilitate or enhance the educational, cultural, living and operational conditions at Lewis-Clark State College; to provide support for, maintain, enlarge, and extend the curricula, services, faculty, staff, and real or personal properties of Lewis-Clark State College.

d. Financial assistance. To provide financial or other assistance to the students, faculty and staff of Lewis-Clark State College in their efforts to acquire new knowledge and to extend the educational endeavors of Lewis-Clark State College.

e. Cooperation. Promote cooperation, coordination with, and assistance to other charities in the area of Lewiston, Idaho, particularly schools and hospitals.

ARTICLE III
Powers

3.01 Statutory powers. This corporation shall have all rights and powers now given to nonprofit corporations generally under the laws of the State of Idaho, including those powers now set forth in §30-307 of the Idaho Code, and all further and broader rights and powers which may in the future be given to nonprofit corporations generally under any subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict this corporation's rights and powers.

3.02 Activities. In addition to raising funds and making grants, the corporation may, itself, actively conduct programs designed to accomplish the purposes set forth in Article II, above. Such activities may be engaged in for or on behalf of Lewis-Clark State College in order to assist it in performing its functions or carrying out its purposes.

3.03 Limitations. No power or authority shall be exercised by this corporation in any manner or for any purpose which is not permitted for an exempt organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code.

ARTICLE IV
Members

4.01 Management authority. The management of the affairs of this corporation shall be vested in its members pursuant to Section 30-314(c) of the Idaho Code.

4.02 Apportionment of voting rights among classes. All voting rights shall be exercised by a single class of membership designated "trustee members", with each trustee member entitled to one (1) vote on each matter submitted to a vote at a meeting of such members. The bylaws of the corporation may provide for the designation of any one or more classes of nonvoting members. Except as set forth in these Articles of Incorporation, the designation, number, qualifications, terms of office, manner of selection, time and place of meetings, rights, powers, and duties of the members of each class shall be prescribed in the bylaws of the corporation.

4.03 Compensation. No member of the corporation shall receive any compensation for his or her services as a member of the corporation, but the corporation may pay reasonable compensation to any person, including a member of the corporation, for other services actually rendered to the corporation.

4.04 Notice of organization meeting. Actual personal notice of the organization meeting of the members of the corporation shall be sufficient notice pursuant to Section 30-324(b) of the Idaho Code.

ARTICLE V
Directors

There shall be no directors of the corporation, the management of the affairs of the corporation being vested in the trustee members pursuant to Section 30-314 of the Idaho Code.

ARTICLE VI
Principal Organizer

6.01 Name. The name of the principal organizer of this corporation is LEE A. VICKERS, who is over the age of twenty-one (21) years.

6.02 Address. The street address of the principal organizer is Office of the President, 8th Avenue and 6th Street, Lewiston, Idaho 83501.

ARTICLE VII
Registered Office and Registered Agent

7.01 Registered office. The street address of the initial registered office of this corporation is Office of the President, Lewis-Clark State College, 8th Avenue and 6th Street, Lewiston, Idaho 83501.

7.02 Registered agent. The name of the initial registered agent at such street address is LEE A. VICKERS.

ARTICLE VIII
Amendment of Articles

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these articles of incorporation in any manner now or hereafter prescribed or permitted by statute.

ARTICLE IX
Dissolution

In the event of termination, dissolution or liquidation of this corporation, the net assets remaining after payment of all debts and obligations of the corporation shall be transferred and conveyed exclusively to Lewis-Clark State College or its successors-in-interest; provided, however, that if at such time Lewis-Clark State College or its successor-in-interest is not an agency of the State of Idaho or an exempt organization described in §501(c)(3) of the Internal Revenue Code, or has substantially failed or abandoned its operations or been dissolved, then the

remaining assets of this corporation shall be distributed to such other agencies of the State of Idaho and exempt organizations described in §501(c)(3) of the Internal Revenue Code involved in higher education as the board of directors may direct.

ARTICLE X
Incorporator

10.01 Name. The name of the incorporator of this corporation is ROBERT P. BROWN, Esquire, who is over the age of twenty-one (21) years.

10.02 Address. The street address of the incorporator is 13th and Idaho Streets, Lewiston, Idaho 83501.

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation in duplicate this 2nd day of April, 1984.

Robert P. Brown (SEAL)
ROBERT P. BROWN, Incorporator

STATE OF I D A H O)
: ss.
County of NEZ PERCE)

On this 2nd day of April, 1984, before me the undersigned, a notary public in and for the State of Idaho, personally appeared ROBERT P. BROWN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

Betty E. Knight
Notary Public in and for the State of Idaho, Residing at Lewiston, therein.

(S E A L)

EXHIBIT "E"

Bylaws

AMENDED AND RESTATED BYLAWS OF LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.

ARTICLE I.
In General

1.01 Nature of Bylaws. The following paragraphs contain provisions for the regulation and management of LEWIS-CLARK STATE COLLEGE FOUNDATION, INC., a nonprofit corporation organized and operating under the laws of the State of Idaho.

1.02 Conflicts. In the event that there is a conflict between a provision of these Bylaws and a mandatory provision of the laws of the State of Idaho, or the Articles of Incorporation of the corporation, then the mandatory provision of the laws of the State of Idaho, or the Articles of Incorporation shall control.

ARTICLE II.
Principal Office

2.01 Principal Office. The principal office of the corporation in the State of Idaho shall be located at Lewis-Clark State College, 500 8th Avenue Lewiston, ID 83501. The corporation may have such other offices, either within or without the State of Idaho, as the Directors may designate from time to time.

ARTICLE III.
Non-Director Members

3.01 Foundation Members. In addition to the Directors as defined in Article IV below, the corporation may recognize a class of benefactors and supporters designated as “Foundation Members”, which class may be further subdivided into any number of subclasses as may be determined by the Directors.

3.02 No Management Authority or Voting Rights. Foundation Members, as described in 3.01 above, shall have no authority to manage the affairs of the corporation, and shall not be entitled to vote on any matter relating to the corporation. Foundation Members shall have the right to attend and participate in meetings of the Directors.

3.03 Rights and Privileges. Except as may be otherwise provided in these Bylaws or the Articles of Incorporation, Foundation Members shall have such recognition, rights, privileges as may be determined by the Board of Directors. Foundation Members are invited to attend meetings of the Board of Directors.

3.04 Selection. Individuals or organizations who are interested in the objectives and purposes of the corporation may be admitted as Foundation Members by majority vote of the Directors upon meeting such qualifications as may be determined by the Directors.

3.05 Designated Members. The following individuals shall serve as Designated Members by virtue of their offices, to serve for the term of their respective offices. Designated Members do not have voting rights.

a. The President of Lewis-Clark State College.
b. The Provost and Vice President for Academic Affairs of Lewis-Clark State College.
c. The Vice President for Finance and Administration of Lewis-Clark State College.

d. The Foundation Treasurer as appointed by Lewis-Clark State College with the consent of the Foundation.
e. The Faculty Senate Chair Elect of the Lewis-Clark State College Faculty Association.
f. The Lewis-Clark State College Alumni Association Board Representative.
g. The Vice President of Student Affairs of Lewis-Clark State College.

3.06 Membership Roster and Certificates. The corporation shall maintain a roster of Foundation Members, and may issue certificates, cards, or other evidence of association.

3.07 Personal Status of Association. Association as a Foundation Member shall be personal to the associate admitted, and shall not survive the death of any individual associate nor be transferred by any means whatsoever.

3.08 Resignation. A Foundation Member may resign at any time by written notice to the corporation.

3.09 Removal. Association as a Foundation Member may be reviewed for any action which is detrimental to the best interests of the corporation, or for failure to actively support corporate purposes, or to actively participate in corporate activities. Removal shall require the affirmative vote of a majority of the Directors.

ARTICLE IV.
Directors

4.01 General Powers. All corporate powers shall be exercised by or under the authority of the Board of Directors. The business and affairs of the corporation shall also be managed under the direction of the Board of Directors, except as otherwise provided in the Idaho Non-Profit Corporation Act or the Articles of Incorporation.

4.02 Presumption of Assent. A Director of the corporation who is present at a meeting of its Board of Directors at which any action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the secretary of the corporation within three days after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in favor of such action.

4.03 Qualification. Directors need not be officers of the corporation nor residents of the State of Idaho.

4.04 Elected Directors. The corporation shall have such Directors as may be elected by majority vote of the Directors, as then constituted, at the annual meeting of Directors. The number of such elected Directors serving at any time shall, in no event, exceed thirty (30). Each Director, including the Director whose terms are expiring, shall have the right to vote for as many persons as there are Directors to be elected, but no Director shall be entitled to cumulate his or her votes.

4.05 Terms of Elected Directors. The terms of the Elected Directors pursuant to Article 4.04 shall serve for a period of three (3) years until the annual meeting in the year in which their respective terms expire and until their successors are duly appointed or elected and qualified.

4.06 Resignation. Any Director may resign at any time giving written notice to the corporation. Any such resignation shall take effect at the time specified therein, or if the time be not specified, upon its acceptance by the corporation.

4.07 Removal. An elected or appointed Director may be removed from office prior to expiration of the term of office by the vote of at least two-thirds (2/3) of the Directors other than the Director voted upon, at any regular or special meeting of Directors. Unexcused absences from two (2) consecutive meetings of the Directors shall be cause for consideration of removal of a Director. The Designated Director is not subject to removal.

4.08 Vacancies. A vacancy among the Directors shall be deemed to exist upon death, resignation or removal of a Director. The vacancy of a Director shall be filled by his or her successor in office at the time the office is assumed. The vacancy of a Designated Director shall be filled by appointment of the Executive Committee. A Director appointed or elected to fill a vacancy shall serve the unexpired term of his predecessor in office.

4.09 Place of Meetings. All meetings of the Directors shall be held at the principal office of the corporation or at such other place, either within or without the State of Idaho, as the Directors may, from time to time, direct.

4.10 Organization of Meeting. The president of the corporation shall act as chairman of meetings of Directors. In the absence of the president, the next Officer shall act as chairman: vice president, then secretary, respectively.

4.11 Annual Meetings. The annual meetings of the Directors shall be held in the spring each year. In the event that such annual meeting is omitted by oversight or otherwise, it may be held at a subsequent special meeting called in accordance with the provisions of these Bylaws and the laws of the State of Idaho, and any business transacted or elections held at such meetings shall be valid as if transacted or held at the annual meeting.

4.12 Special Meetings. A special meeting of the Directors may be called at any time by the president, and shall be called by the president upon the written request of a majority of the Directors.

4.13 Notice of Meetings. Written notice of each meeting of Directors stating the place, day or hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than two (2) days before the date of the meeting. Exceptions may occur with extenuating circumstances. If mailed, such notice shall be deemed to be delivered three (3) days after they are deposited in the United States Mail addressed to the Director at his or her address as it appears on the records of the corporation, with postage paid thereon.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The Directors may waive notice of any meeting, and written waiver of notice executed either before or after the meeting shall be sufficient.

Any adjournment or adjournments of an annual or special meeting to another time and place may be held without new notice being given.

4.14 Quorum. A simple majority (defined as 51% or more) of the voting Directors shall constitute a quorum for the transaction of business. The act of a majority (defined as 51% or more) of the Directors present at a meeting at which a quorum is present shall be the act of the Directors.

Foundation Members and Designated Members shall not be considered to constitute a quorum and do not have voting rights.

If, at any meeting of the Directors, there shall be less than a quorum present, those present may adjourn the meeting without notice other than by announcement at the meeting. If, subsequently additional directors arrive and a quorum is present, such meeting can be re-convened and any business may be transacted which might have been transacted at the meeting as originally notified.

4.15 Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by a simple majority of the Directors, or by a simple majority of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

4.16 Powers and Duties. The Directors shall establish policies and have the general management, control and direction of all the business and affairs of the corporation and of all its undertakings to the fullest extent permitted by law. In addition to all powers granted by law, Directors shall have power and authority:

a. To call meetings of the Directors whenever deemed proper or necessary.
b. To elect officers of the corporation, to appoint such employees or agents as they deem necessary or proper, to confer upon any officer the power to appoint, remove and suspend officers, employees and agents, and to similarly remove any officer, employee or agent with or without cause.
c. To determine the policies of the corporation and to make such rules and regulations as may be deemed necessary or proper for the government and guidance of the officers, employees and Directors of the corporation, not inconsistent with the laws of the State of Idaho, the Articles of Incorporation, these Bylaws or the Operating Agreement.
d. To oversee the security and safekeeping of endowment funds to insure that the same are invested in accordance with the Uniform Prudent Management of Institutional Funds Act as adopted by the State of Idaho and in a manner consistent with the objectives of the corporation. These duties include cooperation with any investment committee or external investment advisors that may be designated by the Directors.
e. To purchase or otherwise acquire, and to sell, convey, and otherwise dispose of assets on behalf of the corporation at such prices and upon which terms as the Directors may deem appropriate.
f. To approve payment for such property, rights or privileges, in whole or in part, with money or other securities of the corporation, or by delivery of other property of the corporation.
g. To approve an action to borrow money and incur indebtedness; to create, make and issue mortgages, deeds of trust, trust and annuity agreements and negotiable or transferable instruments and securities; to do every other act necessary to effectuate the same.
h. To hold, operate, leave, invest, reinvest and otherwise manage real and personal property of every kind and description.
i. To fix the compensation, fringe benefits and emoluments of officers and other employees in accordance with noted Article VI.
j. To select one or more financial institutions to act as depositor of the funds of the corporation and to determine the manner of receiving, depositing and disbursing the funds of the corporation.
k. To determine by whom and in what manner the corporation bills, notes, receipts, acceptances, endorsements, checks, releases, contracts or other documents shall be signed, and to confer and delegate such power.
l. To do everything necessary or proper for the carrying out of the objects and purposes of the corporation as set forth in the Articles of Incorporation.

Notwithstanding the general delegation of authority granted, the Directors shall support and assist the College in fundraising and donor relations. In carrying out its purposes the Foundation Directors shall not engage in activities that conflict with federal or state laws, rules and regulations (including but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations), applicable policies of the Idaho State Board of Education or the role and mission of the College.

4.17 Executive Committee. There shall be an executive Committee which shall have and may exercise all of the authority of the Directors other than in reference to amendment of the Articles of Incorporation, adoption of a plan of merger or consolidation of the corporation, the sale, lease, exchange or other disposition of all or substantially all the assets of the corporation otherwise than in the usual and regular course of its activities, a voluntary dissolution of the corporation or a revocation thereof, or amendment of the Bylaws of the corporation. The members of this committee shall be: The officers of the Board, the Immediate Past President, all chairs of approved committees or task forces and other members as designated.

All action of the executive committee shall be reported to the Directors at its next meeting succeeding such action, and shall be subject to revision or alteration by the Directors, provided that no rights or acts of third parties shall be affected by any such revision or alteration.

A quorum at any meeting of the executive committee shall consist of a simple majority of the Executive Committee Members.

4.18 Scholarship Committee. The Directors may designate two or more members as a scholarship committee. These committees, to the extent provided in the resolution below, shall have and exercise the authority of the Directors in the management of the corporation.
To promote the Foundation Scholars Program:

a. Establish and maintain scholarship criteria and policies including approval/disapproval of any exceptions to policy
b. Select scholarship recipients on an annual basis
c. Provide to the Finance & Investment Committee any information that could impact the amount of the annual scholarship award and/or the number of new scholarships to be given
d. Provide support, encouragement and develop rapport with individual Foundation Scholars through attendance at social functions such as the orientation at the beginning of the academic year, a winter holiday party, a reception at the LCSC President's home, and/or through a graduation recognition event
e. Maintain long-term contact with Foundation Scholars, at the minimum annually, in recognition that these scholars are the future ambassadors for the Foundation

To meet as often as required to review other scholarship applications as requested and select recipients in accordance with established individual scholarship criteria

To participate in the annual Scholarship Luncheon to honor LCSC Foundation and Alumni Association scholarship recipients and donors.

4.19 Finance & Investment Committee. The Directors may designate two more members as the Finance & Investment Committee. These committees, to the extent provided in the resolution below, shall have and exercise the authority of the Directors in the management of the corporation.
Finance & Investment Committee of the Foundation shall have the following responsibilities:

a. Oversight of endowment investments. Allocate investments among assets classes according to the investment policy statement. Review the performance of investment portfolio and advisor at least annually.
b. Approve annual distribution of endowments according to the foundation spending policy. For underwater endowments determine if distribution will be paid. If underwater endowment distributions are made, determine the source of funding, including General Unrestricted Funds, Bryden Canyon Quasi-Endowment or other funding sources.
c. Select the number of Foundation scholar scholarships awarded to freshman each year. For scholarships awarded in excess of funds available in the Foundation Scholars Program, determine if distribution will be paid from General Unrestricted Funds, Bryden Canyon Quasi-Endowment or other funding sources.
d. Review financial reports and examine fund balances. Develop the annual operating budget two months before the start of each fiscal year.
e. Approve charitable gift annuities established with gifts of more than $100,000 per beneficiary. For annuities established with gifts of more than $200,000 per beneficiary, submit recommendation for full board approval.
f. Approve acceptance of gifts of assets other than cash. For noncash gifts in excess of $200,000, submit recommendation for full board approval. Acceptance of marketable securities does not require approval by the committee. Marketable securities will be liquidated immediately upon receipt.

4.20 Other Committees or Task Forces. The Directors may designate and appoint one or more standing committees or task forces, each of which shall consist of two (2) or more Directors. These committees, to the extent provided in such resolution, shall have and exercise the authority of the Directors in the management of the corporation.

ARTICLE V.
Officers

5.01 Qualification. An Officer must be a Director of the corporation with the exception of the Treasurer, who may be a Designated Member as described in Section 3.05.

5.02 Offices. The offices of the corporation shall consist of president, vice president, secretary, and treasurer and such other offices as the Directors may choose to appoint.

5.03 Election. The officers of the corporation, with the exception of the Treasurer, shall be elected by the Directors at the organizational meeting of Directors and at such annual meeting of Directors thereafter. Officers shall be elected or appointed for a term extending for two years until the next annual meeting of the Directors and shall serve until their successors shall have been duly elected and qualified.

5.04 Duties of President. The president shall be the chief executive officer of the corporation and shall attend and preside at all meetings of the Directors and any executive committee of the Directors. The president shall have responsibility for the planning and implementation of the corporation's activities and the appointment of employees of the corporation, subject to the advisement and approval of the Directors. The president or vice-president, unless some other person is specifically authorized by vote of the Directors, shall sign all bonds, deeds, mortgages, contracts and other documents of the corporation. The president shall perform all the duties commonly incident to such office and shall perform such other duties as the Directors shall designate.

5.05 Duties of a Vice President. The vice president shall perform the duties and have the powers of the president during his or her absence or disability. A vice president shall perform such other duties and have such others powers as the Directors may designate.

5.06 Duties of the Secretary. The secretary shall ensure accurate minutes of all meetings of the foundation members and the Directors are maintained. The secretary shall attend to the giving and serving of all notices of the corporation, shall have custody of all the original records, papers, files and books of the corporation (except books of accounts and valuable papers properly in the custody of the treasurer); shall attest all instruments in writing executed in the name of the corporation and requiring his or her signature; and shall, in general, perform all the duties incident to the office of secretary and such other duties as the Directors shall designate. In the absence of the secretary, an assistant secretary or a secretary pro tempore shall perform such duties.

5.07 Duties of Treasurer. The treasurer, subject to the order of the Directors, shall have the care and custody of the funds and valuable papers of the corporation in such bank or banks as the Directors shall designate. The treasurer shall have and exercise, under the supervision of the Directors, all the powers and duties commonly incident to such office and give bond in such form and with such sureties as may be required by the Directors. The treasurer shall keep accurate books of account of the corporation's transactions, which shall be the property of the corporation, and, together with all its property in his or her possession, shall be subject at all times to the inspection and control of the Directors.

5.08 Duties of Executive Director. The executive director shall be given the necessary authority and responsibility to operate the affairs of the corporation and all its activities subject to such policies as may be adopted and such orders as may be issued by the Directors or by any committee or task force to whom they have delegated power for such action. He or she shall act as the duly authorized representative of the Directors in all matters in which the Directors have not formally designated some other person to act.

The authorities and duties of the executive director shall include the responsibility for:

a. Carrying out all policies established by the Directors.
b. Developing and submitting to the Directors for approval of plans and strategies for the corporation's affairs, including public relations, soliciting donations, and other matters intended to carry out the objectives of the corporation.

c. Preparing an annual budget showing the expected receipts and expenditures as required by the Directors.
d. Selecting and managing staff and developing and maintaining personnel policies and practices.
e. Presenting to the Directors, or their authorized committee, periodic reports reflecting the operating and financial activities of the corporation and the preparation and submission of such special reports as may be required by the Directors.
f. Attending all meetings of the Directors and committees.
g. Performing such other duties as may be necessary and in the best interest of the corporation.

5.09 Other Officers. The duties of the additional officers, other than as defined in the Bylaws of the corporation, shall be prescribed and defined by the Directors.

5.10 Authority to Sign Checks. All checks, drafts or other orders for payment of money, note or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation as provided in these Bylaws or in such manner as shall be determined by the Board of Directors.

5.11 Resignation. Any officer may resign at any time by giving written notice to the corporation, to the Directors, to the president, or to the secretary of the corporation. Any such resignation shall take effect at the time specified therein, or if the time be not specified, upon its acceptance.

5.12 Removal. Any officer or agent may be removed at any time by action of the Directors.

5.13 Vacancies. Any vacancy among the officers of the corporation shall be selected by the executive committee subject to the authority of the Directors to approve, disapprove or fill the vacancy themselves.

ARTICLE VI.
Compensation and Indemnification

6.01 Compensation of Directors. Directors shall not be compensated.

6.02 Compensation of Officers. The president, vice president, secretary and treasurer shall receive no compensation.

6.03 Repayment. Any payments made to an employee of the corporation for compensation, salary, bonus, interest, rent or expense incurred by him or her, which shall be determined to be unreasonable in whole or in part by the Internal Revenue Service pursuant to Section 4941(d) (2) (E) of the Internal Revenue Code shall be reimbursed by such employee to the corporation to the full extent of such determination of unreasonableness. It shall be the duty of the Directors to enforce repayment of each such amount. In lieu of repayment by the employee, subject to the determination of the Directors, amounts may be withheld from the employee's future compensation or expense reimbursement payments until the amount owed to the corporation shall have been recovered.

6.04 Indemnification. Any person who serves on behalf of the Foundation as a director, employee, chairperson or member of any committee, or as a director, trustee or officer of another corporation, shall be deemed to be the Foundation's agent for purposes of this Article and shall be indemnified by the Foundation against expenses (including attorney's fees), judgments, fines, excise taxes and amounts paid in settlement actually an reasonably incurred by such person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or a derivative action, by reason of such service, provided such person acted in good faith and in a manner that he or she reasonably believe to be in the best interest of the foundation and, with respect to any criminal action proceeding, had no reasonable cause to believe his or her conduct was unlawful.

ARTICLE VII.
Gifts to Corporation

7.01 In General. Donors may make gifts to the corporation by naming or otherwise identifying the corporation. Gifts shall vest in the corporation upon receipt and acceptance by it, whether signified by a Director, officer, employee or agent of the corporation.

7.02 Acceptance of Governing Documents. Each donor, by making a gift to the corporation, accepts and agrees to all of the provisions of the Articles of Incorporation and these Bylaws.

ARTICLE VIII.
Miscellaneous

8.01 Books and Records. The corporation shall keep accurate and complete books and records of account and shall keep minutes of the proceedings of its Directors and committees having any authority of the Directors. All books and records of the corporation may be inspected by any Director for any proper purpose at any reasonable time.

8.02 Parliamentary Procedure. Parliamentary Procedure shall be the code that governs the procedures of the Foundation Board of Directors' meetings.

8.03 Corporate Seal. There shall be no seal of the corporation, and all contracts and other papers of the corporation shall be authenticated without any corporate seal.

8.04 Waiver of Notice. Whenever any notice whatsoever is required to be given by these Bylaws, or the Articles of Incorporation, or any of the nonprofit corporation laws of the State of Idaho, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice for all purposes.

8.05 Contracts and Conveyances. All contracts, deeds, conveyances, negotiable instruments and other instruments of like character which have first been approved by the Directors shall be signed by the president or vice president and the secretary or an assistant secretary, or otherwise as directed by the Directors. No contract of any officer of the corporation shall be valid without previous authorization or subsequent ratification of the Directors.

8.06 Fiscal Year. The Foundation shall operate on a fiscal year beginning July 1st and ending June 30th.

8.07 Dissolution. The corporation exists for the sole purpose of providing support to Lewis-Clark State College (the "College"). Given the significant administrative contribution provided to the corporation by the College, in the event that the corporation ceases to provide such support, the corporation may be dissolved and all assets and records will be distributed exclusively to the College or its successor in interest pursuant to the Articles of Incorporation.

8.08 Amendment. These bylaws may be altered, amended or repealed at any regular or special meeting of the Directors, provided a quorum is present and provided further that notice of the substance of the proposed amendment shall be submitted to each Director within the same time and in the same manner prescribed for notice of the meeting.

CERTIFICATION

We, the undersigned President, Vice President and Secretary of the Lewis-Clark State College Foundation, Inc. an Idaho Corporation, do hereby certify that the foregoing Bylaws supersede all prior Bylaws, amended or restated, were duly adopted as the restated Bylaws of said corporation at a duly constituted meeting of the members

of the corporation at which a quorum was present, in person or by proxy, said meeting, held March 17, 2015, and that the same do now constitute the Bylaws of said corporation.

EXHIBIT "F"

Conflict of Interest Policy

Lewis-Clark State College Foundation
CONFLICTS OF INTEREST POLICY

No board member shall use his or her position, or the knowledge gained therefrom, in such a manner that conflict between the interest of the organization or any of its affiliates and his or her personal interests arises.

Each board member has a duty to place the interest of the organization foremost in any dealings with the organization and has a continuing responsibility to comply with the requirements of this policy.

Board or committee members may not obtain for themselves, their relatives, or their friends a material interest of any kind from their association with the organization.

It is, nevertheless, recognized that transactions between Lewis-Clark State College Foundation ("Foundation") and a business or other organization with whom a board member is affiliated may be beneficial to the Foundation and that the Foundation should not be precluded from entering into that beneficial transaction so long as the board member does not participate in or otherwise influence the Foundation's decision regarding the transaction.

It shall be the policy of the Foundation to require that all new Board members, prior to assuming their positions, and all present Board members, as soon as practicable after the adoption of this policy, submit in writing to the President a list of all businesses or other organizations (other than the Foundation) of which he or she is an officer, member, owner (either as a sole practitioner or partner), shareholder with a five percent (5%) or greater interest in all outstanding voting shares, employee or agent, with which the Foundation has, or may reasonably in the future have, a relationship or transaction in which the Board member or officer would have conflicting interests. Each written statement shall be resubmitted each year with any necessary changes.

The President shall become familiar with the statements of all Board members and officers in order to guide their conduct should a conflict arise. The Vice-President shall be familiar with the statement filed by the President.

At such time as any matter comes before the Board in such a way as to give rise to conflict of interest, the affected Board member or officer shall make known the potential conflict, whether disclosed by written statement or not. After answering any questions that might be asked, the affected Board member shall withdraw from the meeting until the matter has been voted upon. In the event that the affected Board member or officer fails to withdraw voluntarily, the President is empowered to require withdrawal from the room during both discussion and vote on the matter. In the event the conflict of interest affects the President, the Vice-President is empowered to require that the President withdraw in the same manner, and for the duration of discussion and action on the matter the Vice-President shall preside.

If the matter about which a conflict has arisen is the item of business for which a special meeting of the Board was called, the affected member may be counted to establish a quorum, but shall not participate in the discussion or vote on it.

ADOPTED, this 15th day of December, 1998.

EXHIBIT "G"

Code of Ethical Conduct

Directors and Officers of the LC State Foundation represent Lewis-Clark State College and its Foundation, and have a responsibility to conduct themselves in such a manner as to give a positive impression of Lewis-Clark State College to the public, students, and alumni. Directors and Officers of the LC State Foundation pledge to accept the following ethical guidelines:

1. Accountability: Faithfully abide by the Articles of Incorporation, Bylaws and policies of the LC state Foundation, and exercise reasonable care, faith and due diligence in organizational affairs.
2. Professional Excellence: Maintain a professional level of courtesy, respect and objectivity in all Foundation activities.
3. Professional Gain: Exercise the powers invested for the good of all members of the organization rather than his/her personal benefit. Transactions involving the Foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the Foundation's governing board. In addition, directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest.
4. Confidential Information: Respect the confidentiality of sensitive information known due to service.
5. Collaboration and Cooperation: Respect the diversity of opinions as expressed or acted upon by the Foundation board, committees and membership, and promote collaboration, cooperation and partnership among Foundation Members.
6. Gifts: No director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars ($50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

EXHIBIT "H"

Gift Acceptance Policy

Lewis-Clark State College Foundation
Gift Acceptance Policy
(Article VII of the Bylaws)

Gifts to Corporation:

In General

Donors may make gifts to the corporation by naming or otherwise identifying the corporation. Gifts shall vest in the corporation upon receipt and acceptance by it, whether signified by a Director, officer, employee or agent of the corporation.

Acceptance of Governing Documents

Each donor, by making a gift to the corporation, accepts and agrees to all the provisions of the Articles of Incorporation and (the) Bylaws.

Split Interest Gifts

The corporation shall have the power and authority to arrange and administer deferred and other split-interest gifts, including, but not limited to, charitable lead and remainder unitrusts and annuity trusts, and charitable gift annuities, but only as permitted by the laws of the State of Idaho. If a gift is made to the corporation or a third party (in trust or otherwise) to make income or other payments for a period of a life or lives or other periods to any individuals or for noncharitable purposes, followed by payments to the corporation, or to make income or other payments to the corporation, followed by payments to any individuals or for noncharitable purposes, only the payments to the corporation shall be regarded as subject to the corporation's Articles of Incorporation and (the) Bylaws and then only when the corporation becomes entitled to their use. The Directors may take such actions as it, from time to time, deems necessary to protect the corporation's rights to receive such payments.

Restricted Gifts, Acceptance

Any donor may, with respect to a gift made by such donor to the corporation, provide at the time of the gifts restrictions or conditions which are not inconsistent with the charitable purposes of the corporation, as to (i) the manner of distribution, including amounts, times and conditions of payment and whether from principal or income, and (ii) the name, as a memorial or otherwise, for a fund given, or addition to a fund previously held, or anonymity for the gift. Restrictions involving the naming of a fund as a memorial or otherwise may be satisfied by keeping such name appropriate accounts reflecting the interest of such funds in a common investment. Nothing in the foregoing shall obligate the corporation to accept any gift or to perform any act, which, in the opinion of the Directors, will not be in the best interests of the corporation or which may jeopardize or cause it to lose its status as an exempt organization described in Section 501 (c) (3) of the Internal Revenue Code.

EXHIBIT "I"

Policy for Accounting for Gift Revenue

Lewis-Clark State College Foundation
Policy for Accounting of Gift Revenue

1. **Fiduciary Responsibility.** Each gift, regardless of value, form, or designated use, shall be accounted for at the time of receipt until used as directed by the donors in support of the mission of the Foundation and/or the College. During such time as funds are retained, they shall be invested in accordance with procedures of the Finance and Investment Committee. The development office shall be responsible for any reports to donors on the use of their funds, to be accomplished in concert with operating managers and the accounting department.
2. **Allocation to Restricted Funds.** Gifts received for restricted purposes (either temporarily restricted or permanently restricted) shall be separately accounted for in order to maintain stewardship of these funds as donors direct. The segregation of these funds is to be performed by the accounting department, who shall report to donors on their disposition and use through the development office.
3. **Expenditure Controls.** The uses of gift revenue, especially restricted gifts shall be fully accounted for, beginning with their deposit to temporarily restricted fund accounts, stewardship, disposition reports, and with expenditures only as directed by the donor in keeping with the mission of the College and/or the Foundation.
4. **Allocation to Endowment.** Funds restricted to endowment or so restricted by the Foundation Board shall be invested and accounted for in accord with policies of the Finance and Investment Committee.
5. **Investment of Funds.** All gifts received shall be invested until used in accord with donor wishes, using short-term or long-term investment plans as defined by the Finance and Investment Committee. Funds restricted to endowment or so restricted by the Foundation Board shall be invested and accounted for as directed by the Finance and Investment Committee. Investment earnings shall be used only for the purposes board, with amounts as resolved by the Finance and Investment Committee.
6. **Accounting Reports.** Regular accounting reports will summarize the disposition of all money, illustrating their present disposition by source, purpose or use, and fundraising program, which shall be prepared for each Foundation Board meeting and distributed to the Board members.

EXHIBIT "J"

Foundation Insurance

NBP1557971C
Renewal of Number

POLICY DECLARATIONS

No. NBP1557971D

***** RENEWAL CERTIFICATE *****

United States Liability Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

Direct Bill Policy

NAMED INSURED AND ADDRESS:
LEWIS-CLARK STATE COLLEGE FOUNDATION
500 8TH AVE
LEWISTON, ID 83501

POLICY PERIOD: (MO. DAY YR.) From: 03/26/2023 To: 03/26/2024
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Foundation

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1557971C IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	$605.00
Businessowners Property Coverage Part	$50.00
TOTAL:	**$655.00**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: **STONEBRAKER MCQUARY AGENCY GROUP, INC. (2141)**
P.O. Box 9
Clarkson, WA 99403

Issued: **03/15/2023 9:05 AM**

By: Thomas P. Kenney
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXHIBIT "K"

Committee Descriptions
Committee or Task Force Descriptions

Executive Committee

The Executive Committee is chaired by the President of the Foundation Board.

The members of the Executive Committee shall be: The officers of the Board, the Immediate Past President, all chairs of approved committees or task forces and other members as designated.

Responsibilities include:

* making interim decisions for the Board (to be ratified by the full Board at its subsequent meeting);
* overseeing the long-range and strategic planning of the organization;
* serving as a sounding board for new programs or policies that should come before the full Board eventually;
* enforcing membership responsibilities, including attendance policies and committee appointments;
* monitoring progress of Board and staff in achieving the current year goals;
* scrutinizing budget performance;
* maintaining a close and candid relationship with the leadership of the College;
* following and evaluating the performance of the Foundation's Executive Director;
* evaluating Board performance by recognizing superior results or levels of service and by arranging for the departure of unproductive Board members;
* acting on behalf of the Board in times of emergency or necessary expediency.

The actions of the Executive Committee are subject to revision or alteration by the Board. Minutes of Executive Committee meetings are sent to each Board member. Membership in the Executive Committee will not exceed a quorum of the full Board. A quorum at any meeting of the Executive Committee shall consist of a simple majority of the members.

Lewis-Clark State College Foundation
Other Committee or Task Force Descriptions

Finance and Investment Committee

The Finance and Investment Committee shall oversee the Foundation's budget activities and expenses; monitor the flow of funds to determine consistency between expenditures and generated revenue; manage the investment portfolio; establish financial policies; oversee the buildings and grounds owned by the Foundation.

Scholarship Committee

The Scholarship Committee shall oversee the awarding of specific scholarships; establish scholarship policies and review the process; assist in the planning of three scholarship events annually.

Other Committees or Task Forces

The Directors may designate and appoint one or more standing committees or task forces, each of which shall consist of two (2) or more Directors. These committees, to the extent provided in such resolution, shall have and exercise the authority of the Directors in the management of the corporation.

EXHIBIT "L"

Endowment Fund Fee Policy

Notice of Endowment Fund Fee Policy
LCSC Foundation

Effective July 1, 2023, the LCSC Foundation Board will implement the following policy regarding administrative fees on all funds received.

2% Fee on Donations Received

In general, a 2% administrative fee will apply to all donations received by the Foundation to offset the costs of accounting, fundraising, and other administration costs. The fee will not apply to in-kind donations.

The 2% fee will apply at the time of the donation and will be a one-time fee. The 2% fee for gift annuities will apply at the end of the annuity when the funds become available to the Foundation.

½ of 1% (.5%) Annual Fee on
Average Endowment Fund Balances

The .5% fee will be charged to Endowment Funds, Alumni Endowments, and Other Endowments. The .5% fee will not apply to the following fund classifications:

1. Gift annuities
2. General Unrestricted Funds
3. Annual Funds
4. Funds designated as Other Funds
5. LCSC Designated Funds

The .5% fee will be based on the average endowment fund balances and not on the amount of profit or loss earned or allocated for any time period. The fee will be calculated twice during each year using .25% times the fund market values at December 31 and June 30, and will be included with the December and June six months' market allocation postings.

OPERATING AGREEMENT

BETWEEN

LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.

AND

~~INSTITUTION/AGENCY~~

LEWIS-CLARK STATE COLLEGE

This Operating Agreement ("Operating Agreement") between Lewis-Clark State College Foundation, Inc. ("Foundation") and ~~Institution/Agency ("Operating Agreement")~~ Lewis-Clark State College ("College") is entered into as of this ~~_____~~9th day of ~~_____, 20__, by and between Institution, herein known as "Institution/Agency" and the Foundation, Inc., herein known as "Foundation".~~March, 2021.

WHEREAS, the Foundation was organized and incorporated ~~in~~ April 4, 1984 for the purpose of generating voluntary private support from ~~_____, _____,~~alumni, employees, friends, corporations, foundations, and others for the benefit of the ~~Institution/Agency~~College.

WHEREAS, the Foundation exists to receive contributions, raise, and manage private resources supporting the mission and priorities of the ~~Institution/Agency~~College, and provide opportunities for ~~_____ (e.g.~~ students~~)~~ and employees and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation promotes access, excellence and relevance in higher education through financial support of the College. The Foundation is dedicated to assisting the ~~Institution/Agency~~College in the building of the endowment to address, through financial support, the long-term academic and other priorities of the ~~Institution/Agency~~College.

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/Agency~~College, soliciting cash, securities, real and intellectual property, and other private resources for the support of the ~~Institution/Agency~~College, 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/Agency~~College.

WHEREAS, the ~~Institution/Agency~~College 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/Agency~~College 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/Agency.~~College. 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/Agency~~College 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/Agency~~College; and (3) support and assist the ~~Institution/Agency~~College 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 ~~Institution~~College to be in violation of applicable polices of the State Board; or (3) conflict with the role and mission of the ~~Institution/Agency~~College.

ARTICLE II
Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the ~~Institution/Agency.~~College. The Foundation, to the extent practicable, also shall provide the ~~Institution/Agency~~College with an advance copy of any proposed amendments to the Foundation's

Articles of Incorporation and Bylaws. The ~~Institution/Agency~~College shall provide all such documents to the State Board.

~~**Institution/Agency**~~

ARTICLE III
College Resources and Services

1. ~~Institution/Agency~~College Employees.

a. *~~Institution/Agency~~College/Foundation Liaison*: The ~~Institution/Agency's Vice President for Institution/Agency~~College's Director of College Advancement shall serve as the ~~Institution/Agency's~~College's Liaison to the Foundation and as the Foundation Executive Director.

i. The ~~Institution/Agency's Vice President for Institution/Agency~~College's Director of College Advancement shall be responsible for coordinating the ~~Institution/Agency's~~College's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the ~~Institution/Agency~~College to the Foundation.

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

~~b. *Managing Director*: The *Managing Director* of the Foundation is an employee of the Institution/Agency loaned to the Foundation. All of the Managing Director's services shall be provided directly to the Foundation as follows:~~

~~i.~~iii. ~~The *Managing Director*~~The College's Director of College Advancement shall be responsible for 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 prepared by the Foundation and attached to the Loaned Employee Agreement described in paragraph (iii) below. The *Managing Director* shall be subject to the control and direction of the Foundation.~~Director of College Advancement are set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement").

~~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.~~

~~iii. The Foundation and the Institution/Agency shall 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 Loaned Employee Agreement shall also 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 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.~~

~~c. *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~~College Employees Holding Key Foundation or Administrative or Policy Positions*: In the event the ~~Institution/Agency~~College and the Foundation determine it is appropriate for one or more additional ~~Institution/Agency~~College employees who function in a key administrative or policy making capacity for the ~~Institution/Agency~~College (including, but not limited to, any ~~Institution/Agency~~College Vice-President or equivalent position) to serve both the ~~Institution/Agency~~College 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 such ~~Institution/Agency~~College employee.

e. *Limited Authority of ~~Institution/Agency~~College Employees.* Notwithstanding the foregoing provisions, no ~~Institution/Agency~~College employee who functions in a key administrative or policy making capacity for the ~~Institution/Agency~~College (including, but not limited to, any ~~Institution/Agency~~College Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, and investment decisions~~, or the supervision of Foundation employees~~.

2. Support Services. The ~~Institution/Agency~~College 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/Agency~~College employees who provide support services to the Foundation shall remain ~~Institution/Agency~~College employees under the direction and control of the ~~Institution/Agency~~College, unless agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the ~~Institution/Agency~~College the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

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

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

ARTICLE IV
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~~College's Director of College Advancement. All Foundation gift solicitations shall be subject to the direction and control of the ~~Vice President~~Director for ~~Institution/Agency~~College 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/Agency~~College; 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/Agency~~College.

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/Agency~~College, the Foundation shall obtain the prior written approval of the ~~Institution/Agency.~~College. Similarly, the Foundation shall also obtain the prior written approval of the ~~Institution/Agency~~College of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the ~~Institution/Agency~~College.

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/Agency~~College shall be approved by the State Board before acceptance by the ~~Institution/Agency~~College and the Foundation. In cases where the real property is intended to be used by the ~~Institution/Agency~~College in connection with carrying out its proper functions, the real property may be conveyed directly to the ~~Institution/Agency~~College, in which case the ~~Institution/Agency~~College 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/Agency~~College 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/Agency~~College on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers*. The Foundation shall inform the ~~Institution/Agency~~College 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/Agency~~College officials shall account for such restricted funds separate from other program and department funds in accordance with applicable ~~Institution/Agency~~College policies and shall notify the Foundation on a timely basis regarding the ~~uses~~expenditure 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~~College, 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~~Board President and Vice President, or designee by the Foundation Board President, as the individual(s) 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~~College; provided, however, in no event may the person(s) with Foundation signature authority for financial transactions be ~~an Institution/Agency~~a College 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~~College Report on Distributed Funds. On a regular basis, which shall not be less than annually, the ~~Institution/Agency~~College shall report to the Foundation on the use of restricted and unrestricted funds transferred to the ~~Institution/Agency.~~College. This report shall specify the restrictions on any restricted funds ~~and~~. The Foundation shall approve expenditures prior to restricted fund transfers to the College and the Foundation will retain details of the uses of such funds.

6. Transfer of ~~Institution/Agency~~College Assets to the Foundation. No ~~Institution/Agency~~College 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~~College 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 account, and State Board approval will be required prior to the ~~Institution/Agency's~~College's transfer of such funds to the Foundation.

b. The ~~Institution/Agency~~College has gift funds that were originally transferred to the ~~Institution/Agency~~College from the Foundation and the ~~Institution/Agency~~College 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~~College to the Foundation provided such funds are for investment by the Foundation for scholarship or other general ~~Institution/Agency~~College support purposes. This exception shall not apply to payments by the ~~Institution~~College to the Foundation for obligations of the ~~Institution~~College to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

d. The transfer is of funds raised by the ~~Institution~~College 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.~~bank accounts. 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~~College 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, 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 Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; 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~~College any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

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. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the ~~Institution/Agency~~College and the State Board. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively.

ARTICLE V
Foundation Relationships with the ~~Institution/Agency~~College

At all times and for all purposes of this Operating Agreement, the ~~Institution~~College and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the ~~Institution~~College and the Foundation acknowledge that the

~~Association~~Foundation carries out functions for the benefit of the ~~Institution~~College. As such, the Parties shall share certain information as provided below.

1. Access to Records. Subject to recognized legal privileges and any third-party obligations of confidentiality and protection of proprietary information, 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.

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~~College shall be limited to the ~~Institution/Agency's~~College's President and any designee of the ~~Institution/Agency's~~College's President.

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.

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

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/Agency~~College 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's~~College's funding requests to the Foundation shall be communicated in writing to the Foundation's ~~Treasurer~~President and ~~Assistant Treasurer~~Executive Director by ~~April~~March 1 of each year, or in conjunction with the spring Finance and Investment Committee meeting.

6. Attendance of ~~Institution/Agency's~~College's President at Foundation's Board of Director Meetings. The ~~Institution/Agency's~~College'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/Agency~~College Employees. Any supplemental compensation of ~~Institution/Agency~~College 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/Agency~~College, and the ~~Institution/Agency~~College shall then pay compensation to the employee in accordance with the ~~Institution/Agency's~~College's normal practice. No ~~Institution/Agency~~College employee shall receive any payments or other benefits directly from the Foundation. The Foundation Board of Directors may provide funds to the College annually for Faculty and Staff Achievement Awards, in an amount not to exceed $35,000. Such awards will be made primarily with funds donated to the Foundation for that purpose and any additional Foundation funds used will be approved by the Board of Directors in the Foundation's annual budget. The College identifies the faculty and staff who will be recipients of these awards and disburses the funds to the recipients.

ARTICLE VI
Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the ~~Institution/Agency~~College 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~~College'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~~College as defined by the Government Accounting Standards Board (GASB). Accordingly, the ~~Institution/Agency~~College 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, 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~~College Controller's Office ~~of Finance and Administration~~ in sufficient time to incorporate the same into the ~~Institution/Agency's~~College'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~~College 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~~College's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the ~~Institution/Agency~~College 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~~College President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the ~~Institution/Agency~~College President setting forth the following items:

a. the annual financial audit report;

b. an annual report of Foundation transfers made to the ~~Institution/Agency~~College, summarized by ~~Institution/Agency~~College 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~~College employees for whom the Foundation made payments to the ~~Institution/Agency~~College 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~~College; 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
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 College employee represent both the ~~Institution/Agency~~College and the Foundation in any negotiation, sign for both entities in transactions, or direct any other ~~institution~~College employee under their immediate supervision to sign for the related Party in a transaction between the ~~Institution/Agency~~College and the Foundation. This shall not prohibit ~~Institution/Agency~~College 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.~~College. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the ~~Institution/Agency~~College without first obtaining the prior written approval of the ~~Institution/Agency. Institution/Agency~~College. College approval of any such contract shall comply with policies of the State Board with respect to State Board approval of ~~Institution/Agency~~College 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~~College'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~~College, the ~~Institution/Agency~~College shall notify the State Board at the earliest possible date. Any such proposed purchase for the ~~Institution/Agency's~~College's use shall be a coordinated effort of the ~~Institution/Agency~~College 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
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/Agency~~College 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/Agency~~College to pay, within 180 days of written notice, all debt incurred by the

Foundation on the ~~Institution/Agency's~~College'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/Agency~~College that is not cured within the time frame set forth above, the ~~Institution/Agency~~College 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~~President 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~~President of the Board of the Foundation and the ~~Institution/Agency~~College President. If the Foundation Board ~~Chair~~President and ~~Institution/Agency~~College President cannot resolve the dispute, then the dispute will be referred to the Foundation ~~Chair~~President 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 ~~Institution~~College, 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~~continued support and benefit of the ~~Institution/Agency~~College.

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

President
~~Institution/Agency~~
~~Street Address~~
~~City,~~ Lewis-Clark State ~~and Zip~~College
500 8th Avenue
Lewiston, ID 83501

To the Foundation:

~~Managing~~Executive Director
Lewis-Clark State College Foundation, Inc.
~~Street Address~~
~~City, State and Zip~~
500 8th Avenue
Lewiston, ID 83501

10. No Joint Venture. At all times and for all purposes of this Memorandum of Understanding, the ~~Institution/Agency~~College 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~~College 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.

12. Indemnification. To the extent allowed by law, the ~~Institution/Agency~~College 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~~College's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

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

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

15. 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. 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.

17. List of Attachments
   a. Exhibit A – Loaned Employee Agreement
   b. Exhibit B - Service Agreement
   c. Exhibit C – Investment Policy
   d. Exhibit D - Articles of Incorporation
   e. Exhibit E – Bylaws
   f. Exhibit F – Conflict of Interest Policy
   g. Exhibit G – Code of Ethical Conduct
   h. Exhibit H – Gift Acceptance Policy
   i. Exhibit I - Policy for Accounting for Gift Revenue
   j. Exhibit J – Foundation Insurance
   k. Exhibit K - Committee Descriptions
   l. Exhibit L – Endowment Fund Fee Policy

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

~~Institution/Agency~~Lewis-Clark State College

By:_____
Its: President

~~Institution/Agency~~Lewis-Clark State College
Foundation, Inc.

By:_____
Its: ~~Chairman~~President

EXHIBIT "A"

Loaned Employee Agreement

Not applicable at this time

EXHIBIT "B"

Service Agreement

1. Staff
   a. The Director of College Advancement, an employee of the College, shall serve as Executive Director of the Foundation and shall supervise the College Advancement staff who are likewise employees of the College and who will provide administrative services to the Foundation. The College is responsible for the employment and compensation of College Advancement Staff providing services to the Foundation, including the Director of College Advancement in his or her capacity as Executive Director of the Foundation. Subject to approval by the President of the College, the Foundation may appoint an employee of the College to serve as Treasurer. The Treasurer shall provide and/or supervise the provision of financial and accounting services for the Foundation. While providing services to the Foundation, College employees are subject to the oversight and direction of the Board of Directors of the Foundation. Executive officers of the College (President and Vice Presidents) shall not serve as Foundation Board officers or staff members.
2. Additional services the College provides to the Foundation
   a. Access to the College's financial system to receive, disburse and account for funds of the Foundation. Except for funds transferred into Foundation's brokerage accounts, all funds received by the Foundation shall be deposited with the College and credited to one or more agency accounts established in the name of the Foundation within the College's financial system. In using the College's financial services, the Foundation shall comply with the College's financial and administrative policies and procedures.
   b. Accounting services, to include cash receipts and disbursements, accounts receivable and payable, bank reconciliation, reporting and analysis, and internal auditing.
   c. Investment, insurance, and similar services.
   d. Development services, including research, information systems, donor records, communications and special events.
3. Facilities, Furnishings and Office Equipment
   a. The business office of the Foundation shall be located in the College Advancement Office at 500 8th Avenue, Lewiston, Idaho. The College will provide office space to the Foundation including providing all maintenance and utilities, and local and long-distance telephone service for use in the business of the Foundation. The furnishings, computers, copiers and other items of office equipment used in the Foundation's office are owned by the College but shall be made available for use in the business of the Foundation. The cost of repairing, maintaining and replacing such furnishings and equipment shall be paid by the College.

4. Reimbursement
   a. Except as otherwise provided in the Agreement and Exhibit "L" ("Endowment Fund Fee Policy"), the Foundation shall have no obligation to reimburse the College for costs incurred by the College for personnel, use of facilities or equipment or for other services provided to the Foundation by the College. The Foundation established a fee as referenced in Exhibit L to assist with offsetting general operating costs such as accounting, fundraising, and other administration costs in support of the mission and vision of LC State. Neither the Foundation nor the College require the fee revenue to be transferred to the College though, as mutually agreed upon, all or part of the fee revenue may be transferred to offset the cost of services provided under this agreement. No payments shall be made directly from the Foundation to College employees in connection with resources or services provided to the Foundation under this Agreement.

EXHIBIT "C"

Investment Policy

PURPOSE
The purpose of this Investment Policy Statement (IPS) is to establish a clear understanding between the Lewis-Clark State College Foundation ("Foundation") and the Foundation's professional "Advisor" as to the investment objectives and policies applicable to the Foundation's investment portfolio. This Investment Policy Statement will:

- Establish reasonable expectations, objectives and guidelines in the investment of the portfolio's assets
- Set forth an investment structure detailing permitted asset classes and expected allocation among asset classes
- Encourage effective communication between the Advisor and the Foundation.
- Create the framework for a well-diversified asset mix that can be expected to generate acceptable long term returns at a level of risk suitable to the Foundation.

This IPS is not a contract. This IPS is intended to be a summary of an investment philosophy that provides guidance for the Advisor.

ADVISOR CONTRACT
The Advisor Contract will typically be awarded for an initial three (3) year period, beginning July 1, with an option for one additional three (3) year renewal. The decision to enter a new contract or engage in an RFP process or other process shall be at the sole discretion of the Foundation Board. The Board may, at its discretion, choose to forego an RFP process or other process in favor of entering into a new contract with the existing advisor. All fees shall be firm for the term of the contract and will be included in any contract agreement. A performance review will be conducted annually at the Fall meeting, by the Foundation Finance & Investment Committee, or by any of its designated subcommittees.

If, for any reason, the Foundation should wish to discontinue the professional’s services, the Foundation, with sixty (60) days’ written notice, may terminate the contract.

INVESTMENT OBJECTIVES
The primary investment objective for the Foundation's assets is to seek long term growth. However, the Foundation does intend to withdraw 4% annually to provide for required distribution. The cash flow intentions of the Foundation are detailed in the Foundation's Spending Policy.

TIME HORIZON
For the purposes of planning, the time horizon for investments is perpetuity. The Foundation recognizes that capital values fluctuate over shorter periods and the possibility of capital loss does exist. However, historical asset class return data suggest that the risk of principal loss over a holding period of at least ten years can be minimized with the long-term investment mix employed under this IPS.

RISK TOLERANCE
The Foundation is a moderate risk taker with regard to these investment assets. The portfolio will be managed in a manner that seeks to minimize principal fluctuations over the established horizon and is consistent with the stated objectives. Financial research has demonstrated that risk is best minimized through diversification of assets.

ASSET ALLOCATION
Academic research suggests that the decision to allocate total assets among various asset classes will far outweigh security selection and other decisions that impact portfolio performance. After reviewing the long-term performance and risk characteristics of various asset classes and balancing the risks and rewards of market behavior, the following asset classes were selected to achieve the objectives of the Foundation's Portfolio.
Table 1-1

Asset Category	Target Allocation	Acceptable Range
CASH	2%	1% - 10%
FIXED INCOME	28%	20% - 40%
STOCKS	70%	60%-80%
TOTAL	100%	

*International stocks not to exceed 10% of the total portfolio.

Updated Allocations
From time to time, it may be desirable to amend the basic allocation policy or calculations. When such changes are made, updates will be attached to this Investment Policy Statement as Appendix A and will be considered part of this Investment Policy Statement. The Advisor will provide to the Foundation the recommended or desired targeted allocation percentages. The recommendation will fall within the acceptable range as indicated in table 1-1.

Portfolio Rebalancing
From time to time, market conditions may cause the portfolio's investment in various asset classes to vary from the targeted allocation. To remain consistent with the asset allocation guidelines established by this IPS, each asset class in which the portfolio invests shall be reviewed annually by the Advisor and rebalanced back to the recommended weighting if the actual weighting varies by 3% or more from the recommended weighting (e.g., if the targeted allocation for a particular asset class is 10% and the actual is less than 7% or more than 13%, that asset class will be adjusted back to the targeted 10% allocation by either adding assets or distributing assets to or from the other asset classes.)

DIVERSIFICATION
Investment of the Foundation's funds shall be limited to the following categories:

Permitted Investment Categories
1. Cash and cash equivalents, including money market funds, or certificates of deposit
2. ETF or Index Funds
3. Stock or Bond Mutual Funds

Excluded Categories for Investment
1. Derivatives
2. Natural resources
3. Precious metals
4. Venture capital

Investment Concentration
At all times there must be a minimum of three investment categories represented among the Foundation's assets. There shall be no maximum limit to the number of categories. No individual security held shall represent more than 15% of the total portfolio.

INVESTMENT MONITORING AND CONTROL PROCEDURES
Reports
1. Advisor shall provide the Foundation with a monthly report that lists all assets held by the Foundation, values for each asset and all transactions affecting assets within the portfolio, including additions and withdraws.
2. Advisor shall provide the Foundation on a quarterly basis and within 30 days of the end of each calendar quarter, the following reports:
    a) Portfolio performance results over the last quarter, year, 3 years and 5 years
    b) Performance results of comparative benchmarks for the same periods; performance shall be reported on a time-weighted basis.

3. Advisor shall assist in the development of investment policies, objectives and guidelines.
4. Advisor shall prepare asset allocation analyses as necessary and recommend asset allocation strategies with respect to the Foundation's objectives.
5. Advisor shall provide research on specific issues and opportunities and assist the Foundation Finance & Investment Committee in special tasks.
6. Advisor shall make tactical implementation decisions, including rebalancing, within the asset allocations ranges set by the Foundation and among investment managers with communication of such decisions and the rational at the next Foundation meeting. Such decisions will be tracked by the Advisor who will report the results of each of those decisions in its Investment Review provided to the Foundation for its quarterly meetings.
7. Advisor shall notify the Foundation Finance & Investment Committee of any significant changes in portfolio managers, personnel or ownership of any investment management firm hired by the Foundation.
8. Advisor shall, overall, be proactive with the Administration of the Foundation in the management of the Foundation's investments.

Meeting
Advisor shall meet with the Foundation's Finance and Investment Committee at least annually (or semi-annually if the Foundation chooses) in order to give a detailed report as to activity in the investment account, manager selection, tactical changes in the asset allocation weightings or other information the Foundation shall require.

Advisor shall also meet annually with the Foundation Board in January of each year to give a detailed report on the Foundation's investments.

ADOPTION
Adopted and Revised by the Foundation on this 21st day of December, 2021. Effective July 1, 2022.

EXHIBIT "D"

Articles of Incorporation

FILED/EFFECTIVE

01 MAR -9 AM 8:57

SECRETARY OF STATE
STATE OF IDAHO

IDAHO SECRETARY OF STATE
03/14/2001 09:0
CT: 28457 BH: 3846
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C 25476

ARTICLES OF AMENDMENT
LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
(now, LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.)

WHEREAS, the members of Lewis-Clark State College Educational Assistance and Development Foundation, Inc., at a duly called meeting, after proper notice, adopted the following resolution amending and restating the Articles of Incorporation to change the name of the corporation and to conform those Articles to the provisions of the Idaho Non-Profit Corporations Act by the affirmative vote of all members present at such meeting, constituting a majority of the voting power of the members of the corporation entitled to vote, to wit:

BE IT RESOLVED that the Articles of Incorporation of Lewis-Clark State College Educational Assistance and Development Foundation, Inc., be, and the same are hereby, amended and restated in their entirety as follows:

AMENDED AND RESTATED ARTICLES

ARTICLE I
Preliminary Matters

1.01 **Name.** The name of this corporation is LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.

1.02 **Nonprofit Status.** This corporation is a nonprofit corporation.

1.03 **Duration.** The duration of this corporation shall be perpetual.

ARTICLE II
Purposes

2.01 **Charitable Scope of Purposes.** This corporation is organized and shall be operated exclusively for charitable, scientific, literary, and educational purposes, within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws (hereinafter called Internal Revenue Code"), and Treasury Regulations issued thereunder. This corporation shall serve the public interest, and no part of its assets or the income therefrom shall inure to the benefit of any private individual, except for payment of

reasonable compensation for services rendered to the corporation. No substantial part of the activities of this corporation shall directly or indirectly consist of attempting to influence legislation by propaganda or otherwise, and the corporation shall not directly or indirectly participate in, or intervene (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles of incorporation, this corporation shall not conduct or carry on any activities not permitted to be conducted or carried on (a) by a corporation exempt from federal tax under§ 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

2.02 **Higher Education.** In further limitation of the general charitable purposes set forth above, this corporation is organized and shall be operated for the purpose of advancing the goals of higher education. The goals of higher education shall be broadly construed to encompass the charitable, scientific, literary, artistic, educational, social and athletic objectives normally associated with nonsectarian institutions of higher education.

2.03 **Lewis-Clark State College.** The purposes of this corporation shall be accomplished primarily by encouraging, promoting, supporting, performing and carrying out the functions, programs, operations and purposes of Lewis-Clark State College, an institution of higher education and an agency of the State of Idaho with its principal campus located in Lewiston, Idaho, so long as it is an institution of higher education and an agency of the State of Idaho or an organization described in § 501(c)(3) of the Internal Revenue Code, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code. By way of illustration and not limitation, it shall be within the purposes of this corporation to:

a. **Funds.** Coordinate fund raising activities on behalf of Lewis-Clark State College and receive, hold, invest and administer donations of every kind on its behalf.

b. **Programs.** Promote, support, develop, perform, carry out and extend the educational undertakings of Lewis-Clark State College, and in furtherance thereof, to support and conduct any and all charitable, scientific, literary, artistic, educational, social and athletic activities relating thereto.

c. **Facilities.** Support, conduct and operate such activities as may be designed or intended to facilitate or enhance the educational, cultural, living and operational conditions at Lewis-Clark State College; to provide support for, maintain, enlarge, and extend the curricula, services, faculty, staff, and real or personal properties of Lewis-Clark State College.

d. **Financial Assistance.** To provide financial or other assistance to the students, faculty and staff of Lewis-Clark State College in their efforts to acquire new knowledge and to extend the educational endeavors of Lewis-Clark State College.

e. **Cooperation.** Promote cooperation, coordination with, and assistance to other charities in the area of Lewiston, Idaho, particularly schools and hospitals.

ARTICLE III
Powers

3.01 **Statutory Powers.** This corporation shall have all rights and powers now given to nonprofit corporations generally under the laws of the State of Idaho, including those powers now set forth in § 30-3-23 of the Idaho Code, and all further and broader rights and powers which may in the future be given to nonprofit corporations generally under any subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict those corporation' s rights and powers.

3.02 **Activities.** In addition to raising funds and making grants, the corporation may, itself, actively conduct programs designed to accomplish the purposes set forth in Article II, above. Such activities may be engaged in for or on behalf of Lewis-Clark State College in order to assist it in performing its functions or carrying out its purposes.

3.03 **Limitations.** No part of the net earnings or assets of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be for the purpose of carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in, (including the publishing and distribution of statements) any political campaign on behalf of any candidate for

public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code or the corresponding section of any future federal tax code.

ARTICLE IV
No Members

The corporation shall not have any members.

ARTICLE V
Board of Directors

The affairs of the corporation shall be managed by a Board of Directors. The number of directors serving on the Board of Directors shall be fixed in accordance with the corporation's Bylaws. Other than the directors constituting the initial board of directors, who are designated in these articles, the Directors shall be elected, appointed or designated in the manner and for the term or terms provided in the Bylaws of the corporation.

The names and street addresses of the persons constituting the initial board of directors are:

Name	Address
Niel Zimmerman President - LCSC	500 Eighth Street Lewiston, ID 83501
Rita Morris Provost and Academic Vice-President - LCSC	500 Eighth Avenue Lewiston, ID 83501
Dean Froehlich Vice-President of Administrative Services - LCSC	500 Eighth Avenue Lewiston, ID 83501
Richard Meier Vice-President of Student Affairs - LCSC	500 Eighth Avenue Lewiston, ID 83501
Barbara Bowen President LCSC Alumni Association	601 Burrell Drive Lewiston, ID 83501

Gene Straughan Faculty Senate Chair Elect- LCSC	P. O. Box 189 Colton, WA 99113
Eugene Baldeck Appointed Director	2214 Vineyard Lewiston, ID 83501
Scott Arnone Appointed Director	1445 G Street, Suite 101 Lewiston, ID 83501
Charles Brown Appointed Director	322 Main Street Lewiston, ID 83501
Bob DeVleming Appointed Director	P.O. Box 57 Lewiston, ID 83501
Donna Doyle Appointed Director	566 Crestline Circle Drive Lewiston, ID 83501
Joe Hall Appointed Director	1617 21st Street Lewiston, ID 83501
Harriet Husemann Appointed Director	523 Cedar Lewiston, ID 83501
Jackie McIver Appointed Director	835 Main Street Lewiston, ID 83501
Sam Penney Appointed Director	P.O. Box 305 Lapwai, ID 83540
Joe Stegner Appointed Director	216 Prospect Lewiston, ID 83501
A. L. Alford, Jr. Elected Director	505 C Street Lewiston, ID 83501
Howard Hayes Elected Director	P.O. Box 816 Lewiston, ID 83501

Darrel Inman Elected Director	P.O. Box 856 Lewiston, ID 83501
Terry Kolb Elected Director	P.O. Box 937 Lewiston, ID 83501
William Mannschreck Elected Director	2956 Mayfair Ridge Lewiston, ID 83501
Eadie Saxton Elected Director	1035 29th Street Lewiston, ID 83501
Marilyn Stonebraker Elected Director	1224 Third Street Lewiston, ID 83501
Charles F. Woods Elected Director	308 Main Street Lewiston, ID 83501
John Young Elected Director	P.O. Box 917 Lewiston, ID 83501

ARTICLE VI
Registered Agent

6.01 **Registered Office.** The street address of the initial registered office of this corporation is the office of the Vice-President for Administrative Services, Lewis-Clark State College, Eighth Avenue and Sixth Street, Lewiston, ID 83501.

6.02 **Registered Agent.** The name and initial registered agent of the corporation at such street address is Dean A. Froehlich.

ARTICLE VII.
Distribution on Dissolution

Upon dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this corporation shall be to the Idaho State Board of Education, as the Board of Trustees of Lewis-Clark State College; provided, however, that if at such time Lewis-Clark State College or its successor in interest is not an agency of the State of Idaho or an exempt organization described in § 501(c)(3) of the Internal Revenue Code or has substantially failed or abandoned its operations or been

dissolved, then the remaining assets of the corporation shall be distributed to such other agencies of the State of Idaho or non-profit fund foundation or corporation involved in higher education which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, as the Board of Directors may direct. Any such assets not distributed shall be distributed by the district court of the county in which the principal office of the corporation is then located, excluding for any purposes or to such organizations as the court shall determine to be consistent with the purposes of the corporation.

ARTICLE VIII.
Bylaws

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the Bylaws. The Board of Directors of the corporation shall be authorized to amend the corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors.

ARTICLE VIX.
Amendment of Articles

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these articles of incorporation in any manner now or hereafter prescribed or permitted by statute.

IN WITNESS WHEREOF, the duly undersigned officers have signed and attested these Articles of Amendment.

DATED this 20th day of February 2001.

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND
DEVELOPMENT FOUNDATION

BY Edith K. Sayton
President

Attest:

John Young
Secretary

State of Idaho

Department of State.

CERTIFICATE OF INCORPORATION
OF

LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of *LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION*, duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated *April 4,* , 19 *84* .

GREAT SEAL OF THE STATE OF IDAHO — ESTO PERPETUA

Pete T. Cenarrusa
SECRETARY OF STATE

Denise Hunter
Corporation Clerk

CINP 779

Apr 4 8 29 AM '84

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
ARTICLES OF INCORPORATION

APRIL 1984

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
ARTICLES OF INCORPORATION

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LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION, Inc.
ARTICLES OF INCORPORATION

ROBERT P. BROWN, Esquire, being over the age of twenty-one (21) years, for the purpose of forming a corporation under the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3 of the Idaho Code, hereby adopts these articles of incorporation:

ARTICLE I
Preliminary Matters

1.01 Name. The name of this corporation is LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION, Inc.

1.02 Nonprofit status. This corporation is a nonprofit corporation.

1.03 Duration. The duration of this corporation shall be perpetual.

ARTICLE II
Purposes

2.01 Charitable scope of purposes. This corporation is organized and shall be operated exclusively for charitable, scientific, literary, or educational purposes, within the meaning of §501(c)(3) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent Federal tax laws (hereinafter called Internal Revenue Code"), and Treasury Regulations issued thereunder. This corporation shall serve the public interest, and no part of its assets or the income therefrom shall inure to the benefit of any private individual, except for payment of reasonable compensation for services rendered to the corporation. No substantial part of the activities of this corporation shall directly or indirectly consist of attempting to influence legislation by propaganda or otherwise, and the corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles of incorporation, this corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an exempt organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code.

2.02 Higher education. In further limitation of the general charitable purposes set forth above, this corporation is organized and shall be operated for the purpose of advancing the goals of higher education. The goals of higher education shall be broadly construed to encompass the charitable, scientific, literary, artistic, educational, social and athletic objectives normally associated with nonsectarian institutions of higher education.

2.03 Lewis-Clark State College. The purposes of this corporation shall be accomplished primarily by encouraging, promoting, supporting, performing and carrying out the functions, programs, operations and purposes of Lewis-Clark State College, an institution of higher education and an agency of the State of Idaho with its principal campus located in Lewiston, Idaho, so long as it is an institution of higher education and an agency of the State of Idaho or an organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code. By way of illustration and not limitation, it shall be within the purposes of this corporation to:

a. Funds. Coordinate fund raising activities on behalf of Lewis-Clark State College and receive, hold, invest and administer donations of every kind on its behalf.

b. Programs. Promote, support, develop, perform, carry out and extend the educational undertakings of Lewis-Clark State College, and in furtherance thereof, to support and conduct any and all charitable, scientific, literary, artistic, educational, social and athletic activities relating thereto.

c. Facilities. Support, conduct and operate such activities as may be designed or intended to facilitate or enhance the educational, cultural, living and operational conditions at Lewis-Clark State College; to provide support for, maintain, enlarge, and extend the curricula, services, faculty, staff, and real or personal properties of Lewis-Clark State College.

d. Financial assistance. To provide financial or other assistance to the students, faculty and staff of Lewis-Clark State College in their efforts to acquire new knowledge and to extend the educational endeavors of Lewis-Clark State College.

e. Cooperation. Promote cooperation, coordination with, and assistance to other charities in the area of Lewiston, Idaho, particularly schools and hospitals.

ARTICLE III
Powers

3.01 Statutory powers. This corporation shall have all rights and powers now given to nonprofit corporations generally under the laws of the State of Idaho, including those powers now set forth in §30-307 of the Idaho Code, and all further and broader rights and powers which may in the future be given to nonprofit corporations generally under any subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict this corporation's rights and powers.

3.02 Activities. In addition to raising funds and making grants, the corporation may, itself, actively conduct programs designed to accomplish the purposes set forth in Article II, above. Such activities may be engaged in for or on behalf of Lewis-Clark State College in order to assist it in performing its functions or carrying out its purposes.

3.03 Limitations. No power or authority shall be exercised by this corporation in any manner or for any purpose which is not permitted for an exempt organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code.

ARTICLE IV
Members

4.01 Management authority. The management of the affairs of this corporation shall be vested in its members pursuant to Section 30-314(c) of the Idaho Code.

4.02 Apportionment of voting rights among classes. All voting rights shall be exercised by a single class of membership designated "trustee members", with each trustee member entitled to one (1) vote on each matter submitted to a vote at a meeting of such members. The bylaws of the corporation may provide for the designation of any one or more classes of nonvoting members. Except as set forth in these Articles of Incorporation, the designation, number, qualifications, terms of office, manner of selection, time and place of meetings, rights, powers, and duties of the members of each class shall be prescribed in the bylaws of the corporation.

4.03 Compensation. No member of the corporation shall receive any compensation for his or her services as a member of the corporation, but the corporation may pay reasonable compensation to any person, including a member of the corporation, for other services actually rendered to the corporation.

4.04 Notice of organization meeting. Actual personal notice of the organization meeting of the members of the corporation shall be sufficient notice pursuant to Section 30-324(b) of the Idaho Code.

ARTICLE V
Directors

There shall be no directors of the corporation, the management of the affairs of the corporation being vested in the trustee members pursuant to Section 30-314 of the Idaho Code.

ARTICLE VI
Principal Organizer

6.01 Name. The name of the principal organizer of this corporation is LEE A. VICKERS, who is over the age of twenty-one (21) years.

6.02 Address. The street address of the principal organizer is Office of the President, 8th Avenue and 6th Street, Lewiston, Idaho 83501.

ARTICLE VII
Registered Office and Registered Agent

7.01 Registered office. The street address of the initial registered office of this corporation is Office of the President, Lewis-Clark State College, 8th Avenue and 6th Street, Lewiston, Idaho 83501.

7.02 Registered agent. The name of the initial registered agent at such street address is LEE A. VICKERS.

ARTICLE VIII
Amendment of Articles

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these articles of incorporation in any manner now or hereafter prescribed or permitted by statute.

ARTICLE IX
Dissolution

In the event of termination, dissolution or liquidation of this corporation, the net assets remaining after payment of all debts and obligations of the corporation shall be transferred and conveyed exclusively to Lewis-Clark State College or its successors-in-interest; provided, however, that if at such time Lewis-Clark State College or its successor-in-interest is not an agency of the State of Idaho or an exempt organization described in §501(c)(3) of the Internal Revenue Code, or has substantially failed or abandoned its operations or been dissolved, then the

remaining assets of this corporation shall be distributed to such other agencies of the State of Idaho and exempt organizations described in §501(c)(3) of the Internal Revenue Code involved in higher education as the board of directors may direct.

ARTICLE X
Incorporator

10.01 Name. The name of the incorporator of this corporation is ROBERT P. BROWN, Esquire, who is over the age of twenty-one (21) years.

10.02 Address. The street address of the incorporator is 13th and Idaho Streets, Lewiston, Idaho 83501.

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation in duplicate this 2nd day of April, 1984.

Robert P. Brown (SEAL)
ROBERT P. BROWN, Incorporator

STATE OF I D A H O)
: ss.
County of NEZ PERCE)

On this 2nd day of April, 1984, before me the undersigned, a notary public in and for the State of Idaho, personally appeared ROBERT P. BROWN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

Betty E. Knight
Notary Public in and for the State of Idaho, Residing at Lewiston, therein.

(S E A L)

EXHIBIT "E"

Bylaws

AMENDED AND RESTATED BYLAWS OF LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.

ARTICLE I. In General

1.01 Nature of Bylaws. The following paragraphs contain provisions for the regulation and management of LEWIS-CLARK STATE COLLEGE FOUNDATION, INC., a nonprofit corporation organized and operating under the laws of the State of Idaho.

1.02 Conflicts. In the event that there is a conflict between a provision of these Bylaws and a mandatory provision of the laws of the State of Idaho, or the Articles of Incorporation of the corporation, then the mandatory provision of the laws of the State of Idaho, or the Articles of Incorporation shall control.

ARTICLE II. Principal Office

2.01 Principal Office. The principal office of the corporation in the State of Idaho shall be located at Lewis-Clark State College, 500 8th Avenue Lewiston, ID 83501. The corporation may have such other offices, either within or without the State of Idaho, as the Directors may designate from time to time.

ARTICLE III. Non-Director Members

3.01 Foundation Members. In addition to the Directors as defined in Article IV below, the corporation may recognize a class of benefactors and supporters designated as "Foundation Members", which class may be further subdivided into any number of subclasses as may be determined by the Directors.

3.02 No Management Authority or Voting Rights. Foundation Members, as described in 3.01 above, shall have no authority to manage the affairs of the corporation, and shall not be entitled to vote on any matter relating to the corporation. Foundation Members shall have the right to attend and participate in meetings of the Directors.

3.03 Rights and Privileges. Except as may be otherwise provided in these Bylaws or the Articles of Incorporation, Foundation Members shall have such recognition, rights, privileges as may be determined by the Board of Directors. Foundation Members are invited to attend meetings of the Board of Directors.

3.04 Selection. Individuals or organizations who are interested in the objectives and purposes of the corporation may be admitted as Foundation Members by majority vote of the Directors upon meeting such qualifications as may be determined by the Directors.

3.05 Designated Members. The following individuals shall serve as Designated Members by virtue of their offices, to serve for the term of their respective offices. Designated Members do not have voting rights.

a. The President of Lewis-Clark State College.
b. The Provost and Vice President for Academic Affairs of Lewis-Clark State College.
c. The Vice President for Finance and Administration of Lewis-Clark State College.

d. The Foundation Treasurer as appointed by Lewis-Clark State College with the consent of the Foundation.
e. The Faculty Senate Chair Elect of the Lewis-Clark State College Faculty Association.
f. The Lewis-Clark State College Alumni Association Board Representative.
g. The Vice President of Student Affairs of Lewis-Clark State College.

3.06 Membership Roster and Certificates. The corporation shall maintain a roster of Foundation Members, and may issue certificates, cards, or other evidence of association.

3.07 Personal Status of Association. Association as a Foundation Member shall be personal to the associate admitted, and shall not survive the death of any individual associate nor be transferred by any means whatsoever.

3.08 Resignation. A Foundation Member may resign at any time by written notice to the corporation.

3.09 Removal. Association as a Foundation Member may be reviewed for any action which is detrimental to the best interests of the corporation, or for failure to actively support corporate purposes, or to actively participate in corporate activities. Removal shall require the affirmative vote of a majority of the Directors.

ARTICLE IV.
Directors

4.01 General Powers. All corporate powers shall be exercised by or under the authority of the Board of Directors. The business and affairs of the corporation shall also be managed under the direction of the Board of Directors, except as otherwise provided in the Idaho Non-Profit Corporation Act or the Articles of Incorporation.

4.02 Presumption of Assent. A Director of the corporation who is present at a meeting of its Board of Directors at which any action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the secretary of the corporation within three days after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in favor of such action.

4.03 Qualification. Directors need not be officers of the corporation nor residents of the State of Idaho.

4.04 Elected Directors. The corporation shall have such Directors as may be elected by majority vote of the Directors, as then constituted, at the annual meeting of Directors. The number of such elected Directors serving at any time shall, in no event, exceed thirty (30). Each Director, including the Director whose terms are expiring, shall have the right to vote for as many persons as there are Directors to be elected, but no Director shall be entitled to cumulate his or her votes.

4.05 Terms of Elected Directors. The terms of the Elected Directors pursuant to Article 4.04 shall serve for a period of three (3) years until the annual meeting in the year in which their respective terms expire and until their successors are duly appointed or elected and qualified.

4.06 Resignation. Any Director may resign at any time giving written notice to the corporation. Any such resignation shall take effect at the time specified therein, or if the time be not specified, upon its acceptance by the corporation.

4.07 Removal. An elected or appointed Director may be removed from office prior to expiration of the term of office by the vote of at least two-thirds (2/3) of the Directors other than the Director voted upon, at any regular or special meeting of Directors. Unexcused absences from two (2) consecutive meetings of the Directors shall be cause for consideration of removal of a Director. The Designated Director is not subject to removal.

4.08 Vacancies. A vacancy among the Directors shall be deemed to exist upon death, resignation or removal of a Director. The vacancy of a Director shall be filled by his or her successor in office at the time the office is assumed. The vacancy of a Designated Director shall be filled by appointment of the Executive Committee. A Director appointed or elected to fill a vacancy shall serve the unexpired term of his predecessor in office.

4.09 Place of Meetings. All meetings of the Directors shall be held at the principal office of the corporation or at such other place, either within or without the State of Idaho, as the Directors may, from time to time, direct.

4.10 Organization of Meeting. The president of the corporation shall act as chairman of meetings of Directors. In the absence of the president, the next Officer shall act as chairman: vice president, then secretary, respectively.

4.11 Annual Meetings. The annual meetings of the Directors shall be held in the spring each year. In the event that such annual meeting is omitted by oversight or otherwise, it may be held at a subsequent special meeting called in accordance with the provisions of these Bylaws and the laws of the State of Idaho, and any business transacted or elections held at such meetings shall be valid as if transacted or held at the annual meeting.

4.12 Special Meetings. A special meeting of the Directors may be called at any time by the president, and shall be called by the president upon the written request of a majority of the Directors.

4.13 Notice of Meetings. Written notice of each meeting of Directors stating the place, day or hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than two (2) days before the date of the meeting. Exceptions may occur with extenuating circumstances. If mailed, such notice shall be deemed to be delivered three (3) days after they are deposited in the United States Mail addressed to the Director at his or her address as it appears on the records of the corporation, with postage paid thereon.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The Directors may waive notice of any meeting, and written waiver of notice executed either before or after the meeting shall be sufficient.

Any adjournment or adjournments of an annual or special meeting to another time and place may be held without new notice being given.

4.14 Quorum. A simple majority (defined as 51% or more) of the voting Directors shall constitute a quorum for the transaction of business. The act of a majority (defined as 51% or more) of the Directors present at a meeting at which a quorum is present shall be the act of the Directors.

Foundation Members and Designated Members shall not be considered to constitute a quorum and do not have voting rights.

If, at any meeting of the Directors, there shall be less than a quorum present, those present may adjourn the meeting without notice other than by announcement at the meeting. If, subsequently additional directors arrive and a quorum is present, such meeting can be re-convened and any business may be transacted which might have been transacted at the meeting as originally notified.

4.15 Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by a simple majority of the Directors, or by a simple majority of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

4.16 Powers and Duties. The Directors shall establish policies and have the general management, control and direction of all the business and affairs of the corporation and of all its undertakings to the fullest extent permitted by law. In addition to all powers granted by law, Directors shall have power and authority:

a. To call meetings of the Directors whenever deemed proper or necessary.
b. To elect officers of the corporation, to appoint such employees or agents as they deem necessary or proper, to confer upon any officer the power to appoint, remove and suspend officers, employees and agents, and to similarly remove any officer, employee or agent with or without cause.
c. To determine the policies of the corporation and to make such rules and regulations as may be deemed necessary or proper for the government and guidance of the officers, employees and Directors of the corporation, not inconsistent with the laws of the State of Idaho, the Articles of Incorporation, these Bylaws or the Operating Agreement.
d. To oversee the security and safekeeping of endowment funds to insure that the same are invested in accordance with the Uniform Prudent Management of Institutional Funds Act as adopted by the State of Idaho and in a manner consistent with the objectives of the corporation. These duties include cooperation with any investment committee or external investment advisors that may be designated by the Directors.
e. To purchase or otherwise acquire, and to sell, convey, and otherwise dispose of assets on behalf of the corporation at such prices and upon which terms as the Directors may deem appropriate.
f. To approve payment for such property, rights or privileges, in whole or in part, with money or other securities of the corporation, or by delivery of other property of the corporation.
g. To approve an action to borrow money and incur indebtedness; to create, make and issue mortgages, deeds of trust, trust and annuity agreements and negotiable or transferable instruments and securities; to do every other act necessary to effectuate the same.
h. To hold, operate, leave, invest, reinvest and otherwise manage real and personal property of every kind and description.
i. To fix the compensation, fringe benefits and emoluments of officers and other employees in accordance with noted Article VI.
j. To select one or more financial institutions to act as depositor of the funds of the corporation and to determine the manner of receiving, depositing and disbursing the funds of the corporation.
k. To determine by whom and in what manner the corporation bills, notes, receipts, acceptances, endorsements, checks, releases, contracts or other documents shall be signed, and to confer and delegate such power.
l. To do everything necessary or proper for the carrying out of the objects and purposes of the corporation as set forth in the Articles of Incorporation.

Notwithstanding the general delegation of authority granted, the Directors shall support and assist the College in fundraising and donor relations. In carrying out its purposes the Foundation Directors shall not engage in activities that conflict with federal or state laws, rules and regulations (including but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations), applicable policies of the Idaho State Board of Education or the role and mission of the College.

4.17 Executive Committee. There shall be an executive Committee which shall have and may exercise all of the authority of the Directors other than in reference to amendment of the Articles of Incorporation, adoption of a plan of merger or consolidation of the corporation, the sale, lease, exchange or other disposition of all or substantially all the assets of the corporation otherwise than in the usual and regular course of its activities, a voluntary dissolution of the corporation or a revocation thereof, or amendment of the Bylaws of the corporation. The members of this committee shall be: The officers of the Board, the Immediate Past President, all chairs of approved committees or task forces and other members as designated.

All action of the executive committee shall be reported to the Directors at its next meeting succeeding such action, and shall be subject to revision or alteration by the Directors, provided that no rights or acts of third parties shall be affected by any such revision or alteration.

A quorum at any meeting of the executive committee shall consist of a simple majority of the Executive Committee Members.

4.18 Scholarship Committee. The Directors may designate two or more members as a scholarship committee. These committees, to the extent provided in the resolution below, shall have and exercise the authority of the Directors in the management of the corporation.
To promote the Foundation Scholars Program:

a. Establish and maintain scholarship criteria and policies including approval/disapproval of any exceptions to policy
b. Select scholarship recipients on an annual basis
c. Provide to the Finance & Investment Committee any information that could impact the amount of the annual scholarship award and/or the number of new scholarships to be given
d. Provide support, encouragement and develop rapport with individual Foundation Scholars through attendance at social functions such as the orientation at the beginning of the academic year, a winter holiday party, a reception at the LCSC President's home, and/or through a graduation recognition event
e. Maintain long-term contact with Foundation Scholars, at the minimum annually, in recognition that these scholars are the future ambassadors for the Foundation

To meet as often as required to review other scholarship applications as requested and select recipients in accordance with established individual scholarship criteria

To participate in the annual Scholarship Luncheon to honor LCSC Foundation and Alumni Association scholarship recipients and donors.

4.19 Finance & Investment Committee. The Directors may designate two more members as the Finance & Investment Committee. These committees, to the extent provided in the resolution below, shall have and exercise the authority of the Directors in the management of the corporation.
Finance & Investment Committee of the Foundation shall have the following responsibilities:

a. Oversight of endowment investments. Allocate investments among assets classes according to the investment policy statement. Review the performance of investment portfolio and advisor at least annually.
b. Approve annual distribution of endowments according to the foundation spending policy. For underwater endowments determine if distribution will be paid. If underwater endowment distributions are made, determine the source of funding, including General Unrestricted Funds, Bryden Canyon Quasi-Endowment or other funding sources.
c. Select the number of Foundation scholar scholarships awarded to freshman each year. For scholarships awarded in excess of funds available in the Foundation Scholars Program, determine if distribution will be paid from General Unrestricted Funds, Bryden Canyon Quasi-Endowment or other funding sources.
d. Review financial reports and examine fund balances. Develop the annual operating budget two months before the start of each fiscal year.
e. Approve charitable gift annuities established with gifts of more than $100,000 per beneficiary. For annuities established with gifts of more than $200,000 per beneficiary, submit recommendation for full board approval.
f. Approve acceptance of gifts of assets other than cash. For noncash gifts in excess of $200,000, submit recommendation for full board approval. Acceptance of marketable securities does not require approval by the committee. Marketable securities will be liquidated immediately upon receipt.

4.20 Other Committees or Task Forces. The Directors may designate and appoint one or more standing committees or task forces, each of which shall consist of two (2) or more Directors. These committees, to the extent provided in such resolution, shall have and exercise the authority of the Directors in the management of the corporation.

ARTICLE V.
Officers

5.01 Qualification. An Officer must be a Director of the corporation with the exception of the Treasurer, who may be a Designated Member as described in Section 3.05.

5.02 Offices. The offices of the corporation shall consist of president, vice president, secretary, and treasurer and such other offices as the Directors may choose to appoint.

5.03 Election. The officers of the corporation, with the exception of the Treasurer, shall be elected by the Directors at the organizational meeting of Directors and at such annual meeting of Directors thereafter. Officers shall be elected or appointed for a term extending for two years until the next annual meeting of the Directors and shall serve until their successors shall have been duly elected and qualified.

5.04 Duties of President. The president shall be the chief executive officer of the corporation and shall attend and preside at all meetings of the Directors and any executive committee of the Directors. The president shall have responsibility for the planning and implementation of the corporation's activities and the appointment of employees of the corporation, subject to the advisement and approval of the Directors. The president or vice-president, unless some other person is specifically authorized by vote of the Directors, shall sign all bonds, deeds, mortgages, contracts and other documents of the corporation. The president shall perform all the duties commonly incident to such office and shall perform such other duties as the Directors shall designate.

5.05 Duties of a Vice President. The vice president shall perform the duties and have the powers of the president during his or her absence or disability. A vice president shall perform such other duties and have such others powers as the Directors may designate.

5.06 Duties of the Secretary. The secretary shall ensure accurate minutes of all meetings of the foundation members and the Directors are maintained. The secretary shall attend to the giving and serving of all notices of the corporation, shall have custody of all the original records, papers, files and books of the corporation (except books of accounts and valuable papers properly in the custody of the treasurer); shall attest all instruments in writing executed in the name of the corporation and requiring his or her signature; and shall, in general, perform all the duties incident to the office of secretary and such other duties as the Directors shall designate. In the absence of the secretary, an assistant secretary or a secretary pro tempore shall perform such duties.

5.07 Duties of Treasurer. The treasurer, subject to the order of the Directors, shall have the care and custody of the funds and valuable papers of the corporation in such bank or banks as the Directors shall designate. The treasurer shall have and exercise, under the supervision of the Directors, all the powers and duties commonly incident to such office and give bond in such form and with such sureties as may be required by the Directors. The treasurer shall keep accurate books of account of the corporation's transactions, which shall be the property of the corporation, and, together with all its property in his or her possession, shall be subject at all times to the inspection and control of the Directors.

5.08 Duties of Executive Director. The executive director shall be given the necessary authority and responsibility to operate the affairs of the corporation and all its activities subject to such policies as may be adopted and such orders as may be issued by the Directors or by any committee or task force to whom they have delegated power for such action. He or she shall act as the duly authorized representative of the Directors in all matters in which the Directors have not formally designated some other person to act.

The authorities and duties of the executive director shall include the responsibility for:

a. Carrying out all policies established by the Directors.
b. Developing and submitting to the Directors for approval of plans and strategies for the corporation's affairs, including public relations, soliciting donations, and other matters intended to carry out the objectives of the corporation.

c. Preparing an annual budget showing the expected receipts and expenditures as required by the Directors.
d. Selecting and managing staff and developing and maintaining personnel policies and practices.
e. Presenting to the Directors, or their authorized committee, periodic reports reflecting the operating and financial activities of the corporation and the preparation and submission of such special reports as may be required by the Directors.
f. Attending all meetings of the Directors and committees.
g. Performing such other duties as may be necessary and in the best interest of the corporation.

5.09 Other Officers. The duties of the additional officers, other than as defined in the Bylaws of the corporation, shall be prescribed and defined by the Directors.

5.10 Authority to Sign Checks. All checks, drafts or other orders for payment of money, note or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation as provided in these Bylaws or in such manner as shall be determined by the Board of Directors.

5.11 Resignation. Any officer may resign at any time by giving written notice to the corporation, to the Directors, to the president, or to the secretary of the corporation. Any such resignation shall take effect at the time specified therein, or if the time be not specified, upon its acceptance.

5.12 Removal. Any officer or agent may be removed at any time by action of the Directors.

5.13 Vacancies. Any vacancy among the officers of the corporation shall be selected by the executive committee subject to the authority of the Directors to approve, disapprove or fill the vacancy themselves.

ARTICLE VI.
Compensation and Indemnification

6.01 Compensation of Directors. Directors shall not be compensated.

6.02 Compensation of Officers. The president, vice president, secretary and treasurer shall receive no compensation.

6.03 Repayment. Any payments made to an employee of the corporation for compensation, salary, bonus, interest, rent or expense incurred by him or her, which shall be determined to be unreasonable in whole or in part by the Internal Revenue Service pursuant to Section 4941(d) (2) (E) of the Internal Revenue Code shall be reimbursed by such employee to the corporation to the full extent of such determination of unreasonableness. It shall be the duty of the Directors to enforce repayment of each such amount. In lieu of repayment by the employee, subject to the determination of the Directors, amounts may be withheld from the employee's future compensation or expense reimbursement payments until the amount owed to the corporation shall have been recovered.

6.04 Indemnification. Any person who serves on behalf of the Foundation as a director, employee, chairperson or member of any committee, or as a director, trustee or officer of another corporation, shall be deemed to be the Foundation's agent for purposes of this Article and shall be indemnified by the Foundation against expenses (including attorney's fees), judgments, fines, excise taxes and amounts paid in settlement actually an reasonably incurred by such person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or a derivative action, by reason of such service, provided such person acted in good faith and in a manner that he or she reasonably believe to be in the best interest of the foundation and, with respect to any criminal action proceeding, had no reasonable cause to believe his or her conduct was unlawful.

ARTICLE VII.
Gifts to Corporation

7.01 In General. Donors may make gifts to the corporation by naming or otherwise identifying the corporation. Gifts shall vest in the corporation upon receipt and acceptance by it, whether signified by a Director, officer, employee or agent of the corporation.

7.02 Acceptance of Governing Documents. Each donor, by making a gift to the corporation, accepts and agrees to all of the provisions of the Articles of Incorporation and these Bylaws.

ARTICLE VIII.
Miscellaneous

8.01 Books and Records. The corporation shall keep accurate and complete books and records of account and shall keep minutes of the proceedings of its Directors and committees having any authority of the Directors. All books and records of the corporation may be inspected by any Director for any proper purpose at any reasonable time.

8.02 Parliamentary Procedure. Parliamentary Procedure shall be the code that governs the procedures of the Foundation Board of Directors' meetings.

8.03 Corporate Seal. There shall be no seal of the corporation, and all contracts and other papers of the corporation shall be authenticated without any corporate seal.

8.04 Waiver of Notice. Whenever any notice whatsoever is required to be given by these Bylaws, or the Articles of Incorporation, or any of the nonprofit corporation laws of the State of Idaho, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice for all purposes.

8.05 Contracts and Conveyances. All contracts, deeds, conveyances, negotiable instruments and other instruments of like character which have first been approved by the Directors shall be signed by the president or vice president and the secretary or an assistant secretary, or otherwise as directed by the Directors. No contract of any officer of the corporation shall be valid without previous authorization or subsequent ratification of the Directors.

8.06 Fiscal Year. The Foundation shall operate on a fiscal year beginning July 1st and ending June 30th.

8.07 Dissolution. The corporation exists for the sole purpose of providing support to Lewis-Clark State College (the "College"). Given the significant administrative contribution provided to the corporation by the College, in the event that the corporation ceases to provide such support, the corporation may be dissolved and all assets and records will be distributed exclusively to the College or its successor in interest pursuant to the Articles of Incorporation.

8.08 Amendment. These bylaws may be altered, amended or repealed at any regular or special meeting of the Directors, provided a quorum is present and provided further that notice of the substance of the proposed amendment shall be submitted to each Director within the same time and in the same manner prescribed for notice of the meeting.

CERTIFICATION

We, the undersigned President, Vice President and Secretary of the Lewis-Clark State College Foundation, Inc. an Idaho Corporation, do hereby certify that the foregoing Bylaws supersede all prior Bylaws, amended or restated, were duly adopted as the restated Bylaws of said corporation at a duly constituted meeting of the members

of the corporation at which a quorum was present, in person or by proxy, said meeting, held March 17, 2015, and that the same do now constitute the Bylaws of said corporation.

EXHIBIT "F"

Conflict of Interest Policy

Lewis-Clark State College Foundation
CONFLICTS OF INTEREST POLICY

No board member shall use his or her position, or the knowledge gained therefrom, in such a manner that conflict between the interest of the organization or any of its affiliates and his or her personal interests arises.

Each board member has a duty to place the interest of the organization foremost in any dealings with the organization and has a continuing responsibility to comply with the requirements of this policy.

Board or committee members may not obtain for themselves, their relatives, or their friends a material interest of any kind from their association with the organization.

It is, nevertheless, recognized that transactions between Lewis-Clark State College Foundation ("Foundation") and a business or other organization with whom a board member is affiliated may be beneficial to the Foundation and that the Foundation should not be precluded from entering into that beneficial transaction so long as the board member does not participate in or otherwise influence the Foundation's decision regarding the transaction.

It shall be the policy of the Foundation to require that all new Board members, prior to assuming their positions, and all present Board members, as soon as practicable after the adoption of this policy, submit in writing to the President a list of all businesses or other organizations (other than the Foundation) of which he or she is an officer, member, owner (either as a sole practitioner or partner), shareholder with a five percent (5%) or greater interest in all outstanding voting shares, employee or agent, with which the Foundation has, or may reasonably in the future have, a relationship or transaction in which the Board member or officer would have conflicting interests. Each written statement shall be resubmitted each year with any necessary changes.

The President shall become familiar with the statements of all Board members and officers in order to guide their conduct should a conflict arise. The Vice-President shall be familiar with the statement filed by the President.

At such time as any matter comes before the Board in such a way as to give rise to conflict of interest, the affected Board member or officer shall make known the potential conflict, whether disclosed by written statement or not. After answering any questions that might be asked, the affected Board member shall withdraw from the meeting until the matter has been voted upon. In the event that the affected Board member or officer fails to withdraw voluntarily, the President is empowered to require withdrawal from the room during both discussion and vote on the matter. In the event the conflict of interest affects the President, the Vice-President is empowered to require that the President withdraw in the same manner, and for the duration of discussion and action on the matter the Vice-President shall preside.

If the matter about which a conflict has arisen is the item of business for which a special meeting of the Board was called, the affected member may be counted to establish a quorum, but shall not participate in the discussion or vote on it.

ADOPTED, this 15th day of December, 1998.

EXHIBIT "G"

Code of Ethical Conduct

Directors and Officers of the LC State Foundation represent Lewis-Clark State College and its Foundation, and have a responsibility to conduct themselves in such a manner as to give a positive impression of Lewis-Clark State College to the public, students, and alumni. Directors and Officers of the LC State Foundation pledge to accept the following ethical guidelines:

1. Accountability: Faithfully abide by the Articles of Incorporation, Bylaws and policies of the LC state Foundation, and exercise reasonable care, faith and due diligence in organizational affairs.
2. Professional Excellence: Maintain a professional level of courtesy, respect and objectivity in all Foundation activities.
3. Professional Gain: Exercise the powers invested for the good of all members of the organization rather than his/her personal benefit. Transactions involving the Foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the Foundation's governing board. In addition, directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest.
4. Confidential Information: Respect the confidentiality of sensitive information known due to service.
5. Collaboration and Cooperation: Respect the diversity of opinions as expressed or acted upon by the Foundation board, committees and membership, and promote collaboration, cooperation and partnership among Foundation Members.
6. Gifts: No director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars ($50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

EXHIBIT "H"

Gift Acceptance Policy

Lewis-Clark State College Foundation
Gift Acceptance Policy
(Article VII of the Bylaws)

Gifts to Corporation:

In General

Donors may make gifts to the corporation by naming or otherwise identifying the corporation. Gifts shall vest in the corporation upon receipt and acceptance by it, whether signified by a Director, officer, employee or agent of the corporation.

Acceptance of Governing Documents

Each donor, by making a gift to the corporation, accepts and agrees to all the provisions of the Articles of Incorporation and (the) Bylaws.

Split Interest Gifts

The corporation shall have the power and authority to arrange and administer deferred and other split-interest gifts, including, but not limited to, charitable lead and remainder unitrusts and annuity trusts, and charitable gift annuities, but only as permitted by the laws of the State of Idaho. If a gift is made to the corporation or a third party (in trust or otherwise) to make income or other payments for a period of a life or lives or other periods to any individuals or for noncharitable purposes, followed by payments to the corporation, or to make income or other payments to the corporation, followed by payments to any individuals or for noncharitable purposes, only the payments to the corporation shall be regarded as subject to the corporation's Articles of Incorporation and (the) Bylaws and then only when the corporation becomes entitled to their use. The Directors may take such actions as it, from time to time, deems necessary to protect the corporation's rights to receive such payments.

Restricted Gifts, Acceptance

Any donor may, with respect to a gift made by such donor to the corporation, provide at the time of the gifts restrictions or conditions which are not inconsistent with the charitable purposes of the corporation, as to (i) the manner of distribution, including amounts, times and conditions of payment and whether from principal or income, and (ii) the name, as a memorial or otherwise, for a fund given, or addition to a fund previously held, or anonymity for the gift. Restrictions involving the naming of a fund as a memorial or otherwise may be satisfied by keeping such name appropriate accounts reflecting the interest of such funds in a common investment. Nothing in the foregoing shall obligate the corporation to accept any gift or to perform any act, which, in the opinion of the Directors, will not be in the best interests of the corporation or which may jeopardize or cause it to lose its status as an exempt organization described in Section 501 (c) (3) of the Internal Revenue Code.

EXHIBIT "I"

Policy for Accounting for Gift Revenue

Lewis-Clark State College Foundation
Policy for Accounting of Gift Revenue

1. **Fiduciary Responsibility.** Each gift, regardless of value, form, or designated use, shall be accounted for at the time of receipt until used as directed by the donors in support of the mission of the Foundation and/or the College. During such time as funds are retained, they shall be invested in accordance with procedures of the Finance and Investment Committee. The development office shall be responsible for any reports to donors on the use of their funds, to be accomplished in concert with operating managers and the accounting department.
2. **Allocation to Restricted Funds.** Gifts received for restricted purposes (either temporarily restricted or permanently restricted) shall be separately accounted for in order to maintain stewardship of these funds as donors direct. The segregation of these funds is to be performed by the accounting department, who shall report to donors on their disposition and use through the development office.
3. **Expenditure Controls.** The uses of gift revenue, especially restricted gifts shall be fully accounted for, beginning with their deposit to temporarily restricted fund accounts, stewardship, disposition reports, and with expenditures only as directed by the donor in keeping with the mission of the College and/or the Foundation.
4. **Allocation to Endowment.** Funds restricted to endowment or so restricted by the Foundation Board shall be invested and accounted for in accord with policies of the Finance and Investment Committee.
5. **Investment of Funds.** All gifts received shall be invested until used in accord with donor wishes, using short-term or long-term investment plans as defined by the Finance and Investment Committee. Funds restricted to endowment or so restricted by the Foundation Board shall be invested and accounted for as directed by the Finance and Investment Committee. Investment earnings shall be used only for the purposes board, with amounts as resolved by the Finance and Investment Committee.
6. **Accounting Reports.** Regular accounting reports will summarize the disposition of all money, illustrating their present disposition by source, purpose or use, and fundraising program, which shall be prepared for each Foundation Board meeting and distributed to the Board members.

EXHIBIT "J"

Foundation Insurance

NBP1557971C
Renewal of Number

POLICY DECLARATIONS

No. NBP1557971D

*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

Direct Bill Policy

NAMED INSURED AND ADDRESS:
LEWIS-CLARK STATE COLLEGE FOUNDATION
500 8TH AVE
LEWISTON, ID 83501

POLICY PERIOD: (MO. DAY YR.) From: 03/26/2023 To: 03/26/2024
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Foundation

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1557971C IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	$605.00
Businessowners Property Coverage Part	$50.00
TOTAL:	**$655.00**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: **STONEBRAKER MCQUARY AGENCY GROUP, INC. (2141)**
P.O. Box 9
Clarkson, WA 99403

Issued: **03/15/2023 9:05 AM**

By: Howard P. Kenney
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXHIBIT "K"

Committee Descriptions

Committee or Task Force Descriptions

Executive Committee

The Executive Committee is chaired by the President of the Foundation Board.

The members of the Executive Committee shall be: The officers of the Board, the Immediate Past President, all chairs of approved committees or task forces and other members as designated.

Responsibilities include:

* making interim decisions for the Board (to be ratified by the full Board at its subsequent meeting);
* overseeing the long-range and strategic planning of the organization;
* serving as a sounding board for new programs or policies that should come before the full Board eventually;
* enforcing membership responsibilities, including attendance policies and committee appointments;
* monitoring progress of Board and staff in achieving the current year goals;
* scrutinizing budget performance;
* maintaining a close and candid relationship with the leadership of the College;
* following and evaluating the performance of the Foundation's Executive Director;
* evaluating Board performance by recognizing superior results or levels of service and by arranging for the departure of unproductive Board members;
* acting on behalf of the Board in times of emergency or necessary expediency.

The actions of the Executive Committee are subject to revision or alteration by the Board. Minutes of Executive Committee meetings are sent to each Board member. Membership in the Executive Committee will not exceed a quorum of the full Board. A quorum at any meeting of the Executive Committee shall consist of a simple majority of the members.

Lewis-Clark State College Foundation
Other Committee or Task Force Descriptions

Finance and Investment Committee

The Finance and Investment Committee shall oversee the Foundation's budget activities and expenses; monitor the flow of funds to determine consistency between expenditures and generated revenue; manage the investment portfolio; establish financial policies; oversee the buildings and grounds owned by the Foundation.

Scholarship Committee

The Scholarship Committee shall oversee the awarding of specific scholarships; establish scholarship policies and review the process; assist in the planning of three scholarship events annually.

Other Committees or Task Forces

The Directors may designate and appoint one or more standing committees or task forces, each of which shall consist of two (2) or more Directors. These committees, to the extent provided in such resolution, shall have and exercise the authority of the Directors in the management of the corporation.

EXHIBIT "L"

Endowment Fund Fee Policy

Notice of Endowment Fund Fee Policy
LCSC Foundation

Effective July 1, 2023, the LCSC Foundation Board will implement the following policy regarding administrative fees on all funds received.

2% Fee on Donations Received

In general, a 2% administrative fee will apply to all donations received by the Foundation to offset the costs of accounting, fundraising, and other administration costs. The fee will not apply to in-kind donations.

The 2% fee will apply at the time of the donation and will be a one-time fee. The 2% fee for gift annuities will apply at the end of the annuity when the funds become available to the Foundation.

½ of 1% (.5%) Annual Fee on
Average Endowment Fund Balances

The .5% fee will be charged to Endowment Funds, Alumni Endowments, and Other Endowments. The .5% fee will not apply to the following fund classifications:

1. Gift annuities
2. General Unrestricted Funds
3. Annual Funds
4. Funds designated as Other Funds
5. LCSC Designated Funds

The .5% fee will be based on the average endowment fund balances and not on the amount of profit or loss earned or allocated for any time period. The fee will be calculated twice during each year using .25% times the fund market values at December 31 and June 30, and will be included with the December and June six months' market allocation postings.

OPERATING AGREEMENT
BETWEEN
LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.
AND
LEWIS-CLARK STATE COLLEGE

This Operating Agreement ("Operating Agreement") between Lewis-Clark State College Foundation, Inc. ("Foundation") and Lewis-Clark State College ("College") is entered into as of this 9th day of March, 2021.

WHEREAS, the Foundation was organized and incorporated April 4, 1984 for the purpose of generating voluntary private support from alumni, employees, friends, corporations, foundations, and others for the benefit of the College.

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

WHEREAS, the Foundation promotes access, excellence and relevance in higher education through financial support of the College. The Foundation is dedicated to assisting the College in the building of the endowment to address, through financial support, the long-term academic and other priorities of the College.

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 College, soliciting cash, securities, real and intellectual property, and other private resources for the support of the College, 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 College.

WHEREAS, the College 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 College 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 College. 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 College 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 College; and (3) support and assist the College 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 College to be in violation of applicable polices of the State Board; or (3) conflict with the role and mission of the College.

ARTICLE II
Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the College. The Foundation, to the extent practicable, also shall provide the College with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The College shall provide all such documents to the State Board.

ARTICLE III
College Resources and Services

1. College Employees.

a. *College/Foundation Liaison*: The College's Director of College Advancement shall serve as the College's Liaison to the Foundation and as the Foundation Executive Director.

i. The College's Director of College Advancement shall be responsible for coordinating the College's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the College to the Foundation.

ii. The College's Director of College Advancement or designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the College to the Foundation's Board of Directors regarding the College's coordination with the Foundation's fundraising efforts.

iii. The College's Director of College Advancement shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Director of College Advancement are set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement").

d. *Other College Employees Holding Key Foundation or Administrative or Policy Positions*: In the event the College and the Foundation determine it is appropriate for one or more additional College employees who function in a key administrative or policy making capacity for the College (including, but not limited to, any College Vice-President or equivalent position) to serve both the College 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 such College employee.

e. *Limited Authority of College Employees.* Notwithstanding the foregoing provisions, no College employee who functions in a key administrative or policy making capacity for the College (including, but not limited to, any College Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, and investment decisions.

2. Support Services. The College 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 College employees who provide support services to the Foundation shall remain College employees under the direction and control

of the College, unless agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the College the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. College Facilities and Equipment. The College shall provide the use of the College's office space and equipment to the Foundation upon the terms agreed to by the College and the Foundation. The terms of use (including amount of rent) of the College's office space and equipment shall be as set forth in the Service Agreement.

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

ARTICLE IV
Management and Operation of Foundation

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

1. Gift Solicitation.

Authority of College's Director of College Advancement. All Foundation gift solicitations shall be subject to the direction and control of the Director for College 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 College; 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 College.

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 College, the Foundation shall obtain the prior written approval of the College. Similarly, the Foundation shall also obtain the prior written approval of the College of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the College.

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 College shall be approved by the State Board before acceptance by the College and the Foundation. In cases where the real property is intended to be used by the College in connection with carrying out its proper functions, the real property may be conveyed directly to the College, in which case the College 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 College 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 College on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers*. The Foundation shall inform the College 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 College officials shall account for such restricted funds separate from other program and department funds in accordance with applicable College policies and shall notify the Foundation on a timely basis regarding the expenditure 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 College, 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 Board President and Vice President, or designee by the Foundation Board President, as the individual(s) with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the College; provided, however, in no event may the person(s) with Foundation signature authority for financial transactions be a College 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. College Report on Distributed Funds. On a regular basis, which shall not be less than annually, the College shall report to the Foundation on the use of restricted and unrestricted funds transferred to the College. This report shall specify the restrictions on any restricted funds. The Foundation shall approve expenditures prior to restricted fund transfers to the College and the Foundation will retain details of the uses of such funds.

6. Transfer of College Assets to the Foundation. No College 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 College 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 account, and State Board approval will be required prior to the College's transfer of such funds to the Foundation.

b. The College has gift funds that were originally transferred to the College from the Foundation and the College 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 College to the Foundation provided such funds are for investment by the Foundation for scholarship or other general College support purposes. This exception shall not apply to payments by the College to the Foundation for obligations of the College to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

d. The transfer is of funds raised by the College 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 bank accounts. 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 College 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, 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 Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; 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 College any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".

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. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the College and the State Board. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively.

ARTICLE V
Foundation Relationships with the College

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

1. Access to Records. Subject to recognized legal privileges and any third-party obligations of confidentiality and protection of proprietary information, 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.

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 College shall be limited to the College's President and any designee of the College's President.

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.

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

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 College 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 College's funding requests to the Foundation shall be communicated in writing to the Foundation's President and Executive Director by March 1 of each year, or in conjunction with the spring Finance and Investment Committee meeting.

6. Attendance of College's President at Foundation's Board of Director Meetings. The College'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 College Employees. Any supplemental compensation of College 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 College, and the College shall then pay compensation to the employee in accordance with the College's normal practice. No College employee shall receive any payments or other benefits directly from the Foundation. The Foundation Board of Directors may provide funds to the College annually for Faculty and Staff Achievement Awards, in an amount not to exceed $35,000. Such awards will be made primarily with funds donated to the Foundation for that purpose and any additional Foundation funds used will be approved by the Board of Directors in the Foundation's annual budget. The College identifies the faculty and staff who will be recipients of these awards and disburses the funds to the recipients.

ARTICLE VI
Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the College 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 College'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 College as defined by the Government Accounting Standards Board (GASB). Accordingly, the College 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, 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 College Controller's Office in sufficient time to incorporate the same into the College's statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

3. Separate Audit Rights. The College 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 College's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the College 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 College President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the College President setting forth the following items:

a. the annual financial audit report;

b. an annual report of Foundation transfers made to the College, summarized by College 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 College employees for whom the Foundation made payments to the College 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 College; 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
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 College employee represent both the College and the Foundation in any negotiation, sign for both entities in transactions, or direct any other College employee under their immediate supervision to sign for the related Party in a transaction between the College and the Foundation. This shall not prohibit College employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

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

4. Acquisition or Development or Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the College'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 College, the College shall notify the State Board at the earliest possible date. Any such proposed purchase for the College's use shall be a coordinated effort of the College 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
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 College 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 College to pay, within 180 days of written notice, all debt incurred by the Foundation on the College'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 College that is not cured within the time frame set forth above, the College 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 President 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 President of the Board of the Foundation and the College President. If the Foundation Board President and College President cannot resolve the dispute, then the dispute will be referred to the Foundation President 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 College, 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 continued support and benefit of the College.

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

President
Lewis-Clark State College
500 8th Avenue
Lewiston, ID 83501

To the Foundation:

Executive Director
Lewis-Clark State College Foundation, Inc.
500 8th Avenue
Lewiston, ID 83501

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

11. Liability. The College 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.

12. Indemnification. To the extent allowed by law, the College 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 College's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

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

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

15. 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. 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.

17. List of Attachments
   a. Exhibit A – Loaned Employee Agreement
   b. Exhibit B - Service Agreement
   c. Exhibit C – Investment Policy
   d. Exhibit D - Articles of Incorporation
   e. Exhibit E – Bylaws
   f. Exhibit F – Conflict of Interest Policy
   g. Exhibit G – Code of Ethical Conduct
   h. Exhibit H – Gift Acceptance Policy
   i. Exhibit I - Policy for Accounting for Gift Revenue
   j. Exhibit J – Foundation Insurance
   k. Exhibit K - Committee Descriptions
   l. Exhibit L – Endowment Fund Fee Policy

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

Lewis-Clark State College

By:_____
Its: President

Lewis-Clark State College Foundation, Inc.

By:_____
Its: President

EXHIBIT "A"

Loaned Employee Agreement

Not applicable at this time

EXHIBIT "B"

Service Agreement

1. Staff
   a. The Director of College Advancement, an employee of the College, shall serve as Executive Director of the Foundation and shall supervise the College Advancement staff who are likewise employees of the College and who will provide administrative services to the Foundation. The College is responsible for the employment and compensation of College Advancement Staff providing services to the Foundation, including the Director of College Advancement in his or her capacity as Executive Director of the Foundation. Subject to approval by the President of the College, the Foundation may appoint an employee of the College to serve as Treasurer. The Treasurer shall provide and/or supervise the provision of financial and accounting services for the Foundation. While providing services to the Foundation, College employees are subject to the oversight and direction of the Board of Directors of the Foundation. Executive officers of the College (President and Vice Presidents) shall not serve as Foundation Board officers or staff members.
2. Additional services the College provides to the Foundation
   a. Access to the College's financial system to receive, disburse and account for funds of the Foundation. Except for funds transferred into Foundation's brokerage accounts, all funds received by the Foundation shall be deposited with the College and credited to one or more agency accounts established in the name of the Foundation within the College's financial system. In using the College's financial services, the Foundation shall comply with the College's financial and administrative policies and procedures.
   b. Accounting services, to include cash receipts and disbursements, accounts receivable and payable, bank reconciliation, reporting and analysis, and internal auditing.
   c. Investment, insurance, and similar services.
   d. Development services, including research, information systems, donor records, communications and special events.
3. Facilities, Furnishings and Office Equipment
   a. The business office of the Foundation shall be located in the College Advancement Office at 500 8th Avenue, Lewiston, Idaho. The College will provide office space to the Foundation including providing all maintenance and utilities, and local and long-distance telephone service for use in the business of the Foundation. The furnishings, computers, copiers and other items of office equipment used in the Foundation's office are owned by the College but shall be made available for use in the business of the Foundation. The cost of repairing, maintaining and replacing such furnishings and equipment shall be paid by the College.

4. Reimbursement
   a. Except as otherwise provided in the Agreement and Exhibit "L" ("Endowment Fund Fee Policy"), the Foundation shall have no obligation to reimburse the College for costs incurred by the College for personnel, use of facilities or equipment or for other services provided to the Foundation by the College. The Foundation established a fee as referenced in Exhibit L to assist with offsetting general operating costs such as accounting, fundraising, and other administration costs in support of the mission and vision of LC State. Neither the Foundation nor the College require the fee revenue to be transferred to the College though, as mutually agreed upon, all or part of the fee revenue may be transferred to offset the cost of services provided under this agreement. No payments shall be made directly from the Foundation to College employees in connection with resources or services provided to the Foundation under this Agreement.

EXHIBIT "C"

Investment Policy

PURPOSE
The purpose of this Investment Policy Statement (IPS) is to establish a clear understanding between the Lewis-Clark State College Foundation ("Foundation") and the Foundation's professional "Advisor" as to the investment objectives and policies applicable to the Foundation's investment portfolio. This Investment Policy Statement will:

- Establish reasonable expectations, objectives and guidelines in the investment of the portfolio's assets
- Set forth an investment structure detailing permitted asset classes and expected allocation among asset classes
- Encourage effective communication between the Advisor and the Foundation.
- Create the framework for a well-diversified asset mix that can be expected to generate acceptable long term returns at a level of risk suitable to the Foundation.

This IPS is not a contract. This IPS is intended to be a summary of an investment philosophy that provides guidance for the Advisor.

ADVISOR CONTRACT
The Advisor Contract will typically be awarded for an initial three (3) year period, beginning July 1, with an option for one additional three (3) year renewal. The decision to enter a new contract or engage in an RFP process or other process shall be at the sole discretion of the Foundation Board. The Board may, at its discretion, choose to forego an RFP process or other process in favor of entering into a new contract with the existing advisor. All fees shall be firm for the term of the contract and will be included in any contract agreement. A performance review will be conducted annually at the Fall meeting, by the Foundation Finance & Investment Committee, or by any of its designated subcommittees.

If, for any reason, the Foundation should wish to discontinue the professional’s services, the Foundation, with sixty (60) days’ written notice, may terminate the contract.

INVESTMENT OBJECTIVES
The primary investment objective for the Foundation's assets is to seek long term growth. However, the Foundation does intend to withdraw 4% annually to provide for required distribution. The cash flow intentions of the Foundation are detailed in the Foundation's Spending Policy.

TIME HORIZON
For the purposes of planning, the time horizon for investments is perpetuity. The Foundation recognizes that capital values fluctuate over shorter periods and the possibility of capital loss does exist. However, historical asset class return data suggest that the risk of principal loss over a holding period of at least ten years can be minimized with the long-term investment mix employed under this IPS.

RISK TOLERANCE
The Foundation is a moderate risk taker with regard to these investment assets. The portfolio will be managed in a manner that seeks to minimize principal fluctuations over the established horizon and is consistent with the stated objectives. Financial research has demonstrated that risk is best minimized through diversification of assets.

ASSET ALLOCATION
Academic research suggests that the decision to allocate total assets among various asset classes will far outweigh security selection and other decisions that impact portfolio performance. After reviewing the long-term performance and risk characteristics of various asset classes and balancing the risks and rewards of market behavior, the following asset classes were selected to achieve the objectives of the Foundation's Portfolio.
Table 1-1

Asset Category	Target Allocation	Acceptable Range
CASH	**2%**	**1% - 10%**
FIXED INCOME	**28%**	**20% - 40%**
STOCKS	**70%**	**60%-80%**
TOTAL	**100%**	

*International stocks not to exceed 10% of the total portfolio.

Updated Allocations
From time to time, it may be desirable to amend the basic allocation policy or calculations. When such changes are made, updates will be attached to this Investment Policy Statement as Appendix A and will be considered part of this Investment Policy Statement. The Advisor will provide to the Foundation the recommended or desired targeted allocation percentages. The recommendation will fall within the acceptable range as indicated in table 1-1.

Portfolio Rebalancing
From time to time, market conditions may cause the portfolio's investment in various asset classes to vary from the targeted allocation. To remain consistent with the asset allocation guidelines established by this IPS, each asset class in which the portfolio invests shall be reviewed annually by the Advisor and rebalanced back to the recommended weighting if the actual weighting varies by 3% or more from the recommended weighting (e.g., if the targeted allocation for a particular asset class is 10% and the actual is less than 7% or more than 13%, that asset class will be adjusted back to the targeted 10% allocation by either adding assets or distributing assets to or from the other asset classes.)

DIVERSIFICATION
Investment of the Foundation's funds shall be limited to the following categories:

Permitted Investment Categories
1. Cash and cash equivalents, including money market funds, or certificates of deposit
2. ETF or Index Funds
3. Stock or Bond Mutual Funds

Excluded Categories for Investment
1. Derivatives
2. Natural resources
3. Precious metals
4. Venture capital

Investment Concentration
At all times there must be a minimum of three investment categories represented among the Foundation's assets. There shall be no maximum limit to the number of categories. No individual security held shall represent more than 15% of the total portfolio.

INVESTMENT MONITORING AND CONTROL PROCEDURES
Reports
1. Advisor shall provide the Foundation with a monthly report that lists all assets held by the Foundation, values for each asset and all transactions affecting assets within the portfolio, including additions and withdraws.
2. Advisor shall provide the Foundation on a quarterly basis and within 30 days of the end of each calendar quarter, the following reports:
   a) Portfolio performance results over the last quarter, year, 3 years and 5 years
   b) Performance results of comparative benchmarks for the same periods; performance shall be reported on a time-weighted basis.

3. Advisor shall assist in the development of investment policies, objectives and guidelines.
4. Advisor shall prepare asset allocation analyses as necessary and recommend asset allocation strategies with respect to the Foundation's objectives.
5. Advisor shall provide research on specific issues and opportunities and assist the Foundation Finance & Investment Committee in special tasks.
6. Advisor shall make tactical implementation decisions, including rebalancing, within the asset allocations ranges set by the Foundation and among investment managers with communication of such decisions and the rational at the next Foundation meeting. Such decisions will be tracked by the Advisor who will report the results of each of those decisions in its Investment Review provided to the Foundation for its quarterly meetings.
7. Advisor shall notify the Foundation Finance & Investment Committee of any significant changes in portfolio managers, personnel or ownership of any investment management firm hired by the Foundation.
8. Advisor shall, overall, be proactive with the Administration of the Foundation in the management of the Foundation's investments.

Meeting
Advisor shall meet with the Foundation's Finance and Investment Committee at least annually (or semi-annually if the Foundation chooses) in order to give a detailed report as to activity in the investment account, manager selection, tactical changes in the asset allocation weightings or other information the Foundation shall require.

Advisor shall also meet annually with the Foundation Board in January of each year to give a detailed report on the Foundation's investments.

ADOPTION
Adopted and Revised by the Foundation on this 21st day of December, 2021. Effective July 1, 2022.

EXHIBIT "D"

Articles of Incorporation

FILED/EFFECTIVE

01 MAR -9 AM 8:57

SECRETARY OF STATE
STATE OF IDAHO

02/14/2001 09:0
CT: 20457 BH: 3846
1 30.00 = 30.00 NON PROF

C 75476

ARTICLES OF AMENDMENT
LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
(now, LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.)

WHEREAS, the members of Lewis-Clark State College Educational Assistance and Development Foundation, Inc., at a duly called meeting, after proper notice, adopted the following resolution amending and restating the Articles of Incorporation to change the name of the corporation and to conform those Articles to the provisions of the Idaho Non-Profit Corporations Act by the affirmative vote of all members present at such meeting, constituting a majority of the voting power of the members of the corporation entitled to vote, to wit:

BE IT RESOLVED that the Articles of Incorporation of Lewis-Clark State College Educational Assistance and Development Foundation, Inc., be, and the same are hereby, amended and restated in their entirety as follows:

AMENDED AND RESTATED ARTICLES

ARTICLE I
Preliminary Matters

1.01 Name. The name of this corporation is LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.

1.02 Nonprofit Status. This corporation is a nonprofit corporation.

1.03 Duration. The duration of this corporation shall be perpetual.

ARTICLE II
Purposes

2.01 Charitable Scope of Purposes. This corporation is organized and shall be operated exclusively for charitable, scientific, literary, and educational purposes, within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws (hereinafter called Internal Revenue Code"), and Treasury Regulations issued thereunder. This corporation shall serve the public interest, and no part of its assets or the income therefrom shall inure to the benefit of any private individual, except for payment of

reasonable compensation for services rendered to the corporation. No substantial part of the activities of this corporation shall directly or indirectly consist of attempting to influence legislation by propaganda or otherwise, and the corporation shall not directly or indirectly participate in, or intervene (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles of incorporation, this corporation shall not conduct or carry on any activities not permitted to be conducted or carried on (a) by a corporation exempt from federal tax under§ 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

2.02 **Higher Education.** In further limitation of the general charitable purposes set forth above, this corporation is organized and shall be operated for the purpose of advancing the goals of higher education. The goals of higher education shall be broadly construed to encompass the charitable, scientific, literary, artistic, educational, social and athletic objectives normally associated with nonsectarian institutions of higher education.

2.03 **Lewis-Clark State College.** The purposes of this corporation shall be accomplished primarily by encouraging, promoting, supporting, performing and carrying out the functions, programs, operations and purposes of Lewis-Clark State College, an institution of higher education and an agency of the State of Idaho with its principal campus located in Lewiston, Idaho, so long as it is an institution of higher education and an agency of the State of Idaho or an organization described in § 501(c)(3) of the Internal Revenue Code, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code. By way of illustration and not limitation, it shall be within the purposes of this corporation to:

a. **Funds.** Coordinate fund raising activities on behalf of Lewis-Clark State College and receive, hold, invest and administer donations of every kind on its behalf.

b. **Programs.** Promote, support, develop, perform, carry out and extend the educational undertakings of Lewis-Clark State College, and in furtherance thereof, to support and conduct any and all charitable, scientific, literary, artistic, educational, social and athletic activities relating thereto.

c. **Facilities.** Support, conduct and operate such activities as may be designed or intended to facilitate or enhance the educational, cultural, living and operational conditions at Lewis-Clark State College; to provide support for, maintain, enlarge, and extend the curricula, services, faculty, staff, and real or personal properties of Lewis-Clark State College.

d. **Financial Assistance.** To provide financial or other assistance to the students, faculty and staff of Lewis-Clark State College in their efforts to acquire new knowledge and to extend the educational endeavors of Lewis-Clark State College.

e. **Cooperation.** Promote cooperation, coordination with, and assistance to other charities in the area of Lewiston, Idaho, particularly schools and hospitals.

ARTICLE III
Powers

3.01 **Statutory Powers.** This corporation shall have all rights and powers now given to nonprofit corporations generally under the laws of the State of Idaho, including those powers now set forth in § 30-3-23 of the Idaho Code, and all further and broader rights and powers which may in the future be given to nonprofit corporations generally under any subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict those corporation' s rights and powers.

3.02 **Activities.** In addition to raising funds and making grants, the corporation may, itself, actively conduct programs designed to accomplish the purposes set forth in Article II, above. Such activities may be engaged in for or on behalf of Lewis-Clark State College in order to assist it in performing its functions or carrying out its purposes.

3.03 **Limitations.** No part of the net earnings or assets of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be for the purpose of carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in, (including the publishing and distribution of statements) any political campaign on behalf of any candidate for

public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code or the corresponding section of any future federal tax code.

ARTICLE IV
No Members

The corporation shall not have any members.

ARTICLE V
Board of Directors

The affairs of the corporation shall be managed by a Board of Directors. The number of directors serving on the Board of Directors shall be fixed in accordance with the corporation's Bylaws. Other than the directors constituting the initial board of directors, who are designated in these articles, the Directors shall be elected, appointed or designated in the manner and for the term or terms provided in the Bylaws of the corporation.

The names and street addresses of the persons constituting the initial board of directors are:

Name	Address
Niel Zimmerman President - LCSC	500 Eighth Street Lewiston, ID 83501
Rita Morris Provost and Academic Vice-President - LCSC	500 Eighth Avenue Lewiston, ID 83501
Dean Froehlich Vice-President of Administrative Services - LCSC	500 Eighth Avenue Lewiston, ID 83501
Richard Meier Vice-President of Student Affairs - LCSC	500 Eighth Avenue Lewiston, ID 83501
Barbara Bowen President LCSC Alumni Association	601 Burrell Drive Lewiston, ID 83501

Gene Straughan Faculty Senate Chair Elect- LCSC	P. O. Box 189 Colton, WA 99113
Eugene Baldeck Appointed Director	2214 Vineyard Lewiston, ID 83501
Scott Arnone Appointed Director	1445 G Street, Suite 101 Lewiston, ID 83501
Charles Brown Appointed Director	322 Main Street Lewiston, ID 83501
Bob DeVleming Appointed Director	P.O. Box 57 Lewiston, ID 83501
Donna Doyle Appointed Director	566 Crestline Circle Drive Lewiston, ID 83501
Joe Hall Appointed Director	1617 21st Street Lewiston, ID 83501
Harriet Husemann Appointed Director	523 Cedar Lewiston, ID 83501
Jackie McIver Appointed Director	835 Main Street Lewiston, ID 83501
Sam Penney Appointed Director	P.O. Box 305 Lapwai, ID 83540
Joe Stegner Appointed Director	216 Prospect Lewiston, ID 83501
A. L. Alford, Jr. Elected Director	505 C Street Lewiston, ID 83501
Howard Hayes Elected Director	P.O. Box 816 Lewiston, ID 83501

Darrel Inman Elected Director	P.O. Box 856 Lewiston, ID 83501
Terry Kolb Elected Director	P.O. Box 937 Lewiston, ID 83501
William Mannschreck Elected Director	2956 Mayfair Ridge Lewiston, ID 83501
Eadie Saxton Elected Director	1035 29th Street Lewiston, ID 83501
Marilyn Stonebraker Elected Director	1224 Third Street Lewiston, ID 83501
Charles F. Woods Elected Director	308 Main Street Lewiston, ID 83501
John Young Elected Director	P.O. Box 917 Lewiston, ID 83501

ARTICLE VI
Registered Agent

6.01 **Registered Office.** The street address of the initial registered office of this corporation is the office of the Vice-President for Administrative Services, Lewis-Clark State College, Eighth Avenue and Sixth Street, Lewiston, ID 83501.

6.02 **Registered Agent.** The name and initial registered agent of the corporation at such street address is Dean A. Froehlich.

ARTICLE VII.
Distribution on Dissolution

Upon dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this corporation shall be to the Idaho State Board of Education, as the Board of Trustees of Lewis-Clark State College; provided, however, that if at such time Lewis-Clark State College or its successor in interest is not an agency of the State of Idaho or an exempt organization described in § 501(c)(3) of the Internal Revenue Code or has substantially failed or abandoned its operations or been

dissolved, then the remaining assets of the corporation shall be distributed to such other agencies of the State of Idaho or non-profit fund foundation or corporation involved in higher education which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, as the Board of Directors may direct. Any such assets not distributed shall be distributed by the district court of the county in which the principal office of the corporation is then located, excluding for any purposes or to such organizations as the court shall determine to be consistent with the purposes of the corporation.

ARTICLE VIII.
Bylaws

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the Bylaws. The Board of Directors of the corporation shall be authorized to amend the corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors.

ARTICLE VIX.
Amendment of Articles

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these articles of incorporation in any manner now or hereafter prescribed or permitted by statute.

IN WITNESS WHEREOF, the duly undersigned officers have signed and attested these Articles of Amendment.

DATED this 20th day of February 2001.

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND
DEVELOPMENT FOUNDATION

BY Edith K. Sayler
President

Attest:

John Young
Secretary

State of Idaho

Department of State.

CERTIFICATE OF INCORPORATION
OF

LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of *LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION*, duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated *April 4,* , 19 *84* .

Pete T. Cenarrusa
SECRETARY OF STATE

Denise Ahler
Corporation Clerk

CINP 779

Apr 4 8 29 AM '84

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
ARTICLES OF INCORPORATION

APRIL 1984

LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION
ARTICLES OF INCORPORATION

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LEWIS-CLARK STATE COLLEGE
EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION, Inc.
ARTICLES OF INCORPORATION

ROBERT P. BROWN, Esquire, being over the age of twenty-one (21) years, for the purpose of forming a corporation under the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3 of the Idaho Code, hereby adopts these articles of incorporation:

ARTICLE I
Preliminary Matters

1.01 Name. The name of this corporation is LEWIS-CLARK STATE COLLEGE EDUCATIONAL ASSISTANCE AND DEVELOPMENT FOUNDATION, Inc.

1.02 Nonprofit status. This corporation is a nonprofit corporation.

1.03 Duration. The duration of this corporation shall be perpetual.

ARTICLE II
Purposes

2.01 Charitable scope of purposes. This corporation is organized and shall be operated exclusively for charitable, scientific, literary, or educational purposes, within the meaning of §501(c)(3) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent Federal tax laws (hereinafter called Internal Revenue Code"), and Treasury Regulations issued thereunder. This corporation shall serve the public interest, and no part of its assets or the income therefrom shall inure to the benefit of any private individual, except for payment of reasonable compensation for services rendered to the corporation. No substantial part of the activities of this corporation shall directly or indirectly consist of attempting to influence legislation by propaganda or otherwise, and the corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles of incorporation, this corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an exempt organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code.

2.02 Higher education. In further limitation of the general charitable purposes set forth above, this corporation is organized and shall be operated for the purpose of advancing the goals of higher education. The goals of higher education shall be broadly construed to encompass the charitable, scientific, literary, artistic, educational, social and athletic objectives normally associated with nonsectarian institutions of higher education.

2.03 Lewis-Clark State College. The purposes of this corporation shall be accomplished primarily by encouraging, promoting, supporting, performing and carrying out the functions, programs, operations and purposes of Lewis-Clark State College, an institution of higher education and an agency of the State of Idaho with its principal campus located in Lewiston, Idaho, so long as it is an institution of higher education and an agency of the State of Idaho or an organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code. By way of illustration and not limitation, it shall be within the purposes of this corporation to:

a. Funds. Coordinate fund raising activities on behalf of Lewis-Clark State College and receive, hold, invest and administer donations of every kind on its behalf.

b. Programs. Promote, support, develop, perform, carry out and extend the educational undertakings of Lewis-Clark State College, and in furtherance thereof, to support and conduct any and all charitable, scientific, literary, artistic, educational, social and athletic activities relating thereto.

c. Facilities. Support, conduct and operate such activities as may be designed or intended to facilitate or enhance the educational, cultural, living and operational conditions at Lewis-Clark State College; to provide support for, maintain, enlarge, and extend the curricula, services, faculty, staff, and real or personal properties of Lewis-Clark State College.

d. Financial assistance. To provide financial or other assistance to the students, faculty and staff of Lewis-Clark State College in their efforts to acquire new knowledge and to extend the educational endeavors of Lewis-Clark State College.

e. Cooperation. Promote cooperation, coordination with, and assistance to other charities in the area of Lewiston, Idaho, particularly schools and hospitals.

ARTICLE III
Powers

3.01 Statutory powers. This corporation shall have all rights and powers now given to nonprofit corporations generally under the laws of the State of Idaho, including those powers now set forth in §30-307 of the Idaho Code, and all further and broader rights and powers which may in the future be given to nonprofit corporations generally under any subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict this corporation's rights and powers.

3.02 Activities. In addition to raising funds and making grants, the corporation may, itself, actively conduct programs designed to accomplish the purposes set forth in Article II, above. Such activities may be engaged in for or on behalf of Lewis-Clark State College in order to assist it in performing its functions or carrying out its purposes.

3.03 Limitations. No power or authority shall be exercised by this corporation in any manner or for any purpose which is not permitted for an exempt organization described in §501(c)(3) of the Internal Revenue Code, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code.

ARTICLE IV
Members

4.01 Management authority. The management of the affairs of this corporation shall be vested in its members pursuant to Section 30-314(c) of the Idaho Code.

4.02 Apportionment of voting rights among classes. All voting rights shall be exercised by a single class of membership designated "trustee members", with each trustee member entitled to one (1) vote on each matter submitted to a vote at a meeting of such members. The bylaws of the corporation may provide for the designation of any one or more classes of nonvoting members. Except as set forth in these Articles of Incorporation, the designation, number, qualifications, terms of office, manner of selection, time and place of meetings, rights, powers, and duties of the members of each class shall be prescribed in the bylaws of the corporation.

4.03 Compensation. No member of the corporation shall receive any compensation for his or her services as a member of the corporation, but the corporation may pay reasonable compensation to any person, including a member of the corporation, for other services actually rendered to the corporation.

4.04 Notice of organization meeting. Actual personal notice of the organization meeting of the members of the corporation shall be sufficient notice pursuant to Section 30-324(b) of the Idaho Code.

ARTICLE V
Directors

There shall be no directors of the corporation, the management of the affairs of the corporation being vested in the trustee members pursuant to Section 30-314 of the Idaho Code.

ARTICLE VI
Principal Organizer

6.01 Name. The name of the principal organizer of this corporation is LEE A. VICKERS, who is over the age of twenty-one (21) years.

6.02 Address. The street address of the principal organizer is Office of the President, 8th Avenue and 6th Street, Lewiston, Idaho 83501.

ARTICLE VII
Registered Office and Registered Agent

7.01 Registered office. The street address of the initial registered office of this corporation is Office of the President, Lewis-Clark State College, 8th Avenue and 6th Street, Lewiston, Idaho 83501.

7.02 Registered agent. The name of the initial registered agent at such street address is LEE A. VICKERS.

ARTICLE VIII
Amendment of Articles

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these articles of incorporation in any manner now or hereafter prescribed or permitted by statute.

ARTICLE IX
Dissolution

In the event of termination, dissolution or liquidation of this corporation, the net assets remaining after payment of all debts and obligations of the corporation shall be transferred and conveyed exclusively to Lewis-Clark State College or its successors-in-interest; provided, however, that if at such time Lewis-Clark State College or its successor-in-interest is not an agency of the State of Idaho or an exempt organization described in §501(c)(3) of the Internal Revenue Code, or has substantially failed or abandoned its operations or been dissolved, then the

remaining assets of this corporation shall be distributed to such other agencies of the State of Idaho and exempt organizations described in §501(c)(3) of the Internal Revenue Code involved in higher education as the board of directors may direct.

ARTICLE X
Incorporator

10.01 Name. The name of the incorporator of this corporation is ROBERT P. BROWN, Esquire, who is over the age of twenty-one (21) years.

10.02 Address. The street address of the incorporator is 13th and Idaho Streets, Lewiston, Idaho 83501.

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation in duplicate this 2nd day of April, 1984.

Robert P. Brown (SEAL)
ROBERT P. BROWN, Incorporator

STATE OF I D A H O)
: ss.
County of NEZ PERCE)

On this 2nd day of April, 1984, before me the undersigned, a notary public in and for the State of Idaho, personally appeared ROBERT P. BROWN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

Betty E. Knight
Notary Public in and for the State of Idaho, Residing at Lewiston, therein.

(S E A L)

EXHIBIT "E"

Bylaws

AMENDED AND RESTATED BYLAWS OF LEWIS-CLARK STATE COLLEGE FOUNDATION, INC.

ARTICLE I.
In General

1.01 Nature of Bylaws. The following paragraphs contain provisions for the regulation and management of LEWIS-CLARK STATE COLLEGE FOUNDATION, INC., a nonprofit corporation organized and operating under the laws of the State of Idaho.

1.02 Conflicts. In the event that there is a conflict between a provision of these Bylaws and a mandatory provision of the laws of the State of Idaho, or the Articles of Incorporation of the corporation, then the mandatory provision of the laws of the State of Idaho, or the Articles of Incorporation shall control.

ARTICLE II.
Principal Office

2.01 Principal Office. The principal office of the corporation in the State of Idaho shall be located at Lewis-Clark State College, 500 8th Avenue Lewiston, ID 83501. The corporation may have such other offices, either within or without the State of Idaho, as the Directors may designate from time to time.

ARTICLE III.
Non-Director Members

3.01 Foundation Members. In addition to the Directors as defined in Article IV below, the corporation may recognize a class of benefactors and supporters designated as “Foundation Members”, which class may be further subdivided into any number of subclasses as may be determined by the Directors.

3.02 No Management Authority or Voting Rights. Foundation Members, as described in 3.01 above, shall have no authority to manage the affairs of the corporation, and shall not be entitled to vote on any matter relating to the corporation. Foundation Members shall have the right to attend and participate in meetings of the Directors.

3.03 Rights and Privileges. Except as may be otherwise provided in these Bylaws or the Articles of Incorporation, Foundation Members shall have such recognition, rights, privileges as may be determined by the Board of Directors. Foundation Members are invited to attend meetings of the Board of Directors.

3.04 Selection. Individuals or organizations who are interested in the objectives and purposes of the corporation may be admitted as Foundation Members by majority vote of the Directors upon meeting such qualifications as may be determined by the Directors.

3.05 Designated Members. The following individuals shall serve as Designated Members by virtue of their offices, to serve for the term of their respective offices. Designated Members do not have voting rights.

a. The President of Lewis-Clark State College.
b. The Provost and Vice President for Academic Affairs of Lewis-Clark State College.
c. The Vice President for Finance and Administration of Lewis-Clark State College.

d. The Foundation Treasurer as appointed by Lewis-Clark State College with the consent of the Foundation.
e. The Faculty Senate Chair Elect of the Lewis-Clark State College Faculty Association.
f. The Lewis-Clark State College Alumni Association Board Representative.
g. The Vice President of Student Affairs of Lewis-Clark State College.

3.06 Membership Roster and Certificates. The corporation shall maintain a roster of Foundation Members, and may issue certificates, cards, or other evidence of association.

3.07 Personal Status of Association. Association as a Foundation Member shall be personal to the associate admitted, and shall not survive the death of any individual associate nor be transferred by any means whatsoever.

3.08 Resignation. A Foundation Member may resign at any time by written notice to the corporation.

3.09 Removal. Association as a Foundation Member may be reviewed for any action which is detrimental to the best interests of the corporation, or for failure to actively support corporate purposes, or to actively participate in corporate activities. Removal shall require the affirmative vote of a majority of the Directors.

ARTICLE IV.
Directors

4.01 General Powers. All corporate powers shall be exercised by or under the authority of the Board of Directors. The business and affairs of the corporation shall also be managed under the direction of the Board of Directors, except as otherwise provided in the Idaho Non-Profit Corporation Act or the Articles of Incorporation.

4.02 Presumption of Assent. A Director of the corporation who is present at a meeting of its Board of Directors at which any action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the secretary of the corporation within three days after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in favor of such action.

4.03 Qualification. Directors need not be officers of the corporation nor residents of the State of Idaho.

4.04 Elected Directors. The corporation shall have such Directors as may be elected by majority vote of the Directors, as then constituted, at the annual meeting of Directors. The number of such elected Directors serving at any time shall, in no event, exceed thirty (30). Each Director, including the Director whose terms are expiring, shall have the right to vote for as many persons as there are Directors to be elected, but no Director shall be entitled to cumulate his or her votes.

4.05 Terms of Elected Directors. The terms of the Elected Directors pursuant to Article 4.04 shall serve for a period of three (3) years until the annual meeting in the year in which their respective terms expire and until their successors are duly appointed or elected and qualified.

4.06 Resignation. Any Director may resign at any time giving written notice to the corporation. Any such resignation shall take effect at the time specified therein, or if the time be not specified, upon its acceptance by the corporation.

4.07 Removal. An elected or appointed Director may be removed from office prior to expiration of the term of office by the vote of at least two-thirds (2/3) of the Directors other than the Director voted upon, at any regular or special meeting of Directors. Unexcused absences from two (2) consecutive meetings of the Directors shall be cause for consideration of removal of a Director. The Designated Director is not subject to removal.

4.08 Vacancies. A vacancy among the Directors shall be deemed to exist upon death, resignation or removal of a Director. The vacancy of a Director shall be filled by his or her successor in office at the time the office is assumed. The vacancy of a Designated Director shall be filled by appointment of the Executive Committee. A Director appointed or elected to fill a vacancy shall serve the unexpired term of his predecessor in office.

4.09 Place of Meetings. All meetings of the Directors shall be held at the principal office of the corporation or at such other place, either within or without the State of Idaho, as the Directors may, from time to time, direct.

4.10 Organization of Meeting. The president of the corporation shall act as chairman of meetings of Directors. In the absence of the president, the next Officer shall act as chairman: vice president, then secretary, respectively.

4.11 Annual Meetings. The annual meetings of the Directors shall be held in the spring each year. In the event that such annual meeting is omitted by oversight or otherwise, it may be held at a subsequent special meeting called in accordance with the provisions of these Bylaws and the laws of the State of Idaho, and any business transacted or elections held at such meetings shall be valid as if transacted or held at the annual meeting.

4.12 Special Meetings. A special meeting of the Directors may be called at any time by the president, and shall be called by the president upon the written request of a majority of the Directors.

4.13 Notice of Meetings. Written notice of each meeting of Directors stating the place, day or hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than two (2) days before the date of the meeting. Exceptions may occur with extenuating circumstances. If mailed, such notice shall be deemed to be delivered three (3) days after they are deposited in the United States Mail addressed to the Director at his or her address as it appears on the records of the corporation, with postage paid thereon.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The Directors may waive notice of any meeting, and written waiver of notice executed either before or after the meeting shall be sufficient.

Any adjournment or adjournments of an annual or special meeting to another time and place may be held without new notice being given.

4.14 Quorum. A simple majority (defined as 51% or more) of the voting Directors shall constitute a quorum for the transaction of business. The act of a majority (defined as 51% or more) of the Directors present at a meeting at which a quorum is present shall be the act of the Directors.

Foundation Members and Designated Members shall not be considered to constitute a quorum and do not have voting rights.

If, at any meeting of the Directors, there shall be less than a quorum present, those present may adjourn the meeting without notice other than by announcement at the meeting. If, subsequently additional directors arrive and a quorum is present, such meeting can be re-convened and any business may be transacted which might have been transacted at the meeting as originally notified.

4.15 Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by a simple majority of the Directors, or by a simple majority of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

4.16 Powers and Duties. The Directors shall establish policies and have the general management, control and direction of all the business and affairs of the corporation and of all its undertakings to the fullest extent permitted by law. In addition to all powers granted by law, Directors shall have power and authority:

a. To call meetings of the Directors whenever deemed proper or necessary.
b. To elect officers of the corporation, to appoint such employees or agents as they deem necessary or proper, to confer upon any officer the power to appoint, remove and suspend officers, employees and agents, and to similarly remove any officer, employee or agent with or without cause.
c. To determine the policies of the corporation and to make such rules and regulations as may be deemed necessary or proper for the government and guidance of the officers, employees and Directors of the corporation, not inconsistent with the laws of the State of Idaho, the Articles of Incorporation, these Bylaws or the Operating Agreement.
d. To oversee the security and safekeeping of endowment funds to insure that the same are invested in accordance with the Uniform Prudent Management of Institutional Funds Act as adopted by the State of Idaho and in a manner consistent with the objectives of the corporation. These duties include cooperation with any investment committee or external investment advisors that may be designated by the Directors.
e. To purchase or otherwise acquire, and to sell, convey, and otherwise dispose of assets on behalf of the corporation at such prices and upon which terms as the Directors may deem appropriate.
f. To approve payment for such property, rights or privileges, in whole or in part, with money or other securities of the corporation, or by delivery of other property of the corporation.
g. To approve an action to borrow money and incur indebtedness; to create, make and issue mortgages, deeds of trust, trust and annuity agreements and negotiable or transferable instruments and securities; to do every other act necessary to effectuate the same.
h. To hold, operate, leave, invest, reinvest and otherwise manage real and personal property of every kind and description.
i. To fix the compensation, fringe benefits and emoluments of officers and other employees in accordance with noted Article VI.
j. To select one or more financial institutions to act as depositor of the funds of the corporation and to determine the manner of receiving, depositing and disbursing the funds of the corporation.
k. To determine by whom and in what manner the corporation bills, notes, receipts, acceptances, endorsements, checks, releases, contracts or other documents shall be signed, and to confer and delegate such power.
l. To do everything necessary or proper for the carrying out of the objects and purposes of the corporation as set forth in the Articles of Incorporation.

Notwithstanding the general delegation of authority granted, the Directors shall support and assist the College in fundraising and donor relations. In carrying out its purposes the Foundation Directors shall not engage in activities that conflict with federal or state laws, rules and regulations (including but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations), applicable policies of the Idaho State Board of Education or the role and mission of the College.

4.17 Executive Committee. There shall be an executive Committee which shall have and may exercise all of the authority of the Directors other than in reference to amendment of the Articles of Incorporation, adoption of a plan of merger or consolidation of the corporation, the sale, lease, exchange or other disposition of all or substantially all the assets of the corporation otherwise than in the usual and regular course of its activities, a voluntary dissolution of the corporation or a revocation thereof, or amendment of the Bylaws of the corporation. The members of this committee shall be: The officers of the Board, the Immediate Past President, all chairs of approved committees or task forces and other members as designated.

All action of the executive committee shall be reported to the Directors at its next meeting succeeding such action, and shall be subject to revision or alteration by the Directors, provided that no rights or acts of third parties shall be affected by any such revision or alteration.

A quorum at any meeting of the executive committee shall consist of a simple majority of the Executive Committee Members.

4.18 Scholarship Committee. The Directors may designate two or more members as a scholarship committee. These committees, to the extent provided in the resolution below, shall have and exercise the authority of the Directors in the management of the corporation.
To promote the Foundation Scholars Program:

a. Establish and maintain scholarship criteria and policies including approval/disapproval of any exceptions to policy
b. Select scholarship recipients on an annual basis
c. Provide to the Finance & Investment Committee any information that could impact the amount of the annual scholarship award and/or the number of new scholarships to be given
d. Provide support, encouragement and develop rapport with individual Foundation Scholars through attendance at social functions such as the orientation at the beginning of the academic year, a winter holiday party, a reception at the LCSC President's home, and/or through a graduation recognition event
e. Maintain long-term contact with Foundation Scholars, at the minimum annually, in recognition that these scholars are the future ambassadors for the Foundation

To meet as often as required to review other scholarship applications as requested and select recipients in accordance with established individual scholarship criteria

To participate in the annual Scholarship Luncheon to honor LCSC Foundation and Alumni Association scholarship recipients and donors.

4.19 Finance & Investment Committee. The Directors may designate two more members as the Finance & Investment Committee. These committees, to the extent provided in the resolution below, shall have and exercise the authority of the Directors in the management of the corporation.
Finance & Investment Committee of the Foundation shall have the following responsibilities:

a. Oversight of endowment investments. Allocate investments among assets classes according to the investment policy statement. Review the performance of investment portfolio and advisor at least annually.
b. Approve annual distribution of endowments according to the foundation spending policy. For underwater endowments determine if distribution will be paid. If underwater endowment distributions are made, determine the source of funding, including General Unrestricted Funds, Bryden Canyon Quasi-Endowment or other funding sources.
c. Select the number of Foundation scholar scholarships awarded to freshman each year. For scholarships awarded in excess of funds available in the Foundation Scholars Program, determine if distribution will be paid from General Unrestricted Funds, Bryden Canyon Quasi-Endowment or other funding sources.
d. Review financial reports and examine fund balances. Develop the annual operating budget two months before the start of each fiscal year.
e. Approve charitable gift annuities established with gifts of more than $100,000 per beneficiary. For annuities established with gifts of more than $200,000 per beneficiary, submit recommendation for full board approval.
f. Approve acceptance of gifts of assets other than cash. For noncash gifts in excess of $200,000, submit recommendation for full board approval. Acceptance of marketable securities does not require approval by the committee. Marketable securities will be liquidated immediately upon receipt.

4.20 Other Committees or Task Forces. The Directors may designate and appoint one or more standing committees or task forces, each of which shall consist of two (2) or more Directors. These committees, to the extent provided in such resolution, shall have and exercise the authority of the Directors in the management of the corporation.

ARTICLE V.
Officers

5.01 Qualification. An Officer must be a Director of the corporation with the exception of the Treasurer, who may be a Designated Member as described in Section 3.05.

5.02 Offices. The offices of the corporation shall consist of president, vice president, secretary, and treasurer and such other offices as the Directors may choose to appoint.

5.03 Election. The officers of the corporation, with the exception of the Treasurer, shall be elected by the Directors at the organizational meeting of Directors and at such annual meeting of Directors thereafter. Officers shall be elected or appointed for a term extending for two years until the next annual meeting of the Directors and shall serve until their successors shall have been duly elected and qualified.

5.04 Duties of President. The president shall be the chief executive officer of the corporation and shall attend and preside at all meetings of the Directors and any executive committee of the Directors. The president shall have responsibility for the planning and implementation of the corporation's activities and the appointment of employees of the corporation, subject to the advisement and approval of the Directors. The president or vice-president, unless some other person is specifically authorized by vote of the Directors, shall sign all bonds, deeds, mortgages, contracts and other documents of the corporation. The president shall perform all the duties commonly incident to such office and shall perform such other duties as the Directors shall designate.

5.05 Duties of a Vice President. The vice president shall perform the duties and have the powers of the president during his or her absence or disability. A vice president shall perform such other duties and have such others powers as the Directors may designate.

5.06 Duties of the Secretary. The secretary shall ensure accurate minutes of all meetings of the foundation members and the Directors are maintained. The secretary shall attend to the giving and serving of all notices of the corporation, shall have custody of all the original records, papers, files and books of the corporation (except books of accounts and valuable papers properly in the custody of the treasurer); shall attest all instruments in writing executed in the name of the corporation and requiring his or her signature; and shall, in general, perform all the duties incident to the office of secretary and such other duties as the Directors shall designate. In the absence of the secretary, an assistant secretary or a secretary pro tempore shall perform such duties.

5.07 Duties of Treasurer. The treasurer, subject to the order of the Directors, shall have the care and custody of the funds and valuable papers of the corporation in such bank or banks as the Directors shall designate. The treasurer shall have and exercise, under the supervision of the Directors, all the powers and duties commonly incident to such office and give bond in such form and with such sureties as may be required by the Directors. The treasurer shall keep accurate books of account of the corporation's transactions, which shall be the property of the corporation, and, together with all its property in his or her possession, shall be subject at all times to the inspection and control of the Directors.

5.08 Duties of Executive Director. The executive director shall be given the necessary authority and responsibility to operate the affairs of the corporation and all its activities subject to such policies as may be adopted and such orders as may be issued by the Directors or by any committee or task force to whom they have delegated power for such action. He or she shall act as the duly authorized representative of the Directors in all matters in which the Directors have not formally designated some other person to act.

The authorities and duties of the executive director shall include the responsibility for:

a. Carrying out all policies established by the Directors.
b. Developing and submitting to the Directors for approval of plans and strategies for the corporation's affairs, including public relations, soliciting donations, and other matters intended to carry out the objectives of the corporation.

c. Preparing an annual budget showing the expected receipts and expenditures as required by the Directors.
d. Selecting and managing staff and developing and maintaining personnel policies and practices.
e. Presenting to the Directors, or their authorized committee, periodic reports reflecting the operating and financial activities of the corporation and the preparation and submission of such special reports as may be required by the Directors.
f. Attending all meetings of the Directors and committees.
g. Performing such other duties as may be necessary and in the best interest of the corporation.

5.09 Other Officers. The duties of the additional officers, other than as defined in the Bylaws of the corporation, shall be prescribed and defined by the Directors.

5.10 Authority to Sign Checks. All checks, drafts or other orders for payment of money, note or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation as provided in these Bylaws or in such manner as shall be determined by the Board of Directors.

5.11 Resignation. Any officer may resign at any time by giving written notice to the corporation, to the Directors, to the president, or to the secretary of the corporation. Any such resignation shall take effect at the time specified therein, or if the time be not specified, upon its acceptance.

5.12 Removal. Any officer or agent may be removed at any time by action of the Directors.

5.13 Vacancies. Any vacancy among the officers of the corporation shall be selected by the executive committee subject to the authority of the Directors to approve, disapprove or fill the vacancy themselves.

ARTICLE VI.
Compensation and Indemnification

6.01 Compensation of Directors. Directors shall not be compensated.

6.02 Compensation of Officers. The president, vice president, secretary and treasurer shall receive no compensation.

6.03 Repayment. Any payments made to an employee of the corporation for compensation, salary, bonus, interest, rent or expense incurred by him or her, which shall be determined to be unreasonable in whole or in part by the Internal Revenue Service pursuant to Section 4941(d) (2) (E) of the Internal Revenue Code shall be reimbursed by such employee to the corporation to the full extent of such determination of unreasonableness. It shall be the duty of the Directors to enforce repayment of each such amount. In lieu of repayment by the employee, subject to the determination of the Directors, amounts may be withheld from the employee's future compensation or expense reimbursement payments until the amount owed to the corporation shall have been recovered.

6.04 Indemnification. Any person who serves on behalf of the Foundation as a director, employee, chairperson or member of any committee, or as a director, trustee or officer of another corporation, shall be deemed to be the Foundation's agent for purposes of this Article and shall be indemnified by the Foundation against expenses (including attorney's fees), judgments, fines, excise taxes and amounts paid in settlement actually an reasonably incurred by such person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or a derivative action, by reason of such service, provided such person acted in good faith and in a manner that he or she reasonably believe to be in the best interest of the foundation and, with respect to any criminal action proceeding, had no reasonable cause to believe his or her conduct was unlawful.

ARTICLE VII.
Gifts to Corporation

7.01 In General. Donors may make gifts to the corporation by naming or otherwise identifying the corporation. Gifts shall vest in the corporation upon receipt and acceptance by it, whether signified by a Director, officer, employee or agent of the corporation.

7.02 Acceptance of Governing Documents. Each donor, by making a gift to the corporation, accepts and agrees to all of the provisions of the Articles of Incorporation and these Bylaws.

ARTICLE VIII.
Miscellaneous

8.01 Books and Records. The corporation shall keep accurate and complete books and records of account and shall keep minutes of the proceedings of its Directors and committees having any authority of the Directors. All books and records of the corporation may be inspected by any Director for any proper purpose at any reasonable time.

8.02 Parliamentary Procedure. Parliamentary Procedure shall be the code that governs the procedures of the Foundation Board of Directors' meetings.

8.03 Corporate Seal. There shall be no seal of the corporation, and all contracts and other papers of the corporation shall be authenticated without any corporate seal.

8.04 Waiver of Notice. Whenever any notice whatsoever is required to be given by these Bylaws, or the Articles of Incorporation, or any of the nonprofit corporation laws of the State of Idaho, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice for all purposes.

8.05 Contracts and Conveyances. All contracts, deeds, conveyances, negotiable instruments and other instruments of like character which have first been approved by the Directors shall be signed by the president or vice president and the secretary or an assistant secretary, or otherwise as directed by the Directors. No contract of any officer of the corporation shall be valid without previous authorization or subsequent ratification of the Directors.

8.06 Fiscal Year. The Foundation shall operate on a fiscal year beginning July 1st and ending June 30th.

8.07 Dissolution. The corporation exists for the sole purpose of providing support to Lewis-Clark State College (the "College"). Given the significant administrative contribution provided to the corporation by the College, in the event that the corporation ceases to provide such support, the corporation may be dissolved and all assets and records will be distributed exclusively to the College or its successor in interest pursuant to the Articles of Incorporation.

8.08 Amendment. These bylaws may be altered, amended or repealed at any regular or special meeting of the Directors, provided a quorum is present and provided further that notice of the substance of the proposed amendment shall be submitted to each Director within the same time and in the same manner prescribed for notice of the meeting.

CERTIFICATION

We, the undersigned President, Vice President and Secretary of the Lewis-Clark State College Foundation, Inc. an Idaho Corporation, do hereby certify that the foregoing Bylaws supersede all prior Bylaws, amended or restated, were duly adopted as the restated Bylaws of said corporation at a duly constituted meeting of the members

of the corporation at which a quorum was present, in person or by proxy, said meeting, held March 17, 2015, and that the same do now constitute the Bylaws of said corporation.

EXHIBIT "F"

Conflict of Interest Policy

Lewis-Clark State College Foundation
CONFLICTS OF INTEREST POLICY

No board member shall use his or her position, or the knowledge gained therefrom, in such a manner that conflict between the interest of the organization or any of its affiliates and his or her personal interests arises.

Each board member has a duty to place the interest of the organization foremost in any dealings with the organization and has a continuing responsibility to comply with the requirements of this policy.

Board or committee members may not obtain for themselves, their relatives, or their friends a material interest of any kind from their association with the organization.

It is, nevertheless, recognized that transactions between Lewis-Clark State College Foundation ("Foundation") and a business or other organization with whom a board member is affiliated may be beneficial to the Foundation and that the Foundation should not be precluded from entering into that beneficial transaction so long as the board member does not participate in or otherwise influence the Foundation's decision regarding the transaction.

It shall be the policy of the Foundation to require that all new Board members, prior to assuming their positions, and all present Board members, as soon as practicable after the adoption of this policy, submit in writing to the President a list of all businesses or other organizations (other than the Foundation) of which he or she is an officer, member, owner (either as a sole practitioner or partner), shareholder with a five percent (5%) or greater interest in all outstanding voting shares, employee or agent, with which the Foundation has, or may reasonably in the future have, a relationship or transaction in which the Board member or officer would have conflicting interests. Each written statement shall be resubmitted each year with any necessary changes.

The President shall become familiar with the statements of all Board members and officers in order to guide their conduct should a conflict arise. The Vice-President shall be familiar with the statement filed by the President.

At such time as any matter comes before the Board in such a way as to give rise to conflict of interest, the affected Board member or officer shall make known the potential conflict, whether disclosed by written statement or not. After answering any questions that might be asked, the affected Board member shall withdraw from the meeting until the matter has been voted upon. In the event that the affected Board member or officer fails to withdraw voluntarily, the President is empowered to require withdrawal from the room during both discussion and vote on the matter. In the event the conflict of interest affects the President, the Vice-President is empowered to require that the President withdraw in the same manner, and for the duration of discussion and action on the matter the Vice-President shall preside.

If the matter about which a conflict has arisen is the item of business for which a special meeting of the Board was called, the affected member may be counted to establish a quorum, but shall not participate in the discussion or vote on it.

ADOPTED, this 15th day of December, 1998.

EXHIBIT "G"

Code of Ethical Conduct

Directors and Officers of the LC State Foundation represent Lewis-Clark State College and its Foundation, and have a responsibility to conduct themselves in such a manner as to give a positive impression of Lewis-Clark State College to the public, students, and alumni. Directors and Officers of the LC State Foundation pledge to accept the following ethical guidelines:

1. Accountability: Faithfully abide by the Articles of Incorporation, Bylaws and policies of the LC state Foundation, and exercise reasonable care, faith and due diligence in organizational affairs.
2. Professional Excellence: Maintain a professional level of courtesy, respect and objectivity in all Foundation activities.
3. Professional Gain: Exercise the powers invested for the good of all members of the organization rather than his/her personal benefit. Transactions involving the Foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the Foundation's governing board. In addition, directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest.
4. Confidential Information: Respect the confidentiality of sensitive information known due to service.
5. Collaboration and Cooperation: Respect the diversity of opinions as expressed or acted upon by the Foundation board, committees and membership, and promote collaboration, cooperation and partnership among Foundation Members.
6. Gifts: No director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars ($50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

EXHIBIT "H"

Gift Acceptance Policy

Lewis-Clark State College Foundation
Gift Acceptance Policy
(Article VII of the Bylaws)

Gifts to Corporation:

In General

Donors may make gifts to the corporation by naming or otherwise identifying the corporation. Gifts shall vest in the corporation upon receipt and acceptance by it, whether signified by a Director, officer, employee or agent of the corporation.

Acceptance of Governing Documents

Each donor, by making a gift to the corporation, accepts and agrees to all the provisions of the Articles of Incorporation and (the) Bylaws.

Split Interest Gifts

The corporation shall have the power and authority to arrange and administer deferred and other split-interest gifts, including, but not limited to, charitable lead and remainder unitrusts and annuity trusts, and charitable gift annuities, but only as permitted by the laws of the State of Idaho. If a gift is made to the corporation or a third party (in trust or otherwise) to make income or other payments for a period of a life or lives or other periods to any individuals or for noncharitable purposes, followed by payments to the corporation, or to make income or other payments to the corporation, followed by payments to any individuals or for noncharitable purposes, only the payments to the corporation shall be regarded as subject to the corporation's Articles of Incorporation and (the) Bylaws and then only when the corporation becomes entitled to their use. The Directors may take such actions as it, from time to time, deems necessary to protect the corporation's rights to receive such payments.

Restricted Gifts, Acceptance

Any donor may, with respect to a gift made by such donor to the corporation, provide at the time of the gifts restrictions or conditions which are not inconsistent with the charitable purposes of the corporation, as to (i) the manner of distribution, including amounts, times and conditions of payment and whether from principal or income, and (ii) the name, as a memorial or otherwise, for a fund given, or addition to a fund previously held, or anonymity for the gift. Restrictions involving the naming of a fund as a memorial or otherwise may be satisfied by keeping such name appropriate accounts reflecting the interest of such funds in a common investment. Nothing in the foregoing shall obligate the corporation to accept any gift or to perform any act, which, in the opinion of the Directors, will not be in the best interests of the corporation or which may jeopardize or cause it to lose its status as an exempt organization described in Section 501 (c) (3) of the Internal Revenue Code.

EXHIBIT "I"

Policy for Accounting for Gift Revenue

Lewis-Clark State College Foundation
Policy for Accounting of Gift Revenue

1. **Fiduciary Responsibility.** Each gift, regardless of value, form, or designated use, shall be accounted for at the time of receipt until used as directed by the donors in support of the mission of the Foundation and/or the College. During such time as funds are retained, they shall be invested in accordance with procedures of the Finance and Investment Committee. The development office shall be responsible for any reports to donors on the use of their funds, to be accomplished in concert with operating managers and the accounting department.
2. **Allocation to Restricted Funds.** Gifts received for restricted purposes (either temporarily restricted or permanently restricted) shall be separately accounted for in order to maintain stewardship of these funds as donors direct. The segregation of these funds is to be performed by the accounting department, who shall report to donors on their disposition and use through the development office.
3. **Expenditure Controls.** The uses of gift revenue, especially restricted gifts shall be fully accounted for, beginning with their deposit to temporarily restricted fund accounts, stewardship, disposition reports, and with expenditures only as directed by the donor in keeping with the mission of the College and/or the Foundation.
4. **Allocation to Endowment.** Funds restricted to endowment or so restricted by the Foundation Board shall be invested and accounted for in accord with policies of the Finance and Investment Committee.
5. **Investment of Funds.** All gifts received shall be invested until used in accord with donor wishes, using short-term or long-term investment plans as defined by the Finance and Investment Committee. Funds restricted to endowment or so restricted by the Foundation Board shall be invested and accounted for as directed by the Finance and Investment Committee. Investment earnings shall be used only for the purposes board, with amounts as resolved by the Finance and Investment Committee.
6. **Accounting Reports.** Regular accounting reports will summarize the disposition of all money, illustrating their present disposition by source, purpose or use, and fundraising program, which shall be prepared for each Foundation Board meeting and distributed to the Board members.

EXHIBIT "J"

Foundation Insurance

NBP1557971C
Renewal of Number

POLICY DECLARATIONS

No. NBP1557971D

*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

Direct Bill Policy

NAMED INSURED AND ADDRESS:
LEWIS-CLARK STATE COLLEGE FOUNDATION
500 8TH AVE
LEWISTON, ID 83501

POLICY PERIOD: (MO. DAY YR.) From: 03/26/2023 To: 03/26/2024
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Foundation

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1557971C IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	$605.00
Businessowners Property Coverage Part	$50.00
TOTAL:	**$655.00**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: **STONEBRAKER MCQUARY AGENCY GROUP, INC. (2141)**
P.O. Box 9
Clarkson, WA 99403

Issued: **03/15/2023 9:05 AM**

By: Howard P. Kenney
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXHIBIT "K"

Committee Descriptions
Committee or Task Force Descriptions

Executive Committee

The Executive Committee is chaired by the President of the Foundation Board.

The members of the Executive Committee shall be: The officers of the Board, the Immediate Past President, all chairs of approved committees or task forces and other members as designated.

Responsibilities include:

* making interim decisions for the Board (to be ratified by the full Board at its subsequent meeting);
* overseeing the long-range and strategic planning of the organization;
* serving as a sounding board for new programs or policies that should come before the full Board eventually;
* enforcing membership responsibilities, including attendance policies and committee appointments;
* monitoring progress of Board and staff in achieving the current year goals;
* scrutinizing budget performance;
* maintaining a close and candid relationship with the leadership of the College;
* following and evaluating the performance of the Foundation's Executive Director;
* evaluating Board performance by recognizing superior results or levels of service and by arranging for the departure of unproductive Board members;
* acting on behalf of the Board in times of emergency or necessary expediency.

The actions of the Executive Committee are subject to revision or alteration by the Board. Minutes of Executive Committee meetings are sent to each Board member. Membership in the Executive Committee will not exceed a quorum of the full Board. A quorum at any meeting of the Executive Committee shall consist of a simple majority of the members.

Lewis-Clark State College Foundation
Other Committee or Task Force Descriptions

Finance and Investment Committee

The Finance and Investment Committee shall oversee the Foundation's budget activities and expenses; monitor the flow of funds to determine consistency between expenditures and generated revenue; manage the investment portfolio; establish financial policies; oversee the buildings and grounds owned by the Foundation.

Scholarship Committee

The Scholarship Committee shall oversee the awarding of specific scholarships; establish scholarship policies and review the process; assist in the planning of three scholarship events annually.

Other Committees or Task Forces

The Directors may designate and appoint one or more standing committees or task forces, each of which shall consist of two (2) or more Directors. These committees, to the extent provided in such resolution, shall have and exercise the authority of the Directors in the management of the corporation.

EXHIBIT "L"

Endowment Fund Fee Policy

Notice of Endowment Fund Fee Policy
LCSC Foundation

Effective July 1, 2023, the LCSC Foundation Board will implement the following policy regarding administrative fees on all funds received.

2% Fee on Donations Received

In general, a 2% administrative fee will apply to all donations received by the Foundation to offset the costs of accounting, fundraising, and other administration costs. The fee will not apply to in-kind donations.

The 2% fee will apply at the time of the donation and will be a one-time fee. The 2% fee for gift annuities will apply at the end of the annuity when the funds become available to the Foundation.

½ of 1% (.5%) Annual Fee on Average Endowment Fund Balances

The .5% fee will be charged to Endowment Funds, Alumni Endowments, and Other Endowments. The .5% fee will not apply to the following fund classifications:

1. Gift annuities
2. General Unrestricted Funds
3. Annual Funds
4. Funds designated as Other Funds
5. LCSC Designated Funds

The .5% fee will be based on the average endowment fund balances and not on the amount of profit or loss earned or allocated for any time period. The fee will be calculated twice during each year using .25% times the fund market values at December 31 and June 30, and will be included with the December and June six months' market allocation postings.

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates.
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
August 2021	Board approved SDE revised emergency provisional certificate process
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved 4 certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year. Board approved procedures for processing emergency provisional certificates.
December 2023	Board approved 117 provisional certificates for the 2023-2024 school year.
February 2024	Board approved 26 provisional certificates for the 2023-2024 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND

Section 33-1201, Idaho Code, requires that every person who is employed to serve in any elementary or secondary school as a "teacher, supervisor, administrator, education specialist, school nurse or school librarian to hold a certificate issued under authority of the State Board of Education, valid for the service being rendered." Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

School districts receive the same level of funding for staff with an emergency

provisional certificate as they receive for an individual with a standard certificate. Funding for long-term substitutes is at the same level as non-certified classified staff.

DISCUSSION

Ten complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) were received by the Idaho Department of Education by February 28, 2024.

The Certification Department of the Idaho Department of Education reviewed each candidate's full application. Each candidate presented below, requesting Instructional certificate(s)/endorsement(s), has completed at least two years of college training, making them eligible for emergency provisional certificate consideration. Each LEA has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The Idaho Department of Education is requesting authorization to issue provisional certificates as presented below.

Council School District #013

1. **Applicant Name:** Robyn Warner
   Certificate: Provisional
   Endorsement(s): All Subjects K-8
   College Training: 90 credits
   Declared Emergency Date: 7/24/2023
   Hire/Assignment Date: 7/24/2023
   Summary of Recruitment Efforts: Advertised locally, on website and through edjobsidaho.com. No other inquiries or applicants. (need board minutes)

St. Maries Joint School District #041

2. **Applicant Name:** Christie Trott
   Certificate: Provisional
   Endorsement(s): All Subjects
   College Training: 91 credits
   Declared Emergency Date: 1/8/2024
   Hire/Assignment Date: 1/8/2024
   Summary of Recruitment Efforts: A 4th grade teacher resigned her position after January 1. Current candidate is current completing classes towards a degree.

Jefferson School District #251

3. **Applicant Name:** Benjamin Hogenson
   Certificate: Provisional
   Endorsement(s): Visual Arts (K-12)
   College Training: BA
   Declared Emergency Date: 12/13/2023
   Hire/Assignment Date: 12/14/2023
   Summary of Recruitment Efforts: One of the school's teachers passed away suddenly on November 28th. The position was posted on 12/1/2023. Only one applicant applied for the position, but he did not have the proper certification. The school is applying for the Emergency Provisional for him.

Jerome Joint School District #261

4. **Applicant Name:** Christopher Holt
   Certificate: Provisional
   Endorsement(s): English (6-12)
   College Training: 99 credits
   Declared Emergency Date: 1/23/2024
   Hire/Assignment Date: 1/4/2024
   Summary of Recruitment Efforts: Previous to Mr. Holt, the school filled the position with a certified teacher. That person resigned early October creating a vacancy for this position. Multiple subs were utilized in place of a certified teacher. Two other applications applied, one did not have any college credits; the other candidate did have a degree and accepted the position, but resigned after two weeks. Mr. Holt will be completing his degree this year.

Buhl Joint School District #412

5. **Applicant Name:** Nicole Jacobson
   Certificate: Provisional
   Endorsement(s): Mathematics (6-12)
   College Training: AA
   Declared Emergency Date: 1/15/2024
   Hire/Assignment Date: 1/3/2024
   Summary of Recruitment Efforts: The position has been advertised since November. Two applications were received, both will require Alternative Authorization or Emergency.

Idaho Science and Technology Charter School #468

6. **Applicant Name:** Jessica Olsen
   Certificate: Provisional
   Endorsement(s): All Subjects K-8
   College Training: 113 credits
   Declared Emergency Date: 2/21/2024
   Hire/Assignment Date: 8/1/2022
   Summary of Recruitment Efforts: This is a second year provisional

certificate. The candidate does not qualify for an Alternative Authorization due to the student teaching timeline and because she does not have a bachelor's degree.

7. **Applicant Name:** Mashalee Thomas
   Certificate: Provisional
   Endorsement(s): All Subjects K-8
   College Training: 120 credits
   Declared Emergency Date: 2/21/2024
   Hire/Assignment Date: 8/2022
   Summary of Recruitment Efforts: This is a second year provisional certificate. This person is not eligible to student teach because she did not pass the Praxis test. She will be eligible to student teach in the 24-25 school year.

Kootenai Classical Academy #597

8. **Applicant Name:** Kareene Herman
   Certificate: Provisional
   Endorsement(s): All Subjects K-8
   College Training: 99 credits
   Declared Emergency Date: 11/13/2023
   Hire/Assignment Date: 9/2023
   Summary of Recruitment Efforts: The school advertised the position for six months, using multiple platforms, but was unable to find a qualified teacher.

9. **Applicant Name:** Nikki Martin
   Certificate: Provisional
   Endorsement(s): All Subjects K-8
   College Training: AA
   Declared Emergency Date: 11/13/2023
   Hire/Assignment Date: 9/2023
   Summary of Recruitment Efforts: The school advertised the position for six months, using multiple platforms, but was unable to find a qualified teacher.

10. **Applicant Name**: Lindsay Reese
    Certificate: Provisional
    Endorsement(s): All Subjects K-8
    College Training: 48 credits
    Declared Emergency Date: 11/13/2023
    Hire/Assignment Date: 9/2023
    Summary of Recruitment Efforts: The school advertised for six months, using multiple platforms, but was unable to find a qualified teacher.

IMPACT

If the Board approves the request, the Idaho Department of Education will be authorized to issue emergency provisional certificates to the qualifying candidates. An emergency provisional certificate is effective for one (1) year. No financial penalties will be assessed to the LEA while an emergency provisional certificate is in effect.

If the Board does not approve the request, the Idaho Department of Education will not be authorized to issue the requested emergency provisional certificates. The school district would be required to pursue other hiring options and may face financial impact.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2023-2024 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through another pathway.

The staff recommends that the Board authorize the Idaho Department of Education to issue one-year provisional certificates for candidates 1-10 as presented above.

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidates 1-10 as presented above, effective for the 2023-2024 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

SUBJECT

Requests for approval to transport students less than one and one-half miles for the 2023-2024 school year (safety busing)

REFERENCE

June 2021	The Board approved the request for 97 school districts and 22 charter schools to transport students less than one and one-half miles for the 2019-2020 school year.
June 2022	The Board approved the request for 97 school districts and 22 charter schools to transport students less than one and one-half miles for the 2020-2021 school year.
June 2023	The Board approved the request for 96 school districts and 21 charter schools to transport students less than one and one-half miles for the 2021-2022 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1006
Idaho Code § 33-1502

BACKGROUND/DISCUSSION

Pursuant to Idaho Code §33-1006, "The State Board of Education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of basic vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, "bus testing," 49 CFR part 665, and any revision thereto, as provided in subsection (4)(d) of this section, or other state department of education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts."

The transportation support program of a school district shall be based upon the allowable costs of transporting pupils less than one and one-half (1½) miles as provided in Idaho Code § 33-1501 when approved by the State Board of Education.

The *Standards for Idaho School Buses and Operations* states, "All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged.

The local board of trustees shall annually, by official action (Idaho Code § 33-1502), approve all new safety busing locations. School districts that receive state

reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. To qualify for reimbursement, the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state. Consideration for reimbursement is contingent on the application being received by the State Department of Education Transportation Section on or before March 1 of the school year in which the safety busing began."

All requests are submitted on the Safety Busing form found in the Idaho Bus Utilization System (IBUS) Portal. Reminders are emailed to all districts and charter schools prior to March 1. All requests recommended for approval are compliant with Idaho Code § 33-1006.

Eighty-eight (88) school districts and twenty-six (26) charter schools serving 23,831 students applied for safety busing using the correct form and are being recommended for approval.

IMPACT

The approval of LEAs with safety-bused students listed in Attachment 1 allows LEAs to be reimbursed for routes that meet the safety busing requirements. Board inaction or denial of the safety bus waivers would result in a loss of funding for the LEAs in question.

ATTACHMENTS

Attachment 1 – Safety Busing Rider Count Report

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommend approval of the request to transport students less than one and one-half miles as submitted in Attachment 1.

BOARD ACTION

I move to approve the requests by eighty-eight (88) school districts and twenty-six (26) charter schools for approval to transport students less than one and one-half miles as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Safety Busing Rider Count Report 2023-2024

Districts	2023-2024	88
Aberdeen District	93	
American Falls Joint District	249	
Basin School District	17	
Bear Lake County District	204	
Blackfoot District	639	
Blaine County District	508	
Bliss Joint District	47	
Boise Independent District	407	
Bonneville Joint District	2940	
Boundary County District	88	
Butte County Joint District	54	
Caldwell School District	681	
Cambridge Joint District	5	
Cassia County Joint District	571	
Castleford District	13	
Challis Joint District	25	
Clark County District	29	
Cottonwood Joint District	33	
Culdesac Joint District	9	
Emmett Independent District	118	
Firth District	46	
Fremont County Joint District	241	
Fruitland District	88	
Garden Valley District	70	
Genesee Joint District	38	
Glenns Ferry Joint District	142	
Gooding Joint District	472	
Hagerman Joint District	60	
Hansen District	46	
Homedale Joint District	117	
Horseshoe Bend School District	25	
Idaho Falls District	900	
Jefferson County Joint District	1096	
Jerome Joint District	500	
Joint School District No. 2	581	
Kamiah Joint District	32	
Kellogg Joint District	35	
Kimberly District	178	
Kootenai District	16	
Kuna Joint District	167	
Lake Pend Oreille School District	235	
Lakeland District	307	
Lapwai District	85	

Mackay Joint District	15	
Madison District	21	
Marsh Valley Joint District	83	
Marsing Joint District	47	
Melba Joint District	15	
Minidoka County Joint District	1253	
Moscow District	98	
Mountain Home District	271	
Mountain View School District	125	
Murtaugh Joint District	69	
Nampa School District	1530	
New Plymouth District	70	
North Gem District	13	
Notus District	205	
Oneida County District	87	
Orofino Joint District	60	
Parma District	89	
Payette Joint District	311	
Plummer-Worley Joint District	81	
Pocatello District	1219	
Post Falls District	161	
Potlatch District	17	
Preston Joint District	471	
Richfield District	27	
Ririe Joint District	110	
Rockland District	46	
Salmon District	64	
Shoshone Joint District	233	
Snake River District	66	
Soda Springs Joint District	143	
South Lemhi District	10	
St Maries Joint District	42	
Sugar-Salem Joint District	19	
Swan Valley Elementary District	8	
Teton County District	22	
Troy School District	67	
Twin Falls District	1541	
Vallivue School District	1150	
Wallace District	122	
Weiser District	375	
Wendell District	167	
West Bonner County District	10	
West Jefferson District	32	
West Side Joint District	117	
Wilder District	115	
	23004	

Charters	2023-2024	26
Blackfoot Charter Community Learning Center, Inc.	166	
Cardinal Academy Incorporated	1	
Chief Tahgee Elementary Academy, Inc.	0	
Compass Public Charter School, Inc.	24	
Elevate Academy Inc.	137	
Elevate Academy North, Llc	2	
Falcon Ridge Public Charter School, Inc.	8	
Future Public School, Inc.	5	
Gem Prep: Meridian North, Llc	2	
Gem Prep: Meridian, Llc	2	
Gem Prep: Nampa, Llc	12	
Heritage Academy, Inc.	13	
Heritage Community Charter School, Inc.	151	
Idaho Arts Charter School, Inc.	44	
Idaho Science And Technology Charter School, Inc.	38	
Idaho Stem Academy, Inc.	10	
Legacy Public Charter School, Inc.	4	
Liberty Charter School, Inc.	8	
Mosaics Public School, Inc.	40	
North Star Charter School, Inc.	13	
Project Impact Stem Academy, Inc.	0	
Rolling Hills Public Charter School, Inc.	0	
Thomas Jefferson Charter School, Inc.	54	
Treasure Valley Classical Academy, Inc.	26	
Victory Charter School, Inc.	3	
Vision Charter School, Inc.	64	
	827	
Districts	**23,004**	**88**
Charters	**827**	**26**
Total	**23,831**	**114**

SUBJECT

Transportation Funding – 103% Cap Waiver

REFERENCE

June 2021	The Board approved the request for six (6) districts to receive a funding cap waiver.
June 2022	The Board approved the request for eight (8) school districts to receive a funding cap waiver.
June 2023	The Board approved the request for six (6) school districts to receive a funding cap waiver.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1006

BACKGROUND/DISCUSSION

Idaho Code § 33-1006 designates certain bus runs as "hardship" runs and allows districts to receive a higher cap based on the percentage of bus runs that exceed the statewide average cost per mile and cost per rider by 103%.

DISCUSSION

A total of 30 school districts and charter schools were negatively affected by the pupil transportation funding cap as of March 8, 2023. The State Department of Education Student Transportation staff reviewed these requests and determined four (4) districts met the eligibility criteria of the 103% Cap Waiver as outlined in Idaho Code §33-1006.

#341 Lapwai District submitted school bus routes that met the required criteria. This represents 44.44% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 147.44%.

#244 Mountain View School District submitted school bus routes that met the required criteria. This represents 46.43% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 149.43%.

#171 Orofino School District submitted school bus routes that met the required criteria. This represents 27.59% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 130.59%.

#281 Moscow School District submitted school bus routes that met the required criteria. This represents 25% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 128%.

IMPACT

Approval of the cap waivers allows districts to be reimbursed for routes that meet the hardship criteria. Board inaction or denial of the funding cap waivers would result in a loss of funding for the school districts in question.

ATTACHMENTS

Attachment 1 – Negatively Affected Schools/Charters
Attachment 2 – Funding Cap Waiver Spreadsheet

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends that the Board waive the 103% transportation funding cap for the four districts as presented.

BOARD ACTION

I move to approve the request by **#341 Lapwai School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2023 of 147.44%, for a total of **$5,876** in additional funds from the public-school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

BOARD ACTION

I move to approve the request by **#244 Mountain View School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2023 of 149.43%, for a total of **$11,173** in additional funds from the public-school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

BOARD ACTION

I move to approve the request by **#171 Orofino School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2023 of 130.59%, for a total of **$33,531** in additional funds from the public-school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

BOARD ACTION

I move to approve the request by **#281 Moscow School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal

year 2023 of 128%, for a total of **$77,595** in additional funds from the public-school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Dist #	District Name	Reduction in Funding
002	JOINT SCHOOL DISTRICT NO. 2	$3,243,791
011	MEADOWS VALLEY DISTRICT	$22,306
071	GARDEN VALLEY DISTRICT	$65,721
073	HORSESHOE BEND SCHOOL DISTRICT	$6,085
131	NAMPA SCHOOL DISTRICT	$444,153
132	CALDWELL DISTRICT	$542,194
134	MIDDLETON DISTRICT	$121,898
137	PARMA DISTRICT	$21,393
171	OROFINO JOINT DISTRICT	$33,531
233	HAGERMAN JOINT DISTRICT	$37,576
244	MOUNTAIN VIEW SCHOOL DISTRICT	$11,173
281	MOSCOW DISTRICT	$77,595
285	POTLATCH DISTRICT	$24,304
305	HIGHLAND JOINT DISTRICT	$27,984
340	LEWISTON INDEPENDENT DISTRICT	$0
341	LAPWAI DISTRICT	$5,876
411	TWIN FALLS DISTRICT	$74,042
456	FALCON RIDGE PUBLIC CHARTER SCHOOL, INC.	$3,863
461	TAYLOR'S CROSSING PUBLIC CHARTER SCHOOL, INC.	$19,809
475	THE SAGE INTERNATIONAL SCHOOL OF BOISE, A PUBLIC CHARTER SCHOOL, INC.	$21,980
478	LEGACY PUBLIC CHARTER SCHOOL, INC.	$4,289
498	GEM PREP: MERIDIAN, LLC	$21,479
511	PEACE VALLEY CHARTER SCHOOL, INC.	$14,480
528	SAGE INTERNATIONAL SCHOOL MIDDLETON, LLC	$0
549	GEM PREP: MERIDIAN NORTH, LLC	$10,511
571	GEM PREP: MERIDIAN SOUTH LLC	$17,652
796	GEM PREP: NAMPA, LLC	$13,668

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2020-2021 Data - Approved Costs Reimbursed in Fiscal Year 2022-2022 (Eighteenth Capped Year)

Set percentage cap to apply to statewide average	**103%**	**Riders per Mile**	1.6

Revised: **03/07/24 First Draft**

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	**$6.17**	**$1,462**
Statewide Averages after cap	**$6.36**	**$1,506**

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact	Total 100% Reimbursable Costs Eligible at 50%	Total 100% Reimbursable Costs Eligible at 85%	Total 100% Reimbursable Contract Costs Eligible at District-Run Rate 50-85%	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Final Payment Amount
171	OROFINO JOINT DISTRICT	$33,531	7.1%	$508,794	$256,130	$0			$650,743
244	MOUNTAIN VIEW SCHOOL DISTRICT	$11,173	1.9%	$456,681	$438,207	$0			$832,719
281	MOSCOW DISTRICT	$77,595	16.2%	$450,481	$298,067	$0			$555,500
341	LAPWAI DISTRICT	$5,876	3.7%	$176,045	$82,030	$0			$204,705

SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The Commission consists of eighteen (18) members including one (1) from the State Department of Education and one (1) from the Division of Career Technical Education. The remaining members shall be representative of the teaching profession of the State of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) in pupil personnel services.

The Idaho School Superintendents' Association, the Idaho Association of Secondary School Principals, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Six (6) positions on the PSC are open for three (3)-year appointments, effective July 1, 2024. two (2) positions representing certificated classroom teachers, one (1) position representing private higher education/teacher education, one (1) position representing elementary school principals, one (1) position representing school board members, and one (1) position representing the Division of Career Technical Education.

Nominations were sought from the Idaho Association of Colleges for Teacher Education (IACTE), the Idaho Education Association (IEA), the Idaho School Boards Association (ISBA), the Northwest Professional Educators (NWPE), the Idaho Indian Education Committee (IIEC), the Idaho Association of Elementary School Principals (IAESP), and the Idaho Division of Career Technical Education (IDCTE). Nominations for appointment or reappointment were received from IEA, IACTE, and IDCTE.

In compliance with Section 33-1252(2), Idaho Code, three (3) nominations are sought for each open position. Three (3) nominations for appointment were received from IACTE. The IEA and ISBA each re-nominated a current PSC appointee and did not seek additional nominations from their membership. The IDCTE also re-nominated their current PSC appointee for appointment. No

nominations were received for one classroom teacher position, and no nominations were received for the elementary school principal position.

IMPACT

Board action allows for the appointment or reappointment of members to the Professional Standards Commission, ensuring all possible seats on the Commission are filled.

ATTACHMENTS

Attachment 1 – Current Professional Standards Commission Members
Attachment 2 – Angela Gillman, IEA
Attachment 3 – Melissa Green, IACTE
Attachment 4 – Kristi Enger, CTE
Attachment 5 – Karen Pyron, ISBA

STAFF COMMENTS AND RECOMMENDATIONS

The Board staff recommends approval of all proposed appointments to the Professional Standards Commission.

BOARD ACTION

I move to appoint Melissa Green of Brigham Young University-Idaho, representing private higher education/teacher education, to the Professional Standards Commission for a three-year term beginning July 1, 2024, and ending June 30, 2024.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to reappoint Angela Gillman of Idaho Falls School District, representing certificated classroom teachers, to the Professional Standards Commission for a three-year term beginning July 1, 2024, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to reappoint Kristi Enger, representing the Idaho Division of Career Technical Education to the Professional Standards Commission, for a three-year term beginning July 1, 2024, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to reappoint Karen Pyron, representing the Idaho School Boards Association, to the Professional Standards Commission for a three-year term beginning July 1, 2024, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

2023-2024 Member Roster

Angela Gillman, Chair
Classroom Teacher
Idaho Falls School District #091
Term 7/1/21 – 6/30/24

Vanessa Anthony-Stevens, Public Teacher Education
University of Idaho
Term 7/1/22 – 6/30/25

Stephanie Brodwater, Classroom Teacher
Post Falls School District #273
Term (Partial) 10/19/22 – 6/30/25

Ryan Cantrell, Chief Deputy Superintendent
State Department of Education
Term 2/2/23 – 6/30/26

Tate Castleton, Elementary Principal
Homedale Joint School District #370
Term 7/1/21 – 6/30/24

Kristi Enger, Educator Certification Director
Idaho Career Technical Education
Term 7/1/21 – 6/30/24

Katie Horner, Classroom Teacher
Buhl School District #412
Term 7/1/21 – 6/30/24

Lance Harrison, School Superintendent
Preston Joint District #201
Term 7/1/23 – 6/30/26

Stacey Jensen, Classroom Teacher
Pocatello School District #025
Term 7/1/22 – 6/30/25

Ramona Lee, Vice Chair
Special Education Administrator
West Ada School District #002
Term 7/1/23 – 6/30/26

Katie Mathias, Public Teacher Education
Boise State University
Term 7/1/23 – 6/30/26

Amy McBride, Secondary Principal
Twin Falls School District #411
Term 7/1/22 – 6/30/25

Jamee Nixon, College of Letters and Sciences
Northwest Nazarene University
Term 7/1/22 – 6/30/25

Marci Nuxoll, Exceptional Child Teacher
Mountain View School District
Term 8/23/23 – 6/30/25

Karen Pyron, School Board Member
Butte County School District #111
Term 7/1/21 – 6/30/24

MeLissa Rose, Pupil Service Staff
Lakeland School District #272
Term 7/1/22 – 6/30/25

Lori Sanchez, Private Teacher Education
Northwest Nazarene University
Term 7/1/21 – 6/30/24

Jonelle Warnock, Classroom Teacher
Boise School District #001
Term 7/1/23 – 6/30/26

Angela Gillman

[redacted]

Professional Summary

Seasoned teacher with more than 27 years of experience in Idaho Public School Districts #411 and #91. Leadership positions in school districts, local and state associations, state department positions.

Positions

Elementary Teacher Twin Falls & Idaho Falls (current) Districts	*Idaho Falls, ID*
Elementary Teacher	*Aug 1997-Present*
Idaho Falls School District Committees	*Idaho Falls, ID*
Teacher Evaluation Committee	*Jun 2008-Jun 2012*
Negotiations Committee	*Jun 2007-Jun 2016*
Idaho Falls Teachers' Association	*Idaho Falls, ID*
Idaho Falls Education Association President Elect/President	*Jun 2012-Jun 2016*
	Jun 2019-Aug 2020
Idaho Education Association Board of Directors	*Idaho Falls, ID*
Region 6 Representative	*August 2015-present*
National Education Association Representative	*Idaho*
Representative Assembly Representative	*2012-15, 2017*
	2019-21, 2023
Idaho State Department PSC	*Idaho Falls, ID*
Elementary Representative	*Jun 2021-present*
PSC Chair	*Jun 2023-present*

Education

Idaho State University	*Pocatello, ID*
Masters: School Psychology	*Dec 2019*
Lewis-Clark State College	*Lewiston, ID*
Bachelor of Arts: Elementary Education	*May 1997*
Brigham Young University-Idaho	*Rexburg, ID*
Associate of Arts: Elementary Education	*Dec 1995*

Melissa Green

[redacted] [redacted]

Summary of Qualifications

- Currently Dean of Teacher Preparation Programs
- Former Associate Dean of Faculty Development in the College of Education and Human Development
- University faculty in the Elementary, Early and Special Education Department
- Educator with 15 years of elementary classroom teaching and teacher coaching experience

Education

Ph.D. Education, Walden University, Anticipated 2025
Specialization in Learning, Instruction, and Innovation

M.Ed. Educational Leadership, Brigham Young University, Provo, UT 2009

B.S. Elementary Education, Brigham Young University-Idaho, Rexburg, ID 2003

Licensure and Certification

- Utah Administrative License
- Utah Educational Technology Endorsement
- Utah Elementary Level 2 License
- Utah ESL Endorsement
- Certified Evaluator for Framework for Teaching
- Google Level 2 Educator Certification

University Experience

Brigham Young University Idaho – Rexburg, Idaho 2023- Present
Dean – Teacher Preparation Programs

- Coordinate all education programs across campus
- Lead the Education Coordinating Council
- Ensure compliance with all state policies, codes, and standards for certifying new teachers in the state of Idaho
- Support the Education Core Classes and ensure alignment with state standards
- Coordinate accreditation with AAQEP and Idaho State Office of Education
- Supervise the Student Teaching Services Office and Initial Certification

Brigham Young University Idaho – Rexburg, Idaho 2019- Present
Faculty – Elementary, Early and Special Education Department

- Associate Dean of Faculty Development for the College of Education and Human Development
- Program lead for the Elementary Education Program
- Supervisor for Senior Practicum Experience
- Course Lead for ED 441 Language Arts Methods
- Teacher for Practicum, STEM, Educational Technology and Writing Methods courses

Education Coaching Experience

Nebo School District – Spanish Fork, Utah 2018- 2019
Digital Coach – Various Elementary Schools

- Mentored, supported, and collaborated with teachers in effectively implementing technology
- Trained educators on current research, best practices, and tools in Educational Technology.
- Taught online continuing education courses based on Educational Technology Practices

Nebo School District –Spanish Fork, Utah 2012 - 2013
Instructional Coach – Salem and Brookside Elementary Schools

- Mentored and Coached teachers for best practices in literacy instruction
- Presented literacy and professional learning community professional development
- Acted in the administrator's stead when administration was away from campus

Classroom Experience

Nebo School District – Spanish Fork, Utah 2005- 2018
Classroom Teacher – Rees, Sierra Bonita and Brookside Elementary Schools

- First, Second, Third and Fifth Grade classroom teacher
- School Technology Trainer
- Implemented Maker Space and Genius Hour
- Mentor to provisional teachers
- Team leader
- Leader in the transformation of school culture to a professional learning community
- School mathematics leader in curriculum and professional development
- School Technology Specialist
- School Teacher of the Year

Creighton School District – Phoenix, Arizona 2003 – 2004
Classroom Teacher – Papago School

- Coordinated a peer support and tutoring experience for students with an eighth-grade teacher.
- Third grade classroom teacher

School Administrative Experience

Alpine School District – Orem, Utah March – May 2009
Administrative Intern – Timpanogos High School

- Worked with students needing extra support in academics and attendance.
- Researched support programs for Mathematics and Reading.

Nebo School District – Mapleton, Utah Dec. 2008 – March 2009
Administrative Intern – Mapleton Junior High School

- Created parent email database for improved communication.
- Encourages students struggling with attendance and handled student disciplinary concerns.

Nebo School District – Spanish Fork, Utah August – November 2008
Administrative Intern – East Meadows Elementary School

- Mentored teachers to improve instruction.
- Worked with administrator on staff professional development.

Kristi A. Enger

[redacted]

Professional Honors and Activities

Leadership Institute/Project Leadership Graduate, *2016*
Professional Standards Committee *(Idaho State Department of Education), 2013*
Association for Computer-Based Systems for Career Information *(Idaho CIS), 2010*
National Leadership Cadre *(OVAE School Counseling State Consortium 1 of 8 states) 2006*

Professional Experience

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION – Boise, Idaho
State of Idaho education agency responsible for programs leading to less than a baccalaureate degree

Educator Certification Director; Certification and Professional Development Director; Secondary Programs Director; Secondary Coordinator; IOT & Marketing Education Program Manager, Career Guidance Coordinator 6/2005 to Present

Certify CTE educators as per Idaho and State Board of Education law and policy. Implement and facilitate professional development opportunities. Oversee Idaho's secondary CTE programs and funding. Coordinate programs associated with the *High Schools That Work* school reform model. Represent the Division as a superintendents' liaison. Manage individualized occupational training and marketing education programs toward the Division's quality initiative. Coordinate career guidance grades 7-16 statewide to support professional-technical programs and access for all students, including special populations.

Selected Accomplishments:

- Provide technical assistance to the field with regard to questions related to CTE educator certification, the IDCTE assignment credential manual, Perkins, and other state and federal legislation.
- Provide technical assistance to the field at the secondary and postsecondary levels in the areas of career guidance, student learning plans, work-based learning, single parent/displaced homemaker and other special populations, and marketing education.
- Facilitate various groups of internal and external stakeholders in generating quality products and program direction including:
    - Resource development for Idaho grades 7-12 based on direction provided by postsecondary technical college Curriculum development for the Idaho School Counseling Model and IOT
    - Curriculum development related to the American Careers Student Planner and Idaho Career Planning Guide
    - Career Pioneer Network implementation in response to Perkins IV and Idaho's low nontraditional field measures of enrollment and completion at the secondary and postsecondary levels.
- Administer and provide technical assistance to the Centers for New Directions.
- Communicate regularly with the field through various means, including two e-Newsletters—*Career Connection*, and *Diamond Points*.
- Define professional development needs and develop learning opportunities for grades 7-20 counselors, work-based learning coordinators, marketing education instructors, and other educational personnel.
- Network with educational and industry professionals throughout Idaho in an effort to promote career technical education, access for all, and career pathway education and employment.

GLENNS FERRY SCHOOL DISTRICT NO. 192 – Glenns Ferry, Idaho
Local education agency
High School Principal, 6/1999 to 6/2005

Supervised instruction and provided educational leadership to a staff of 32 certificated and classified staff in academic, co-curricular, and extracurricular activities. Served as district professional-technical online administrator, district curriculum coordinator, and K-12 summer school administrator

Selected Accomplishments:

- Coordinated district curriculum in English and mathematics.
- Authored successful Title I CSR Grant to assist in implementing *High Schools That Work* systemic school reform and provided collaborative leadership to involve all staff in improving student achievement.

- Administered high school general budget and special project funds, and Associated Student Body funds as district's assistant treasurer.

THREE FORKS SCHOOL DISTRICT – Three Forks, Montana
Local education agency
K-6 Counselor, Drug-Free Schools Coordinator, Technology Coordinator, 8/1995 to 5/1999

Secured resources and implemented K-6 guidance curriculum. Established and maintained collaborative relationships with instructional staff, students, and parents toward facilitating student success. Facilitated district-wide technology implementation, growth, and maintenance.

Selected Accomplishments:

- Provided individual, group and family counseling as requested/identified.
- Established *Sidekick* mentoring program (K-12) in collaboration with Big Brothers Big Sisters, and secured grant funding to establish *Bridging the Gap* after-school program.

WILLOW CREEK SCHOOL DISTRICT – Willow Creek, Montana
Local education agency
K-12 Counselor, Drug-Free Schools Coordinator, Title I Coordinator, 8/1995 to 5/1999

Selected Accomplishments:

- Administered Title I program in cooperation with Title I staff.
- Established electronic student database.

POPLAR PUBLIC SCHOOL DISTRICT – Poplar, Montana
Local education agency
High School Counselor, 6/1991 to 5/1995

Selected Accomplishments:

- Established crisis intervention management plan and trained staff in same.
- Developed and implemented counseling curriculum, K-12.

Business Education Instructor, 8/1987 to 5/1991

Selected Accomplishments:

- Designed, maintained, and upgraded PC-compatible lab.
- Implemented student store as authentic, project-based, learning laboratory.

Professional Memberships

Association for Career Technical Education/Career Technical Educators of Idaho

Education

MONTANA STATE UNIVERSITY – Bozeman, Montana
Administrative Endorsement, Educational Leadership, 8/1998

MONTANA STATE UNIVERSITY – Bozeman, Montana
Masters of Education, 8/1994

- Major: Guidance and Counseling | Graduated with highest honors

MONTANA STATE UNIVERSITY – Bozeman, Montana
Bachelor of Science, 3/1986

- Major: Business Education/Office Systems | Minor: Business Management | Graduated with highest honors

Karen M. Pyron

[redacted]

Improving Performance • Enhancing Programs • Inspiring Systemic Change

EXPERIENCED Administrator

An abbreviated resume for re-appointment to the Professional Standards Commission

SUMMARY OF QUALIFICATIONS

- **Specializations include:** Currently on the Professional Standards Commission; 13 Years administrative experience; state teacher evaluation task force, commissions, leadership; Federal program experience includes over ten years completing Title I consolidated plans, Title IIA, WISE Tool / school improvement, and most recently, Supplemental Education Services (wrote grant for services including "self- provider"; directed local SES program); 2007 Idaho National Distinguished Principal
- **Instructional Leadership** – Work with TIA, RTI, Danielson teacher evaluation model, SWPBS, Supplemental Educational Services, Title I; State RTI training 2010-2011
- **Participated on state program review team** – BYU-I teacher education program
- Attended 2011 **National Association of State Directors of Teacher Education and Certification** Annual Conference: Educator Boundaries & Social Media
- Participated in **National Principals Mentor Training and Certification Program**, March 2012
- State Administrator training for Danielson evaluation model, March – June 2012
- Attended **NAESP National Conference 2012** featuring Charlotte Danielson, Rick Stiggins, Doug Reeves, Richard & Rebecca DuFour
- 2011-2012 **Lost River Economic Development Leadership Academy**

PROFESSIONAL TEACHING AND ADMINISTRATIVE EXPERIENCES

ELEMENTARY PRINCIPAL ARCO ELEMENTARY SCHOOL, ARCO, IDAHO
April 1998 – August 31, 2011

- Contributed to a significant increase in student performances on standardized testing
- Served on state's Teacher Evaluation Task Force
- Active member, committees, and region president Idaho Association of Elementary School Principals
- Enforced the "No Child Left Behind" Act through supplemental educational services.
- Named Idaho's 2007 elementary National Distinguished Principal.

CLASSROOM TEACHER, BUTTE COUNTY SCHOOL DISTRICT, ARCO, IDAHO
August 1975 – April 1998

ASSOCIATIONS & CERTIFICATIONS

Idaho Superintendent Endorsement
Idaho Principal Endorsement, K-12
Secondary Teacher Certification Speech, English, Reading, and Psychology
Idaho Association of School Administrators
Idaho Association of Elementary School Principals (past regional president)
National Association of Elementary School Principals
American Association of Curriculum and Supervision
Idaho Education Association, 1975 – 2009
Board of Control, Idaho High School Activities Association, 1985 - 1995

TAB	DESCRIPTION	ACTION
1	UNIVERSITY OF IDAHO ANNUAL REPORT	Information Item
2	BOARD POLICY I.M - ANNUAL PLANNING AND REPORTING – FIRST READING	Action Item
3	BOARD POLICY I.G. – CONFLICT OF INTEREST, PROPOSED REPEAL AND RELOCATION TO BOARD BYLAWS; BOARD POLICY II.Q – CONFLICT OF INTEREST AND ETHICAL CONDUCT – FIRST READING	Action Item
4	BOARD POLICY V.H. – AUDITS, PROPOSED REVISION – FIRST READING	Action Item
5	BOARD POLICY V.W. – LITIGATION, PROPOSED REVISION – FIRST READING	Action Item
6	BOARD POLICY VII.A. – GENERAL POLICIES AND DEFINITIONS; BOARD POLICY VII.B – PROGRAM DELIVERY; BOARD POLICY IV.D. – EDUCATION PREPARATION AND CERTIFICATION – FIRST READING	Action Item
7	BOARD POLICY IV.D. – IDAHO AGRICULTURE EDUCATION QUALITY PROGRAM STANDARDS – FIRST READING	Action Item
8	PERKINS V PLAN PROPSED AMENDMENTS	Action Item

9	**NORTHWEST NAZARENE UNIVERSITY – NEW EARLY LITERACY TEACHER CERTIFICATION ENDORESEMENT PROGRAM**	Action Item
10	**LEGISLATIVE SESSION UPDATE**	Information Item

WORLD CLASS IDAHO FOCUSED

ANNUAL REPORT | APRIL 2024

BEST COLLEGES U.S.News & WORLD REPORT BEST VALUE SCHOOLS 2024

NO. 1
BEST VALUE
Public University
in the **West**

University of Idaho

WORLD CLASS IDAHO FOCUSED

The University of Idaho elevates students and generates innovative research that fuels our state's economy.

It is our mission to build on our rich traditions of access and outreach as Idaho's land grant institution. We educate Idaho's future leaders and disseminate our research to support residents in each of the state's 44 counties.

Our 2024 annual report, "World Class, Idaho Focused" includes examples of how the U of I carries out its mission. This report includes the progress made on our institutional strategic plan and the State Board of Education's strategic plan. It also emphasizes our institutional pillars of supporting student success, prioritizing research and telling our story.

The following pages feature highlights from another banner year for the University of Idaho. Our enrollment continues to climb and our student success markers are on the rise. Our research enterprise set a new standard for excellence and we posted another very strong fundraising year.

The U of I continues to build positive momentum. Our enrollment growth fuels our financial stability and investments in strategic priorities are beginning to produce big wins.

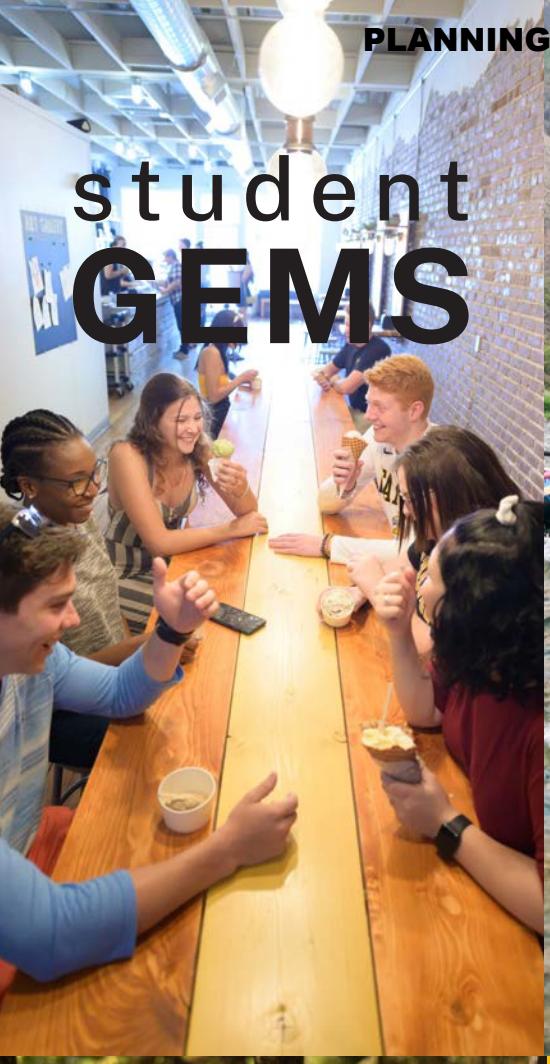
As students discover our immense value, our employees support Idaho industries and communities. The U of I truly is world class and Idaho focused.

C. Scott Green

President Scott Green



2	Student Gems
4	Mission Fulfillment and Strategic Plan
6	Student Achievement Data
14	Telling Our Story
18	Student Success
22	Sustainable Solutions
24	Prioritizing Research
28	U of I Fundraising
32	Building Our Foundation
35	Conclusion



student GEMS



SECOND-LARGEST FRESHMAN CLASS

in U of I history
in Fall of 2023.





6-year graduation rate increased from

59.1% to **61%.**



2,421

DEGREES AND CERTIFICATES

awarded in 2022-23.



UI grads earn the

TOP STARTING SALARIES IN IDAHO



More than
$900K IN SCHOLARSHIPS
for cybersecurity students



SERVE
3,500
rural students



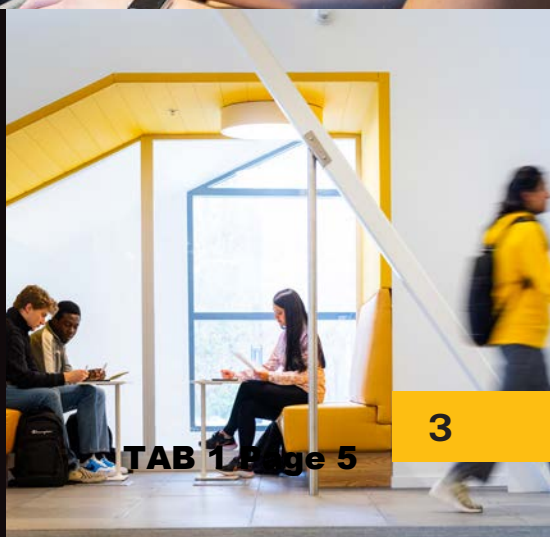
65
National Merit Scholars
enrolled







Retention rates:
Freshman retention
rates remain high at 75%
despite much higher number of first generation students.





MISSION FULFILLMENT AND STRATEGIC PLAN

In 2019, leadership took a fresh look at the university's progress on the 10-year strategic plan (2016-2025) and its strength to drive mission fulfillment. Facing a budget deficit and enrollment challenges, the university created a sustainable financial model to guide future university decisions. The result was the Vandal Hybrid Financial Model, developed using four guiding principles:

- Mission alignment
- Transparency
- Agility and adaptability
- Incentive Based.

The model drives our successful financial stability and future program development. We continue to use the model to reallocate current year funds and award new revenues based on the guiding principles above.

Under President Green's leadership, three strategic initiatives or pillars were identified in 2020 as the foundation for mission fulfillment:

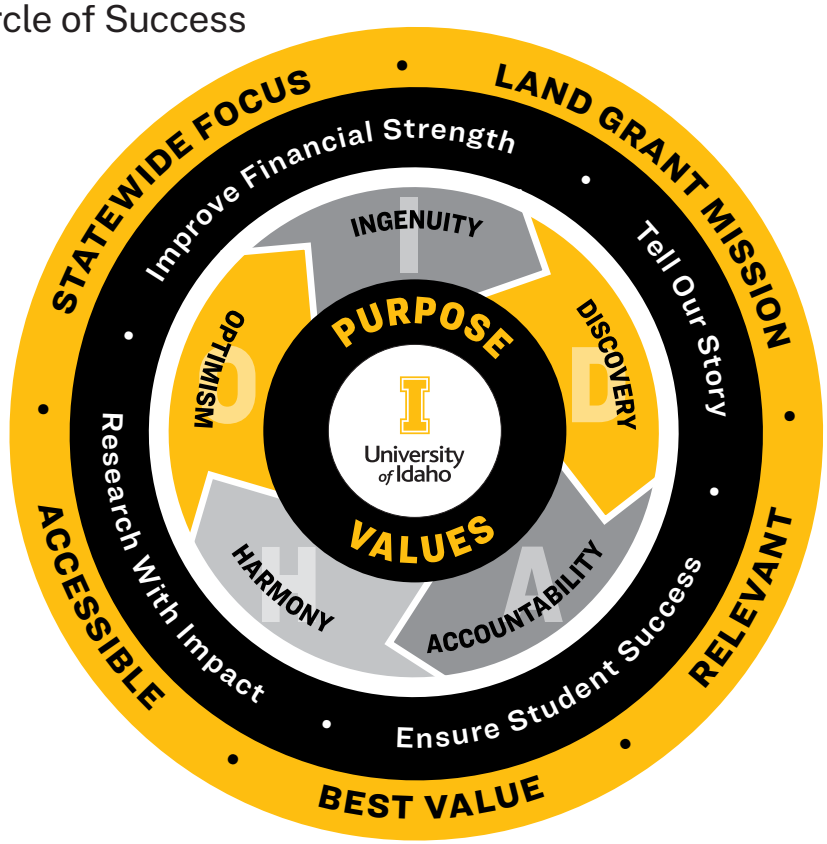
1. **Supporting student success**
2. **Prioritizing research**
3. **Telling the story of our institution**

University leadership continues to monitor and discuss strategic plan metrics. Progress is communicated annually, through the April strategic plan report to the State Board of Education.

The Circle of Success shown in Figure 1 demonstrates how strategic initiatives support the U of I's mission and values.

Looking ahead, the University plans to hire a consulting firm to guide our strategic planning process in 2024-2025. Our work with a national firm will include market analysis, industry feedback, and stakeholder input. The final plan will result in a unique vision and implementation strategies to assure the U of I's future leadership in areas at the intersection of our strengths and the state's greatest needs. We are selecting a consulting firm now and look forward to sharing an update in April 2025. In the meantime, we will continue to **aggressively focus on strategic initiatives, mission, students, and data informed decision making.**

Figure 1: Circle of Success



This framework is supported by the Northwest Commission on Colleges and Universities.



STUDENT ACHIEVEMENT DATA

State Board of Education and U of I Strategic Plan Metrics

SBOE GOAL: EDUCATIONAL READINESS

Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

The U of I provides many opportunities for students to learn valuable skills while they are still enrolled in their K-12 courses. These programs assist with math and science proficiency, and the high school graduation rate.

STEM IN 4-H

The state 4-H office, in collaboration with the Idaho Out-of-School Network, has implemented mobile makerspaces to reach K-8 youth across the state, particularly in rural and underserved areas. Through this partnership, they have successfully reached over 25,000 youth and provided training for more than 275 educators. Also, efforts are bolstered by 100 Idaho 4-H Americorps

members stationed in 46 locations statewide. These Americorps members annually engage over 9,000 youth in dynamic STEM educational activities. Statewide programming encompasses hands-on STEM learning experiences for K-12 students, featuring activities such as circuits, sling-shots, coding, 3D printing, and Microsoft programs. Recognizing the challenges faced by four-day school week districts across the state, 4-H has become a reliable provider of STEM education, offering engaging activities every Friday. In total, 4-H programming reached 75,000 youth with programs across the state.



The College of Education, Health and Human Sciences hosts the **Potlatch STEM Carnival** in collaboration with other U of I colleges to provide K-12 students opportunities to engage in hands-on learning experiences. The partnership with the Potlatch School District is now in its third year.

The Latah County Fair **Passport to STEM** event is held each fall and offers hands-on learning activities for participants of all ages. The cross-college effort continues to draw strong support and is a popular stop at the fair.

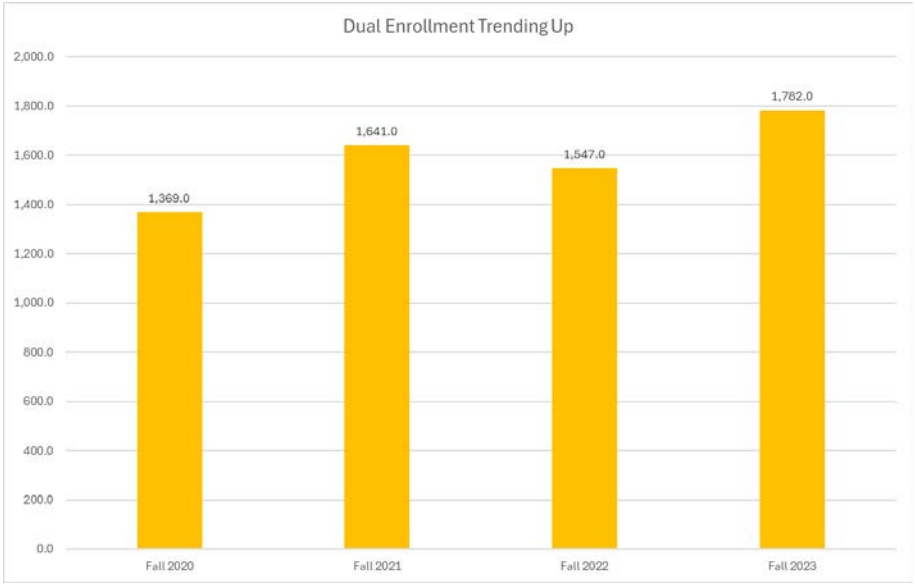
SBOE GOAL: EDUCATIONAL ACCESS

Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

PERFORMANCE MEASURE

Percent of high school graduates who completed one or more advanced opportunities.

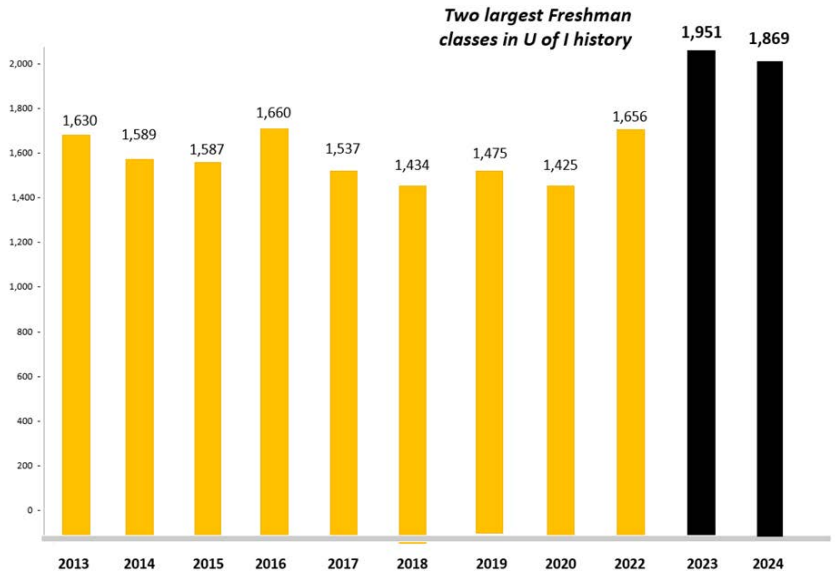
The University of Idaho has invested in our Dual Enrollment Program to increase the quality of programs offered and the number of high school students served with advanced opportunities.



PERFORMANCE MEASURE

Increase the rate at which high school graduates pursue postsecondary opportunities.

We remain committed to developing recruitment and retention strategies specifically designed to facilitate the smooth transition of high school students into the University of Idaho. As a result, **we are witnessing ongoing growth in the enrollment of first-time freshmen classes.**



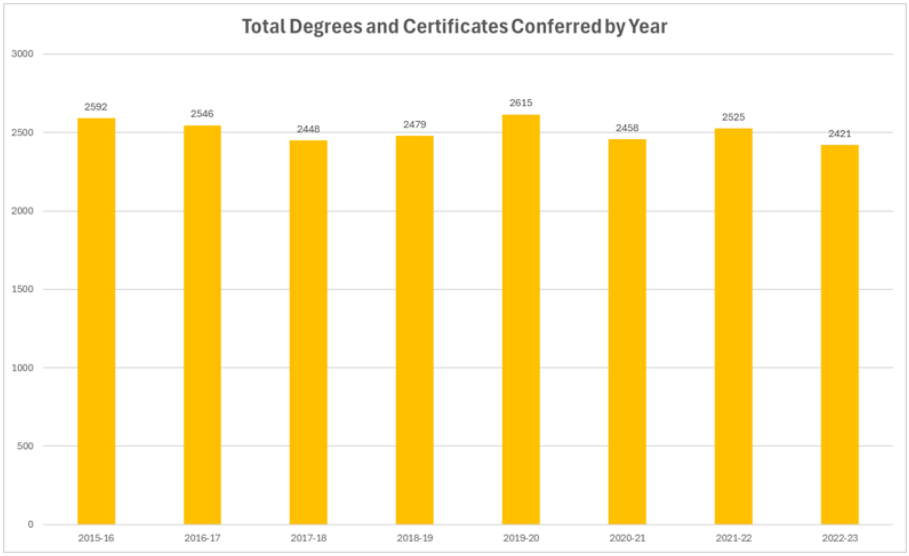
SBOE GOAL: EDUCATIONAL ATTAINMENT

Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through more students completing certificates and/or degrees.

PERFORMANCE MEASURE

Increase completion of certificates and degrees through Idaho's educational system.

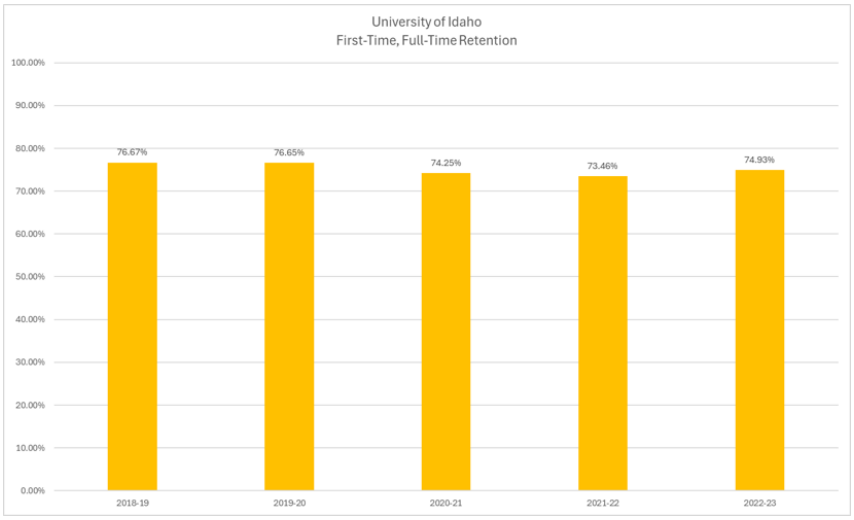
The U of I has consistently awarded degrees and certificates each year between 2,400 – 2,600. With the enrollment of the two largest freshmen classes in the past two years and a dedicated emphasis on evidence-based retention tactics, **we expect the number of degrees granted to increase.**



PERFORMANCE MEASURE

85% (for four-year institutions) of new full-time degree-seeking students return for a second year.

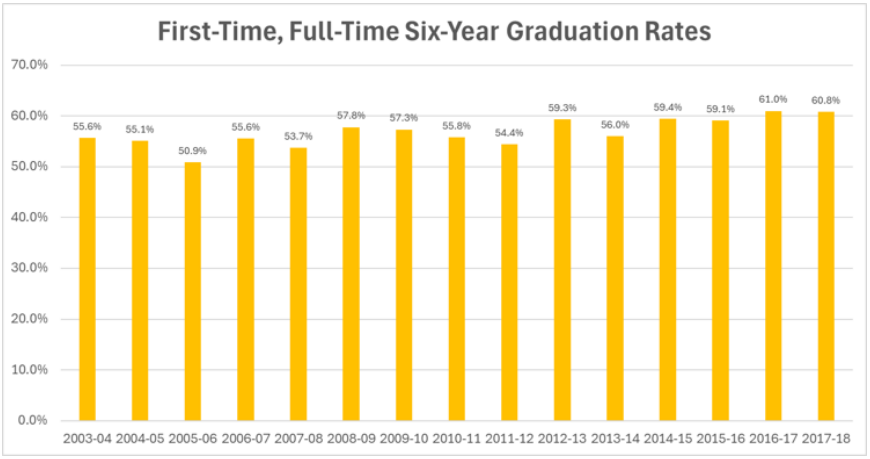
Over the past five years, our retention rate has consistently ranged between 73% and 76%. We are committed to continual improvement and will persist in implementing **evidence-based retention strategies** to elevate this metric towards the new standard of 85%.



PERFORMANCE MEASURE

Percentage of full-time first-time freshmen graduating within 150% of time or less. Benchmark: Four-year institutions – 60% or more.

The U of I's Six-Year graduation rate is 61%, above the benchmark of 60% set by the state board of education.





FACTS ABOUT OUR STUDENTS:

- About 60% of incoming freshmen in 2023 were first-generation college students.
- The U of I continues to build its prison education program, providing opportunities for incarcerated students to earn degrees and contribute positively to our communities.
    - Kent Shriver, Deputy Warden of Operations at the Idaho Correctional Institution, Orofino: "The U of I's Prison Education Initiative has greatly affected participating students in a positive way. Our residents now have the opportunity, if admitted, to attend college and even attain a college degree. Many of them would never of had the opportunity, nor felt they could even be a college student without the PEI and the second chance Pell Grant. "
    - "Making this a reality was not an easy process. A lot of hard work from prison and university staff was required. The benefit is an opportunity for the residents to earn a degree and upon reentry obtain a job earning a living wage. Just one more step to help them become successful and not return to prison. This opportunity is not only changing the lives of the residents, but their families as well. **I believe this will have a generational impact helping to break the criminal cycle."**

Vandal Finish is an initiative through U of I's College of Letters, Arts and Social Sciences (CLASS) to help former students who left school without a degree finish their education. CLASS representatives reached out to more than 1,300 former students to let them know about their options to receive a degree. Completing a bachelor's degree, commonly called the Degree Doctor program, can be done for both general studies or interdisciplinary studies. There are also associate of arts and associate of science degrees in general studies available. Vandal Finish can also help former students complete a targeted degree.

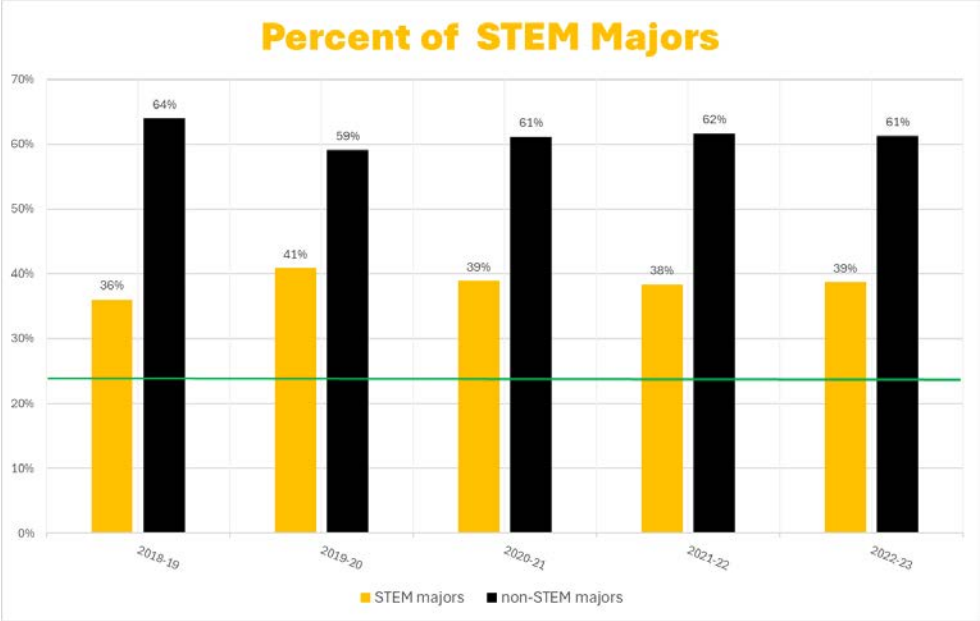


SBOE GOAL:
WORKFORCE READINESS

The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

PERFORMANCE MEASURE

Percent of STEM baccalaureate degrees conferred compared to non-STEM degrees conferred.
Benchmark: 25% or more

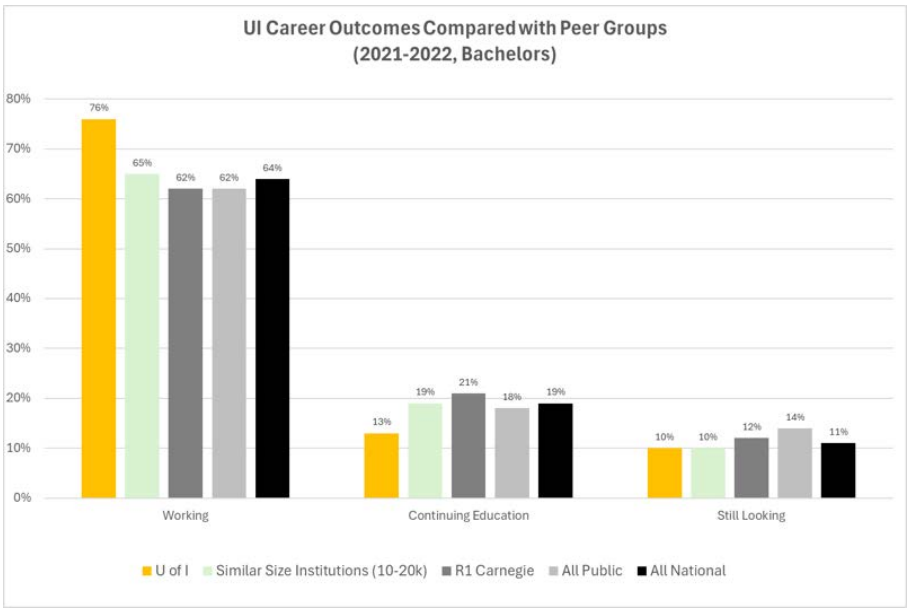


The University of Idaho places a strong emphasis on STEM majors, with notable recognition across various disciplines. Our College of Engineering is ranked among the top seven in the nation by the National Academy of Engineering, particularly for our undergraduate Senior Capstone Design Program, which integrates real-world experiences into engineering education. Furthermore, the College of Science's Geography B.S. Degree holds the prestigious third position nationwide according to Great Value Colleges, and our online Master's in Statistics Program ranks sixth in the country by the Data Science Degree Programs Guide.

Students pursuing STEM degrees at the U of I are assured of promising career prospects with renowned employers such as Google, Microsoft, the U.S. Department of Defense, the U.S. Geological Survey, and the Walt Disney Company. Additionally, our science graduates frequently advance to graduate programs at esteemed institutions like Stanford University, Princeton University, Yale University, the University of Washington, the University of Michigan, and Johns Hopkins University.

The U of I has exceeded the state board's benchmark of awarding a minimum of 25% of STEM degrees.

POST-GRADUATE SUCCESS



Post-graduate success is measured by how well students fare in their careers within six-months of graduation. Data is collected from U of I graduates using NACE's First-Destination Survey by the Career Center. We track the percentage of students who are working (part or full-time) continuing their education (earning another degree such as a master's or doctorate) or are still looking for employment.

Recent graduates are sent the survey approximately five months after graduation from U of I.

More U of I graduates are working after graduation than their peers nationally. Fueling this success are frequent, large and successful career fair events, intertwined career objectives and classroom learning, and career counselors with strong ties to colleges and majors.



EVIDENCE-BASED STUDENT RETENTION STRATEGIES

We have focused our resources on supporting students through the American Association of Colleges and Universities' evidence-based High Impact Practices (HIPs). Students who participate in HIPs such as service learning, internships, or undergraduate research, have better educational outcomes.

- **Undergraduate research is a fundamental element of the University of Idaho experience.** More than half of our undergraduates participate in research, which correlates with stronger academic and post-graduation outcomes. The Office of Undergraduate Research (OUR) has won nearly $1 million in grant funding of undergraduate research since its inception in 2015. In 2023 OUR funded 17 Summer Undergraduate Research Fellowships, 12 fall fellowships and 19 spring 2024 fellowships. A record 40 students applied for 2024 summer research fellowships in seven different colleges. Eight students earned travel awards from OUR and one student will represent the U of I at the national Conference in Undergraduate Research in April.
    - The U of I had a $456,000 National Science Foundation REU Site awarded, which will **help grow undergraduate research during the summer.** The program is called "Elements of Sustainability" and will be housed in Chemistry and Chemical Engineering (PI: Waynant - $456K)

The U of I received more than $900,000 in funding from the National Institutes of Health for the T34 Bridges to Baccalaureate program, which will use research and the cohort building it provides to help students transfer from North Idaho College to the U of I.





TELLING OUR STORY

Best Value Public University in the West

U.S. News & World Report named the University of Idaho the Best Value in the West among public colleges for the fourth straight year and remained second nationally behind the University of North Carolina. The ranking recognizes the overall quality of the institution in relation to the cost of attendance. The U of I was also ranked in the top 6% of all public universities on the Top Public Schools list, ahead of regional land grant peers in Montana, Washington, Nevada, Wyoming and Utah.





A+ rating for scholarship transparency

The University of Idaho remains the only school in the state recognized with an A+ rating in scholarship transparency by Universitybusiness.com. The rating is based on how well universities provide clear, easily accessible information about financial aid to ensure students and parents understand the net cost of a college education.



Study ranks U of I No. 2 in the nation for safety

Academic Influence ranked the University of Idaho No. 2 on its list of The Safest Colleges in America, only behind Purdue University. The list highlights the U of I's crime rate of 1.93 per 1,000 students, along with its numerous programs and resources to promote safety. The article also highlights the Campus Security Team, which works with local law enforcement and emergency responders to address security concerns and cites the U of I's "proactive approach in addressing the mental health and physical safety of people who may have gone through traumatic experiences."







A record number of campus visits

In 2023 the U of I hosted 2,992 prospective students for campus visits, and campus visits have increased 7.5% over the past two years. UIdaho Bound and Meet the Vandals orientation events are attracting large numbers of prospective students. Registration for 2024 UIdaho Bound is up more than 15% over last year.

The College Tour

The U of I was featured on Season 7 of the Amazon Prime series The College Tour in 2023. While Amazon viewership is not available, the video has drawn more than 9,000 views on YouTube alone and is exposing our campus and programs to a broad, new audience.









Highest Spring Enrollment

- Undergraduate enrollment increased 4.6% to 6,807 over Spring 2023.
- First-time students are up 4.9% and transfers students are up 3.2%.
- Dual credit enrollment increased 28% to 1,959 over Spring 2023's enrollment of 1,530.
- Graduate student enrollment declined slightly to 1,901 from Spring 2023's enrollment of 1,933.
- Law school enrollment is up 6.2% to 413 students over spring 2023's enrollment of 389.





U of I's Return on Investment

The Bipartisan Policy Center determined that the average student's return on investment at the U of I is $573,297. The BPC is dedicated to promoting policies that make education more affordable, accessible, effective, and efficient. The Center used data from the U.S. Department of Education to determine its net return on investment figures.



STUDENT SUCCESS

Art that heals

Aiming to blend beauty with healing, Ainsley Bauer hit the mark when she designed her Sabi Sling Chair. The College of Art and Architecture graduate from Spokane tapped into the psychological component of healing for her class project, which guides students from concept design to model making to building their own furniture. Bauer built her chair from a piece of solid Baltic Birch and a leather sling, connected with maple dowels pushed through leather loops. After about 200 hours Bauer perfected her chair, which won first place for Design for Production at the Association of Woodworking and Furnishing Suppliers Expo in Las Vegas. Bauer is now working on her Master's in Architecture at the U of I.





Richter's family inspires lab research

Inspired by his wife and four children, Idaho WWAMI student Jordan Richter works with professor Bethany Fehrenkamp, whose lab focuses on preventative healthcare for mothers and babies. Richter's experience in the lab – assisting in the measurement of the expression of specific genes – supplements his WWAMI coursework. He presented the findings of his research project at the Western Medical Research Conference in Carmel, California earlier this year.

Grad student on the cutting edge of ag tech

Mary Everett began her University of Idaho journey as a marketing major in the College of Business and Economics. The Lewiston native shifted gears after graduation and began specializing in robotics under the tutelage of John Shovic, Director of the Center for Intelligent Industrial Robotics in Coeur d'Alene. Everett finished her doctorate in December and gained incredible experience along the way. She and two classmates built and installed an artificial intelligence system called SCARECRO to equip an automated winery in Virginia. The system gives the vintner microclimate and environmental information to help inform their growing and business practices, saving power and reducing operating costs. Everett helped install a similar system at the Sandpoint Organic Agriculture Center and even presented research findings at the European Conference on Precision Agriculture in Bologna, Italy. She is now doing postdoctoral research at the Center for Industrial Intelligent Robotics.



Engineering students help NASA track gravity waves

A team of University of Idaho College of Engineering students put in long hours during the solar eclipse of 2023, helping NASA gather complex datasets on gravity waves using weather balloons. The team traveled to Lakeview, Oregon, joining high school and middle school students to teach them about gravity waves and the significance of the solar eclipse. The data the team gathered could help improve weather forecast accuracy and the ability to anticipate large weather patterns.
The U of I students held weekly balloon launch sessions to prepare for the precise timing and accuracy required during the national eclipse launching efforts. In 2024, the U of I team will travel to Pennsylvania for launches during the total solar eclipse in April.

Boot Barn internship kicks Richardson's prospects into high gear

Internships can often change career trajectories and Tess Richardson's professional plans took a sharp turn after her experience over the summer. As an apparel design intern for Boot Barn, Richardson came up with two designs that were selected for production. Her reversible Sherpa jacket that includes military, vintage-inspired pockets with color blocking and a vest made from the same materials with different pockets for workwear are slated to be released in fall of 2024. Richardson stayed plenty busy throughout her seven-week internship, working on blueprints for her designs, meeting with technical designers, meeting with vendors, attending fit sessions and learning about store layout. Throughout her experience, Richardson gained a great appreciation for communicating about her designs.



"I had to learn a lot about how to talk about my work," she said. "I typically am not good at sharing why I did that, why that's there and what it means. So, meeting with my manager about my designs for the first time, I didn't know what to say. As we met more, I was able to justify my designs and talk about and present them."

Richardson will graduate from the U of I with her bachelor's degree in Apparel, Textiles and Design in May and plans on a career in men's wear design.

McClain ramps up ASUI's lobbying efforts

Tanner McClain set out to restore Vandal Pride and community as president of the Associated Students of the University of Idaho. And after one term, he felt like there was more to do. McClain was elected for a second term last spring and now as a senior he's determined to make a difference on campus as he prepares for a career in law. He spent the summer as an intern for Idaho Senator Jim Risch in Washington, D.C., and returned to campus with broader perspectives and a renewed passion for collaboration. McClain helped reestablish ASUI's lobbying efforts after they were abandoned during the pandemic. He set out to gather support for an initiative to decriminalize fentanyl test strips in Idaho.

McClain plans to enter the military after he graduates in May and his goal is to become a judge advocate general officer.





Chobani Scholar dives into U of I experience

Alejandro Jimenez is headed into a career at John Deere after a jam-packed four years at the University of Idaho. He discovered the then-new Chobani Scholars program as a senior at Wilder High School and joined the inaugural cohort one year later. The support from Chobani and the College Assistance Migrant Program (CAMP) helped ease his transition to college, and Jimenez took advantage of many campus opportunities. He served as an ambassador for the College of Agricultural and Life Sciences, joined the Omega Delta Phi fraternity and founded the U of I chapter of Minorities in Agriculture, Natural Resources and Related Sciences. The financial backing of several scholarship programs allowed Jimenez to graduate debt-free.

"It impacted my life greatly, not having to worry about financial aid," he said. "I just had to focus on my grades so that was the biggest plus."



FORWARDING SUSTAINABLE SOLUTIONS

U of I earns STARS Gold Rating

The University of Idaho earned a gold rating from the Association for the Advancement of Sustainability in Higher Education. The Sustainability Tracking, Assessment and Rating System (STARS) measures and encourages sustainability in all aspects of higher education and the U of I has participated in the program since 2019.

The U of I's Office of Sustainability was established in 2023 and has worked with partners across campus to create a robust catalog of programs that empower the community to engage in sustainable solutions.

The U of I is a certified Bee Campus through the Xerces Society and a certified Tree Campus through the Arbor Day Foundation. It is the only higher education institution in Idaho to achieve a STARS Gold Rating.





Livestock increase bug numbers, sage grouse food

As part of a 10-year study entomologists at the University of Idaho discovered that more insects and arthropods are found in sage lands grazed by cattle, resulting in more food for sage-grouse chicks.

Professor Courtney Conway and a team of students identified over 270,000 specimens and are working through the campus samples. Their work is just one piece of the U of I's wide-ranging study on sage grouse, which is helping Idaho ranchers keep cattle on their land while informing best practices to preserve the bird's habitat.

U of I grads make a splash in water conservation

From improving water quality to increasing groundwater levels, the University of Idaho's water resources program produces graduates ready to take on one of the most challenging issues of our time.

The U of I's graduate level programs are helping meet the growing need for water resource specialists, environmental compliance inspectors, environmental scientists, ag science teachers and many more related positions. Various degrees are offered through the College of Agricultural and Life Sciences.





PRIORITIZING RESEARCH

The University of Idaho drives Idaho industries and provides practical solutions to the world's toughest challenges. From agriculture to hydrology to forestry and education, U of I research delivers immense value through grants that enrich our communities.

The Journey to R1

The University of Idaho is closing in on its goal of reaching R1 research status. This important step will open the door for faculty to better compete for larger research grants that can play a key role in development of patents, startups, and commercial applications. This is research with a purpose that will solve issues most important to Idaho. **Recent successes put the U of I on track to become Idaho's first R1 research university in 2025.**

- An article in The Chronicle of Higher Education in November 2023 described the new criteria for a university to qualify for R1 research status. **The article included a list of projected R1 institutions under the new criteria, and included the University of Idaho.**
- The University of Idaho shattered its previous record in 2023 with $135,9 million in research expenditures.
- The University of Idaho continues to strengthen support for its research enterprise by hiring post-doctoral researchers. A record number of postdocs were employed in 2023.

POP TALKS

- In November, **eight outstanding U of I faculty presented 3-minute mini-lectures on the "Power of Possibility"** in their respective fields of research to a standing-room only audience on the U of I campus. At the end of the eight presentations the audience voted for their favorite and professor Omi Hodwitz emerged as the winner for her discussion of prison education. Each of the POP Talks was recorded and are now available on U of I's YouTube channel.

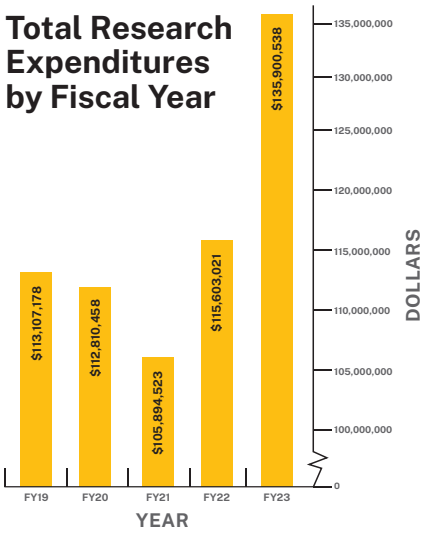
$135.9 million in expenditures

A university working group focusing on the steps to achieve R-1 status under the Carnegie Classification of Institutions of Higher Education developed a roadmap in 2020. As part of the roadmap, U of I has invested in post-doctoral researchers and graduate students to help faculty accomplish research objectives. The benefit to the university, the state of Idaho and our partners throughout the state, is already being realized by a larger share of federal research dollars, higher quality research programs and a greater ability to attract quality faculty and students. The university is on track to reach R-1 status in 2025.

FY23 Research Activity and Expenditures

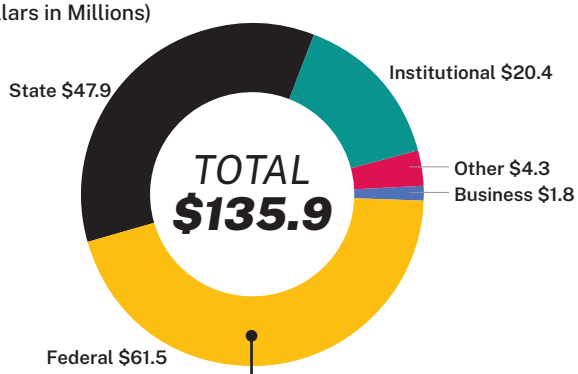
Expenditures are actual dollars spent on research as a measure of research activity. Research activity is the number of proposals and dollars awarded, not all of which is spent at the time of the report.

Total Research Expenditures by Fiscal Year



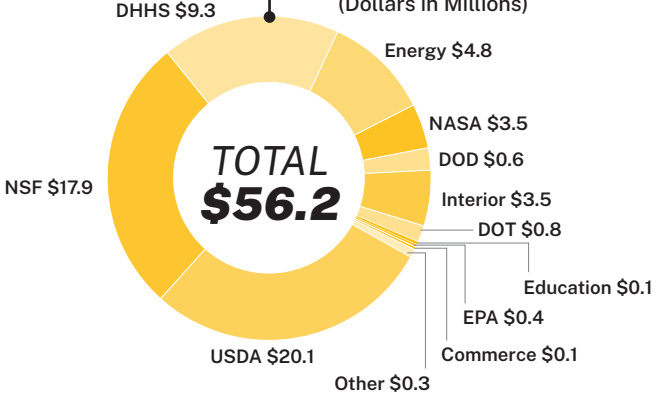
Total Research Expenditures in FY23 by Funding Source

(Dollars in Millions)



Portion of Federal Research Expenditures by Sponsoring Agency

(Dollars in Millions)



Summary of Sponsored Proposals & Awards Activity in FY23

SPONSORED PROJECTS	NUMBER	AMOUNT
Proposals Submitted	893	$340,506,259

AWARDS RECEIVED	NUMBER	AMOUNT
New Awards	452	$119,143,582
Other Actions	277	$52,180,479
TOTAL AWARDS	**729**	**$171,324,061**

FY 23 STATS				
	$135.9 M in research expenditures	**452** new awards	**12** invention disclosures	**12** new licenses

Leading Water Research in Idaho and beyond

NSF PROJECT TO EXPLORE IDAHO ENERGY AND WATER USE

A team of Idaho researchers, led by the University of Idaho's Andrew Kliskey, won a $24 million grant from the National Science Foundation for a project studying the impact of changes in climate, population and technology on energy and water use in the state. Kliskey will lead researchers from the U of I, Boise State University, Idaho State University, the Coeur d'Alene Tribe and the Shoshone Bannock Tribes in collaboration with utility companies, state and federal agencies as well as Idaho cities and counties. The goal is to identify energy and water use strategies that will be resilient to Idaho's changing needs based on feedback from communities.

UI AWARDED GRANT TO IMPROVE WATER BUDGET PREDICTIONS

The University of Idaho was awarded a U.S. Geological Survey 104g National Competitive Grant to lead a modeling project to enhance water budget predictions in the contiguous United States. Professor Meng Zhao will lead the more than $618,000 grant in collaboration with researchers at The Ohio State University and the USGS Upper Midwest Water Science Center. The work will aim to improve the accuracy of hydrologic models to account for below-ground processes concerning how water, soil and vegetation interact with prediction of water resource availability.

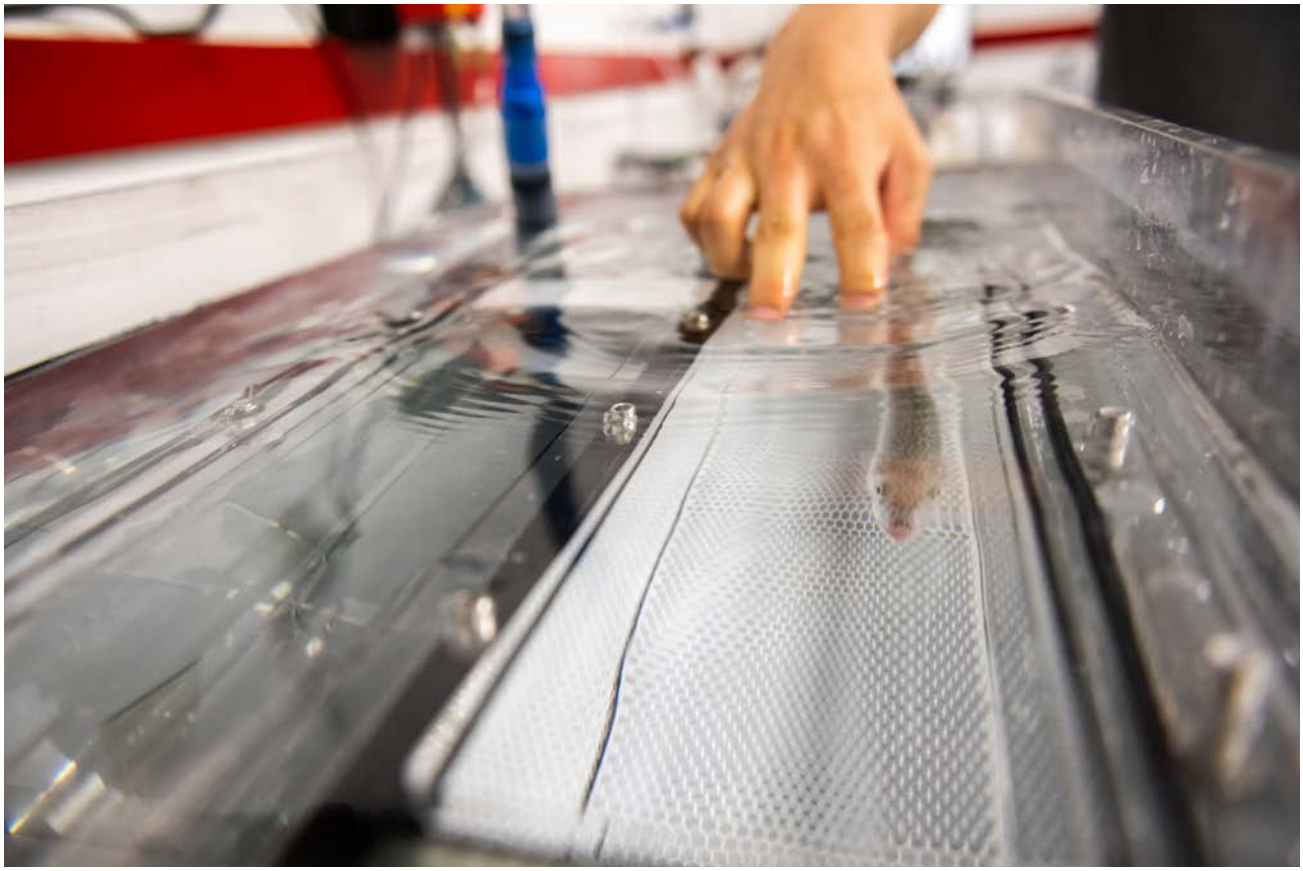


CLEAN WATER MACHINE UTILIZED BY ANHEUSER-BUSCH

Anheuser-Busch's Elk Mountain Farms utilized the University of Idaho's Clean Water Machine to treat shallow groundwater beneath the soil and recover phosphorus. A team of College of Agricultural and Life Sciences researchers used iron and biochar in a flow-through filter to treat the groundwater and the recovered biochar was tested as a soil amendment to nourish and fertilize plants on the farm. Anheuser-Busch may look to implement the technology long term depending on the investment and if the technology can help the company reach one of its sustainability goals.

U OF I RESEARCHERS AIM TO BOOST TROUT PRODUCTION IN GEORGIA

University of Idaho researchers are working with the country of Georgia to modernize its fish farms and preparing Georgians to become aquaculture trainers. The U.S. Department of Agriculture's Foreign Agriculture Service (FAS) tapped scientists with the U of I's Aquaculture Research Institute to lead the effort in Georgia to establish trout production as a significant industry. A team of researchers visited Georgia and toured fish farms and provided equipment and supplies to aid in diagnosing disease and testing water quality. A group of Georgia farmers and other representatives from the country visited ARI's Hagerman facility this year to learn more about the U.S. trout industry.





FUNDRAISING

- The Brave. Bold. Unstoppable. campaign centers on three themes — Student Success, Sustainable Solutions for Idaho and a Thriving Idaho for All, with the goal to raise $500 million by 2025. Through FY 2023, the campaign raised more than $394 million, including more than $119.8 million toward scholarships.
- **The U of I had another outstanding year of fundraising, bringing in $57.4 million in FY23**, our second highest amount ever. A total of 6,742 donors made 14,801 gifts. 59 new endowments were established through nearly $7 million in gifts.
- Vandal Giving Day (April 4, 2023) also set a record for U of I by bringing in $819,662 in just 1,889 minutes.
- In June 2023 P1FCU partnered with the U of I for a 10-year naming sponsorship for the **P1FCU Kibbie Dome** and includes a variety of financial literacy sponsorships for students. In addition to naming the iconic athletic facility, the partnership includes support for two student financial success programs. Better Education About Money for Students (BEAMS) is a financial education and individualized coaching program that teaches financial knowledge and skills. Elevate Idaho focuses on equipping student-athletes with the financial knowledge to help them best navigate their Name, Image, Likeness (NIL) opportunities. The partnership with P1FCU will also include UI Extension Personal and Family Finance programming, which focuses on personal and family finance for low- and moderate-income households in communities throughout the state.



GIVING HIGHLIGHTS

Individuals/Families

- **Suzie and Maury Wiese** established the Wiese Plant Pathology Teaching and Research endowment to support faculty in the College of Agricultural and Life Sciences. In addition to their FY23 support of the endowment, the Wieses generously included an estate gift to U of I to provide future funding for the endowment.
- **Priscilla Wegars '91** made additional gifts to the Terry Abraham and Priscilla Wegars Professor of Asian American Historical Archaeology, an endowed professorship in the College of Letters, Arts and Social Sciences. The endowment's value is now approximately $4.25 million.
- **John A. Huckabay/Durward & Susan Huckabay Foundation** made further contributions to the Durward A. Huckabay, M.D. WWAMI Idaho Scholarship Endowment to make medical education more affordable for Idaho's future physicians. The Huckabay Foundation's $14 million endowment is the largest in U of I history and has distributed $200,529 in scholarship support since spring semester 2022.
- **Alice "Mitzi" McHale** made further contributions to the Eugene A. and Alice J. McHale Scholarship Endowment, established in 2020. To date, the endowment has distributed $138,588 in scholarship support to students in the College of Natural Resources.
- **Nancy and John Nation, Jr. '69** established the Mechanical Engineering Laboratory Equipment Acquisition Fund for upgrades to the College of Engineering Mechanical Engineering Machine Shop, which offers a variety of hands-on learning experiences for students.

Corporations/ Organizations

- **Ardurra Group, Inc.**, a leading provider of multidisciplinary engineering and design services to water, transportation and aviation end-markets, gave $100,000 to support and name the Ardurra Civil and Environmental Engineering Water Lab.
- **Optum Idaho's** mission is to transform the outpatient mental health and substance use system to help people reach recovery. The health care company gave $225,000 to Idaho Extension for Community Health Outcomes (ECHO Idaho) programming and $125,000 to create ECHO Idaho programming addressing behavior health.
- **CHS Foundation** is dedicated to building ag career pathways and educating rural youth by supporting cooperative and safety education, university partnerships and ag leadership programs. Its generous gift of $250,000 directly supports the Meat Science and Innovation Center honoring Ron Richard. The foundation gave an additional $40,000 toward its CHS Foundation Scholarship.
- **Alpine 4-H Club** promotes youth independence and self-confidence all while making new friends and learning exciting new skills. The Alpine 4-H Camp Endowment provides $300,000 for 4-H Summer Camp scholarships as the club removes financial barriers for experiential learning and discovery in a positive environment.
- **Cargill, Inc.** is a family company providing food, ingredients, agricultural solutions and industrial products to nourish the world. Its gift of $500,000 to the Idaho Center for Agriculture Food and the Environment (Idaho CAFE) supports dynamic research and education to develop solutions to complex problems in Idaho's dairy, livestock and food processing industries.



STUDENT IMPACT

"When I am awarded a scholarship, doors open. I worry less about working and instead can invest my time volunteering within my college and community. This scholarship has enabled me to step up as a leader. My senior year, I am the Vice President of the Graue Scholars, an ambassador for the College of Business & Economics, and the student representative on the College's Dean Search Committee."

Lian Koeppel, Business Management '23

"I am a first generation college student who is paying for school by herself. I work during breaks and a part time job while classes are in session. Thanks to scholarship support I am able to afford to further my education without taking student loans out! U of I donors' generosity has inspired me to one day be a donor to the same programs that have impacted me so deeply."

Kamryn Orr, Agriculture Economics '24

"My scholarship has allowed me to attend U of I and prosper without the worry if I can buy my materials to succeed in my courses. I cannot thank the donors enough for the doors that receiving this scholarship has opened to me, but I can guarantee that I will seize every opportunity to be better than I was."

Samuel Aguilar, Exercise, Sport, Health Science Pre-Athletic Training '25

"My scholarship has helped me and my family substantially. My wife and I live in Lewiston, and this scholarship has helped us afford the books and supplies that are needed for my schooling, as well as being able to support ourselves as I go through this program."

Isaac Krasselt, Agricultural Systems Management '24





BUILDING ON OUR FOUNDATION

CAFE

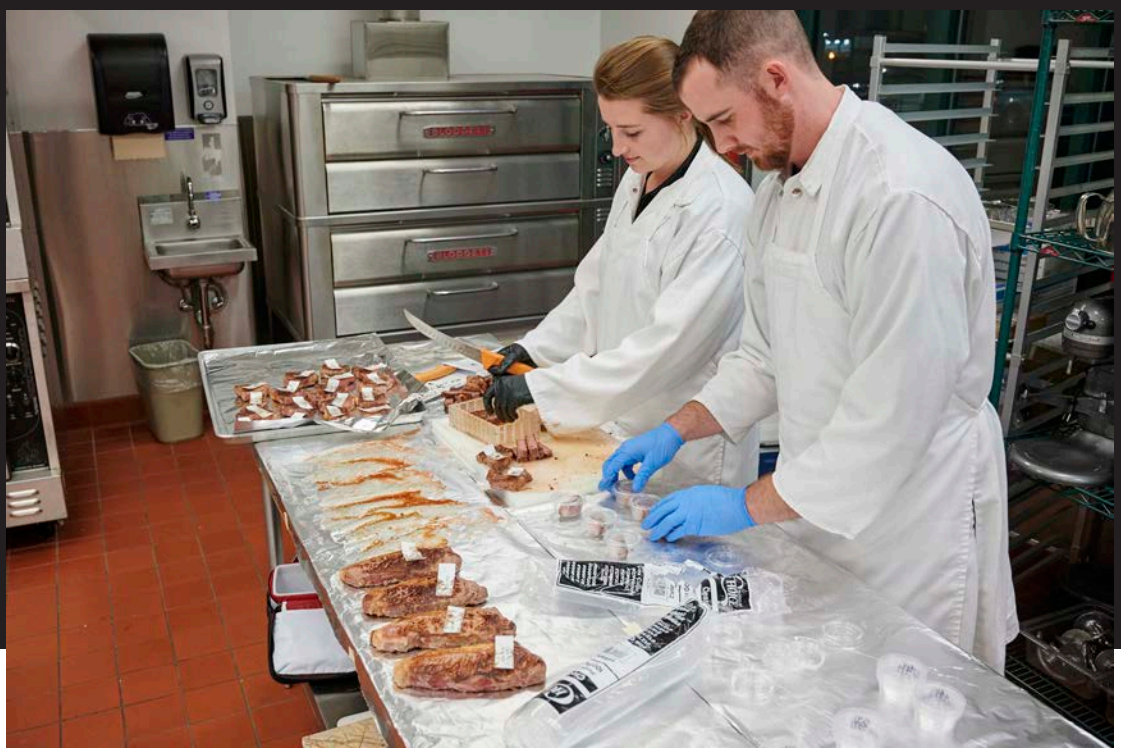


Thanks to key investment from the state, the Idaho Center for Agriculture, Food and the Environment is becoming a reality this year. When finished, CAFE will be the largest research dairy in the country and allow faculty and staff to address constraints on water usage and environmental quality while supporting the agricultural sectors of dairy, livestock and cropland, as well as the food processing industries. A partnership between education, industry and economic development stakeholders will result in dynamic research and education to develop solutions to complex problems.

Research at CAFE will cover a broad range of areas, from agriculture economic impacts and labor management to nutrient and wastewater management.

Meat Science Center

The U of I broke ground on the Meat Science and Innovation Center Honoring Ron Richard on the west side of campus. This facility will be critical for workforce training and research. The current building is more than 50 years old and is the only USDA-inspected facility in the region. The limited space in the building restricts our ability to deliver modern programs and meet local processing needs. The new Center allows us to add value to Idaho agricultural products. Instead of shipping cows out of state for processing, this facility ensures we keep Idaho cows in Idaho – adding to our state's bottom line through sales and income tax returns. The new Meat Science and Innovation Center will house Vandal Brand Meats and help us address a big need in the industry for workforce development and training. It's already garnered more than $6 million in private support from more than 30 stakeholders statewide and it will play a central role in powering Idaho's livestock, agriculture, and meat processing industries.



Parma Research and Extension Center



Idaho has nearly 25,000 farms and ranches, which produce more than 185 different commodities. One of the founding missions of the University of Idaho is to help these farmers, ranchers and associated businesses succeed, through our research and education programs. And one of the best ways to see this in action is at the Parma Research and Extension Center. In 2025, the Center will celebrate a century of supporting Treasure Valley farmers through research focused on the production, harvesting and storage of vegetables, forages, cereals, hops, mint, fruit and seed crops. This partnership has helped ensure Idaho seeds are ranked the best in the world. Seeds like lettuce, carrots, onions and turnips are harvested, cleaned, packaged and shipped to more than 120 countries worldwide – creating thousands of Idaho jobs in the process. The new research and extension center will allow the U of I to deliver critical research and service to Idaho growers.



McCall

Our McCall Field Campus is home to the McCall Outdoor Science School, or MOSS, the premier experiential STEM Education program in Idaho. Each year, thousands of Idaho K-12 students visit the McCall Field Campus to gain hands-on education in STEM fields. Plans are in place to expand and remodel the dining lodge and kitchen as part of the campus master plan. The expansion will triple the capacity of the facility.

The MOSS program aligns with the workforce goals of major employers in our state including Micron and the INL that are dedicated to expanding K-12 STEM learning opportunities. Analysis of State Board of Education data shows that MOSS students are more likely to continue in school with “go-on” rates 20% higher than statewide averages. Our goal is to make the MOSS experience available to every student in the state, and ultimately increase the supply of STEM-ready students.



CONCLUSION

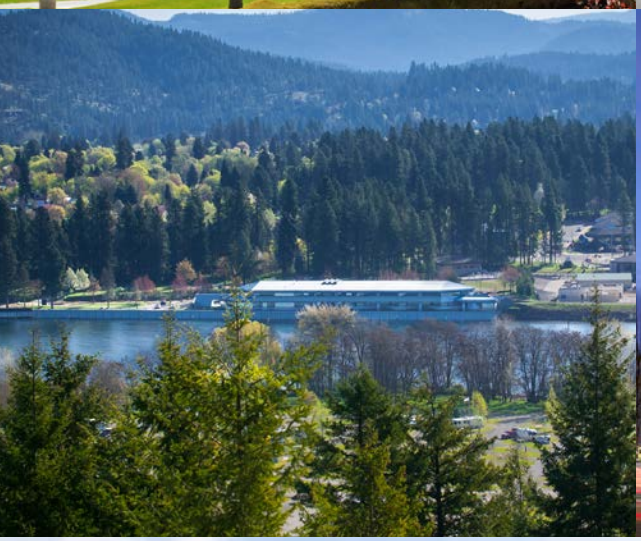
The University of Idaho delivers award-winning value for students and for the state of Idaho. Our research powers industry and provides practical solutions to the state's toughest challenges. Despite significant obstacles in recent years, the U of I continues to grow enrollment, fundraise at a record-breaking pace and expand its research portfolio. We remain committed to delivering education that is world class and Idaho focused.

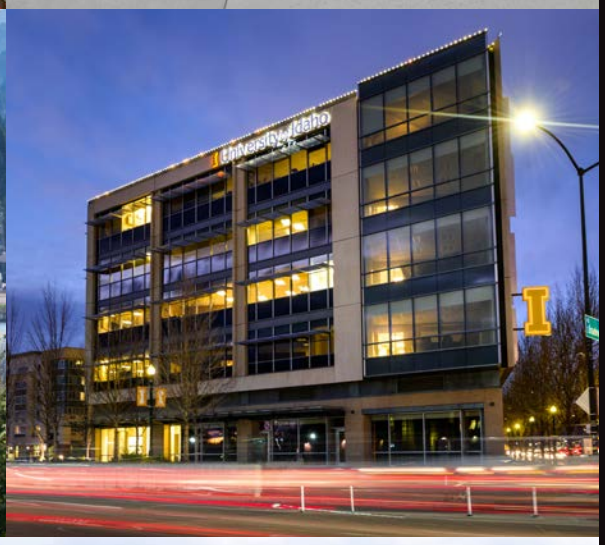














University of Idaho

SUBJECT

Board Policy I.M. Annual Planning and Reporting

REFERENCE

March 2008	Board approved first reading of Board Policy I.M. clarifying the Board's role in accreditation visits and Board self-evaluation
April 2008	Board approved second reading of Board Policy I.M.
August 2008	Board approved first reading of Board Policy I.M. clarifying reporting requirements for strategic plans and performance measures
October 2008	Board approved second reading of Board Policy I.M.
April 2011	Board approved first reading of Board Policy I.M.
June 2011	Board approved second reading of Board Policy I.M.
December 2016	Board approved first reading of Board Policy I.M. adding definitions of strategic plan components.
February 2017	Board approved second reading of Board Policy I.M.

APPLICABLE STATUTE, RULE, OR POLICY

Board Policy I.M. Annual Planning and Reporting
Sections 67-1901 through 67-1905, Idaho Code

BACKGROUND/DISCUSSION

Sections 67-1901 through 67-1905, Idaho Code, establish the state's annual strategic plan and performance reporting requirements. These requirements include the annual review and submission of strategic plans and performance measures. Institutions and agencies under the oversight of the Board submit their strategic plans to the Board for approval. The approved plans are then submitted by the Board office to the Division of Financial Management (DFM). This is part of a year-long cycle of continuous improvement.

Title 67, Chapter 19, Idaho Code also establishes that the guidance for the statewide strategic planning process is to be governed by DFM. The DFM maintains a Strategic Planning and Performance Reporting guidance document and provides training to state agencies.

Board Policy I.M. is currently in need of revisions to ensure alignment of this policy with the definitions established in statute and with the requirements outlined in the DFM guidance document.

IMPACT

Proposed revisions to Board Policy I.M. largely remove unnecessary repetition of statute and DFM guidance. The revisions propose to retain only the additional requirements for agencies and institutions under the governance of the Board. This includes the timeline for Board approval of strategic plans.

ATTACHMENTS

Attachment 1 – Board Policy I.M. Annual Planning and Reporting – Proposed Revisions, redline

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommend that the proposed revisions to Board Policy I.M. progress to a second reading in June.

BOARD ACTION

I move to approve the first reading of proposed revisions to Board Policy I.M. as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: M. Annual Planning and Reporting ~~February~~ June 20~~17~~24

This subsection shall apply to Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, North Idaho College, and the agencies, ~~special and health programs~~ under the Board's governance and oversight. ~~As used in this section, the reference to "institutions and agencies" shall include the special and health programs.~~

~~1. 1. K-20 Education Strategic Plan~~Board Approval

1.

a. Th~~Th~~e Board will approve annually~~, consistent with its vision and mission~~ a K-20 strategic plan and ~~.~~ strategic plans for each agency and institution.

b. The Board will approve annually a K-20 performance report and performance reports for each agency and institution.

2. Strategic Plan Requirements

a. All strategic plans shall be compliant with Idaho Code § 67-1903 and the Strategic Planning and Performance Report Guide maintained by the Division of Financial Management (DFM).

b. All strategic plans shall be aligned to the Board approved K-20 strategic plan.

c. Mission statements used in strategic planning must be approved by the Board, pursuant to Board Policy III.I or by the community college's board of trustees.

i. Mission statements may be approved in conjunction with the strategic planning process or brought to the Board as a separate agenda item.

d. Institutional strategic plans shall be compliant with applicable accreditation requirements.

e. All strategic plans shall include at least one programatic goal and one operational goal.

3. Performance Report Requirements

a. All performance reports shall be compliant with Idaho Code § 67-1904 and the Strategic Planning and Performance Report Guide maintained by DFM.

b. Board staff will make available a performance report template for consistent reporting across all agencies and institutions.

4. Training

a. Key personnel from Board staff and each agency and institution shall be required to participate in training offered by the DFM pursuant to Idaho Code § 67-1905.

5. Timeline

a. All agencies and institutions shall submit complete drafts of their strategic plans to designated Board staff no later than the meeting materials due date for the Board's regularly scheduled April meeting each year.

b. All agencies and institutions shall submit complete final drafts of their strategic plans to designated board staff no later than the meeting materials due date for the Board's regularly scheduled June meeting each year.
c. All agencies and institutions shall submit final drafts of performance reports to the designated board staff no later than the meeting materials due date for the Board's regularly scheduled October meeting each year.
d. Community colleges must seek approval from their boards of trustees prior to submitting final drafts of strategic plans and performance reports to the Board.
e. Board approved strategic plans and performance reports shall be submitted by Board staff to DFM, on behalf of the agencies and institutions.

6. Annual Reports
a. Agencies and institutions shall provide annual progress reports to the Board in accordance with a reporting schedule established by the Board's executive director.
b. Annual reports shall include, but need not be limited to, an update on the agency or institution's progress toward meeting objectives established in the strategic plan.
~~Approved plans shall be submitted by the Board for submital to the appropriate state administrative entity in order to meet the state's annual planning requirements, in compliance with Chapter 19, Title 67, Idaho Code.~~

~~The statewide plan will outline the goals and objectives necessary for the responsible management of the statewide system of K-20 education. The strategic plan will be prepared by Board staff in consultation with the institutions, agencies, and Board committees and reflect fiscal or other constraints and opportunities. Major elements of the plan will take into consideration the environment within which K-12 and postsecondary education in the state operates, including economic constraints; identification of system priorities; and measures to ensure quality, efficient use of state resources, and responsiveness to the citizens of Idaho. The strategic plan shall be in compliance with Chapter 19, Title 67, Idaho Code.~~

~~2. Defined Terms~~
~~As used in this section the following terms shall apply:~~
~~a. Benchmarks means performance targets for each performance measure for at a minimum the next fiscal year. Benchmarks stretch and challenge the institutions and agencies, while being realistic and achievable within the specified time frame.~~
~~b. External factors means external factors that are beyond the control of the agency that affect the achievement of goals. Key external factors to the agency are those factors which are beyond the control of the organization. They include changes in economic, social, technological, ecological or regulatory environments which could impact the agency and its ability to fulfill its mission and goals.~~

~~c. Goals mean a planning element that describes the broad condition or outcome that the agency, institution or program is trying to achieve. Goals are the general ends toward which institutions and agencies direct their efforts. A goal addresses issues by stating policy intention. Goals can be presenting in both qualitative and quantitative form.~~

~~d. Mission statements means a statement identifying the specific institution or agency purpose. A mission statement concisely identifies what the institution or agency does, why, and for whom. A mission statement identifies the unique purposes promoted and served by the institution or agency.~~

~~e. Objectives means a planning element that describes how the institutuion or agency plans to achieve each goal. Objectives are clear targets for specific action. They mark quantifiable interim steps toward achieving an institution's or agencies goals. Objectives must be measurable and be time-based statements of intent. Objectives emphasize the results of institution and agency actions at the end of a specific time period.~~

~~f. Performance measures mean a quantifiable assessment of the progress the institution or agency is making in achieving a goal and objective. Performance measures are gauges of the actual impact or effect upon a stated condition or problem and are tools to assess the effectiveness of an institution or agencies performance and the public benefit derived.~~

~~g. Strategies means identified methods to achieve goals and objectives. Strategies are formulated from goals and objectives and is a means for transforming inputs into outputs, and ultimately outcomes, with the best use of resources. A strategy reflects budgetary and other available resources.~~

~~h. Vision statements mean outcome based statements outlining what the institution or agency inspires to be. The vision statement provides the reader with a clear description of how the institution or agency sees the future should their goals and objectives be achieved.~~

~~2. Strategic Plans~~

~~Each institution and agency will develop and maintain five (5) year strategic plans. Five year strategic plans will include the current year and four (4) years looking forward.~~

~~i. Institution, and agency strategic plans shall be aligned with the Board's K-20 education strategic plan and, for institutions, with their accreditation requirements. They are to be created in accordance with Board guidelines, and must be consistent with Board approved mission statements. Community colleges shall use the mission statements approved by their respective local Board of trustees. Institution mission statements shall be approved in accordance with Board policy subsection III.I. and may be approved in conjunction with their strategic plan approvals or separately. Only approved mission statements shall be used in the strategic plans.~~

~~ii. Plans shall be updated annually and submitted to the Board for approval in accordance with the schedule established by the Executive Director.~~

~~iii.~~i. ~~Approved plans shall be submitted by the Board for submital to the appropriate state administrative entity in order to meet the state's annual planning requirements, in compliance with Chapter 19, Title 67, Idaho Code.~~

~~b. Format~~

~~Plans submitted to the Board annually must be as concise as possible and in accordance with the format and template established by the Executive Director or the Planning, Policy and Government Affairs Committee. The template shall be such that each goal has one (1) or more objective and each objective has one (1) or more performance measure with a benchmark. Performance measures will be included in such a way as it is clear which objective they are measuring.~~

~~Plans shall contain at a minimum:~~

~~i. A comprehensive mission and vision statement covering the major programs, functions and activities of the institution or agency. Institution mission statements must articulate a purpose appropriate for a degree granting institution of higher education, with its primary purpose to serve the educations interest of its students and its principal programs leading to recognized degrees. In alignment with regional accreditation, the institution must articulate its purpose in a mission statement, and identify core themes that comprise essential elements of that mission.~~

~~ii. General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.~~

~~1) Institutions (including Career Technical Education) shall address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including foundation activities), and the external environment served by the institution.~~

~~2) Agencies shall address, at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).~~

~~3) Each objective must include at a minimum one performance measure with a benchmark.~~

~~iii. Performance measures must be quantifiable indicators of progress.~~

~~iv. Benchmarks for each performance measure must be, at a minimum, for the next fiscal year, and include an explanation of how the benchmark level was established.~~

~~v. Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.~~

~~vi. A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.~~

~~vii. Institutions and agencies may include strategies at their discretion.~~

7. ~~3. P~~Performance Measures

~~Performance measures will be developed in conjunction with the Board's strategic planning process and will be updated annually for Board approval. Performance measures are approved by the Board through their inclusion in the institution and agency strategic plans. Performance measures will be used to measure results, ensure accountability, and encourage continuous improvement to meet goals and objectives. Performance measure reports are submitted annually to the Board in accordance with the schedule and format established by the Executive Director.~~

~~a. In addition to the performance measures developed by the institution or agency the Board may develop a set of uniform system-wide performance measures for the institutions or agencies that will gauge progress in such areas as enrollment, retention, and graduation or other priority areas identified by the Board. All such performance measures shall be included in the institutions or agencies strategic plan and reported annually with the institution or agencies annual performance measure report. System wide performance measures shall be reported in a consistent manner established by Board staff.~~

~~b. Each institution and agency will develop performance measures tied to its strategic plan and clearly aligned to their mission, goals, and objectives.~~

~~c. Only performance measures approved by the Board through the strategic planning process may be included as a performance measure on the annual performance measure report.~~

~~d. The strategic plan shall serve as the basis for the annual performance measure report. Annual performance measure reports shall include at a minimum benchmarks for each measure for, the next fiscal year, and for each year of the four (4) previous years of reported actual results.~~

a. The Board may develop a set of uniform system-wide performance measures for agencies or institutions.
   i. The Board may require agencies and institutions to include such measures in the agency or institution's strategic plan and performance report.
   ii. Board staff will determine the business rules applicable to such measures.
   iii. Board staff will provide a reporting schedule for such measures.
b. Agencies and institutions may include additional performance measures in their strategic plan. However, Idaho Code § 67-1904 establishes that no more than ten (10) performance measures may be included in the performance report.

8. ~~Statewide~~Additional Reports ~~Reporting~~

~~Each institution and agency~~Agencies and institutions will provide ~~to the~~any data or report requested by the Board, ~~upon request or~~ in accordance with a schedule and format established by the Executive Director~~, any data or report requested~~.

~~For the purposes of reporting postsecondary data t~~The census dates for reporting postsecondary data shall be October 15th and March 15th of each year.

~~4. Progress Reports~~

~~Progress reports shall include, but are not limited to, progress on the approved strategic plan, details of implementation, status of goals and objectives, and expanded information on points of interest and special appropriations. Progress reports shall be provided to the Board at least once annually in accordance with a schedule and format established by the Executive Director. Community colleges may report biennially. The established format shall include a template of standard areas for reporting.~~

~~5. Statewide Reporting~~

~~Each institution and agency will provide to the Board, upon request or in accordance with a schedule and format established by the Executive Director, any data or report requested.~~

~~For the purposes of reporting postsecondary data the census dates shall be October 15th and March 15th of each year.~~

~~6. Self-Evaluation~~

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES
SUBSECTION: M. Annual Planning and Reporting ~~February~~ June 20~~17~~24

~~Each year, the Board will conduct a self-evaluation in conjunction with annual strategic planning activities. The self-evaluation methodology will include a staff analysis of all institution and agency annual performance reporting, and comments and suggestions solicited from Board constituency groups to include the Governor, the Legislature, agency heads, institution presidents and other stakeholders identified by the Board President. The Planning, Policy and Governmental Affairs Committee of the Board will annually develop a tailored Board self-evaluation questionnaire for use by individual Board members and the Board collectively to evaluate their own performance. Annually, in conjunction with a regular or special meeting, the Board will discuss the key issues identified in the institution and agency performance reporting assessment, comments and suggestions received from constituency groups, and the self-evaluation questionnaire in order to further refine Board strategic goals, objectives and strategies for continuous improvement of Board governance and oversight. Self-evaluation results will be shared with constituent groups and should heavily influence strategic plan development.~~

SUBJECT

Board Policy I.G. – Conflict of Interest – proposed repeal; Board Policy II.Q – Conflict of Interest – proposed revisions; Board Bylaws – proposed revisions – first reading

REFERENCE

April 2002	The Board established Board Policy I.G.
December,13 2002	The Board approved amendments to Board Policy I.G.
December 2008	Minor technical corrections were made to Policy I.G. Board approval is not required for technical corrections.
February 2000	The Board established Board Policy II.Q.
July 2001	The Board approved amendments to Board Policy II.Q
December 2008	Minor technical corrections were made to Policy II.Q. Board approval is not required for technical corrections.
February 2014	The Board approved revisions to the Board Bylaws.
February 2015	The Board approved amendments to Board Bylaws.
August 2016	The Board approved amendments to Board Bylaws.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-105 – Rules – Executive Department
Board Policy I. Board Bylaws (Operational Procedures)
Board Policy I.G. – General Governing Policies and Procedures - Conflict of Interest
Board Policy II.Q – Human Resources Polices and Procedures - Conflict of Interest and Ethical Conduct – All Employees

BACKGROUND/DISCUSSION

Board Policies I.G. and II.Q. both address conflicts of interest. Proposed changes include relocating the text of I.G. to the Board's Bylaws to clarify its application to Board members. Policy II.Q. is located within the Board's human resources policies and procedures and is applicable to the employees of the institutions and agencies under the Board's governance. Additional changes to both policies are intended to make references consistent between the two policies.

IMPACT

The proposed repeal and relocation of conflict of interest policy related to board members will ensure that policy related to Board members is more properly located in the Board Bylaws. The proposed revisions to Board Policy II.Q will help clarify the conflict of interest and ethical conduct expectations of employees.

If the Board approves the first reading of the proposed repeal and relocation and the proposed revision as presented in Attachments 1, 2, and 3, Board staff will address any final necessary edits in preparation for a final consideration by the Board at the regular June meeting.

ATTACHMENTS

Attachment 1 – Board Policy I.G. – Proposed Repeal
Attachment 2 – Board Bylaws – Proposed Revision
Attachment 3 - Board Policy II.Q – Proposed Revisions

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the first read of the proposed repeal and relocation of conflict of interest policy related to Board members and that the Board approve the first reading of the proposed revisions to conflict of interest policy related to employees.

BOARD ACTION

I move to approve the first reading of the proposed repeal and relocation of Board Policy I.G., the proposed revisions to the Board Bylaws, and the proposed revisions to Board Policy II.Q.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: G. Conflict of Interest

~~December 2008~~June 2024 repealed and relocated to I.BYLAWS (Operational Procedures)

~~1. Policy~~

~~Members of the Board and administrators and employees of the institutions and agencies serve a public interest role and have a clear obligation to conduct all affairs of the institution, school and agency in a manner consistent with that role. All decisions of the Board, administrators, and employees are to be made solely on the basis of a desire to promote the best interests of the institution, school or agency and the public good.~~

~~2. Procedure~~

~~a. The policy of the Board requires that in the event the Board, administrators, or employees must consider any transaction for an institution, school or agency that also involves (a) a member of the Board, an administrator, or employee or (b) a member of his or her immediate family or close relative ("immediate family" means the employee's spouse, parent, step-parent, guardian, brother, sister, mother-in-law, father-in-law, child, or stepchild; "close relative" means the employee's grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.), or (c) an organization with which a member of the Board, an administrator, or employee is affiliated, such Board member, administrator, or employee, at the first knowledge of such transaction, must disclose such real or potential conflict. Board members disclose to the Board and administrators and employees disclose to his or her supervisor.~~

~~b. Such disclosure is further required of Board members, administrators, or employees concerning all relationships and business affiliations that reasonably could give rise to a conflict of interest involving an institution, school or agency. For the purpose of this procedure, affiliation is understood to exist if the Board member, administrator, employee, or a member of the family is:~~

~~(1) An officer, director, trustee, partner, employee, or agent of such organization; or~~

~~(2) Either the actual or beneficial owner of more than five percent (5%) of the voting stock or controlling interest of such organization; or~~

~~(3) Has any other direct or indirect dealings with such organization from which he or she knowingly benefited (e.g., through receipt directly or indirectly of cash or other property in excess of $500 a year exclusive of dividends or interest).~~

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: G. Conflict of Interest ~~December 2008~~June 2024 repealed and relocated to I.BYLAWS (Operational Procedures)

~~c. Board members, administrators, and other employees who have a real or potential conflict of interest in any matter before the Board or the institution, school or agency administration will comply with all applicable statutes and rules governing conflicts of interest including, but not limited to, the Bribery and Corrupt Influences Act, Idaho Code §18-1351 et. seq. and the Ethics in Government Act of 1990, Idaho Code §18-1351 et. seq. and the Ethics in Government Act of 1990, Idaho Code §59-701 et. seq.~~

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: I. BYLAWS (Operational Procedures) ~~October 2022~~June 2024

A. Office of the State Board of Education

The Board maintains an Office of the State Board for the purpose of carrying out the administrative, financial, and coordinating functions required for the effective operation of the institutions and agencies under the governance of the Board. The staff of the Office of the State Board serve under the direction of the executive director, who is responsible directly to the Board.

B. Meetings

1. The Board will maintain a 12-month rolling meeting schedule. To accomplish this, the Board will, at each of its regularly scheduled meetings, update its 12-month rolling schedule of Board meetings, provided, however, that the Board by majority vote, or the Board president after consultation with Board members, may reschedule or cancel any meeting.

2. The Board may hold special meetings by vote of a majority of the Board taken during any regular meeting or by call of the Board president.

3. All meetings of the Board are held at such place or places as may be determined by the Board.

4. Actions that impact ongoing future behavior of agencies and institutions shall be incorporated into Board policy. Actions limited to a specific request from an institution or agency, if not acted on within one year of approval, must be brought back to the Board for reconsideration prior to action by the institution or agency. This requirement does not apply to program approval time limits.

C. Rules of Order

1. Meetings of the Board are conducted in accordance with controlling statutes and applicable bylaws, regulations, procedures, or policies. In the absence of such statutes, bylaws, regulations, procedures, or policies, meetings are conducted in accordance with the current edition of *Robert's Rules of Order, Newly Revised*.

2. A quorum of the Board consists of five (5) Board members.

3. With the exception of procedural motions, all motions, resolutions, or other propositions requiring Board action will, whenever practicable, be reduced to writing before submission to a vote.

4. A roll-call vote of the Board is taken on all propositions involving any matters of bonded indebtedness; convening an executive session of the Board; or on any other action at the request of any Board member or upon the advice of legal counsel. The first voter is rotated on each subsequent roll-call vote.

D. Officers and Representatives

1. The officers of the Board include:
   a. A president, a vice president, and a secretary, who are members of the Board.
   b. An executive secretary, who is the state superintendent of public instruction.

2. The president, vice president, and secretary are elected at the organizational meeting for one (1) year terms and hold office until their successors are elected. Vacancies in these offices are filled by election for the remainder of the unexpired term.

3. Board representatives to serve on other boards, commissions, committees, and similar bodies are appointed by the Board president.

4. The executive director is appointed by and serves at the pleasure of the Board unless the contract of employment specifies otherwise. The executive director serves as the chief executive officer of the Office of the State Board of Education.

E. Duties of Board Officers

1. Board President
   a. Presides at all Board meetings, with full power to discuss and vote on all matters before the Board.
   b. Submits such information and recommendations considered proper concerning the business and interests of the Board.
   c. Signs, in accordance with applicable statutes and Board action, all contracts, minutes, agreements, and other documents approved by the Board, except in those instances wherein the Board, by its procedures, has authorized the Board president to designate or has otherwise designated persons to sign in the name of or on behalf of the Board.
   d. Gives prior approval for any official out-of-state travel of seven (7) days or more by Board members, institution heads, and the executive director.
   e. Subject to action of the Board, gives notice and establishes the dates and locations of all regular Board meetings.
   f. Calls special Board meetings at any time and place designated in such call in accordance with the Open Meeting Law.
   g. Establishes screening and selection committees for all appointments of agency and institutional heads.
   h. Appoints Board members to all standing and interim committees of the Board.
   i. Establishes the Board agenda in consultation with the executive director.
   j. Serves as chief spokesperson for the Board and, with the executive director, carries out the Board's policies between meetings.

2. Vice President
   a. Presides at meetings in the event of absence of the Board president.
   b. Performs the Board president's duties in the event of the Board president's inability to do so.
   c. Becomes the acting Board president in the event of the resignation or permanent inability of the Board president until such time as a new president is elected.

3. Secretary
   a. Presides at meetings in the event of absence of the Board president and vice president.
   b. Signs, in accordance with applicable statutes and Board action, all minutes, contracts, agreements, and other documents approved by the Board except in those instances wherein the Board, by its procedures, has authorized or has otherwise designated persons to sign in the name of or on behalf of the Board secretary.

4. Executive Secretary
   The state superintendent of public instruction, when acting as the executive secretary, is responsible for:
   a. Carrying out policies, procedures, and duties prescribed by the Constitution of the State of Idaho, and Idaho Code or established by the Board for all elementary and secondary school matters.
   b. Presenting to the Board recommendations concerning elementary and secondary school matters and matters of the State Department of Education.

5. Executive Director

   The executive director serves as the chief executive officer of the Board, as chief administrative officer of Office of the State Board of Education, and as chief executive officer of such federal or state programs as are directly vested in the State Board of Education. The position description for the executive director, as approved by the Board, defines the scope of duties for which the executive director is responsible and is accountable to the Board.

F. Standing Committees of the Board

The Board may organize itself into standing and other committees as necessary. Committee members are appointed by the Board president after informal consultation with other Board members. Any such standing committee is responsible for performing work pursuant to Board policy or delegation. Such committees may not take any action, except when authority to act has been delegated by the Board. The Board president may serve as an ex-officio member of any standing or other committee. The procedural guidelines for Board committees appear in the Board Governing Policies and Procedures.

For purposes of the bylaws, the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Western Idaho, College of Southern Idaho, and North Idaho College are included in references to the "institutions;" and Idaho Public Television, the Division of Vocational Rehabilitation, the Division of Career Technical Education, and the State Department of Education, are included in references to the "agencies." An institution or agency may, at its option and with concurrence of the Board president, comment on any committee report or recommendation.

1. Planning, Policy and Governmental Affairs Committee

   a. Purpose

      The Planning, Policy and Governmental Affairs Committee is a standing advisory committee of the Board. It is responsible for developing and presenting guidance to the agencies and institutions under the Board on the implementation of Board action on matters of policy, planning, and governmental affairs. The committee, in conjunction with the chief executive officers and chief administrators of the Board governed agencies and institutions, will develop guidance on the implementation of the Board's planning initiatives and goals. This committee shall also provide more detailed information to the Board on collaborative and cooperative measures for all education entities and branches of state government necessary to provide for the general supervision, governance and control of the state educational institutions, agencies and public schools, with the goal of producing a seamless educational system.

   b. Composition

      The Planning, Policy and Governmental Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as the chairperson and spokesperson of the committee, and is staffed by the Board's Chief Planning and Policy Officer. The Planning, Policy and Governmental Affairs Committee may form working unit or units, as necessary, to advise the committee. The chairperson presents all committee and working unit updates to the Board.

   c. Responsibilities and Procedures

      The Planning, Policy and Governmental Affairs Committee is responsible for providing updates to the Board in the following general areas:

      i. Long range planning and coordination;
      ii. Initial discussions and direction on strategic policy initiatives and goals;

iii. Legislative proposals and administrative rules for Board agencies and institutions;
iv. Coordination and communication with the Governor, the Legislature, and all other governmental entities with regard to items of legislation, Board policy and planning initiatives;
v. Review and revision of Board policies, administrative rules and education-related statutes for consistency and compatibility with the Board's strategic direction;
vi. Reports and recommendations from workgroups and committees pertaining to education policy, planning and governmental affairs, including career technical education;
vii. Other matters as assigned by the Board.

At the direction of the Board president, any matter before the Board may be removed to the Planning, Policy and Governmental Affairs Committee for initial action or consideration.

The Planning, Policy and Governmental Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Planning and Policy Officer, under the direction of the chairperson, prepares the agenda for the Planning, Policy and Governmental Affairs Committee work that is under consideration at each meeting of the Board.

2. Instruction, Research and Student Affairs Committee

a. Purpose

The Instruction, Research and Student Affairs Committee is a standing advisory committee of the Board. It is responsible for implementing Board action and developing guidance to the institutions and agencies on matters of policy and procedure concerning instruction, research and student affairs.

b. Composition

The Instruction, Research and Student Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Academic Officer. The Instruction, Research and Student Affairs Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the Council on Academic Affairs and Programs (CAAP), which shall be composed of the Board's Chief Academic Officer and the chief academic officers of the institutions and agencies. The chairperson presents all committee and working group recommendations to the Board.

c. Responsibilities and Procedures

The Instruction, Research and Student Affairs Committee is responsible for updates to the Board in the following general areas:

i. Agency and institutional instruction, research and student affairs agenda items;
ii. Instruction, academic or career technical program approval;
iii. Instruction, academic or career technical program review, consolidation, modification, and discontinuance, and course offerings;
iv. Outreach, technology and distant learning impacting programs and their delivery;
v. Long-range instruction, academic and career technical planning;
vi. Registration of out-of-state institutions offering programs or courses in Idaho;
vii. Continuing education, professional development, workforce training, programs for at-risk populations, career guidance;
viii. Student organizations' activities and issues; and
ix. Other matters as assigned by the Board.

The Instruction, Research and Student Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief academic officer, under the direction of the chairperson, prepares the agenda for the Instruction, Research and Student Affairs Committee work that is under consideration at each meeting of the Board.

3. Business Affairs and Human Resources Committee

a. Purpose

The Business Affairs and Human Resources Committee is a standing advisory committee of the Board. It is responsible for developing and presenting updates to the Board on matters of policy and procedures concerning business affairs and human resources affairs.

b. Composition

The Business Affairs and Human Resources Committee is composed of two (2) or more members of the Board appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Fiscal Officer. The Business Affairs and Human Resources Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the

Financial Vice Presidents council, which shall be composed of the Board's Chief Fiscal Officer and the chief financial officers of the institutions and agencies. The chairperson presents all committee updates to the Board.

c. Responsibilities and Procedures

The Business Affairs and Human Resources Committee is responsible, through its various working unit or units, for providing guidance on the implementation of Board action to the institutions and agencies under the Board in the following general areas:

i. Agency and institutional financial agenda items;
ii. Coordination and development of guidelines and information for agency and institutional budget requests and operating budgets;
iii. Long-range fiscal planning;
iv. Fiscal analysis of the following:

1) New and expanded financial programs;
2) Establishment, discontinuance or change in designation of administrative units;
3) Consolidation, relocation, or discontinuance of programs;
4) New facilities and any major modifications to facilities which would result in changes in programs or program capacity;
5) Student fees and tuition; and
6) Other matters as assigned by the Board.

The Business Affairs and Human Resources Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief fiscal officer, under the direction of the chairperson, prepares the agenda for the Business Affairs and Human Resources Committee work that is under consideration at each meeting of the Board.

4. Audit, Risk and Compliance Committee

a. Purpose

The Audit, Risk and Compliance Committee is a standing committee of the Board. The Audit, Risk and Compliance Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

b. Composition

The Audit, Risk and Compliance Committee members shall be appointed by the Board and shall consist of five or more members. Three members of the Committee shall be current Board members and at least two members shall be independent non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. No employee of an institution or agency under the governance of the Board shall serve on the Audit, Risk and Compliance Committee. Each Committee member shall be free from any relationship that would interfere with the exercise of independent judgment. Committee members shall not be compensated for their service on the committee, and shall not have a financial interest in, or any other conflict of interest with, any entity doing business with the Board, or any institution or agency under the governance of the Board. Audit, Risk and Compliance Committee members who are Board members may be compensated for Board service. The Audit, Risk and Compliance Committee may appoint a working unit or units, which could include the chief financial officers of the institutions and financial officers of the Board office.

All members shall have an understanding of financial affairs and the ability to exercise independent judgment. Committee appointments will be made is such a way that collectively the Committee membership possesses sufficient knowledge of internal audit, external audit, accounting, finance, information technology, compliance, risk management, higher education, and governance concepts. At least one member of the committee shall have current accounting or related financial management expertise in the following areas:

i. An understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
ii. The ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
iii. Experience in preparing or auditing financial statements and;
iv. An understanding of internal controls.

Members may be reappointed. The Audit, Risk and Compliance Committee chair shall be appointed by the Board president and shall be a Board member.

c. Responsibilities and Procedures

It is not the Committee's duty to plan or conduct audits or to determine that the institution's financial statements are complete, accurate and in accordance with generally accepted accounting principles. Management of the applicable institutions and agencies shall be responsible for the preparation, presentation, and integrity of the financial statements and for the appropriateness of the

accounting principles and reporting policies used. The following shall be the principal duties and responsibilities of the Committee:

i. Recommend the appointment and compensation to the Board of the external auditors. Evaluate and oversee the work of the external auditors. The Committee must review any services prior to being provided by the external auditor. The external auditing firm shall report directly to the committee as well as the Board and the auditor's "engagement letter" shall be addressed to the Committee and the president of each institution. The Committee shall have the authority to engage the Board's legal counsel and other consultants as necessary to carry out its duties.
ii. Evaluate and oversee the work of the Internal Audit and Advisory Services unit (IAAS), located within the Board office.
iii. Discuss with the external auditors the audit scope, focusing on areas of concern or interest;
iv. Review the financial statements, adequacy of internal controls and findings with the external auditors. The external auditor's "management letter" shall include management responses and be addressed to the Audit, Risk and Compliance Committee and president of the institution.
v. Ensure the external auditor presents the financial statements to the Board and provides detail and summary reports as appropriate.
vi. Oversee standards of conduct (ethical behavior) and conflict of interest policies of the Board and the institutions and agencies under its governance including establishment of confidential complaint mechanisms.
vii. Monitor the independence and performance of each organization's external auditor and internal auditing departments;
viii. Provide general guidance for developing risk assessment models for all institutions.
ix. Provide an avenue of communication among the external auditor, management, the internal audit staff and the Board.
x. Maintain audit review responsibilities of institutional affiliates to include but not limited to foundations and booster organizations.
xi. Oversee institutional compliance programs.

The Audit, Risk and Compliance Committee will meet at least four times per year. The committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Fiscal Officer, under the direction of the chair, prepares the agenda for work that is under consideration at each meeting of the Board.

5. Executive Committee

   a. Purpose

      The Executive Committee is responsible for assisting the full Board in discharging its responsibilities with respect to the management of the business and affairs of the Board and the Board Office, to consider matters concerning the Board that may arise from time to time, and to provide direction to the executive director on any of such matters.

   b. Composition

      The Executive Committee is composed of the current Board president, vice president, and secretary, and the immediate past Board president. The Board's executive director also shall serve on the Executive Committee. The current Board president serves as chairperson of the committee. In the event the past Board president is unable to serve on the Executive Committee, then the Board president may appoint another member of the Board to serve in the place of such former officer.

   c. Responsibilities and Procedures

      The Executive Committee shall have such duties, responsibilities, and authority as may be delegated from time to time to the Executive Committee by the Board, and in the intervals between meetings of the Board, the Executive Committee shall, in conjunction with the executive director, assist in directing the management of the business and affairs of the Board. However, the Executive Committee may not undertake any action that, pursuant to any applicable law, rule, or policy of the Board, must be performed by another committee of the Board, or which must be acted upon by the whole Board in public session. The Board's executive director, under the direction of the Board president, prepares the agenda for and schedules each meeting of the Executive Committee, which may be conducted telephonically. A written record is not kept of the committee's activities, but it shall be the responsibility of the executive director to promptly communicate to all Board members who are not members of the committee regarding information related to the committee's discussions and activities.

G. Committee Presentations

1. The agenda for each regular meeting of the Board shall be organized using the areas of responsibility provided for in regard to each permanent standing committee of the Board, as described in Subsection F above, with the exception of the Audit Committee.

2. The Board member who is the chair of the permanent standing committee and spokesperson shall present the agenda items in the area of the committee's responsibility. This presentation may include calling on institutional/agency representatives and/or other individuals. In the event of an absence or conflict with respect to the committee chairperson, the Board president may designate a substitute Board member or Board officer to present the agenda items.

H. Conflict of Interest

1. Policy

Members of the Board serve a public interest role and have a clear obligation to conduct all business of the Board in a manner consistent with that role. All decisions of the Board are to be made solely on the basis of a desire to promote the best interests of the public good.

2. Procedure

a. A conflict of interest occurs when a member's private interests compete with his or her professional obligations to the Board to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.

b. In the event the Board must consider any transaction for an institution, school or agency that also involves (a) a member of the Board or (b) a member of his or her immediate family or close relative ("immediate family" means spouse, parent, child, stepchild or sibling), or a person residing in the member's household or a legal dependent of the member, or (c) an organization with which a member of the Board is affiliated, such Board member, at the first knowledge of such transaction, must publicly disclose such real or potential conflict to the Board.

c. Disclosure is also required concerning all relationships and business affiliations that reasonably could give rise to a conflict of interest involving a matter before the Board. Affiliation is understood to exist if a Board member or a member of the Board member's immediate family, or a person residing in the member's household or a legal dependent of the member, is:

(1) An officer, director, trustee, partner, employee, or agent of such organization; or

(2) Either the actual or beneficial owner of more than five percent (5%) of the voting stock or controlling interest of such organization; or

(3) Has any other direct or indirect dealings with such organization from which he or she knowingly benefited (e.g., through receipt directly or indirectly of cash or other property in excess of one thousand dollars ($1000) a year).

d. Board members shall also comply with all applicable statutes and rules governing conflicts of interest including, but not limited to, the Bribery and Corrupt Influences Act, Idaho Code §18-1351 et. seq. and the Ethics in Government Act of 1990, Idaho Code §74-401 et. seq.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

SUBSECTION: Q. Conflict of Interest and Ethical Conduct – All Employees~~December 2008~~June 2024

1. General Principles of Ethical Conduct

All employees of the institutions, and agencies:

a. Shall not hold financial interests that are in conflict with the conscientious performance of their official duties and responsibilities;

b. Shall not engage in any financial transaction in order to further any private interest using nonpublic information of the Board, institution, or agency;

c. Shall put forth honest effort in the performance of their duties;

d. Shall make no unauthorized commitments or promises of any kind purporting to bind the Board or any Board-governed entity;

e. Shall not use their public offices for private gain;

f. Shall act impartially and not give preferential treatment to any private or public organization or individual;

g. Shall protect and conserve public property and shall not use it for other than authorized activities;

h. Shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflicts with official duties and responsibilities;

i. Shall promptly disclose to their chief executive officer waste, fraud, abuse, or corruption in accordance with applicable law and policy;

j. Shall endeavor to avoid any actions that would create the appearance that they are violating the law or the ethical standards of the Board or the relevant Board-governed entity;

k. Shall disclose potential conflicts of interest to the Chief Executive Officer, or designee, of the institution or agency, and avoid conflicts of interest, potential conflicts of interest, and circumstances giving rise to the appearance of a conflict of interest.

l. Shall comply with all applicable statutes and rules governing conflicts of interest including, but not limited to, the Bribery and Corrupt Influences Act, Idaho Code §18-1351 et. seq. and the Ethics in Government Act of 1990, Idaho Code §74-401 et. seq.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

SUBSECTION: Q. Conflict of Interest and Ethical Conduct – All Employees~~December 2008~~June 2024

2. Conflict of Interest

   A conflict of interest occurs when a person's private interests compete with his or her professional obligations to the Board-governed entity to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.

3. Consideration of Transactions

   a. In the event that a person subject to this policy shall be called upon to consider a transaction involving a Board-governed entity and a person, entity, party, or organization with which the person is affiliated, as defined below, such person, as soon as he or she has knowledge of the transaction, shall: (i) disclose fully to the Chief Executive Officer, or designee, the precise nature of his or her interest or involvement in the transaction and/or such organization, and (ii) refrain from participating in the institution's or agency's consideration of the proposed transaction.

   b. Each person subject to this policy shall disclose to the Chief Executive Officer, or designee, of the entity all relationships and business affiliations that reasonably could give rise to a Conflict of Interest because of the employee's duties and responsibilities. This disclosure obligation is ongoing, and each employee has a duty to supplement or amend his or her disclosure when the employee knows that the disclosure was incorrect in a material respect when made or the disclosure, though correct when made, has become inaccurate in a material respect.

   c. For the purposes of this policy, an employee is “affiliated” with an organization if the person, a member of the person's immediate family (i.e., spouse, parent~~s~~, ~~children~~child, stepchild or sibling~~, brothers, and sisters~~), or a person residing in the employee’s household or a legal dependent of the employee: (i) is an officer, director, trustee, partner, employee, or agent of such organization; (ii) is either the actual or beneficial owner of more than ~~one~~ five percent (~~1~~5%) of the voting stock of or a controlling interest in such organization; (iii) has any other direct or indirect dealings with such organization from which the employee is materially benefited (e.g., through receipt directly or indirectly of cash or other property in excess of one thousand dollars ($1000) a year). ~~It shall be presumed that an employee is “materially benefited” if he or she receives, either directly or indirectly, money, services, or other property in excess of one thousand dollars ($1000) in any year in the aggregate.~~

   d. All disclosures required to be made hereunder must be directed, in writing, to the Chief Executive Officer, or designee, of the institution or agency.

SUBJECT

Board Policy V.H. Audits -First Reading

REFERENCE

June 2005	Board approved first reading updating policy to bring it into alignment with creation of Audit Committee.
August 2005	Board approved second reading of policy.
December 2008	Removal of ISDB, Historical Society and Commission from all applicable policies.
December 2015	Board approved first reading of amended policy dealing with audits of agencies under Board jurisdiction.
April 2016	Board approved second reading of policy amendments.
October 2022	Board approved first reading of amended policy V.H. and repeal of policy V.Y.
December 2022	Board approved second reading of amendments to policy V.H and repealed policy V.Y.

APPLICABLE STATUTE, RULE, OR POLICY

Board Policy V.H. – Audits

BACKGROUND/DISCUSSION

Board Policy V.H. provides foundational guidelines for the Internal Audit and Systemwide Risk Management roles which were established at the Office of the State Board of Education (OSBE) in 2022. The policy serves to clarify processes and procedures related to the Board's audit, risk and compliance functions.

IMPACT

Board Policy V.H. includes reporting requirements. The proposed revisions clarify that the specified reports are to be provided to the executive director.

ATTACHMENTS

Attachment 1 – Board Policy V.H – Proposed Revisions, redline

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommend that the proposed revisions to Board Policy V.H. progress to a second reading in June.

BOARD ACTION

I move to approve the first reading of proposed revisions to Board Policy V.H. 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: H. Audit, Risk and Compliance Committee ~~December 2022~~April 2024

1. General Purpose and Governance

   The Audit, Risk and Compliance Committee (Committee) is established as a standing committee of the Board under Idaho State Board of Education, Policies and Procedures, Section I. Bylaws to provide fiscal, compliance and risk management oversight responsibilities. The Committee provides oversight for: financial statement integrity, financial practices, internal control systems, financial management, risk management, compliance and standards of conduct. This policy and relevant sections of the Board's bylaws serve as the audit charter for the Audit, Risk and Compliance Committee.

   The Committee serves as the Board's liaison with its external auditors, regulatory auditors, the internal audit and risk management functions of the Office of the Board of Education, and with compliance officers of the agencies and institutions. The Committee reviews agency and institution fiscal operations. The Committee also reviews institutional procedures for controlling operating risks and oversees compliance activities. The Committee chairperson reports periodically to the Board on the activities of the Committee, including any recommended changes or additions to the Board's policies and procedures through the Business Affairs and Human Resources Committee. The Committee is authorized to act on applicable items that do not require Board approval.

   The Committee shall meet at least four times per year and may be aligned with regularly scheduled Board meetings or more frequently as circumstances may require. The Committee may require institution or agency management or others to attend the meetings and provide pertinent information as necessary.

2. Calendar

   The Committee shall establish a calendar of all regularly scheduled meetings including Committee chairperson (or designee) reports to the Board, the independent auditors, institutions, and others as appropriate. The Committee should take into consideration the requirements and due dates of other State agencies in establishing timelines.

3. Selection of External Auditors

   Items 3, 4 and 5 apply to the institutions only (Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College).

   a. The Committee shall allow enough time to prepare and publish a request for proposal, review and evaluate proposals, obtain Board approval of the selected audit firm, and negotiate a contract.

b. The Committee may establish a process for selecting an external audit firm. The process used should include representatives from the Board, Committee, and institutions.

c. The Committee shall make the selection of the recommended external audit firm.

d. The selection of the new external audit firm shall be presented to the Board for approval at the next Board meeting following the Committee's recommendation.

e. An annual review of external auditor performance and fees shall be conducted.

4. Financial Statement Auditors

a. Lead Partner Rotation

It is the intent of the Board to adhere to the recommendation of the National Association of College and University Business Officers (NACUBO) to require rotation of the lead audit partner of the external audit firm every five years, with a two-year timeout provision. The Committee shall establish when the five-year limit will be reached for the current lead audit partner. At least one year prior to that time, the Committee shall discuss transition plans for the new lead audit partner. The five-year limit will be reviewed annually with the external auditors. These discussions shall be documented in the Committee meeting minutes.

b. Scope and Reporting

i. Prior to External Audit: Prior to the start of any audit work for the current fiscal year, the Committee will meet with the lead external audit partner to review the audit scope. Questions related to audit scope may include significant changes from prior year, reliance on internal controls and any internal audit function, assistance from institutional staff, and changes in accounting principles or auditing standards. The Committee should also discuss how the audit scope will uncover any material defalcations or fraudulent financial reporting, questionable payments, or violations of laws or regulations. Areas of the audit deserving special attention by the Committee and issues of audit staffing should be reviewed.

ii. Prior to the publication of the external auditor's report, the Committee will review all material written communications between the external auditors and institution management, including management letters and any schedule of unadjusted differences. The Committee shall conclude on the appropriateness of the proposed resolution of issues, and the action plan for any items requiring follow-up and monitoring. The Committee shall review these risks with

institution management at each meeting or sooner, if necessary, to make sure it is up-to-date.

iii. Subsequent to Audit: Subsequent to the external audit report, the Committee shall meet with the lead external audit partner and the Chief Financial Officer of each institution, to review the scope of the previous year's audit, and the inter-relationship between any internal audit function and the external auditors with respect to the scope of the external auditor's work. Prior to the start of interim work for the current year audit, the Committee shall review the plans for the audit of the current year.

c. Accounting Policies

Annually and/or in conjunction with the year-end external audit, the Committee shall review with the lead external audit partner all critical accounting policies and practices and all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management of the institutions, the ramifications of each alternative, and the treatment preferred by each institution.

d. Financial Statement Review

At the completion of the external audit, the Committee shall review with institution management and the external auditors each institution's financial statements, Management's Discussion and Analysis (MDA), related footnotes, and the external auditor's report. The Committee shall also review any significant changes required in the external auditor's audit plan and any serious difficulties or disputes with institution management encountered during the audit. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

e. Single Audit Review

At the completion of the Single Audit Report (as required under the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996), the Committee shall review with institution management and the external auditors each institution's Single Audit Report. The Committee shall discuss whether the institution is in compliance with laws and regulations as outlined in the current Single Audit Act described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement. The Committee shall report to the Board that the review has taken place and any matters that need to be brought to the Board's attention. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

5. Internal Audit (Internal Audit and Advisory Services – IAAS)

   a. IAAS reports functionally to the Committee and administratively to the Board's ~~Executive~~ executive ~~Director~~director. The Committee shall have sole oversight of internal audit related activities. The internal audit function will be administered by a ~~Chief~~ chief ~~Audit~~ audit ~~Executive~~ executive (CAE) within the Office of the State Board of Education. Institutions are prohibited from establishing their own internal audit functions. The Committee shall:

      i. Ensure that IAAS works under an internal audit charter, reviewed annually by the Committee
      ii. Ensure the functional independence of IAAS
      iii. Consult with the executive director on the appointment of a CAE to oversee administration of IAAS
      iv. Consult with the executive director on termination or discipline of the CAE
      v. Provide input into the performance review of the CAE
      vi. Approve and provide feedback on an annual audit plan submitted by the CAE
      vii. Advise the Board about increases and decreases to internal audit resources needed to carry out internal audit activities
      viii. Receive and review an annual performance report on internal audit activities from the CAE.
      ix. Review internal audit's conformance to the *International Standards for the Professional Practice of Internal Auditing ("Standards")* published by the Institute of Internal Auditors ("IIA").
      x. Review internal audit findings and recommendations, and review the adequacy of corrective action taken by institution management.

   b. IAAS shall have free and unrestricted access to institutional personnel, buildings, systems and records needed to perform internal audit work. The Committee shall review and resolve any difficulties encountered by internal audit staff during the course of internal audit work, including restrictions on scope or access to personnel, buildings, systems or records.

   c. IAAS will maintain a quality assurance and improvement program that covers all aspects of IAAS operations. The program will include an evaluation of IAAS's conformance with the *Standards* and an evaluation of whether internal auditors apply the IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of IAAS and identify opportunities for improvement.

      The CAE will communicate to the Committee IAAS's quality assurance and improvement program, including results of internal assessments (both ongoing and periodic) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment from outside Idaho higher education.

6. Other Audits

   a. Legislative Audits

      ii. All state agencies under the Board's jurisdiction, excluding the State Department of Education, will receive financial statement audits and federal single audits in accordance with federal and state laws and regulations. The Committee must be informed immediately by an agency of any audit activity being conducted by the legislative auditor.

      iii. At the completion of the legislative audit, the Committee shall discuss with the legislative auditor the progress of the legislative audit, including a full report on preliminary and final audit findings and recommendations.

   b. Employee Severance Audits

      When key administrative personnel leave an agency or institution, the Committee may bring to the full Board a recommendation as to whether an audit should be conducted and the scope of the audit.

   c. Other External Audits and Reviews

      The Committee is authorized to engage the services of outside auditors or evaluators to perform work used to supplement the work of the Committee, to assess compliance with laws and regulations, or to assess business processes.

7. Confidential Reporting Lines

   a. The Committee shall ensure the institutions have reporting mechanisms in place to provide for anonymous and confidential reporting of compliance issues. Such mechanisms include, but are not limited to, the use of external reporting hotlines. The Committee shall review the effectiveness of institutional processes used to resolve reports received through reporting mechanisms.

   b. Reports of accounting, internal control or auditing matters

      i. The Committee shall set up a process to investigate complaints or reports received by the Board or institutions regarding accounting, internal accounting controls, auditing, or other areas of concern.

      ii. The Committee shall review the procedures for the receipt, retention, timely investigation and proper treatment of complaints, referenced in the preceding

paragraph. The Committee shall review a cumulative list of complaints submitted annually to review for patterns or other observations.

8. Risk Management

The Committee shall provide oversight of a system-wide risk assessment/risk management program. To accomplish this, the Committee shall:

a. Consult with the executive director on the appointment of a system-wide ~~Risk~~ risk ~~Manager~~manager;
b. Monitor and periodically review processes established by the system-wide ~~Risk~~ risk ~~Manager~~ manager and institutions to implement effective risk management activities;
c. Periodically receive reports/presentations from the system-wide ~~Risk~~ risk ~~Manager~~manager;
d. If necessary, receive reports from institution employees who oversee departments that manage key risk areas.

9. Compliance

a. General

The Board is committed to ethical conduct and to fostering a culture of compliance with the laws and regulations which apply to the institutions and agencies under its governance.

b. Compliance Program

Each institution shall designate a chief compliance officer, approved by the Committee, and shall ensure that the institution establishes a compliance program to be approved by the Committee which must address, at a minimum, the following:

i. A code of ethics which applies to all employees.

ii. A published and widely disseminated list or index of all major compliance areas and responsibilities, categorized and prioritized based on risk, probability, and negative impact of potential events. A mechanism for coordinating compliance oversight, monitoring and reporting. This includes a management level group or individual with authority to examine compliance issues and assist the chief compliance officer in investigating, monitoring, and assessing compliance and/or recommending policies or practices designed to enhance compliance. A means of assuring institutional policies are regularly reviewed for compliance with current federal and state laws and regulations and Board policies.

Provision of training to educate employees on the laws, regulations and institution policies that apply to their day-to-day job responsibilities.

c. Reporting

i. The chief compliance officer of each institution will prepare and submit a semi-annual compliance report in January and July, on a confidential basis, to ~~Board counsel~~the Board's executive director and the Committee noting all material compliance matters occurring since the date of the last report, and identifying any revisions to the institution's compliance program.

For purposes of this policy, a compliance matter shall be considered material if any of the following apply:

1) The perception of risk creates controversy between management and the internal auditor.
2) It could have a material impact on the institution's financial statements.
3) It is or could be a matter of significant public interest or that carries risk of significant reputational damage.
4) It may be reported in an external release of financial information.
5) It relates to key controls over financial information that are being designed or redesigned, have failed, or otherwise are being addressed by the organization.
6) It involves fraud related to management.
7) It leads to correction or enforcement action by a regulatory agency.
8) It involves potential financial liability in excess of $25,000

Notwithstanding the foregoing, a compliance matter with financial liability in excess of two hundred thousand dollars ($200,000) must be reported to the Committee as soon as reasonably practicable. A de minimis compliance matter need not be reported to the Committee at any time. A violation will be considered de minimis if it involves potential financial liability of less than twenty-five thousand dollars ($25,000) and is a matter that has not been recurring or is not otherwise indicative of a pattern of noncompliance. For purposes of this subparagraph, "potential financial liability" means the estimated obligation by the institution to another party resulting from noncompliance. Compliance concerns at agencies under the governance of the Board shall be reported to the Committee by the Board's ~~Executive~~ executive ~~Director~~ director when, in his/her discretion, the matter presents material ethical, legal, or fiduciary responsibilities or obligations.

SUBJECT

Board Policy V.W. Litigation – First Read

REFERENCE

June 2014	The Idaho State Board of Education (Board) approved an amendment to clarify the litigation limits and reporting requirements.
June 2015	The Board approved first reading of the proposed policy amendment.
August 2015	The Board approved second reading of the proposed policy amendment.

APPLICABLE STATUTE, RULE, OR POLICY

Board Policy V.W. – Litigation

BACKGROUND/DISCUSSION

Board Policy V.W. provides foundational guidelines for the management of lawsuits, legal documents, and other official notices.

IMPACT

Board Policy V.W. includes reporting requirements. The proposed revisions clarify that the specified reports are to be provided to the executive director. Revisions also provide for consistency in formatting.

ATTACHMENTS

Attachment 1 – Board Policy V.W - Litigation – Proposed Revisions, redline

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends that the proposed revisions to Board Policy V.W. progress to a second reading in June.

BOARD ACTION

I move to approve the first reading of proposed revisions to Board Policy V.W. 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: W. Litigation ~~August 2015~~June 2024

1. General

   When a lawsuit, legal document, or other official notice is instituted against an institution and/or the Board, the following positions are authorized to accept service of process of such matter on behalf of the institution and/or Board:

   a. The institution's chief executive officer or general counsel; or

   b. The Board's executive director ~~or deputy attorneys general assigned to the Board~~.

   This authority to accept service pertains only to attempted service upon the institution and/or Board, and not to any attempt to serve the Idaho secretary of state or the Idaho attorney general. An institution president or general counsel who accepts service of any matter on behalf of such institution and/or the Board pursuant to this authority must promptly forward a copy of any such matter to the Board office, and in appropriate circumstances, should also forward a copy of such matter to the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program.

2. Initiation of Litigation

   An institution or agency under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed one hundred thousand dollars ($100,000). With the prior approval of the executive director, an institution, agency, or school under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed two hundred thousand dollars ($200,000). Any other proposed legal action may not be instituted without the prior approval and authorization of the Board.

   a. Notwithstanding the authority to initiate litigation provided above, any legal action involving the exercise of the right of eminent domain must have the prior approval of the Board.

   b. Pursuant to Section 33-3804, Idaho Code, an institution is permitted to initiate legal action in its own name.

3. Settlement

   The chief executive officer has authority to settle a legal matter involving the payment or receipt of up to one hundred thousand dollars ($100,000) of institution or agency funds. The executive director may authorize the settlement of a legal matter involving the payment or receipt of up to two hundred thousand dollars ($200,000) of institution, agency, or school funds. Any settlement of a legal matter that is in excess of two

hundred thousand dollars ($200,000) in institution or agency funds must be approved by the Board prior to any binding settlement commitment.

4. Litigation Reporting by Institutions

Legal counsel for the institutions shall provide monthly attorney–client privileged litigation reports to the Board office (to the attention of the ~~Board's legal counsel~~executive director) for distribution to members of the Board. Reports shall ~~Such reports should~~ include a description of all claims and legal actions filed against the institution since the date of the last report. ~~-~~Updates for each matter shall be in reverse chronological order with the most recent entry for each matter highlighted. ~~(and identify l~~Entries shall identify legal counsel for the parties ~~involved, for conflict analysis purposes); a summary~~; summarize ~~of~~ the current status of all claims and pending litigation; contain a risk analysis pertaining to all such claims and pending litigation; and detail the settlement of any matters since the date of the last report, including settlements of matters handled by the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program. With respect to the reporting of a legal settlement, such report shall describe the amount of institution funds that were used, and the amount and source of any other funds that were provided in connection with such settlement, including funds from the Office of Insurance Management or from any other parties. Legal counsel for the institutions should also include in the report any significant incident occurring since the last report that is reasonably expected to give rise to a claim, as well as probable claims or legal actions the institution is aware of which have been threatened but not yet instituted.

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION

SUBJECT

Board Policy IV.D and VII.A. and B First Reading

REFERENCE

June 2019	Board approved first reading of proposed amendments to Board policy IV.E. amending incorporated by reference CTE program content standards.
August 2019	Board approved second reading of proposed amendments to Board policy IV.E.
June 2022	Board approved first reading of proposed amendments to Board Policy IV.E. adding incorporated by reference program content standards for Cybersecurity, Electric, HVAC, and Plumbing Program.
August 2022	Board approved second reading of proposed amendments.
June 2023	Board approved first reading of amendments to Board policy moving Board policies specific to the Division of Career Technical Education from Subsection IV.E. to Section VII.
August 2023	Board approved second reading of proposed amendments, including the establishment of Board Policy VII.D.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies and Procedures, Section VII.D.
Section 33-107(4)(B), Idaho Code
Chapter 22, Title 33, Idaho Code

BACKGROUND/DISCUSSION

Career technical education programs consist of cluster programs and pathway programs. Pathway programs are made up of sequential courses meeting the approved pathway content standards. The standards are grouped into six major categories: Agricultural and Natural Resources; Business and Marketing Education; Engineering and Technology Education; Health Sciences; Family and Consumer Sciences; and Skilled and Technical Sciences. In addition to these six categories, the standards include two additional areas incorporated into the specific program categories: Workplace Readiness and First Steps (career pathways). Each major category is made up of several program sub-areas. As an example, Family and Consumer Sciences encompasses Culinary Arts Standards, Early Childhood Education Standards, Entrepreneurship Standards, and Hospitality and Tourism Standards. These standards are updated on a rotating basis working with industry partners as applicable to the program areas.

The current process requires the Board to approve the amendments to the standards concurrent with amendments to the policy itself to update the incorporation dates in the policy. The policy amendments require two readings before becoming finalized. Consistent with discussion with the Board at the April 2024 regular Board meeting the Division is requesting for the applicable Board policies to be updated to delegate approval of the standards to the State Administrator subject to the review and approval process established in Board policy. Attachments 1 and 2 include the policy amendments while Attachment 3 provides an example of one of the career technical education pathway standards as an example of how the standards are structured.

The specific policy amendments include updates from the content standards language used with academic content standards to the terminology that more accurately reflects the standards language appropriate for career technical education pathways. More substantive changes update the list of program areas, and incorporate the current process the Division uses for updating career technical education standards along with additional public notice requirements.

IMPACT

Approval of the amendments will the Division to be more responsive to industry, allowing the Division to make updates to the pathway standards as new pathways and amendments to pathways standards are updated.

ATTACHMENTS

Attachment 1 – First Reading Board Policy VII. A
Attachment 2 – First Reading Board Policy VII. B
Attachment 3 – First Reading Board Policy IV.D.
Attachment 4 – Pathway Standards – for reference

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff reviewed the proposed amendments to Board Policies VII.A, VII.B, and IV.D. Concerns regarding the delegation of Board authority to adopt the stated Pathway Standards were discussed at the Policy, Planning and Government Affairs committee meeting on 4/1/24. Parties did not arrive at a consensus at that time. However, through follow-up discussions and with some additional edits to the proposed policy edits, Board staff, IDE staff, and IDCTE staff appear to be in agreement with the revisions as presented in Attachments 1 and 2.

Title 33, Chapter 22, Idaho Code, governs the general duties of the Division of Career Technical Education. This section of Code does not contemplate the establishment of standards for Pathways programs. The means by which this work is accomplished is a matter of administering the program which the Board can delegate to its State Administrator pursuant to Idaho Code § 33-107.

Board staff recommend approval of the proposed amendments for first reading and proceed to a second reading in June.

BOARD ACTION

I move to approve the first reading of amendments to Board Policy VII.A and VII.B as provided in Attachments 1 and 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the first reading of proposed amendments to Board Policy IV.D. as provided in Attachment 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: A. General Policies and Definitions ~~August 2023~~June 2024

1. Purpose

   The Division of Career Technical Education (Division) provides leadership and coordination for programs in career technical education in various parts of the state. The general purpose of the Division is to carry out the governing policies and procedures of the Board and the applicable provisions of state and federal career technical education regulations assigned to the Division and the implementation of Chapter 22, Title 33, Idaho Code.

2. Delegation of Authority

   The Administrator is the chief program and administrative officer of the Division, is appointed by, and serves in this position at the pleasure of the Board. The Administrator of the Division of Career Technical Education serves as the chief executive officer of the statewide career technical education system with the responsibility to supervise and manage career technical education programs in Idaho within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the agency and is held accountable by the Board for the successful functioning of the institution or agency in all of its units, divisions, and services pursuant to Board Policy I.E. Executive Officers. Matters brought before the Board in its capacity as the State Board of Career Technical Education shall follow the same policies and procedures established by the Board for all agencies and institutions under its governance.

3. Internal Policies and Procedures

   The chief executive officer may establish additional policies and procedures for the internal management of the Division of Career Technical Education that complement, but do not supplant, the Governing Policies and Procedures of the Board. Such internal policies and procedures are subject to Board review and action.

3. Definitions

   a. Concentrator means a secondary student enrolled in a capstone course.

   b. Local Education Agencies means a public-school district or charter school, including specially chartered districts.

   c. Technical College Leadership Council (TCLC) means the career technical education deans of the six regional public technical colleges in Idaho.

d. Technical Skill Assessment means an assessment given at the culmination of a pathway program during the capstone course and measures a student's understanding of the technical requirements of the occupational pathway.

e. Workplace Readiness Assessment means an assessment of a career technical education student's understanding of workplace expectations.

4. Functions

The Division provides statewide leadership, administration, supervision, planning, and coordination for career technical education activities in Idaho. The major functions include:

a. Statewide Administration: maintaining a qualified professional staff to provide statewide leadership and coordination for career technical education and the programs offered in accordance with applicable state and federal regulation, Fire Service Training and STAR Motorcycle Safety Program.

b. Supervisory and Consultative Services: providing technical assistance to local education agencies to assist in the implementation and maintenance of career technical education programs including support and leadership for student organizations and education equity.

c. Planning: assisting local education agencies in the development of annual plans and data collection and analyzing services for the establishment of a five-year plan, annual plans, and accountability reports from the local education agencies.

d. Evaluation: conducting and coordinating career technical education evaluations in accordance with state and federal guidelines to monitor program activities and to determine the status of program quality in relation to established standards and access.

e. Budget Preparation: preparing annual budgets and maintaining a statewide finance and accountability system.

f. Program and Professional Improvement: initiating and coordinating research, curriculum development, process improvement, and staff development statewide.

g. Management Information: collecting, analyzing, evaluating and disseminating data and program information which provides a comprehensive source of accurate, current, and easily accessible information for statewide decision making.

h. Coordination: providing liaison with related state agencies and organizations, business and industry, and community-based organizations.

5. Organization.

The programs and services of the Division are organized into two (2) broad segments: (a) Regular Occupational Programs and (b) Special Programs and Support Services.

a. Regular Occupational Programs are programs designed to prepare students at the secondary and postsecondary levels with the skills, knowledge, attitudes, and habits necessary for entry-level employment in recognized occupations in Idaho regions, and may extend to the Northwest and nationally. These programs also provide the supplemental training to upgrade the skills of those citizens of Idaho who are currently employed. Regular programs include, but are not limited to, clusters and pathways in the following program areas:

   i. Agriculture, Food and Natural Resources;
   ii. Business and Marketing;
   iii. Engineering and Technology Education;
   iv. Family and Consumer Sciences and Human Services;
   v. Health Professions and Public Safety; ~~and~~
   vi. Trades and Industry~~.~~;
   vii. Individualized Occupational Training;
   viii. Workplace Readiness; and
   ~~vii.~~ix. First Steps: Understanding the World of Work (career pathways)

   A program quality manager is employed in each program area to provide leadership and technical assistance to local education agencies. Program areas and pathways may be added in emergent areas as identified through the comprehensive local needs assessment processes. Emergent areas may be added on a conditional basis pending development of appropriate standards. The Administrator shall report to the Board, no less than annually, the standards that have been reviewed, the standards that have been updated, and any emergent or new program areas that are being developed.

b. Special Programs and Support Services are special programs designed to serve students who are considered special populations, students with special needs, and include other program activities not considered occupational in nature. These programs include Single Parent/Displaced Homemaker, Education Equity, and middle school career technical education.

c. Through state and federal regulations, or by contract for administration, the Division may supervise and manage other career technical training programs as appropriate.

ATTACHMENT 1

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: B. Program Delivery ~~August 2023~~June 2024

1. Program Delivery

   Career technical education programs are made available at three (3) levels in Idaho -- secondary, postsecondary, and workforce training.

2. Secondary Programs

   a. Secondary Programs are provided through participating local education agencies and career technical ~~schools~~centers. Secondary programs are established by the Division and may be categorized as either a cluster program or a pathway program.

   b. Cluster Program: provides introductory and intermediate courses as an introduction to a career technical area and the opportunity to learn workplace readiness expectations. A cluster program must meet the following requirements:

      i. Consist of a variety of foundation and intermediate courses within a single Career Cluster. The program does not culminate in a capstone course.
      ii. Offer a program that is three or more semesters (or the equivalent) in length.
      iii. Demonstrate a strong career/workplace readiness skills alignment.
      iv. Participate in a related Career Technical Student Organization.
      v. Maintain an active Technical Advisory Committee to guide program development and foster industry engagement.
      vi. Require a nationally validated, industry-based Workplace Readiness Assessment created to evaluate skills and attitudes needed for success in the workplace administered by an approved assessment developer as part of the program.

   c. Pathway Program: provides specific career area occupational preparation, the opportunity to learn workplace readiness expectations, and the knowledge and skill development required to transition into a similar postsecondary program. A pathway program must meet the following requirements:

      i. Consist of a sequence of courses that culminate in a capstone course and aligns with ~~Board approved~~ career technical education ~~content~~ pathway standards approved by the Career Technical Education State Administrator.
      ii. Offer a program that is three or more semesters (or the equivalent) in length.
      iii. Demonstrate a strong career/workplace readiness skills alignment.
      iv. Participate in a related Career Technical Student Organization.
      v. Maintain an active Technical Advisory Committee to guide program development and foster industry engagement.

vi. Require the Workplace Readiness Assessment as part of the program.
vii. Demonstrate alignment to similar postsecondary program outcomes as well as to relevant industry recognized standards.
viii. Offer work-based learning experience opportunities for students (paid or unpaid).
ix. Require a pathway-identified Technical Skill Assessment for all students enrolled in the capstone course (concentrators).
~~x. Ensure the program meets the requirements for concentrators to obtain Technical Competency Credit for aligned postsecondary programs.~~
~~xi.~~x. Require a nationally validated, industry-based technical skill assessment administered by an approved developer.

d. All junior and senior concentrators are required to take the technical skill assessment associated with their program. In the event a senior concentrator is enrolled in a pathway program that does not yet have an approved technical skill assessment, that student will take only the workplace readiness assessment until the pathway program technical skill assessment has been approved.

e. All seniors enrolled in more than one career technical education course are required to take the workplace readiness assessment.

f. Secondary Program Approval

The Division accepts applications each year from local education agencies to establish new secondary career technical programs, change a program type or reactivate an inactive program. To be considered in a given fiscal year the application must be received no later than February 15. Only approved programs are eligible to receive added-cost funds, or additional career technical education funding including, Idaho Program Quality Standards, Program Quality Initiative, Workforce Readiness Incentive Grant, and federal Perkins funding. In order to receive added-cost funds, a program must also be taught by an appropriately certified career technical education teacher. Career technical education teacher certification requirements are established in IDAPA 08.02.02. Applications must be submitted in a format established by the Administrator.

The Division will evaluate applications on standard criteria. Approval of new programs and reactivation of inactive programs will be based on available funding; priority will be given to pathway programs. A local education agency must demonstrate that, as part of its decision for creating, changing, or reactivating a career technical program, the local education agency has considered the recommendations from a local technical advisory committee. If such a committee does not already exist, the local education agency must create a committee for the express purpose of evaluating local and/or regional need for the proposed career technical program and for providing guidance on the application for such program. Applications must indicate if the program is a cluster or a pathway program and will be evaluated according to the specific program type. Denial of applications will

be based on failure to meet the application requirements, including but not limited to missing deadlines, information, failure to meet minimum program requirements or failure to respond to any request for additional information within the timeframe specified in the application. Local education agencies will be notified of their application status on or before April 30 of the application year. Prior to receiving added-cost funds, the local education agency must submit the applicable statement of assurances, as outlined in the application approval letter.

i. Comprehensive high school new cluster programs will be evaluated on the following criteria:

1) Meeting minutes that reflect recommendations from the local technical advisory committee
2) Alignment with one of four approved cluster program areas
3) Provides basic workplace readiness skills
4) Connection to a Career Technical Student Organization (CTSO) supported by the Division
5) Representation on the technical advisory committee in alignment with the program area industry
6) Realistic, applied learning, provided through lab and industry-related activities
7) Facilities to accommodate the program with equipment and space
8) Agreement with the Statement of Assurances, as defined in the application

ii. Comprehensive high school new pathway programs will be evaluated on the following criteria:

1) Meeting minutes that reflect recommendations from the local technical advisory committee
2) Alignment with one of the approved pathway programs established by the Division
3) Provide basic workplace readiness skills
4) Consists of sequential, intermediate and capstone courses that meet the minimum requirements
5) Connection to a Career Technical Student Organization (CTSO) supported by the Division
6) Technical advisory committee that includes representatives from the identified occupational pathway
7) Realistic, applied learning, provided through lab and industry-related activities
8) Work-based learning opportunities
9) Regional need for the program, established through labor market data
10) Alignment with ~~Board~~ approved ~~program~~ pathway standards
11) Alignment to related postsecondary program

12) Facilities to accommodate a pathway program with the appropriate and relevant equipment and space for the pathway
13) Agreement with the Statement of Assurances, as defined in the application

iii. Career Technical ~~School~~ Center (CT~~S~~C) pathway programs must meet the evaluation criteria for a new pathway program, as well as the criteria outlined in IDAPA 55.01.03.

g. Allowable Use of Added-Cost Funds

Added-cost funds are distributed to school districts to cover instructor and program expenses beyond those normally encountered by Idaho public schools at the secondary level. Allocations are calculated based on career technical education teacher full-time equivalency (FTE) and must be used to support all career technical education programs in the school districts. Added-cost funds may only be used for expenses directly related to an approved career technical education program in five (5) categories:

i. Instructional and Program Promotion Materials and Supplies

1) Single copy reference materials, including single-user electronic reference materials
2) Consumable student lab and classroom manuals
3) Consumable materials and supplies that support the instructional program
4) Workplace Readiness Assessment (WRA) and Technical Skill Assessment (TSA) exam costs (excluding retakes) for those exams administered outside the Division-funded testing window
5) Web-based licensed products to support program instruction and management
6) Materials and supplies used in CTE program promotion

ii. Equipment

1) Equipment costing $500 or more per unit cost and having an expected life greater than two years (software is not considered equipment)
2) Computers and peripherals necessary for program instruction above and beyond equipment provided to academic classrooms

iii. Salaries

1) Time beyond the normal academic year to be defined as the last school session calendar day of the current year and before the first session calendar day of the subsequent year, which should be a documented agreement between the district and the CTE instructor

2) Time during the normal academic year for CTSO advisors who travel and stay in hotels to attend state and national leadership conferences with their students, beyond the normal school week to include one (1) day for a state leadership conference and two (2) days for a national leadership conference
3) For health professions programs only, time beyond the normal school day, i.e., evenings and weekends, for licensed professional teachers delivering required instruction to students at clinical sites

iv. Contracts

1) Services contracted by the district for maintaining and repairing CTE equipment and for operating and maintaining CTE labs and shops (e.g., equipment service contracts and hazardous waste disposal)
2) Fees and expenses for supplemental specialized instruction (e.g., certified CPR trainer, OSHA certification instructor, short-term specialized instruction from subject matter expert, supplemental staff to supervise students in a clinical environment)

v. Travel and Professional Expenses

1) Instructor travel costs and fees for CTE-related professional development (e.g., conferences, seminars, workshops, state-sponsored meetings, summer conference, and back-to-industry experiences related to the CTE program)
2) Instructor travel costs and fees related to CTE student activities and CTSO activities (e.g., conference registration fees, mileage, per diem, lodging)
3) Instructor membership dues for professional associations and CTSO affiliations related to program area.
4) Up to ten percent (10%) of the CTE added-cost funding for student transportation within the state to a state-approved CTSO leadership conference or event

vi. Added-Cost Funds may not be used for:

1) Print textbooks, electronic textbooks, and/or other electronic media used as the primary source of content delivery
2) Technology related to general instructional delivery (e.g., projectors, cell phones)
3) Classroom equipment, supplies, and web-based licensed products that are provided to all district teachers and classrooms
4) Fundraising equipment and supplies
5) Equipment not related to program instruction

6) Salaries and benefits for certified employees (i.e., teachers who hold certification) and classified employees (i.e., employees other than certified or professional teachers)
7) Salaries and benefits to replace furlough days
8) Salaries and benefits for district pre-service and/or in-service days
9) Salaries and benefits for substitutes
10) Contracted salaries or benefits to provide the basic instructional program
11) Fees to obtain or renew teaching credentials and/or professional licenses
12) Tuition and transcripted credits, including professional development credits
13) Individual student travel fees and expenses

9. First Steps: Understanding the World of Work courses taught by an instructor holding a career technical educator certification may be included as part of a cluster or approved pathway program regardless of the content area endorsement the instructor holds.

10. Postsecondary Programs

a. Postsecondary Programs are provided through the state system of six (6) regional technical colleges. Postsecondary programs are defined in Board Policy III.E and are reviewed by the Administrator. In accordance with Board Policy III.G., the Administrator shall meet with the Technical College Leadership Council (TCLC) on a regular basis. The regional technical colleges are:

i. College of Western Idaho (Nampa)
ii. College of Southern Idaho (Twin Falls)
iii. College of Eastern Idaho (Idaho Falls)
iv. Idaho State University College of Technology (Pocatello)
v. Lewis-Clark State College (Lewiston)
vi. North Idaho College (Coeur d'Alene)

b. Workforce Training Programs are primarily provided through the six (6) regional technical colleges to provide upgrading and retraining programs for persons in the work force and to support regional industry needs. These offerings range from brief seminar classes to intensive courses which normally are fewer than 500 hours of annual instruction.

1~~0~~1. ~~Program Content~~Pathway Standards

a. To be considered for approval, career technical education programs must meet ~~the program content standards approved by the Board~~approved pathway standards or be in an approved emergent area:

i. Agricultural, Food, and Natural Resources~~, as revised and adopted on August 29, 2019.~~
ii. Business and Marketing Education~~, as revised and adopted on August 29, 2019~~
iii. Engineering and Technology Education~~, as revised and adopted on August 24, 2022~~
iv. Health Professions and Public Safety ~~Sciences, as adopted on August 29, 2019.~~
v. Family and Consumer Sciences and Human Services~~, as revised and adopted on June 3, 2022.~~
vi. ~~Skilled and Technical Sciences, as revised and adopted on August 24, 2022.~~Trades and Industry
vii. Workplace Readiness~~, as adopted on August 26, 2021.~~
viii. First Steps: Understanding the World of Work (career pathways)

b. Pathway standards shall be reviewed on a five (5) year rotating basis. Reviews shall be facilitated by the Division's applicable program quality staff. Review committees shall be made up of, at a minimum, industry representatives and secondary and postsecondary educators specific to the occupation pathway being reviewed, including State Department of Education staff as applicable to the program area. Pathway standards updates shall consist of, but are not limited to:
    i. Standards Setting - The formal process for setting standards will be "industry-driven" and will involve Program Quality Managers, as well as a diverse group of businesses and industry members, educators, and others.
    ii. Criticality Survey - Once the technical standards and student learning outcomes have been developed and vetted through the initial standards writing team, the standards are shared with a larger group of related industry representatives through a critical survey.
    iii. Standards Publishing - Draft standards are posted and timeline established for implementation.
    iv. Test Item Development - Using the criticality survey as a blueprint, secondary and postsecondary instructors, assessment vendor, and program quality managers write test items for the secondary Technical Skill Assessment (TSA).
    v. Pilot - TSAs are aligned with Idaho industry-recognized standards and measure technical knowledge. The TSA is a nationally validated, industry-based assessment, administered by an approved vendor and is the end of program assessment for pathways.
    vi. Test Item Analysis - Test item analysis uses the test questions and data derived from the pilot assessment to determine the quality of the test items and to assess the test as a whole. Items that are not effective may be revised or eliminated to include both the question and possible answers. Item analysis typically focuses on four major pieces of information: test score reliability, item difficulty, item discrimination, and distractor information.
    vii. Set Cut Score - Secondary and postsecondary instructors, assessment vendor and program quality managers determine the cut or passing score for the assessment.

viii. Badge or Microcredential Creation – program quality managers will work with the Performance Management Microcredential Coordinator to develop the microcredentials aligned to the new standards and a completed list of industry-validated set of badges.

ix. Implementation Plan - The set of standards are aligned to the TSA each year. If standards are revalidated and a pilot is created during a school year, the pilot should be offered in the same school year, but the TSA for that same school year should align to the existing standards. The newly adopted standards will take affect the following school year and align with the TSA.

ATTACHMENT 3

Idaho State Board of Education
GOVERNING POLICIES AND ROCEDURES
SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES
Subsection: D. Educator Preparation, Certification, and Standards
~~**December 2023**~~**June 2024**

1. Standards Approval
   While maintaining a balance between the local governance of school districts and the Idaho constitutional requirement for a uniform and thorough system of public education, the State Board of Education sets minimum standards to provide the framework through which our public schools then provide educational opportunities to Idaho students. Applicable stakeholders and the public shall be provided with an opportunity to provide feedback prior to consideration of the Board of proposed standards. All standards brought to the Board for consideration shall include the standards themselves, a description of how feedback was solicited, and a summary of the feedback that was received. Amendments to existing standards shall also include a redlined version of the standards showing all amendments.

   a. Content Standards
      The Idaho Content Standards articulate the minimum knowledge a student is expected to know and be able to use within a content (subject) area at specific grade levels. Content standards are reviewed and updated on a rotating basis in relation to the curricular materials adoption schedule, but may be updated more frequently if an area is identified as needing to be updated in advance of that schedule. Content standards review will be scheduled such that the content standard is reviewed in the year prior to the scheduled curricular materials review. At a minimum all content areas, including those without corresponding curricular materials, will be reviewed every six (6) years and notification will be made to the Office of the State Board of Education of the review and if the review will result in amendments to the standard or if it was determined that no amendments are necessary for the review cycle. Career Technical Education (CTE) content standard, program standards, and pathway standards reviews will be facilitated by the Division of Career Technical Education ~~and must meet the same review requirements as academic content standards~~ pursuant to the provisions established in Board Policy VII.B. All other content standards review will be facilitated by the State Department of Education.

      The content standards review process will include at a minimum:
      i. A review committee will consist of not less than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, local school board trustees, and State Department of Education personnel. A review committee must include Idaho educators with subject expertise in the applicable content area. A review committee established for the purpose of reviewing content standards of career technical courses must also include a member from the Division of Career Technical Education.

Additional members may be included at the discretion of the Department. To the extent possible, representatives shall be chosen from a combination of large and small schools or districts and provide for regional representation.

ii. The review committee will make an initial determination regarding the need to update the standards.

iii. Based on the review, the committee shall meet to develop initial recommendations for the creation of new content standards or amendments to the existing content standards. The Department will provide multiple opportunities for public input on the draft recommendations including but not limited to the Department website and processes that allow for individuals in each region of the state to participate.

iv. Drafts of the recommended amendments will be made available to the public for comment for a period of not less than 20 days. At the close of the comment period the committee will finalize recommendations for Board consideration.

b. Standards for Certificated School Personnel

The Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification and endorsement area to be eligible for certification or to receive subject area endorsements. Teacher preparation programs must be in alignment with these certifications standards to be considered for approval or re-approval.

The standards are reviewed and updated based on a five (5) year cycle, where 20% of the standards are reviewed each year. Standards may be identified for review in advance of the five (5) year cycle, however, all standards must be reviewed every five (5) years. Subject area certification standards must be in alignment with their corresponding subject area content standards incorporated by reference into IDAPA 08.02.03, where applicable. Reviews of career technical education (CTE) educator standards will be facilitated by the Division of Career Technical Education. The Professional Standards Commission (PSC) is responsible for reviewing and making recommendations to the Board on amendments or additions to non-CTE educator standards. The PSC will report annually to the Office of the State Board of Education the standards reviewed during the previous year and if that review resulted in recommendations for amendments or if no amendments were recommended during the review cycle.

2. Instructional Staff Certificate Endorsements

Individuals holding an instructional certificate or occupational specialist certificate must have one or more endorsements attached to their certificate. Instructional staff are eligible to teach in the grades and content areas of their endorsements. Occupational specialist certificate endorsements are listed in Board Policy IV.E. Division of Career Technical Education. To be eligible for each type of endorsement, either the following credit requirement must be met or the individual must have qualified to add the endorsement through one of the routes for Alternative

Authorization for new endorsements established in IDAPA 08.02.02.021. Credits used for determining eligibility in one endorsement area may also be used to meet the requirements for a corresponding endorsement area where the requirements overlap.

a. All Subjects (K-8). Thirty (30) semester credit hours to include coursework in discipline-specific methods of teaching elementary subject areas, cognitive processes, learner development, learning differences, literacy and language development, K-8 subject content, classroom management and behavioral supports, instructional strategies and interventions, and formative and summative assessments.

b. American Government /Political Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, six (6) semester credit hours in American government, six (6) semester credit hours in U.S. history survey, and three (3) semester credit hours in comparative government. Course work may include three (3) semester credit hours in world history survey. Remaining coursework must be in political science.

c. Anthropology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and in the area of anthropology. Coursework may include six (6) semester credit hours in sociology.

d. Bilingual Education (K-12). Twenty (20) semester credit hours to include coursework in bilingual education methods; upper division coursework in one (1) modern language other than English, including writing and literature; cultural diversity; linguistics; second language acquisition theory and practice; foundations of ESL/bilingual education; legal foundations of ESL/bilingual education; identification and assessment of English learners; and biliteracy. To obtain this endorsement, the candidate must score an advanced low or higher (as defined by the American Council on the Teaching of Foreign Languages or equivalent) on an oral proficiency assessment conducted by an objective second party.

e. Biological Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, molecular and organismal biology, heredity, ecology, and biological adaptation.

f. Blended Early Childhood Education/Early Childhood Special Education (Birth - Grade 3). Thirty (30) semester credit hours to include coursework in methods of teaching early childhood and special education, child development and learning, curriculum development and implementation, family and community relationships, assessment and evaluation, central concepts of birth - grade 3 subjects, professionalism, and clinical experience including a combination of general and special education in the following settings: birth to age three (3), ages three to five (3-5), and grades K-3 general education.

g. Blended Elementary Education/Elementary Special Education (Grade 4 - Grade

6). Twenty (20) semester credit hours to include coursework in methods of teaching elementary and special education, central concepts of grade 4 - grade 6 subjects, assessment, and clinical experiences in grades four (4) through six (6). This endorsement may only be used in conjunction with the Blended Early Childhood/Early Childhood Special Education (Birth – Grade 3) endorsement and cannot be used in a middle school setting.

h. Blind and Low Vision (Pre-K-12) Thirty (30) semester credit hours to include coursework in methods of teaching the blind and visually impaired, assessment and evaluation, designing and monitoring individualized education programs, central concepts of academic subjects, special education law, family and community relationships, and accommodations and modifications for the blind and visually impaired.

i. Chemistry (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and inorganic and organic chemistry.

j. Communication (5-9 or 6-12). Complete one (1) of the following options:

    i. Twenty (20) semester credit hours to include coursework in methods of teaching communication arts, interpersonal communication, argumentation/personal persuasion, group communication, nonverbal communication, public speaking, journalism/mass communication, and social media; or
    ii. Complete an endorsement in English and complete (12) semester credit hours to include coursework in methods of teaching communication arts, interpersonal communication, argumentation/personal persuasion, and public speaking.

k. Computer Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching computer science; data representation and abstraction; design, development, and testing algorithms; software development processes; digital devices, systems, and networks; and the role of computer science and its global impact.

l. Deaf/Hard of Hearing (Pre-K-12). Thirty (30) semester credit hours to include coursework in methods of teaching the deaf/hard of hearing, bimodal communication, sign language acquisition and learning, literacy development, hearing technology, spoken language development, students with disabilities, assessments, designing and monitoring individualized education programs, and special education law.

m. Early Childhood Special Education (Pre-K-3). Twenty (20) semester credit hours

to include coursework in methods of teaching early childhood; child development and behavior with emphasis in cognitive-language, physical, social, and emotional

areas, birth through age eight (8); curriculum and program development for young children ages three to eight (3-8); transitional services; planning, implementing, and evaluating environments and materials for young children ages three to eight (3-8); identifying and working with atypical young children ages three to eight (3-8); designing and monitoring individualized education programs; special education law; and parent-teacher relations. This endorsement may only be added to the Exceptional Child Education (K-8 or K-12) endorsement.

n. Early Literacy (K-3). Twenty (20) semester credit hours to include coursework in methods of teaching reading and writing; the body of knowledge regarding the science of reading; the cognitive process of learning to read and write; phonological and phonemic awareness; oral language development; phonics, vocabulary, fluency, and comprehension; diagnostic literacy assessments and analysis leading to the development and implementation of individual reading improvement plans; data analysis related to early recognition of literacy difficulties including characteristics of dyslexia; data driven instruction and intervention; language acquisition and development; stages of reading and writing development; early elementary reading and writing resources including children's literacy advocacy strategies for meeting the needs of struggling readers and writers; and the Idaho Comprehensive Literacy Plan.

o. Earth and Space Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, earth science, astronomy, and geology.

p. Economics (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, three (3) semester credit hours in microeconomics, three (3) semester credit hours in macroeconomics, and six (6) semester credit hours in personal finance/consumer economics. Remaining course work must be in business, economics, or finance.

q. Engineering (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching engineering and in areas of engineering.

r. English (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in secondary English language arts methods, grammar, American literature, British literature, multicultural/world literature, young adult literature, literary theory, and advanced composition.

s. English as a Second Language (ESL) (K-12). Twenty (20) semester credit hours to include coursework in methods of teaching language acquisition, a modern language other than English, cultural diversity, linguistics, second language

   acquisition theory and practice, foundations of ESL/bilingual education, legal foundations of ESL/bilingual education, and identification and assessment of English learners.

t. Exceptional Child Education (K-8, 6-12, or K-12). Thirty (30) semester credit hours to include coursework in methods of teaching the exceptional child, learner development and individual learning differences, assessment and evaluation, designing and monitoring individualized education programs, central concepts of academic subjects, individual behavioral supports, instructional strategies and interventions, special education law, family and community relationships, and accommodations and modifications.

u. Geography (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, cultural geography, and physical geography, and a maximum of six (6) semester credit hours in world history survey. Coursework may include three (3) semester credit hours in economics. Remaining coursework must be in geography.

v. Geology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and in the area of geology.

w. Gifted and Talented Education (K-12). Twenty (20) semester credit hours to include coursework in methods of teaching gifted and talented learners, assessment and identification of gifted and talented learners, differentiated instruction, creative and critical thinking, social and emotional needs of gifted and talented learners, program design, curriculum, and instruction.

x. Health (5-9, 6-12, or K-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching health; planning, organization, and administration of a school health program; health, wellness, and behavior change; mental/emotional health; nutrition; human sexuality; and health risk behaviors. Remaining semester credits must be in health-related coursework. To obtain a Health (K-12) endorsement, applicants must complete coursework in elementary health methods.

y. History (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences, six (6) semester credit hours in U.S. history survey, and six (6) semester credit hours in world history survey. Coursework may include three (3) semester credit hours in American government. Remaining coursework must be in history.

z. Humanities (5-9 or 6-12). Complete an endorsement in English, history, music, theatre arts, visual arts, or world language; and complete twenty (20) semester credit hours as follows:

    i. English endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, music, philosophy, theatre arts, visual arts, and world language.

ii. History endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, humanities survey, literature, music, philosophy, theatre arts, visual arts, and world language.

iii. Music endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, philosophy, theatre arts, visual arts, and world language.

iv. Theatre arts endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, music, philosophy, visual arts, and world language.

v. Visual arts endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, music, philosophy, theatre arts, and world language.

vi. World language endorsement - twenty (20) semester credit hours in two (2) or more of the following areas: architecture, comparative world religion, dance, history, humanities survey, literature, music, philosophy, theatre arts, and visual arts.

aa. Journalism (5-9 or 6-12). Complete one (1) of the following options:

i. Twenty (20) semester credit hours in the area of journalism to include coursework in methods of teaching communication arts and six (6) semester credit hours in communication arts.

ii. Complete an English endorsement and twelve (12) semester credit hours to include coursework in methods of teaching communication arts and in the area of journalism.

bb. Literacy (K-12). Twenty (20) semester credit hours to include coursework in methods of teaching reading and writing; foundations of literacy including reading, writing, listening, speaking, viewing, and language; language acquisition and development; diversity of literacy learners; literacy in the content area; literature for youth; diagnostic reading and writing; literacy assessments; data analysis and identification of characteristics of literacy difficulties including dyslexia; data driven instruction; instructional interventions; and the Idaho Comprehensive Literacy Plan.

cc. Mathematics (6-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching mathematics, Euclidean and transformational geometry, linear algebra, discrete mathematics, statistical modeling and probabilistic reasoning, and the first two (2) courses in a standard calculus sequence.

dd. Mathematics - Middle Level (5-9). Twenty (20) semester credit hours to include coursework in secondary methods of teaching mathematics, algebraic thinking,

functional reasoning, Euclidean and transformational geometry, and statistical modeling and probabilistic reasoning. Six (6) semester credit hours of computer programming may be substituted for six (6) semester credit hours of mathematics content.

ee. Music (5-9 or 6-12 or K-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching music, theory and harmony, aural skills, music history, conducting, applied music, and piano proficiency (class piano or applied piano). To obtain a Music (K-12) endorsement, applicants must complete elementary music methods coursework.

ff. Natural Science (6-12). Complete one (1) of the following options:

i. Complete an endorsement in one of the following: biological science, chemistry, Earth science, geology, or physics; and complete a total of twenty-four (24) semester credit hours as follows:
   1) Biological science endorsement. Eight (8) semester credit hours in each of the following: chemistry, physics, and Earth science or geology.
   2) Chemistry endorsement. Eight (8) semester credit hours in each of the following: biology, physics, and Earth science or geology.
   3) Earth science or geology endorsement. Eight (8) semester credit hours in each of the following: biology, chemistry, and physics.
   4) Physics endorsement. Eight (8) semester credit hours in each of the following areas: biology, chemistry, and Earth science or geology.

ii. Complete an endorsement in Agriculture Science and Technology, and complete twenty-four (24) semester credit hours to include coursework in methods of teaching science, lab safety, and six (6) semester credit hours in each of the following: biology, chemistry, physics, and Earth science or geology.

gg. Online Teacher (K-12). Twenty (20) semester credit hours to include coursework in methods of online teaching; assistive technology; learning management systems and content management systems; synchronous, asynchronous, and blended learning environments; and instructional strategies for the online environment. Candidates must complete an eight (8)-week online clinical practice

in a K-12 setting or complete one (1) year of verifiable, successful experience as a teacher delivering online instruction in a K-12 setting within the past three (3) years.

hh. Physical Education (PE) (5-9 or 6-12 or K-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching PE; sports, skillful movement, physical activity, and outdoor skills; student evaluation in PE; safety and prevention of injuries; fitness and wellness; PE for special populations; exercise physiology; kinesiology/biomechanics; motor behavior; and current

certification in cardiopulmonary resuscitation, automated external defibrillator use, and first aid. To obtain a PE K-12 endorsement, applicants must complete coursework in elementary PE methods.

ii. Physical Science (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and in the area of physical science to include a minimum of eight (8) semester credit hours in each of the following: chemistry and physics.

jj. Physics (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching science, lab safety, and in the area of physics.

kk. Psychology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and in the area of psychology.

ll. Science – Middle Level (5-9). Twenty-four (24) semester credit hours to include coursework in methods of teaching science, lab safety, and eight (8) credits in each of the following: biology, earth science, and physical science.

mm. Social Studies (6-12). Complete one of the following options:

i. A course in methods of teaching the social sciences and twelve (12) semester credit hours in each of the following: American government/political science, economics, geography, and history

ii. A course in methods of teaching the social sciences, fifteen (15) semester credit hours in each of the following: American government/political science and history, and nine (9) semester credit hours in each of the following: economics and geography.

iii. Complete an endorsement in American government/political science, economics, geography, or history and complete a total of thirty-six (36) semester credit hours as follows:

1) American government/political science endorsement - twelve (12) semester credit hours in each of the following: economics, geography, and history.
2) Economics endorsement – twelve (12) semester credit hours in each of the following: American government/political science, geography, and history.
3) Geography endorsement – twelve (12) semester credit hours in each of the following: American government/political science, economics, and history.
4) History endorsement – twelve (12) semester credit hours in each of the following: American government/political science, economics, and geography.

nn. Social Studies – Middle Level (5-9). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and at least five (5) semester credit hours in each of the following: geography, history, and American government/political science or economics.

oo. Sociology (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in methods of teaching the social sciences and in the area of sociology. Coursework may include six (6) semester credit hours in anthropology.

pp. Teacher Leader. Teacher leaders hold a standard instructional certificate or a degree-based career technical certificate and provide technical assistance to teachers and other staff with regard to the selection and implementation of appropriate teaching materials, instructional strategies, and procedures to improve educational outcomes for students. Individuals who hold this endorsement facilitate the design and implementation of sustained, intensive, and job-embedded professional learning based on identified student and teacher needs.

i. Teacher Leader – Instructional Specialist
   1) Complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.
   2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include clinical supervision, instructional leadership, and advanced pedagogical knowledge, and demonstrated competencies in the following areas: providing feedback on instructional episodes, engaging in reflective dialogue centered on classroom instructional management and/or experience, focused goal-setting and facilitation of individual and collective personal growth, understanding the observation cycle, and knowledge and expertise in data management platforms.
   3) Complete ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.

ii. Teacher Leader – Instructional Technology
   1) Complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.
   2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include technology integration and assessments, online education infrastructure and execution, instructional technology theory and foundations pedagogy, systems and performance evaluation, and applied project experiences.
   3) Complete ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.

iii. Teacher Leader – Literacy
   1) Hold a literacy endorsement or meet the requirements of a literacy endorsement, and complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.

2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include foundational literacy concepts; fluency, vocabulary development, and comprehension; literacy assessment concepts; and writing process; all of which are centered on the following emphases: specialized knowledge of content and instructional methods; data driven decision making to inform instruction; research-based differentiation strategies; and culturally responsive pedagogy for diverse learners.
3) Complete ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.

iv. Teacher Leader – Mathematics

1) Hold a mathematics (6-12) or (5-9) endorsement and complete three (3) years of full-time certificated teaching experience while under contract in an accredited school setting.
2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include number and operation, geometry, algebraic reasoning, measurement and data analysis, and statistics and probability, all of which are centered on the following emphases: structural components of mathematics; modeling, justification, proof, and generalization; and specialized mathematical knowledge for teaching.
3) Program shall include ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.

v. Teacher Leader – Special Education

1) Hold an Exceptional Child Education endorsement or Blended Early Childhood Education/Early Childhood Special Education endorsement and complete three (3) years of full-time certificated teaching experience, at least two (2) years of which must be in a special education classroom setting, while under contract in an accredited school setting.
2) Complete a state board approved program of at least twenty (20) post baccalaureate semester credit hours of study aligned to Idaho Teacher Leader Standards at an accredited college or university or a state board approved equivalent. Coursework to include assessment of learning behaviors; individualization of instructional programs based on educational diagnosis; behavioral and/or classroom management techniques; program implementation and supervision; use of current methods, materials, and resources available; management and operation of special education management platforms; identification and utilization of community or agency resources and support services; counseling, guidance, and management of professional staff, and special education law, including

case law.

3) Program shall include ninety (90) supervised contact hours to include facilitation of both individual and group professional development activities.

qq. Teacher Librarian (K-12). Twenty (20) semester credit hours to include coursework in collection development and materials selection, literature for children and/or young adults, organization of information to include cataloging and classification, school library administration and management, library information technologies, information literacy, and reference and information service.

rr. Theatre Arts (5-9 or 6-12). Twenty (20) semester credit hours to include coursework in secondary methods of teaching theatre arts, acting and directing, and six (6) semester credits in technical theatre/stagecraft.

ss. Visual Arts (5-9, 6-12, or K-12). Twenty (20) semester credit hours to include coursework in methods of teaching secondary arts, 2-dimensional and 3-dimensional studio areas, six (6) semester credit hours in foundation art and design, and three (3) credits in art history. To obtain a Visual Arts (K-12) endorsement, applicants must complete elementary arts methods coursework.

tt. World Language (5-9, 6-12 or K-12). Twenty (20) semester credit hours to include coursework in methods of teaching language acquisition, twelve (12) intermediate or higher credits in a specific world language, and coursework in two (2) or more of the following areas: grammar, conversation, composition, culture, or literature. To obtain an endorsement in a specific world language (K-12), applicants must complete an elementary methods course. To obtain an endorsement in a specific world language, applicants must complete the following:

i. Score an intermediate high (as defined by the American Council on the Teaching of Foreign Languages or equivalent) on an oral proficiency assessment conducted by an objective second party; and

ii. A qualifying score on a state board approved specific world language content assessment, or if a specific world language content assessment is not available, a qualifying score on a state board approved world language pedagogy assessment.

2024 Automotive Maintenance and Light Repair

Program Standards

CONTENT STANDARD 1.0: PROFESSIONAL ORGANIZATIONS AND LEADERSHIP	
Performance Standard 1.1: Student Leadership in Career Technical Student Organizations (CTSO) and Professional Associations	
1.1.1	Explore the role of professional organizations and/or associations in the automotive repair industry.
1.1.2	Define the value, role, and opportunities provided through career technical student organizations.
1.1.4	Engage in career exploration and leadership development.
CONTENT STANDARD 2.0: SAFETY PROCEDURES FOR LAB AND TOOLS	
Performance Standard 2.1: General Lab Safety Rules and Procedures	
2.1.1	Identify and use proper placement of floor jacks and jack stands.
2.1.2	Identify and use proper procedures for safe vehicle lift operation.
2.1.3	Identify proper ventilation requirements for working within the lab/shop area.
2.1.4	Identify marked safety areas.
2.1.5	Identify the location and the types of fire extinguishers and other fire safety equipment.
2.1.6	Identify the location of eye wash station(s) and the procedure for proper use.
2.1.7	Identify the location of the posted evacuation routes.
2.1.8	Comply with the required personal protective equipment (PPE) requirements (e.g., safety glasses, ear protection, gloves, shoes).
2.1.9	Secure hair and jewelry for lab/shop activities.
2.1.10	Identify safety aspects of supplemental restraint systems (SRS), electronic brake control systems, and hybrid vehicle high voltage circuits (e.g., high-intensity discharge (HID) lamps, ignition systems, injection systems).
2.1.11	Locate and interpret safety data sheets (SDS).
2.1.12	Handle, store, and dispose of hazardous waste and materials (e.g., batteries, oil, diesel, gasoline, antifreeze).
Performance Standard 2.2: Tool and Equipment Identification and Use	
2.2.1	Identify tools and equipment and their appropriate uses in automotive maintenance and repair.
2.2.2	Identify standard and metric fasteners.
2.2.3	Describe thread repair; identify the required tools needed to perform the repair.
2.2.4	Demonstrate the safe handling and appropriate use of tools and equipment.
2.2.5	Describe the use of, read, and interpret precision measuring tools (e.g., micrometer, dial-indicator, digital/dial-caliper).
2.2.6	Demonstrate cleaning, storage, and maintenance of tools and equipment.

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CONTENT STANDARD 3.0: BASIC VEHICLE SERVICE

Performance Standard 3.1: Vehicle Service Information

3.1.1	Reference vehicle service information, such as fluid type, vehicle service history when available, service precautions, technical service bulletins, and recalls, including for vehicles equipped with advanced driver assistance systems (ADAS).
3.1.2	Retrieve and record diagnostic trouble codes (DTC), onboard diagnostics (OBD) monitor status, freeze frame data, and clear codes and data when directed.
3.1.3	Locate the vehicle identification number (VIN) and production data code.
3.1.4	Interpret VIN information.
3.1.5	Identify additional vehicle information labels (e.g., tires, emissions).
3.1.6	Reset maintenance notifications/reminders after services are completed.
3.1.7	Verify and interpret vehicle warning indicators (e.g., messages, lights).
3.1.8	Identify policy requirements for the return of a vehicle to a customer (e.g., floor mats, steering wheel cover).

CONTENT STANDARD 4.0: ENGINE REPAIR

Performance Standard 4.1: General Engine Service

4.1.1	Inspect engine assembly for fuel, oil, coolant, and other leaks.
4.1.2	Install engine covers, using vehicle-specific gaskets, seals, and sealers as required.
4.1.3	Describe the function of the timing belt/chain.
4.1.4	Inspect, replace, and adjust drive belts (e.g., alternator, power steering pump, air conditioning, stretch-fit serpentine belts), tensioners, and pulleys, checking pulley and belt alignment.
4.1.5	Inspect engine mounts.
4.1.6	Identify service precautions related to service of the internal combustion engine of a hybrid vehicle.
4.1.7	Identify engine block assembly components and configurations.
4.1.8	Identify the cylinder head and valve train components and configurations.
4.1.9	Describe the operation of engines equipped with variable valve timing (VVT) systems.

Performance Standard 4.2: Lubrication and Cooling Systems

4.2.1	Identify lubrication and cooling system components and configurations.
4.2.2	Perform cooling system pressure check (e.g., inspect and test radiator, coolant recovery tank, heater core, and galley plug) to identify leaks.
4.2.3	Verify the operation of the cooling system (e.g., leak, fans, heater) after service or repair.
4.2.4	Inspect and test the pressure cap.
4.2.5	Determine necessary action to remedy issues related to the radiator, pressure cap, coolant recovery tank, heater core, and galley plug.
4.2.6	Identify causes of engine overheating.
4.2.7	Identify types of water pumps (e.g., gear-driven, belt-driven, chain-driven, electric).
4.2.8	Remove, inspect, and replace the thermostat and gasket/seal.
4.2.9	Inspect and test coolant.
4.2.10	Drain and recover coolant.
4.2.11	Describe procedures for flushing and refilling the cooling system with recommended coolant, using a radiator vacuum tool or bleed air, as required.
4.2.12	Perform oil and filter changes.

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CONTENT STANDARD 5.0: AUTOMATIC TRANSMISSION/TRANSAXLE	
Performance Standard 5.1: General Transmission/Transaxle	
5.1.1	Identify drive train and axle components and configurations.
5.1.2	Describe transmission/transaxle fluids, the importance of fluid quality, and differences in electric vehicle (EV)/hybrid transmissions.
5.1.3	Check transmission fluid condition.
5.1.4	Check fluid level in a transmission or transaxle equipped with and without a dipstick; verify the procedure with a scan tool.
5.1.5	Check for transmission fluid leaks.
5.1.6	Describe hydraulic principles (i.e., Pascal's law) at work in a transmission/transaxle.
Performance Standard 5.2: In-Vehicle Transmission/Transaxle	
5.2.1	Inspect, adjust, and replace external manual valve shift linkage, transmission range sensor/switch, and park/neutral position switch.
5.2.2	Describe relearn procedures.
5.2.3	Drain and replace fluid and filter(s).
Performance Standard 5.3: Off-Vehicle Transmission/Transaxle	
5.3.1	Describe the basic operational characteristics of a continuously variable transmission (CVT).
5.3.2	Describe the basic operational characteristics of hybrid and electric vehicle (EV) drive trains.
CONTENT STANDARD 6.0: MANUAL DRIVE TRAIN AND AXELS	
Performance Standard 6.1: General Drive Train	
6.1.1	Check fluid condition and for leaks.
6.1.2	Drain and refill manual transmission/transaxle and final drive unit.
Performance Standard 6.2: Clutch Systems	
6.2.1	Check and adjust the clutch master cylinder fluid level.
6.2.2	Check for hydraulic system leaks.
Performance Standard 6.3: Drive Shaft and Half Shaft, Universal and Constant Velocity (CV) Joint	
6.3.1	Inspect front and rear wheel bearings.
6.3.2	Diagnose, inspect, service, and replace shafts, yokes, boots, and universal/CV joints.
6.3.3	Check for leaks at drive assembly and transfer case seals; check vents; check fluid level.
Performance Standard 6.4: Differential Case Assembly	
6.4.1	Inspect differential housing, check for leaks, and inspect the housing vent.
6.4.2	Check and adjust differential housing fluid level.
6.4.3	Drain and fill differential housing, per manufacturer specification.
Performance Standard 6.5: Drive Axle	
6.5.1	Inspect and replace drive axle wheel studs.
6.5.2	Describe the function of wheel bearings.
Performance Standard 6.6: Four-Wheel Drive/All-Wheel Drive	
6.6.1	Identify concerns related to variations in tire circumference and/or final drive ratios.
6.6.2	Check transfer case/four-wheel drive fluid levels.

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CONTENT STANDARD 7.0: SUSPENSION AND STEERING SERVICE AND REPAIR	
Performance Standard 7.1: General Suspension and Steering Systems	
7.1.1	Identify and inspect suspension and steering system components and configurations.
7.1.2	Disable and enable supplemental restraint system (SRS) and verify indicator lamp operation.
7.1.3	Compare electric and hydraulic power steering.
Performance Standard 7.2: Wheel Alignment Conditions	
7.2.1	Describe four-wheel alignment angles (e.g., camber, caster, toe) and effects on vehicle handling/tire wear.
7.2.2	Perform pre-alignment inspection and measure vehicle ride height, suggesting appropriate service.
Performance Standard 7.3: Wheel and Tire	
7.3.1	Describe the tire sidewall markings in detail, including the P-metric size, treadwear, temperature, traction rating, and tire production date.
7.3.2	Measure tread depth, using a tread-depth tool.
7.3.3	Determine necessary action to remedy issues related to tire condition.
7.3.4	Rotate tires, including using a tire pressure monitoring system (TPMS) relearn procedure, according to the manufacturer's recommendations.
7.3.5	Dismount, inspect, and remount tire on the wheel, including for those using TPMS.
7.3.6	Balance wheel and tire assembly.
7.3.7	Inspect tire and wheel assembly for air loss.
7.3.8	Determine necessary action to remedy tire air loss.
7.3.9	Describe the procedure for repairing a tire according to the tire manufacturer.
Performance Standard 7.4: Related Suspension and Steering	
7.4.1	Inspect rack and pinion steering gear inner tie rod ends (i.e., sockets) and bellows boots.
7.4.2	Inspect power steering fluid level and condition.
7.4.3	Flush, fill, and bleed power steering system.
7.4.4	Identify proper fluid type according to the manufacturer's specifications.
7.4.5	Inspect for power steering and electric steering fluid leakage.
7.4.6	Inspect and replace power steering hoses and fittings.
7.4.7	Inspect pitman arm, relay (center link/intermediate) rod, idler arm, mountings, and steering linkage damper.
7.4.8	Inspect tie rod ends (i.e., sockets), tie rod sleeves, and clamps.
7.4.9	Inspect upper and lower control arms, bushings, and shafts.
7.4.10	Inspect and replace rebound bumpers.
7.4.11	Inspect track bar, strut rods/radius arms, and related mounts and bushings.
7.4.12	Inspect upper and lower ball joints (with or without wear indicators).
7.4.13	Inspect suspension system coil springs and spring insulators (silencers).
7.4.14	Inspect suspension system torsion bars and mounts.
7.4.15	Inspect and/or replace front/rear stabilizer bar (sway bar) bushings, brackets, and links.
7.4.16	Inspect, remove, and/or replace strut cartridge or assembly, inspecting mounts and bushings.
7.4.17	Inspect front strut bearing and mount.
7.4.18	Inspect components of suspension systems (e.g., coil, leaf, torsion).
7.4.19	Describe the function of electronically controlled suspension and steering systems and components (e.g., active suspension, stability control).
7.4.20	Inspect, remove, and/or replace shock absorbers, inspecting mounts and bushings.

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CONTENT STANDARD 8.0: BRAKE SYSTEMS	
Performance Standard 8.1: General Brake Systems	
8.1.1	Identify brake system components and configuration.
8.1.2	Describe procedure for performing a road test to check brake system operation, including the anti-lock brake system (ABS).
8.1.3	Describe basic hydraulic principles at work in brake systems.
8.1.4	Install wheel and torque lug nuts.
Performance Standard 8.2: Hydraulic System	
8.2.1	Describe brake pedal height, travel, and feel.
8.2.2	Check master cylinder for internal/external leaks and proper operation.
8.2.3	Inspect brake lines, flexible hoses, and fittings for leaks, dents, kinks, rust, cracks bulging, wear, loose fittings, and support.
8.2.4	Select, handle, store, and fill brake fluids to proper level.
8.2.5	Identify components of hydraulic brake warning light system.
8.2.6	Bleed and/or flush brake system.
8.2.7	Test brake fluid for contaminants, water, and boiling point, using a refractometer.
Performance Standard 8.3: Drum Brakes	
8.3.1	Remove, clean, inspect, and measure brake drum diameter and determine serviceability.
8.3.2	Refinish brake drum and measure final drum diameter, comparing with specifications.
8.3.3	Remove, clean, inspect, and replace brake shoes, springs, pins, clips, levers, adjusters/self-adjusters, other related brake hardware, and backing support plates.
8.3.4	Inspect wheel cylinders for leaks and proper operation; remove and replace as needed.
8.3.5	Pre-adjust brake shoes and parking brake, installing brake drums or drum/hub assemblies and wheel bearings and make final checks and adjustments.
Performance Standard 8.4: Disc Brakes	
8.4.1	Remove and clean caliper assembly, inspecting for leaks and damage/wear to caliper housing.
8.4.2	Inspect caliper mounting.
8.4.3	Remove, inspect, and replace brake pads and retaining hardware, cleaning and lubricating caliper slides, cleaning rotor mounting surface, removing and replacing rotor.
8.4.4	Describe the procedure for burnishing brake pads against the rotor.
8.4.5	Refinish the rotor on and off vehicle, measuring final rotor thickness and comparing with specifications.
8.4.6	Retract and readjust caliper piston on an integral/electric parking brake system.
Performance Standard 8.5: Power Assist Units	
8.5.1	Identify components of the brake power-assist system (vacuum and hydraulic) and the electronic power brake assist system.
8.5.2	Check brake pedal free-travel with and without engine running to verify proper power booster operation.
8.5.3	Check vacuum supply, with a manifold or auxiliary pump, to a vacuum-type power booster.

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Performance Standard 8.6: Miscellaneous Brakes Systems	
8.6.1	Identify electronic brake control system components and describe their functions (i.e., ABS [anti-lock braking system], TCS [traction control system], ESC [electronic stability control]).
8.6.2	Describe the function of serviceable and non-serviceable wheel bearings.
8.6.3	Check parking brake operation, cables, indicator lamp, and components for wear, binding, and corrosion, cleaning, lubricating, adjusting or replacing, as needed.
8.6.4	Check operation of the external brake light system.
8.6.5	Describe the operation of a regenerative braking system.
CONTENT STANDARD 9.0: ELECTRICAL/ELECTRONIC SYSTEM	
Performance Standard 9.1: General Electronic Systems Service	
9.1.1	Identify electrical/electronic system components (e.g., alternator, fuse, diode) and configurations.
9.1.2	Demonstrate knowledge of electrical/electronic series, parallel, and series-parallel circuits using principles of electricity (Ohm's law).
9.1.3	Interpret wiring diagrams to trace electrical/electronic circuits.
9.1.4	Demonstrate proper use of digital multi-meter (DMM) when measuring source voltage, voltage drop (including grounds), current flow, and resistance.
9.1.5	Describe shorts, grounds, opens, and resistance problems and causes.
9.1.6	Describe the function of electrical testing equipment (e.g., test light, oscilloscope, short finder, logic probe).
9.1.7	Check basic operations of electrical circuits, using appropriate testing equipment.
9.1.8	Describe the procedure for measuring key-off battery drain (i.e., parasitic draw).
9.1.9	Inspect and test fusible links, circuit breakers, and fuses.
9.1.10	Repair wire, using solder and heat shrink.
Performance Standard 9.2: Battery Service	
9.2.1	Perform battery state-of-charge test.
9.2.2	Perform battery capacity and load test, verifying proper battery capacity for vehicle application.
9.2.3	Maintain or restore electronic memory.
9.2.4	Inspect and clean batteries, fill battery cells, and check battery cables, connectors, clamps, and hold-downs.
9.2.5	Perform slow/fast battery charge, according to battery manufacturer recommendations.
9.2.6	Jump-start a vehicle, using jumper cables and a booster battery or an auxiliary power supply.
9.2.7	Identify electronic modules, security systems, radios, and other accessories that require re-initialization or code entry after reconnecting the vehicle battery.
Performance Standard 9.3: Starting System	
9.3.1	Perform starter current draw test.
9.3.2	Perform starter circuit-voltage drop tests.
9.3.3	Describe procedures for the removal and installation of a starter in a vehicle.
9.3.4	Inspect and test switches, connectors, and wires of starter control circuits (e.g., relays, solenoid).
9.3.5	Describe the operation of an automatic idle-start/stop-stop system.
Performance Standard 9.4: Charging System	
9.4.1	Perform charging system output test.
9.4.2	Describe procedures for inspection and function of the charging system.
9.4.3	Perform charging circuit voltage drop tests.

DRAFT

Performance Standard 9.5: Lighting Systems	
9.5.1	Inspect interior and exterior lamps and sockets, including headlights and auxiliary lights (fog lights/driving lights), replacing as needed.
9.5.2	Aim headlights.
Performance Standard 9.6: Accessories	
9.6.1	Describe vehicle comfort, convenience, access, safety, and related systems operation.
9.6.2	Describe the removal and reinstallation of the interior panel.
9.6.3	Identify tools and fasteners associated with panel removal and reinstallation.
9.6.4	Describe the operation of keyless entry/remote-start systems.
9.6.5	Verify windshield wiper and washer operation, replacing wiper blades.
CONTENT STANDARD 10.0: HEATING AND AIR CONDITIONING SYSTEMS	
Performance Standard 10.1: A/C Systems	
10.1.1	Identify heating, ventilation, and air conditioning (HVAC) refrigerant types, components, and configurations.
10.1.2	Identify steps of an A/C performance test and operation of air conditioning refrigerant recovery machines.
10.1.3	Inspect A/C heater ducts, doors, hoses, cabin filters, and outlets and determine necessary remedy.

DRAFT

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION

SUBJECT

Board Policy VII.D. First Reading and Idaho Quality Program Standards Amendment

REFERENCE

August 14, 2014	Board, acting as the State Board for Career Technical Education, approved Proposed Rule Docket 55-0104-1401, first reading of Board Policy IV.E.2. and the Idaho Quality Program Standards.
November 2014	Board approved Pending Rule Docket 55-0104-1401.
June 2023	Board approved first reading of Board Policy VII.D. moving the Division's section of Board policy from subsection IV.E. to its own section, Section VII.
August 2023	Board approved second reading of Board Policy VII.D.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies and Procedures, Section VII.D.
Section 33-1629, Idaho Code
Idaho Administrative Code, IDAPA 55.01.04

BACKGROUND/DISCUSSION

The Idaho Legislature enacted Section 33-1629, Idaho Code, Agricultural and Natural Resource Education Programs during the 2014 Legislative session. The purpose of this section was to establish (1) Idaho Quality Program Standards Incentive Grants, and (2) Agricultural Education Program Start-Up Grants and requires the State Board for Career Technical Education to adopt standards to implement the Idaho Quality Program Standards Incentive Grants and Agricultural Education Program Start-Up Grants. The Board adopted the required standards through the 2014-2015 negotiated rulemaking process and approved the required standards at the August 14, 2014 regular Board meeting.

Through the Zero-Based Regulations process established by the Division of Financial Management the Board last updated IDAPA 55.01.04 through the 2023-2024 negotiated rulemaking process. Those amendments have been accepted by the Housed Education and Senate Education committees and the concurrent resolution (SCR 121) approving the rule amendments is pending action by the Legislature.

The current Idaho Quality Program standards, incorporated by reference into Board policy VII.D., have not been updated since the original August 2014 approval. During the summer and fall 2023, Division staff held a number of meetings with agriculture education stakeholders across the state who have received, applied, or are eligible to apply for one of the two grant programs with

the intent of verify continued relevance and updating were appropriate the current standards, including clarifying and streamlining the review process for eligible applicants. Board policy has the force and effect of law on those agencies and institutions that it governs and documents incorporated by reference into Board policy have historically been done in the same manner as documents incorporated by reference into administrative code, requiring the Board policy to updated through two readings each time the incorporated documents are updated with a new Board approval date. Consistent with discussion during the February 2024 Board meeting, the Division is requesting approval of the updated standards provided in Attachment 1, as well as delegation in Board Policy VII to the Division Administrator to approve future amendments to the standards as long as they are developed through the process established in Board policy VII.D.

The proposed policy amendments establish the process for amending the standards moving forward and delegates the approval of future updates to the standards to the Division Administrator in accordance with the discussion at the February 2024 regular Board meeting during the Divisions annual report. The process for updating the standards includes: makeup of the recommending committee and opportunity for public input.

Due to the restructuring of the Idaho Quality Program Standards the request is to approve the standards as a new document. The current standards are provided in Attachment 2 for reference.

IMPACT

Approval of the two actions would update the standards for use in the next grant award cycle and delegate future amendments to the standards to the Division Administrator.

ATTACHMENTS

Attachment 1 – Proposed IQPS First Reading
Attachment 2 – Existing IQPS Approved 2014,
Attachment 3 – Board Policy VII.D. First Reading

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Through discussion with IDCTE staff it seems clear that the proposed amendments to Board Policy VII.D. seek to solve an existing problem. The frequency with which the standards need to be updated in the near future will result in IQPS standards adoption becoming a regular agenda item for the Board. Additionally, as the Board has established a precedent for conducting two readings of proposed revisions to documents incorporated by reference into policy, the process for updating these standards is lengthy. As a proposed solution to this problem, IDCTE is requesting that the adoption of standards be delegated to the State Administrator for IDCTE, thereby removing the perceived burden on the Board and creating a more nimble process. However, several concerns have presented during the review of this proposal that the Board should consider.

First, Idaho Code § 33-1629(1)(a) states that "the board for career technical education shall adopt and implement Idaho quality program standards for agricultural and natural resource education programs offered in any grade 9 through 12." While Idaho Code § 33-107(4)(a) provides the Board broad authority to delegate "such powers as said officers require to carry out and administer the policies, orders, and directives of the board", in this case the Board is not being asked to delegate the powers necessary to administer the Board's decision. It is being asked to grant the State Administrator of IDCTE the authority to make this statutorily required decision on behalf of the Board. This is a significant distinction. Whereas such delegation of decision-making authority is not expressly authorized, the Board should consider whether delegating this type of decision is the best solution to the problem at hand and whether it sets a desired precedent.

Second, the Board has established a precedent of conducting two readings of documents incorporated by reference into policy. This is not a required step, but a process established in emulation of rulemaking requirements that ensures sufficient public transparency in revisions made to documents that impact a broader group of stakeholders. While the process does require extra time between readings, removing it would not only create an exception to the established practice, but would remove an opportunity for public transparency of Board decisions. The proposed policy amendments do seek to establish a structure for how IDCTE will engage with a committee and a review process. However, this process already exists, and is concluded with Board adoption of the committee's recommended revisions. The request being made of the Board is simply to remove the Board's involvement in the process. As statute requires the Board, and not the State Administrator, to establish the standards, the Board should consider whether its own public transparency obligations are met if the proposed amendments are adopted.

Board staff acknowledges that IDCTE is faced with a difficult issue of needing to move more quickly than the current process allows. However, a more appropriate solution may be to seek to revise the governing statute to provide for the delegation of the adoption of these standards to the State Administrator.

Board staff does not recommend approval of the request to delegate the approval of IQPS standards to the State Administrator. Board approval of IQPS standards therefore continues to require two readings. Additionally, IDCTE staff did not have time to prepare a redline version of the proposed amendments. A redline copy has been requested for the second reading.

Board staff recommends approval of the first reading of the proposed amendments to Idaho Quality Program Standards as provided in Attachment 1. Board staff recommends approval of the first reading of proposed amendments to Board Policy VII.D. with one exception: on page 1, line 19 replace the word "Division" with

the word “Board”, thereby ensuring that the Board retains the authority granted by statute.

BOARD ACTION

1. I move to approve the first reading of the Idaho Quality Program Standards as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the first reading of proposed amendments to Board Policy VII.D. as provided in Attachment 3 with the following exception: on page 1, line 19 replace the word “Division” with the word “Board.”

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1
~~August 2014~~ June 2024

Idaho Quality Program Standards (IQPS)

Standards and Quality Indicators

This document was prepared and reviewed by representatives of: Idaho Team Ag Ed; Idaho Division of Career Technical Education; Idaho Agriculture Teachers Association; Department of Agricultural Education and 4-H Youth Development, University of Idaho.

Introduction

The Idaho Agricultural Education Quality Program Standards are a result of a need to provide a consistent delivery of high-quality agricultural education programs across the state of Idaho focused on relevant instruction, rigorous clear goals, continuous program improvement and the development of essential skills for student success. Input from local and state leaders was sought and obtained regarding the qualities of highly successful agricultural education programs.

The Idaho Agricultural Education Quality Program Standards are designed to be used by the local instructor(s), administration, community partners, stakeholders, technical advisory committee, FFA Alumni and/or an external assessment team to conduct an evaluation of the local agricultural education program and develop clear goals and objectives for program improvement. The local self-assessment or evaluation will serve as the basis for further review by the Idaho Division of Career Technical Education in determining the quality of the agricultural education program in reference to the Idaho Agricultural Education Quality Program Standards.

During the 2014 sixty-second Legislative regular session, Senate Bill 1275 was passed to amend Chapter 26, Title 33 of the Idaho Code to establish provisions relating to the Idaho Quality Standards Incentive Grants and direct the State Board of Career Technical Education to adopt and implement the Idaho Agriculture Education Quality Program Standards.

The Idaho Agriculture Education Quality Program Standards comprise seven main areas dealing with the school based agricultural education program and the agricultural education instructor. Standards 1 – 6, address the agricultural education program and standard 7 addresses the agricultural education instructor. Each standard and standard statement is followed by a series of quality indicators which further define the standard or standard statement.

Local Program Success materials found in the National Council for Agricultural Education's National Program Quality Standards rubric may provide additional tools, resources and information to help agricultural education programs meet the standards and standard statements in this document.

ATTACHMENT 1
~~**August 2014**~~ **June 2024**

Standard 1:
A standards-based curriculum in Agriculture, Food and Natural Resources Systems is delivered through an integrated model that incorporates classroom and laboratory instruction, experiential learning and student leadership and personal development.

Quality Indicators:

1. The agricultural education curriculum includes course names and descriptions, course objectives/competencies, course sequences, course prerequisites, and staffing assignments for all courses.

2. The Program(s) of Study (POS is the course sequence) offered by the AFNR program is cross-walked/aligned to the Idaho State Department of Education (SDE) academic content standards and references the Idaho Core Standards.

3. The agricultural education program provides students with "value added" components to enhance their ability to be either college or career ready.

4. Instructional activities throughout the year are balanced between classroom and laboratory instruction, experiential learning (SAE), and leadership and personal development (FFA).

Standard 2:
Programs promote achievement and skill development of all students through year-round instruction using multiple methods to assess student learning that illustrates academic achievement and skill development.

Quality Indicators:

1. Course instructional outlines are documented and based upon an approved Program of Study (POS).

2. Instruction reinforces written objectives and appropriate assessments aligned to relevant and rigorous academic content and Idaho Core standards.

3. The instructor uses multiple instructional strategies for varied student learning styles and incorporates real-life experiences to facilitate learning.

4. The instructional program uses a variety of current instructional materials, techniques, and community-based support.

ATTACHMENT 1
~~**August 2014**~~ **June 2024**

Standard 3:
The facilities and equipment support implementation of the agricultural education program and curriculum by providing all students opportunities for the development and application of knowledge and skills. (Facilities are defined as classroom, agricultural education science laboratory, computer laboratory, wood and metal shop, greenhouse, head house, land laboratory, livestock facilities, storage areas and office).

Quality Indicators:

1. Facility size, layout, storage and labs provide for effective delivery of the courses offered and student enrollment.

2. Facility is clean, organized, and maintained to provide an environment conducive to learning.

3. Facility meets existing local, state, and/or federal health standards including air, temperature, water, acoustics, ventilation, light and particulate control.
4. Current equipment is industry relevant and adequate for student instruction.

5. Adequate consumable supplies are provided annually to deliver instruction.

6. Current technology is available, maintained, and updated to offer high quality instruction and support experiential learning (SAE) and student leadership development (FFA).

Standard 4:
Education is enhanced through active participation by all students in a year-round experiential learning program (SAE) that is planned, developed and managed by the student with instruction and support by the agricultural instructor.

Quality Indicators:

1. All students have experiential learning (SAE) programs based on career pathways/clusters/interests and agricultural education curriculum standards.

2. Continuous instruction and supervision of student experiential learning (SAE) programs are provided by the agricultural education instructor throughout the calendar year.

3. Students have a comprehensive experiential learning program that shows evidence of improvement.

4. Students have comprehensive experiential learning programs (SAE) and keep accurate record of continuous improvement.

ATTACHMENT 1
~~**August 2014**~~ **June 2024**

Standard 5:
All students participate in year-round intra-curricular agricultural education student organization (FFA) programs and activities.

Quality Indicators:

1. The FFA chapter annually plans and implements a Program of Activities (POA) and reviews and approves Chapter Constitution/Bylaws.

2. The agricultural education program students participate in FFA programs and activities listed in the Program of Activities.

3. The FFA chapter conducts and/or participates in local activities and events.

4. The FFA chapter conducts or participates in district, state and national activities.

5. Students who are FFA members show evidence of continuous improvement by achieving advanced degrees based on their SAE program and FFA participation.

Standard 6:
Key stakeholders are continually engaged, consulted and invested in the agricultural education program.

Quality Indicators:

1. The agriculture education program consults with an educational advisory board, recognized by the local board of education, to plan and direct the program's curriculum, supervised agriculture experiences (SAE), and leadership development (FFA).

2. Technical Advisory Committee is comprised of School Board, Administration, Alumni, parents, local decision makers, and agricultural industry leaders from the community and its impact area.

3. Stakeholder groups (Technical Advisory Committee or Alumni and Supporters Group) collaborate often in order to maintain consistent support of the agriculture education program and promote its success.

4. Agricultural education program stakeholders and supporters (e.g. Technical Advisory Committee and/or Alumni and Supporters group) are recognized for their support of the agricultural education program.

5. Community volunteers (FFA Alumni and Supporters group or others) are organized and involved in supporting the agricultural education program.

ATTACHMENT 1
~~August 2014~~ June 2024

6. The agricultural education program provides relevant data/information to key stakeholders and other entities.

7. A recruitment and retention plan is annually implemented for prospective and current students.

8. Follow-up data is collected and maintained on all agriculture program graduates.

Standard 7:
Competent and certified agricultural education instructor provides the core of the program.

Quality Indicators:

1. The agricultural education instructor has current Idaho certification to teach agriculture and has advanced training to enhance instruction in the agricultural education program.

2. The agricultural education instructor provides student instruction and supervision throughout the year in classroom and laboratory, experiential learning (SAE) and leadership and personal development (FFA).

3. The agricultural education instructor demonstrates effectiveness in quality teaching that promotes student growth.

4. The agricultural education instructor practices classroom management that maximizes time-on-task and minimizes disruptive behaviors.

5. The agricultural education instructor demonstrates effectiveness involving experiential learning (SAE) activities that promotes student growth.

6. The agricultural education instructor demonstrates effectiveness involving leadership and personal development (FFA) activities that promotes student growth.

7. The agricultural education instructor demonstrates professional growth through activities to promote knowledge of content, instructional strategies, industry practices and instructor leadership roles.

8. The agricultural education instructor is an active member in local, state and national professional education associations.

Idaho Agricultural Education Quality Program Standards



This document was prepared and reviewed by representatives of:

Idaho Team Ag Ed
Idaho Division of Career Technical Education
Idaho Vocational Agriculture Teachers Association
Department of Agricultural Education & 4-H Youth Development, University of Idaho

INTRODUCTION

The Idaho Agricultural Education Quality Program Standards are a result of a need to provide a consistent delivery of high quality agricultural education programs across the state of Idaho focused on relevant instruction, rigorous clear goals, continuous program improvement and the development of essential skills for student success. Input from local and state leaders was sought and obtained regarding the qualities of highly successful agricultural education programs.

The Idaho Agricultural Education Quality Program Standards are designed to be used by the local instructor(s), administration, community partners and/or stakeholders, advisory council, FFA Alumni and/or an external assessment team to conduct an evaluation of the local agricultural education program and develop clear goals and objectives for program improvement. The local self-assessment or evaluation will serve as the basis for further review by the State Division of Career Technical Education in determining how well an agricultural education program meets the Idaho Agricultural Education Quality Program Standards.

During the 2014 sixty-second Legislative regular session, Senate Bill 1275 was passed to amend Chapter 26, Title 33 of the Idaho Code to establish provisions relating to the Idaho Quality Standards Incentive Grants and direct the State Board of Career Technical Education to adopt and implement the Idaho Agriculture Education Quality Program Standards.

The Idaho Agriculture Education Quality Program Standards comprise seven main areas dealing with the school based agricultural education program and the agricultural education instructor. Standards 1 – 6, address the agricultural education program and standard 7 addresses the agricultural education instructor. Each standard and standard statement is followed by a series of quality indicators which further define or assess the standard or standard statement.

Local Program Success materials found in the National FFA Local Program Resource Guide may provide additional tools, resources and information to help agricultural education programs meet the standards and standard statements in this document.

Standard 1: Program Planning, Design & Curriculum

Standard Statement:

A standards-based curriculum in Agriculture, Food & Natural Resources Systems is delivered through an integrated model that incorporates classroom and laboratory instruction, experiential learning and student leadership & personal development.

Quality Indicators:

1. The agricultural education curriculum includes: 1.) approved Ag/NR courses; 2.) course names & descriptions; 3.) course objectives/ competencies; 4.) course sequences, 5.) course prerequisites, 6.) staffing assignments for all courses.

2. The Program of Study (POS) offered by the program is cross-walked/aligned to the Idaho Department of Education (SDE) academic content standards and references the Idaho Core Standards.

3. Experiential learning (SAE) is integrated throughout the instructional program.

4. Student leadership & personal development (FFA) is integrated throughout the instructional program.

5. The agricultural education program consults with an advisory board, recognized by the local board of education, with current constitution and bylaws on program planning, design and curriculum.

6. The agricultural education program provides students with “value added” components to enhance their ability to be either college or career ready.

Standard 2: Instruction & Assessment

Standard Statement:

Programs promote academic achievement and skill development of all students through year-round instruction using multiple methods to assess student learning that illustrates academic achievement and skill development.

Quality Indicators:

1. Instructional activities throughout the year are balanced between classroom & laboratory instruction, experiential learning (SAE), and leadership & personal development (FFA).

2. Course instructional outlines are documented and based upon an approved Program of Study (POS).

3. Instruction reinforces written objectives and appropriate assessments aligned to relevant and rigorous academic content and Idaho Core standards. The instructor uses multiple instructional strategies for varied student learning styles and incorporates real-life experiences to facilitate learning.

4. The instructional program uses a variety of current instructional materials, equipment, techniques, technology and community-based resources.

Standard 3: Facilities & Equipment

Standard Statement:

The facilities and equipment support implementation of the agricultural education program and curriculum by providing all students opportunities for the development and application of knowledge and skills. (Facilities are defined as classroom, agricultural education science laboratory, computer laboratory, wood and metal shop, greenhouse, head house, land laboratory, livestock facilities, storage areas and office).

Quality Indicators:

1. Facility size, layout, storage and labs provide for effective delivery of the courses offered and student enrollment.

2. Facility is clean, organized, and maintained to provide an environment conducive to learning.

3. Facility meets existing local, state, and/or federal health standards including air, temperature, water, acoustics, ventilation, light and particulate control.

4. Idaho Building Safety Inspection (IBSI) has been conducted on the facility, equipment and tools with all defective items removed, repaired, or replaced.

5. Current equipment is available and maintained and adequate consumable supplies are provided annually to deliver instruction.

6. Current technology is available, maintained, and updated to offer high quality instruction and support experiential learning and student leadership development.

Standard 4: Experiential Learning

Standard Statement:
Education is enhanced through active participation by all students in a year-round experiential learning program that is planned, developed and managed by the student with instruction and support by the agriculture instructor.

Quality Indicators:

1. All students have experiential learning programs based on career pathways/clusters/ interests and agricultural education curriculum standards.

2. Continuous instruction and supervision of student experiential learning programs are provided by the agriculture instructor throughout the calendar year.

3. Students have comprehensive experiential learning programs that show evidence of continuous improvement.

4. The agricultural education program consults with an advisory board, recognized by the local board of education, with current constitution and bylaws on experiential learning.

Standard 5: Leadership Development

Standard Statement:
All students participate in year-round intra-curricular agricultural education student organization programs and activities.

Quality Indicators:

1. The FFA chapter annually plans and implements a Program of Activities (POA) and reviews and approves Chapter constitution and/or bylaws.

2. The agricultural education program students participate in FFA programs and activities and have a progressive plan for leadership and personal development.

3. The FFA chapter conducts and/or participates in local activities and events.

4. The FFA chapter participates in district, state and national activities.

5. Students who are FFA members show evidence of continuous improvement by achieving advanced degrees based on the SAE program and FFA participation.

6. The agricultural education program consults with an agricultural education advisory board, recognized by the local board of education, with current constitution and bylaws on leadership development.

Standard 6: Partnerships & Marketing

Standard Statement:
Key stakeholders are continually engaged, consulted and invested in the agricultural education program.

Quality Indicators:

1. School and community partners (School Board, Administration, agriculture advisory board, Alumni, parents, media, decision makers, agricultural industry leaders and community) are familiar with the agricultural education model (classroom, SAE and FFA), are involved in shaping and strengthening the program and promoting program accomplishments and success.

2. Agricultural education program stakeholders and supporters are recognized for their support of the agricultural education program.

3. Community volunteers (FFA Alumni or others) are organized and involved in supporting the agricultural education program.

4. The agricultural education program provides relevant data/information to key stakeholders and other entities.

5. A recruitment and retention plan is annually developed and implemented for prospective and current students.

6. Follow-up data is collected and maintained on all agriculture program graduates.

Standard 7: Certified Agricultural Education Instructor and Professional Growth

Standard Statement:

Competent and certified agricultural education instructor provides the core of the program.

Quality Indicators:

1. The agricultural education instructor has current Idaho certification to teach agriculture and has advanced training to enhance instruction in the agricultural education program.

2. The agricultural education instructor provides student instruction and supervision throughout the year in classroom & laboratory, experiential learning (SAE) and leadership & personal development (FFA).

3. The agricultural education instructor demonstrates effectiveness in quality teaching that promotes student growth.

4. The agricultural education instructor practices classroom management that maximizes time-on-task and minimizes disruptive behaviors.

5. The agricultural education instructor demonstrates effectiveness involving experiential learning (SAE) activities that promotes student growth.

6. The agricultural education instructor demonstrates effectiveness involving leadership and personal development (FFA) activities that promotes student growth.

7. The agricultural education instructor demonstrates professional growth through activities to promote knowledge of content, instructional strategies, industry practices, and instructor leadership roles.

8. The agricultural education instructor is an active member in local, state and national professional education associations.

ATTACHMENT 3

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: D. Miscellaneous Grant Program Standards and Requirements
~~**August 2023**~~ **June 2024**

1. Section 33-1629, Idaho Code, establishes the Idaho Agricultural Education Quality Program Standards Incentive Grants and Agricultural Education Program Start-Up Grants. These grants shall be administered based on the provisions of Section 33-1629, Idaho Code, and IDAPA 55.01.04.

   a. Pursuant to the provisions of IDAPA 55.01.04, ~~T~~the Idaho Agricultural Education Quality Program Standards shall be used to evaluate the quality of Agricultural, Food and Natural Resource education programs. ~~The Idaho Agricultural Education Quality Program Standards as approved August 14, 2014, are adopted and incorporated by reference into this policy.~~ The standards shall be reviewed at a minimum on a five year cycle and may be updated more ~~frequents~~ frequently at the request of agricultural education stakeholders. The standards may be found on the Division of Career Technical Education website at http://cte.idaho.gov. The Division will adopt new or updated standards based on recommendations from a standards review committee. The review committee shall consist of, but not be limited to the following representation:

      i. Agricultural program educators, including program administrators,
      ii. Existing grant program awardees, and
      iii. Eligible grant program staff.

   b. The Division will include reference to any Idaho Agricultural Education Quality Program Standards as part of the annual update to the Board, if applicable to the reporting period.

2. Industry Partner Fund

Section 33-2213, Idaho Code, establishes the Industry Partner Fund. In an effort to increase the capacity of each of Idaho's six public technical colleges to work with regional industry partners to provide a "rapid response to gaps in skills and abilities," Idaho has established the Industry Partner Fund. The purpose of the fund is to provide funds that give the technical colleges the flexibility to work with Idaho employers to provide "timely access to relevant college credit and non-credit training and support projects."

   a. Industry Partner Fund Definitions:

      i. Technical College Leadership Council (TCLC) means the career technical education deans of Idaho's six public technical colleges
      ii. Wage threshold means evidence that training will lead to jobs that provide living wages appropriate to the local labor market or local standard of living.

iii. Regional means the six defined career technical service regions pursuant to Board Policy III.Z.
iv. Support project means supplemental items, activities, or components that may enhance program outcomes (such as job analysis, placement services, data collection and follow up, workplace readiness skills training, etc.)
v. Regional industry partners means employers that operate in Idaho and/or serve as a talent pipeline for Idaho students and employees.
vi. Impact potential means the extent to which the training or project will increase regional capacity to meet talent pipeline needs. May include number of students or employees affected, associated wages, and long-term regional improvement or sustainability. May also include the timeframe for implementation.
vii. Demonstrated commitment means the promissory financial commitment made by the partner employer that includes cash or in-kind contribution to the project.

b. Roles and Responsibilities

The Administrator and TCLC are jointly responsible for reviewing and administering the application process for accessing Industry Partner Fund monies.

The TCLC, in accordance with the deadlines outlined in the following section, shall conduct the preliminary review of all proposals to ensure they meet the eligibility requirements and align with legislative intent. Each institution shall have one vote on the TCLC throughout the recommendation process. Deans shall not vote on proposals from their institution. The TCLC shall make recommendations to the division administrator to approve, deny, or modify submitted proposals.

The Administrator shall review all eligible proposals and make the final determination on the award of those proposals.

The Division shall be responsible for management and distribution of all moneys associated with the fund.

c. Submission and Review Process

Proposals will be accepted quarterly, on a schedule set by the Division. The TCLC shall provide the Administrator with recommendations on which proposals to award within 14 calendar days of the closing date of the application period. Pursuant to language outlined in Section 33-2213, Idaho Code, the TCLC and the Administrator will notify the technical college within 30 days of submission of their proposal as to whether their proposal was approved.

Submitted proposals must contain all required supporting documentation, as outlined by the Administrator, the TCLC, and as specified in the application.

Proposals must be signed by the College Dean, Financial Vice President/Chief Fiscal Officer, Provost/Vice President for Instruction, and institution President.

Proposals must outline how the institution and industry partner(s) are unable to meet industry need with existing resources.

d. Eligibility Criteria

Each proposal will be reviewed and evaluated according to the following criteria:

i. The extent to which the proposal meets regional demand
ii. Relevant labor market information, which must include, but is not limited to, Idaho Short Term Projections (Idaho Department of Labor)
iii. Wage thresholds – low wage program starts should be accompanied with appropriate justification including regional economic demand.
iv. Impact potential
v. Degree of employer commitment
vi. The extent to which the proposal aligns with and/or supports career technical education programs and relevant workforce training
vii. the anticipated administrative costs
viii. any special populations that may benefit from the proposed education or training
ix. sustainability of the program

Preference will be given to proposals that include:

i. Multiple employers
ii. Higher number of impacted workers
iii. Demonstrated commitment (highest consideration will be given to proposals with a matching component)

Each college may submit more than one proposal per quarter. In the event a qualified proposal isn't selected in the quarter in which it was submitted, the proposal may be resubmitted the following quarter. Resubmission of an eligible proposal is not a guarantee of future awards.

d. Distribution and Use of Funds

The Administrator, in awarding funds, shall ensure that funds are available each quarter. As such, the Administrator may adjust or reduce the award amount to an accepted proposal. These adjustments or reductions shall be made in consultation with the TCLC and the technical college impacted and will ensure the original intent of the proposal can still be met.

Funds will be distributed on a one-time basis; renewal proposals may be submitted, based on the nature of the project or training.

Industry Partner Fund moneys may be used for:

i. Facility improvement/expansion
ii. Facility leasing
iii. Curriculum development
iv. Salaries and benefits (if the training program needs are anticipated to go beyond the initial award, the college must provide additional details on long-term sustainability of the position filled through the fund)
v. Staff development
vi. Operating expenses
vii. Equipment and supplies
viii. Travel related to the project
ix. Approved administrative costs, as outlined in the application

Funds may not be used for:

i. Real property
ii. indirect costs
iii. the cost of transcribing credits
iv. tuition and fees
v. materials and equipment normally owned by a student or employee for use in the program or training

e. Performance Measures and Reporting Requirements

In accordance with the approved proposal, colleges shall provide a quarterly update and closeout report on elements such as:

i. Number of affected workers
ii. Number of enrolled or participating students
iii. Placement rate of training completers
iv. Average wages and any wage differential
v. Industry match
vi. If practicable, Idaho public college credits, certificates, certifications, qualifications or micro certifications of value toward postsecondary certificates or degrees.
vii. Funds obligated and expended. Any funds not obligated within 18 months of the initial award shall revert back to the fund.

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION

SUBJECT

Idaho State Perkins V State Plan Update

REFERENCE

February 2007	The Board, acting as the State Board for Career Technical Education, approved the Idaho federal Carl D. Perkins IV six-year plan
February 2009	The Board approved updated five-year plan under Perkins IV Act
February 2019	The Board received an update on the new Perkins V Act adopted by Congress in 2018
May 2019	The Board approved the Perkins V State Transition Plan
December 2019	The Board received an update on the status of the Perkins V State Plan
February 2020	The Board was presented with amendments to the Perkins program enacted through Perkins V and timeline for consideration of Idaho's Perkins V State plan.
March 16, 2020	The Board approved Idaho's Perkins V State plan.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-2201 through 33-2207, Idaho Code

The Carl D. Perkins Career and Technical Education Act of 2006, as amended by the Strengthening Career and Technical Education for the 21st Century Act (Public Law 115-224) (Perkins V) (2018)

BACKGROUND/DISCUSSION

The Smith-Hughes Act of 1917 was the first authorization for the federal funding of vocational education. Subsequent legislation for vocational education (now termed career and technical education) included the Vocational Act of 1973 and the Carl D. Perkins Act of 1984 (Perkins). Perkins was reauthorized as the Carl D. Perkins Vocational and Applied Technology Act (Perkins II) in 1990, the Carl D. Perkins Career and Technical Education Act of 1998 (Perkins III), and the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV). Section 33-2202, Idaho Code designates the State Board of Education for Career Technical Education with the responsibilities to carry out the provisions of the federal act, now known as Perkins. Section 33-2205, Idaho Code, authorizes the Board to hire a State Administrator for career technical education and authorizes the creation of the Division for the purposes of carrying out the federal acts and chapter 22, title 33, Idaho Code.

Congress enacted amendments to the Carl D. Perkins Career and Technical Education Act of 2006 in July 2018. Following the July 2018 enactment, the

Division developed, and the Board approved a one-year transition plan from Idaho's Perkins IV State Plan to Idaho's current Perkins V State Plan. This was followed up with development and subsequent Board approval of Idaho's current Perkins V state plan. That plan has been in place for approximately four years and is now required to be updated. The US Department of Education, Office of Career, Technical, and Adult Education (Attachment 4) outlines the requirements and timeline for submitting Idaho's amended Perkins V State Plan. The federal requirements allow states two options for submitting updates: Option 1 allows for a new four-year State plan covering federal fiscal year (FFY) 2024-27 and Option 2 allows for annual revisions. At this time, while mostly technical in nature, there were enough amendments to warrant the submittal of a new plan. A redlined version of the plan is provided in Attachment 1 and a clean version is provided in Attachment 2.

The Division has conducted multiple stakeholder meetings throughout the summer to garner feedback on the current State Plan and feedback on proposed amendments. The proposed amendments were posted to the Division's website for 30 days for public comment followed by a statewide public hearing conducted online. Meetings were held with both secondary and postsecondary educators requesting feedback for consideration as well as opportunities for feedback from industry partners.

Technical corrections and grammatical changes were made throughout the (new) four-year State plan as well as removal of duplicative or unnecessarily specific details that were not required to be included in the plan or no longer aligned with Board policy. Other revisions and updates include:

PAGE NO.	NOTES
3	Added information regarding the original posting of the Idaho State Perkins V plan in FY19.
6	Update to State's vision for CTE aligned with the Divisions Board approved strategic plan.
7	Updates to language about Idaho's microcredential system consistent with recent amendments made in Board policy.
8	Removal of performance measures that were originally aligned with the Board's strategic plan and have since been removed (e.g. 60% credential attainment performance measure).
9-10	Updates to the IDCTE Objectives in alignment with approved strategic plan.
11	Addition of a program Individualized Occupational Training as a recognized program area and removal of National Career Cluster Framework reference to clarify we only have the seven program areas.
11	Addition of requirement to provide career exploration courses to students in grade 7 and grade 8.
12	Addition to statutory reference, Section 33-2202, Idaho Code, regarding state and federal funding.
12-13	Removal of capstone grade requirement to align with definitions in Board policy, Section VII.
13	Removal of repetitive and unnecessary detail regarding the process for establishing technical advisory committees.
17-18	Expand references to just dual credit to include all applicable advanced opportunities as defined in Board policy.
17	Clarify state CTE governance, including statutory references.

18	Addition of advanced opportunities program.
22	Addition of allowing LEAs to be in the application process for a program of study to be eligible for Perkin's funding rather than requiring they already have at least one approved program of study.
22	Removal of requirement for secondary programs to have at least one articulation agreement under SCOPE.
22-23	Removal of the requirement of having at least one Technical Skills Assessment offered once every two years to remain eligible for Perkins funds. Program requirements are governed through Board policy and removal allows for more flexibility as policy requirement evolve over time.
23	Removal of reference to an advanced option that may be awarded for additional credits of at least 15 credit hours that are beyond the A.A.S. degree in order to align with Board policy.
23	Removal of training development requirement. Training already exists regarding special populations that meet Perkins V requirements.
24	Removal of reference to Idaho Core Teacher Standards and Foundation Standards for Career Technical Education. These currently do not exist as referenced. Additionally, the reference is not responsive to the question.
28	Increase in reserve funds percentage from 13% to 15%.
28	Clarification on how data is updated.
34	New State determined performance levels.
37	Glossary updates and clarifications to align definitions with federal definitions or definitions in state law and Board policy.

The US Department of Education has indicated it will send out additional guidelines regarding the submittal of Perkins V State Plans. It is anticipated that while the content will not change, the format of the State Plans will be required to be submitted in an alternate format through the US Department of Education's online portal.

Attachment 3 provides the public comments received during the public comment period.

IMPACT

Idaho's Perkins V State Plan sets the requirements for use of Idaho's annual Perkins V federal award. Approval of the plan will meet the federal requirements for updating the State Plan and authorize the Division to submit the plan to the Governor for consideration. While the US Department of Education requires an opportunity for each State's governor to sign on to the plan, State Plans may be submitted without the governor's signature. Idaho's FFY 2023 Perkins V award was $5.7M.

ATTACHMENTS

Attachment 1 – Perkins V State Plan Amendments - redlined
Attachment 2 – Perkins V State Plan Amendments – clean version
Attachment 3 – Perkins V State Plan Public Comments Received
Attachment 4 – US Department of Education State Plan Submission Requirements

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the proposed revision to the Perkins V State Plan as presented in Attachment 2 and to authorize the State Administrator to

make any non-substantive edits necessary throughout the federal approval process.

BOARD ACTION

I move to approve the FFY 2024 Strengthening Career and Technical Education for the 21st Century Act (Perkins V) State Plan as provided in Attachment 2 and to authorize the State Administrator to make any non-substantive edits that are necessary as it moves through the federal approval process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Idaho ~~State Plan~~ Perkins V State Plan

Approved by the State Board of Career Technical Education April 18, 2024

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Narrative Descriptions – Plan Development and Consultation

1. Describe how the State plan was developed in consultation with the stakeholders and in accordance with the procedures in section 122(c)(2) of Perkins V. See Text Box 1 for the statutory requirements for State plan consultation under section 122(c)(1) of Perkins V.

The initial Idaho Perkins V State Plan was developed and posted in fiscal year 2019. The following describes stakeholder engagement for that plan. IDCTE has reviewed and updated this current version based on internal feedback, ~~and~~ stakeholder consultation, and public comment building on the original plan development work. That process is described in further detail below.

During 2019 the Idaho Division of Career Technical Education (Division) engaged in a series of outreach efforts designed to collect input from as many stakeholder groups as possible, including:
~~The Idaho Division of Career Technical Education (Division/IDCTE) has engaged in a series of outreach efforts designed to collect input from as many stakeholder groups as possible, including:~~

- Outreach sessions for secondary and postsecondary stakeholder groups includeing sessions during the Division's annual statewide conferences. ~~and REACH, which is Idaho's statewide professional development conference.~~ This annual conference~~, which~~ brings approximately 900 secondary and postsecondary ~~stakeholders~~ educators and industry stakeholds to Boise for a three-day training, and is Idaho's largest CTE professional development opportunity. The summer conference alternates every other year with regionally based conferences held around the state.
- The 2019 conference included several sessions specific to labor market information and understanding Perkins V requirements.
- During our ~~Spring~~ spring 2019 and ~~Winter~~ winter 2020 outreach, ~~we~~ the Division hosted community forums in each of Idaho's six education regions. Members of the community, including family members, community organizations, and business members were invited to attend. ~~The only stakeholder group with a consistent presence was b~~Business members ~~in~~ were represented from each region.
- Various meetings with the Idaho Workforce Developmental Council (WDC) were held to discuss a combined Workforce Innovation and Opportunity Act (WIOA) plan and development of a labor market tool designed to help grant recipients identify high-skill, high-wage, and in-demand occupations. While the ultimate decision was ~~to not~~not to pursue a combined plan at ~~this~~ that time~~,~~. It was~~we~~ agreed to ~~begin using~~ that common labor market data would be used to discuss regional labor market trends. Newly developed labor market tools allowed ~~will allow~~ recipients to use readily available data to help reduce the data burden associated with the Comprehensive Local Needs Assessment (CLNA) and to help ensure consistent data analyses statewide.
- As a part of outreach efforts, ~~invited~~ directors from each of our Centers for New Direction were invited to ~~our~~ the regional meetings, and were provided ~~them~~ with additional information on how the Perkins V projects could expand services (including individual services) through the Centers. ~~Connected~~ Center Directors were connected with postsecondary representatives to ensure additional special populations ~~are~~ were considered in the planning and project process.
- In conjunction with ~~our~~ the WDC~~Workforce Development~~ Council, the Division conducted 14 regional listening sessions to better understand the needs of local communities and small business owners. Division staff also met~~Met~~ with representatives of Idaho Business for Education, including a 90-minute listening session with Scott Stump who oversaw the federal Office of Career, Technical, and Adult Education. Additionally, the Division ~~Reached~~

reached out to the Idaho Association for Commerce and Industry, as well as numerous Chambers of Commerce around the state.

- To help expand CTE access ~~to~~ for more students, both the ~~Spring~~ spring and ~~Fall~~ fall 2019 outreach included a specific focus on better supporting students in need. This included ~~recommending~~ recomendations that recipients connect with local foster care advocates, local homeless support entities, and local outreach organizations. Idaho Division of Juvenile Corrections was included in the outreach efforts and is working to expand CTE programming to help reduce recidivism for juvenile offenders. The ~~Winter~~ winter 2020 outreach sessions included agencies related to special populations in an effort to expand knowledge of CTE programs and ~~provide~~ foster ~~an opportunity for~~ collaboration.
- The outreach included ~~M~~multiple contacts with state tribal leaders including the ~~tribal education council~~Idaho State Board of Education's Indian Education Committee, individual tribes, and listening sessions. At the request of the tribes, the Division conducted individual meetings with leaders from three of Idaho's five tribes. Follow-up meetings were requested, ~~and joint~~including joint meetings between the tribes and ~~the~~ local school district~~/~~s and postsecondary institutions have been scheduled to identify strategies for collaboration. The Division continues to engage with this group and work with recipients of funding to increase engagement.
- As part of WIOA listening tours, Division staff met with representatives of Idaho Division of Vocational Rehabilitation, as well as regional advocacy groups representing individuals with physical disabilities, blind and visually impaired, cognitive disabilities, and seniors. ~~Identified areas of concern and potential solutions, including transportation and better connectivity between business; industry and service.~~
- The Division is also a member of the Idaho Interagency Council on Student Transition (IICST), a group devoted to helping students with disabilities transition from secondary to postsecondary life. The Division attended a conference hosted by the National Technical Assistance Center on Transition (NTACT) with other members of IICST centered on incorporating assistance for students with disabilities into ~~state~~ Perkins V state plans.
- The Division held Idaho's first ~~IDCTE~~ Rural District Symposium centered around helping rural and remote districts strengthen student learning outcomes and ~~to~~ align district priorities with Perkins V.
- During the 2023 calendar year, Division staff held sessions during the summer annual conferences where stakeholders were given the opportunity to provide feedback on the current administration of Perkins V funding. This feedback was used to inform updates that were incorporated into the updated plan. The updated plan was then provided to secondary and postsecondary education stakeholders and posted on the Division's website for 30 days for public comment. Near the conclusion of the public comment period the Division held a statewide virtual hearing to provide an additional opportunity for the public to provide comment.

2. Consistent with section 122(e)(1) of Perkins V, each eligible agency must develop the portion of the State plan relating to the amount and uses of any funds proposed to be reserved for adult career and technical education, postsecondary career and technical education, and secondary career and technical education after consultation with the State agencies identified in section 122(e)(1)(A)-(C) of the Act. If a State agency, other than the eligible agency, finds a portion of the final State plan objectionable, the eligible agency must provide a copy of such objections and a description of its response in the final plan submitted to the Secretary. (Section 122(e)(2) of Perkins V)

~~The Idaho Division of Career Technical Education (Division) is currently~~The Division is the state ~~the~~ agency responsible for ~~adult~~ career ~~and~~ technical education ~~and postsecondary education~~ in Idaho,

including secondary, postsecondary and other adult training programs. ~~A copy of the State plan was submitted to the Idaho State Board for Career Technical Education, of which the State Superintendent of Public Instruction is a member, for approval prior to releasing the State plan for a 30-day public comment period.~~ The Idaho State Board for Career Technical Education, pursuant to Section 33-2205, Idaho Code is the designated agency for implementing the provisions of the Smith Hughes Act of 1917 and any subsequent amendments as well as all other federally or state funded career technical education programs. The State Board is the Division's governing board and Idaho's state education agency. The State Superintendent of Public Instruction sits on the State Board and administers the State Department of Education (SDE).

3. Describe opportunities for the public to comment in person and in writing on the State plan. (Section 122(d)(14) of Perkins V)

During ~~our~~ the Spring 2019 outreach, the Division hosted community forums in each of Idaho's six education regions. Members of the community, including, adult students, family members, community organizations, and business members were invited to attend. ~~The only stakeholder group with a consistent presence was business members in each region.~~

In conjunction with the WDC~~Idaho's Workforce Development Council~~, the Division conducted 14 regional listening sessions to better understand the needs of local communities and small business owners. ~~We met with representatives of Idaho Business for Education, including a 90-minute listening session with Scott Stump. We reached out to Idaho Association for Commerce and Industry, as well as numerous Chambers of Commerce.~~

During our ~~Winter~~ winter 2020 outreach, the Division hosted more community forums in each of Idaho's six education regions. Members of the community, including, adult students, family members, community organizations, and business members were invited to attend. During the summer of 2023 the Division conducted a number of stakeholder meetings in conjunction with the Divisions annual summer conferences held around the state as well as meetings conducted with secondary and postsecondary education groups who were specifically asked to provide feedback to the state plan and performance level descriptors.

Prior to sub~~-~~mission of the updated draft State plan to the State Board for Career Technical Education in April 2024~~for informational purposes~~, the draft State plan ~~will be~~was made available on the Division~~s~~ ~~and OSBE~~ website~~s~~ for review in accordance with the 30-day public comment period required by the Act. ~~A copy of the State transition plan has been available on our website for comment.~~ Comments have been and will ~~be~~ continue to be collected via email to stakeholderinput@cte.idaho.gov. ~~or mailed to the Division at;~~

~~Idaho Division of Career and Technical Education~~
~~c/o Perkins V State Plan~~
~~650 W. State St., Ste 324~~
~~Boise, ID 83702-5936~~

Narrative Descriptions – Program Administration and Implementation

1. State's Vision for Education and Workforce Development

a. Provide a summary of State-supported workforce development activities (including education and training) in the State, including the degree to which the State's career and technical education programs and programs of study are aligned with and address the education and skill needs of the employers in the State identified by the State workforce development board. (Section 122(d)(1) of Perkins V)

~~The following information is part of the WIOA State Plan as modified for program year 2018.~~
Idaho's vision for CTE is to provide premier educational opportunities for students and adults to gain relevant workforce and leadership skills in applied settings; to provide a gateway to meaningful careers and additional education opportunities; and to educate a strong talent pipeline that meets Idaho business workforce needs.

The WDC ~~Council~~ arrived at three broad goals for the State's workforce system, which are outlined below. Under each of these goals, the ~~Council~~ WDC identified several strategies that relate more specifically to the populations, services, policies, and priorities within the workforce development system. The strategies cited under each goal below are a priority subset of the ~~Council's~~ WDC's strategic plan that directly relate to the foundational analysis within ~~this Combined State Plan and clarify how the Councils goals relate to individuals with barriers to employment.~~the State's WIOA plan.

1. Promote policies that align workforce, education, economic development, and entrepreneurship to meet industry and employer's workforce needs.

- Leverage public and private resources (in order to provide greater levels of service to those with barriers to employment and in rural communities).

2. Facilitate development of an Idaho workforce that is highly skilled and committed to continuous learning.

- Provide access to low-skilled and at-risk youth and adults, dislocated workers and others with barriers to employment to a full range of information and supports to prepare for work that leads to economic self-sufficiency.
- Enhance opportunities for lifelong learning by expanding delivery options such as: 1) stackable credentials, 2) compressed scheduling, 3) on-line and distance learning, 4) modularized curriculum and 5) other alternative learning modalities
- Encourage the use of workplace flexibility options such as job sharing, job restructuring, part-time worker pools, flex-time and telecommuting to increase employment opportunities and retain quality workers
- Promote employment practices and workplace environments that encourage a culture of diversity and inclusiveness

3. Support a comprehensive education and workforce delivery system.

- Maintain a quality One-Stop Career System that connects employers and workers and facilitates access to workforce services, education services and information.
- Enhance coordination among workforce system partners and streamline services by eliminating duplication and ineffective or unnecessary practices.
- Provide access to information, financial aid and other supportive services that allow all workers to obtain education and training ~~leading~~ that leads to employment.

- Coordinate a system of work supports for low-income workers to ~~help them stay employed and move toward~~ encourage economic self-sufficiency (e.g., food stamps, child care, and housing) and provide safety nets to those who are in transition in the workforce.

Idaho's ~~Workforce Development Council~~WDC identified four focus areas for the purposes of improving Idaho's workforce system.

- Serving Rural Communities.
- Attracting, Training, and Retaining Quality Staff.
- Career Pathways.
- Connecting Youth.

The ~~Idaho Division Career Technical Education (~~Division~~/IDCTE)~~, which administers both the WIOA Title II and Carl D. Perkins programs~~,~~ and ~~oversees~~ administers both secondary and postsecondary career ~~and~~ technical education in Idaho, is essential in connecting workforce programs with career ~~and~~ technical education, engaging the State's technical colleges, and administering the development of meaningful career pathways. To this end, the Division aligns its efforts with the WDC's goals.

The Division connects education to Idaho's workforce in three essential ways, through the~~our micro-certification~~microcredential process, ~~through~~ technical advisory committees, and ~~through~~ the Centers for New Directions.

The Division is currently aligning all secondary CTE programs of study to postsecondary CTE programs using a microcredential system called SkillStack®. SkillStack® is a digital badging/microcredentialling platform that allows Idaho's educators to validate the skills their students demonstrate proficiency in. The ~~Idaho~~ State Board ~~Education~~ requires Idaho's public postsecondary institutions to use SkillStack® for all CTE and non-CTE badges and microcredentials.

~~The Division is currently aligning all secondary CTE programs of study to postsecondary CTE programs using a micro-certification system called SkillStack®. SkillStack® is a digital badging/micro-certification platform that allows Idaho's educators to validate the skills their students demonstrate proficiency in; leading to industry relevant badges/Technical Competency Credits (TCC).~~

Program standards are developed for each badge through a collaborative process that engages industry, postsecondary faculty, secondary faculty, and other critical stakeholders. As students provide evidence of the competencies for each skill, educators evaluate the competencies based on common assessments. ~~(including the Technical Skills Assessment and Postsecondary Assessment).~~ Once all skills are validated for a particular badge, the information is entered in the SkillStack® platform and badges are ~~issued~~awarded.

Secondary students may earn postsecondary credit through successful completion of dual credit courses, articulation agreements between high school and postsecondary institutions for achieved outcomes, and by earning microcredentials and badges in SkillStack® combined with the postsecondary institutions prior learning assessment process.~~Matriculating secondary students can receive postsecondary credit for work accomplished during their high school tenure.~~

Originally, Idaho's high school, college, university, and workforce training educators ~~are~~ were the only individuals allowed to validate skills in SkillStack®. These ~~individuals~~ entities gain authorization to validate skills upon verification and training from the Division. Since the original State Plan, we now have other educational and non-CTE entities using the system.

Employers can access SkillStack® and search the database for individuals that have been awarded badges aligned to the jobs and skills they are trying to ~~fill~~find. The SkillStack® platform ~~will~~ can then invite those individuals identified to learn more about the company's open position by visiting the company's website or location where the job is posted.

~~Currently there are 63 TCC secondary badges and up to 180 credits available through SkillStack® in 37 programs of study.~~As of June 2023, 32,000 unique students have earned over 115,000 microcredentials in the SkillStack® platform.

Successful career ~~and~~ technical education programs maintain close ties with business and industry, and must be integrally linked to their communities and state. Career ~~and~~ technical education programs in Idaho are required to incorporate active input from ~~an appropriately qualified~~applicable business~~/~~ and industry technical advisory committees (TACs).

~~An effective TAC reveals local career opportunities, prepares students to enter the workforce, and/or helps upgrade the skills of workers already employed.~~ The TAC advises the program to ensure it stays up to date in terms of content and training. TAC members also assist in, and advocate for, student, faculty, and program needs. ~~Ultimately,~~ TACs strengthen the working relationships between the career ~~and~~ technical education programs and the communities they serve.

The Division also administers the Center for New Directions programs. Through ~~this~~ these program, single parents and displaced homemakers receive services to help them move from dependence to independence. Services include personal, career, and education counseling, assessment and testing, and preparation for employment and training. The program also promotes gender equity in the Division's programs by supporting nontraditional career fields through grants, scholarships, and other methods. The Centers for New Directions are on Idaho Technical College System campuses.

b. Describe the State's strategic vision and set of goals for preparing an educated and skilled workforce (including special populations) and for meeting the skilled workforce needs of employers, including in existing and emerging in-demand industry sectors and occupations as identified by the State, and how the State's career and technical education programs will help to meet these goals. (Section 122(d)(2) of Perkins V)

~~The Division is working to help drive Idaho towards our goal of 60% of Idahoans between the ages of 25 and 34 possessing a degree or certificate by 2025, improve the occupational outlook of our students, and provide the skilled workforce Idaho employers need. The Division also supports the recommendations of Idaho's 2017 Workforce Development Task Force, to build CTE secondary and postsecondary program capacity to meet workforce demand.~~

Idaho State Board for Career Technical Education and IDCTE Objectives (fiscal years ~~2020-2024~~2024-2028).

MISSION STATEMENT

~~The mission of the Career Technical Education~~CTE system's mission is to prepare Idaho's youth and adults for high-skill, in-demand careers.

VISION STATEMENT

The Division's vision ~~The vision of the Idaho Division Career Technical Education~~ is to be:

1. A ~~premiere~~ premier educational opportunity for students and adults to gain relevant workforce and leadership skills in an applied setting;
2. A gateway to meaningful careers and additional educational opportunities; and
3. A strong talent pipeline that meets Idaho business workforce needs.

GOAL 1 EDUCATIONAL SYSTEM ALIGNMENT – Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

Objective A: ~~Technical assistance and support for CTE programs – Provide timely, accurate, and comprehensive support to CTE programs that meets the needs of administrators and instructors at both the secondary and postsecondary levels.~~ Support State Board Policy III.Y by aligning CTE programs among the technical colleges and ensuring that secondary program standards align to those postsecondary programs.

Objective B: ~~Data-informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.~~ Technical assistance and support for CTE programs – Provide timely, accurate, and comprehensive support to CTE programs that meets the needs of administrators and instructors at both the secondary and postsecondary levels.

Objective C: ~~Funding Quality Programs – Secondary and postsecondary programs will include key components that meet the definition of a quality program and are responsive to the needs of business and industry.~~ Data-informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.

Objective D: ~~Create systems, services, resources, and operations that support high performing students in high performing programs and lead to positive placements.~~ Funding Quality Programs – Secondary and postsecondary programs will include key components that meet the definition of a quality program and are responsive to the needs of business and industry.

Objective E: Create systems, services, resources, and operations that support high performing students in high performing programs and lead to positive placements.

GOAL 2 EDUCATIONAL READINESS – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

Objective A: Workforce Training – Non-credit training will provide additional support in delivering skilled talent to Idaho's employers.

Objective B: Adult Education (AE) – AE will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.

Objective C: Centers for New Directions (CND) – CNDs will help foster positive student outcomes, provide community outreach events and workshops, as well as collaborate with other agencies.

GOAL ~~2~~ 3 EDUCATIONAL ATTAINMENT – Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

~~Objective A: Support State Board Policy III.Y by aligning similar first semester CTE courses among the technical colleges and ensuring that secondary program standards align to postsecondary programs.~~

Objective ~~B~~A: Talent Pipelines/Career Pathways – CTE students will successfully transition from high school and postsecondary education to the workplace through a statewide career pathways model.

Objective B: Higher Level of Educational Attainment – Increase completion of microcredentials.

GOAL ~~3~~ 4 WORKFORCE READINESS- The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: ~~Workforce Training – Non-credit training will provide additional support in delivering skilled talent to Idaho's employers.~~ CTE concentrators will demonstrate college and career readiness.

Objective B: ~~Adult Education (AE) – AE will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.~~ CTE teachers will track student progress for pathway completion through the microcredential platform.

~~Objective C: Centers for New Directions (CND) – CNDs will help foster positive student outcomes, provide community outreach events and workshops, as well as collaborate with other agencies.~~

Goals and objectives are reviewed annually and updated at a minimum of every four years.

c. Describe the State's strategy for any joint planning, alignment, coordination, and leveraging of funds between the State's career and technical education programs and programs of study with the State's workforce development system, to achieve the strategic vision and goals described in section 122(d)(2) of Perkins V, including the core programs defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102) and the elements related to system alignment under section 102(b)(2)(B) of such Act (29 U.S.C. 3112(b)(2) (B)); and for programs carried out under this title with other Federal programs, which may include programs funded under the Elementary and Secondary Education Act of 1965 and the Higher Education Act of 1965. (Section 122(d)(3) of Perkins V)

The Division and ~~Idaho's Workforce Development Council (~~the WDC~~)~~ are partner agencies in developing and executing Idaho's Workforce Development State Plan. The WDC, in conjunction with the Idaho Department of Labor, is an important stakeholder in the Perkins V State Plan, providing crucial labor market information, ~~in conjunction with the Idaho Department of Labor,~~ to all Perkins V eligible recipients and working with the Centers for New Directions to provide education opportunities for special population students within ~~the four Idaho Community Colleges and the two State Colleges eligible to receive Perkins funds.~~through Idaho's six technical colleges.

d. Describe how the eligible agency will use State leadership funds made available under section 112(a)(2) of Perkins V for each of the purposes under section 124(a) of the Act. See Text Box 2 for the required uses of State leadership funds under section 124(a) of Perkins V. (Section 122(d)(7) of Perkins V)

The Division will use leadership funds in accordance with Section 112(a)(2)(B) of the Act to~~;~~:

- ~~continue supporting~~ Support non-traditional students through an equal distribution of $10,000 to each of the six eligible postsecondary recipients~~;~~. Any unspent funds from prior year will be targeted towards non-traditional student activities;
- ~~support~~ Support programs at the Idaho Department of Corrections not to exceed 1 percent of the total allocation for the State;
- ~~provide~~ Provide additional funds equal to 0.5 percent to be distributed to the Idaho Department of Juvenile Corrections and Idaho Educational Services for the Deaf and Blind at a base amount of $7,500 per facility with the remainder split evenly between the two agencies;
- ~~improve~~ Support enrollment of special populations into CTE programs through coordination with other State agencies including, but not limited to, the Division of Vocational Rehabilitation and the Idaho State Department of Education (an amount equal to 0.1 percent).

Remaining leadership funds will be used to provide statewide professional development and leadership development; provide technical assistance to recipients; develop statewide programs and programs of study; support Career and Technical Student Organizations (CTSOs); ~~and to~~ support development of valid and reliable assessments of competencies and technical skills; program alignment; and enhanced data use capabilities.~~.~~

2. Implementing Career and Technical Education Programs and Programs of Study

a. Describe the career and technical education programs or programs of study that will be supported, developed, or improved at the State level, including descriptions of the programs of study to be developed at the State level and made available for adoption by eligible recipients. (Section 122(d)(4)(A) of Perkins V)

Secondary

The Idaho Division of Career ~~and~~ Technical Education (Division) currently supports fifty-~~four~~ seven (~~54~~57) approved programs of study for secondary programs ~~(see Appendix A) under~~ in ~~six~~ seven (~~6~~7) ~~discipline areas~~ program areas representing fifteen (15) of the sixteen (16) career clusters as described in the National Career Clusters® Framework as presented by Advance CTE (excluding Government career cluster). All Idaho public secondary schools are required to provide career technical education courses.

The seven~~Six discipline~~ program areas are:

1. Agriculture, Food, and Natural Resources
2. Business and Marketing Education
3. Engineering and Technology Education
4. Family and Consumer Sciences and Human Services
5. Health Professions and Public Safety
6. Trades and Industry
7. Individualized Occupational Training

Middle School

Students may also participate in career exploration starting in middle school. Idaho public schools are required to provide career exploration courses to students grades 7 and 8. Career technical education programs may be delivered starting in grade 7.

Postsecondary

The technical colleges support over 200 programs representing all seven of the identified secondary program areas.
~~National Career Cluster® Framework:~~

~~1. Agriculture, Food, and Natural Resources.~~
~~2. Architecture and Construction.~~
~~3. Arts, A/V Technology, and Communications.~~
~~4. Business Management and Administration.~~
~~5. Education and Training.~~
~~6. Finance.~~
~~7. Government and Public Administration. (no current programs of study)~~
~~8. Health Science.~~
~~9. Hospitality and Tourism.~~
~~10. Human Services.~~
~~11. Information Technology.~~
~~12. Law, Public Safety, Corrections, and Security.~~
~~13. Manufacturing.~~
~~14. Marketing.~~
~~15. Science, Technology, Engineering, and Mathematics.~~
~~16. Transportation, Distribution, and Logistics.~~

b. Describe the process and criteria to be used for approving locally developed programs of study or career pathways (see Text Box 3 for the statutory definition of career pathways under section 3(8) of Perkins V), including how such programs address State workforce development and education needs and the criteria to assess the extent to which the local application under section 1328 will—

i. promote continuous improvement in academic achievement and technical skill attainment;

ii. expand access to career and technical education for special populations; and

iii. support the inclusion of employability skills in programs of study and career pathways. (Section 122(d)(4) (B) of Perkins V)

i. The Division collects data related to local education agencies (LEA) through the Idaho System for Educational Excellence (ISEE) operated and maintained by the ~~State Department of Education (SDE)~~Office of the State Board of Education (OSBE). ISEE is a robust data system allowing for the collection of disaggregated data down to the student and course level at each public school within the state. Each CTE course is assigned a unique code by ~~SDE~~ OSBE associated with federally accepted School Codes for Exchange of Data (SCED)~~CIP~~ codes. Postsecondary CIP codes are then aligned to the SCED codes. School administrators~~s~~ are responsible for accurate entry of data into ISEE.

The Division collects postsecondary disaggregated data directly from the institutions. Each CTE program is assigned a unique program ID associated with federally accepted CIP codes.

Institutions are required to certify that information provided to the Division is accurate and complete. The Division validates all postsecondary data tied to approved programs.

Pursuant to Section 33-2202, Idaho Code, the Division, through the Administrator for Career Technical Education, is responsible for administering all public CTE programs in Idaho. As such, the Division is authorized to set the process and procedures for establishing approved CTE programs of study. ~~In Idaho, t~~The secondary portion of a program of study is called a pathway and consists of a sequence of courses culminating in a capstone course~~. Capstone courses are limited to juniors/seniors and require Technical Skills Assessments that test a student's understanding of program standards. The Division t~~ Through consultation with industry leaders, postsecondary institutions, and LEAs, the Division establishes program standards to align with industry standards~~, . and it~~It is through the standards setting process that the Division develops programs of study for the State of Idaho.

~~The Office of the State Board for Career Technicalof Education (OSBE) is established by Section 33-102A, Idaho Code, as an executive agency of the State Board for Career Technical Education. OSBE policy section III.G: Postsecondary Program Approval and Discontinuance, provides the Division with the method for approving locally developed programs of study or career pathways under section 132.~~

ii. All eligible recipients must verify that special populations have access to all program areas offered in their school through the application process. The Division works with organizations that focus on support for special populations, such as~~, in collaboration with~~ the National Alliance for Partnerships in Equity (NAPE), to help ~~intends to develop an equity training program during the State Plan period that will facilitate identifying~~identify and ~~eliminating~~ eliminate barriers for special populations to participate in CTE programs.~~ Once developed, the Division will require all recipients to receive annual equity training to remain eligible for Perkins funds.~~

iii. Successful career ~~and~~ technical education programs maintain close ties with business and industry, and must be integrally linked to their communities and the state. Career ~~and~~ technical education programs in Idaho are required to incorporate active input from an appropriately qualified business~~/~~ and industry ~~technical advisory committee (~~TAC~~)~~.

An effective TAC reveals local career opportunities, prepares students to enter the workforce, and~~/or~~ helps upgrade the skills of workers already employed. The TAC advises the program to ensure it stays up to date in terms of content and training. TAC members also assist in, and advocate for, student, faculty, and program needs. ~~Ultimately,~~ TACs strengthen the working relationships between the career ~~and~~ technical education programs and the communities they serve.

TACs at the secondary level are established by a program representative, which is ~~usually~~ typically the local CTE administrator, teacher, or departmental chairperson. TACs must meet Division guidelines.

~~A TAC can be established:~~

- ~~for a single program of study~~
- ~~as a school-wide committee that includes representatives from multiple industries (aligned to the programs of study the school offers)~~
- ~~as a joint committee with other schools in the district and/or with nearby districts~~
- ~~This is especially helpful in ensuring alignment of curriculum and seamless transition for students from high school to the technical colleges)~~

1. Determine the structure of the committee:
   a. Interview the representatives from programs with well-established committees.
   b. Study the duties, function, and framework of existing committees.
   c. Observe committee meetings.
   d. Consider creating an ad hoc committee to plan and develop the new TAC.
2. Prepare a general structure and plan for the committee.
3. Obtain appropriate approvals.
   a. Explain the intended function of the TAC to administration.
   b. Share examples of other committees, particularly for similar areas of study or those with similar workforce needs.
   c. List potential benefits to the administration, school, and teachers. Individualized Occupational Training (IOT) programs are not required to have separate TACs if the program representative can gain industry input by attending the TAC meetings of other programs in the school.
4. General Committee Framework. A TAC is a group that is:
   a. recognized for its expertise in a specific occupational area,
   b. made up of business, industry, and labor representatives of the occupation(s) for which training is provided, and
   c. organized to advise school personnel on matters concerning the career and technical education program.

The size of the committee may vary by the size of the community, scope of the career and technical education program, diversity of business and industries in the community, and purpose of the committee. Size may also vary over time to align with specific committee activities. Committees should be large enough to reflect the diversity of the community, yet small enough to be managed effectively. Committees with more than 15 members can become unmanageable. Five to nine members are adequate size for most committees.

At the postsecondary level, committee members should be appointed using the guidelines outlined below and a standard selection process. Division representatives, instructors or faculty of the programs, and other staff may serve only in an ex- officio capacity.

1. Develop a list of prospective members that include several key characteristics.
   a. Representatives of:
      i. business/industry (program specific or broad industry representation for schoolwide committees);
      ii. local community (including Idaho Department of Labor representatives, if located in the community);
      iii. general geographic area to be served; and programs at other schools, if applicable.
   b. People who:
      i. have recent experience related to the program area.
      ii. are available to attend TAC meetings.
      iii. have an interest in education and the program.
2. Once the list is compiled, interview prospective members. The interviews should:
   a. explain the nature of the committee.
   b. explain the prospective member's role on the committee.
   c. describe the terms and length of service.
   d. gauge the prospective member's level of interest in serving and determine to what extent his or her participation would benefit the program.

~~3. Send an invitation letter to prospective new member, which is signed by appropriate program or school leadership, including the date, time, and location of the next committee meeting.~~
~~4. Once the administrator approves the appointment and the member has accepted it, send a formal letter of appointment.~~

c. Describe how the eligible agency will—

i. make information on approved programs of study and career pathways (including career exploration, work-based learning opportunities, early college high schools, and dual or concurrent enrollment program opportunities) and guidance and advisement resources, available to students (and parents, as appropriate), representatives of secondary and postsecondary education, and special populations, and to the extent practicable, provide that information and those resources in a language students, parents, and educators can understand;

ii. facilitate collaboration among eligible recipients in the development and coordination of career and technical education programs and programs of study and career pathways that include multiple entry and exit points;

iii. use State, regional, or local labor market data to determine alignment of eligible recipients' programs of study to the needs of the State, regional, or local economy, including in-demand industry sectors and occupations identified by the State board, and to align career and technical education with such needs, as appropriate;

iv. ensure equal access to approved career and technical education programs of study and activities assisted under this Act for special populations;

v. coordinate with the State board to support the local development of career pathways and articulate processes by which career pathways will be developed by local workforce development boards, as appropriate;

vi. support effective and meaningful collaboration between secondary schools, postsecondary institutions, and employers to provide students with experience in, and understanding of, all aspects of an industry, which may include work-based learning such as internships, mentorships, simulated work environments, and other hands-on or inquiry-based learning activities; and

vii. improve outcomes and reduce performance gaps for CTE concentrators, including those who are members of special populations. (Section 122(d)(4)(C) of Perkins V)

i. ~~Secondary programs of study are listed as electives in each school district's student handbook disseminated to students during registration.~~Approved program areas are listed on the Division website.

Information is also disseminated at career fairs, student assemblies, and through the Next Steps Idaho website. ~~at https://nextsteps.idaho.gov/.~~ Next Steps is Idaho's comprehensive clearinghouse of information and resources pertaining to college and career. The website features a grade-by-grade timeline to help students prepare for life after high school. Resources provided on the website are designed to assist students in exploring careers, obtaining postsecondary credits through advanced opportunities, and inform students of the availability of funding sources for their career development.

Postsecondary institutions provide a course catalog available in hard copy and online. Institutions employ transition coordinators to provide guidance to secondary students seeking to obtain certifications or degrees in their chosen profession. Each coordinator is responsible for disseminating information about available programs to LEAs within the region associated with their postsecondary institution.

Information regarding secondary approved programs of study and associated standards may be found on the Division website. ~~at https://cte.idaho.gov/students/transition-to-college-career/. Links to Idaho Advanced Opportunities (described in 2.d) are provided on the website at https://cte.idaho.gov/students/hight-school-programs/advanced-opportunities/. .~~

ii. The state of Idaho supports collaboration through the implementation of horizontal and vertical program alignment, by promoting content alignment to postsecondary career ~~and~~ technical programs. Secondary programs of study are the primary focus of alignment with postsecondary CTE programs.

~~Individual articulation agreements for TCC should be entered into in limited cases where specific classes do not fall under statewide articulation, and:~~

- ~~secondary educators hold the appropriate credentials and certification in the program area where postsecondary credit is to be awarded;~~
- ~~secondary and postsecondary faculty reach agreement on the competencies;~~
- ~~secondary and postsecondary faculty reach agreement on the required level of proficiency and approved assessment of student skills; and~~
- ~~individual articulations must not delineate from learning outcomes of programs that have already been horizontally aligned.~~

~~Statewide articulation agreements will be provided by the Division for each program that has gone through horizontal program alignment and institutions have adopted curriculum changes. Statewide articulations will provide information on the grouping of badges and competencies that must be met, as well as Technical Skills Assessments and other postsecondary requirements for TCC.~~

~~Dual Credit is identified and supported as one advanced opportunity (academic or technical) by the Idaho State Board Education in Advanced Opportunities Policy III.Y; project should not focus primarily or solely on Dual Credit, nor should funding be used primarily for this activity.~~

The Division's annual professional development conference, ~~REACH,~~ provides multiple training and collaboration opportunities to foster the development of strong programs. ~~In addition, REACH~~Additionally, it provides the opportunity for ancillary stakeholders to access state level program managers and agency directors that oversee program development and delivery.

Division staff uses the information gathered ~~at REACH~~ to help guide agency collaboration efforts throughout the year with key stakeholder groups. These groups include:

- Centers for New Directions.
- Dual Credit and Transition Coordinators.
- Postsecondary Presidents, Provosts, and Deans.
- Department of Corrections.
- Department of Juvenile Corrections.
- Idaho Bureau of Education Services for the Deaf and Blind.
- Department of Education, Special Education Secondary Transition.

- Division of Vocational Rehabilitation.
- High school ~~guidance~~ counselors and college and career advisors.
- ~~Middle school t~~Teachers, instructors, and administrators.
- Department of Labor.
- Workforce Training Centers.
- Fire service trainers.
- Local Adult Education directors.

Through Idaho's advanced opportunities programs, secondary students can participate in programs and courses designed to provide a postsecondary experience or deliver postsecondary level instruction. Most of these programs, when successfully completed, result in secondary students earning postsecondary credits while in high school or when they matriculate to a public Idaho postsecondary institution. These programs require secondary and postsecondary programs to collaborate to assure success.

iii. The Idaho Department of Labor developed a labor market information tool in collaboration with the Division and the ~~Idaho Workforce Development Council~~WDC. The labor market tool is a sortable database accessible to all recipients that may be used to identify in-demand occupations at the statewide level or refined down to occupations within each region.

iv. The Division works with organizations to focus on support for special populations such as~~, in collaboration with the National Alliance for Partnerships in Equity (~~NAPE~~)~~ to help identify and eliminate barriers~~, intends to develop an equity training program during the State Plan period that will facilitate identifying and eliminating barriers~~ for special populations to participate in CTE programs. ~~Once developed, the Division will require all recipients to receive annual equity training to remain eligible for Perkins funds.~~

v. ~~Following the process outlined in ii, the Division will present proposed new secondary programs of study to the State Board Education for consideration and approval. Once approved, board policy will establish the statewide framework including program standards. OSBE policy section III.G: Postsecondary Program Approval and Discontinuance, provides the Division with the method for approving locally developed programs of study or career pathways under section 132.~~ Section 33-2202, Idaho Code, establishes the Idaho State Board for Career Technical Education and the role of the State Administrator for career technical education in Idaho. The State Board, established in Section 33-101, Idaho Code, serves as the Idaho State Board for Career Technical Education. The State Board of Education has governance and oversight over all publicly funded education in Idaho (elementary, secondary, and postsecondary) and is Idaho's State Education Agency. Section 33-107, Idaho Code, authorizes the Board to approve all non-CTE programs leading to a degree and section 33-2202, Idaho Code authorizes the State Board for Career Technical Education authority to approve CTE programs and set policy for all CTE programs. Through Board Policy III.G. the Board has established the process for the approval and discontinuation of all postsecondary programs. Through this process, the Division reviews and approves programs of study and career pathways aligned with the approved CTE program standards or forwards the requests to the full Board for approval with recommendation.

vi. As part of ~~our~~ the new program application process, all new secondary program applications are required to demonstrate the existence of a relevant and participatory ~~technical advisory committee~~TAC. These committees are designed ~~and intended~~ to help ensure program delivery aligns with industry needs and to help provide real world experiences to CTE students as part of

their program experience. When possible, secondary programs are encouraged to partner with their postsecondary counterparts to create regional, program specific advisory committees.

The Division requires work-based learning standards in all Idaho programs of study and also requires a Workplace Readiness Assessment ~~for all seniors who have completed any two CTE courses.~~.

In addition to the work-based learning courses available in each CTE program of study, t~~T~~he ~~Workforce Development Council~~WDC ~~recently launched~~ has ~~a new~~ an initiative tied to work-based learning and established a statewide definition in collaboration with a variety of stakeholders.

~~As defined in IDAPA~~

~~A competency-based educational experience that occurs at the worksite but is tied to the classroom by curriculum through the integration of school-based instruction with worksite experiences. Structured work experience involves written training agreements between school and the worksite, and individual learning plans that link the student's worksite learning with classroom course work. Student progress is supervised and evaluated collaboratively by school and worksite personnel. Structured work experience may be paid or unpaid; may occur in a public, private, or non-profit organization; and may or may not result in academic credit and/or outcome verification. It involves no obligation on the part of the worksite employer to offer regular employment to the student subsequent to the experience.~~

The Division provides disaggregated performance data annually for recipient analysis by program of study. Performance gaps will necessitate a performance improvement plan with a description of strategies that will be employed (professional development, micro-messaging, etc.) to address issues. The Division will review, assess, and approve all performance improvement plans.

The Division works with organizations to focus on support for special populations such as NAPE to help identify and eliminate barriers for special populations to participate in CTE programs. ~~The Division, in collaboration with the National Alliance for Partnerships in Equity (NAPE), intends to develop an equity training program during the State Plan period that will facilitate identifying and eliminating barriers for special populations to participate in CTE programs. Once developed, the Division will require all recipients to receive annual equity training to remain eligible for Perkins funds.~~

d. Describe how the eligible agency, if it opts to do so, will include the opportunity for secondary school students to participate in dual or concurrent enrollment programs, early college high school, or competency-based education. (Section 122(d)(4)(D) of Perkins V)

Secondary and postsecondary career ~~and~~ technical education programs provide opportunities for students to earn college credit as outlined in ~~the~~ State Board ~~of Education's~~ Advanced Opportunities policies and procedures ~~(section III.Y https://boardofed.idaho.gov/board-policies-rules/board-policies/higher-education-affairs-section-iii/iii-y-advanced-opportunities/)~~. The State Board recognizes four ~~different~~ advanced opportunities programs.~~: Technical Competency Credit (TCC), Advanced Placement®, dual credit, and the College Level Examination Program.~~ Additionally, Section 33-4602, Idaho Code, establishes the state funded advanced opportunities program. This program provides each Idaho public school student with access to funds to reimburse public schools for the cost of eligible advanced opportunities costs. These include dual credit courses per credit fees, Advanced Placement exams, CLEP exams, CTE exams that lead to an industry-recognized certificate, license, or degree and CTE workforce training courses. The Stat

Board has set the dual credit course fee at $75/per credit for courses taken though the high school. Dual credit courses include CTE courses.

In addition, articulation agreements as well as badges awarded in Idaho's microcredentialing platform, administered by the Division, link secondary career ~~and~~ technical education programs and postsecondary programs that may lead to: Microcredentials; ~~Technical Certificate of Completion;~~ Basic Technical Certificate; Intermediate Technical Certificate; Advanced Technical Certificate; or an Associate ~~or Advanced Associate~~ of Applied Science Degree (A.A.S.). Completion of an A.A.S. degree may lead~~s~~ to a Bachelor of Applied Technology Degree (B.A.T.) or Bachelor of Applied Science Degree (B.A.S.).

The Division is currently aligning all secondary CTE programs of study to postsecondary CTE programs using a ~~micro-certification~~microcredentialing system called SkillStack®. SkillStack® is a digital badging and ~~/~~micro-~~certification~~credentialing platform that allows Idaho's educators to validate the skills their students demonstrate proficiency ~~in,~~ leading to industry-relevant badges~~/TCCs.~~ and microcredentials. Microcredentials may be stacked. Public postsecondary institutions may then award credits and or credentials through the Board's established credit for prior learning process.

Program standards are developed for each badge through a collaborative process that engages industry, postsecondary faculty, secondary faculty, and other critical stakeholders. As students provide evidence of the competencies for each skill, educators evaluate the competencies based on common assessments ~~(including the Technical Skills Assessment and Postsecondary Assessment).~~ Once all skills are validated for a particular badge, the information is entered in the SkillStack® platform and badges are issued.

~~Matriculating~~ Through Idaho Advanced Opportunities program and credit for prior learning policies secondary students can receive postsecondary credit for work accomplished during their high school tenure.

Originally, Idaho's high school, college, university, and workforce training educators ~~are~~ were the only individuals allowed to validate skills in SkillStack®. These individuals gain authorization to validate skills upon verification and training from the Division. Since the original Perkins V State Plan, we now have other educational and non-CTE entities using the system.

Employers can search the database for individuals that have been awarded badges aligned to the jobs they are trying to fill. The SkillStack® platform will invite those individuals to learn more about the open position by visiting the company's website or location where the job is posted.

e. Describe how the eligible agency will involve parents, academic and career and technical education teachers, administrators, faculty, career guidance and academic counselors, local business (including small businesses), labor organizations, and representatives of Indian Tribes and Tribal organizations, as appropriate, in the planning, development, implementation, and evaluation of its career and technical education programs. (Section 122(d)(12) of Perkins V)

In Idaho, the secondary portion of a program of study is called a pathway and consists of a sequence of courses culminating in a capstone course. Capstone courses are primarily limited to juniors and~~/~~ seniors and require Technical Skills Assessments (TSAs) that test a student's understanding of program standards. The Division, through consultation with industry leaders, postsecondary institutions, and LEAs establishes program standards to align with industry

standards, and it is through the standards setting process that the Division develops programs of study for the State of Idaho.

~~The Office of the State Board of Education (OSBE) is established by Section 33-102A, Idaho Code, as an executive agency of the State Board of Education. OSBE policy section III.G: Postsecondary Program Approval and Discontinuance, provides the Division with the method for approving locally developed programs of study or career pathways under section 132.~~

All eligible recipients must verify that special populations have access to all program areas offered in their school through the application process. The Division~~, in collaboration with the National Alliance for Partnerships in Equity (NAPE), intends to develop an equity training program during the State Plan period that will facilitate identifying and eliminating barriers for special populations to participate in CTE programs. Once developed, the Division will require all recipients to receive annual equity training to remain eligible for Perkins funds.~~ will work with others to promote and develop resources and training for identifying and eliminating barriers for special populations.

Successful career ~~and~~ technical education programs maintain close ties with business and industry ~~and~~ must be integrally linked to their communities and state. Career ~~and~~ technical education programs in Idaho are required to incorporate active input for an appropriately qualified business~~/~~ and industry ~~technical advisory committee (~~TAC~~)~~.

An effective TAC reveals local career opportunities, prepares students to enter the workforce, and~~/or~~ helps upgrade the skills of workers already employed. The TAC advises the program to ensure it stays up to date in terms of content and training. TAC members also assist in, and advocate for, student, faculty, and program needs. ~~Ultimately,~~ TACs strengthen the working relationships between the career ~~and~~ technical education programs and the communities they serve.

TACs at the secondary level are established by a program representative, which is ~~usually~~ typically the local CTE administrator, teacher, or departmental chairperson. TACs must meet Division guidelines.

~~A TAC can be established:~~

- ~~for a single program of study.~~
- ~~as a school wide committee that includes representatives from multiple industries (aligned to the programs of study the school offers).~~
- ~~as a joint committee with other schools in the district and/or with nearby districts.This is especially helpful in ensuring alignment of curriculum and seamless transition for students from high school to the technical colleges).~~

~~For new career and technical education programs, or for those programs in need of a more formal committee structure, the program representative should take these steps to help ensure the success of the committee.~~

1. ~~Determine the structure of the committee:~~
   a. ~~Interview the representatives from programs with well established committees.~~
   b. ~~Study the duties, function, and framework of existing committees.~~
   c. ~~Observe committee meetings.~~
   d. ~~Consider creating an ad hoc committee to plan and develop the new TAC.~~
2. ~~Prepare a general structure and plan for the committee.~~

3. Obtain appropriate approvals.
   a. Explain the intended function of the TAC to administration.
   b. Share examples of other committees, particularly for similar areas of study or those with similar workforce needs.
   c. List potential benefits to the administration, school, and teachers. Individualized Occupational Training (IOT) programs are not required to have separate TACs if the program representative can gain industry input by attending the TAC meetings of other programs in the school.
4. General Committee Framework. A TAC is a group that is:
   a. recognized for its expertise in a specific occupational area,
   b. made up of business, industry, and labor representatives of the occupation(s) for which training is provided, and
   c. organized to advise school personnel on matters concerning the career and technical education program.

The size of the committee may vary by the size of the community, scope of the career and technical education program, diversity of business and industries in the community, and purpose of the committee. Size may also vary over time to align with specific committee activities. Committees should be large enough to reflect the diversity of the community, yet small enough to be managed effectively. Committees with more than 15 members can become unmanageable. Five to nine members are generally an adequate size for most committees.

At the postsecondary level, committee members should be appointed using the guidelines outlined below and a standard selection process. Division representatives, instructors or faculty of the programs, and other staff may serve only in an ex officio capacity.

5. Develop a list of prospective members that include several key characteristics.
   a. Representatives of:
      i. business/industry (program specific or broad industry representation for schoolwide committees);
      ii. local community (including Idaho Department of Labor representatives, if located in the community);
      iii. general geographic area to be served; and
      iv. programs at other schools, if applicable.
   b. People who:
      i. have recent experience related to the program area.
      ii. are available to attend TAC meetings.
      iii. have an interest in education and the program.
6. Once the list is compiled, interview prospective members. The interviews should:
   a. explain the nature of the committee.
   b. explain the prospective member's role on the committee.
   c. describe the terms and length of service.
   d. gauge the prospective member's level of interest in serving and determine to what extent his or her participation would benefit the program.
7. Send an invitation letter to prospective new member, which is signed by appropriate program or school leadership, including the date, time, and location of the next committee.
8. Once the administration approves the appointment and the member has accepted it, send a formal letter of appointment.

f. Include a copy of the local application template that the eligible agency will require eligible recipients to submit pursuant to section 134(b) of Perkins V. See Text Box 4 for the statutory requirements for local applications under section 134(b) of Perkins V.

~~Eligible recipients will be provided with baseline SDPLs for the for year period of the State Plan through the Division website at . Annual disaggregated data collected and correlated by the Division for each secondary recipient will be provided through secure file protocol maintain by the Division.~~

~~Postsecondary data is self reported and collected from recipients on an annual basis. Historical data for postsecondary recipients is available upon request.~~

Copies of the secondary and postsecondary applications ~~have been uploaded.~~ are available on the Division's Educator Portal.

g. Include a copy of the comprehensive local needs assessment template and/or guidelines that the eligible agency will require of eligible recipients to meet the requirements of section 134(c) of Perkins V. See Text Box 5 for the requirements for the comprehensive local needs assessment under section 134(c) of Perkins V.

Copies of the comprehensive local needs assessment template and guidelines are available on the Division's Educator Portal.

h. Provide the eligible agency's definition for "size, scope, and quality" that will be used to make funds available to eligible recipients pursuant to section 135(b) of Perkins V.

SIZE
As defined by the Division, at the secondary level, means the recipient must offer a minimum of one ~~(1)~~ Division approved program of study aligned to one state ~~and (1)~~ authorized CTSO. LEAs can also be in the application process as determined by the Division to be eligible for funding. ~~Both must align to the comprehensive local needs assessment. A Career and Technical School (CTS) must have a minimum of three (3) Division approved programs of study and one (1) authorized CTSO. Both must align to the comprehensive local needs assessment.~~ Individual courses that constitute a program of study should take into consideration the available space, equipment, ~~/~~technology, safety, and teacher to student ratio for a quality student experience.

At the postsecondary level, means a program approved by the Idaho State Board for Career Technical Education in compliance with Board policy III.G.~~:~~ Postsecondary Program Approval and Discontinuance, that meets the enrollment requirements established by the ~~community college~~postsecondary institution and offers a recognized postsecondary credential.

SCOPE
~~The term "scope" as defined by the Division~~ At the secondary level means ~~that~~ a ~~secondary~~ program must provide opportunity for postsecondary advancement as evidenced by: at least ~~one (1) articulation agreement in place or~~ opportunity~~ies~~ to earn college credits under Idaho's Advanced Opportunities program; alignment with business and industry needs as identified in the CLNA; rigorous academic and technical skills aligned with challenging academic and CTE standards (including employability skills); a capstone course within a program of study; a recognized industry or postsecondary credential; participation in work based learning experiences; and identifying one (1) of the three (3) definitions of a high skill, high wage, or in demand occupation in their CLNA.

At the ~~P~~postsecondary level means programs ~~must~~ that provide opportunities to earn a degree or certificate, including, but not limited to, ~~(~~Basic Technical Certificate (B.T.C.), Intermediate Technical Certificate (I.T.C.), Advanced Technical Certificate (A.T.C.), or Associate ~~or Advanced Associate~~ of Applied Science degree (A.A.S.)~~)~~ that: aligns with business and industry needs as identified in the CLNA; includes rigorous academic and technical skills aligned with challenging academic and CTE standards;

provides work based learning experiences; and leads to a high skill, high wage, or in demand occupation.

QUALITY
~~As defined by the Division, quality means a~~At the secondary level means an educational program that effectively uses data to inform and improve student success, including closing student equity gaps in access and completion and improving attainment of rigorous academic and technical skills. Secondary CTE concentrators, as defined by the state, demonstrate acceptable levels of proficiency as measured by ~~Technical Skills Assessments~~TSAs. ~~At least one Technical Skills Assessment must be offered once every two years to remain eligible to receive Perkins funds~~. Authorized CTSOs must align with CTE course curriculum, but are not limited to programs of study offered.

Postsecondary CTE concentrators, as defined by the ~~state~~Division, demonstrate proficiency through earning a degree or certificate (Basic Technical Certificate (B.T.C.), Intermediate Technical Certificate (I.T.C.), Advanced Technical Certificate (A.T.C.), or Associate of Applied Science degree (A.A.S.) ~~– an Advanced option may be awarded for additional credits of at least 15 credit hours that are beyond the A.A.S. degree).~~.

All secondary and postsecondary recipients must complete or update their ~~a Comprehensive Local Needs Assessment (~~ CLNA~~)~~ at least every two ~~(2)~~ years, have a ~~technical advisory committee~~TAC for each program of study that meets at least once a year, annually submit program data and analysis showing progress toward performance targets, employ faculty that meet the minimum certification requirements as established by the Division, and must connect to an authorized CTSO that is aligned to course curriculum and led by qualified personnel.~~a teacher that meets the minimum certification requirements as established by the Division, and must provide professional development opportunities.~~

3. Meeting the Needs of Special Populations

a. Describe the eligible agency's program strategies for special populations, including a description of how individuals who are members of special populations—

i. will be provided with equal access to activities assisted under this Act;

ii. will not be discriminated against on the basis of status as a member of a special population;

iii. will be provided with programs designed to enable individuals who are members of special populations to meet or exceed State determined levels of performance described in section 113,

iv. will be provided with appropriate accommodations; and

v. will be provided instruction and work-based learning opportunities in integrated settings that support competitive, integrated employment. (Section 122(d)(9) of Perkins V)

i. All eligible recipients must verify that special populations have access to all program areas offered in their school through the application process. The Division works with organizations that focus on support for special populations such as~~, in collaboration with the National Alliance for Partnerships in Equity (~~NAPE~~)~~, to help~~intends to develop an equity training program during the State Plan period that will facilitate~~ identify~~ing~~ and ~~eliminating~~ eliminate barriers for special

populations to participate in CTE programs. ~~Once developed, the Division will require all recipients to receive annual equity training to remain eligible for Perkins funds.~~

ii. Members of special populations enroll in ~~career and technical education~~CTE programs in accordance with their individual interests and not on the basis of their status as members of special populations. The local application requires eligible recipients to describe specific strategies that will be used to prevent discrimination against individuals based on their status as member of special populations.

The Division will provide technical assistance to eligible recipients to enable them to identify and overcome barriers to equitable participation for each student, including barriers based on special population, ~~and~~ or on gender, race, color, national origin, disability, and age as required by various civil rights laws. Assistance will also be provided to prevent enrolling special population students into specific career ~~and~~ technical education programs based on status rather than interests.

iii. The Division will consult with other Idaho agencies related to special populations to gain a deeper understanding of student needs. Agencies will be invited to provide technical assistance in the Division's efforts to develop and implement ~~equity~~ training ~~as a requirement for Perkins funding~~. The Division will provide technical assistance to those agencies.

iv. ~~The Idaho Core Teacher Standards and Foundation Standards for Career and Technical Education require an understanding of how students learn and develop, differ in their approaches to learning, how to create instructional opportunities to meet student needs and how instruction accommodations can be used to increase student learning.~~Secondary and postsecondary programs are required to provide reasonable accommodations in accordance with Individuals with Disabilities Education Act (IDEA)

v. The Division has connected with the Division of Vocational Rehabilitation and other statewide agencies. ~~with regional Transition Coordinators in five of Idaho's six education regions through a series of outreach efforts.~~ The Division works with these agencies to promote~~will develop a semi-annual process of promoting~~ interagency collaboration between local Perkins recipients and agencies who serve special populations.

4. Preparing Teachers and Faculty

a. Describe how the eligible agency will support the recruitment and preparation of teachers, including special education teachers, faculty, school principals, administrators, specialized instructional support personnel, and paraprofessionals to provide career and technical education instruction, leadership, and support, including professional development that provides the knowledge and skills needed to work with and improve instruction for special populations. (Section 122(d)(6) of Perkins V)

~~Idaho will strive~~The Division provide~~s~~ ~~rich~~ professional development opportunities for teachers, faculty, school leaders, and other CTE professionals to build their capacity to use competency-based models. ~~Districts~~ LEA's and postsecondary institutions are encouraged to use Perkins funds to support professional development as defined in the ~~act~~ Act (page 5).

~~Idaho will~~ The Division work~~s~~ to ensure that school counselors and college and career advisors are equipped to help students understand the value of acquiring workplace readiness and leadership skills including: creative literacy, critical thinking, collaboration, technology, and communication skills. They will also help students take advantage of learning in applied settings, such as work-based learning,

including school-based simulated work sites, mentoring, work site visits, job shadowing, project-based learning, and skills-based and paid internships. OSBE collaborates with the Division to provide resources and tools for teachers, school counselors and college and career advisors and other educators to help all students improve instruction and support college and career readiness through the Next Steps Idaho website in alignment with the state college and career readiness competencies.

~~Leadership Institute:~~ The Division provides professional development through Leadership Institution. Leadership Institute is a professional development program delivered through the Division that prepares the next generation of district and state career ~~and~~ technical education leaders. It is designed to produce forward-thinking and change-oriented leaders through a three-year professional development ~~27 month~~ program ~~of study~~. The program ~~of study~~ consists of ~~four~~ three basic components: (1) ~~State and national seminars on Idaho career and technical education policies, national CTE policies, processes and leadership; (2) The development of an Administrative Professional Development Plan; (3) Attainment of and Idaho Division of Career Technical Education Administrator's Certificate; and (4) credit toward Advanced degrees as appropriate and desired.~~ CTE governance; (2) policy and advocacy; and (3) personal leadership development.

~~Pre-Service Workshop: The Summer Academy (pre-service workshop) is a five-day workshop for career technical educators entering the teaching field directly from industry; these teachers hold an Idaho three-year nonrenewable teaching certificate. The content of the workshop focuses on the twelve (12) Core and CTE Foundational Standards for Initial Certification of Professional School Personnel, required of all certified teachers in Idaho. Training includes a focus on teaching strategies, classroom management, integration of academic standards, assessment, and working in public secondary schools and postsecondary institutions. Guidance is provided to help new CTE teaching candidates understand the additional requirements toward achieving a five-year renewable certificate by way of coursework at one of two Idaho universities, or by way of participating in a newly established two-year teacher cohort that meets monthly and offers ongoing mentorship at the candidate's secondary or postsecondary institution.~~

~~InSpIRE to Educate | Educate to InSpIRE Cohort. InSpIRE stands for Industry Specialists Integrating Real-world Experience, and is recognition of the strong content knowledge that industry specialists bring with them into the classroom when they choose to switch careers and teach at the secondary or postsecondary level. This cohort, referred to as InSpIRE, is designed to train these new industry-based teachers in the educational pedagogy to help them be successful in the classroom sooner. After actively participating in the week-long pre-service workshop, new certified teaching candidates who opt for the Cohort to achieve remaining certification requirements toward a renewable five-year certificate meet for day-long, monthly trainings every month September-April. Project work is completed between trainings. Mentorship is two-fold: 1) an observational mentor visits the new candidate's classroom four (4) times during the first year of teaching. A formal observation is conducted each time, and the candidate and observational mentor meet to dissect the observation and coach for improved teaching and student learning; 2) the on-site mentor, usually another CTE instructor, is available regularly for questions, conversation centered around teaching or school processes, etc. The candidate returns for Summer Academy Two, another week-long training in August of all InSpIRE Cohort candidates, and completes a second year of monthly trainings, project-based work, and assessment before being eligible for a five-year renewable teaching certificate.~~

~~New Teacher Induction Workshop: A one-and-a-half-day workshop for new career and technical educators coming from industry or teacher education programs, and in their first year of teaching. The content of the workshop focuses on unique aspects of teaching and reporting in career and technical education.~~

The Division offers new teacher training in several layers to completely support new teachers who enter the classroom directly from industry. These individuals are issued a three-year nonrenewal limited occupational specialist (LOS) teaching certificate for their first three years in the clossroom while earning their standard teaching certificate. Components of the new teacher training program are: (1) Pre-service Academy, which is an online training to instruct new teachers in Idaho's teacher standards, (2) First Camp and First Camp OA (occupational analysis), (3) prescribed teacher training offer through three different formats/platforms, which the new teachers can choose, and (4) a mentoring and ~~/~~coaching program. The teacher training program consists of:

1. Pre-service Academy: This self-paced program is offered completely online. It instructs new teachers in the foundational standards for Idaho teachers.
2. First Camp and First Camp OA: First Camp is a four-day intensive training intended to cover many of the "firsts" of a new teacher's experience. It embarks on the topics they will learn in more depth through their teacher training such as pedagogy, classroom management, instructional planning, and so forth. First Camp OA is a training offered during their second year intended to cover occupational analysis to help new teachers take the content they know from their industry background and turn it into curriculum.
3. Teacher training: New teachers complete a training program of their choice to learn about the learner, pedagogy, classroom management, planning for instruction, and other necessary components of teaching. One option is to complete 12 credits of prescribed university coursework. Another option is to participate in the InSpIRE Ready! program, which is underwritten by the Division. InSpIRE Ready! stands for Industry Specialist Integrating Real-world Experience. Secondary teachers complete the Non-traditional Teacher Preparation Program offered through the College of Southern Idaho. Postsecondary teachers complete a prescribed list of courses offered through CTE Learn, which is the education arm of the Association for Career Technical Education (ACTE).
4. Mentor program: During the first three years while teachers are awarded a three-year LOS certificated. The Division provides a mentor/coach who observes their teaching at least once per semester, provides feedback and coaching, and helps them through their certification process. Mentors are not evaluative, only supportive.

~~Professional Development Conference: REACH! IDCTE also holds an annual Career and Technical Education Summer Conference that provides workshops in broad, overlapping areas such as career and technical education and academic integration, linking secondary and postsecondary education, workforce development, quality program/school improvement and current industry-based skill standards. Recent conferences have offered content related to non-traditional student recruitment, micromessaging, and college and career advising.~~ The Division hosts an annual summer conference that provides workshops in broad, overlapping areas such as CTE and academic integration, linking secondary and postsecondary education, workforce development, career advising, quality program improvement, program promotion and management, and current industry-based skill standards.

The Division works with organizations that focus on support for special populations such as~~, in collaboration with the National Alliance for Partnerships in Equity (~~ NAPE~~)~~ to help~~, intends to develop an equity training program during the State Plan period that will facilitate~~ identify~~ing~~ and eliminate~~ing~~ barriers for special populations to participate in CTE programs. ~~Once developed, the Division will require all recipients to receive annual equity training to remain eligible for Perkins funds. State agencies assisting special populations will be invited to help develop and participate in the equity training program. Collaboration with other agencies will include Division support in their training efforts.~~

Narrative Descriptions – Fiscal Responsibility

1. Describe the criteria and process for how the eligible agency will approve eligible recipients for funds under this Act, including how—

a. each eligible recipient will promote academic achievement;

b. each eligible recipient will promote skill attainment, including skill attainment that leads to a recognized postsecondary credential; and

c. each eligible recipient will ensure the local needs assessment under section 134 takes into consideration local economic and education needs, including, where appropriate, in-demand industry sectors and occupations. (Section 122(d)(5) of Perkins V)

Local aApplications and ~~Comprehensive Local Needs Assessments~~CLNAs are two separate documents used to inform projects funded through the Act. Project descriptions and budgets must be submitted on an annual basis and must include information on how needs identified in the CLNA determined which projects to fund. All applications go through a two ~~(2)~~ step process of approval. Recipients must be approved through a local application.

Applications and CLNAs will be reviewed by Program Quality Managers, the Program Director of Perkins and Methods of Administration, and other Division personnel as applicable. Reviews assess: ~~and the Federal Oversight and Compliance Coordinator to determine:~~

- ~~the~~ The recipient's qualifying program of study.
- ~~the~~ The accuracy of the list of programs of study in the application.
- ~~presence~~Presence, accuracy, and reasonableness of the information as required by section 134 of the Act.

Project descriptions and budgets will be reviewed by Program Quality Managers, the Program Director of Perkins and Methods of Administration, and other Division personnel as applicable ~~the Federal Oversight and Compliance Coordinator, and administrative personnel~~ to determine:

- ~~connectivity~~ Connectivity to the application and CLNA.
- ~~completeness~~ Completeness of project.
- ~~allowability~~ Allowability and accuracy of proposed project budgets.

Eligible recipients must offer CTE programs that include rigorous, sequential CTE content aligned with ~~challenging academic standards as established by the SDE~~ state content standards as applicable to the program area.

Programs of study must meet the Division standards ~~developed by the Division~~ and will be evaluated on a regular basis by Program Quality Managers assigned to one of the ~~six~~ seven (7)~~(6)~~ discipline areas. All secondary concentrators must demonstrate industry-determined levels of proficiency as measured by ~~Technical Skills Assessments~~TSAs.

Postsecondary concentrators demonstrate proficiency through any of the following: earning a microcredential; ~~Technical Certificate of Completion;~~ Basic Technical Certificate; Intermediate Technical Certificate; Advanced Technical Certificate; or an Associate ~~or Advanced Associate~~ of Applied

Science Degree (A.A.S.) ~~as aligned with industry standards.~~ Completion of an A.A.S. degree may lead~~s~~ to a Bachelor of Applied Technology Degree (B.A.T.) or Bachelor of Applied Science Degree (B.A.S.).

2. Describe how funds received by the eligible agency through the allotment made under section 111 of the Act will be distributed—

a. among career and technical education at the secondary level, or career and technical education at the postsecondary and adult level, or both, including how such distribution will most effectively provide students with the skills needed to succeed in the workplace; and

b. among any consortia that may be formed among secondary schools and eligible institutions, and how funds will be distributed among the members of the consortia, including the rationale for such distribution and how it will most effectively provide students with the skills needed to succeed in the workplace. (Section 122(d)(8) of Perkins V)

Funds made available under Section 111 of the Act will be allocated to both secondary and postsecondary~~/~~ and adult career ~~and~~ technical education programs. Of the funds available under Section 112(a)(1), ~~13~~ 15 percent will be reserved in accordance with Section 112(c). The remaining funds will be allocated 65 percent to secondary education recipients and 35 percent to postsecondary education recipients.

Idaho's allocation of funds to secondary and postsecondary recipients reflects historical data analysis with a basis in career ~~and~~ technical education full-time equivalent (FTE) positions funded by both State and Federal agencies.

Idaho encourages any LEA, including ~~or~~ public charter school~~s~~, not meeting the minimum allocation amount of $15,000 (Sec. 131(c)(1)) to enter into a consortium with other LEAs ~~or public charter schools~~ for the purpose~~s~~ of meeting the minimum allocation amount. LEAs, in accordance with Section 131(f)(1) of the Act, are encouraged to operate programs that are of sufficient size, scope, and quality to be effective or to participate in a Career Technical ~~School~~Center. Funds distributed to individual LEAs within the consortium must be pooled to meet the minimum allocation requirement. Funds shall be used only for purposes and projects mutually beneficial to all consortium members. Such funds may not be reallocated to individual members of the consortium for purposes or projects benefit~~t~~ing only one ~~(1)~~ member of the consortium.

Waivers ~~to~~ of the minimum allocation amount will only be granted in those instances where the LEA has an approved program of study that is of sufficient size, scope, and quality, and can demonstrate they are unable to enter into a consortium agreement. Documentation of the attempt(s) to enter into an agreement will be required. Waivers are based on the LEA's ability to enter into an agreement~~, not their willingness~~.

Postsecondary institutions must meet the $50,000 minimum allocation amount (Sec. 132(c)(1)) to be eligible for Perkins funds.

Allocation amounts are calculated in accordance with section 131(a)-(e). Reserve fund amounts are provided for those districts designated as rural or remote. Values are based on the initial assumption that all ~~districts~~ local education agencies have a program of study and may be used to help determine if a program of study is appropriate. Final funding distributions are made to local education agencies with an approved program or an approved plan to start a program. Allocations will be updated annually to reflect the Idaho allotment amount as determined by the US Secretary

of Education. ~~The table above will be modified once a determination is made of whether a district has or will have a program of study.~~

3. Describe how the eligible agency will adjust the data used to make the allocations to reflect any changes in school district boundaries that may have occurred since the population and/or enrollment data was collected, and include local education agencies without geographical boundaries, such as charter schools and secondary schools funded by the Bureau of Indian Education. (Section 131(a)(3) of Perkins V)

The Division will update data annually based on the US Census data and state enrollment data to verify eligible local education agencies. This includes local education agencies without geographic borders by using actual enrollment and population data based on a percentage of the local population. ~~adjust the data used to make allocations to reflect changes in school district boundaries and charter LEAs operating approved career and technical education programs by using the criteria established by the Idaho Department of Education for use with the Elementary and Secondary Education Act of 1965.~~

Idaho ~~has two types of~~ charter schools may be authorized through the Idaho Public Charter School Commission or authorized by a school district Board of Trustees. Charter schools approved by the Idaho Public Charter School Commission are separate local education agencies with attendance areas that may overlap multiple school district boundaries. Charter schools authorized by a school district may be identified as separate local education agencies, however, their attendance boundaries fall within the authorizing school district's boundaries. Virtual charter schools are approved by the Idaho Public Charter School Commission and attendance area covers the entire state.

~~: (1) schools within a regular school district, which are approved by the school district board of trustees; and (2) schools approved by the Idaho Charter Schools Commission and therefore designated as separate LEAs.~~

For purposes of Perkins V funds, charter schools ~~approved~~ authorized by the school district board of trustees are considered to be the same as all other schools within the school district. Charter schools operating approved career ~~and~~ technical education programs that are authorized by the Idaho Public Charter School Commission may~~have been designated as LEAs by the Idaho Charter Schools Commission will~~ qualify for separate allocations.

4. If the eligible agency will submit an application for a waiver to the secondary allocation formula described in section 131(a)—

a. include a proposal for such an alternative formula; and

b. Describe the process and criteria to be used for approving locally developed programs of study or career pathways (see Text Box 3 for the statutory definition of career pathways under section 3(8) of Perkins V), including how such programs address State workforce development and education needs and the criteria to assess the extent to which the local application under section 1328 will—

Also indicate if this is a waiver request for which you received approval under the prior Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV).

Idaho is not requesting a waiver at this time.

5. If the eligible agency will submit an application for a waiver to the postsecondary allocation formula described in section 132(a)—

a. include a proposal for such an alternative formula; and

b. describe how the formula does not result in a distribution of funds to the eligible institutions or consortia with the State that have the highest numbers of economically disadvantaged individuals and that an alternative formula will result in such a distribution. (Section 132(b) of Perkins V)

Also indicate if this is a waiver request for which you received approval under the prior Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV).

Idaho is not requesting a waiver at this time.

6. If the eligible agency will award reserve funds to eligible recipients under section 112(c) of Perkins V, describe the process and criteria for awarding those funds.

Secondary eligible recipients

The Division reserves funds in accordance with Section 112(c) of Perkins V to carry out multiple functions. Primarily, funds will be used to bring rural and remote secondary recipients with a program of study of sufficient size, scope, and quality, to a minimum level of funding. Each rural school district will receive a minimum of $7,500 and each remote district will receive a minimum of $15,000 in order to promote the development, implementation, and adoption of programs of study. Rural districts receiving less than the minimum amount are encouraged to enter a consortium agreement with at least one other district to meet the eligibility funding level established by Perkins V of $15,000 (Section 131(c)(1)). Remote districts are not required to enter into a consortium, but may choose to do so.

Waivers to the minimum allocation amount will only be granted in those instances where the LEA has an approved program of study that is of sufficient size, scope, and quality, and can demonstrate they are unable to enter into a consortium agreement. Documentation of the attempt(s) to enter into an agreement will be required. Waivers are based on the LEA's ability to enter into an agreement, not their willingness.

Postsecondary eligible recipients

A portion of ~~R~~reserve funds~~, not to exceed 10% of the secondary/postsecondary distribution,~~ will ~~also~~ be used to facilitate the transition of career ~~and~~ technical education students from secondary to postsecondary programs. Transition projects for reserve funds must be submitted annually.

Remaining funds will be used for additional projects as determined by the Division ~~for the purpose of providing assistance to Idaho's rural and remote districts.~~

~~Eligible Recipients~~
~~Institutions~~ Postsecondary recipients may receive ~~eligible for a postsecondary Reserve Fund grant award must currently offer~~reserve funds for approved ~~Perkins~~ CTE programs as long as they ~~and~~ meet at least one of the following criteria in each subsection below:
(1) in—
(a) rural areas;
(b) areas with high percentages of CTE concentrators or CTE participants

(c) areas with high numbers of CTE concentrators or CTE participants
(d) areas with disparities or gaps in performance as described in section 113(b)(3)(C)(ii)(II); and

2) in order to—
a) foster innovation through the identification and promotion of promising and proven career ~~and~~ technical education programs, practices, and strategies, which may include programs, practices, and strategies that prepare individuals for nontraditional fields; or
b) promote the development, implementation, and adoption of programs of study or career pathways aligned with State-identified high-skill, high-wage, or in-demand occupations or industries.

Purpose ~~for~~ of Transition Funds
1) Transition secondary career ~~and~~ technical students to postsecondary CTE programs.
2) Primary focus on student access to ~~TCC~~advanced opportunities that directly benefits a student's postsecondary goals and reduces cost of obtaining a postsecondary credential.

~~Project will mainly focus on TCC and SkillStack®Implementation:~~
~~a) SkillStack® training for secondary and postsecondary instructors~~
~~b) Establishment of Postsecondary testing and dates~~
~~c) Policies for transcription of credit~~
~~d) Internal campus communication~~
~~e) Regional communication to high school programs~~
~~f) Focus on programs of study in their region~~
~~g) Active promotion, marketing, and support to secondary programs on SkillStack®~~

~~3) Support the implementation of horizontal program alignment, by promoting content alignment to postsecondary career and technical programs. Secondary programs of study are the primary focus of alignment with postsecondary CTE programs.~~
~~a) Individual articulation agreements for TCC should be entered into in limited cases where specific classes do not fall under statewide articulation, and:~~
~~• secondary educators hold the appropriate credentials and certification in the program area where postsecondary credit is to be awarded;~~
~~• secondary and postsecondary faculty reach agreement on the competencies; and~~
~~• secondary and postsecondary faculty reach agreement on the required level of proficiency and approved assessment of student skills.~~
~~• individual articulations must not delineate from learning outcomes of programs that have already been horizontally aligned.~~
~~b) Statewide articulation agreements will be provided by the Division for each program that has gone through horizontal program alignment and institutions have adopted curriculum changes. Statewide articulations will provide information on the grouping of badges and competencies that must be met, as well as Technical Skills Assessments and other postsecondary requirements for TCC.~~
~~c) Dual Credit is identified and supported as one advanced opportunity (academic or technical) by the Idaho State Board Education in Advanced Opportunities Policy III.Y; project should not focus primarily or solely on Dual Credit, nor should funding be used primarily for this activity.~~
~~d) TCC and Dual Credit are identified as Advanced Opportunities by the Idaho State Board of Education, Advanced Opportunities Policy III.Y; Institutions should not delineate from Board policy.~~

~~4~~3) This project will commit to the equivalent of at least one (1) full-time position for the oversight of the project.

~~Application Process (Postsecondary only)~~
~~Institutions must submit an application describing the nature and scope of the proposed project. Applications for Perkins Reserve funds must include:~~

~~1. Signed Signature Page~~
~~2. Application and Project Description Form~~
~~3. IDCTE Budget Forecast~~
~~4. Budget Narrative~~

~~Expenditures made with federal funds must meet the following criteria:~~
~~1. Federal funds must be used to supplement not supplant state and local resources.~~
~~2. Costs must be necessary and reasonable for the proper and efficient administration of the program.~~
~~3. Costs must be allocable to the project.~~

7. Provide the State's fiscal effort per student, or aggregate expenditures for the State, that will establish the baseline for the Secretary's annual determination on whether the State has maintained its fiscal effort, and indicate whether the baseline is a continuing level or new level. If the baseline is new, please provide the fiscal effort per student, or aggregate expenditures for the State, for the preceding fiscal year. (Section 211(b)(1)(D) of Perkins V)

The Division maintains effort in aggregate expenditures and reports these expenditures on the Consolidated Annual Report. The baseline is a continuing level determined annually from the prior fiscal year's appropriation.
~~$57,748,952, in the aggregate, was spent on all non federal programs by the State of Idaho during FY19. At 95%, Idaho's new base for maintenance of effort in FY20 is $54,861,504.~~

Narrative Descriptions – Accountability for Results

1. Identify and include at least one (1) of the following indicators of career and technical education program quality—

a. the percentage of CTE concentrators (see Text Box 6 for the statutory definition of a CTE concentrator under section 3(12) of Perkins V) graduating from high school having attained a recognized postsecondary credential;

b. the percentage of CTE concentrators graduating high school having attained postsecondary credits in relevant career and technical education programs and programs of study earned through a dual or concurrent enrollment program or another credit transfer agreement; and/or

c. the percentage of CTE concentrators graduating from high school having participated in work-based learning. (Section 113(b)(2)(A)(iv)(I) of Perkins V)

Include any other measure(s) of student success in career and technical education that are statewide, valid, and reliable, and comparable across the State. (Section 113(b)(2)(A)(iv)(II) of Perkins V) Please note that inclusion of "other" program quality measure(s) is optional for States.

Provide the eligible agency's measurement definition with a numerator and denominator for each of the quality indicator(s) the eligible agency selects to use.

Idaho is using the following indicators of CTE program quality: 1.b

Idaho has determined the percentage of CTE concentrators graduating high school having attained postsecondary credits as one of the indicators of program quality.

Numerator: The number of CTE concentrators who graduated from high school having attained postsecondary credits in the relevant CTE program of study earned through a dual ~~or concurrent enrollment~~ credit or another credit transfer agreement.

Denominator: The number of CTE concentrators who graduated from high school.

~~Data Source/Criteria~~
~~ISEE: Exit code of 4 (graduates)~~

ISEE: Count of CTE concentrators having College Credit issued ~~(yes)~~ in their relevant CTE program of study. At this time, ~~ICTE~~ the Division is unable to use OSBE data for credits earned since credits could be earned in a variety of classes (ex. Spanish).

SkillStack®: Includes ~~TCC~~ stacked microcredentials through the Board's established credit for prior learning process. ~~badges for statewide aligned and individual articulation.~~

~~SkillStack®: Includes students that passed the TSA and earned all sub-badges for Technical Competency Credit (TCC). If a CTE program of study has multiple TCC badges, the student will be counted if they complete sub-badges in at least one of those areas.~~
~~SkillStack®: Includes TCC badges for Individual Articulation.~~

Idaho has also selected the applicable ~~Technical Skills Assessment (~~TSA~~)~~ as a measure of student success as a statewide, valid, and reliable assessment that is comparable across the State.

Numerator: The number of CTE concentrators who passed the TSA during the reporting year.

Denominator: The number of CTE concentrators who took the TSA during the reporting year.

The Division~~ICTE~~ will calculate participation rates separately from ~~our~~ federal measures. For students that left school or had a schedule change, they will be excluded from the participation rate.

Data Source/Criteria
ISEE: Student demographics (gender, race, special populations)

CTECS (assessment vendor): ~~Assessment vendor~~Provide pass rates, includes retake score.

Idaho does not currently have reliable systems for tracking performance indicators related to recognized postsecondary credential attainment or work-based learning participation. A statewide work-based learning system is in the early stages of development and may provide more opportunities for assessing program quality in the future.

2. Provide on the form in Step 4b, for each year covered by the State plan beginning in FY ~~2020~~2024, State determined performance levels or each of the secondary and postsecondary core indicators, with the levels of performance being the same for all CTE concentrators in the State. (Section 113(b)(3)(A)(i)(I) of Perkins V)

Secondary Indicators	24/25	25/26	26/27	27/28
1S1: Four Year Graduation Rate	94.8%	94.9%	95.0%	95.1%
2S1: Academic Proficiency – Reading/Language Arts	64.9%	65.9%	66.9%	67.3%
2S2: Academic Proficiency – Mathematics	38.0%	39.5%	40.1%	42.4%

2S3: Academic Proficiency – Science	39.0%	39.8%	40.8%	41.8%
3S1: Post-Program Placement	74.7%	74.8%	75.0%	75.2%
4S1: Non-Traditional Program Concentration	25.3%	25.6%	25.9%	26.2%
5S2: Attained Postsecondary Credits	43.0%	44.0%	44.5%	46.0%
5S4: Technical Skills Assessment	73.0%	74.0%	74.5%	75.0%

Postsecondary Indicators	24/25	25/26	26/27	27/28
1P1: Postsecondary Retention and Placement	80.6%	80.7%	80.8%	80.9%
2P1: Earned Recognized Postsecondary Credential	42.8%	42.9%	43.0%	43.1%
3P1: Non-Traditional Program Concentration	15.2%	15.3%	15.4%	15.6%

3. Describe the procedure the eligible agency adopted for determining State determined levels of performance described in section 113 of Perkins V, which at a minimum shall include—

a. a description of the process for public comment under section 113(b)(3)(B) of Perkins V as part of the development of the State determined levels of performance (see Text Box 7 for the statutory requirements for consultation on State determined performance levels under section 113(b)(3)(B) of Perkins V);

b. an explanation for the State determined levels of performance that meet each of the statutory requirements in Text Box 8; and

c. a description of how the State determined levels of performance set by the eligible agency align with the levels, goals and objectives other Federal and State laws, (Section 122(d)(10) of Perkins V).

As part of the procedures for determining State determined levels of performance, describe the process that will be used to establish a baseline for those levels.

In the spring of 2019, the Division began outreach efforts with a discussion of performance measure definitions and the selection of which quality of program measure Idaho would use for secondary concentrators. In October of 2019, based on feedback received from stakeholders, the Division selected postsecondary credits as our quality measure. Measurement Guides were developed in November based on feedback before analyzing baseline data in December. Baseline data includes an average of two to four years of data, depending on the specific measure. Secondary baseline data for academic achievement is dependent upon data entered into the statewide system in compliance with federal and state code, including demographic information.

In January 2020, the Division finalized baseline performance levels and announced the opening of the ~~60-day~~ public comment period by email to stakeholders and posting to the Division website. The Division's ~~Winter~~ winter outreach included a workshop for secondary and postsecondary stakeholders to assist in the review and analysis of their individualized data reports, including a reminder of the timeline for public comment periods for performance levels and the state plan.

In January 2024, the Division updated baseline measures using data collected over the prior three school years (20/21 to 22/23) and proposed State determined performance levels for the next four years. This was announced along with the public comment period as part of the revised State Plan. Secondary and postsecondary programs were provided the proposed baseline measures and given an

opportunity to provide additional comment. The Division will be reviewing recipient's individualized reports for the CLNA and disaggregated data analysis.

4. Provide a written response to the comments regarding State determined performance levels received during the public comment period pursuant to section 113(b)(3)(B) of Perkins V. (Section 113(b)(3)(B)(iii) of Perkins V).

As part of the written response, include a description of any the changes made to the State determined performance levels as a result of stakeholder feedback.

Comments for the 2024 Idaho State Plan are found in Appendix A.

5. Describe how the eligible agency will address disparities or gaps in performance as described in section 113(b)(3) (C)(ii)(II) of Perkins V in each of the plan years, and if no meaningful progress has been achieved prior to the third program year, a description of the additional actions the eligible agency will take to eliminate these disparities or gaps. (Section 122(d)(11) of Perkins V)

As part of the written response, and pursuant to the Report of the Senate Committee on Health, Education, Labor, and Pensions (HELP),9 the eligible agency could indicate that it will analyze data on the core indicators of performance to identify gaps in performance, explain how they will use evidence-based research to develop a plan to provide support and technical assistance to eligible recipients to address and close such gaps, and how they will implement this plan. The eligible agency is not required to submit a new State plan prior to the third program year in order to address this requirement.

The Division uses evidence-based research to provide technical assistance to address disparities and gaps in performance. ~~The Division analyzes disaggregated performance data on an annual basis by program of study. Performance gaps will necessitate a performance improvement plan with a description of strategies that will be employed (professional development, micro messaging, etc.) to address issues.~~

GLOSSARY

~~ARTICULATION AGREEMENT (Perkins Sec. 3.4)~~
~~A written commitment that is agreed upon at the State level or approved annually by the lead dministrators of a secondary institution and a postsecondary educational institution or a sub-baccalaureate degree granting postsecondary educational institution and a baccalaureate degree granting postsecondary education institution designed to provide students with a non-duplicative sequence of progressive achievement leading to technical skill proficiency, a credential, a certificate, or a degree, and is linked through credit transfer agreements between the two (2) institutions.~~

~~CAREER AND TECHNICAL EDUCATION (CTE) (Perkins Sec. 3.5)~~
~~Organized educational activities that offer a sequence of courses that provides individuals with rigorous academic content and relevant technical knowledge and skills needed to prepare for further ducation and careers in current or emerging professions, which may include high skill, high wage, or n demand industry sectors or occupations which shall be, at the secondary level, aligned with the challenging State academic standards adopted by Idaho under section 1111(b)(1) of the Elementary nd Secondary Education Act of 1965; provides technical skill proficiency or a recognized postsecondary credential which may include an industry recognized credential, a certificate, or an associate degree; and may include prerequisite courses (other than a remedial course) that meet the equirements. CTE includes competency based, work based, or other applied learning that supports the development of academic knowledge, higher order reasoning and solving skills, work attitudes, employability skills, technical skills, and occupation specific skills, and knowledge of all aspects of an ndustry, including entrepreneurship, of an individual. To the extent practicable, organized educational activities are coordinated between secondary and postsecondary through articulation agreements, early college high school programs, dual or concurrent enrollment program opportunities, or other credit transfer agreements that provide postsecondary credit or advanced standing. Organized educational activities may include exploration at the high school level or as early as the middle grades.~~

CAREER AND TECHNICAL STUDENT ORGANIZATION (CTSO) (Perkins Sec. 3.6)
An organization for individuals enrolled in a career and technical education program that engages in career and technical education activities as an integral part of the instructional program.

~~CAREER CLUSTER~~
~~The National Career Clusters® Framework serves as an organizing tool for Career Technical Education programs, curriculum design, and instruction. There are sixteen (16) Career Clusters in the Framework, representing 79 Career Pathways to help learners navigate their way to greater success in college and career. The Career Clusters are Agriculture, Food, and Natural Resources; Architecture and Construction; Arts, A/V Technology, and Communications; Business Management and Administration; Education and Training; Finance; Government and Public Administration; Health Science; Hospitality and Tourism; Human Services; Information Technology; Law, Public Safety, Corrections, and Security; Manufacturing; Marketing; Science, Technology, Engineering and Mathematics; and Transportation, Distribution, and Logistics.~~

~~CAREER GUIDANCE AND ACADEMIC COUNSELING (Perkins Sec. 3.7)~~
~~Guidance and counseling that provides access for students (and, as appropriate, parents and out of-school youth) to information regarding career awareness exploration opportunities. and planning with respect to an individual's occupational and academic future; provides information to students (and, as appropriate, parents and out of school youth) with respect to career options, financial aid, job training, secondary and postsecondary options (including associate and baccalaureate degree programs), dual or concurrent enrollment programs, work based learning opportunities, early college~~

~~high schools, financial literacy, and support services, as appropriate; and may provide assistance for special populations with respect to direct support services that enable students to persist in and complete career and technical education, programs of study, or career pathways.~~

CAREER PATHWAY (Perkins Sec. 3.8)
The term ''career pathways'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).~~See Program of Study~~
(Workforce Innovation and Opportunity Act (WIOA) Sec. 3.7)
(7) CAREER PATHWAY. —The term ''career pathway'' means a combination of rigorous and high-quality education, training, and other services that—

(A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
(B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the ''National Apprenticeship Act''; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an ''apprenticeship'', except in section 171);
(C) includes counseling to support an individual in achieving the individual's education and career goals;
(D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
(E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
(F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
(G) helps an individual enter or advance within a specific occupation or occupational cluster.

CLUSTER PROGRAM (~~ISBE~~ SBOE Policy ~~IV~~VII.~~E~~B.~~7.b~~2.)
As defined by the ~~Idaho State~~ Board ~~Education~~ policy ~~(ISBE)~~, cluster program: provides introductory and intermediate courses as an introduction to a career technical area and the opportunity to learn workplace readiness expectations. ~~provides introductory and intermediate courses as an introduction to a career technical area and the opportunity to learn workplace readiness expectations. A cluster program must meet the following requirements: consist of a variety of foundation and intermediate courses within a single Career Cluster that does not culminate in a capstone course; offer a program that is three or more semesters (or the equivalent) in length; demonstrate a strong career/workplace readiness skills alignment; participate in a related Career Technical Student Organization; maintain an active Technical Advisory Committee to guide program development and foster industry engagement; and require a nationally validated, industry based Workplace Readiness Assessment created to evaluate skills and attitudes needed for success in the workplace administered by an approved developer as part of the program.~~

i. Consist of a variety of foundational and intermediate courses within a single Career Cluster. The program does not culminate in a capstone course.
ii. Offer a program that is three or more semesters (or the equivalent) in length.
iii. Demonstrate a strong career/workplace readiness skills alignment.
iv. Participate in a related Career Technical Student Organization.
v. Maintain an active Technical Advisory Committee to guide program development and foster industry engagement.
vi. Require a nationally validated, industry-based Workplace Readiness Assessment created to evaluate skills and attitudes needed for success in the workplace administered by an approved developer as part of the program.

CREDIT TRANSFER AGREEMENT (Perkins Sec. 3.11)

A formal agreement, such as an articulation agreement, among and between secondary and postsecondary education institutions or systems that grant students transcripted postsecondary credit, which may include credit granted to students in dual or concurrent enrollment programs or early college high school, dual credit, articulated credit, and credit granted on the basis of performance on technical or academic assessments.

CTE CONCENTRATOR (~~ISBE policy, Division defined, and~~ Perkins Sec. 3.12)
~~Partially defined in ISBE Policy IV.E.3.a as a secondary student enrolled in a capstone course. Further defined by the Idaho Division of Career Technical Education (Division) as, at the secondary school level, a junior or senior completing at least two courses in a single CTE program of study. Includes advanced coursework (e.g. intermediate and capstone) beyond beginning/introductory classes.~~

~~At the postsecondary level, a student enrolled in an eligible recipient who has earned at least 12 credits within a CTE program or program of study in a single program area OR completed such a program if the program encompasses fewer than 12 credits or the equivalent in total.~~

~~Postsecondary program completion includes CTE degrees or certificates per Policy III.E. (Basic Technical Certificate, Intermediate Technical Certificate, Advanced Technical Certificate, Associate of Applied Science - an Advanced option may be awarded for additional credits of at least 15 credit hours that are beyond the A.A.S. degree).~~

(A) at the secondary school level, a student served by an eligible recipient who has completed at least 2 courses in a single career and technical education program or program of study; and
(B) at the postsecondary level, a student enrolled in an eligible recipient who has—
(i) earned at least 12 credits within a career and technical education program or program of study; or
(ii) completed such a program if the program encompasses fewer than 12 credits or the equivalent in total.

CTE PARTICIPANT (~~Division defined and~~ Perkins Sec. 3.13)
An individual who completes not less than one course in a career and technical education program or program of study of an eligible recipient.~~A secondary student who has completed not less than one (1) course in a career and technical education program or program of study of an eligible recipient. Includes advanced coursework beyond beginning/introductory classes.~~

~~A postsecondary student who has been accepted and enrolled in one (1) or more credits in any state funded career technical program.~~

DISPLACED HOMEMAKER (Workforce Innovation and Opportunity Act (WIOA) Sec. 3.16)
An individual who has been providing unpaid services to family members in the home and who has been dependent on the income of another family member but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

DUAL OR CONCURRENT ENROLLMENT (DUAL CREDIT) PROGRAM (Perkins Sec. 3.15)
The term ''dual or concurrent enrollment program'' has the meaning given the term in section 8101 of the Elementary and Secondary Education Act of 1965.~~A program offered by a partnership between at least one institution of higher education and at least one local educational agency through which a secondary school student who has not graduated from high school with a regular high school diploma is able to enroll in one or more postsecondary courses and earn postsecondary credit that is~~

~~transferable to the institutions of higher education in the partnership and applies toward completion of a degree or recognized educational credential.~~
(Elementary and Secondary Education Act of 1965 (ESEA) Sec. 8101.15)
A program offered by a partnership between at least one institution of higher education and at least one local educational agency through which a secondary school student who has not graduated from high school with a regular high school diploma is able to enroll in one or more postsecondary courses and earn postsecondary credit that—

(A) is transferable to the institutions of higher education in the partnership; and
(B) applies toward completion of a degree or recognized educational credential as described in the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.).

ELIGIBLE INSTITUTION (Perkins Sec. 3.20)
(A) A consortium of 2 or more entities described in subparagraphs (B) through (F):
(B) ~~including:~~ a public or nonprofit private institution of higher education that offers and will use funds provided under this title in support of career and technical education courses that lead to technical skill proficiency or a recognized postsecondary credential, including an industry-recognized credential, a certificate, or an associate degree, except that, for the purpose of section 132, the term "recognized postsecondary credential" as used in this subparagraph shall not include a baccalaureate degree;
(C) a local educational agency providing education at the postsecondary level;
(D) an area career and technical education school providing education at the postsecondary level;
(E) an Indian Tribe, Tribal organization, or Tribal education agency that operates a school or may be present in the ~~state~~State;
(F) a postsecondary educational institution controlled by the Bureau of Indian Education or operated by or on behalf of any Indian Tribe that is eligible to contract with the Secretary of the Interior for the administration of programs under the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) or the Act of April 16, 1934 (25 U.S.C. 5342 et seq.);
(G) a tribally controlled college or university; or
(H) an educational service agency.
ELIGIBLE RECIPIENT (Perkins Sec. 3.21)
(A) A local educational agency (including a public charter school that operates as a local educational agency), an area career and technical education school, an Indian Tribe, Tribal organization, or Tribal education agency or consortium, eligible to receive assistance under 131; or
(B) an eligible institution or consortium of eligible institution eligible to receive assistance under section 132. ~~educational service agency, an Indian Tribe, Tribal organization, or Tribal educational agency or a consortium, eligible to receive assistance; or an eligible institution or consortium of eligible institutions eligible to receive assistance.~~
ENGLISH LEARNER (Perkins Sec. 3.22)
(A) a secondary school student who is an English learner, as defined in section 8101 of the Elementary and Secondary Education Act of 1965; or
(B) an adult or an out-of-school youth who has limited ability in speaking, reading, writing, or understanding the English language and—
(i) whose native language is a language other than English; or

(ii) who lives in a family environment or community in which a language other than English is the dominant language.

~~(ESEA Sec. 8101.20) A secondary school student who is aged 3 through 21; is enrolled or preparing to enroll in a secondary school; who was not born in the United States or whose native language is a language other than English, who is Native American or Alaska Native or a native resident of the outlying areas and who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency or who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and whose difficulties in speaking, reading, writing, or~~

~~understanding the English language may be sufficient to deny the individual the ability to meet the challenging State academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society.~~

~~(Perkins Sec. 3.22) An adult or an out of school youth who has limited ability in speaking, reading, writing, or understanding the English language and whose native language is a language other than English or who lives in a family environment or community in which a language other than English is the dominant language.~~

HIGH-SKILL (Division defined)
A program that leads to a~~A~~ career that uses an industry validated curriculum meeting standards developed by educators and industry under direction of the Division with multiple entry and exit points resulting in industry recognized certificates, credentials, degrees or apprenticeships beyond a high school diploma.

HIGH-WAGE (Division defined)
A career provides a wage that meets or exceeds the county average wage.
~~A career that provides 60% of the average hourly wage by labor market region as determined by the Idaho Department of Labor. The percentage was determined using Idaho's Unemployment Insurance Program, which provides benefits up to 60% of the state's average wage. Labor market data may be found at https://lmi.idaho.gov/oes.~~

IN-DEMAND INDUSTRY SECTOR OR OCCUPATION (Perkins Sec. 3.26~~WIOA Sec. 3.23~~)
The term ''in-demand industry sector or occupation'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
(Workforce Innovation and Opportunity Act (WIOA) Sec. 3.7)
(A) IN GENERAL.—The term ''in-demand industry sector or occupation'' means—
(i) an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or
(ii) an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.
~~An industry sector that has a substantial current or potential impact on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors or an occupation that currently has or is projected to have a number of positions in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate. An in demand occupation tool has been developed by the Idaho Department of Labor in consultation with the Workforce Development Council and the Division and may be found on the Division's website at https://public.tableau.com/profile/idlabor#!/vizhome/In-DemandOccupations/InDemandOccupations.~~
~~INDIAN; INDIAN TRIBE (Indian Self-Determination and Education Assistance Act)~~
~~"Indian" means a person who is a member of an Indian Tribe.~~
~~"Indian Tribe" means any Indian tribe, band, nation, or other organized group or community, including and Alaska Native village or regional or village corporation, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.~~

INDIVIDUAL WITH A DISABILITY (Perkins Sec. 3.28)

(A) An individual with any disability ~~(~~as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102)~~)~~.
(B) INDIVIDUALS WITH DISABILITIES. —The term 'individuals with disabilities'' means more than 1 individual with a disability.

~~INDUSTRY RECOGNIZED (Association for Career and Technical Education (ACTE))~~
~~A credential that is sought or accepted by employers within the industry or sector involved as a recognized, preferred, or required credential for recruitment, screening, hiring, retention or advancement purposes; and, where appropriate, is endorsed by a nationally recognized trade association or organization representing a significant part of the industry or sector.~~

~~INDUSTRY OR SECTOR PARTNERSHIP (Perkins Sec. 3.29)~~
~~The term ''industry or sector partnership'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).~~

INSTITUTION OF HIGHER EDUCATION (Perkins Sec. 3.30)
The term ''institution of higher education'' has the meaning given the term in section 101 of the Higher Education Act of 1965.

LOCAL EDUCATIONAL AGENCY (Perkins Sec. 3.32)
The term ''local educational agency'' (LEA) has the meaning given the term in section 8101 of the Elementary and Secondary Education Act of 1965.

NON-TRADITIONAL FIELDS (Perkins Sec. 3.33)
Occupations or fields of work, such as careers in computer science, technology, and other current and emerging high skill occupations, for which individuals from one gender comprise less than 25 percent of the individuals employed in each such occupation or field of work.

OUT-OF-SCHOOL YOUTH (Perkins Sec. 3.35)
The term ''out-of-school youth'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).

OUT-OF-WORKFORCE INDIVIDUAL (Perkins Sec. 3.36)
(A) An individual who is a displaced homemaker, as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102); or
(B) ~~; or~~ an individual who—
(i)(I) has worked primarily without remuneration to care for a home and family, and for that reason has diminished marketable skills, or
(II) is a parent whose youngest dependent child will become ineligible to receive assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) not later than 2 years after the date on which the parent applies for assistance under such title; ~~,~~ and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

PARAPROFESSIONAL (Perkins Sec. 3.37)
The term ''paraprofessional'' has the meaning given the term in section 8101 of the Elementary and Secondary Education Act of 1965. ~~Also known as a "paraeducator", includes an education assistant and instructional assistant.~~ (Elementary and Secondary Education Act of 1965 (ESEA) Sec. 8101.37)
The term "paraprofessional", also known as a "paraeducator", includes an education assistant and instructional assistant.

PATHWAY PROGRAM (~~ISBE~~SBOE Policy ~~IV~~VII.~~E~~C.~~7.c~~)

A pathway program provides specific career area occupational preparation, the opportunity to learn workplace readiness expectations, and the knowledge and skill development required to transition into a similar postsecondary program.
~~Provides specific career area occupational preparation, the opportunity to learn workplace readiness expectations, and the knowledge and skill development required to transition into a similar postsecondary program. A pathway program must meet the following requirements: consists of a sequence of courses that culminate in a capstone course and aligns with Board approved career technical education content standards; offer a program that is three or more semesters (or the equivalent) in length; demonstrate a strong career/workplace readiness skills alignment; participate in a related Career Technical Student Organization; maintain an active Technical Advisory Committee to guide program development and foster industry engagement; require the Workplace Readiness Assessment as part of the program; demonstrate alignment to similar postsecondary program outcomes as well as to relevant industry recognized standards; offer work based learning experience opportunities for students (paid or unpaid) require a pathway identified Technical Skills Assessment for all students enrolled in the capstone course (concentrators); ensure the program meets the requirements for concentrators to obtain Technical Competency Credit for aligned postsecondary programs; and require a nationally validated, industry based technical skill assessment administered by an approved developer. See also Program of Study.~~

POSTSECONDARY EDUCATIONAL INSTITUTION (Perkins Sec. 3.39)
(A) An institution of higher education that provides not less than a 2-year program of instruction that is acceptable for credit toward a bachelor's degree;~~,~~
(B) a tribally controlled college or university;~~,~~ or
(C) a nonprofit educational institution offering certificate or other skilled training programs at the postsecondary level.

PROFESSIONAL DEVELOPMENT (Perkins Sec. 3.40)
The term ''professional development'' means activities that—
(A) ~~Activities that~~ are an integral part of eligible agency, eligible recipient, institution, or school strategies for providing educators (including teachers, principals, other school leaders, administrators, specialized instructional support personnel, career guidance and academic counselors, and paraprofessionals) with the knowledge and skills necessary to enable students to succeed in career and technical education, to meet challenging State academic standards under section 1111(b)(1) of the Elementary and Secondary Education Act, or to achieve academic skills at the postsecondary level; and
(B) are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and classroom focused, to the extent practicable evidence-based, and may include activities that~~.~~
(i) improve and increase educator'—
(I) knowledge of the academic and technical subjects;
(II) understanding of how students learn; and
(III) ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;
(ii) are an integral part of eligible recipients' improvement plans;
(iii) allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
(iv) support the recruitment, hiring, and training of effective educators, including educators who became certified through State and local alternative routes to certification;
(v) advance educator understanding of—
(I) effective instructional strategies that are evidence-based; and

(II) strategies for improving student academic and technical achievement or substantially increasing the knowledge and teaching skills of educators;

(vi) are developed with extensive participation of educators, parents, students, and representatives of Indian Tribes (as applicable), of schools and institutions served under this Act;

(vii) are designed to give educators of students who are English learners in career and technical education programs or programs of study the knowledge and skills to provide instruction and appropriate language and academic support services to those students, including the appropriate use of curricula and assessments;

(viii) as a whole, are regularly evaluated for their impact on increased educator effectiveness and improved student academic and technical achievement, with the findings of the evaluations used to improve the quality of professional development;

(ix) are designed to give educators of individuals with disabilities in career and technical education programs or programs of study the knowledge and skills to provide instruction and academic support services to those individuals, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;

(x) include instruction in the use of data and assessments to inform and instruct classroom practice;

(xi) include instruction in ways that educators may work more effectively with parents and families;

(xii) provide follow-up training to educators who have participated in activities described in this paragraph that are designed to ensure that the knowledge and skills learned by the educators are implemented in the classroom;

(xiii) promote the integration of academic knowledge and skills and relevant technical knowledge and skills, including programming jointly delivered to academic and career and technical education teachers; or

(xiv) increase the ability of educators providing career and technical education instruction to stay current with industry standards.

PROGRAM OF STUDY (Perkins Sec. 3.41)
A coordinated, nonduplicative sequence of academic and technical content at the secondary and postsecondary level that—

(A) incorporates challenging State academic standards, including those adopted by a State under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965;

(B) addresses both academic and technical knowledge and skills, including employability skills;

(C) is aligned with the needs of industries in the economy of the State, region, Tribal community, or local area;

(D) progresses in specificity (beginning with all aspects of an industry or career cluster and leading to more occupation-specific instruction);

(E) has multiple entry and exit points that incorporate credentialing; and

(F) culminates in the attainment of a recognized postsecondary credential. ~~Commonly used interchangeably with the terms pathway and career pathway.~~

~~QUALITY (Division defined)~~
~~At the secondary level, an educational program effectively uses data to inform and improve student success including closing student equity gaps in access and completion and improving attainment of rigorous academic and technical skills. Secondary CTE concentrators, as defined in this plan, demonstrate acceptable levels of proficiency as measured by Technical Skills Assessments. At least one Technical Skills Assessment must be administered to CTE concentrators once every two years as part of a program of study to remain eligible to receive Perkins funds. Authorized CTSOs must align with CTE course curriculum, but are not limited to programs of study offered.~~

~~Postsecondary CTE concentrators, as defined by the state, demonstrate proficiency through earning a degree or certificate (Basic Technical Certificate (B.T.C.), Intermediate Technical Certificate (I.T.C.), Advanced Technical Certificate (A.T.C.), or Associate of Applied Science degree (A.A.S.) - an Advanced option may be awarded for additional credits of at least 15 credit hours that are beyond the A.A.S. degree).~~

~~All secondary and postsecondary recipients must complete a Comprehensive Local Needs Assessment (CLNA) every two (2) years, have a technical advisory committee for each program of study that meets at least twice a year, annually submit program data and analysis showing progress toward performance targets, employ faculty that meet the minimum certification requirements as established by the Division, must connect to an authorized CTSO that is aligned to course curriculum led by a teacher that meets the minimum certification requirements as established by the Division, and must provide professional development opportunities.~~

RECOGNIZED POSTSECONDARY CREDENTIAL ~~(Perkins Sec. 3.43)~~
~~(WIOA Sec. 3.52)~~
The term ''recognized postsecondary credential'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).(Workforce Innovation and Opportunity Act (WIOA) Sec. 3.7)The term ''recognized postsecondary credential'' means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.~~A credential consisting of an industry recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree. ISBE definitions for postsecondary certifications available at state institutions may be found at https://boardofed.idaho.gov/board-policies-rules/boardpolicies/higher-education-affairs-section-iii/iii-e-certificates-and-degrees/.~~

REMOTE SCHOOL DISTRICT (Division defined)
A rural district isolated from the other districts of the state because of geographical or topographical conditions. Districts are considered remote when the distance between district offices is equal to or greater than 25 miles on a continuous all-weather surface road.

RURAL SCHOOL DISTRICT (Idaho Code §33-319)
(1) A school district shall be considered a rural school district if it meets one (1) of the following two (2) criteria:

(a) There are fewer than twenty (20) enrolled students per square mile within the area encompassed by the school district's boundaries; or

(b) The county in which a plurality of the school district's market value for assessment purposes is located contains less than twenty-five thousand (25,000) residents, based on the most recent decennial United States census.

(2) A public charter school shall be considered a rural public charter school if the school district in which the public charter school is physically located meets the definition of a rural school district, pursuant to subsection (1) of this section. A public charter school that is also a virtual school shall be considered a rural public charter school if over fifty percent (50%) of its enrolled students reside within school districts that meet the definition of a rural school district pursuant to subsection (1) of this section.

~~A school district with fewer than twenty (20) enrolled students per square mile within the area encompassed by the school district's boundaries or the county in which a plurality of the school district's market value for assessment purposes is located contains less than twenty-five thousand (25,000) residents.~~

~~SCOPE (Division defined)~~
~~A secondary program must provide opportunity for postsecondary advancement as evidenced by: at least one (1) articulation agreement in place or opportunities to earn college credits under Idaho's Advanced Opportunities program (https://boardofed.idaho.gov/k-12-education/advancedopportunities for high school academics/); alignment with business and industry needs as identified in the CLNA; rigorous academic and technical skills aligned with challenging academic and CTE standards (including employability skills); a capstone course within a program of study; a recognized postsecondary credential; participation in work-based learning experiences; and identifying one (1) of the three (3) definitions of a high skill, high wage, or in demand occupation in their CLNA.~~

~~Postsecondary programs must provide opportunities to earn a degree or certificate (Basic Technical Certificate (B.T.C.), Intermediate Technical Certificate (I.T.C.), Advanced Technical Certificate (A.T.C.), or Associate or Advanced Associate of Applied Science degree (A.A.S.)) that: aligns with business and industry needs as identified in the CLNA; includes rigorous academic and technical skills aligned with challenging academic and CTE standards; provides work-based learning experiences; and leads to a high skill, high wage, or in demand occupation.~~

~~SIZE (Division defined)~~
~~At the secondary level, the recipient must offer a minimum of one (1) Division approved program of study and one (1) authorized CTSO. Both must align to the comprehensive local needs assessment. A Career and Technical School (CTS) must have a minimum of three (3) Division approved programs of study and one (1) authorized CTSO. Individual courses that constitute a program of study should take into consideration the available space, equipment/technology, safety, and teacher to student ratio for a quality student experience.~~

~~At the postsecondary level, a program approved by the Idaho in compliance with Board policy III.G: Postsecondary Program Approval and Discontinuance that meets the enrollment requirements established by the institution and offers a recognized postsecondary credential.~~

SPECIAL POPULATIONS (Perkins Sec. 3.48)
The term "special populations" means—
(A) i~~I~~ndividuals with disabilities;
(B) individuals from economically disadvantaged families, including low-income youth and adults;
(C) individuals preparing for non- traditional fields;
(D) single parents, including single pregnant women;
(E) out-of-workforce individuals;
(F) English learners;
(G) homeless individuals described in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
(H) youth who are in, or have aged out of, the foster care system; and
(I) youth with a parent who—
(i) is a member of the armed forces (as such term is defined in section 101(a)(4) of title 10, United States Code); and
(ii) is on active duty (as such term is defined in section 101(d)(1) of such title).

~~SUPPORT SERVICES (Perkins Sec. 3.50)~~
~~Services related to curriculum modification, equipment modification, classroom modification, supportive personnel (including paraprofessionals and specialized instructional support personnel), and instructional aids and devices.~~

WORK-BASED LEARNING (Perkins Sec. 3.55)
Sustained interactions with industry or community professionals in real workplace settings, to the extent practicable, or simulated environments at an educational institution that foster in-depth, firsthand engagement with the tasks required in a given career field, that are aligned to curriculum and instruction.



Idaho Perkins V State Plan

Approved by the State Board of Career Technical Education April 18, 2024

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Narrative Descriptions – Plan Development and Consultation

1. Describe how the State plan was developed in consultation with the stakeholders and in accordance with the procedures in section 122(c)(2) of Perkins V. See Text Box 1 for the statutory requirements for State plan consultation under section 122(c)(1) of Perkins V.

The initial Idaho Perkins V State Plan was developed and posted in fiscal year 2019. The following describes stakeholder engagement for that plan. IDCTE has reviewed and updated this current version based on internal feedback, stakeholder consultation, and public comment building on the original plan development work. That process is described in further detail below.

During 2019 the Idaho Division of Career Technical Education (Division) engaged in a series of outreach efforts designed to collect input from as many stakeholder groups as possible, including:

- Outreach sessions for secondary and postsecondary stakeholder groups includeing sessions during the Division's annual statewide conferences. This annual conference brings approximately 900 secondary and postsecondary educators and industry stakeholds to Boise for a three-day training, and is Idaho's largest CTE professional development opportunity. The summer conference alternates every other year with regionally based conferences held around the state.
- The 2019 conference included several sessions specific to labor market information and understanding Perkins V requirements.
- During our spring 2019 and winter 2020 outreach, the Division hosted community forums in each of Idaho's six education regions. Members of the community, including family members, community organizations, and business members were invited to attend. Business members were represented from each region.
- Various meetings with the Idaho Workforce Developmental Council (WDC) were held to discuss a combined Workforce Innovation and Opportunity Act (WIOA) plan and development of a labor market tool designed to help grant recipients identify high-skill, high-wage, and in-demand occupations. While the ultimate decision was not to pursue a combined plan at that time. It was agreed to that common labor market data would be used to discuss regional labor market trends. Newly developed labor market tools allowed recipients to use readily available data to help reduce the data burden associated with the Comprehensive Local Needs Assessment (CLNA) and to help ensure consistent data analyses statewide.
- As a part of outreach efforts, directors from each of our Centers for New Direction were invited to the regional meetings, and were provided with additional information on how the Perkins V projects could expand services (including individual services) through the Centers. Center Directors were connected with postsecondary representatives to ensure additional special populations were considered in the planning and project process.
- In conjunction with the WDC Council, the Division conducted 14 regional listening sessions to better understand the needs of local communities and small business owners. Division staff also met with representatives of Idaho Business for Education, including a 90-minute listening session with Scott Stump who oversaw the federal Office of Career, Technical, and Adult Education. Additionally, the Division reached out to the Idaho Association for Commerce and Industry, as well as numerous Chambers of Commerce around the state.
- To help expand CTE access for more students, both the spring and fall 2019 outreach included a specific focus on better supporting students in need. This included recomendations that recipients connect with local foster care advocates, local homeless support entities, and local outreach organizations. Idaho Division of Juvenile Corrections was included in the outreach efforts and is working to expand CTE programming to help reduce recidivism for

juvenile offenders. The winter 2020 outreach sessions included agencies related to special populations in an effort to expand knowledge of CTE programs and foster collaboration.

- The outreach included multiple contacts with state tribal leaders including the Idaho State Board of Education's Indian Education Committee, individual tribes, and listening sessions. At the request of the tribes, the Division conducted individual meetings with leaders from three of Idaho's five tribes. Follow-up meetings were requested, including joint meetings between the tribes and local school districts and postsecondary institutions have been scheduled to identify strategies for collaboration. The Division continues to engage with this group and work with recipients of funding to increase engagement.
- As part of WIOA listening tours, Division staff met with representatives of Idaho Division of Vocational Rehabilitation, as well as regional advocacy groups representing individuals with physical disabilities, blind and visually impaired, cognitive disabilities, and seniors.

- The Division is also a member of the Idaho Interagency Council on Student Transition (IICST), a group devoted to helping students with disabilities transition from secondary to postsecondary life. The Division attended a conference hosted by the National Technical Assistance Center on Transition (NTACT) with other members of IICST centered on incorporating assistance for students with disabilities into Perkins V state plans.
- The Division held Idaho's first Rural District Symposium centered around helping rural and remote districts strengthen student learning outcomes and align district priorities with Perkins V.
- During the 2023 calendar year, Division staff held sessions during the summer annual conferences where stakeholders were given the opportunity to provide feedback on the current administration of Perkins V funding. This feedback was used to inform updates that were incorporated into the updated plan. The updated plan was then provided to secondary and postsecondary education stakeholders and posted on the Division's website for 30 days for public comment. Near the conclusion of the public comment period the Division held a statewide virtual hearing to provide an additional opportunity for the public to provide comment.

2. Consistent with section 122(e)(1) of Perkins V, each eligible agency must develop the portion of the State plan relating to the amount and uses of any funds proposed to be reserved for adult career and technical education, postsecondary career and technical education, and secondary career and technical education after consultation with the State agencies identified in section 122(e)(1)(A)-(C) of the Act. If a State agency, other than the eligible agency, finds a portion of the final State plan objectionable, the eligible agency must provide a copy of such objections and a description of its response in the final plan submitted to the Secretary. (Section 122(e)(2) of Perkins V)

The Division is the state agency responsible for career technical educationin Idaho, including secondary, postsecondary and other adult training programs. The Idaho State Board for Career Technical Education, pursuant to Section 33-2205, Idaho Code is the designated agency for implementing the provisions of the Smith Hughes Act of 1917 and any subsequent amendments as well as all other federally or state funded career technical education programs. The State Board is the Division's governing board and Idaho's state education agency. The State Superintendent of Public Instruction sits on the State Board and administers the State Department of Education (SDE).

3. Describe opportunities for the public to comment in person and in writing on the State plan. (Section 122(d)(14) of Perkins V)

During the Spring 2019 outreach, the Division hosted community forums in each of Idaho's six education regions. Members of the community, including, adult students, family members, community organizations, and business members were invited to attend.

In conjunction with the WDC, the Division conducted 14 regional listening sessions to better understand the needs of local communities and small business owners.

During our winter 2020 outreach, the Division hosted more community forums in each of Idaho's six education regions. Members of the community, including, adult students, family members, community organizations, and business members were invited to attend. During the summer of 2023 the Division conducted a number of stakeholder meetings in conjunction with the Divisions annual summer conferences held around the state as well as meetings conducted with secondary and postsecondary education groups who were specifically asked to provide feedback to the state plan and performance level descriptors.

Prior to submission of the updated draft State plan to the State Board for Career Technical Education in April 2024, the draft State plan was made available on the Divisions website for review in accordance with the 30-day public comment period required by the Act. Comments have been and will continue to be collected via email to stakeholderinput@cte.idaho.gov.

Narrative Descriptions – Program Administration and Implementation

1. State's Vision for Education and Workforce Development

a. Provide a summary of State-supported workforce development activities (including education and training) in the State, including the degree to which the State's career and technical education programs and programs of study are aligned with and address the education and skill needs of the employers in the State identified by the State workforce development board. (Section 122(d)(1) of Perkins V)

Idaho's vision for CTE is to provide premier educational opportunities for students and adults to gain relevant workforce and leadership skills in applied settings; to provide a gateway to meaningful careers and additional education opportunities; and to educate a strong talent pipeline that meets Idaho business workforce needs.

The WDC arrived at three broad goals for the State's workforce system, which are outlined below. Under each of these goals, the WDC identified several strategies that relate more specifically to the populations, services, policies, and priorities within the workforce development system. The strategies cited under each goal below are a priority subset of the WDC's strategic plan that directly relate to the foundational analysis within the State's WIOA plan.

1. Promote policies that align workforce, education, economic development, and entrepreneurship to meet industry and employer's workforce needs.

- Leverage public and private resources (in order to provide greater levels of service to those with barriers to employment and in rural communities).

2. Facilitate development of an Idaho workforce that is highly skilled and committed to continuous learning.

- Provide access to low-skilled and at-risk youth and adults, dislocated workers and others with barriers to employment to a full range of information and supports to prepare for work that leads to economic self-sufficiency.
- Enhance opportunities for lifelong learning by expanding delivery options such as: 1) stackable credentials, 2) compressed scheduling, 3) on-line and distance learning, 4) modularized curriculum and 5) other alternative learning modalities
- Encourage the use of workplace flexibility options such as job sharing, job restructuring, part-time worker pools, flex-time and telecommuting to increase employment opportunities and retain quality workers
- Promote employment practices and workplace environments that encourage a culture of diversity and inclusiveness

3. Support a comprehensive education and workforce delivery system.

- Maintain a quality One-Stop Career System that connects employers and workers and facilitates access to workforce services, education services and information.
- Enhance coordination among workforce system partners and streamline services by eliminating duplication and ineffective or unnecessary practices.
- Provide access to information, financial aid and other supportive services that allow all workers to obtain education and training that leads to employment.
- Coordinate a system of work supports for low-income workers to encourage economic self-sufficiency (e.g., food stamps, child care, and housing) and provide safety nets to those who are in transition in the workforce.

Idaho's WDC identified four focus areas for the purposes of improving Idaho's workforce system.

- Serving Rural Communities.
- Attracting, Training, and Retaining Quality Staff.
- Career Pathways.
- Connecting Youth.

The Division, which administers both the WIOA Title II and Carl D. Perkins programs and administers both secondary and postsecondary career technical education in Idaho, is essential in connecting workforce programs with career technical education, engaging the State's technical colleges, and administering the development of meaningful career pathways. To this end, the Division aligns its efforts with the WDC's goals.

The Division connects education to Idaho's workforce in three essential ways, through the microcredential process, technical advisory committees, and the Centers for New Directions.

The Division is currently aligning all secondary CTE programs of study to postsecondary CTE programs using a microcredential system called SkillStack®. SkillStack® is a digital badging/microcredentialling platform that allows Idaho's educators to validate the skills their students demonstrate proficiency in. The State Board requires Idaho's public postsecondary institutions to use SkillStack ® for all CTE and non-CTE badges and microcredentials.

Program standards are developed for each badge through a collaborative process that engages industry, postsecondary faculty, secondary faculty, and other critical stakeholders. As students provide evidence of the competencies for each skill, educators evaluate the competencies based on common assessments. Once all skills are validated for a particular badge, the information is entered in the SkillStack® platform and badges are awarded.

Secondary students may earn postsecondary credit through successful completion of dual credit courses, articulation agreements between high school and postsecondary institutions for achieved outcomes, and by earning microcredentials and badges in SkillStack® combined with the postsecondary institutions prior learning assessment process.
Originally, Idaho's high school, college, university, and workforce training educators were the only individuals allowed to validate skills in SkillStack®. These entities gain authorization to validate skills upon verification and training from the Division. Since the original State Plan, we now have other educational and non-CTE entities using the system.

Employers can access SkillStack® and search the database for individuals that have been awarded badges aligned to the jobs and skills they are trying to find. The SkillStack® platform can then invite those individuals identified to learn more about the company's open position by visiting the company's website or location where the job is posted.

As of June 2023, 32,000 unique students have earned over 115,000 microcredentials in the SkillStack® platform.

Successful career technical education programs maintain close ties with business and industry, and must be integrally linked to their communities and state. Career technical education programs in Idaho are required to incorporate active input from applicable business and industry technical advisory committees (TACs).

The TAC advises the program to ensure it stays up to date in terms of content and training. TAC members also assist in, and advocate for, student, faculty, and program needs. TACs strengthen the working relationships between the career technical education programs and the communities they serve.

The Division also administers the Center for New Directions programs. Through these program, single parents and displaced homemakers receive services to help them move from dependence to independence. Services include personal, career, and education counseling, assessment and testing, and preparation for employment and training. The program also promotes gender equity in the Division's programs by supporting nontraditional career fields through grants, scholarships, and other methods. The Centers for New Directions are on Idaho Technical College System campuses.

b. Describe the State's strategic vision and set of goals for preparing an educated and skilled workforce (including special populations) and for meeting the skilled workforce needs of employers, including in existing and emerging in-demand industry sectors and occupations as identified by the State, and how the State's career and technical education programs will help to meet these goals. (Section 122(d)(2) of Perkins V)

Idaho State Board for Career Technical Education and IDCTE Objectives (fiscal years 2024-2028).

MISSION STATEMENT

CTE system's mission is to prepare Idaho's youth and adults for high-skill, in-demand careers.

VISION STATEMENT

The Division's vision is to be:

1. A premier educational opportunity for students and adults to gain relevant workforce and leadership skills in an applied setting;
2. A gateway to meaningful careers and additional educational opportunities; and
3. A strong talent pipeline that meets Idaho business workforce needs.

GOAL 1 EDUCATIONAL SYSTEM ALIGNMENT – Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

Objective A: Support State Board Policy III.Y by aligning CTE programs among the technical colleges and ensuring that secondary program standards align to those postsecondary programs.

Objective B: Technical assistance and support for CTE programs – Provide timely, accurate, and comprehensive support to CTE programs that meets the needs of administrators and instructors at both the secondary and postsecondary levels.

Objective C: Data-informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.

Objective D: Funding Quality Programs – Secondary and postsecondary programs will include key components that meet the definition of a quality program and are responsive to the needs of business and industry.

Objective E: Create systems, services, resources, and operations that support high performing students in high performing programs and lead to positive placements.

GOAL 2 EDUCATIONAL READINESS – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

Objective A: Workforce Training – Non-credit training will provide additional support in delivering skilled talent to Idaho's employers.

Objective B: Adult Education (AE) – AE will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.

Objective C: Centers for New Directions (CND) – CNDs will help foster positive student outcomes, provide community outreach events and workshops, as well as collaborate with other agencies.

GOAL 3 EDUCATIONAL ATTAINMENT – Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

Objective A: Talent Pipelines/Career Pathways – CTE students will successfully transition from high school and postsecondary education to the workplace through a statewide career pathways model.

Objective B: Higher Level of Educational Attainment – Increase completion of microcredentials.

GOAL 4 WORKFORCE READINESS- The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: CTE concentrators will demonstrate college and career readiness.

Objective B: CTE teachers will track student progress for pathway completion through the microcredential platform.

Goals and objectives are reviewed annually and updated at a minimum of every four years.

c. Describe the State's strategy for any joint planning, alignment, coordination, and leveraging of funds between the State's career and technical education programs and programs of study with the State's workforce development system, to achieve the strategic vision and goals described in section 122(d)(2) of Perkins V, including the core programs defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102) and the elements related to system alignment under section 102(b)(2)(B) of such Act (29 U.S.C. 3112(b)(2) (B)); and for programs carried out under this title with other Federal programs, which may include programs funded under the Elementary and Secondary Education Act of 1965 and the Higher Education Act of 1965. (Section 122(d)(3) of Perkins V)

The Division and the WDC are partner agencies in developing and executing Idaho's Workforce Development State Plan. The WDC, in conjunction with the Idaho Department of Labor, is an important stakeholder in the Perkins V State Plan, providing crucial labor market information, to all Perkins V eligible recipients and working with the Centers for New Directions to provide education opportunities for special population students within through Idaho's six technical colleges.

d. Describe how the eligible agency will use State leadership funds made available under section 112(a)(2) of Perkins V for each of the purposes under section 124(a) of the Act. See Text Box 2 for the required uses of State leadership funds under section 124(a) of Perkins V. (Section 122(d)(7) of Perkins V)

The Division will use leadership funds in accordance with Section 112(a)(2)(B) of the Act to:

- Support non-traditional students through an equal distribution of $10,000 to each of the six eligible postsecondary recipients. Any unspent funds from prior year will be targeted towards non-traditional student activities;
- Support programs at the Idaho Department of Corrections not to exceed 1 percent of the total allocation for the State;
- Provide additional funds equal to 0.5 percent to be distributed to the Idaho Department of Juvenile Corrections and Idaho Educational Services for the Deaf and Blind at a base amount of $7,500 per facility with the remainder split evenly between the two agencies;
- Support enrollment of special populations into CTE programs through coordination with other State agencies including, but not limited to, the Division of Vocational Rehabilitation and the Idaho State Department of Education (an amount equal to 0.1 percent).

Remaining leadership funds will be used to provide statewide professional development and leadership development; provide technical assistance to recipients; develop statewide programs and

programs of study; support Career and Technical Student Organizations (CTSOs); support development of valid and reliable assessments of competencies and technical skills; program alignment; and enhanced data use capabilities.

2. Implementing Career and Technical Education Programs and Programs of Study

a. Describe the career and technical education programs or programs of study that will be supported, developed, or improved at the State level, including descriptions of the programs of study to be developed at the State level and made available for adoption by eligible recipients. (Section 122(d)(4)(A) of Perkins V)

Secondary

The Idaho Division of Career Technical Education (Division) currently supports fifty-seven (57) approved programs of study for secondary programs in seven (7) program areas representing fifteen (15) of the sixteen (16) career clusters as described in the National Career Clusters® Framework as presented by Advance CTE (excluding Government career cluster). All Idaho public secondary schools are required to provide career technical education courses.

The seven program areas are:

1. Agriculture, Food, and Natural Resources
2. Business and Marketing Education
3. Engineering and Technology Education
4. Family and Consumer Sciences and Human Services
5. Health Professions and Public Safety
6. Trades and Industry
7. Individualized Occupational Training

Middle School

Students may also participate in career exploration starting in middle school. Idaho public schools are required to provide career exploration courses to students grades 7 and 8. Career technical education programs may be delivered starting in grade 7.

Postsecondary

The technical colleges support over 200 programs representing all seven of the identified secondary program areas.

b. Describe the process and criteria to be used for approving locally developed programs of study or career pathways (see Text Box 3 for the statutory definition of career pathways under section 3(8) of Perkins V), including how such programs address State workforce development and education needs and the criteria to assess the extent to which the local application under section 1328 will—

i. promote continuous improvement in academic achievement and technical skill attainment;

ii. expand access to career and technical education for special populations; and

iii. support the inclusion of employability skills in programs of study and career pathways. (Section 122(d)(4) (B) of Perkins V)

i. The Division collects data related to local education agencies (LEA) through the Idaho System for Educational Excellence (ISEE) operated and maintained by the Office of the State Board of Education (OSBE). ISEE is a robust data system allowing for the collection of disaggregated data down to the student and course level at each public school within the state. Each CTE course is assigned a unique code by OSBE associated with federally accepted School Codes for Exchange of Data (SCED) codes. Postsecondary CIP codes are then aligned to the SCED codes. School administrators are responsible for accurate entry of data into ISEE.

The Division collects postsecondary disaggregated data directly from the institutions. Each CTE program is assigned a unique program ID associated with federally accepted CIP codes. Institutions are required to certify that information provided to the Division is accurate and complete. The Division validates all postsecondary data tied to approved programs.

Pursuant to Section 33-2202, Idaho Code, the Division, through the Administrator for Career Technical Education, is responsible for administering all public CTE programs in Idaho. As such, the Division is authorized to set the process and procedures for establishing approved CTE programs of study. The secondary portion of a program of study is called a pathway and consists of a sequence of courses culminating in a capstone course Through consultation with industry leaders, postsecondary institutions, and LEAs, the Division establishes program standards to align with industry standards. It is through the standards setting process that the Division develops programs of study for the State of Idaho.

ii. All eligible recipients must verify that special populations have access to all program areas offered in their school through the application process. The Division works with organizations that focus on support for special populations, such as the National Alliance for Partnerships in Equity (NAPE), to help identify and eliminate barriers for special populations to participate in CTE programs.

iii. Successful career technical education programs maintain close ties with business and industry, and must be integrally linked to their communities and the state. Career technical education programs in Idaho are required to incorporate active input from an appropriately qualified business and industry TAC.

An effective TAC reveals local career opportunities, prepares students to enter the workforce, and helps upgrade the skills of workers already employed. The TAC advises the program to ensure it stays up to date in terms of content and training. TAC members also assist in, and advocate for, student, faculty, and program needs. TACs strengthen the working relationships between the career technical education programs and the communities they serve.

TACs at the secondary level are established by a program representative, which is typically the local CTE administrator, teacher, or departmental chairperson. TACs must meet Division guidelines.

c. Describe how the eligible agency will—

i. make information on approved programs of study and career pathways (including career exploration, work-based learning opportunities, early college high schools, and dual or concurrent

enrollment program opportunities) and guidance and advisement resources, available to students (and parents, as appropriate), representatives of secondary and postsecondary education, and special populations, and to the extent practicable, provide that information and those resources in a language students, parents, and educators can understand;

ii. facilitate collaboration among eligible recipients in the development and coordination of career and technical education programs and programs of study and career pathways that include multiple entry and exit points;

iii. use State, regional, or local labor market data to determine alignment of eligible recipients' programs of study to the needs of the State, regional, or local economy, including in-demand industry sectors and occupations identified by the State board, and to align career and technical education with such needs, as appropriate;

iv. ensure equal access to approved career and technical education programs of study and activities assisted under this Act for special populations;

v. coordinate with the State board to support the local development of career pathways and articulate processes by which career pathways will be developed by local workforce development boards, as appropriate;

vi. support effective and meaningful collaboration between secondary schools, postsecondary institutions, and employers to provide students with experience in, and understanding of, all aspects of an industry, which may include work-based learning such as internships, mentorships, simulated work environments, and other hands-on or inquiry-based learning activities; and

vii. improve outcomes and reduce performance gaps for CTE concentrators, including those who are members of special populations. (Section 122(d)(4)(C) of Perkins V)

i. Approved program areas are listed on the Division website. Information is also disseminated at career fairs, student assemblies, and through the Next Steps Idaho website. Next Steps is Idaho's comprehensive clearinghouse of information and resources pertaining to college and career. The website features a grade-by-grade timeline to help students prepare for life after high school. Resources provided on the website are designed to assist students in exploring careers, obtaining postsecondary credits through advanced opportunities, and inform students of the availability of funding sources for their career development.

Postsecondary institutions provide a course catalog available in hard copy and online. Institutions employ transition coordinators to provide guidance to secondary students seeking to obtain certifications or degrees in their chosen profession. Each coordinator is responsible for disseminating information about available programs to LEAs within the region associated with their postsecondary institution.

Information regarding secondary approved programs of study and associated standards may be found on the Division website.

ii. The state of Idaho supports collaboration through the implementation of horizontal and vertical program alignment, by promoting content alignment to postsecondary career technical programs. Secondary programs of study are the primary focus of alignment with postsecondary CTE programs.

The Division's annual professional development conference, provides multiple training and collaboration opportunities to foster the development of strong programs. Additionally, it provides the opportunity for ancillary stakeholders to access state level program managers and agency directors that oversee program development and delivery.

Division staff uses the information gathered to help guide agency collaboration efforts throughout the year with key stakeholder groups. These groups include:

- Centers for New Directions.
- Dual Credit and Transition Coordinators.
- Postsecondary Presidents, Provosts, and Deans.
- Department of Corrections.
- Department of Juvenile Corrections.
- Idaho Bureau of Education Services for the Deaf and Blind.
- Department of Education, Special Education Secondary Transition.
- Division of Vocational Rehabilitation.
- High school counselors and college and career advisors.
- Teachers, instructors, and administrators.
- Department of Labor.
- Workforce Training Centers.
- Fire service trainers.
- Local Adult Education directors.

Through Idaho's advanced opportunities programs, secondary students can participate in programs and courses designed to provide a postsecondary experience or deliver postsecondary level instruction. Most of these programs, when successfully completed, result in secondary students earning postsecondary credits while in high school or when they matriculate to a public Idaho postsecondary institution. These programs require secondary and postsecondary programs to collaborate to assure success.

iii. The Idaho Department of Labor developed a labor market information tool in collaboration with the Division and the WDC. The labor market tool is a sortable database accessible to all recipients that may be used to identify in-demand occupations at the statewide level or refined down to occupations within each region.

iv. The Division works with organizations to focus on support for special populations such as NAPE to help identify and eliminate barriers for special populations to participate in CTE programs.

v. Section 33-2202, Idaho Code, establishes the Idaho State Board for Career Technical Education and the role of the State Administrator for career technical education in Idaho. The State Board, established in Section 33-101, Idaho Code, serves as the Idaho State Board for Career Technical Education. The State Board of Education has governance and oversight over all publicly funded education in Idaho (elementary, secondary, and postsecondary) and is Idaho's State Education Agency. Section 33-107, Idaho Code, authorizes the Board to approve all non-CTE programs leading to a degree and section 33-2202, Idaho Code authorizes the State Board for Career Technical Education authority to approve CTE programs and set policy for all CTE programs. Through Board Policy III.G. the Board has established the process for the approval and discontinuation of all postsecondary programs. Through this process, the Division reviews and approves programs of study and career pathways aligned with the approved CTE program standards or forwards the requests to the full Board for approval with recommendation.

vi. As part of the new program application process, all new secondary program applications are required to demonstrate the existence of a relevant and participatory TAC. These committees are designed to help ensure program delivery aligns with industry needs and to help provide real world experiences to CTE students as part of their program experience. When possible, secondary programs are encouraged to partner with their postsecondary counterparts to create regional, program specific advisory committees.

The Division requires work-based learning standards in all Idaho programs of study and also requires a Workplace Readiness Assessment.

In addition to the work-based learning courses available in each CTE program of study, the WDC has an initiative tied to work-based learning and established a statewide definition in collaboration with a variety of stakeholders.

The Division provides disaggregated performance data annually for recipient analysis by program of study. Performance gaps will necessitate a performance improvement plan with a description of strategies that will be employed (professional development, micro-messaging, etc.) to address issues. The Division will review, assess, and approve all performance improvement plans.

The Division works with organizations to focus on support for special populations such as NAPE to help identify and eliminate barriers for special populations to participate in CTE programs.

d. Describe how the eligible agency, if it opts to do so, will include the opportunity for secondary school students to participate in dual or concurrent enrollment programs, early college high school, or competency-based education. (Section 122(d)(4)(D) of Perkins V)

Secondary and postsecondary career technical education programs provide opportunities for students to earn college credit as outlined in State Board Advanced Opportunities policies and procedures. The State Board recognizes four advanced opportunities programs. Additionally, Section 33-4602, Idaho Code, establishes the state funded advanced opportunities program. This program provides each Idaho public school student with access to funds to reimburse public schools for the cost of eligible advanced opportunities costs. These include dual credit courses per credit fees, Advanced Placement exams, CLEP exams, CTE exams that lead to an industry-recognized certificate, license, or degree and CTE workforce training courses. The Stat Board has set the dual credit course fee at $75/per credit for courses taken though the high school. Dual credit courses include CTE courses.

In addition, articulation agreements as well as badges awarded in Idaho's microcredentialing platform, administered by the Division, link secondary career technical education programs and postsecondary programs that may lead to: Microcredentials; Basic Technical Certificate; Intermediate Technical Certificate; Advanced Technical Certificate; or an Associate of Applied Science Degree (A.A.S.). Completion of an A.A.S. degree may lead to a Bachelor of Applied Technology Degree (B.A.T.) or Bachelor of Applied Science Degree (B.A.S.).

The Division is currently aligning all secondary CTE programs of study to postsecondary CTE programs using a microcredentialing system called SkillStack®. SkillStack® is a digital badging and microcredentialing platform that allows Idaho's educators to validate the skills their students demonstrate proficiency leading to industry-relevant badges and microcredentials. Microcredentials may be stacked. Public postsecondary institutions may then award credits and or credentials through the Board's established credit for prior learning process.

Program standards are developed for each badge through a collaborative process that engages industry, postsecondary faculty, secondary faculty, and other critical stakeholders. As students provide evidence of the competencies for each skill, educators evaluate the competencies based on common assessments Once all skills are validated for a particular badge, the information is entered in the SkillStack® platform and badges are issued.

Through Idaho Advanced Opportunities program and credit for prior learning policies secondary students can receive postsecondary credit for work accomplished during their high school tenure.

Originally, Idaho's high school, college, university, and workforce training educators were the only individuals allowed to validate skills in SkillStack®. These individuals gain authorization to validate skills upon verification and training from the Division. Since the original Perkins V State Plan, we now have other educational and non-CTE entities using the system.

Employers can search the database for individuals that have been awarded badges aligned to the jobs they are trying to fill. The SkillStack® platform will invite those individuals to learn more about the open position by visiting the company's website or location where the job is posted.

e. Describe how the eligible agency will involve parents, academic and career and technical education teachers, administrators, faculty, career guidance and academic counselors, local business (including small businesses), labor organizations, and representatives of Indian Tribes and Tribal organizations, as appropriate, in the planning, development, implementation, and evaluation of its career and technical education programs. (Section 122(d)(12) of Perkins V)

In Idaho, the secondary portion of a program of study is called a pathway and consists of a sequence of courses culminating in a capstone course. Capstone courses are primarily limited to juniors and seniors and require Technical Skills Assessments (TSAs) that test a student's understanding of program standards. The Division, through consultation with industry leaders, postsecondary institutions, and LEAs establishes program standards to align with industry standards, and it is through the standards setting process that the Division develops programs of study for the State of Idaho.
All eligible recipients must verify that special populations have access to all program areas offered in their school through the application process. The Division will work with others to promote and develop resources and training for identifying and eliminating barriers for special populations.

Successful career technical education programs maintain close ties with business and industry and must be integrally linked to their communities and state. Career technical education programs in Idaho are required to incorporate active input for an appropriately qualified business and industry TAC.

An effective TAC reveals local career opportunities, prepares students to enter the workforce, and helps upgrade the skills of workers already employed. The TAC advises the program to ensure it stays up to date in terms of content and training. TAC members also assist in, and advocate for, student, faculty, and program needs. TACs strengthen the working relationships between the career technical education programs and the communities they serve.

TACs at the secondary level are established by a program representative, which is typically the local CTE administrator, teacher, or departmental chairperson. TACs must meet Division guidelines.

f. Include a copy of the local application template that the eligible agency will require eligible recipients to submit pursuant to section 134(b) of Perkins V. See Text Box 4 for the statutory requirements for local applications under section 134(b) of Perkins V.

Copies of the secondary and postsecondary applications are available on the Division's Educator Portal.

g. Include a copy of the comprehensive local needs assessment template and/or guidelines that the eligible agency will require of eligible recipients to meet the requirements of section 134(c) of Perkins V. See Text Box 5 for the requirements for the comprehensive local needs assessment under section 134(c) of Perkins V.

Copies of the comprehensive local needs assessment template and guidelines are available on the Division's Educator Portal.

h. Provide the eligible agency's definition for "size, scope, and quality" that will be used to make funds available to eligible recipients pursuant to section 135(b) of Perkins V.

SIZE
As defined by the Division, at the secondary level, means the recipient must offer a minimum of one Division approved program of study aligned to one state authorized CTSO. LEAs can also be in the application process as determined by the Division to be eligible for funding. Individual courses that constitute a program of study should take into consideration the available space, equipment, technology, safety, and teacher to student ratio for a quality student experience.

At the postsecondary level, means a program approved by the Idaho State Board for Career Technical Education in compliance with Board policy III.G, Postsecondary Program Approval and Discontinuance, that meets the enrollment requirements established by the postsecondary institution and offers a recognized postsecondary credential.

SCOPE
At the secondary level means a program must provide opportunity for postsecondary advancement as evidenced by: at least opportunity to earn college credits under Idaho's Advanced Opportunities program; alignment with business and industry needs as identified in the CLNA; rigorous academic and technical skills aligned with challenging academic and CTE standards (including employability skills); a capstone course within a program of study; a recognized industry or postsecondary credential; participation in work based learning experiences; and identifying one (1) of the three (3) definitions of a high skill, high wage, or in demand occupation in their CLNA.

At the postsecondary level means programs that provide opportunities to earn a degree or certificate, including, but not limited to, Basic Technical Certificate (B.T.C.), Intermediate Technical Certificate (I.T.C.), Advanced Technical Certificate (A.T.C.), or Associate of Applied Science degree (A.A.S.) that: aligns with business and industry needs as identified in the CLNA; includes rigorous academic and technical skills aligned with challenging academic and CTE standards; provides work based learning experiences; and leads to a high skill, high wage, or in demand occupation.

QUALITY
At the secondary level means an educational program that effectively uses data to inform and improve student success, including closing student equity gaps in access and completion and improving attainment of rigorous academic and technical skills. Secondary CTE concentrators, as defined by the

state, demonstrate acceptable levels of proficiency as measured by TSAs.. Authorized CTSOs must align with CTE course curriculum, but are not limited to programs of study offered.

Postsecondary CTE concentrators, as defined by the Division, demonstrate proficiency through earning a degree or certificate (Basic Technical Certificate (B.T.C.), Intermediate Technical Certificate (I.T.C.), Advanced Technical Certificate (A.T.C.), or Associate of Applied Science degree (A.A.S.) .

All secondary and postsecondary recipients must complete or update their CLNA at least every two years, have a TAC for each program of study that meets at least once a year, annually submit program data and analysis showing progress toward performance targets, employ faculty that meet the minimum certification requirements as established by the Division, and must connect to an authorized CTSO that is aligned to course curriculum and led by qualified personnel.

3. Meeting the Needs of Special Populations

a. Describe the eligible agency's program strategies for special populations, including a description of how individuals who are members of special populations—

i. will be provided with equal access to activities assisted under this Act;

ii. will not be discriminated against on the basis of status as a member of a special population;

iii. will be provided with programs designed to enable individuals who are members of special populations to meet or exceed State determined levels of performance described in section 113,

iv. will be provided with appropriate accommodations; and

v. will be provided instruction and work-based learning opportunities in integrated settings that support competitive, integrated employment. (Section 122(d)(9) of Perkins V)

i. All eligible recipients must verify that special populations have access to all program areas offered in their school through the application process. The Division works with organizations that focus on support for special populations such as NAPE, to help identify and eliminate barriers for special populations to participate in CTE programs.

ii. Members of special populations enroll in CTE programs in accordance with their individual interests and not on the basis of their status as members of special populations. The local application requires eligible recipients to describe specific strategies that will be used to prevent discrimination against individuals based on their status as member of special populations.

The Division will provide technical assistance to eligible recipients to enable them to identify and overcome barriers to equitable participation for each student, including barriers based on special population, or on gender, race, color, national origin, disability, and age as required by various civil rights laws. Assistance will also be provided to prevent enrolling special population students into specific career technical education programs based on status rather than interests.

iii. The Division will consult with other Idaho agencies related to special populations to gain a deeper understanding of student needs. Agencies will be invited to provide technical assistance in the Division's efforts to develop and implement training. The Division will provide technical assistance to those agencies.

iv. Secondary and postsecondary programs are required to provide reasonable accommodations in accordance with Individuals with Disabilities Education Act (IDEA)

v. The Division has connected with the Division of Vocational Rehabilitation and other statewide agencies. The Division works with these agencies to promote interagency collaboration between local Perkins recipients and agencies who serve special populations.

4. Preparing Teachers and Faculty

a. Describe how the eligible agency will support the recruitment and preparation of teachers, including special education teachers, faculty, school principals, administrators, specialized instructional support personnel, and paraprofessionals to provide career and technical education instruction, leadership, and support, including professional development that provides the knowledge and skills needed to work with and improve instruction for special populations. (Section 122(d)(6) of Perkins V)

The Division provides professional development opportunities for teachers, faculty, school leaders, and other CTE professionals to build their capacity to use competency-based models. LEA's and postsecondary institutions are encouraged to use Perkins funds to support professional development as defined in the Act (page 5).

The Division works to ensure that school counselors and college and career advisors are equipped to help students understand the value of acquiring workplace readiness and leadership skills including: creative literacy, critical thinking, collaboration, technology, and communication skills. They will also help students take advantage of learning in applied settings, such as work-based learning, including school-based simulated work sites, mentoring, work site visits, job shadowing, project-based learning, and skills-based and paid internships. OSBE collaborates with the Division to provide resources and tools for teachers, school counselors and college and career advisors and other educators to help all students improve instruction and support college and career readiness through the Next Steps Idaho website in alignment with the state college and career readiness competencies.

The Division provides professional development through Leadership Institution. Leadership Institute is a professional development program delivered through the Division that prepares the next generation of district and state career technical education leaders. It is designed to produce forward-thinking and change-oriented leaders through a three-year professional development program. The program consists of three basic components: (1) CTE governance; (2) policy and advocacy; and (3) personal leadership development.

The Division offers new teacher training in several layers to completely support new teachers who enter the classroom directly from industry. These individuals are issued a three-year nonrenewal limited occupational specialist (LOS) teaching certificate for their first three years in the clossroom while earning their standard teaching certificate. Components of the new teacher training program are: (1) Pre-service Academy, which is an online training to instruct new teachers in Idaho's teacher standards, (2) First Camp and First Camp OA (occupational analysis), (3) prescribed teacher training offer through three different formats/platforms, which the new teachers can choose, and (4) a mentoring and coaching program. The teacher training program consists of:

1. Pre-service Academy: This self-paced program is offered completely online. It instructs new teachers in the foundational standards for Idaho teachers.

2. First Camp and First Camp OA: First Camp is a four-day intensive training intended to cover many of the "firsts" of a new teacher's experience. It embarks on the topics they will learn in more depth through their teacher training such as pedagogy, classroom management, instructional planning, and so forth. First Camp OA is a training offered during their second year intended to cover occupational analysis to help new teachers take the content they know from their industry background and turn it into curriculum.
3. Teacher training: New teachers complete a training program of their choice to learn about the learner, pedagogy, classroom management, planning for instruction, and other necessary components of teaching. One option is to complete 12 credits of prescribed university coursework. Another option is to participate in the InSpIRE Ready! program, which is underwritten by the Division. InSpIRE Ready! stands for Industry Specialist Integrating Real-world Experience. Secondary teachers complete the Non-traditional Teacher Preparation Program offered through the College of Southern Idaho. Postsecondary teachers complete a prescribed list of courses offered through CTE Learn, which is the education arm of the Association for Career Technical Education (ACTE).
4. Mentor program: During the first three years while teachers are awarded a three-year LOS certificated. The Division provides a mentor/coach who observes their teaching at least once per semester, provides feedback and coaching, and helps them through their certification process. Mentors are not evaluative, only supportive.

The Division hosts an annual summer conference that provides workshops in broad, overlapping areas such as CTE and academic integration, linking secondary and postsecondary education, workforce development, career advising, quality program improvement, program promotion and management, and current industry-based skill standards.

The Division works with organizations that focus on support for special populations such as NAPE to help identify and eliminate barriers for special populations to participate in CTE programs.

Narrative Descriptions – Fiscal Responsibility

1. Describe the criteria and process for how the eligible agency will approve eligible recipients for funds under this Act, including how—

a. each eligible recipient will promote academic achievement;

b. each eligible recipient will promote skill attainment, including skill attainment that leads to a recognized postsecondary credential; and

c. each eligible recipient will ensure the local needs assessment under section 134 takes into consideration local economic and education needs, including, where appropriate, in-demand industry sectors and occupations. (Section 122(d)(5) of Perkins V)

Local applications and CLNAs are two separate documents used to inform projects funded through the Act. Project descriptions and budgets must be submitted on an annual basis and must include information on how needs identified in the CLNA determined which projects to fund. All applications go through a two step process of approval. Recipients must be approved through a local application.

Applications and CLNAs will be reviewed by Program Quality Managers, the Program Director of Perkins and Methods of Administration, and other Division personnel as applicable. Reviews assess:

- The recipient's qualifying program of study.
- The accuracy of the list of programs of study in the application.
- Presence, accuracy, and reasonableness of the information as required by section 134 of the Act.

Project descriptions and budgets will be reviewed by Program Quality Managers, the Program Director of Perkins and Methods of Administration, and other Division personnel as applicable to determine:

- Connectivity to the application and CLNA.
- Completeness of project.
- Allowability and accuracy of proposed project budgets.

Eligible recipients must offer CTE programs that include rigorous, sequential CTE content aligned with state content standards as applicable to the program area.

Programs of study must meet the Division standards and will be evaluated on a regular basis by Program Quality Managers assigned to one of the seven (7)discipline areas. All secondary concentrators must demonstrate industry-determined levels of proficiency as measured by TSAs.

Postsecondary concentrators demonstrate proficiency through any of the following: earning a microcredential; Basic Technical Certificate; Intermediate Technical Certificate; Advanced Technical Certificate; or an Associate of Applied Science Degree (A.A.S.) Completion of an A.A.S. degree may lead to a Bachelor of Applied Technology Degree (B.A.T.) or Bachelor of Applied Science Degree (B.A.S.).

2. Describe how funds received by the eligible agency through the allotment made under section 111 of the Act will be distributed—

a. among career and technical education at the secondary level, or career and technical education at the postsecondary and adult level, or both, including how such distribution will most effectively provide students with the skills needed to succeed in the workplace; and

b. among any consortia that may be formed among secondary schools and eligible institutions, and how funds will be distributed among the members of the consortia, including the rationale for such distribution and how it will most effectively provide students with the skills needed to succeed in the workplace. (Section 122(d)(8) of Perkins V)

Funds made available under Section 111 of the Act will be allocated to both secondary and postsecondary and adult career technical education programs. Of the funds available under Section 112(a)(1), 15 percent will be reserved in accordance with Section 112(c). The remaining funds will be allocated 65 percent to secondary education recipients and 35 percent to postsecondary education recipients.

Idaho's allocation of funds to secondary and postsecondary recipients reflects historical data analysis with a basis in career technical education full-time equivalent (FTE) positions funded by both State and Federal agencies.

Idaho encourages any LEA, including public charter schools, not meeting the minimum allocation amount of $15,000 (Sec. 131(c)(1)) to enter into a consortium with other LEAs for the purpose of meeting the minimum allocation amount. LEAs, in accordance with Section 131(f)(1) of the Act, are encouraged to operate programs that are of sufficient size, scope, and quality to be effective

or to participate in a Career Technical Center. Funds distributed to individual LEAs within the consortium must be pooled to meet the minimum allocation requirement. Funds shall be used only for purposes and projects mutually beneficial to all consortium members. Such funds may not be reallocated to individual members of the consortium for purposes or projects benefiting only one member of the consortium.

Waivers of the minimum allocation amount will only be granted in those instances where the LEA has an approved program of study that is of sufficient size, scope, and quality, and can demonstrate they are unable to enter into a consortium agreement. Documentation of the attempt(s) to enter into an agreement will be required. Waivers are based on the LEA's ability to enter into an agreement.

Postsecondary institutions must meet the $50,000 minimum allocation amount (Sec. 132(c)(1)) to be eligible for Perkins funds.

Allocation amounts are calculated in accordance with section 131(a)-(e). Reserve fund amounts are provided for those districts designated as rural or remote. Values are based on the initial assumption that all local education agencies have a program of study and may be used to help determine if a program of study is appropriate. Final funding distributions are made to local education agencies with an approved program or an approved plan to start a program. Allocations will be updated annually to reflect the Idaho allotment amount as determined by the US Secretary of Education.

3. Describe how the eligible agency will adjust the data used to make the allocations to reflect any changes in school district boundaries that may have occurred since the population and/or enrollment data was collected, and include local education agencies without geographical boundaries, such as charter schools and secondary schools funded by the Bureau of Indian Education. (Section 131(a)(3) of Perkins V)

The Division will update data annually based on the US Census data and state enrollment data to verify eligible local education agencies. This includes local education agencies without geographic borders by using actual enrollment and population data based on a percentage of the local population.

Idaho charter schools may be authorized through the Idaho Public Charter School Commission or authorized by a school district Board of Trustees. Charter schools approved by the Idaho Public Charter School Commission are separate local education agencies with attendance areas that may overlap multiple school district boundaries. Charter schools authorized by a school district may be identified as separate local education agencies, however, their attendance boundaries fall within the authorizing school district's boundaries. Virtual charter schools are approved by the Idaho Public Charter School Commission and attendance area covers the entire state.

For purposes of Perkins V funds, charter schools authorized by the school district board of trustees are considered to be the same as all other schools within the school district. Charter schools operating approved career technical education programs that are authorized by the Idaho Public Charter School Commission may qualify for separate allocations.

4. If the eligible agency will submit an application for a waiver to the secondary allocation formula described in section 131(a)—

a. include a proposal for such an alternative formula; and

b. Describe the process and criteria to be used for approving locally developed programs of study or career pathways (see Text Box 3 for the statutory definition of career pathways under section 3(8) of Perkins V), including how such programs address State workforce development and education needs and the criteria to assess the extent to which the local application under section 1328 will—

Also indicate if this is a waiver request for which you received approval under the prior Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV).

Idaho is not requesting a waiver at this time.

5. If the eligible agency will submit an application for a waiver to the postsecondary allocation formula described in section 132(a)—

a. include a proposal for such an alternative formula; and

b. describe how the formula does not result in a distribution of funds to the eligible institutions or consortia with the State that have the highest numbers of economically disadvantaged individuals and that an alternative formula will result in such a distribution. (Section 132(b) of Perkins V)

Also indicate if this is a waiver request for which you received approval under the prior Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV).

Idaho is not requesting a waiver at this time.

6. If the eligible agency will award reserve funds to eligible recipients under section 112(c) of Perkins V, describe the process and criteria for awarding those funds.

Secondary eligible recipients

The Division reserves funds in accordance with Section 112(c) of Perkins V to carry out multiple functions. Primarily, funds will be used to bring rural and remote secondary recipients with a program of study of sufficient size, scope, and quality, to a minimum level of funding. Each rural school district will receive a minimum of $7,500 and each remote district will receive a minimum of $15,000 in order to promote the development, implementation, and adoption of programs of study. Rural districts receiving less than the minimum amount are encouraged to enter a consortium agreement with at least one other district to meet the eligibility funding level established by Perkins V of $15,000 (Section 131(c)(1)). Remote districts are not required to enter into a consortium, but may choose to do so.

Waivers to the minimum allocation amount will only be granted in those instances where the LEA has an approved program of study that is of sufficient size, scope, and quality, and can demonstrate they are unable to enter into a consortium agreement. Documentation of the attempt(s) to enter into an agreement will be required. Waivers are based on the LEA's ability to enter into an agreement, not their willingness.

Postsecondary eligible recipients

A portion of reserve funds will be used to facilitate the transition of career technical education students from secondary to postsecondary programs. Transition projects for reserve funds must be submitted annually.

Remaining funds will be used for additional projects as determined by the Division

Postsecondary recipients may receive reserve funds for approved CTE programs as long as they meet at least one of the following criteria in each subsection below:
(1) in—
(a) rural areas;
(b) areas with high percentages of CTE concentrators or CTE participants
(c) areas with high numbers of CTE concentrators or CTE participants
(d) areas with disparities or gaps in performance as described in section 113(b)(3)(C)(ii)(II); and

2) in order to—
a) foster innovation through the identification and promotion of promising and proven career technical education programs, practices, and strategies, which may include programs, practices, and strategies that prepare individuals for nontraditional fields; or
b) promote the development, implementation, and adoption of programs of study or career pathways aligned with State-identified high-skill, high-wage, or in-demand occupations or industries.

Purpose of Transition Funds
1) Transition secondary career technical students to postsecondary CTE programs.
2) Primary focus on student access to advanced opportunities that directly benefits a student's postsecondary goals and reduces cost of obtaining a postsecondary credential.
3) This project will commit to the equivalent of at least one (1) full-time position for the oversight of the project.

7. Provide the State's fiscal effort per student, or aggregate expenditures for the State, that will establish the baseline for the Secretary's annual determination on whether the State has maintained its fiscal effort, and indicate whether the baseline is a continuing level or new level. If the baseline is new, please provide the fiscal effort per student, or aggregate expenditures for the State, for the preceding fiscal year. (Section 211(b)(1)(D) of Perkins V)

The Division maintains effort in aggregate expenditures and reports these expenditures on the Consolidated Annual Report. The baseline is a continuing level determined annually from the prior fiscal year's appropriation.

Narrative Descriptions – Accountability for Results

1. Identify and include at least one (1) of the following indicators of career and technical education program quality—

a. the percentage of CTE concentrators (see Text Box 6 for the statutory definition of a CTE concentrator under section 3(12) of Perkins V) graduating from high school having attained a recognized postsecondary credential;

b. the percentage of CTE concentrators graduating high school having attained postsecondary credits in relevant career and technical education programs and programs of study earned through a dual or concurrent enrollment program or another credit transfer agreement; and/or

c. the percentage of CTE concentrators graduating from high school having participated in work-based learning. (Section 113(b)(2)(A)(iv)(I) of Perkins V)

Include any other measure(s) of student success in career and technical education that are statewide, valid, and reliable, and comparable across the State. (Section 113(b)(2)(A)(iv)(II) of Perkins V) Please note that inclusion of "other" program quality measure(s) is optional for States.

Provide the eligible agency's measurement definition with a numerator and denominator for each of the quality indicator(s) the eligible agency selects to use.

Idaho is using the following indicators of CTE program quality: 1.b

Idaho has determined the percentage of CTE concentrators graduating high school having attained postsecondary credits as one of the indicators of program quality.

Numerator: The number of CTE concentrators who graduated from high school having attained postsecondary credits in the relevant CTE program of study earned through a dual credit or another credit transfer agreement.

Denominator: The number of CTE concentrators who graduated from high school.

ISEE: Count of CTE concentrators having College Credit issued in their relevant CTE program of study. At this time, the Division is unable to use OSBE data for credits earned since credits could be earned in a variety of classes (ex. Spanish).

SkillStack®: Includes stacked microcredentials through the Board's established credit for prior learning process.

Idaho has also selected the applicable TSA as a measure of student success as a statewide, valid, and reliable assessment that is comparable across the State.

Numerator: The number of CTE concentrators who passed the TSA during the reporting year.

Denominator: The number of CTE concentrators who took the TSA during the reporting year.

The Division will calculate participation rates separately from federal measures. For students that left school or had a schedule change, they will be excluded from the participation rate.

Data Source/Criteria
ISEE: Student demographics (gender, race, special populations)

CTECS (assessment vendor): Provide pass rates, includes retake score.

Idaho does not currently have reliable systems for tracking performance indicators related to recognized postsecondary credential attainment or work-based learning participation. A statewide work-based learning system is in the early stages of development and may provide more opportunities for assessing program quality in the future.

2. Provide on the form in Step 4b, for each year covered by the State plan beginning in FY 2024, State determined performance levels or each of the secondary and postsecondary core indicators, with the levels of performance being the same for all CTE concentrators in the State. (Section 113(b)(3)(A)(i)(I) of Perkins V)

Secondary Indicators	24/25	25/26	26/27	27/28
1S1: Four Year Graduation Rate	94.8%	94.9%	95.0%	95.1%
2S1: Academic Proficiency – Reading/Language Arts	64.9%	65.9%	66.9%	67.3%
2S2: Academic Proficiency – Mathematics	38.0%	39.5%	40.1%	42.4%
2S3: Academic Proficiency – Science	39.0%	39.8%	40.8%	41.8%
3S1: Post-Program Placement	74.7%	74.8%	75.0%	75.2%
4S1: Non-Traditional Program Concentration	25.3%	25.6%	25.9%	26.2%
5S2: Attained Postsecondary Credits	43.0%	44.0%	44.5%	46.0%
5S4: Technical Skills Assessment	73.0%	74.0%	74.5%	75.0%

Postsecondary Indicators	24/25	25/26	26/27	27/28
1P1: Postsecondary Retention and Placement	80.6%	80.7%	80.8%	80.9%
2P1: Earned Recognized Postsecondary Credential	42.8%	42.9%	43.0%	43.1%
3P1: Non-Traditional Program Concentration	15.2%	15.3%	15.4%	15.6%

3. Describe the procedure the eligible agency adopted for determining State determined levels of performance described in section 113 of Perkins V, which at a minimum shall include—

a. a description of the process for public comment under section 113(b)(3)(B) of Perkins V as part of the development of the State determined levels of performance (see Text Box 7 for the statutory requirements for consultation on State determined performance levels under section 113(b)(3)(B) of Perkins V);

b. an explanation for the State determined levels of performance that meet each of the statutory requirements in Text Box 8; and

c. a description of how the State determined levels of performance set by the eligible agency align with the levels, goals and objectives other Federal and State laws, (Section 122(d)(10) of Perkins V).

As part of the procedures for determining State determined levels of performance, describe the process that will be used to establish a baseline for those levels.

In the spring of 2019, the Division began outreach efforts with a discussion of performance measure definitions and the selection of which quality of program measure Idaho would use for secondary concentrators. In October of 2019, based on feedback received from stakeholders, the Division selected postsecondary credits as our quality measure. Measurement Guides were developed in November based on feedback before analyzing baseline data in December. Baseline data includes an average of two to four years of data, depending on the specific measure. Secondary baseline data for academic achievement is dependent upon data entered into the statewide system in compliance with federal and state code, including demographic information.

In January 2020, the Division finalized baseline performance levels and announced the opening of the public comment period by email to stakeholders and posting to the Division website. The Division's winter outreach included a workshop for secondary and postsecondary stakeholders to assist in the review and analysis of their individualized data reports, including a reminder of the timeline for public comment periods for performance levels and the state plan.

In January 2024, the Division updated baseline measures using data collected over the prior three school years (20/21 to 22/23) and proposed State determined performance levels for the next four years. This was announced along with the public comment period as part of the revised State Plan. Secondary and postsecondary programs were provided the proposed baseline measures and given an opportunity to provide additional comment. The Division will be reviewing recipient's individualized reports for the CLNA and disaggregated data analysis.

4. Provide a written response to the comments regarding State determined performance levels received during the public comment period pursuant to section 113(b)(3)(B) of Perkins V. (Section 113(b)(3)(B)(iii) of Perkins V).

As part of the written response, include a description of any the changes made to the State determined performance levels as a result of stakeholder feedback.

Comments for the 2024 Idaho State Plan are found in Appendix A.

5. Describe how the eligible agency will address disparities or gaps in performance as described in section 113(b)(3) (C)(ii)(II) of Perkins V in each of the plan years, and if no meaningful progress has been achieved prior to the third program year, a description of the additional actions the eligible agency will take to eliminate these disparities or gaps. (Section 122(d)(11) of Perkins V)

As part of the written response, and pursuant to the Report of the Senate Committee on Health, Education, Labor, and Pensions (HELP),9 the eligible agency could indicate that it will analyze data on the core indicators of performance to identify gaps in performance, explain how they will use evidence-based research to develop a plan to provide support and technical assistance to eligible recipients to address and close such gaps, and how they will implement this plan. The eligible agency is not required to submit a new State plan prior to the third program year in order to address this requirement.

The Division uses evidence-based research to provide technical assistance to address disparities and gaps in performance.

GLOSSARY

CAREER AND TECHNICAL STUDENT ORGANIZATION (CTSO) (Perkins Sec. 3.6)
An organization for individuals enrolled in a career and technical education program that engages in career and technical education activities as an integral part of the instructional program.

CAREER PATHWAY (Perkins Sec. 3.8)
The term ''career pathways'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
(Workforce Innovation and Opportunity Act (WIOA) Sec. 3.7)
(7) CAREER PATHWAY. —The term ''career pathway'' means a combination of rigorous and high-quality education, training, and other services that—

(A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
(B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the ''National Apprenticeship Act''; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an ''apprenticeship'', except in section 171);
(C) includes counseling to support an individual in achieving the individual's education and career goals;
(D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
(E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
(F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
(G) helps an individual enter or advance within a specific occupation or occupational cluster.

CLUSTER PROGRAM (SBOE Policy VII.B.2.)
As defined by the Board policy , cluster program: provides introductory and intermediate courses as an introduction to a career technical area and the opportunity to learn workplace readiness expectations.
i. Consist of a variety of foundational and intermediate courses within a single Career Cluster. The program does not culminate in a capstone course.
ii. Offer a program that is three or more semesters (or the equivalent) in length.
iii. Demonstrate a strong career/workplace readiness skills alignment.
iv. Participate in a related Career Technical Student Organization.
v. Maintain an active Technical Advisory Committee to guide program development and foster industry engagement.
vi. Require a nationally validated, industry-based Workplace Readiness Assessment created to evaluate skills and attitudes needed for success in the workplace administered by an approved developer as part of the program.

CREDIT TRANSFER AGREEMENT (Perkins Sec. 3.11)
A formal agreement, such as an articulation agreement, among and between secondary and postsecondary education institutions or systems that grant students transcripted postsecondary credit, which may include credit granted to students in dual or concurrent enrollment programs or early college high school, dual credit, articulated credit, and credit granted on the basis of performance on technical or academic assessments.

CTE CONCENTRATOR (Perkins Sec. 3.12)
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(A) at the secondary school level, a student served by an eligible recipient who has completed at least 2 courses in a single career and technical education program or program of study; and
(B) at the postsecondary level, a student enrolled in an eligible recipient who has—
(i) earned at least 12 credits within a career and technical education program or program of study; or
(ii) completed such a program if the program encompasses fewer than 12 credits or the equivalent in total.

CTE PARTICIPANT (Perkins Sec. 3.13)
An individual who completes not less than one course in a career and technical education program or program of study of an eligible recipient.

DISPLACED HOMEMAKER (Workforce Innovation and Opportunity Act (WIOA) Sec. 3.16)
An individual who has been providing unpaid services to family members in the home and who has been dependent on the income of another family member but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

DUAL OR CONCURRENT ENROLLMENT (DUAL CREDIT) PROGRAM (Perkins Sec. 3.15)
The term ‘‘dual or concurrent enrollment program’’ has the meaning given the term in section 8101 of the Elementary and Secondary Education Act of 1965. (Elementary and Secondary Education Act of 1965 (ESEA) Sec. 8101.15)
A program offered by a partnership between at least one institution of higher education and at least one local educational agency through which a secondary school student who has not graduated from high school with a regular high school diploma is able to enroll in one or more postsecondary courses and earn postsecondary credit that—
(A) is transferable to the institutions of higher education in the partnership; and
(B) applies toward completion of a degree or recognized educational credential as described in the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.).

ELIGIBLE INSTITUTION (Perkins Sec. 3.20)
(A) A consortium of 2 or more entities described in subparagraphs (B) through (F):
(B) a public or nonprofit private institution of higher education that offers and will use funds provided under this title in support of career and technical education courses that lead to technical skill proficiency or a recognized postsecondary credential, including an industry-recognized credential, a certificate, or an associate degree, except that, for the purpose of section 132, the term “recognized postsecondary credential” as used in this subparagraph shall not include a baccalaureate degree;
(C) a local educational agency providing education at the postsecondary level;
(D) an area career and technical education school providing education at the postsecondary level;
(E) an Indian Tribe, Tribal organization, or Tribal education agency that operates a school or may be present in the State;
(F) a postsecondary educational institution controlled by the Bureau of Indian Education or operated by or on behalf of any Indian Tribe that is eligible to contract with the Secretary of the Interior for the

administration of programs under the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) or the Act of April 16, 1934 (25 U.S.C. 5342 et seq.);
(G) a tribally controlled college or university; or
(H) an educational service agency.

ELIGIBLE RECIPIENT (Perkins Sec. 3.21)
(A) A local educational agency (including a public charter school that operates as a local educational agency), an area career and technical education school, an Indian Tribe, Tribal organization, or Tribal education agency or consortium, eligible to receive assistance under 131; or
(B) an eligible institution or consortium of eligible institution eligible to receive assistance under section 132.

ENGLISH LEARNER (Perkins Sec. 3.22)
(A) a secondary school student who is an English learner, as defined in section 8101 of the Elementary and Secondary Education Act of 1965; or
(B) an adult or an out-of-school youth who has limited ability in speaking, reading, writing, or understanding the English language and—
(i) whose native language is a language other than English; or
(ii) who lives in a family environment or community in which a language other than English is the dominant language.

HIGH-SKILL (Division defined)
A program that leads to a career that uses an industry validated curriculum meeting standards developed by educators and industry under direction of the Division with multiple entry and exit points resulting in industry recognized certificates, credentials, degrees or apprenticeships beyond a high school diploma.

HIGH-WAGE (Division defined)
A career provides a wage that meets or exceeds the county average wage.

IN-DEMAND INDUSTRY SECTOR OR OCCUPATION (Perkins Sec. 3.26)
The term ''in-demand industry sector or occupation'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
(Workforce Innovation and Opportunity Act (WIOA) Sec. 3.7)
(A) IN GENERAL.—The term ''in-demand industry sector or occupation'' means—
(i) an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or
(ii) an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.

INDIVIDUAL WITH A DISABILITY (Perkins Sec. 3.28)
(A) An individual with any disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).
(B) INDIVIDUALS WITH DISABILITIES. —The term 'individuals with disabilities'' means more than 1 individual with a disability.

INSTITUTION OF HIGHER EDUCATION (Perkins Sec. 3.30)
The term ''institution of higher education'' has the meaning given the term in section 101 of the Higher Education Act of 1965.

LOCAL EDUCATIONAL AGENCY (Perkins Sec. 3.32)
The term ''local educational agency'' (LEA) has the meaning given the term in section 8101 of the Elementary and Secondary Education Act of 1965.

NON-TRADITIONAL FIELDS (Perkins Sec. 3.33)
Occupations or fields of work, such as careers in computer science, technology, and other current and emerging high skill occupations, for which individuals from one gender comprise less than 25 percent of the individuals employed in each such occupation or field of work.

OUT-OF-SCHOOL YOUTH (Perkins Sec. 3.35)
The term ''out-of-school youth'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).

OUT-OF-WORKFORCE INDIVIDUAL (Perkins Sec. 3.36)
(A) An individual who is a displaced homemaker, as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102); or
(B) an individual who—

(i)(I) has worked primarily without remuneration to care for a home and family, and for that reason has diminished marketable skills, or

(II) is a parent whose youngest dependent child will become ineligible to receive assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) not later than 2 years after the date on which the parent applies for assistance under such title; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

PARAPROFESSIONAL (Perkins Sec. 3.37)
The term ''paraprofessional'' has the meaning given the term in section 8101 of the Elementary and Secondary Education Act of 1965. (Elementary and Secondary Education Act of 1965 (ESEA) Sec. 8101.37)
The term "paraprofessional", also known as a "paraeducator", includes an education assistant and instructional assistant.

PATHWAY PROGRAM (SBOE Policy VII.C.)
A pathway program provides specific career area occupational preparation, the opportunity to learn workplace readiness expectations, and the knowledge and skill development required to transition into a similar postsecondary program.

POSTSECONDARY EDUCATIONAL INSTITUTION (Perkins Sec. 3.39)
(A) An institution of higher education that provides not less than a 2-year program of instruction that is acceptable for credit toward a bachelor's degree;
(B) a tribally controlled college or university; or
(C) a nonprofit educational institution offering certificate or other skilled training programs at the postsecondary level.

PROFESSIONAL DEVELOPMENT (Perkins Sec. 3.40)
The term ''professional development'' means activities that—

(A) are an integral part of eligible agency, eligible recipient, institution, or school strategies for providing educators (including teachers, principals, other school leaders, administrators, specialized instructional support personnel, career guidance and academic counselors, and paraprofessionals) with the knowledge and skills necessary to enable students to succeed in career and technical education, to meet challenging State academic standards under section 1111(b)(1) of the Elementary and Secondary Education Act, or to achieve academic skills at the postsecondary level; and
(B) are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and classroom focused, to the extent practicable evidence-based, and may include activities that--

(i) improve and increase educator'—
(I) knowledge of the academic and technical subjects;
(II) understanding of how students learn; and
(III) ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;

(ii) are an integral part of eligible recipients' improvement plans;
(iii) allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
(iv) support the recruitment, hiring, and training of effective educators, including educators who became certified through State and local alternative routes to certification;
(v) advance educator understanding of—
(I) effective instructional strategies that are evidence-based; and
(II) strategies for improving student academic and technical achievement or substantially increasing the knowledge and teaching skills of educators;

(vi) are developed with extensive participation of educators, parents, students, and representatives of Indian Tribes (as applicable), of schools and institutions served under this Act;
(vii) are designed to give educators of students who are English learners in career and technical education programs or programs of study the knowledge and skills to provide instruction and appropriate language and academic support services to those students, including the appropriate use of curricula and assessments;
(viii) as a whole, are regularly evaluated for their impact on increased educator effectiveness and improved student academic and technical achievement, with the findings of the evaluations used to improve the quality of professional development;
(ix) are designed to give educators of individuals with disabilities in career and technical education programs or programs of study the knowledge and skills to provide instruction and academic support services to those individuals, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;
(x) include instruction in the use of data and assessments to inform and instruct classroom practice;
(xi) include instruction in ways that educators may work more effectively with parents and families;
(xii) provide follow-up training to educators who have participated in activities described in this paragraph that are designed to ensure that the knowledge and skills learned by the educators are implemented in the classroom;
(xiii) promote the integration of academic knowledge and skills and relevant technical knowledge and skills, including programming jointly delivered to academic and career and technical education teachers; or
(xiv) increase the ability of educators providing career and technical education instruction to stay current with industry standards.

PROGRAM OF STUDY (Perkins Sec. 3.41)
A coordinated, nonduplicative sequence of academic and technical content at the secondary and postsecondary level that—

(A) incorporates challenging State academic standards, including those adopted by a State under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965;
(B) addresses both academic and technical knowledge and skills, including employability skills;
(C) is aligned with the needs of industries in the economy of the State, region, Tribal community, or local area;
(D) progresses in specificity (beginning with all aspects of an industry or career cluster and leading to more occupation-specific instruction);
(E) has multiple entry and exit points that incorporate credentialing; and
(F) culminates in the attainment of a recognized postsecondary credential.

RECOGNIZED POSTSECONDARY CREDENTIAL(Perkins Sec. 3.43)
The term ''recognized postsecondary credential'' has the meaning given the term in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).(Workforce Innovation and Opportunity Act (WIOA) Sec. 3.7)The term ''recognized postsecondary credential'' means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.

REMOTE SCHOOL DISTRICT (Division defined)
A rural district isolated from the other districts of the state because of geographical or topographical conditions. Districts are considered remote when the distance between district offices is equal to or greater than 25 miles on a continuous all-weather surface road.

RURAL SCHOOL DISTRICT (Idaho Code §33-319)
(1) A school district shall be considered a rural school district if it meets one (1) of the following two (2) criteria:

(a) There are fewer than twenty (20) enrolled students per square mile within the area encompassed by the school district's boundaries; or
(b) The county in which a plurality of the school district's market value for assessment purposes is located contains less than twenty-five thousand (25,000) residents, based on the most recent decennial United States census.

(2) A public charter school shall be considered a rural public charter school if the school district in which the public charter school is physically located meets the definition of a rural school district, pursuant to subsection (1) of this section. A public charter school that is also a virtual school shall be considered a rural public charter school if over fifty percent (50%) of its enrolled students reside within school districts that meet the definition of a rural school district pursuant to subsection (1) of this section.

SPECIAL POPULATIONS (Perkins Sec. 3.48)
The term "special populations" means—
(A) individuals with disabilities;
(B) individuals from economically disadvantaged families, including low-income youth and adults;
(C) individuals preparing for non- traditional fields;
(D) single parents, including single pregnant women;
(E) out-of-workforce individuals;
(F) English learners;

(G) homeless individuals described in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
(H) youth who are in, or have aged out of, the foster care system; and
(I) youth with a parent who—
(i) is a member of the armed forces (as such term is defined in section 101(a)(4) of title 10, United States Code); and
(ii) is on active duty (as such term is defined in section 101(d)(1) of such title).

WORK-BASED LEARNING (Perkins Sec. 3.55)
Sustained interactions with industry or community professionals in real workplace settings, to the extent practicable, or simulated environments at an educational institution that foster in-depth, firsthand engagement with the tasks required in a given career field, that are aligned to curriculum and instruction.

APPENDIX A

PUBLIC COMMENTS RECEIVED

The following public comments were received on the Idaho State Plan Perkins V. There were no relevant public comments noted during the public hearing which took place on February 7, 2024.

From: Leanne Kendall
Sent: Tuesday, January 30, 2024 8:15 AM
To: Stakeholder Input <Stakeholderinput@cte.idaho.gov>
Subject: CTE feedback

I appreciate all you do to grow our Career Technical Education Programs. I have seen first hand how they truly impact students' lives for the better. My only feedback is that I think they need to pay instructors more so that they can get qualified, quality people that stay teaching. People can make way more working in industry and I think the wages for teachers need to be more competitive.

Thank you for your consideration.

IDCTE: Thank you for your comment.

From: Brian Sullivan <bsullivan@caldwellschools.org>
Sent: Tuesday, January 30, 2024 8:40 AM
To: Stakeholder Input <Stakeholderinput@cte.idaho.gov>
Subject: Re: We're now accepting public comments on the Perkins V State Plan

Good Morning Mr.Long,
With the changes coming, I am wondering if Perkins funds can now be used for CTSO costs since we cannot charge students for required items and all CTSO's have fees, events, travel etc involved. If so, how would this work?
Thank you and have a good day

IDCTE: Thank you for your comment. Perkins V allows for career technical student organization costs. More information regarding allowable costs can be found in IDCTE resources.

From: Kyle Stapleton
Sent: Tuesday, January 30, 2024 11:57 AM
To: Stakeholder Input <Stakeholderinput@cte.idaho.gov>
Subject: Perkins V State Plan

To whom it may concern,

My name is Kyle Stapleton and I teach Agriculture Science and Technology at Nezperce High School in Nezperce, ID. I would like to thank you for opening up comments about the current Perkins V State Plan.

In 2018-2019, Idaho CTE worked with the different CTE programs in the state. However, a lot of small rural schools' concerns about the plan fell on deaf ears. The way the plan was written required CTE programs to initiate a pathway into their program and required students to take a capstone course followed by a Technical Skill Assessment. I completely understand this concept for a large school district that can provide specific classes to follow a pathway. However, small rural schools in Idaho struggle to only teach those classes in a specific pathway. We are negating other possibilities for students by doing this. I liken the concept to a foot-wide, mile-deep education. Let me explain. If I teach an animal science pathway, students are required to take an introductory course, an intermediate course, and a capstone course only in that pathway. Therefore, it limits opportunities for students who do not want to follow that specific pathway. We lose enrollment in CTE programs by doing this. Those students are going deeper into animal science than students who may take an animal science class to capture a science credit or to see if animal science interests them. In Nezperce, we offer chemistry to juniors and seniors on alternating years as well as botany and zoology on alternating years. Students have to choose between taking chemistry or botany or physics and zoology. Therefore, students have to choose as a junior and senior on which science credits they would like to obtain. You might say it is a scheduling problem but that is the only way it can work with limited teachers and limited students. We have tried to correct the situation but it just won't work in a small rural town.

Myself, my Technical Advisory Committee, and Administration prefer the mile-wide foot-deep education at the high school level. We want to provide as many classes as possible to the different students to provide possible interest in agriculture. By limiting the classes that can be offered because of a pathway, we are limiting the different opportunities students can scratch the surface in to see if they are interested in that agricultural avenue: the more classes taught, the more chances of gaining interest in agriculture.

As it is now, I have an agriculture leadership and communications pathway and am teaching the corresponding capstone course. After doing surveys with students, I had one student interested in learning more about agriculture leadership and communications. Thus, limiting 11 other students from potential other learning avenues. I had students interested in Agriculture Sales, Agriculture Marketing, Botany, and others. However, because of the specific pathway, 11 students are taking the class to obtain an agriculture class to remain in FFA when they could be taking a class that potentially creates a career pathway.

Therefore, it would be best for small rural schools in Idaho to be allowed to continue with cluster programs and receive Perkins funding.

I do know that the state can write the plan in how it best suits students as other states surrounding Idaho have continued with cluster programs and received Perkins funding. Idaho recognizes the Workplace Readiness Technical Skill Assessment which I have used for the last 4 years. However, this will be the first year that students will take the

Agriculture Leadership and Communication Technical Skill Assessment as I was forced to follow the pathway to receive Perkins V funding.
Small rural schools have an added cost budget of typically $15,000. Perkins funding is generally utilized to keep up with industry-quality equipment so students can go directly into the workplace and be confident to work with newer industry-standard equipment.
--
Kyle Stapleton
Nezperce High School AST
NAAE Region I Vice President
208-937-2551
208-791-6764 (Cell)

IDCTE: Thank you for your comment. Perkins V requires eligible recipients to have not less than 1 program of study (Perkins V Sec. 1349(b)(2). Funding for career technical education is further directed by allowability costs and a local education agency's comprehensive local needs assessment.

From: Brian Sullivan <
Sent: Tuesday, February 20, 2024 10:17 AM
To: Stakeholder Input <Stakeholderinput@cte.idaho.gov>
Subject: Comment on the Idaho Perkins V State Plan by Feb. 23

Greetings,
The following is related to the Proposed Perkins V plan and how it translates to programs statewide.

Middle School

Students may also participate in career exploration through middle school. Idaho public schools are required to provide career exploration courses to students in grade 7 and grad 8.

This would be a great time for the state to introduce the course for 7-8 Middle School 221510 First Steps: Understanding the World of Work through Career and Technical Education (CTE) 7,8

QUALITY As defined by the Division, means at the secondary level an educational program that effectively uses data to inform and improve student success including closing student equity gaps in access and completion and improving attainment of rigorous academic and technical skills. Secondary CTE concentrators, as defined by the state, demonstrate acceptable levels of proficiency as measured by TSAs. Authorized CTSOs must align with CTE course curriculum, but are not limited to programs of study offered.

With a recent test security violation, is there any provision in Perkins V or beyond for programs that may not be able to administer the TSA due to circumstances beyond their control.

All secondary and postsecondary recipients must complete or update their (CLNA) at least every two years, have a TAC for each program of study that meets at least once a year, annually submit program data and analysis showing progress toward performance targets, employ faculty that meet the minimum certification requirements as established by the Division, must connect to an authorized CTSO that is aligned to course curriculum and led by qualified personnel

It was recently observed in proposed standards (pharmacy technician) that CTSO participation and competing in at least the state leadership conference (SLC) is required. So, if program quality is judged on the standards; then the question arises, how will the membership fees, travel and other associated costs be paid for. I recently observed a CTSO board conversation relating to the significant costs related to CTSO participation and travel. Since CTSO's are co-curricular and we cannot charge students for this, all programs will need funding for participation, how will this be provided?

Thank you and have a good day

IDCTE: Thank you for your comment. Perkins V allows for career technical student organization costs. More information regarding allowable costs can be found in IDCTE resources.

From: Stephanie Lathrop
Sent: Friday, February 23, 2024 6:00 PM
To: Stakeholder Input <Stakeholderinput@cte.idaho.gov>
Cc: Jeffrey Ober <jrober@lcsc.edu>
Subject: 3P1 Percentage increase concern

Good Afternoon,

I would like to submit a comment about raising the 3P1 SPDL to 15.1% (90%=13.59%) along with the subsequent increases.

In Nez Perce and Asotin County (WA), where the majority of our population comes from, there is a large wage disparity between NTBG populations. When tasked with addressing barriers for this population, I put together a task force of my peers (and a student representative) who work directly with students as well as upper administration. We further analyze these percentages of male and female attendees, look for gaps/barriers and discuss how we can improve the presence of males in traditionally female careers and continue to promote females in traditionally male careers. It was in one of these meetings that a member postulated that the reason we do not have enough males in traditionally female careers, is due to a large wage disparity.

It is true; males in traditionally female careers make substantially less money than their female counterparts. I've attached an analysis of our local employment annual wage

distribution for comparison that shows the average median annual income is $18,144.70 less for males in these NTBG careers.

This has been an ongoing trend as the following analysis, completed in 2021, shows a similar wage disparity.

Average Salary for:	Lewiston 10th	Lewiston Median	Lewiston 90th	Regional 10th	Regional Median	Regional 90th	State 10th	State Median	State 90th
Males in Trad Female Careers	34,182.64	39,760.14	59,010.44	31,269.22	44,427.92	62,795.59	28,296.67	41,641.87	72,109.29
Females in Trad Male Careers	34,259.05	53,378.85	82,762.22	36,400.77	57,079.11	86,574.58	38,953.47	59,790.91	93,794.80

As expected, LCSC exceeds the percentage of females in traditionally male CTE programs, however male attendance in traditionally female CTE programs is exceedingly low. Given the current economy, I would expect to see that trend, as well as overall low numbers in this category to continue as it has since 2015.

ID State CTE SDPL LCSC Performance		FY15 Perf Level	FY16 Perf Level	FY17 Perf Level	FY18 Perf Level	FY18/19 Perf Level	State Perf Levels
1P1	Technical Skill Attainment	92.31%	85.14%	84.11%	89.13%	NA	92.50%
1P1 b)	Technical Skill Participation	NA	NA	NA	85.19%	NA	90.00%
2P1	Credential, Certificate or Degree	36.68%	69.11%	84.31%	100.00%	67.60%	74.40%
3P1	Student Retention or Transfer	85.26%	69.85%	76.62%	75.58%	81.00%	74.50%
4P1	Student Placement	56.52%	91.21%	97.12%	98.68%	90.90%	95.50%
5P1	Nontraditional Participation	5.36%	5.71%	9.97%	7.33%	NA	15.00%
5P2	Nontraditional Completion	2.41%	3.41%	6.74%	5.88%	3.80%	13.00%

Updated ICTE Performance Measures							
	POSTSECONDARY INDICATORS	Baseline	2020-21	2021-22	2022-23	2023-24	
1P1	Postsecondary Retention & Placement	69.0%	69.0%	69.0%	69.2%	69.5%	
2P1	Earned Recognized Postsecondary Credential	54.0%	54.1%	42.5%	42.6%	42.7%	
3P1	Non-Traditional Program Concentration	16.0%	16.0%	13.9%	14.0%	14.1%	

ID State CTE SDPL LCSC Performance		FY19/20 Perf Level	FY20/21 Perf Level	FY21/22 Perf Level	FY22/23 Perf Level	FY23/24 Perf Level	
1P1	Postsecondary Retention & Placement	96.90%	59.09%	64.49%	73.33%		
2P1	Earned Recognized Postsecondary Credential	92.00%	31.29%	73.51%	40.08%		
3P1	Non-Traditional Program Concentration	8.50%	9.28%	9.86%	6.97%		
1P1 @ 90%	Postsecondary Retention & Placement	62.1%	62.1%	62.1%	62.3%	62.6%	
2P1@ 90%	Earned Recognized Postsecondary Credential	48.6%	48.7%	38.3%	38.3%	38.4%	
3P1@ 90%	Non-Traditional Program Concentration	14.4%	14.4%	12.5%	12.6%	12.7%	

Another challenge that adds to the low percentages in this category, is that Region 2 is comprised of many rural towns which may inadvertently lead to occupational gender segregation, poverty, and gaps in education before attending college. This may also result in the discouragement of one entering a non-traditional by gender field.

Those issues, along with the overall CTE enrollment challenges, makes achieving this SDPL extremely challenging.

Thank you for your time and consideration. Please let me know if you have any questions.

Best Regards,

Stephanie

Stephanie Lathrop M.S. Ed
Manager / Learning Resource Center / 208-792-2369
500 8th Avenue, SGC 218 / Lewiston, ID 83501
https://www.lcsc.edu/career-technical-education/learning-resource-center

IDCTE: Thank you for your comment.

Stephanie provided the 2024 NTBG Salary Analysis Nez Perce & Asotin County document on the following pages.



Idaho Occupational Employment & Wage - May 2022 (Released April 2023
Lewiston, ID-WA MSA
Includes: Nez Perce County, ID and Asotin County, WA
Source: Idaho Department of Labor, Communications & Research
***Major SOC groups in bold**

IDAHO DEPARTMENT OF LABOR

	SOC Code	Occupation Title	Employment	Entry Wage		Midpoint (Median)		Average (Mean)		Middle Range (25th & 75th Percentiles)			
				Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
	00-0000	**Total all occupations**	**27,800**	**$13.80**	**$28,704.00**	**$20.11**	**$41,820.00**	**$25.24**	**$52,489.00**	**$15.36**	**$31,941.00**	**$29.39**	**$61,126.00**
	11-3021	Computer and Information Systems Managers	30	$41.98	$87,311.00	$53.52	$111,323.00	$60.04	$124,878.00	$47.95	$99,727.00	$78.56	$163,411.00
	11-9199	Managers, All Other	40	$23.61	$49,114.00	$43.96	$91,442.00	$44.15	$91,826.00	$29.10	$60,537.00	$54.19	$112,710.00
	13-1031	Claims Adjusters, Examiners, and Investigators	60	$19.58	$40,732.00	$28.45	$59,171.00	$28.94	$60,190.00	$18.77	$39,039.00	$36.07	$75,026.00
	13-2099	Financial Specialists, All Other		$25.30	$52,614.00	$34.12	$70,974.00	$47.96	$99,756.00	$26.41	$54,923.00	$75.00	$156,009.00
	15-1211	Computer Systems Analysts	30	$28.38	$59,022.00	$33.58	$69,838.00	$37.08	$77,135.00	$31.43	$65,376.00	$42.98	$89,406.00
	15-1231	Computer Network Support Specialists	30	$20.22	$42,059.00	$25.97	$54,024.00	$28.95	$60,222.00	$24.47	$50,906.00	$32.85	$68,323.00
	15-1242	Database Administrators		$28.22	$58,691.00	$63.23	$131,512.00	$48.67	$101,227.00	$33.08	$68,812.00	$63.23	$131,512.00
	15-1244	Network and Computer Systems Administrators	30	$30.69	$63,831.00	$37.60	$78,206.00	$39.29	$81,732.00	$33.57	$69,830.00	$45.61	$94,870.00
	15-1251	Computer Programmers		$24.98	$51,951.00	$32.36	$67,312.00	$42.69	$88,805.00	$29.52	$61,394.00	$52.69	$109,598.00
	15-1252	Software Developers	50	$32.64	$67,888.00	$49.49	$102,943.00	$48.02	$99,881.00	$38.83	$80,762.00	$59.90	$124,602.00
	15-1255	Web and Digital Interface Designers		$22.38	$46,547.00	$37.83	$78,687.00	$34.60	$71,963.00	$25.15	$52,307.00	$45.37	$94,363.00
	15-1299	Computer Occupations, All Other		$16.13	$33,551.00	$19.11	$39,758.00	$28.87	$60,051.00	$18.27	$37,994.00	$38.17	$79,391.00
	17-1011	Architects, Except Landscape and Naval		$23.21	$48,269.00	$27.67	$57,561.00	$30.59	$63,627.00	$25.46	$52,966.00	$36.14	$75,177.00
	17-3011	Architectural and Civil Drafters		$18.21	$37,867.00	$27.10	$56,375.00	$26.45	$55,007.00	$19.84	$41,270.00	$28.80	$59,905.00
	17-3023	Electrical and Electronic Engineering Technologists and Technicians		$23.16	$48,168.00	$26.36	$54,829.00	$27.40	$56,987.00	$23.07	$47,994.00	$29.84	$62,062.00
	17-3026	Industrial Engineering Technologists and Technicians		$22.67	$47,151.00	$23.44	$48,752.00	$24.94	$51,866.00	$23.44	$48,752.00	$25.67	$53,392.00
	17-3029	Engineering Technologists and Technicians, Except Drafters, All Other	70	$22.96	$47,747.00	$28.88	$60,064.00	$27.13	$56,436.00	$24.29	$50,529.00	$28.88	$60,064.00
	17-3031	Surveying and Mapping Technicians		$21.22	$44,136.00	$24.45	$50,856.00	$25.81	$53,690.00	$22.18	$46,141.00	$28.27	$58,795.00
	23-2011	Paralegals and Legal Assistants	40	$15.68	$32,607.00	$23.19	$48,243.00	$23.97	$49,860.00	$18.94	$39,404.00	$29.83	$62,053.00
	25-2011	Preschool Teachers, Except Special Education	70	$12.37	$25,737.00	$14.49	$30,139.00	$14.77	$30,726.00	$13.63	$28,353.00	$16.50	$34,314.00
	25-2022	Middle School Teachers, Except Special and Career/Technical Education	60		$48,769.00		$63,731.00		$69,234.00		$50,540.00		$84,448.00
	25-2031	Secondary School Teachers, Except Special and Career/Technical Education	200		$41,951.00		$64,963.00		$63,664.00		$49,178.00		$79,772.00
	25-2052	Special Education Teachers, Kindergarten and Elementary School			$43,392.00		$70,554.00		$69,558.00		$48,768.00		$92,135.00
	25-2057	Special Education Teachers, Middle School			$30,993.00		$47,489.00		$49,665.00		$30,993.00		$56,493.00
	25-2058	Special Education Teachers, Secondary School			$39,906.00		$59,881.00		$58,442.00		$47,038.00		$71,011.00
	25-9045	Teaching Assistants, Except Postsecondary	330		$25,576.00		$32,279.00		$34,238.00		$28,269.00		$41,220.00
	27-2022	Coaches and Scouts	90		$30,556.00		$40,791.00		$50,679.00		$32,016.00		$58,904.00
	29-2061	Licensed Practical and Licensed Vocational Nurses	70	$21.99	$45,732.00	$26.80	$55,744.00	$27.68	$57,573.00	$23.12	$48,097.00	$31.17	$64,833.00
	29-2072	Medical Records Specialists	30	$17.24	$35,850.00	$19.94	$41,478.00	$21.06	$43,797.00	$18.48	$38,437.00	$21.54	$44,798.00
	31-9092	Medical Assistants	190	$16.47	$34,258.00	$18.44	$38,348.00	$19.49	$40,546.00	$17.47	$36,339.00	$22.14	$46,045.00
	33-1021	First-Line Supervisors of Firefighting and Prevention Workers	30	$40.21	$83,635.00	$43.60	$90,683.00	$45.09	$93,790.00	$43.59	$90,671.00	$44.07	$91,675.00
	33-1099	First-Line Supervisors of Protective Service Workers, All Other		$20.96	$43,605.00	$29.95	$62,296.00	$30.48	$63,399.00	$20.85	$43,360.00	$32.89	$68,411.00
	33-2011	Firefighters	90	$18.33	$38,130.00	$28.18	$58,622.00	$28.15	$58,559.00	$22.67	$47,163.00	$37.07	$77,102.00

	39-9031	Exercise Trainers and Group Fitness Instructors		$13.65	$28,384.00	$16.45	$34,208.00	$17.92	$37,269.00	$15.07	$31,344.00	$21.69	$45,121.00
	43-1011	First-Line Supervisors of Office and Administrative Support Workers	290	$17.84	$37,108.00	$24.61	$51,195.00	$26.94	$56,035.00	$20.09	$41,787.00	$30.65	$63,756.00
	43-3031	Bookkeeping, Accounting, and Auditing Clerks	300	$14.21	$29,553.00	$20.11	$41,831.00	$20.55	$42,737.00	$16.40	$34,103.00	$24.27	$50,472.00
	43-3051	Payroll and Timekeeping Clerks		$15.35	$31,919.00	$23.39	$48,659.00	$22.16	$46,092.00	$17.73	$36,878.00	$25.91	$53,894.00
	43-4151	Order Clerks		$14.31	$29,763.00	$19.13	$39,799.00	$19.71	$40,988.00	$14.94	$31,070.00	$24.92	$51,823.00
	43-4161	Human Resources Assistants, Except Payroll and Timekeeping		$15.08	$31,376.00	$16.55	$34,431.00	$18.29	$38,048.00	$15.49	$32,218.00	$21.22	$44,145.00
	43-6011	Executive Secretaries and Executive Administrative Assistants	30	$22.93	$47,690.00	$30.53	$63,503.00	$29.64	$61,653.00	$25.58	$53,199.00	$32.67	$67,947.00
	43-6012	Legal Secretaries and Administrative Assistants	30	$15.79	$32,844.00	$20.73	$43,113.00	$20.70	$43,066.00	$16.86	$35,069.00	$23.58	$49,036.00
	43-6013	Medical Secretaries and Administrative Assistants	100	$14.87	$30,933.00	$17.63	$36,676.00	$18.07	$37,578.00	$15.36	$31,940.00	$19.36	$40,267.00
	43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	350	$14.84	$30,859.00	$18.61	$38,719.00	$19.45	$40,464.00	$16.12	$33,530.00	$23.03	$47,898.00
	43-9021	Data Entry Keyers		$13.16	$27,370.00	$16.58	$34,477.00	$16.93	$35,223.00	$13.74	$28,579.00	$18.05	$37,550.00
	49-3021	Automotive Body and Related Repairers	30	$15.52	$32,285.00	$22.20	$46,177.00	$22.18	$46,140.00	$18.63	$38,744.00	$27.00	$56,160.00
	49-3023	Automotive Service Technicians and Mechanics	210	$15.73	$32,720.00	$23.90	$49,717.00	$24.09	$50,111.00	$17.37	$36,132.00	$29.13	$60,589.00
	49-3031	Bus and Truck Mechanics and Diesel Engine Specialists	60	$20.87	$43,408.00	$25.05	$52,104.00	$26.69	$55,515.00	$22.46	$46,710.00	$30.19	$62,786.00
	49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	90	$17.75	$36,927.00	$24.03	$49,982.00	$24.28	$50,499.00	$18.20	$37,853.00	$28.90	$60,121.00
	49-9041	Industrial Machinery Mechanics	90	$23.78	$49,459.00	$30.39	$63,216.00	$32.41	$67,418.00	$24.07	$50,068.00	$40.83	$84,921.00
	49-9043	Maintenance Workers, Machinery	30	$21.82	$45,383.00	$30.50	$63,446.00	$28.24	$58,732.00	$26.00	$54,080.00	$31.90	$66,342.00
	49-9044	Millwrights	40	$27.12	$56,414.00	$34.71	$72,188.00	$33.65	$69,999.00	$26.57	$55,262.00	$37.85	$78,718.00
	51-4121	Welders, Cutters, Solderers, and Brazers	280	$20.34	$42,304.00	$25.94	$53,958.00	$25.44	$52,911.00	$21.50	$44,717.00	$29.36	$61,061.00
	51-9124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	40	$14.67	$30,512.00	$22.00	$45,760.00	$21.71	$45,152.00	$17.85	$37,124.00	$29.19	$60,725.00

NTBG	Female	30 Matching Occupations - Middle Range Annual Salai Total Ave	$79,292.27
NTBG	Male	23 Matching Occupations - Middle Rang Annual Salary Total Ave	$61,147.57

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF CAREER, TECHNICAL, AND ADULT EDUCATION
DIVISION OF ADULT AND TECHNICAL EDUCATION

PROGRAM MEMORANDUM – OCTAE-23-3

DATE: June 30, 2023

TO: State Directors of Career and Technical Education

FROM: Sharon Lee Miller
Director, Division of Academic and Technical Education

SUBJECT: State Plan Submissions for Fiscal Year (FY) 2024 Grant Awards - OMB Approval Number: 1830-0029

Pursuant to the *Guide for the Submission of Perkins V State* Plans (OMB Approval Number: 1830-0029, Exp. 8/31/2025), I am pleased to inform you of the statutory requirements, procedures, and State plan submission instructions for each eligible agency (State) to receive its Fiscal Year (FY) 2024 grant award under the *Carl D. Perkins Career and Technical Education Act of 2006*, as amended by the *Strengthening Career and Technical Education for the 21st Century Act* (Public Law 115-224) (Perkins V). This information applies to your State whether it submits its Perkins V State plan separately or as part of a Workforce Innovation and Opportunity Act (WIOA) combined State plan. FY 2024 grant awards generally cover the period from July 1, 2024 – June 30, 2025, although the period of availability of FY 2024 funds can be extended for a 15-month period through September 30, 2025. We expect to issue FY 2024 Perkins V grant awards on July 1, 2024 (initial award), and October 1, 2024 (supplemental award).

Statutory Requirements for FY 2024 State Plan Submissions

Following the July 2018 enactment of Perkins V, your State submitted a one-year transition plan covering FY 2019 (July 1, 2019 – June 30, 2020) and then a four-year State plan covering FY 2020-23 (July 1, 2020 – June 30, 2024). For your State to receive its FY 2024 Perkins grant award, you are required to submit one of the following pursuant to section 122(a)(5) of Perkins V:

- *Option 1*: A subsequent (new) four-year State plan covering FY 2024-27 (July 1, 2024 – June 30, 2028), including a budget for FY 2024 and State determined performance levels (SDPLs) through FY 2027; or

- *Option 2*: Annual revisions to establish your SDPLs for FY 2024 and a budget for FY 2024.

If your State chooses Option 2, your State may submit any other revisions[1] to your previously approved State plan as Perkins V permits annual revisions to be made at any time (section 122(a)(2)(A) of Perkins V).

Establishing State Determined Performance Levels

Regardless of whether your State selects Option 1 or Option 2, your State must establish SDPLs that meet the requirements of section 113(b)(3)(A)(III) of Perkins V. In addition, your State must engage in a public comment process pursuant to section 113(b)(3)(B) of Perkins V, which requires broad stakeholder consultation, the opportunity for written comments not less than 60 days prior to submission of the State plan, and a written response to the comments provided in the State plan submission.

Submission Procedures and Support

In developing your FY 2024 State Plan, your State must follow the applicable requirements in section 122 of Perkins V and 34 CFR Part 76. In addition to the required broad stakeholder consultation and public comment period, depending on which option your State pursues, your process may include public hearings and the opportunity for your Governor's signature as shown in the chart below:

State Plan Options	Broad Stakeholder Consultation	Public Hearings	Public Comment Period	Opportunity for Governor's Signature
Option 1: New 4-Year State Plan -OR-	Required	Required	Required	Required
Option 2: Annual SDPL Revisions -AND AS APPLICABLE-	Required		Required	
Any Other Annual Revisions: Non-Substantive -AND/OR-				
Any Other Annual Revisions: Significant & Relevant	Required	Required	Required	Required

Your State must submit the applicable items listed above to the Perkins State Plan Portal no later than the close of business on May 10, 2024. If your State includes Perkins

[1] As a reminder, under 34 CFR 76.140, any revision that results in a "significant and relevant change in …the information or assurances in the plan; the administration or operation of the plan; or the organization, policies, or operations of the State agency that received the grant, if the change materially affects the information or assurances in the plan" must follow the procedures in 34 CFR 76.140

as part of its WIOA combined State plan, it must still follow the same procedures outlined above. However, such States are required to instead submit any narrative revisions as part of their WIOA State plan submissions to the WIOA State Plan Portal.

Online training sessions regarding the submission of items to the Perkins State Plan Portal will be held for State career and technical education directors and their staff in March of 2024. Further details regarding these sessions will be sent under separate cover and posted to the calendar on the Perkins Collaborative Resource Network at https://cte.ed.gov.

Please contact your Perkins Regional Coordinator if you have any questions regarding the submission requirements and procedures for your State's FY 2024 Perkins V grant award. A State-by-State listing of these staff members is available at https://cte.ed.gov/contact/staff-by-state-responsibility.

Our office intends to release a subsequent memo and host a Town Hall series outlining policy priorities for consideration in planning for FY 2024 Perkins State plan submissions. We look forward to continuing to work with you to implement your Perkins V State plan and provide all students with access to and success in high-quality career and technical education programs.

SUBJECT

New Educator Certificate Endorsement Program Approval for Idaho State Board Approved Educator Preparation Programs

REFERENCE

August 2023	State Board of Education approved the Idaho Standards for Educator Preparation Providers.
October 2023	State Board of Education approved the Educator Preparation Program Approval Guide.
February 2024	State Board of Education approved Brigham Young University-Idaho's K-12 Literacy Program

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-114
IDAPA 08.02.02.015.01, Rules Governing Uniformity
IDAPA 08.02.02.021, Rules Governing Uniformity
Idaho State Board of Education Governing Policies & Procedures, Section IV.D.

BACKGROUND/DISCUSSION

In academic year 2022-23, a work group was formed to create the Idaho Standards for Educator Preparation Providers and the Educator Preparation Program Approval Guide. These two documents were approved by the State Board in 2023. Brigham Young University – Idaho (BYU-I) was the first Educator Preparation Provider to submit a new certificate endorsement program application for review and consideration by the State Board with the new process last February 2024. Northwest Nazarene University (NNU) is submitting the second new program application under this new process. A review team was assembled and reviewed NNU's Early Literacy certificate endorsement program application on February 21, 2024. Board staff facilitated the review. The review team concluded the review on February 21, 2024, and recommended NNU's Early Literacy program application to be approved.

IMPACT

The approval of the new program application would allow NNU to offer an Early Literacy endorsement as a 20-credit endorsement option. The disapproval of the new program application would not allow NNU to offer an Early Literacy endorsement as a 20-credit endorsement option.

ATTACHMENTS

Attachment 1 – NNU's Early Literacy Program Approval Evaluation Report and Recommendation
Attachment 2 – NNU's Early Literacy Program Application

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff facilitated the new program application review and recommends approval of NNU's requested new program.

BOARD ACTION

I move to approve the review team's recommendation to approve Northwest Nazarene University's proposed Early Literacy Certificate Endorsement Program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

New Program Approval Evaluation Report
Northwest Nazarene University
February 21, 2024

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EDUCATOR PREPARATION PROVIDER
Northwest Nazarene University

NEW PROGRAM AREA
Early Literacy

NEW PROGRAM REVIEW DATE
February 21, 2024

REVIEW TEAM
New Program Approval Review Facilitator:

Name	Employer	Role
Katie Shoup	Office of the Idaho State Board of Education	Educator Effectiveness Program Manager

New Program Approval Review Team:

Name	Employer	Role
Jennifer Alexander	Lewis Clark State College	Associate Professor, Teacher Education and Mathematics Division
Kristi Enger	Idaho Division of Career Technical Education	Director of Certification
		Professional Standards Commission Member
Dr. Melissa Green	Brigham Young University - Idaho	Dean, College of Teacher Preparation Programs
Karyn Kilpatrick-Snell	Idaho Department of Education	K-5 ELA/K-12 Dyslexia Coordinator
Cina Lackey	Idaho Department of education	Certification Director
Katie Mathias	Boise State University	Assessment and Reporting Director
		Professional Standards Commission Member
Dr. Tracey Meyerhoeffer	College of Southern Idaho	Dept. Chair/Distinguished Professor, Education
Kirsten Pomerantz	University of Idaho	Instructor, Curriculum & Instructor, Elementary Education Program Coordinator, Teacher Practicum Coordinator
Dr. Royal Toy	Lewis Clark State College	Director, PACE

REVIEW TEAM RECOMMENDATION

Recommend

The review team does recommend the approval of the new Early Literacy twenty (20) credit hour endorsement application by Northwest Nazarene University. A twenty (20) credit hour endorsement may be added as a second endorsement area per IDAPA 08.02.02.015.01.c.i.

INTRODUCTION

This document describes the process by which an Idaho State Board Approved Educator Preparation Providers (Educator Preparation Providers) seek approval for a new endorsement program leading to certification. The Office of the Idaho State Board of Education (Board Office) facilitates the approval process.

Public universities and colleges seeking a new degree or certificate program will also follow their institutional policies and procedures and the process identified in State Board Policy III.G – Postsecondary Program Review and Approval. Additional information may be found on the Idaho State Board of Education's website at Postsecondary Program Approval | Idaho State Board of Education. Educator Preparation Providers seeking a new degree or certificate program will complete the Postsecondary Program approval process in addition to the new program approval process for programs leading to educator certification.

STATUTORY AUTHORITY AND REFERENCES

Idaho Code 33-114: supervision and control of the certification of professional education personnel is vested in the State Board. The Board shall approve the program of education of such personnel in all higher institutions in the state, both public and private, and shall accredit as teacher training institutions those in which such programs have been approved.

Idaho Code 33-1207A: The State Board shall review teacher preparation programs at the institutions of higher education.

IDAPA 08.02.02.021: Idaho Educator Preparation Providers shall prepare candidates to teach in area(s) of endorsements in accordance with the Idaho Standards for Initial Certification of Professional School Personnel.

State Board Policy IV.D.: Educator Preparation and Certification

IDAPA 08.02.02.015.01: Instructional staff certification requirements.

IDAPA 08.02.02.015.02: Pupil service staff certification requirements.

IDAPA 08.02.02.015.03: Administrator certification requirements.

NEW PROGRAM APPROVAL PROCESS STEPS

The new program approval process has a total of three steps as follows:

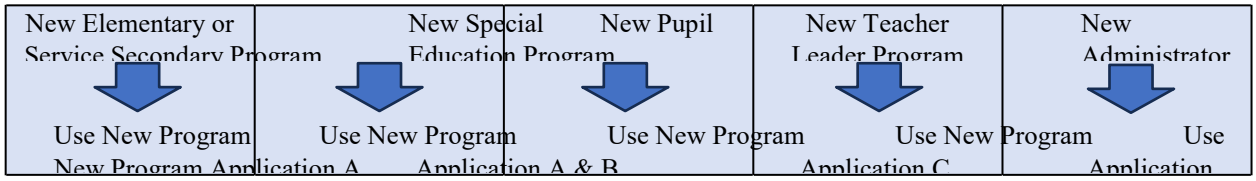
1. Preparation and Submission of the New Program Application
2. Review and Feedback
3. Determination of Approval Status

Step 1: Preparation and Submission of the New Program Application

The Educator Preparation Provider will use one or more of the following new program applications to request approval of the new program:

- New Elementary or Secondary Program – Use New Program Application A
- New Special Education Program – Use New Program Applications A and B
- New Pupil Service Program – Use New Program Application C
- New Teacher Leader Program – Use New Program Application D
- New Administrator Program – Use New Program Application E

Flow Chart



The new program application includes the following:

- New Program Design
- Explanation how the New Program will meet the provider standards and components
- Clinical Experience Design

Upon completion, the new program application and all applicable supporting documentation is submitted to the Board Office – Educator Effectiveness Program Manager.

Step 2: Review and Feedback

After receiving a completed new program application, the Board Office will assemble and facilitate a team to review the new program application materials, to include one member of the Professional Standards Commission and members from at least two of the following groups:

- Approved Idaho Educator Preparation Program Staff
- Idaho Experts from the Field and experience with Educator Preparation Program Review
- Idaho Division of Career Technical Education Staff
- Idaho Local practicing K-12 Educators
- Idaho Local practicing K-12 Administrators
- Idaho State Department of Education staff – Certification Department

The review team will assess whether the new program as proposed meets the criteria listed in the new program application. A new program that meets the criteria listed in the new program application and shows alignment to the Idaho Standards for Educator Preparation Providers (Provider Standards) will move to Step 3. The review team will use review rubrics to guide input and make the determination if the program meets the criteria listed in the new program application and shows alignment to the Provider Standards.

A new program that does not meet the criteria listed in the new program application will be returned to the Educator Preparation Provider by electronic mail and accompanied by review team feedback. The

Educator Preparation Provider may address the feedback and resubmit a new program application to the Board Office for review as described in Step 1.

Incomplete new program applications received by the Board Office will be returned to the Educator Preparation Provider for completion.

Step 3: Determination of Approval Status

The review team will provide a program recommendation to the Board Office, for consideration by the State Board at their next regularly scheduled meeting. The Board Office will notify the Educator Preparation Provider of the date of the State Board meeting at which the new program proposal will be considered. The State Board will either approve or not approve the new program. Upon State Board approval or non-approval of the new program, Board Staff will notify the Educator Preparation Provider of the new program approval status by electronic mail. If the new program is approved by the State Board, the Educator Preparation Provider may advertise the program and recruit candidates to the program. If the new program is not approved by the State Board, the application may be revised and resubmitted. Approved new programs will be reviewed at the same time as the Educator Preparation Providers state review that typically occurs on a seven-year cycle.

New Program Application A - Elementary or Secondary Program

New Program Application for Idaho State Board Approved Educator Preparation Providers			
Name of Educator Preparation Provider	Northwest Nazarene University	**Date of Submission**	November 17, 2023
New Program Name (as applicable)		**Certification/Endorsement**	Early Literacy (K-3)

STANDARD ONE: PROFESSIONAL, CONTENT, AND PEDAGOGICAL KNOWLEDGE
Educator Preparation Providers ensure candidates develop an understanding of the critical concepts, principles, and practices of their discipline, and are able to use practices flexibly to advance the learning of all students.

1.1 CONTENT KNOWLEDGE AND PEDAGOGY
Educator Preparation Providers ensure candidates are able to apply their knowledge in critical concepts, principles, and practices as identified in the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and State Board approved Idaho Student Content Standards.

Component	How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Idaho Teaching Standards The Learner and Learning ● Standard 1: Learner Development	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards The Learner and Learning ● Standard 2: Learning Differences	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards The Learner and Learning ● Standard 3: Learning Environment	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards Content ● Standard 4: Content Knowledge	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards Content ● Standard 5: Application of Content	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards Instructional Practice ● Standard 6: Assessment	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review,	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.

	March 2022	
Idaho Teaching Standards Instructional Practice ● Standard 7: Planning for Instruction	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards Instructional Practice ● Standard 8: Instructional Strategies	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
1.2 PROFESSIONAL KNOWLEDGE **Educator Preparation Providers ensure candidates are able to apply their knowledge of the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and the State Board approved Idaho Student Content Standards**		
Component	**How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)**	

	Evidence Item (Link Syllabus only as a PDF)	Narrative/Rationale for Meeting Standard
Idaho Teaching Standards Professional Responsibility: ● Standard 9: Professional Learning and Ethical Practice	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards Professional Responsibility ● Standard 10: Leadership and Collaboration	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
1.3 IDAHO EDUCATIONAL EXPECTATIONS **Educator Preparation Providers integrate State Board of Education policies and procedures and Idaho Rules Governing Uniformity into the preparation of candidates.**		
Component	**How is each standard met? What is the plan to meet the standard? Please share your program design, policy, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)**	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Idaho Teaching Standards State Specific Standards: ● Standard 11: American Indian Tribes in Idaho	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards State Specific Standards: ● Standard 12: Code of Ethics for Idaho Professional Educators	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Teaching Standards State Specific Standards: ● Standard 13: Digital Technology and Online Learning	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.
Idaho Comprehensive Literacy Standards ● Standard 1: Foundational Literacy Concepts ● Standard 1: Fluency, Vocabulary Development, and Comprehension ● Standard 3: Literacy Assessment Concepts ● Standard 4: Writing Process ● Standard 5: Diverse Reading and Writing Profiles – Reading and Writing Difficulties	State Board of Education approval of Elementary Education major, August 2022 State Team Report, NNU EPP Review, March 2022	NNU's EPP seeks to add an Early Literacy Endorsement option for Elementary Candidates. The Elementary program has already met approval. See the State Department Review from March 2022.

(IDAPA 08.02.02 & State Board Policy IV.D.) *Show how your sequence of courses/modules/evidence of student learning meet the requirements in policy and rule.	NNU seeks to add an Early Literacy Endorsement. This endorsement will incorporate many of our current classes and will add four new courses. Standard language matched to course descriptions demonstrates the EPP's ability to meet the policy and rule requirements. The attached syllabi demonstrate courses that are aligned to the SSR Literacy Standards and the Early Literacy Endorsement requirements. Field experiences and assignments are included in the syllabi and demonstrate progression towards the mastery of these skills. On September 14, 2023, the EPP received university approval to develop the minor. Documents linked below align to IDAPA language.

Certificate and Endorsement Requirements	Evidence Item	Narrative/Rationale for Meeting Standard
Certificate and Endorsement Requirements Early Literacy (K-3). Twenty (20) semester credit hours to include coursework in methods of teaching reading and writing; the body of knowledge regarding the science of reading; the cognitive process of learning to read and write; phonological and phonemic awareness; oral language development; phonics, vocabulary, fluency, and comprehension; diagnostic literacy assessments and analysis leading to the development and implementation of individual reading improvement plans; data analysis related to early recognition of literacy difficulties including characteristics of dyslexia; data driven instruction and intervention; language acquisition and development; stages of reading and writing development; early elementary reading and writing resources including children's literacy advocacy strategies for meeting the needs of struggling readers and writers; and the Idaho Comprehensive Literacy Plan.	University Approval: Early Literacy Minor Proposal (Approved by NNU Academic Council, September 14, 2023) Catalog Language	
	IIntroduction to the Science of Reading	The specific endorsement requirements aligned to this course are listed below. ● Introduction to the Science of Reading: ○ the body of knowledge regarding the science of reading ○ the cognitive process of learning to read and write
	Fundamentals of Literacy	The specific endorsement requirements aligned to this course are listed below. ● Fundamentals of Literacy: ○ phonological and phonemic awareness; ○ oral language development ○ phonics, ○ vocabulary, ○ fluency, ○ comprehension
	Literacy for Learning	The specific endorsement requirements aligned to this course are listed below. ● Literacy for Learning ○ vocabulary, ○ fluency, ○ comprehension
	Data Driven Literacy: Assessment, Intervention and Diverse Literacy Profiles	The specific endorsement requirements aligned to this course are listed below. ● Data Driven Literacy: Assessment, Intervention and Diverse Literacy Profiles: ○ diagnostic literacy assessments and analysis leading to the development and implementation of individual reading improvement plans ○ data analysis related to early recognition of literacy difficulties including characteristics of dyslexia ○ data driven instruction and intervention

Early Literacy (K-3). Twenty (20) semester credit hours to include coursework in methods of teaching reading and writing; the body of knowledge regarding the science of reading; the cognitive process of learning to read and write; phonological and phonemic awareness; oral language development; phonics, vocabulary, fluency, and comprehension; diagnostic literacy assessments and analysis leading to the development and implementation of individual reading improvement plans; data analysis related to early recognition of literacy difficulties including characteristics of dyslexia; data driven instruction and intervention; language acquisition and development; stages of reading and writing development; early elementary reading and writing resources including children's literacy advocacy strategies for meeting the needs of struggling readers and writers; and the Idaho Comprehensive Literacy Plan.		
	Writing Development and Pedagogy in K-8 Schools	The specific endorsement requirements aligned to this course are listed below. ● Writing Pedagogy ○ the cognitive process of learning to read and write; ○ stages of reading and writing ○ development; ○ early elementary reading and writing resources including children's literacy
	Laws, Issues, and Advocacy in Literacy	The specific endorsement requirements aligned to this course are listed below. ● Laws, Issues, and Advocacy in Literacy: ○ advocacy strategies for meeting the needs of struggling readers and writers ○ Idaho Comprehensive Literacy Plan
	Language Acquisition for Early Literacy	The specific endorsement requirements aligned to this course are listed below. ● Language Acquisition for Early Literacy: ○ language acquisition and development
	Early Literacy Methods	The specific endorsement requirements aligned to this course are listed below. ● Early Literacy Methods ○ Clinical application of all of the above

STANDARD TWO: CLINICAL EXPERIENCE
Educator Preparation Providers ensure diverse high-quality clinical experiences to develop knowledge, skills, and professional dispositions in candidates and educators.

2.1 CLINICAL PRACTICE
Educator Preparation Providers include clinical practice of depth, breadth, coherence, and duration to enable candidates or educators to demonstrate proficiency in their area of endorsement.

Component	How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)	
	Evidence Item (Only link to PDFs)	Narrative/Rationale for Meeting Standard

Clinical preparation depth, breadth, coherence, and duration	See above syllabi & NNU's 2022 State Department Review for additional information	Courses with an early literacy aligned field experience: ● Fundamentals of Literacy – 20 hours in a primary classroom, focusing on early literacy skills ● Data Driven Literacy – approximately 20 hours of work with a struggling reader – focusing on assessment, intervention planning, progress monitoring, and reassessment
Comprehensive clinical experience	1. Early Literacy Methods 2. Student Teaching	● This particular course includes a 20 hour clinical experience in a K-1 classroom. Candidates will create and implement lessons based on best practices in methodology ● All NNU candidates must spend 16 weeks in a clinical placement aligned to their endorsement areas

Signatures			
Signature of the Program/College Chair, Director, or Other Designee	Holly Ripley Holly Ripley Chair, Education Department	**Date**	1/10/2024
Signature of the College of Education Dean or Educator Preparation Provider Head Official	Lori Sanchez Dr. Lori Sanchez Dean, College of Education	**Date**	1/10/2024

**Applications without appropriate dated signatures will not be considered.*

** Public universities and colleges seeking a new degree or certificate program will also follow the process identified in State Board Policy III.G – Postsecondary Program Review and Approval.*

**The signatures serve as an attestation that the Educator Preparation Provider understands the requirements and has met all policies, rules, and statutes, and institutional procedures.*

Upon completion, the new program application and all applicable supporting documentation is submitted to the Board Office – Educator Effectiveness Program Manager.

SUBJECT

2024 Legislative Update

REFERENCE

June 2023	The Board approved legislative ideas for the 2024 legislative session.
August 2023	The Board approved legislative proposals and proposed administrative rules for the 2024 legislative session.
November 2023	The Board approved pending administrative rules for the 2024 legislative session.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-107(5)(b)

BACKGROUND/DISCUSSION

This agenda item will provide the Board with an update on the education related legislation being considered by the 2024 Idaho Legislature.

IMPACT

This update provides the Board with the status of education and agency-related legislation that has been signed into law and an overview of the impact such new legislation will have.

ATTACHMENTS

Attachment 1 – 2024 New Legislation Overview

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Attachment 1 provides a list of education-related legislation and legislation impacting state agencies and institutions, including those under the Board's governance as of the due date for meeting materials for this meeting.

BOARD ACTION

This agenda item is for informational purposes only.

	Bill #	Short Title	Final Outcome	Description	Impact
Board Agency Legislation	1246	SBE Optional Retirement Program	Law	Amends existing law to revise provisions regarding an optional retirement program.	
	411	Educational Data	Failed	Proposed technical corrections and clarifications to Section 33-133, Idaho Code	
	NA	Transfer Credit Report	Withdrawn	Proposed removal of specific data points required for the transfer credit report from Idaho Code	
Education Budget Bills	458	Approp, State Board of Education	Law	I. Agricultural research and extensionservice; II. College and Universitites; III - Community Colleges; IV - OSBE; V - Health Education Programs ; VI - Division of CTE; VII - IPTV; VIII - Speicial Programs; IX - Department of Ed; X - IDVR; XI - PCSC	
	692	Approp, Special Programs, Add'l	Law	Forest Utilization, Geological Survey, Museum of Natural History, Scholarships and Grants, Small Business Development Center,	
	698	Approp, OSBE, Add'l	to Gov	IT, Safety, In-Demand	
	634	Broadband	to Gov	Policy bill related to budget shift from SDE to OSBE	
	693	Approp, CTE, Trailer	Law		
	460	Approp, Public Schools 2025 Maintenance	to Gov		
	700	Approp, IDVR, Trailer	To Gov		
	1399	Approp, IPTV, Add'l	Law		
Education Rules	SCR 121	IDAPA, Multiple	Passed	Docket No. 08-0112-2301 – Rules Governing the Postsecondary Credit Scholarship Docket No. 08-0203-2301 – Rules Governing Thoroughness Docket No. 55-0103-2301 – Rules Governing Career Technical Schools Docket No. 55-0104-2301 – Rules Governing Idaho Quality Program Standards Incentive Grants and Agricultural Education Program Start-up Grants Docket No. 08-0113-2302 – Rules Governing the Opportunity Scholarship	
	SCR122	IDAPA 08.04.01	Held House Floor	Regarding Docket No. 08-0401-2301 – Rules Governing the Idaho Digital Learning Academy	
	HCR032	IDAPA 08.04.01	Senate Education	Regarding Docket No. 08-0401-2301 – Rules Governing the Idaho Digital Learning Academy	

	Bill #	Short Title	Final Outcome	Description	Impact
High Interest	417	Cash Paymnets	Law	This legislation assures that cash is an acceptable payment in Idaho government and that citizens would not be charged additional fees if they choose to use it.	Will requires changes at institutions of higher ed
	422	Public Charter Schools	Law	Repeal and rewrite of Title 33 Chapter 52, Idaho Code.	Data collection review re. System-based LEAs
	500	Opportunity Scholarship	Law	Would allow community colleges to be recipients of the opportunity scholarship funds. Would also increase the credit completion rates for eligibility to renew from the existing federal minimum, to on track to complete in 100% of time levels.	Guidance Memo; Rule
	521	Taxation, School Facilities Funds	Law	First, it dedicates $125 million in ongoing sales tax revenue to the new School Modernization Facilities Fund for bonding, while providing the legislature with expanded options to cover annual service on the bonds in the event of economic downturns. Second, this legislation increases the funding to the School District Facility Fund in two ways. It increases the sales tax revenue directed to the fund from 2.25% to 3.25% which is projected to be $25 million in FY 2025, and redirects existing lottery dividends to the fund, which is projected to be approximately $50 million in FY 2025. This fund will help school districts with paying down school bonds, levies, and plant facility levies, with any remaining funds being used at the district level for additional school facility projects. Third, this legislation reduces income taxes from 5.8% to 5.695%, allowing Idahoans to have more money to better support local bonds and levies related to school facilities.	Board action pending trailer bills
	644	Board of Education, Regions	Law	This legislation establishes seven geographical regions for appointment to the State Board of Education	
	1317	License Plates, Don't Tread on Me	Law	This legislation amends section 49-402 and 49-402D of Idaho Code to provide for the State Board of Education to be a permissible beneficiary of the Gadsden "Don't Tread On Me" license plate. This legislation further amends section 33-1628 of Idaho Code to establish a firearm safety grant fund and program for the purposes of firearms safety education currently found in section 33-1628 of Idaho Code	Rule; Implementation of new grant program for firearms safety
	1274	Diversity Statements, prohibition	Law	This bill will make clear Idaho's state policy that hiring, and admissions decisions must be made on merit. This bill will also guarantee that hiring and admissions decisions made by state agencies, including public colleges and universities, are not "conditioned on a requirement that applicants submit or ascribe to a diversity statement."	
	1352	Counselors, Therapists, Principles	Law	The legislation protects counselors in their fundamental rights of conscience by allowing them to decline to provide services in support of objectives which violate their sincerely held principles without fear of loss of licensure or civil or criminal action.	
	1358	Empowering parents grant	Printed, Education	Amends existing law to provide that certain qualified expenses for the Empowering Parents Grant program will be reimbursed, to establish provisions for reimbursements, and to provide that unused funds may be forfeited by a participant	Program Administration Changes and Possible Contract Amendment
	HCR026	University of Idaho, Corporation	Passed	States findings of the Legislature regarding the University of Idaho's proposed affiliation with the University of Phoenix and authorizes the Speaker of the House and the President Pro Tempore to act as agents of the Legislature in a potential legal action.	
	HCR029	Department of Administration Rule Rejection	Passed	Removes the rules governing the ITN process.	May impact ISEE Modernization timeline

	Bill #	Short Title	Final Outcome	Description	Impact
K-12 Impact	450	School district activity funds	Law	This bill adds the option of a debit or credit card to be associated with an Activity Fund account set up by the school district or school district's designee.	
	454	Advanced Opportunities	Law	Would allow for a higher proportion of a student's advanced opportunities funds to be spent on single courses. Intent is to accommodate for courses that cost more than the current ceiling.	
	566	Reading Assessment, Exemption	Law	Provides an exemption from the IRI for English language learning students, who have not been enrolled for two (2) full school years in the United States and who score less than a level two (2) on the state's English language proficiency test.	
	580	Military leave, public schools	Law	Adds to existing law to establish military leave for public school and public charter school employees.	
	581	Teachers, corporal punishment	Law	Amends existing law to revise the powers of teachers in the classroom to provide when a teacher may physically escort a student out of class and when restraint or seclusion of a student must cease.	
	1359	Education, advanced opportunities	Law	Amends existing law to increase the Advanced Opportunities funding for both public school students and nonpublic school students, to remove a spending cap for certain courses eligible for the public school Advanced Opportunity funding, and to revise provisions regarding the administration of the program for nonpublic school students	
	1361	School district boards	Law	Amends existing law to require school district boards of trustees and public charter schools to adopt certain rules of procedure for the conduct of their meetings, which shall include provisions allowing members of the public to comment and offer up items for the agenda.	
	HCR 025	Holocaust Education	Adopted	Encourages IDE to adopt age-appropriate Holocaust education in social Studies classes and develop resources and guidance for educators	
	scr116	Civics education	Signed	States findings of the Legislature, declares the importance of civics education, and supports teaching responsible citizenship in Idaho public schools.	

IDAHO DEPARTMENT OF EDUCATION
APRIL 17-18, 2024

TAB	DESCRIPTION	ACTION
1	**SUPERINTENDENT'S UPDATE – K-12 OVERVIEW**	Information Item
2	**MINIMUM STUDENT INSTRUCTIONAL DAY REQUIREMENTS – BOARD DISCUSSION**	Information item

SUBJECT

K-12 Overview

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Bylaws (Operational Procedures) Section E.4.
Section 33-125, 125A, and 127, Idaho Code

BACKGROUND/DISCUSSION

Idaho State Board of Education Bylaws establish the superintendent of public instruction as responsible for carrying out policies, procedures, and duties prescribed by the Constitution of the State of Idaho, and Idaho Code or established by the Board for all elementary and secondary school matters.

Debbie Critchfield was sworn into office as the Idaho Superintendent of Public Instruction on January 2, 2023. She will update the State Board of Education (SBOE) on the Superintendent's priorities moving forward.

- SDE 2024 Legislative and Budget Update
- Assessment and Accountability Update
  - ISAT
  - IRI
  - K-12 Report Card

BOARD ACTION

This item is for informational purposes only.

SUBJECT

Board Discussion, Minimum Student Instructional Day Requirements

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.B.2.
Section 33-512, Idaho Code
Section 33-916, Idaho Code

BACKGROUND

H 521 was introduced on February 8, 2024, and amends, repeals, and adds to existing law to revise provisions regarding tax rates, school facilities funding, and school district bond and tax levy elections.

Section 18 of H 521 amends Chapter 9, Title 33, Idaho Code by the addition of a new section, designated as Section 33-916, Idaho Code, "Eligibility of School Districts for School Modernization Facilities Fund Distributions." This section in H 521 prohibited the State Department of Education from approving school district requests for annualized distributions or for distribution from the applicable bond proceeds until school districts attested that they meet the minimum contract days and minimum student instructional day requirements of the State Board of Education, which shall be implemented no later than August 1, 2024.

HB 521 passed both the Idaho House and Senate and was signed into law by Governor Little on March 29, 2024.

H 766 was introduced as a "trailer bill" to H 521 on April 2, 2024. Section 3 of H 766 amends section 33-916, Idaho Code, on what is required of the State Board of Education. The new requirement is that in order for a school district to receive the annualized distributions or the lump sum distribution, it must attest that it meets the minimum student instructional day or hour requirements of the State Board of Education, with these requirements being adopted no later than August 1, 2024, and implemented no sooner than July 1, 2025. Additionally, the new provision in law states that the Board may phase in such requirements over a multi-year period.

H 766 passed both the Idaho House and Senate, and as of 4/8/24 is awaiting Governor Little's final signature.

DISCUSSION

The State Superintendent of Public Instruction is responsible for carrying out the policies, procedures, and duties authorized by applicable state and federal statutes and the policies and procedures of the Board for the elementary and secondary schools in Idaho.

Board discussion at the April 2024 regular board meeting is intended to update Board members on the requirements of the legislation and to seek input from all members on what is required of the Board due to these legislative updates. Action by the Board will take place at the regular June 2024 meeting. Additional data relevant to this discussion is provided below.

Additional data points around the 4-day and 5-day school week in Idaho:

There are 179 total Local Education Agencies (LEA) in Idaho (i.e., school district or public charter school)

- 94 LEAs are at a 4-day school week.
- 85 LEAs are at a 5-Day school week.

The LEAs participating in a 4-day school week are overwhelmingly rural and/or under 1,500 total student population (IIIA and smaller in size, based on IHSAA classifications)

Idaho Code 33-512 provides a statutory requirement for student hours while IDAPA 08.02.01 defines a school day or a "day in session" as 4 hours or more.

Idaho Code 33-512 (1)(a) outlines required minimum hours as follows:

Grades 9-12 990 hours	**Grades 4-8 & Alternative Schools** 900 hours	**Grades 1-3** 810 hours	**Kinder *** 450 hours *Kindergarten is not required in Idaho

The average 4-day district's students attend 1030 hours, while the average 5-day district's students attend 1049.

Average 4-day: 146
Average 5-day: 172
Total statewide average: 159

LEAs below this 4-day average:

4	140
2	141
6	142
10	143
11	144
5	145

Additional historical perspective:

- In 1963, the state mandated that schools could have no less than 9 months of school.
- In 1991, the state implemented hours to allow districts to meet required minimums, however they chose.

High Performing districts are both 4 and 5-day. Many 4-day districts offer a hybrid day, with students coming on some Fridays and teachers always working on Fridays.

Here is an example from each IASA region:

Region	LEA	DAYS	WEEK SCHEDULE	IRI 3 year Average	FRL
1	Kootenai	167	5	85%	30%
2	Nez Perce	168	5	81%	46%
3	Melba	144	4	86%	34%
4	Murtaugh	162	Hybrid	74%	62%
5	North Gem	147	4	81%	39%
6	Bonneville	171	Hybrid	69%	31%

IMPACT

Local school districts and public charter schools have set or are in the process of setting their academic calendars for the 2024/2025 school year in line with the provisions of section 33-512, Idaho Code.

This new requirement of the Board on setting minimum instructional days will be phased in and not have an immediate impact on these academic calendars.

The Board will consider taking action on establishing minimum instructional days at the June 2024 regular board meeting.

BOARD ACTION

This item is for informational purposes only.

TAB	DESCRIPTION	ACTION
1	**FY 2023 FINANCIAL STATEMENT AUDITS**	Action Item
2	**UNIVERSITY OF IDAHO** Utility Public/Private Partnership – Amended and Restated Concession Agreement	Action Item
3	**UNIVERSITY OF IDAHO** Updated 6-Year Capital Project Plan	Action Item
4	**UNIVERSITY OF IDAHO** Design and Construction - Addition to the Huckabay WWAMI Medical Education Building	Action Item

SUBJECT

College/University FY2023 audit findings reported by the Idaho State Board of Education's external auditor

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.H.4.f.

BACKGROUND/DISCUSSION

The Idaho State Board of Education (Board) is in contract with CliftonLarsonAllen LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College.

The financial audits for FY2023 were conducted in accordance with Generally Accepted Government Auditing Standards and include an auditor's opinion on the basic financial statements prepared by each of the four institutions.

IMPACT

There were no material weaknesses or significant deficiencies for any of the four institutions for the financial statements, however there were material weaknesses and significant deficiencies found in the federal awards, mostly pertaining to student financial aid. Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College all received unmodified opinions from CLA that their respective financial statements present a true and fair reflection on their financial statements and compliance for major federal programs.

ATTACHMENTS

Attachment 1 - CliftonLarsonAllen Audit Results Report
Attachment 2 - Boise State University Schedule of Findings/Questioned Costs
Attachment 3 - Idaho State University Schedule of Findings/Questioned Costs
Attachment 4 - University of Idaho Schedule of Findings/Questioned Costs
Attachment 5 - Lewis-Clark State College Schedule of Findings/Questioned Costs

STAFF COMMENTS AND RECOMMENDATIONS

On November 7, 2023, CliftonLarsonAllen (CLA) staff reviewed their audit findings with members of the Audit, Risk and Compliance Committee and Board staff. This was followed by presentations by senior managers from the college and universities on their financial statements.

The University of Idaho Foundation (a component unit reported in the University of Idaho's financial statements) continues to stay with Governmental Accounting Standards Board (GASB) presentation for their financial statements when CLA believes the Foundation should follow Financial Accounting Standards Board (FASB) presentation. CLA will continue to monitor this item for materiality.

CLA indicated that each College and University was cooperative and helpful.

On March 29, 2024, CLA reviewed the single audit findings with members of the Audit, Risk and Compliance Committee and Board staff.

BOARD ACTION

I move to accept from the Audit Committee the FY2023 financial audit reports for Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College, as submitted by CliftonLarsonAllen LLP in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes_____ No_____



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Idaho Office of State Board of Education

Fiscal Year 2023

Financial Statements and Single Audits Results

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Agenda

- Introductions
- Scope of Engagements
- Responsibilities under GAAS
- Unique Items
- Results of Financial Statement Audit
- Required communications
- Results of Single Audit
- Questions



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Idaho
OSBE

Boise State University
- Jean Bushong
- Dominic Fabrizio

Idaho State University
- Chris Suda
- Tim Richter

University of Idaho
- Caroline Wright/Jean Bushong
- Sarah Tiau

Lewis-Clark State College
- Caroline Wright
- Sarah Tiau



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Scope of Engagements



Financial Statement Audits



Single Audits



NCAA Agreed Upon Procedures

BSU

ISU

UI



BSU Public Radio Audit and CPB Filing

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Status of Each Engagement

Financial Statement Audit

- All 4 institutions reports have been issued

Single Audit

- BSU – in final review
- ISU – 6 programs. Testing ongoing.
- UI issued
- LCSC issued

NCAA Agreed Upon Procedures

- Fieldwork has begun

BSU Public Radio

- Fieldwork has begun



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Responsibilities under US Generally Accepted Auditing Standards (GAAS)



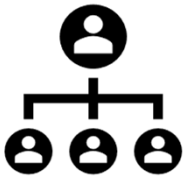
Opinion: Financial statements in conformity with U.S. GAAP in all material respects.



Reasonable assurance free from material misstatement; not absolute



Risk-based audit: What is the risk of material error due to error, fraud, or noncompliance?



Our audit does not relieve management of its responsibilities.



Opinion is not over internal controls; opinion is over financial statements

Customized. Risk-based. Performed by Industry Professionals.

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We'll Get You There

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

Unique Audit Issues

GASB Statement 96, *Subscription-Based Information Technology Arrangements*

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Financial Statement Audit Results

Independent Auditors' Report

- Opinion – Unmodified
- Auditors' Responsibility
- Management's Responsibility
- Required Supplementary Information and Other Information
- Government Auditing Standards Report

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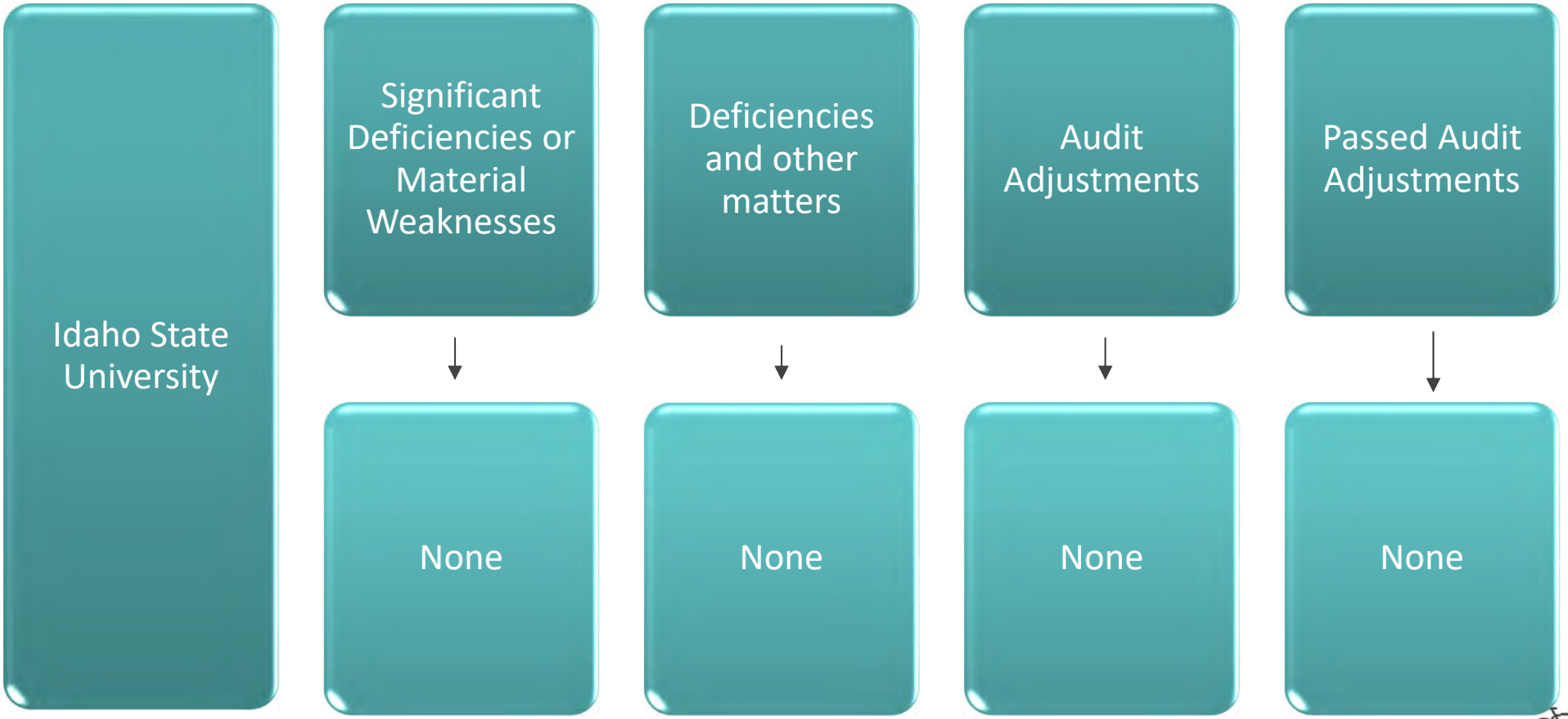
Financial Statement Results (continued)

Boise State University	Significant Deficiencies or Material Weaknesses	Deficiencies and other matters	Audit Adjustments	Passed Audit Adjustments
	None	Payroll access rights	None	Grant revenue overstatement of $2.3 million (projected, actual $42k)

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Financial Statement Results (continued)



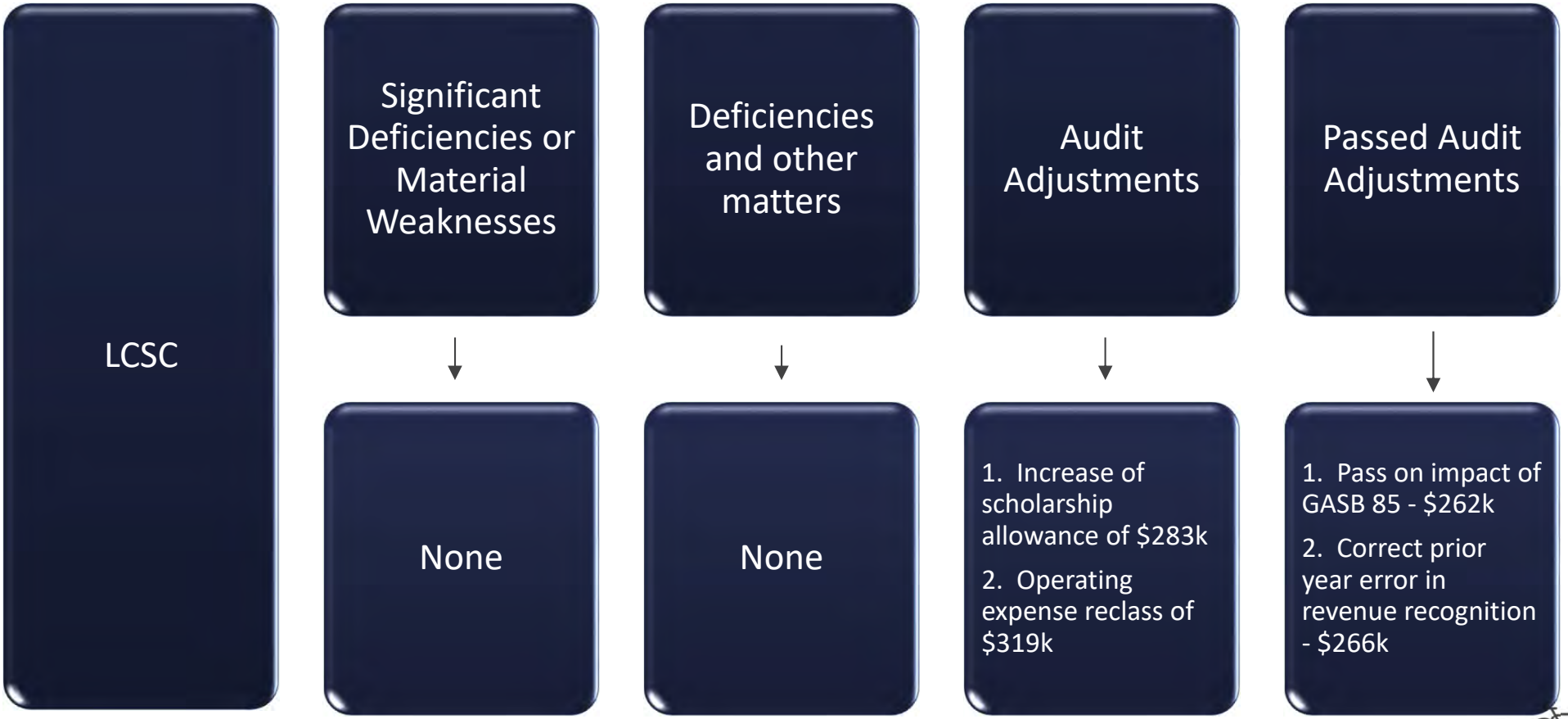
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Financial Statement Results (continued)

	Significant Deficiencies or Material Weaknesses	Deficiencies and other matters	Audit Adjustments	Passed Audit Adjustments
University of Idaho	None	Error in bank reconciliation process	Increase cash and decrease accounts receivable for $2.4 million	1. Unrecorded liability/operating exp of $1.5 million (projected, actual $2k) 2. Over capitalization of CIP of $3.4 million (projected, actual $284k) 3. Prior year correction of bond refunding $4.9 million 4. Correction to liability under GASB 94 for $2.1 million 5. Foundation reporting under GASB vs FASB

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Financial Statement Results (continued)



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Required Communications

Qualitative Aspects of Accounting Practices	New policy: GASB Statement No. 96 and 94 Accounting Estimates Financial Disclosures
Difficulties Encountered in Performing the Audit – None	
Uncorrected Misstatements:	See slides above
Corrected Misstatements:	See slides above

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Required Communications

Disagreements with Management	None
Management Representations	
Management Consultations with other Independent Accountants	None
Significant Issues Discussed with Management Prior to Engagement	None
Other Audit Findings or Issues	None

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Single Audit Update

Boise State University	Idaho State University
Research and Development	6 major programs
In final review	Final testing wrap up
Anticipated reportable items:	Anticipated reportable items

Proper review of general disbursements	Timely payment of subrecipients	Reports review	Timely payments of subrecipients	Procurement	Suspension & Debarment	240 day checks	Disbursement Notifications	NSLDS Status changes not timely

**Pending completion of review*



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Single Audit Update (continued)

University of Idaho	Lewis-Clark State College
Student Financial Aid	Student Financial Aid
Report issued	Report issued
Reportable items:	Reportable items
240 day checks	NSLDS Reporting
NSLDS Reporting	Perkins loan retention
Under –awarded direct loan	
SEOG awarding	
Lack of review of professional judgement	

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THANK YOU!

Management and staff were very cooperative and helpful.

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Questions?



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WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

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BOISE STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

- Internal control over major federal programs:
  - Material weakness(es) identified? _____ yes ____x____ no
  - Significant deficiency(ies) identified? ____x____ yes _____ none reported
- Type of auditors' report issued on compliance for major federal programs: Unmodified
- Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ____x____ yes _____ no

Identification of Major Federal Programs

Assistance Listing Number(s)	**Name of Federal Program or Cluster**
Various	Research and Development Cluster

Dollar threshold used to distinguish between Type A and Type B programs: $3,000,000

Auditee qualified as low-risk auditee? ____x____ yes _____ no

BOISE STATE UNIVERSITY
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

2023 – 001 – Cash Management

Federal Agency: U.S. Federal Government

Federal Program Title: Research and Development Cluster

Assistance Listing Number: Various

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: The Federal Government requires that when the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper (2 CFR section 200.305(b)(3)). Per Uniform Guidance 2 CFR 200.303, nonfederal entities receiving federal awards are required to establish and maintain internal controls designed to reasonably ensure compliance with federal laws, regulations, and program compliance requirements.

Condition: The University did not make payment to Subrecipients within the required 30 calendar days after receipt of the billing.

BOISE STATE UNIVERSITY
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

Context: Nine exceptions were identified in a sample of forty subrecipient draw requests. Of the nine exceptions noted, exceptions ranged from 31 days to 90 days.

Questioned costs: None.

Cause: There was a misunderstanding of processes from backup staff. Additionally, there were delays in the department resulting in invoices not being processed timely. Lastly, approvals from the respective Principal Investigators were not being routed correctly.

Effect: Subrecipients did not receive their reimbursement timely and in accordance with federal regulations.

Repeat finding: No

Recommendation: We recommend the University evaluate its procedures and implement an additional control to review and approve the subrecipient reimbursements timely.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

2023 – 002 – Allowable Costs/Cost Principles

Federal Agency: U.S. Federal Government

Federal Program Title: Research and Development Cluster

Assistance Listing Number: Various

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: Entities receiving federal awards must identify in its accounts all federal awards expended and report those amounts on the Schedule of Expenditures of Federal Awards for the period the federal award was expensed. Specifically, in accordance with Uniform Administrative Requirements outlined in 2 CFR 200, the guidance states:

- Per 2 CFR 200.502, The determination of when a Federal award is expended must be based on when the activity related to the Federal award occurs.

BOISE STATE UNIVERSITY
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

- Per 2 CFR 200.303, entities must establish and maintain internal controls which provide reasonable assurance that federal award expenditures are in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

- In addition, per 2 CFR 200.510, the Schedule of Expenditures of Federal Awards (SEFA) must be prepared to reflect the awards for the period covered by the auditee's financial statements.

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

- Lastly, section 2 CFR 200.510 states that for costs to be allowable, they should be determined in accordance with generally accepted accounting principles (with exceptions provided in that part).

Condition: The University's year-end cutoff controls allowed for certain costs from Fiscal Year 2022 to not be reported in the Fiscal Year 2022 SEFA but rather reported in the Fiscal Year 2023 SEFA.

Context: During our testing of 40 payroll transactions, we found one instance of 2022 fringe benefits being charged to a federal program in 2023. In addition, during our testing of 40 general disbursements transactions, we identified four instances of 2022 costs being charged to federal programs in 2023.

Questioned costs: Known amounts of 2022 costs included in the 2023 SEFA was $3,214. (ALNs: 47.041, 47.083, 93.866, and 10.310 Award Numbers: 1663642, 1757324, R01AG059923, and 2022-67020-36410)

Cause: Per the University, the cause for the five exceptions were due to:

- The one payroll exception was due to the 2021-2022 Human Capital Management (HCM) implementation and the issues that implementation brought about. As disclosed in a direct communication with the University's cognizant agency, the initial custom software used for the allocation of fringe benefit costs did not work appropriately. As a result, throughout 2022, the University dedicated significant resources to address the HCM shortcomings. Then, in 2023, various corrections were made (again, as disclosed to the cognizant agency.) This sample was one of those costs that was identified as not properly being allocated to the federal program in the prior year; thus, was charged to the federal government in the current fiscal year.
- Three of the four general disbursement exceptions related to the University's procurement card accrual policy. Currently, the University's accrues for procurement card purchases through June 23, which leaves seven days of activity that flows into the next fiscal year. Three of our samples relate to procurement card charges incurred during these seven days.
- The last of the four general disbursements that related to a prior year but reported in the Fiscal Year 2023 was due to a staffing issue. A key employee responsible for monitoring specific departmental charges fell ill and was out for a period of time. Upon the employee's return, the employee spent time analyzing charges and identified the cost that should have been recorded as a federal charge in the prior year; thus, then charged the federal agency in Fiscal Year 2023.

Effect: The University was out of compliance as it relates to identifying and reporting federal costs in the period incurred.

Repeat finding: No

BOISE STATE UNIVERSITY
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

Recommendation: We recommend the University evaluate its cutoff procedures to ensure federal costs are identified and reported in the correct fiscal year.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

BOISE STATE UNIVERSITY
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2023

Section IV – Prior Year Findings

FINDINGS— FEDERAL AWARD PROGRAMS AUDITS

2022 – 001 R2T4

Condition: The University calculated R2T4 for modular students that had completed more than 49% of the days in the payment period. In addition, the University calculated one student's return using the incorrect completed percentage.

Status: Corrected.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? ____x____ yes _____ no
   - Significant deficiency(ies) identified? ____x____ yes _____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ____x____ yes _____ no

Identification of Major Federal Programs

Assistance Listing Number(s)	Name of Federal Program or Cluster
Various	Student Financial Assistance Cluster
93.884	Primary Care Training and Enhancement
Various	Research and Development Cluster
84.042, 84.044, 84.047, 84.066, 84.217	TRIO Cluster
11.300	Economic Development Cluster
94.006	AmeriCorps
93.434	Every Student Succeeds Act/Preschool Development Grants

Dollar threshold used to distinguish between Type A and Type B programs: $808,704

Auditee qualified as low-risk auditee? ____X____ yes _____ no

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs

2023-001: Reporting

Federal agency: Department of Health and Human Services

Federal program title: Primary Care Training and Enhancement & Every Student Succeeds Act/Preschool Development Grants

Assistance Listing Number: 93.884 & 93.434

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: Uniform Grant Guidance (2 CFR 200.303) requires nonfederal entities receiving Federal awards establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations, and program compliance requirements. Effective internal controls should include procedures to ensure reports are formally reviewed by someone who did not prepare the report to verify the correct information and data is submitted.

Condition & Context: The University did not have a documented or formal review and approval process in place for reports prior to submission.

Questioned costs: None.

Cause: Supervisory review and approval is currently undocumented and is only communicated verbally.

Effect: Failure to properly review Reports could result in an improper information and data being submitted.

Repeat Finding: No.

Recommendation: ISU should implement formal review procedures to document review and approvals over required reports.

Views of responsible officials: Management agrees with this finding.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

2023-002: Cash Management-Subrecipient

Federal Agency: U.S. Federal Government

Federal Program Title: Research and Development Cluster

Assistance Listing Number: 93.859

Federal Award Identification Number and Year: 1R01GM137083 - 2023

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: The Federal Government requires that when the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper (2 CFR section 200.305(b)(4)). In addition, per the Uniform Guidance 2 CFR 200.303, nonfederal entities receiving federal awards are required to establish and maintain internal controls designed to reasonably ensure compliance with federal laws, regulations, and program compliance requirements.

Condition: The University did not make payment to Subrecipients within the required 30 calendar days after receipt of the billing.

Context: One subrecipient invoice, totaling $1,601, out of 8 tested, totaling $43,340, was not paid within the required 30 days.

Questioned costs: None.

Cause: The invoice was sent to the wrong email for approval.

Effect: Subrecipients did not receive their reimbursement timely.

Repeat finding: No

Recommendation: We recommend the University evaluate its procedures and implement an additional control to review and approve the Subrecipient reimbursements timely.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

2023-003: Procurement

Federal Agency: U.S. Federal Government

Federal Program Title: Research and Development Cluster

Assistance Listing Number: Various

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: The Federal Government requires that all procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR section 200.319 and 2 CFR section 200.320. In addition, per the Uniform Guidance CFR 200.303, nonfederal entities receiving federal awards are required to establish and maintain internal controls designed to reasonably ensure compliance with federal laws, regulations, and program compliance requirements.

Condition: The University did not have documentation for reasonings of why they did not obtain competitive bids.

Context: During our testing we identified 2 of the 8 contracts tested did not include adequate documentation to award the contracts without a competitive bid process.

Questioned costs: $27,287

Cause: A misunderstanding of the procurement process by grant personnel.

Effect: Documentation for why the University did not obtain competitive bids was undocumented.

Repeat finding: No

Recommendation: We recommend the University evaluate its procedures and implement an additional control to document reasons for obtaining competitive bids.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

2023-004: Suspension Debarment

Federal Agency: U.S. Federal Government

Federal Program Title: Research and Development Cluster

Assistance Listing Number: Various

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: The Federal Government requires that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity, as defined in 2 CFR section 180.995 and agency adopting regulations, is not suspended or debarred or otherwise excluded from participating in the transaction. In addition, per the Uniform Guidance 2 CFR 200.303, nonfederal entities receiving federal awards are required to establish and maintain internal controls designed to reasonably ensure compliance with federal laws, regulations, and program compliance requirements.

Condition: The University was not able to provide a verification check occurring before entering into contract with a vendor/subrecipient.

Context: During our testing of 5 contracts out of a population of 14 vendors/subrecipients, we identified one vendor/subrecipient that the University could not provide a verification check prior to entering the contract.

Questioned costs: None.

Cause: Verification check did not occur before entering into contract with vendor/subrecipient.

Effect: The University entered into contract with a vendor/subrecipient prior to performing a verification check.

Repeat finding: No

Recommendation: We recommend the University evaluate its procedures and implement an additional control to ensure verification checks are occurring prior to entering into contract with a vendor/subrecipient.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

2023-005: Special Tests & Provisions

Federal Agency: Department of Education

Federal Program Title: Student Financial Assistance Cluster

Assistance Listing Number: Various

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: The Department of Education, 2 CFR part 200 section 200.303, requires that non-Federal entities receiving Federal awards (i.e., auditee management) establish and maintain internal control designed to reasonably ensure compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The Code of Federal Regulations, 34 CFR 688.164, requires any Title IV federal funds disbursed to a student or parent that are not received or negotiated must be returned to the appropriated federal financial aid program no later than 240 days after the check or electronic fund transfer (EFT) was issued. If a check or an EFT is returned, the University may make additional attempts to deliver the funds, provided that those attempts are made no later than 45 days after the funds were returned or rejected. In case where the University does not make another attempt, the funds must be returned before the end of the initial 45-day period. The University must cease all attempts to disburse the funds and return them no later than 240 days after the date it issued the first check. Under no circumstances may unclaimed Title IV FSA funds escheat to the state, or revert to the University, or any other third party.

Condition: The University was not in compliance with the federal financial aid regulations requirement that any Title IV federal funds disbursed to a student or parent that are not received or negotiated must be returned to the appropriated federal financial aid program no later than 240 days after the check or electronic fund transfer (EFT) was issued.

Context: During the testing of the outstanding Title IV student check listing totaling 76 outstanding checks, we identified eight instances of stale checks that were aged greater than 240 days.

Questioned costs: $14,949.02

Cause: The University did not have a process in place to monitor the checks throughout the year.

Effect: The University is not in compliance with Department of Education requirements.

Repeat finding: No

Recommendation: We recommend that the University review the requirement and implement a monitoring control to monitor the checks throughout the year. In addition, for the checks outstanding greater than 240 days, the University should return the funding to the U.S. Department of Education.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

2023-006: Eligibility

Federal Agency: Department of Education

Federal Program Title: Student Financial Assistance Cluster

Assistance Listing Number: Various

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Material Weakness

Criteria or specific requirement: The Department of Education requires the institution must notify the student, or parent, in writing of (1) the date and amount of the disbursement; (2) the student's right, or parent's right, to cancel all or a portion of that loan or loan disbursement and have the loan proceeds returned to the holder of that loan or the TEACH Grant payments returned to ED; and (3)the procedure and time by which the student or parent must notify the institution that he or she wishes to cancel the loan, TEACH Grant, or TEACH Grant disbursement. The notification requirement for loan funds applies only if the funds are disbursed by EFT payment or master check (34 CFR 668.165). In addition, per the Uniform Guidance 2 CFR 200.303, nonfederal entities receiving federal awards are required to establish and maintain internal controls designed to reasonably ensure compliance with federal laws, regulations, and program compliance requirements.

Condition: The University did not properly notify students when loans were disbursed and credited to student's accounts.

Context: During our Eligibility testing of 40 students, we identified that there were 29 students that received loan disbursements however, all 29 students did not receive the required notification for each loan disbursement.

Questioned costs: None

Cause: The college did not send loan disbursement notifications, notifications were only provided when aid amounts changed from their initial award letter.

Effect: Tailored award disbursement notifications inform the student or parent of the right to cancel all or a portion of that loan or loan disbursements and have the loan proceeds returned to the holder of that loan. The notifications also outline the procedure and time by which the student or parent must notify the institution that he or she wishes to cancel the loan.

Repeat finding: No

Recommendation: We recommend the University evaluate its procedures around disbursements of loans and ensure that notifications of disbursements are sent and contain all of the required elements outlined in the FSA handbook.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

IDAHO STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

2023-007: Special Tests & Provisions

Federal Agency: Department of Education

Federal Program Title: Student Financial Assistance Cluster

Assistance Listing Number: Various

Federal Award Identification Number and Year: Multiple

Award Period: July 1, 2022 to June 30, 2023

Type of Finding:

- Other Matters
- Significant Deficiency in Internal Control over Compliance

Criteria or specific requirement: The Code of Federal Regulations, 34 CFR 682.610, states that institutions must report accurately the enrollment status of all students regardless of if they receive aid from the institution or not. Changes to said status are required to be reported within 30 days of becoming aware of the status change, or with the next scheduled transmission of statuses if the scheduled transmission is within 60 days. In addition per the Uniform Guidance 2 CRF 200.303, non-federal entities receiving federal awards are required to establish and maintain internal controls designed to reasonable ensure compliance with federal laws, regulations, and program compliance requirements.

Condition: The University did not properly report student enrollment changes for students who received federal student aid to the National Student Loan Data System (NSLDS).

Context: During our testing of 40 students, we identified one instance for which the student's enrollment status was not correctly reported to NSLDS, two instances where the enrollment effective date was not reported correctly to NSLDS and nine instances where the status changes were not reported timely to NSLDS.

Questioned costs: None

Cause: The University did not have proper procedures in place to verify students status in NSLDS matched the institutions records in a timely manner.

Effect: Failure to properly report enrollment status changes on NSLDS could affect the timing of the grace period for repayment of Title IV loans. Additionally, the College was not in compliance with the requirements to properly report student enrollment data correctly or timely to NSLDS.

Repeat finding: No

Recommendation: We recommend that the University implement procedures to ensure that enrollment data, changes in status and effective dates within NSLDS match the records of the institution and are reported timely. And we recommend that the College implement formal review procedures to document the review process.

Views of responsible officials: Management agrees with the finding and has developed a plan to correct the finding.

IDAHO STATE UNIVERSITY
SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

Section IV – Prior Year Findings

FINDINGS— FEDERAL AWARD PROGRAMS AUDITS

2022-001: Cash Management

Type of Finding:

- Significant Deficiency in Internal Control over Compliance

Condition: The University did not have a formal documented review process in place to ensure G5 drawdowns were reviewed prior to submitting the drawdown request.

Status: Corrected.

UNIVERSITY OF IDAHO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023

Section I – Summary of Auditors' Results

Financial Statements

1.	Type of auditors' report issued:	Unmodified	
2.	Internal control over financial reporting:		
	• Material weakness(es) identified?	_____ yes	____x____ no
	• Significant deficiency(ies) identified?	_____ yes	____x____ none
3.	Noncompliance material to financial statements noted?	_____ yes	____x____ no

Federal Awards

1.	Internal control over major federal programs:		
	• Material weakness(es) identified?	_____ yes	____x____ no
	• Significant deficiency(ies) identified?	____x____ yes	_____ none
2.	Type of auditors' report issued on compliance for major federal programs:	Unmodified	
3.	Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____x____ yes	_____ no

Identification of Major Federal Programs

84.007, 84.033, 84.038, 84.063, 84.268	Student Financial Assistance Cluster
Dollar threshold used to distinguish between Type A and Type B programs:	$3,000,000
Auditee qualified as low-risk auditee?	____x____ yes _____ no

UNIVERSITY OF IDAHO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

2023-001

Federal Agency: U.S. Department of Education

Federal Program Name: Student Financial Assistance Cluster

Assistance Listing Number: 84.268 – Federal Direct Loans
84.063 – Federal Pell Grant Program
84.007 – Federal Supplemental Educational Opportunity Grants

Federal Award Identification Number and Year: 2022-2023 – P268K23010, P063P220101, P007A221093

Award Period: July 1, 2022 to June 30, 2023

Type of Finding: -Significant Deficiency in Internal Control Over Compliance
-Other Matters

Criteria or specific requirement: 2 CFR part 200 section 200.303 requires that non-Federal entities receiving Federal awards (i.e., auditee management) establish and maintain internal control designed to reasonably ensure compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The Code of Federal Regulations, 34 CFR 688.164, requires any Title IV federal funds disbursed to a student or parent that are not received or negotiated must be returned to the appropriated federal financial aid program no later than 240 days after the check or electronic fund transfer (EFT) was issued. If a check or an EFT is returned, the University may make additional attempts to deliver the funds, provided that those attempts are made no later than 45 days after the funds were returned or rejected. In case where the University does not make another attempt, the funds must be returned before the end of the initial 45-day period. The University must cease all attempts to disburse the funds and return them no later than 240 days after the date it issued the first check. Under no circumstances may unclaimed Title IV FSA funds escheat to the state, or revert to the University, or any other third party.

Condition: During our testing of the 240-day requirement, we noted the University was not in compliance with the federal financial aid regulations requirement that any Title IV federal funds disbursed to a student or parent that are not received or negotiated must be returned to the appropriated federal financial aid program no later than 240 days after the check or electronic fund transfer (EFT) was issued.

Questioned costs: 84.268 – Federal Direct loans – $25,871
84,063 – Federal Pell Grant Programs – $1,477
84.007 – Federal SEOG Grant Programs – $14

UNIVERSITY OF IDAHO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-001 (Continued)

Context: During our testing, it was noted 68 out of 708 outstanding checks were Title IV federal funds checks that were over the 240-day limit.

Cause: The University did not have adequate processes in place to monitor outstanding Title IV disbursement checks throughout the year.

Effect: The University is not in compliance with Department of Education requirements.

Repeat finding: No

Recommendation: CLA recommends that the University review the requirement and implement a monitoring control to monitor the checks throughout the year. In addition, for the checks outstanding greater than 240 days, the University should return the funding to the U.S. Department of Education.

Views of Responsible Officials: There is no disagreement with the audit finding, and the university has implemented stronger controls over these processes.

2023-002

Federal Agency: U.S. Department of Education

Federal Program Name: Student Financial Assistance Cluster

Assistance Listing Number: 84.268 – Federal Direct Loans
84.063 – Federal Pell Grant Program
84.007 – Federal Supplemental Educational Opportunity Grants
84.033 – Federal Work Study Program

Federal Award Identification Number and Year: 2022-2023 – P268K23010, P063P220101, P007A221093, P033A221093

Award Period: July 1, 2022 to June 30, 2023

Type of finding: -Significant Deficiency in Internal Control Over Compliance
-Other Matters

Criteria or specific requirement: The Code of Federal Regulations, 34 CFR 682.610, states that institutions must report accurately the enrollment status of all students regardless of if they receive aid from the institution or not. This includes the enrollment effective date and related enrollment status, which must be reported for both the Campus-Level and the Program-Level, as well as the program begin date. Changes to said status are required to be reported within 30 days of becoming aware of the status change, or with the next scheduled transmission of statuses if the scheduled transmission is within 60 days. In addition, Uniform Grant Guidance (2 CFR 200.303) requires nonfederal entities receiving Federal awards establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations, and program compliance requirements.

UNIVERSITY OF IDAHO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-002 (Continued)

Condition: There were instances in which the University did not report the correct status and effective dates and status changes were not always reported timely.

Questioned costs: None

Context: In our statistically valid sample of sixty students selected for NSLDS enrollment reporting testing, we identified ten samples for which the student's change in enrollment status was not properly updated. Five samples for which the enrollment effective date was not reported correctly. The status change for three samples was not reported timely and those same three samples enrollment was not certified every 60 days.

Cause: University of Idaho did not have proper procedures in place to verify students' status in NSLDS matched the institutions records in a timely manner.

Effect: Failure to properly report enrollment status changes on NSLDS could affect the timing of the grace period for repayment of Title IV loans. Additionally, the University was not in compliance with the requirements to properly report student enrollment data correctly or timely to NSLDS.

Repeat finding: No.

Recommendation: We recommend that the University work with their third-party servicer and implement procedures to ensure that enrollment data, changes in status and effective dates within NSLDS are reported timely. And we recommend that the University implement formal review procedures to document the review process.

Views of responsible officials: There is no disagreement with the audit finding.

2023-003

Federal Agency: U.S. Department of Education

Federal Program Name: Student Financial Assistance Cluster

Assistance Listing Number: 84.268 – Federal Direct Loans

Federal Award Identification Number and Year: 2022-2023 P268K23010

Award Period: July 1, 2022 to June 30, 2023

Type of Finding: -Significant Deficiency in Internal Control Over Compliance
-Other Matters

UNIVERSITY OF IDAHO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-003 (Continued)

Criteria or specific requirement: The amount of a student's federal direct loan award for an academic year is based on year in college and enrollment level. CFR 685.203 lays out the calculation for both federal direct subsidized loans and unsubsidized loans. In addition, Uniform Grant Guidance (2 CFR 200.303) requires nonfederal entities receiving Federal awards establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations, and program compliance requirements.

Condition: The University under awarded 1 student for Federal Direct Loans.

Questioned costs: None

Context: During our eligibility testing of forty students, one student was under awarded federal direct unsubsidized loans by $2,000. Student had transfer credits that came in after loan awards were disbursed that resulted in a change in class standing. Student was eligible for $2,000 in additional loans but was not notified of the additional amount available.

Cause: The University did not have proper procedures in place to identify when a student changes class standing in the middle of the term.

Effect: Student was under awarded Federal Direct Unsubsidized loans.

Repeat finding: No.

Recommendation: We recommend that the University refine its procedure for identifying when students change class standing in the middle of the term so students can then be notified of their change in class standing that resulted in an increase to their award package.

Views of responsible officials: There is no disagreement with the audit finding.

2023-004

Federal Agency: U.S. Department of Education

Federal Program Name: Student Financial Assistance Cluster

Assistance Listing Number: 84.007 – Federal Supplemental Educational Opportunity Grants

Federal Award Identification Number and Year: 2022-2023 – P007A221093

Award Period: July 1, 2022 to June 30, 2023

Type of Finding: -Significant Deficiency in Internal Control Over Compliance
-Other matters

UNIVERSITY OF IDAHO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-004 (Continued)

Criteria or specific requirement: The Code of Federal Regulations, 34 CFR 676.10(a)(1) and (2) states "In selecting among eligible students for FSEOG awards in each award year, an institution shall select those students with the lowest expected family contributions who will also receive Federal Pell Grants in that year. If the institution has FSEOG funds remaining after giving FSEOG awards to all the Federal Pell Grant recipients at the institution, the institution shall award the remaining FSEOG funds to those eligible students with the lowest expected family contributions who will not receive Federal Pell Grants." In addition, Uniform Grant Guidance (2 CFR 200.303) requires nonfederal entities receiving Federal awards establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations, and program compliance requirements.

Condition: The University awarded FSEOG to students with EFC's higher than zero (the lowest expected family contribution) when there were students with the zero EFCs who did not receive FSEOG and were eligible to receive FSEOG.

Questioned Costs: $8,422

Context: In our sample of 8 FSEOG recipients there were four that had an EFC higher than zero. Two of the four were within the University's policy to award eligible students with EFCs in the 0-3500 range who meet the priority deadline. The other two were above the 3500 EFC policy level that had requested funding due to special financial situations. In our eligibility sample of 40, we noted there were Pell recipients with a zero EFC and remaining need that were not awarded FSEOG funds.

Cause: The University's policy is to award FSEOG to PELL recipients who have met the FAFSA priority deadline and have an EFC below 3,500. The University policy for awarding FSEOG funds was not capturing all students who had the lowest EFC and remaining need.

Effect: The University is not in compliance with the FSEOG awarding guidelines.

Repeat finding: No

Recommendation:
We recommend that the University review their FSEOG awarding policy and procedures to ensure FSEOG is awarded to students with the lowest expected family contributions receive the funding.

Views of responsible officials: There is no disagreement with the audit finding.

UNIVERSITY OF IDAHO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-005

Federal agency: U.S. Department of Education

Federal Program Name: Student Financial Assistance Cluster

Assistance Listing Number: 84.268 – Federal Direct Loans
84.063 – Federal Pell Grant Program
84.007 – Federal Supplemental Educational Opportunity Grants
84.033 – Federal Work Study Program

Federal Award Identification Number and Year: 2022-2023 – P268K23010, P063P220101, P007A221093, P033A221093

Award Period: July 1, 2022 to June 30, 2023

Type of Finding: -Significant Deficiency in Internal Control Over Compliance

Criteria or specific requirement: Uniform Grant Guidance (2 CFR 200.303) requires nonfederal entities receiving Federal awards establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations, and program compliance requirements.

Condition: The University did not have observable controls to test over the professional judgement process. The University had an instance in which supervisory review of the verification procedure was not documented.

Questioned costs: None.

Context: During the testing of eligibility, we noted there were three instances in which professional judgement was used in the awarding process. We were unable to identify a specific control in place to ensure that any errors in professional judgement process would be prevented and detected in a timely manner. We did note that there is no formal review process over the professional judgement process. In addition, we noted in our verification testing that one out of twelve students tested did not have a signed statement of educational purpose by either the preparer or the reviewer.

Cause: There are no procedures to review professional judgement decisions made by the person performing the process. The review process for verification procedures was not being followed.

Effect: It is possible that errors could occur and not be caught in a timely manner.

Repeat finding: No

Recommendation: We recommend the University implement formal review procedures over the professional judgement process and to improve the process for review of verification documents so that it is not overlooked.

Views of responsible officials and planned corrective action: There is no disagreement with the audit finding.

LEWIS-CLARK STATE COLLEGE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023

Section I – Summary of Auditors' Results

- ***Financial Statements***

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

- ***Federal Awards***

1. Internal control over major federal programs:
   - Material weakness(es) identified? ____x____ yes _____ no
   - Significant deficiency(ies) identified? ____x____ yes _____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ____x____ yes _____ no

Identification of Major Federal Programs

Assistance Listing Number(s)	**Name of Federal Program or Cluster**
84.007, 84.033, 84.038, 84.063, 84.268 84.379, 93.364	Student Financial Assistance Cluster

Dollar threshold used to distinguish between Type A and Type B programs: $750,000/$187,500

Auditee qualified as low-risk auditee? ____x____ yes _____ no

LEWIS-CLARK STATE COLLEGE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

LEWIS-CLARK STATE COLLEGE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs

2023-001 Errors in Reporting for NSLDS

Federal Agency: Department of Education

Federal Program Name: Student Financial Assistance Cluster

Assistant Listing Number: 84.007/84.033/84.063/84.268/84.379/93.364

Federal Award Identification Number and Year: P268K230100 - 2023, P007A221087 - 2023, P063P220100 - 2023, P033A221087 - 2023, P379T230100 - 2023, E4C14916 - 2023

Award Period: July 1, 2022 to June 30, 2023

Type of Finding: Material Weakness in Internal Control over Compliance; Compliance, Material Noncompliance

Criteria or Specific Requirement: The Code of Federal Regulations, 34 CFR 682.610, states that institutions must report accurately the enrollment status of all students regardless of if they receive aid from the institution or not. Changes to said status are required to be reported within 30 days of becoming aware of the status change, or with the next scheduled transmission of statuses if the scheduled transmission is within 60 days.

Condition: The College did not correctly update student status changes and enrollment effective dates, nor did the College do so timely.

Questioned Costs: None

Context: In our statistically valid sample of sixty students selected for NSLDS enrollment reporting testing, we identified twenty eight samples for which the student's enrollment status was not correctly reported to NSLDS, thirty samples for which the enrollment effective date was not correctly reported to NSLDS, twenty eight samples for which the change in status was not reported timely to NSLDS, and twenty eight samples for which the enrollment was not certified within 60 days.

Cause: The College did not timely or properly report student status changes to NSLDS through their third-party servicer, National Student Clearinghouse (NSC).

Effect: Failure to properly report enrollment status changes on NSLDS could affect the timing of the grace period for repayment of Title IV loans. Additionally, the College was not in compliance with the requirements to properly report student enrollment data correctly or timely to NSLDS.

Repeat Finding: Yes, 2022-002

Recommendation: We recommend that the College work with their third-party servicer and implement procedures to ensure that enrollment data, changes in status and effective dates within NSLDS are reported timely.

Views of Responsible Officials and Planned Corrective Action: Management agrees with the finding and has developed a plan to correct it.

LEWIS-CLARK STATE COLLEGE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-002 Special Tests and Provisions – Perkins

Federal Agency: Department of Education

Federal Program Name: Student Financial Assistance Cluster

Assistant Listing Number: 84.038

Federal Award Identification Number and Year: N/A – Prior Perkins Awards

Award Period: July 1, 2022 to June 30, 2023

Type of Finding: Significant Deficiency in Internal Control over Compliance, Other Matters

Criteria or Specific Requirement: The Code of Federal Regulations, 34 CFR 674.19.(e)(4)(iii), states that after the loan obligation is satisfied, the institution shall return the original or a true and exact copy of the note marked "paid in full" to the borrower, or otherwise notify the borrower in writing that the loan is paid in full, and retain a copy for the full prescribed period.

Condition: The College did not retain a copy of the note marked "paid in full" in the records of the retired or assigned loans.

Questioned Costs: None.

Context: During our testing, we noted that the college did not retain a copy of the note marked "paid in full." for six of the ten retired or assigned loans tested.

Cause: The College did not retain a copy of the note in the file.

Effect: The College is not in compliance with the record retention requirements.

Repeat Finding: No.

Recommendation: We recommend the college implement a checklist to reference to ensure all required elements of the Perkins loan records are retained as required.

Views of Responsible Officials and Planned Corrective Action: Management agrees with the finding and has developed a plan to correct it.

UNIVERSITY OF IDAHO

SUBJECT

University of Idaho Utility Public Private Partnership – Amended and Restated Concession Agreement

REFERENCE

April 16, 2020	The Board of Regents reviewed the University of Idaho's potential Public-Private Partnership as an informational item.
November 2, 2020	The Board of Regents approved the Long Term Lease and Concession Agreement for the University of Idaho Utility System between the University of Idaho and Sacyr Plenary Utility Partners Idaho LLC.
February 15, 2023	The University of Idaho provided an update on the utility P3 for the Board of Regents and notified the Board of upcoming amendments.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

After the approval of the Board of Regents, the University of Idaho (UI) executed a Long-Term Lease and Concession Agreement (Concession Agreement) under which UI received an up-front payment of $225,000,000 in exchange for UI leasing its Utility System assets, including operation and the exclusive right to perform capital improvements to infrastructure to Sacyr Plenary Utility Partners Idaho LLC (SPUPI) beginning on December 30, 2020.

As discussed with the Board in November 2020, numerous benefits accrue to UI as a result of this transaction. The upfront consideration, after defeasing $35 million in bond debt on utility assets, has been invested in a separate single-purpose entity, aptly named the Strategic Initiatives Fund (SIF), that will distribute at least $6,000,000 annually (depending on market performance of SIF investment assets) from the corpus and earnings of the upfront consideration to fund the University's strategic initiatives to drive enrollment growth, provide scholarship opportunities to students, and grow the research enterprise as we march towards R1 status. Additionally, UI benefits from having a world-class operator, McKinstry, that leverages its expertise and experience in energy infrastructure to operate and maintain the utility system. Finally, the Concessionaire is required to submit an annual Five-Year Plan, proposing capital improvements that UI can approve at its sole discretion that will be financed over 20 years.

This transaction has been transformational for the University, and UI will continue to update the Board of Regents annually on the current status of utility system

operations and capital improvements, financial outcomes, the SIF, and student outcomes from SIF investment in student success, marketing, and the pursuit of R1. UI has also provided a detailed annual utility P3 update in the INFORMATIONAL section of the April 2024 Board meeting agenda.

After three years of operations under the Concession Agreement, the University and the Concessionaire have identified technical specifications, inefficiencies, market conditions, and other operational realities that warrant amendment to ensure the longevity of the agreement and mutually intended benefits to both parties.

The proposed amendments fall into five primary categories:

- Insurance – Article 13
- Technical Operation Performance Standards – Schedule 2
- Key Performance Indicators – Schedule 15
- Utility Fee Calculations – Article 7 and Schedule 5
- Capital Improvement Funding – Article 4

Insurance - Amendment to Article 13 (Attachment 1)

One feature of the Concession Agreement is the transfer of operational and casualty risk for the Utility System to SPUPI. To mitigate this risk, the Concession Agreement requires SPUPI to obtain All Risk Property Insurance for the Utility System, unless such insurance is not available at commercially reasonable rates. The cost of insurance premiums is passed on to the University as part of the Utility Fee that the University pays SPUPI.

The United States is experiencing a “hard” property insurance market, causing not only rapidly escalating premiums and tightened underwriting standards, but also carriers’ unwillingness to write policies. As a result, at the inception of the Concession Agreement, SPUPI’s insurance broker was unable to place coverage for the Utility System on a commercially reasonable basis. The University and SPUPI originally addressed this issue by entering into a Pre-Closing Agreement that required SPUPI to pay the premium for the University’s share of the All Risk Property policy purchased by the State of Idaho Risk Management Program on a statewide basis, in lieu of SPUPI obtaining its own policy. Under the Pre-Closing Agreement, SPUPI pays an equivalent portion of the premium and cannot pass on that premium cost to the University. The Pre-Closing Agreement has been extended two times, due to the continuing hard market. (Attachment 10)

Recently, SPUPI reported that its broker is still unable to place coverage for the Utility System. Further, the State of Idaho Risk Management program has notified the University that certain capital assets in the Utility System are and will continue to be excluded from policy that the State of Idaho Risk Management Program will obtain. Thus, the Pre-Closing Agreement no longer bridges the gap in coverage caused by the current hard market.

To address the problem, the University and SPUPI have agreed to amend the Concession Agreement to create a mechanism for paying for repairs and replacements if there is a casualty to uninsured assets in the Utility System.

In summary, the proposed amendment provides:

- SPUPI shall continue to seek coverage on a commercially reasonable basis and report to the University annually on its efforts.
- The terms under which State of Idaho Risk Management and the University of Idaho may retain risk at its discretion.
- SPUPI will pay the University a monthly payment (the costs cannot be passed on to the University) to compensate the University for the assumption of some of the risk of loss above $1,000,000 of loss per casualty event for Uninsured Property (no coverage from the State of Idaho or a commercial carrier and agreed upon by the University).
- A process for determining compensation to the University for retention of risk based on the Valuation of Uninsured Property.

Technical Operational Performance Standards – Amendment to Schedule 2 (Attachment 2 – Attachment 7)

Schedule 2 of the Concession Agreement outlines general performance standards and standards of operations, including procedures and delineation of responsibility for activities like emergency response, design standards, compliance with regulations, vehicle use, employee safety, and information technology. Additionally, Schedule 2 includes specific performance standards for the eight utilities operated by the Concessionaire: 1) Chilled Water, 2) Steam and Condensate, 3) Electric, 4) Domestic Water, 5) Compressed Air, 6) Storm Water, 7) Sanitary Sewer, and 8) Reclaimed Water. Each of the eight utility systems has specific requirements unique to that utility, such as pressure, temperature, voltage, etc., as well as efficiency, metering, quality, and regulatory requirements. This section of the Concession Agreement also specifies the lines of demarcation that explain where the University's responsibility ends and the Concessionaire's begins, design standards, and definitions of Unplanned Outages for each specific utility.

The proposed amendment reflects three years of collaboration between UI and SPUPI to clarify the intent and meaning of the language, rectify any inaccuracies, and align the language to the actual operations of the Utility System.

In summary, the proposed amendment provides:

- Clarification and consistency of the lines of demarcation for the eight utilities.
- Updates to performance standards to improve accuracy and measurability, while aligning them to drive optimal performance of the system.

- Updates to data collection and retention requirements to ensure actionable data is available without unnecessary measurement and retention.
- Updated measurement methodologies and locations for performance data.
- Elimination of redundant Unplanned Outage definitions that inhibit desired performance.
- Updated regulatory requirements to align with state and federal law.
- Updates to performance expectations and Unplanned Outage definitions to ensure maximum electrical output from the newly installed microturbines.
- Elimination of the SCADA System Performance Standard Section (the underlying system belongs to the University) and a complete redrafting of the section to outline the roles and responsibilities.
- Updates and revisions to Appendix G System Operating Efficiency Reporting to reflect more meaningful and measurable metrics.

Key Performance Indicators – Amendment to Schedule 15 (Attachment 9)

Schedule 15 of the Concession Agreement defines Key Performance Indicators (KPI) and calculation methodologies for KPIs and KPI Compensation to the University in the instance of a KPI Event. For each of the eight utilities, the KPIs are based on availability of the utility service as compared to the Total Possible Connection Hours (Availability KPI) and consist of two types of KPI Events: 1) A KPI calculation based on the number of hours of availability and 2) A KPI calculation based on the number of unique Unplanned Outages. Compensation to the University in a given fiscal year increases as the number of hours for which the utility was unavailable increases and as the number of unique Unplanned Outages increases. Compensation increases for consecutive years of KPI Events for the same utility. There are two tables for each utility illustrating the progression.

The lack of clarity for the definition of Total Possible Connection Hours was the primary impetus for these amendments to Schedule 15. One interpretation was that Total Possible Connection Hours should be calculated by multiplying the number of hours in a day by the number of days in a year for each utility. Another interpretation was that Total Possible Connection Hours should be calculated by multiplying the number of hours in a day by the number of days in a year by the number of buildings. With the current KPI tables, the former would disproportionately disadvantage the Concessionaire, requiring it to pay disproportionate KPI Compensation for short Unplanned Outages and encouraging it to propose expensive and unnecessary Capital Improvements and additional maintenance costs to avoid outages and minimize Compensation Events. These costs would be passed on to the University. The latter would disproportionately disadvantage the University by diluting the KPIs 100-fold, rendering them pointless and without the necessary incentives to ensure that the Concessionaire prioritizes availability of utility service to our campus. The intent of the proposed amendment to Schedule 15 is to clarify the definition of Total Possible Connection Hours by defining the calculation methodology (the basis on which percentage of availability of each utility is calculated each fiscal year) and

then align Target availability, KPI Event thresholds, and compensation with the clarified definition and the operational realities of our Utility System.

In summary, the proposed amendment provides:

- A clear definition of Total Possible Connection Hours.
- The addition of Criticality Factors for each building which adjust compensation for less critical building to encourage prioritization of more critical buildings during Unplanned Outages.
- Clarity on KPI Calculations for multiple outages caused by a single root cause.
- Changes to KPI Calculations for Targets, thresholds for increased compensation, and KPI Compensation to align with the accurate definition of Total Possible Connection Hours.
- Change from percentages to hours as the method of calculation for KPIs for ease and to reduce discrepant interpretation.

Utility Fee Calculations – Amendment to Article 7 and Schedule 5 (Attachment 1 and Attachment 8)

The Utility Fee is the established compensation to the Concessionaire for Utility Services. The Utility Fee includes a Fixed Fee, a Variable Fee Component, and an Operating Fee. The Variable Fee Component accounts for the Capital Improvements approved by the University and paid back over 20 years upon completion of the Capital Improvement. The Variable Fee Component is a calculated financing cost using a Return on Equity Factor and a Cost of Debt Factor to account for the return on the Unrecovered Capital expended to perform the approved Capital Improvements. Schedule 5 and Article 7 outline an annual forecast of the fees on which the subsequent fiscal year's fees are based, with an annual reconciliation. This is disadvantageous to the University because the University may prepay for capital that may not be expended, only to recover the overpayment up to 12 months later. The University may also incur Incremental Financing Costs for capital expended due to the Utility Fee not being updated until many months later. The proposed amendments to these sections revise the reconciliation period to a Fiscal Year Half. The requirement of a mid-year reconciliation increases the accuracy of the Utility Fee, reducing both overpayment and Incremental Financing Costs.

Capital Improvement Funding – Article 4 (Attachment 1)

Article 4 of the Concession Agreement describes the process and conditions under which the Concessionaire shall perform Capital Improvements and Material Changes to the Utility System, a responsibility and right guaranteed in Section 2.1. This is an essential component of the Concessionaire's business model of which the revenues were an important consideration in determining the amount of the Upfront Consideration granted to the University upon closing. However, recent

appropriations for the improvement of infrastructure have exceeded expectations but were unavailable to be used for utility improvements due to the Concession Agreement language. The proposed amendment to Article 4 provides an exception to the exclusive right to perform capital improvements to infrastructure in instances where the University has approved $8,000,000 per fiscal year in the three prior fiscal years and has received appropriations for Capital Improvements that exceed $10,000,000 and are 200% greater than the prior year's appropriation.

IMPACT

The proposed amendment will provide necessary updates to a 50-year agreement, providing clarity and efficiencies for the remaining 47 years of the concession. The shift to the University and State Risk of some of the casualty risk that would normally have been borne by the Concessionaire's insurance carrier is necessary due to the current hard market conditions and is intended to be a short-term solution until the Concessionaire is able to procure coverage as intended by the agreement. Under the circumstances, however, the allocation of risk is fair, and the University is compensated for accepting some of the risk. SPUPI will not obtain a windfall or unfair economic advantage because 1) repair and replacement of uninsured assets will not be paid through the Utility Fee, and 2) SPUPI will pay the University an amount similar to what SPUPI would have paid in premiums and will not pass that cost on to the University. The amendment will also improve operational efficiency by clarifying technical performance standards and clearly defining performance expectations and compensation for KPI Events. The KPIs are now aligned to drive performance without driving up capital and operational costs. Amendments to allow the University flexibility in funding Capital Improvements and additional opportunities to update the Utility Fee will provide the University additional avenues to improving the Utility System and reduce financing costs to the institution.

The Concession Agreement has provided $225,000,000 to the University for its key strategic initiatives that will benefit our students and drive research and innovation at the University of Idaho for the next 47 years. The University proposes this amendment as a means of continuing the fruitful partnership with SPUPI.

ATTACHMENTS

Attachment 1 – Amended & Restated Concession Agreement
Attachment 2 – Amended & Restated Performance Standards (Schedule 2)
Attachment 3 – Original Appendix G (Schedule 2)
Attachment 4 – Revised Appendix G (Schedule 2)
Attachment 5 – Original Appendix L (Schedule 2)
Attachment 6 – Revised Appendix L (Schedule 2)
Attachment 7 – Appendix BB (Schedule 2)
Attachment 8 – Amended and Restated Utility Fee (Schedule 5)
Attachment 9 – Amended and Restated Key Performance Indicators (Schedule 15)
Attachment 10 – Third Pre-Closing Agreement

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Board of Regents approved a public-private partnership (P3) in November 2020 establishing a Long Term Lease and Concession Agreement for the University of Idaho Utility System between the University of Idaho and Sacyr Plenary Utility Partners Idaho LLC. The agreement has provided the University of Idaho with an innovative strategy to both address deferred maintenance as well as providing investment capital for the University's strategic investments.

Over the past several years of operating under the original Concession Agreement, the University and the Concessionaire have identified technical issues, inefficiencies, market forces, and operational challenges that warrant revisiting to ensure the mutually intended benefits continue for both parties.

The proposed amendments fall into five (5) primary categories:

1. Insurance
2. Technical Operation Performance Standards
3. Key Performance Indicators
4. Utility Fee Calculations
5. Capital Improvement Funding

Staff have reviewed all updated documentation related to the Restated Concession Agreement. The First Amended and Restated Long Term Lease and Concession Agreement has been negotiated and endorsed by University of Idaho's leadership and its legal counsel. Board approval would be based on the representations and recommendations of the University of Idaho.

BOARD ACTION

I move to approve the First Amended and Restated Long Term Lease and Concession Agreement by and between The Regents of the University of Idaho and Sacyr Plenary Utility Partners Idaho LLC, dated as of November 2, 2020 in substantial conformity with the terms and conditions presented to The Board of Regents on April 17, 2024, and to authorize the University of Idaho's Vice-President for Finance and Administration to execute and deliver documents in connection therewith.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FIRST AMENDED AND RESTATED
LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM

dated as of

~~November 2~~[_____], ~~2020~~2024

by and between

THE REGENTS OF THE UNIVERSITY OF IDAHO

and

SACYR PLENARY UTILITY PARTNERS IDAHO LLC

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FIRST AMENDED AND RESTATED
LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM

THIS FIRST AMENDED AND RESTATED LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM (this "Agreement") is made and entered into as of this ~~2nd~~[__] day of ~~November, 2020~~[_____], 2024 by and between The Regents of the University of Idaho (the "University") and SACYR PLENARY UTILITY PARTNERS IDAHO LLC, a Delaware limited liability company (the "Concessionaire").

RECITALS[1]

WHEREAS, the ~~University has established a Utility System~~Parties (as defined herein) ~~and owns or leases (as applicable) the Utility Facilities and the Utility System Assets (both, as defined herein); and~~entered into that certain Long-Term Lease and Concession Agreement for the University of Idaho Utility System (the "Original Agreement") dated as of November 2, 2020 (the "Signing Date");

WHEREAS, pursuant to the Original Agreement, the Parties closed on the Transaction (as defined herein) on December 30, 2020 (the "Closing Date");

WHEREAS, pursuant to Article IX, Section 10 of the Constitution of the State of Idaho, and Idaho Code Section 33-2801 *et seq*., the University ~~is~~was authorized to ~~enter into~~close on the Transaction~~; and~~, which it subsequently did;

WHEREAS, the University, as part of the procurement process described in the University of Idaho P3 Utility System Transaction Request for Proposal Submission dated June 26, 2020 ~~(as~~, as subsequently modified and amended ~~or modified, the "Request for Proposals") has~~, and selected the Concessionaire as the winning bidder for the long-term lease and concession of the Utility System (as described herein) based on the Concessionaire's performance in relation to the evaluation criteria established by the University; ~~and~~

WHEREAS, the Concessionaire desires to lease the Utility Facilities and the Utility System Land from the University and receive an exclusive grant from the University to operate, maintain, possess, control and improve the Utility System for the Term (as defined herein) of this Agreement, all as hereinafter provided; ~~and~~

WHEREAS, the University has determined that the engagement of the Concessionaire under this Agreement will, among other things, further its energy efficiency and sustainability goals, provide a mechanism for capital improvements as needed, permit the more efficient operation of the Utility System, and advance the overall educational purposes of the University, and, therefore, desires to lease the Utility Facilities and the Utility System Land to the Concessionaire and provide the Concessionaire the exclusive right to operate, maintain, possess,

[1] **NTD**: Changes to the Recitals are necessary to lay out the reason for the amending and restating the Original Agreement.

control and improve the Utility System for the Term of this Agreement, all as hereinafter provided; ~~and~~

WHEREAS, the Concessionaire agrees to lease the Utility Facilities and to operate, maintain, possess, control and improve the Utility System in accordance with the provisions of this Agreement, including the Performance Standards (as defined herein); ~~and~~

WHEREAS, the Concessionaire agrees to provide the Utility Services (as defined herein) to the University and to engage in the Utility System Operations pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Parties desire to amend and restate the Original Agreement as hereinafter set forth.

NOW THEREFORE, for and in consideration of the promises, the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties ~~(as defined herein)~~ covenant and agree to amend and restate the Original Agreement in its entirety to read as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1. Definitions. Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:"AA-Compensation" has the meaning ascribed thereto in Section 14.1(b).

"AA-Dispute Notice" has the meaning ascribed thereto in Section 14.1(c).

"AA-Notice" has the meaning ascribed thereto in Section 14.1(c).

"AA-Preliminary Notice" has the meaning ascribed thereto in Section 14.1(c).

"AAA" means the American Arbitration Association.

"Actual Knowledge of the University" means the actual, current knowledge of the University's Vice President for Finance and Administration or the University's Assistant Vice President, Facilities on any date which a relevant representation or warranty is made, with the duty for each of the foregoing to inquire of his or her direct reports within 5 Business Days prior to the date of such representation or warranty regarding the relevant matter, but without any other duty of inquiry or investigation.

"Additional Coverages" has the meaning ascribed thereto in Section 13.3(m).

"Adjusted for Inflation" means adjusted by the arithmetic average of the percentage increases, if any, or decreases, if any, in the CPI Index during the most recent adjustment period as specified herein.

"Adverse Action" has the meaning ascribed thereto in Section 14.1(a).

"Affiliate", when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries (i) has a 50% or more voting or economic interest in such specified Person or (ii) controls, is controlled by or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, provided that a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

"Agreement" has the meaning ascribed thereto in the preamble hereto (including all Schedules referred to herein), as amended from time to time in accordance with the terms hereof.

"Annual Savings" has the meaning ascribed thereto in Section 7.1(c).

"Annual Savings Incentive" has the meaning ascribed thereto in Section 7.1(c).

"Approved Five-Year Plan" means the Five-Year Plan then in effect pursuant to Section 7.2.

"Approval", "Approved", "Approves", "Approved by the University" and similar expressions mean approved or consented to by the University in accordance with the provisions of Section 1.15.

"Arboretum Well" means the parcel identified on Part 1 of Schedule 3 as the "Well" adjacent to building #085 and associated improvements installed therein.

"Assignment and Assumption Agreement" has the meaning ascribed thereto in Section 19.8(c).

"Assumed Liabilities" has the meaning ascribed thereto in Section 3.2(d).

"Audit and Review" and similar expressions mean, with respect to any matter or thing relating to the Utility System, the Utility System Operations or this Agreement, the performance by or on behalf of the University of such reviews, investigations, inspections and audits relating to such matter or thing as the University may reasonably determine to be necessary in the circumstances, conducted in each case in accordance with Prudent Industry Practices, if any, or as required by Law, and in accordance with the provisions of this Agreement.

"Authorization" means any approval, certificate of approval, certification, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration,

permit, franchise, notarization or other requirement of any Person that applies to the Utility System or is reasonably required from time to time for the Utility System Operations, including any of the foregoing issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

"Bank Rate" means SOFR (or any successor rate thereto) as reported in the *Wall Street Journal* (or any successor thereof).

"Baseline Capped O&M Costs" means, for a Fiscal Year (the "Relevant Fiscal Year"), Capped O&M Index for the first Fiscal Year during the Term, but excluding the costs and expenses attributable to payroll and benefits due to employees that were engaged in the operations and maintenance of the Utility System, (a) adjusted for inflation calculated by reference to the applicable CPI Index in each subsequent Fiscal Year up to and including the Relevant Fiscal Year and (b) increased by the forecasted annual operations and maintenance costs during the Relevant Fiscal Year which are attributable to all Approved Capital Improvements and Material Changes that have been brought into service at any time prior to the end of the Relevant Fiscal Year (to the extent that such forecasted costs were included in the Approval for such New Approved Capital Improvements or Material Changes, as applicable), *provided* that the foregoing shall be calculated in accordance with the illustrative example set out in Exhibit A of Schedule 5.

"Bid Date" means October 14, 2020.

"Breakage Costs" means any breakage costs, make-whole premium payments, termination payments or other prepayment amounts (including debt premiums and interest rate hedge termination costs) that are required to be paid by the Concessionaire with respect to Leasehold Mortgage Debt as a result of the early repayment (including, following acceleration) of such Leasehold Mortgage Debt prior to its scheduled maturity date.

"Business Day" means any Day that is neither a Saturday, a Sunday nor a Day observed as a holiday by the University; provided, that solely with respect to the timing of any payment obligation under this Agreement, a Business Day shall also not be a Day on which banks that are members of the United States federal reserve system are permitted or required to be closed.

"Campus-Wide Permits" means the Authorizations set forth on Schedule 18, as each may be extended, renewed, modified or replaced.

"Capital Improvement" means any improvement to or replacement or expansion of the components of the Utility Facilities, Tunnels or Shared Spaces that is capital in nature, as determined in accordance with GAAP.

"Capital Recovery Amount" has the meaning ascribed thereto in Schedule 5.

"Capped O&M Ceiling" has the meaning ascribed thereto in Schedule 5.

"Capped O&M Costs"[2] means the following specifically identified out-of-pocket operating and maintenance costs and expenses incurred by the Concessionaire (which costs and expenses shall include payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement) or the Operator in operating the Utility System and complying with their respective obligations under this Agreement, without duplication: (i) the charges as described in Section 3.9(a); (ii) the professional expenses, salaries, employee benefits and bonuses paid or granted to employees and contractors of the Concessionaire or the Operator to perform any of the Utility System Operations and including the costs of issuing and administering requests for proposals in connection with the procurement of subcontractors; (iii) the cost of the supplies (other than Supplies) reasonably necessary to possess, control, operate and manage the Utility System and used exclusively in connection therewith, specifically, (1) office supplies, (2) motor vehicle supplies, (3) safety supplies, (4) uniforms, (5) computer supplies, (6) telecommunication equipment, (7) measuring and testing equipment and instruments, (8) radios, pagers, cell phones and similar communication equipment, (9) gas containers and (10) hand tools; (iv) postage and delivery charges; (v) long-distance and local telephone call charges; (vi) internet access charges; (vii) repair and maintenance of any of the Utility System Assets or Utility Facilities to the extent incurred in accordance with Prudent Industry Practices (including, for the avoidance of doubt, the cost to dispose of ash and other waste products generated by the Utility System Operations); (viii) legal fees directly related to the operation of the Utility System and specifically excluding legal fees associated with the negotiation of this Agreement, the Original Agreement or the Trademark License Agreement, any amendment or modification thereto or any dispute with the University in connection with this Agreement. the Original Agreement, the Trademark License Agreement, the Utility System Operations or the Transaction; (ix) design, energy auditing and engineering services (other than in connection with any University Directive); (x) janitorial services for the Utility Facilities; (xi) seminar and training costs for employees of the Concessionaire or the Operator; (xii) service vehicles exclusively used in the performance of Utility System Operations; (xiii) insurance charges for the insurance that the Concessionaire is required to carry pursuant to Article 13; (xiv) lease and rental charges other than any payments paid by the Concessionaire to the University for the lease of the Utility System; (xv) the costs of performing inspections required by the Performance Standards; (xvi) the costs incurred in connection with utility coordination pursuant to Section 3.9(b); (xvii) the costs of compliance with the Campus-Wide Permits to the extent applicable to the Utility System; (xviii) other selling, general and administrative expenses but only to the extent that such expenses would be properly included in a cost of service rate regulated by the Federal Energy Regulatory Commission and are not specifically identified as Uncapped O&M Costs; (xix) payments to the Operator pursuant to the agreement between the Concessionaire and the Operator to operate the Utility System pursuant to this Agreement (including, for the avoidance of doubt, any operator fee payable to the Operator under such operating agreement, subject to the limitations set forth in Section 3.3); (xx) the costs for the Operator to be a member of any regulatory program, to the extent required by Law or this Agreement; (xxi) the costs for any Authorizations for the Concessionaire or Operator to perform the Utility System Operations, to the extent required by Law including those costs paid to the University for an Authorization that the University uses to pay the applicable Governmental Authority; (xxii) the professional fees and expenses relating to

[2] **NTD**: Changes to this definition are necessary to confirm there are no costs associated with the Original Agreement or this A&R Agreement.

the preparation of audited financial statements of the Concessionaire for purposes of Section 8.1(c); (xxiii) the cost and expense paid to the applicable Credit Rating Agency for maintaining the credit rating required by Section 3.6 (provided that, for the first 3 Fiscal Years (and any partial Fiscal Year) after Closing, this cost shall be treated as Uncapped O&M Costs and shall not be included in the calculation of the Capped O&M Index, and after such period will be added to the Capped O&M Index in accordance with Section 3.6); and (xxiv) the costs incurred to comply with Section 3.22 (other than any Capital Improvements, which shall be subject to Article IV); provided that, in no event, shall Capped O&M Costs include any costs or expenses incurred by the Concessionaire or the Operator that result from the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire or the Operator.

"Capped O&M Index" has the meaning ascribed thereto in Schedule 5.

~~"Cash Deposit" has the meaning ascribed thereto in Section 2.3(a).~~

"Casualty Cost" has the meaning ascribed thereto in Section 13.4(a)(ii).

"Change in Control"[3] means, with respect to any Person, whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, any of (i) a change in ownership so that 50% or more of the direct or indirect voting or economic interests in such Person (calculated as of the Signing Date) is transferred to a Person or group of Persons acting in concert, (ii) the power directly or indirectly to direct or cause the direction of management and policy of such Person~~,~~ (calculated as of the Signing Date), whether through ownership of voting securities, by contract, management agreement, or common directors, officers or trustees or otherwise, is transferred to a Person or group of Persons acting in concert or (iii) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person; provided, however, that notwithstanding anything to the contrary set forth in this definition, none of the following shall constitute a Change in Control for the purposes of this Agreement:

(a) Transfers of direct or indirect ownership interests in the Concessionaire between or among Persons that are majority-owned Affiliates of each other or Persons who are under common control, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;

(b) Transfers of equity of the Concessionaire or of the direct or indirect owners of the Concessionaire pursuant to bona fide open market transactions on the New York Stock Exchange, NASDAQ, London Stock Exchange, Toronto Stock Exchange or comparable U.S. or foreign securities exchange, including any such transactions involving an initial or "follow on" public offering of direct or indirect equity holders of the Concessionaire; provided that no Person (that is not an Equity Participant or its beneficial owner having ownership interests in the Concessionaire as of the ~~date hereof~~Signing Date) or group of Persons acting in concert (that is not an Equity Participant or its beneficial owner having

[3] **NTD**: Changes to this definition are necessary to ensure that this A&R Agreement does not substantively change what a "Change in Control" is.

ownership interests in the Concessionaire as of the ~~date hereof~~Signing Date) acquires securities such that such Person or group of Persons beneficially owns more than 50% of the publicly traded securities of the Concessionaire;

(c) Transfers of direct or indirect ownership interests in the Concessionaire by any Equity Participant or its beneficial owners to any Person so long as the Equity Participants or their respective beneficial owners having ownership interests in the Concessionaire as of the ~~date hereof~~Signing Date together retain, in the aggregate, (1) 50% or more of the direct or indirect voting or economic interests in the Concessionaire or (2) the power to directly or indirectly direct or cause the direction of management and policy of the Concessionaire, whether through ownership of voting securities, contract or management agreement or common directors, officers or trustees or otherwise;

(d) Any change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement;

(e) The creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire's economic interest under this Agreement to another entity so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement;

(f) Transfers of direct or indirect ownership interests in the Concessionaire (1) between or among investment funds, including funds that invest in infrastructure, and investors therein; provided that, following such Transfer, such direct or indirect ownership interests remain under the same common ownership, management or control as existed prior to such Transfer, or (2) from investment funds, including infrastructure funds, or investors therein, to any Person; provided that such direct or indirect ownership interests, following the consummation of such Transfer, remain under the same management or control that existed prior to such Transfer, it being understood that ownership interests shall be deemed to be controlled by a Person if controlled in any manner whatsoever that results in control in fact, whether directly or indirectly, and whether through share ownership, a trust, a contract or otherwise; and

(g) Mergers between an Equity Participant and a third party, provided that, immediately prior to such merger, the equity interests of both parties are publicly traded in open market transactions on the New York Stock Exchange, NASDAQ, London Stock Exchange, Toronto Stock Exchange or comparable U.S. or foreign securities exchange.

"Chilled Water Tank (Thermal Energy Storage)" means the building identified as building #748 on Part 1 of Schedule 3 and associated improvements installed therein that is currently used for the storage of 2.0 million gallons chilled water supporting commonly known as the "Thermal Energy Storage Tank (TES)," which stores chilled water that is in turn distributed across the University Campus through the General Chilled Water Portion of the Utility System (as defined in Schedule 15).

"Chip Facility Scale House" means the building identified as building #761 on Part 1 of Schedule 3 and associated improvements installed therein.

"Chip Storage/Drying Facility" means the building identified as building #758 on Part 1 of Schedule 3 and associated improvements installed therein.

"Claim" means any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement or compromise relating thereto which may give rise to a right to a payment obligation under Section 12.1 or Section 12.2.

"Closing" has the meaning ascribed thereto in Section 2.2(a).

"Closing Consideration" has the meaning ascribed thereto in Section 2.1.

"Closing Date" has the meaning ascribed thereto in Section 2.2(a).

"Closing Deposit" has the meaning ascribed thereto in Section 2.3(a).

"Closing Period" means the period between the ~~date hereof~~Signing Date up to the Time of Closing.[4]

"Code" means the Internal Revenue Code of 1986, as amended from time to time. Any reference in this Agreement to a particular provision of the Code shall be interpreted to include a reference to any corresponding provision of any successor statutes.

"Comparable Utility Systems" means with respect to any component of the Utility System, a utility system producing and/or delivering any of the Utilities (whether privately or publicly owned) that is located at a large university, is used in connection with providing such utility services to such university, its employees, customers and visitors and is reasonably comparable to the relevant component of the Utility System in terms of physical structure, capacity, utilization and the nature of the services provided, provided that the University and the Concessionaire may designate by written agreement one or more utility systems as "Comparable Utility Systems".

"Compensation Calculation Date" means (i) every 3rd June 30 during the Term, commencing as of June 30, 2024, (ii) the date of removal of the Operator pursuant to Section 3.3(c)(ii), (iii) the first June 30 after any date on which one Party notifies the other Party

[4] **NTD**: Changes from "date hereof" to the "Signing Date" throughout are necessary to ensure there are no unintended changes in the time period of the relevant statement.

that it, in good faith, believes that the Concession and KPI Compensation Balance would exceed $1,000,000 if calculated on the date of such notice and (iv) the End Date.

"Compensation Calculation Measuring Period" means (i) with respect to the first Compensation Calculation Date, the period commencing on (a) the Closing Date, for Concession Compensation and (b) the Day immediately following the Post-Closing Transition Period, for KPI Compensation, and, in each case expiring on such Compensation Calculation Date, and (ii) with respect to each subsequent Compensation Calculation Date, the period between such Compensation Calculation Date and the immediately preceding Compensation Calculation Date.

"Compensation Event" means (i) subject to Article 5, the Concessionaire's compliance with or the implementation of any University Directive or any modified or changed Performance Standard subject to Section 6.3(b), provided that it shall not be a Compensation Event if the costs or reduction in revenue incurred in connection therewith will be recovered by the Concessionaire pursuant to the calculation and payment of the Utility Fee; (ii) the occurrence of an Adverse Action; (iii) the occurrence of an event causing a delay described in the definition of "Delay Event" but only to the extent that the Utility Fee is reduced by a Delay Event caused by such event pursuant to Section 15.1(c); (iv) the occurrence of those certain events described under Section 3.7(a) and Section 3.7(e) which are expressly identified as requiring the payment of Concession Compensation; (v) the University distributing or permitting any third party to distribute on the University Campus, any Utility, except as permitted by Section 3.21; (vi) the Concessionaire incurring any Losses as a result of failing to obtain, or being unreasonably delayed in obtaining, or failing to promptly renew or maintain in good standing, an Authorization from the University that is necessary to comply with Law, despite the Concessionaire's use of its reasonable best efforts to obtain, promptly renew or maintain in good standing such Authorization, and such failure or delay could not have been reasonably prevented by commercially reasonable technical, scheduling or other measures of the Concessionaire; (vii) any action of the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission or their successors, that subjects the Concessionaire to such agency's regulatory jurisdiction due solely to the Utility System Operations performed in accordance with this Agreement and has a material adverse effect on the fair market value of the Concessionaire Interest (whether as a result of a decrease in the Utility Fee or other revenues or increased expenses that cannot be recovered pursuant to this Agreement or both), except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of the agency's action) or such action is otherwise permitted under this Agreement and such designation as a Compensation Event shall be the Concessionaire's sole right and remedy with respect to any action by the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission (or their successors) subjecting a Person to its jurisdiction in connection with the Utility System; (viii) the occurrence of any other event that under the terms of this Agreement expressly requires the payment of Concession Compensation or (ix) any increase in the number of University Utility System Employees from the Setting Date until the Closing Date to the extent such additional University Utility System Employees are employed by the Concessionaire or Operator immediately after the Closing Date.

"Concession Compensation" means any amount payable by the University to the Concessionaire in order to restore the Concessionaire to the same economic position the Concessionaire would have enjoyed if the applicable Compensation Event had not occurred,

which amount, for any Compensation Calculation Date, shall be calculated as the sum of (i) all Losses for the applicable Compensation Calculation Measuring Period (including increased O&M Costs (which, for the avoidance of doubt, shall be regardless of the Capped O&M Ceiling) and financing costs but excluding any costs and expenses (including O&M Costs) that the Concessionaire is able to recover through the payment of the Utility Fee) plus (ii) the actual and estimated net losses of the Utility Fee for the applicable Compensation Calculation Measuring Period that is reasonably attributable to such Compensation Event; provided, however, that with respect to clause (ii), the amount of such actual and estimated net losses that may be claimed at any Compensation Calculation Date shall not exceed the amount of actual and estimated net losses of the Utility Fee suffered during, and attributable only to, such Compensation Calculation Measuring Period (including the inability to make Capital Improvements that the University had Approved); provided, further, that with respect to clause (ii), the amount of such actual and estimated net losses reasonably attributable to such Compensation Event and suffered during, and attributable only to, a future Compensation Calculation Measuring Period may be claimed as Concession Compensation for such future Compensation Calculation Measuring Period only during such future Compensation Calculation Measuring Period in accordance with Article 15. Concession Compensation, if any, shall be paid in accordance with Article 15 and shall not be subject to any limitations on the amount of the Utility Fee including the Capped O&M Ceiling. If the Concessionaire elects to provide its own capital for a Capital Improvement with respect to compliance with any Compensation Event that is not recoverable by the Concessionaire pursuant to the Utility Fee, then the Concession Compensation, shall, in addition to the components described above, take into account a return on such capital equal to the Return on Equity Factor.

"Concession and KPI Compensation Balance" means, at each Compensation Calculation Date, (i) Concession Compensation due and payable with respect to such Compensation Calculation Measuring Period pursuant to the terms of this Agreement less (ii) the sum of all KPI Compensation due and payable with respect to such Compensation Calculation Measuring Period pursuant to the terms of this Agreement, plus (iii) the Concession and KPI Compensation Balance (which may be negative) for the preceding Compensation Calculation Measuring Period if carried forward pursuant to Section 15.3(e).

"Concessionaire" has the meaning ascribed thereto in the preamble to this Agreement.

"Concessionaire Default" has the meaning ascribed thereto in Section 16.1(a).

"Concessionaire Interest" means the interest of the Concessionaire in the Utility System created by this Agreement and the rights and obligations of the Concessionaire under this Agreement.

"Concessionaire Required Coverages" has the meaning ascribed thereto in Section 13.1.

"Concessionaire Retained Casualty" means a casualty affecting the Utility System (i) that is caused by the willful misconduct of the Concessionaire, the Operator, or any Contractor of the Concessionaire that is primarily responsible for the ongoing Utility System Operations or any of their Affiliates or any Equity Participant or any of their Affiliates, (ii) for which the Concessionaire carries insurance in accordance with Section 13.1 that is intended to cover the loss caused by such casualty, (iii) wherein the affected portion of the Utility System had been

declined to be defined as Uninsured Utility System Property by the University pursuant to Section 13.3(u)(iii) or (iv) wherein the affected Utility System is Uninsured Utility System Property that the Concessionaire elected to not have covered pursuant to Section 13.3(u)(iii).

"Concessionaire's Parent" means the Person, if any, that directly owns, and only owns, 100% of the shares of capital stock, units, partnership or membership interests, other equity interests and equity securities, to the extent applicable, of the Concessionaire.

"Consent" means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization of any Person, including any Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

"Contractor" means, with respect to a Person, any contractor with whom such Person contracts to perform work or supply materials or labor in relation to the Utility System, including any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor. For the avoidance of doubt, the Operator (if other than the Concessionaire) shall be a Contractor of the Concessionaire.

"CPI Index" means the "Consumer Price Index – West Urban, All Items" (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the CPI Index is changed so that the base year of the CPI Index changes, the CPI Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; provided further, that if the CPI Index is discontinued or revised during the Term, such other index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI Index had not been discontinued or revised.

"Credit Rating Agencies" means Standard & Poor's Rating Services, Fitch Investors Service, Inc. or Moody's Investor Services, or their successors or Affiliates, provided that if any of the foregoing and any of their successors cease to exist, the University shall, by written notice to the Concessionaire, identify other credit rating agencies as the "Credit Rating Agencies" that, at such time, are Nationally Recognized Statistical Rating Organizations as determined and defined by the United States Securities and Exchange Commission or their equivalents.

"Day" means a calendar day, beginning at midnight in the pacific time zone of the United States coinciding with the calendar day.

"Defending Party" has the meaning ascribed thereto in Section 12.4(c).

"Delay Event" means (i) an event of Force Majeure that interrupts, limits or otherwise adversely affects the performance of the Concessionaire's obligations hereunder or the Concessionaire's use of all or any material part of the Utility System; (ii) a failure to obtain, or delay in obtaining, any Authorization from a Governmental Authority (provided that such failure or delay could not have been reasonably prevented by technical and scheduling measures or other reasonable measures of the Concessionaire); (iii) the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application or implementation thereof by any Governmental Authority) arising

after the Setting Date; (iv) a delay caused by the performance of works (including the activities authorized by Section 3.7) carried out by the University or at its direction or, for purposes of Delay Events only (and not Compensation Events), by any other Person not acting under the authority or direction of the Concessionaire or the Operator; (v) a delay caused by a failure by the University to perform or observe any of its covenants or obligations under this Agreement; (vi) a delay caused by the presence in, on, under, over or around the Utility System of Hazardous Substances, which, in each case, results in or would result in a delay or interruption in the performance by the Concessionaire of any obligation under this Agreement and which Hazardous Substances were not caused to be in, on, under, over or around the Utility System by the Concessionaire, the Operator or any of their respective Representatives; (vii) a delay in providing the Utility Services caused by the failure of a third party or the University to provide any of the inputs into the Utility System that would be included in the definition of "Supplies"; (viii) subject to Section 9.4(a), a delay caused by a breach by the University of its representations and warranties set forth herein; (ix) a writ, decree or injunction that precludes or prevents the performance of the Concessionaire's obligations hereunder or the Concessionaire's use of all or any material part of the Utility System; (x) the discovery at or about the site of construction required or permitted to be undertaken pursuant to this Agreement of legally protected plant or animal species or archaeological, paleontological or cultural resources; or (xi) a written notice or direction from a Governmental Authority specifically requiring the Concessionaire to cease all or a material part of the Utility System Operations due to a failure to comply with applicable Law and such failure is because the Utility System Operations are not in compliance with Law due directly and primarily to the fact that the University unreasonably withheld its Approval to a Capital Improvement or Material Change that, if Approved, would have caused Utility System Operations to comply with the relevant Law to which such notice or direction from a Governmental Authority relates. For the avoidance of doubt, a Delay Event shall not include any event of which the consequence is otherwise specifically dealt with in this Agreement or arises by reason of (A) the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire, the Operator or any of their respective Representatives, (B) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement, (C) any strike, labor dispute or other labor protest involving any Person retained, employed or hired by the Concessionaire or its Representatives to supply materials or services for or in connection with the Utility System Operations or any strike, labor dispute or labor protest pertaining to the Concessionaire, in all cases to the extent that such strike, dispute or protest (1) is not of general application and (2) is caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of the Concessionaire or its Representatives or (D) lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire, unless such lack or insufficiency of funds or such failure is caused by another relevant Delay Event.

"Delay Event Remedy" has the meaning ascribed thereto in Section 15.1(d).

"Delay Event Remedy Dispute Notice" has the meaning ascribed thereto in Section 15.1(e).

"Delay Event Remedy Notice" has the meaning ascribed thereto in Section 15.1(e).

"Depositary" means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as an Institutional Lender, designated by the Concessionaire, that enters into an agreement with the Concessionaire to serve as depositary pursuant to this Agreement, provided that such Depositary shall have an office, branch, agency or representative located in at least one of the City of Moscow, Idaho or the City of Boise, Idaho; provided, however, that so long as a Leasehold Mortgage is in effect, the Depositary under Section 13.4 shall be the institution acting as the collateral agent or depositary under the financing secured by such Leasehold Mortgage, whether or not it has an office, branch, agency or representative located in the City of Moscow, Idaho~~.~~; provided, however, with respect to a Depositary designated under Section 13.4(b)(i)(B), such Depositary shall be designated by the University but the University may designate the collateral agent or depositary under the financing secured by such Leasehold Mortgage to act as the Depositary.

"DEQ" has the meaning ascribed thereto in Section 11.13.

"Designated Senior Person" means such individual or individuals who are designated as such from time to time by each Party for the purposes of Article 18 by written notice to the other Party, which may be changed at any time by written notice from such Party to the other Party. Initially, the Designated Senior Person for the University will be the University's Vice President for Finance and Administration and the Designated Senior Persons for the Concessionaire will be Matthew Coady and Raúl Perez Lopez.

"Direct Claim" means any Claim by an Obligee against an Obligor that does not result from a Third Party Claim.

"Disclosure Schedules" means the following Schedules: Schedule 3, Schedule 6, Schedule 9, Schedule 10, Schedule 11, Schedule 12, Schedule 14, Schedule 16, Schedule 17, Schedule 18, Schedule 21, Schedule 22 and Schedule 23.

"Dispute Notice" has the meaning ascribed thereto in Section 15.3(b).

"Document" has the meaning ascribed thereto in Section 1.15(b).

"EAC" means the Energy Advisory Committee to be formed by the University to provide input to the University with respect to the operation and use of the Utility Facilities. The membership and voting procedures of the EAC shall be determined by the University, in its discretion, provided that at least one member shall be a Representative of the Concessionaire.

"Eligible Investments" means any one or more of the following obligations or securities: (i) direct obligations of, and obligations fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America; (ii) demand or time deposits, federal funds or bankers' acceptances issued by any Institutional Lender (provided that the commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such Institutional Lender at the time of such investment or contractual commitment providing for such investment have been rated "A" (or the equivalent) or higher by a Credit Rating Agency or any other demand or time deposit or certificate of deposit fully insured by the Federal Deposit Insurance Corporation); (iii) commercial paper (including both non-interest-bearing discount

obligations and interest-bearing obligations payable on demand or on a specified date not more than one Year after the date of issuance thereof) which has been rated "A" (or the equivalent) or higher by a Credit Rating Agency at the time of such investment; (iv) any money market funds, the investments of which consist of cash and obligations fully guaranteed by the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America and which have been rated "A" (or the equivalent) or higher by a Credit Rating Agency; and (v) other investments then customarily accepted by the University in similar circumstances; provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such instrument or security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

"Emergency" means (i) an Unplanned Outage or (ii) a situation that is urgent and calls for immediate action, which, if such action is not taken, is reasonably likely to result in imminent harm or physical damage to any or all of the Utility System or any Person, including the University or the Concessionaire.

"Encumbrance" means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, servitude, option, reservation, lease, claim, trust, deemed trust or encumbrance of any nature whatsoever, whether arising by operation of Law, judicial process, contract, agreement or otherwise created.

"End Date" means the date on which this Agreement expires or is terminated.

"Energy Plant" means the building identified as building #011 on Part 1 of Schedule 3 and associated improvements installed therein.

"Environment" means soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata and ambient air.

"Environmental Laws" means any Laws applicable to the Utility System or Utility System Operations regulating or imposing liability or standards of conduct concerning or relating to (i) the regulation, use or protection of human health or the Environment or (ii) the presence of or regulation, use or exposure to Hazardous Substances.

"EPA" has the meaning ascribed thereto in Section 11.13.

"Equity Participant" means any Person who holds directly any shares of capital stock, units, partnership or membership interests, other equity interests or equity securities of the Concessionaire.

"Escrow Agent" means a bank, trust company or national banking association selected by the University to hold the Cash Deposit.

"Excluded Liabilities" has the meaning ascribed thereto in Section 3.2(d).

"Facilities Equipment Storage" means the building identified as building #847 on Part 1 of Schedule 3 and associated improvements installed therein.

"Fiscal Year" means the period from July 1 to June 30, provided that if the University adjusts its fiscal year during the Term, the Fiscal Year shall be adjusted to be the same as the University's fiscal year.

"Fiscal Year Half" means either the Fiscal Year First Half or the Fiscal Year Second Half.

"Fiscal Year First Half" means the period from July 1 to December 31, provided that if the University adjusts its fiscal year during the Term, the Fiscal Year First Half shall be adjusted to be the first six-month period of any Fiscal Year.

"Fiscal Year Second Half" means the period from January 1 to June 30, provided that if the University adjusts its fiscal year during the Term, the Fiscal Year Second Half shall be adjusted to be the second six-month period of any Fiscal Year.

"Five-Year Plan" means the budget and plan prepared by the Concessionaire in accordance with Section 7.2 for the operation of the Utility System and performance of its obligations under this Agreement in respect of (i) the period consisting of the first partial Fiscal Year of the Term and the first 5 full Fiscal Years of the Term, (ii) any given period of exactly 5 full Fiscal Years during the Term or (iii) if fewer than 5 full Fiscal Years remain in the Term, the remaining full and partial Fiscal Years of the Term.

"Fixed Fee" has the meaning ascribed thereto in Schedule 5.

"Force Majeure" means any event beyond the reasonable control of a Party that delays, interrupts or limits the performance of the affected Party's obligations hereunder, including an intervening act of God or public enemy, war, invasion, armed conflict, act of foreign enemy, blockade, revolution, act of terror, sabotage, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, tornado, flooding, earthquake or other natural disaster, riot or other public disorder, vandalism, epidemic, quarantine restriction, strike, labor dispute or other labor protest, stop-work order or injunction issued by a Governmental Authority, a governmental embargo or general unavailability or interruption of supplies or products for the construction, operation, maintenance, repair, replacement and renovation of the Utility System.

"Forecast Utility Fee" has the meaning ascribed thereto in Section 7.1(a).

"GAAP" means U.S. generally accepted accounting principles, consistently applied.

"Golf Course Water Tank" means the building identified as building #683 on Part 1 of Schedule 3 and associated improvements installed therein.

"Governmental Authority" means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority, which shall not include the University.

"Hazardous Substance" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance that is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos, lead-based paint and urea formaldehyde foam insulation).

"I Water Tank" means the building identified as building #682 on Part 1 of Schedule 3 and associated improvements installed therein.

"IFRS" means the International Financial Reporting Standards, consistently applied.

"Initial Five-Year Plan" means the Five-Year Plan in respect of the period set forth in clause (i) of the definition of "Five-Year Plan".

"Institutional Lender" means (i) the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects, (ii) any (a) savings bank, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof, (b) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States of America, (c) pension fund, foundation or university or college or other endowment fund or (d) investment bank, pension advisory firm, mutual fund, investment company or money management firm, (iii) any "qualified institutional buyer" under Rule 144(A) under the Securities Act or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms or (iv) any other financial institution or entity designated by the Concessionaire and Approved by the University (provided that such institution or entity, in its activity under this Agreement, shall be acceptable under then current guidelines and practices of the University); provided, however, that each such entity (other than entities described in clause (iii) of this definition) or combination of such entities if the Institutional Lender shall be a combination of such entities shall have individual or combined assets, as the case may be, of not less than $500,000,000, which shall include, in the case of an investment or advisory firm, assets controlled by it or under management.

"IRWA" has the meaning ascribed thereto in Section 3.3(e).

"Key Performance Indicators" means those requirements and standards for the operation of the Utility System as set forth on Schedule 15.

"KPI Compensation" means the amount of compensation due from the Concessionaire to the University for a KPI Event, which amount for each KPI Event is set forth in Schedule 15.

"KPI Event" has the meaning set forth in Schedule 15, unless such KPI Event is due to a Delay Event, a Compensation Event, a breach of this Agreement by the University, the negligence or willful misconduct of the University or its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through, or under the University, or otherwise excused pursuant to this Agreement.

"Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision, opinion, ruling, policy, statute, code, rule or regulation of any Governmental Authority.

"Leasehold Mortgage" means any lease, indenture, mortgage, deed of trust, pledge or other security agreement or arrangement, including a securitization transaction with respect to the Utility Fee or any part thereof, encumbering any or all of the Concessionaire Interest or the shares or equity interests in the capital of the Concessionaire and any of its subsidiaries or any cash reserves or deposits held in the name of the Concessionaire, in each case that satisfies all of the conditions in Section 3.6 and Section 19.1.

"Leasehold Mortgage Debt" means any bona fide debt (including principal, accrued interest, original issue discount and customary lender or financial insurer, agent and trustee fees, costs, premiums, expenses, indemnities and reimbursement obligations (whether liquidated or contingent) with respect thereto, and including all payment obligations under interest rate hedging agreements with respect thereto and reimbursement obligations with respect thereto to any financial insurer) and/or an assignment in connection with a securitization transaction secured by a Leasehold Mortgage relating to the Utility System and granted to a Person pursuant to an agreement entered into prior to the occurrence of any Adverse Action, University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.4 giving rise to the payment of amounts for or in respect of termination under this Agreement. For the purposes of determining the Utility System Concession Value, Leasehold Mortgage Debt shall not include (i) debt from an Affiliate of the Concessionaire or the Operator, unless such debt is on terms consistent with terms that would reasonably be expected from a non-Affiliate lender acting in good faith and otherwise complies with the requirements of Leasehold Mortgage Debt set forth above; (ii) any increase in debt to the extent such increase is the result of an agreement or other arrangement entered into after the Concessionaire was aware (or should have been aware, using reasonable due diligence) of the prospective occurrence of an event giving rise to the payment of the Utility System Concession Value; or (iii) any debt with respect to which the Leasehold Mortgagee did not provide the University with notice of its Leasehold Mortgage in accordance, in all material respects, with the Leasehold Mortgagee Notice Requirements.

"Leasehold Mortgagee" means the holder or beneficiary of a Leasehold Mortgage or a trustee or agent acting on behalf of such holder or beneficiary, including the Lessor in a lease or Leveraged Lease.

"Leasehold Mortgagee Notice Requirements" means the delivery by a holder or beneficiary of a Leasehold Mortgage to the University, not later than 10 Days after the execution and delivery of such Leasehold Mortgage by the Concessionaire, of a true and complete copy of

the executed original of such Leasehold Mortgage, together with a notice containing the name and post office address of the holder of such Leasehold Mortgage, which may be an agent on behalf of the provider of the Leasehold Mortgage Debt.

"Leasehold Mortgagee's Notice" has the meaning ascribed thereto in Section 19.7(a).

"Lessor" means a Leasehold Mortgagee that has purchased all or a portion of the Concessionaire Interest and leased that interest in the Concessionaire Interest to the Concessionaire.

"Letter of Credit" means a committed, irrevocable, unconditional, commercial letter of credit, in favor of the University, in form and content reasonably acceptable to the University, payable in U.S. dollars upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such letter of credit in the amount of such sight draft, without presentation of any other Document, which letter of credit (i) is issued by a commercial bank or trust company that is a member of the New York Clearing House Association or the Clearing House Interbank Payments System and that has a current credit rating of A-2 or better by Standard & Poor's Ratings Services and an equivalent credit rating by another Credit Rating Agency (or such other commercial bank or trust company reasonably acceptable to the University and Approved by the University prior to the submission of the letter of credit) or such other commercial bank or trust company that is Approved by the University, and (ii) provides for the continuance of such letter of credit for a period of at least one Year or as otherwise provided in this Agreement. The office for presentment of sight drafts specified in the Letter of Credit shall be located (a) at a specified street address within at least one of the City of Moscow, Idaho or the City of Boise, Idaho or other location acceptable to the University or (b) at a facsimile number located within the United States.

"Leveraged Lease" means a lease, sublease, concession, management agreement, operating agreement or other similar arrangement in which the Lessor has borrowed a portion of the purchase price of the interest in the Concessionaire Interest acquired by the Lessor and granted to the lenders of those funds a security interest in that interest.

"Long-Term Restoration Payment Plan" has the meaning ascribed thereto in Section 13.4(b)(iii)(B).

"Loss" means, with respect to any Person, any loss, claim, liability, damage, penalty, amount paid pursuant to a settlement, charge or out-of-pocket and documented cost or expense (including fees and expenses of counsel and any Tax losses) actually suffered or incurred by such Person but excluding any punitive, special, exemplary, indirect and consequential damages and any contingent liability until such liability becomes actual, except, for the avoidance of doubt, to the extent the same are part of a Third Party Claim pursuant to Article 12 (provided that, for the avoidance of doubt, an actual loss, claim, liability, damage of any Contractor or Representative of the Concessionaire and for which the Concessionaire is liable subject only to receiving payment in respect thereof from the University, shall not be treated as a contingent liability for this purpose).

"Main Campus" means the portion of the University Campus depicted on Schedule 21.

"Major KPI Event" means, in a ~~KPI Event which obligates the Concessionaire to pay~~Fiscal Year, any of the following KPI Events where the KPI Compensation ~~to the University, with respect to that KPI Event only, in an amount equal to the greater of (i) $1,000,000 and (ii) 10% of the Utility Fee~~due in that Fiscal Year for that KPI Event equals the maximum amount of KPI Compensation for that KPI Event: (a) Electric Hours KPI Calculation, (b) General Steam Hours KPI Calculation, (c) General Chilled Water Events Calculation, (d) Domestic Water Hours Calculation, (e) Sanitary Sewer Events KPI Calculation, (f) Storm Water Events KPI Calculation, (g) Reclaimed Water Hours KPI Calculation, (h) Reclaimed Water Events KPI Calculation, (i) Compressed Air Hours KPI Calculation and (j) Compressed Air Events KPI Calculation.

"Material Adverse Effect" means a material adverse effect (after taking into account contemporaneous material positive effects) on the business, operations, financial condition or results of operations of the Utility System taken as a whole or on the ability of the University to consummate the Transaction or perform any material obligation hereunder; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States of America or any international market and including changes in interest rates); (iii) conditions affecting the financial services or utility industries generally; (iv) any existing event or occurrence of which the Concessionaire has actual knowledge as of the Setting Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the Transaction (except for any litigation relating thereto or to this Agreement (or the matters contemplated herein)); and (vi) negligence, intentional misconduct or bad faith of the Concessionaire or its Representatives.

"Material Change" means any material change in the dimensions, character, quality or location of any part of the Utility System that would not be considered Capital Improvements.

"Maximum Annual Operator Fee" has the meaning ascribed thereto in Section 3.3(e).

"Maximum Retained Risk Payment" means an amount equal to $1,000,000 per occurrence.

"McClure Hall Space" means the portion of the building identified as building #110 on Part 1 of Schedule 3 and associated improvements installed therein, which portion is more particularly identified on Part 2 of Schedule 3.

"Memorandum of Lease" has the meaning ascribed thereto in Section 2.8.

"New Agreement" has the meaning ascribed thereto in Section 19.5(a).

"New Approved Capital Improvement" has the meaning ascribed thereto in Schedule 5.

"New Approved Capital Improvement Cost" has the meaning ascribed thereto in Schedule 5.

"Non-Recurring Savings" means a reduction in the Capped O&M Index for a particular Fiscal Year that is the direct result of significant unusual or infrequently occurring items, as determined in accordance with GAAP or the timing by which recurring Capped O&M Costs are incurred.

"North Farm" means the portion of the University Campus depicted on Schedule 22.

"Notice" has the meaning ascribed thereto in Section 20.1.

"Notice Period" has the meaning ascribed thereto in Section 12.4(b).

"O&M Costs" means, in the aggregate, the Capped O&M Costs and the Uncapped O&M Costs.

"Obligation Payment" has the meaning ascribed thereto in Section 12.7.

"Obligee" means any Person entitled to the benefit of a payment obligation under Article 12.

"Obligor" means any Person obligated to meet a payment obligation under Article 12.

"Offsets" has the meaning ascribed thereto in Section 12.11(a).

"Ongoing Utility System Projects"[5] means those projects that the University ~~is~~was undertaking with respect to the Utility System as of the Closing Date that are listed on Schedule 11~~, provided that the University may, if it completes any such projects prior to the Time of Closing, provide the Concessionaire notice thereof and amend Schedule 11 accordingly~~.

"Operating Agreement" means any material agreement, contract or commitment to which the Concessionaire is a party or otherwise relating to the Utility System Operations as in force from time to time (including any warranties or guaranties), but excluding any Leasehold Mortgage and financing documents related thereto.

"Operating Agreements and Plans" has the meaning ascribed thereto in Section 3.11(a).

"Operations Plan" has the meaning ascribed thereto in Schedule 2.

"Operator" has the meaning ascribed thereto in Section 3.3(a).

"Operator Evaluation Period" means, as applicable, (i) the period commencing on the Day immediately following the Post-Closing Transition Period and ending on the 5-year anniversary thereof or (ii) each subsequent 5-year period after the period described in clause (i). For the avoidance of doubt, such 5-year periods are fixed periods, rather than rolling periods.

"Party" means a party to this Agreement and "Parties" means both of them.

[5] **NTD**: Changes to this definition are necessary to reflect the update that the University provided prior to Closing.

"Performance Standards" means the standards, specifications, policies, procedures and processes that apply to the operation of, maintenance of, rehabilitation of and Capital Improvements to the Utility System set forth in Schedule 2 and its appendices (as may be modified pursuant to the terms hereof), including any plans submitted by the Concessionaire to the University as required therein. To the extent that any term or provision set forth in Schedule 2 or incorporated by reference in Schedule 2 conflicts with any term or provision specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision.

"Permitted Concessionaire Encumbrance" means, with respect to the Concessionaire Interest: (i) any Encumbrance that is being contested in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (ii) any (A) lien or security interest for obligations not yet due and payable to a Contractor or other Person, (B) statutory lien, deposit or other non-service lien or (C) lien, deposit or pledge to secure mandatory statutory obligations or performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or for purposes of like general nature, any of which are incurred in the ordinary course of business of all or any part of the Utility System Operations and are either (x) not delinquent or (y) which are being contested, or being caused to be contested, by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers' or warehousemen's liens or other like Encumbrances arising in the ordinary course of business of all or any part of the Utility System or the Concessionaire's performance of any of its rights or obligations hereunder, and either (A) are not delinquent or (B) are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any right reserved to or vested in any Governmental Authority or the University by any statutory provision or under common law (it being understood and agreed that nothing in this clause (iv) shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (v) any other Encumbrance permitted hereunder (including any Leasehold Mortgage (and financing statements or other means of perfection relating thereto)); (vi) liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance, social security and other governmental rules and that do not in the aggregate materially impair the use, value or operation of the Utility System; (vii) any Encumbrances created, incurred, assumed or suffered to exist by the University or any Person claiming through the University; (viii) any Encumbrance, security interest or pledge imposed upon the Concessionaire and any Affiliate as to the Concessionaire's and any Affiliate's assets arising from borrowings, financings, leases or similar transactions in the ordinary course of business; (ix) any Encumbrances in existence as of the Closing not caused by the Concessionaire, the Operator or any of their respective Representatives; and (x) any amendment, extension, renewal or replacement of any of the foregoing.

"Permitted University Encumbrance" means: (i) the Concessionaire Interest; (ii) any Encumbrance that is being contested, or being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers' or warehousemen's liens or other like Encumbrances arising in the University's performance of any of its rights or obligations hereunder, and either (A) are

not delinquent or (B) are being contested, or are being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any easement, covenant, condition, right-of-way or servitude (or other similar reservation, right and restriction) or other defects and irregularities in the title to the applicable assets that do not materially interfere with the Utility System Operations or the rights and benefits of the Concessionaire under this Agreement or materially impair the value of the Concessionaire Interest from and after the Closing Date; (v) any zoning, building, environmental, health, safety or other Law; (vi) the police and regulatory powers of the State of Idaho, City of Moscow, Idaho and Latah County, Idaho with respect to the Utility System, and the regulation of the use of the Public Way (it being understood and agreed that nothing in this clause (vi) shall prevent any exercise of such powers being an Adverse Action if it meets the definition thereof); (vii) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law (it being understood and agreed that nothing in this clause (vii) shall prevent any exercise of such right being an Adverse Action if it meets the definition thereof); (viii) any other Encumbrance permitted hereunder; (ix) any Encumbrances created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it (provided that this shall not grant the Concessionaire, or any Person claiming through the Concessionaire, the right to create, incur, assume or suffer to exist any such Encumbrance unless otherwise expressly contemplated herein); (x) any rights reserved to or vested in the University by any statutory provision (it being understood and agreed that nothing in this definition shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (xi) any of the Encumbrances set forth on Schedule 10; and (xii) any amendment, extension, renewal or replacement of any of the foregoing.

"Person" means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority, including the University.

"Post-Closing Transition Period" means the period from the Closing Date to the date that is the later of (i) June 30, 2021 and (ii) 5 months after the Closing Date, provided that the Concessionaire may terminate the Post-Closing Transition Period earlier on written notice to the University.

"Project Intellectual Property" has the meaning ascribed thereto in Section 3.11(b).

"Property Taxes" means any ad valorem property Tax attributable to the Utility System or the Concessionaire Interest, including an ad valorem tax on real property and improvements, buildings, structures, fixtures and all tangible personal property.

"Prorated Items" means all revenues, charges, costs and expenses with respect to Assumed Liabilities.

"Prudent Industry Practices" means, at a particular time, those practices, methods, standards and acts which are engaged in and generally accepted by prudent providers of services of the kind contemplated by this Agreement in the United States, taking into account practices, methods and acts in use at Comparable Utility Systems or individual utility facilities forming

part of Comparable Utility Systems, life-cycle maintenance costs and considerations, and the design, engineering, construction, testing, operation and maintenance requirements set out in this Agreement, and which, in the exercise of reasonable judgment at the time the decision was made, could reasonably have been expected to achieve the desired result consistent with applicable Law, safety, reliability, efficiency and expedition. "Prudent Industry Practices" is not intended to be limited to the optimum practice or method to the exclusion of all others, but rather to be a spectrum of reasonable practices, methods, standards and acts.

"Public Way" means the streets, alleys, driveways and sidewalks owned by the University.

"Pump House 3" means the building identified as building #70 on Part 1 of Schedule 3 and associated improvements installed therein.

"Pump House 4" means the building identified as building #089 on Part 1 of Schedule 3 and associated improvements installed therein.

"Pump House 9" means the building identified as building #407 on Part 1 of Schedule 3 and associated improvements installed therein.

"Quarter" means each calendar quarter of each Fiscal Year of the Term.

"Reclaimed Water Chlorination Building" means the building identified as building #771 on Part 1 of Schedule 3 and associated improvements installed therein.

"Reconciliation Statement" has the meaning ascribed thereto in Section 7.1(b).

"Record Retention Policy" has the meaning ascribed thereto in Section 3.12(a).

"Recovery Period" means a period for each New Approved Capital Improvement, commencing at the beginning of the Fiscal Year Half following the Fiscal Year Half in which the applicable New Approved Capital Improvement Costs are incurred and expiring on the expiration of the 20th full Fiscal Year following the commencement of such period, or such other period as agreed by the University and the Concessionaire as part of the University's Approval of the applicable New Approved Capital Improvement, over which the Concessionaire shall recover the cost of that New Approved Capital Improvement in the Utility Fee pursuant to Schedule 5, as such period may be adjusted pursuant to Section 4.3.

"Release" means depositing, spilling, leaking, pumping, pouring, emitting, discarding, abandoning, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the Environment.

"Relevant Fiscal Year" has the meaning ascribed thereto in the definition of "Baseline Capped O&M Costs."

"Repetitive Failure" means a Repetitive Non-Major KPI Event or a Repetitive Performance Standards Failure.

"Repetitive Non-Major KPI Event" means, during any given Operator Evaluation Period, the occurrence of a KPI Event for a particular Key Performance Indicator 3 or more times during such Operator Evaluation Period.

"Repetitive Performance Standards Failure" means, during any given Operator Evaluation Period, the failure to comply with or to meet a distinct requirement of the Performance Standards (provided that the University shall have provided separate written notices for each such failure) 3 or more times during such Operator Evaluation Period.

"Representative" means, with respect to any Person, any director, officer, employee, official, partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, Contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its "Representative". For the avoidance of doubt, the Operator (if other than the Concessionaire) shall be deemed a Representative of the Concessionaire.

"Request for Proposals" has the meaning ascribed thereto in the recitals to this Agreement.

"Required Coverages" has the meaning ascribed thereto in Section 13.2.

"Restoration" has the meaning ascribed thereto in Section 13.4(~~a~~b)(~~ii~~i)(A).

"Restoration Funds" has the meaning ascribed thereto in Section 13.4(~~a~~b)(~~iii~~i)(B).

~~"Restoration Shortfall Amount" has the meaning ascribed thereto in Section 13.4(a)(iii).~~

"Reversion Date" means the Business Day immediately following the End Date.

"Revised Proration Statement" has the meaning ascribed thereto in Section 2.2(b)(ii).

"RJA" has the meaning ascribed thereto in Section 9.1(j).

"Schedule" means a schedule attached hereto and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.

"Securities Act" means the United States Securities Act of 1933, as amended.

"Senior Officials" has the meaning ascribed thereto in Section 3.3(c)(i)(A).

"Setting Date" means the Day that is 10 Business Days prior to the Bid Date.

"Shared Spaces" has the meaning ascribed thereto in Section 3.32.

"Signing Date" has the meaning ascribed thereto in the Recitals to this Agreement.

"SOFR" means, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"South Campus Chiller Plant" means the building identified as building #749 on Part 1 of Schedule 3 and associated improvements installed therein.

"Special Allocation of Funds" has the meaning ascribed thereto in Section 4.1(a).

"State Risk" means the Idaho Department of Administration Risk Management Program or its successor agency.

"State Risk Retained Casualty" means a casualty affecting the Utility System that (i) is not a Concessionaire Retained Casualty and (ii) affects the portion of the Utility System for which State Risk carries or provides the relevant property insurance.

"Supplies" has the meaning ascribed thereto in Section 7.3(a).

"Supply Contract" has the meaning ascribed thereto in Section 7.3(a).

"Supply Costs" means all out-of-pocket costs incurred in the procurement of Supplies (including any transmission costs, riders or other similar costs reasonably necessary to procure Supplies).

"Target" has the meaning ascribed thereto in Schedule 15.

"Tax" means any federal, state, local or foreign income, gross receipts, commercial activity, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

"Tax-Advantaged Bond" means any bond that is (i) a bond the interest on which is excluded from gross income for purposes of the Code, (ii) a "Build America Bond" as defined in Section 54AA of the Code, or (iii) a "qualified tax credit bond" as defined in Section 54A of the Code.

"Term" has the meaning ascribed thereto in Section 2.1.

"Termination Damages" has the meaning ascribed thereto in Section 14.2(a).

"Third Party Agreement" has the meaning ascribed thereto in Section 3.18.

"Third Party Capital Improvement" has the meaning ascribed thereto in Section 4.1.

"Third Party Claim" means any Claim asserted against an Obligee by any Person who is not a Party or an Affiliate of such a Party.

"Time of Closing" means 9:00 a.m. Pacific Time on the Closing Date or such other time on that date as that the University and the Concessionaire agree in writing that the Closing shall take place~~.~~, which the Parties acknowledge occurred on 11:13 a.m. Pacific Time on the Closing Date.

"Title Commitment" has the meaning ascribed thereto in Section 2.4(a)(iii).

"Title Company" means Stewart Title Guaranty Company through Moscow Title, Inc.

"Transaction" has the meaning ascribed thereto in Section 2.1.

"Transfer" means to sell, convey, assign, lease, sublease, mortgage, encumber, transfer or otherwise dispose of.

"Transferee" means any Person who obtains the Concessionaire Interest pursuant to a Transfer.

"Transformer Storage Space" means the portion of the building identified as building #760 on Part 1 of Schedule 3 and associated improvements installed therein which portion is more particularly identified on Part 2 of Schedule 3.

"Tunnels" means the tunnels and other underground passageways where Utility System Assets or Utility Facilities are located as identified on Schedule 17, which Tunnels, for the avoidance of doubt, are part of the Utility System but are not Utility System Land. To the extent that additional tunnels where Utility System Assets or Utility Facilities are located are identified by the Concessionaire or the University after the ~~date hereof~~Signing Date, the definition of "Tunnels" shall include those later-identified tunnels. For the avoidance of doubt, all vaults and trench-boxes not exclusively used in connection with the Utility System shall be treated as Tunnels.

"Uncapped O&M Costs" means the sum of the following: (1) these specifically identified out-of-pocket operating and maintenance costs and expenses incurred by the Concessionaire (which costs and expenses shall include payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement) or the Operator in operating the Utility System and complying with their respective obligations under this Agreement: (a) costs incurred due to a Delay Event, provided that for events described in clause (iii) of the definition of "Delay Event", Uncapped O&M Costs shall only include those costs (which are not costs incurred to make Capital Improvements) necessary to bring the Utility System into compliance with the applicable Law and not the ongoing costs associated therewith, (b) costs incurred to modify the location or configuration of the Utility System as directed by the University pursuant to Section 3.23 (but only to the extent such costs are not costs incurred to make a Capital Improvement), (c) costs incurred by the Concessionaire pursuant to Section 4.3(c)(ii) if the relevant proposed Capital Improvement or Material Change is not Approved by the University, (d) costs incurred to disconnect real property from the Utility System if required pursuant to Section 5.3(a), (e) costs incurred in connection with a modification to the

Performance Standards pursuant to Section 6.3(a), (f) costs incurred to perform the obligations set forth in Section 7.4, but only to the extent such costs were Approved by the University prior to being incurred, (g) costs incurred to pay Property Taxes, if such costs are included in Uncapped O&M Costs pursuant to Section 3.8, (h) costs incurred to make time-sensitive repairs or improvements to (A) the Utility System or (B) University-owned property related to, but not a part of, the Utility System, in each case to the extent such repairs or improvements (1) are not Capital Improvements, (2) were not contemplated in the most recently approved Five-Year Plan, (3) were either (x) made in the Concessionaire's good-faith belief that they were being made to the Utility System or (y) made in the Concessionaire's good-faith belief that the repair was the best first response to an Emergency, and (4) have been Approved by the University in its discretion, (i) storm water and sanitary effluent charges assessed by the City of Moscow, Idaho, except to the extent that such storm water and sanitary effluent charges increase as a result of an action or inaction of the Concessionaire (other than the actions or inactions that the Concessionaire is directed or obligated to take or omit pursuant to this Agreement, including in order to comply with the Performance Standards), (j) an Approved Capital Improvement that is classified as Uncapped O&M Costs pursuant to Section 4.3(h) or an Approved Material Change (unless such costs are treated as another form of compensation to the Concessionaire provided for in this Agreement in connection with the Approval of such Material Change), in each case up to the amount Approved by the University as part of its Approval of such Capital Improvement or Material Change, (k) costs incurred in connection with Supply procurement assistance under Section 7.3(a) or Section 7.3(b), but only to the extent such costs were Approved by the University prior to being incurred, (l) costs (including KPI Compensation) incurred as a direct result of the Concessionaire's failure to comply with Law or this Agreement if the sole reason for such failure is that the University failed to be reasonable in its Approval of all possible Capital Improvements or Material Changes that would cure or prevent such failure to comply with such Law or this Agreement, (m) costs associated with a University Directive that is not the construction of a Capital Improvement in accordance with Section 5.1, (n) legal fees arising out of any Excluded Liabilities, (o) the costs of any premium or deductible for professional liability insurance coverage procured by the Concessionaire in accordance with Section 13.1(e) for a particular Approved Capital Improvement or Material Change provided that such coverage and the cost thereof is expressly included in the request for Approval of such Capital Improvement or Material Change and the University Approves such cost, (p) all costs identified in the definition of "Capped O&M Costs" related to any Ongoing Utility System Project or New Approved Capital Improvement incurred only during the first 3 full Fiscal Years (and any partial Fiscal Year) after such Ongoing Utility System Project or New Approved Capital Improvement becomes part of the Utility System or is brought into service, as applicable, (q) the operations and maintenance costs that are reasonably necessary to cause the Utility System or Utility System Operations to comply with the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application or implementation thereof by any Governmental Authority) arising after the Setting Date but solely for the first 3 full Fiscal Years (and any partial Fiscal Year) after the occurrence of such enactment, modification, amendment or change (but not, for the avoidance of doubt, those costs that are included in any other clause of this definition), (r) the reasonable costs that are referenced in the definition of "Capped O&M Costs" as being treated as "Uncapped O&M Costs" for the period of time set forth therein and the reasonable costs of any other adjustments to the Capped O&M Index made pursuant to this Agreement for the first 3 full Fiscal Years (and

any partial Fiscal Year) after such adjustment is first made, and (s) the out-of-pocket costs of providing Utilities from temporary sources for construction projects as identified by the University as described in Section 3.2(a), provided that, for the avoidance of doubt, in no event, shall Uncapped O&M Costs include any costs or expenses incurred by the Concessionaire that result from the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire or the Operator; and (2) an amount equal to the product of 26.47% (which represents the blended ~~current~~ highest combined state and federal income Tax rate as of the Closing Date[6] but which, for the avoidance of doubt, shall not change over the Term regardless of any change to federal or state corporate income tax rates) multiplied by the income generated solely by the equity portion of the Variable Fee Component (which for the avoidance of doubt is the amount equal to sub-part (ii)) only in the calculation of the Utility Fee as set forth on Schedule 5 of the Concession Agreement) regardless of the amount of such Taxes actually paid by the Concessionaire.

"Uninsured Utility System Property" means any portion of the Utility System that is not covered by the Required Property Insurance because it is commercially unavailable as described in Section 13.3(o) and neither State Risk nor the University has provided insurance coverage for such portion of the Utility System subject to the University's rights under Section 13.3(u)(iii). For the avoidance of doubt, the Utility System or any portion thereof shall not be considered Uninsured Utility System Property if Required Property Insurance or property insurance provided by State Risk or the University identifies the Utility System or the relevant portion thereof as an insured asset under the applicable insurance policy regardless of whether the applicable insurer or, in the case of a State Risk Retained Casualty, State Risk, approves or rejects a claim therefor in the event of a casualty with respect thereto.

"University" has the meaning ascribed thereto in the preamble to this Agreement.

"University Campus" means the real property and improvements located thereon that are owned and/or leased by the University, which real property is shown on Part I of Schedule 16 and, solely with respect to the domestic water Utility, and also shown on Part II of Schedule 16, which, for each Utility, shall depict the real property that comprise the "University Campus" for that Utility, and the Parties acknowledge and agree may differ among Utilities, such that when reference is made herein to the "University Campus", it shall be the University Campus for the relevant Utility.

"University Default" has the meaning ascribed thereto in Section 16.2(a).

"University Directive" means a written order or directive prepared by or on behalf of the University in conformity with the requirements and limitations of this Agreement directing the Concessionaire, to the extent permitted hereby, other than pursuant to Section 3.23, to (i) add to, or perform work in respect of, the Utility System in addition to that provided for in this Agreement (including (a) work within the University Campus on utility facilities or energy equipment that are not and will not be considered part of the Utility System in accordance with the definition thereof, (b) taking control of the internal University billing system for Utilities and

[6] **NTD**: The change to this parenthetical is necessary so as not to change this percentage, which was intended to be fixed.

(c) causing the Concessionaire to engage in sustainability practices in excess of those reasonably required by Prudent Industry Practices) or (ii) change the dimensions, character, quantity, quality, description, location or position of any part of the Utility System or make other changes to the Utility System; provided that, notwithstanding the foregoing, (1) as part of any such order or directive or as a separate order or directive, the University may cause certain personal property to be deemed Utility System Assets and part of the Utility System even if such personal property is beyond the line of demarcation for the applicable Utility as set forth in the Performance Standards and may cause the Concessionaire to purchase and/or install such personal property, provided that if any such personal property would be beyond the line of demarcation for the applicable Utility as set forth in the Performance Standards, such order or directive may only be issued with the approval of the Concessionaire, acting reasonably, (2) any such order or directive can include the design, demolition, project management, construction, repair, replacement, remodeling, renovation, reconstruction, enlargement, addition, alteration, painting, or structural or other improvements not included in the Utility Facilities but related thereto, provided that such work must be part of a larger project (as determined by the University in its reasonable discretion) for which the Utility System is the primary driver of such project (as determined by the University in its reasonable discretion), (3) the University may, in any such order or directive, direct the manner and means by which the Concessionaire performs a University Directive, and (4) no such order or directive may in any event order or direct the Concessionaire to do any act that (x) is not technically feasible or could reasonably be expected to violate any applicable Law, contravene any Consent or Authorization issued by a Governmental Authority, cause a material insured risk to become uninsurable or cause the Concessionaire to fail to be in compliance with this Agreement or (y) without the consent of the Concessionaire, result in additional expenditure by the Concessionaire of an amount in excess of $50,000,000 in any given Fiscal Year or in excess of $100,000,000 over any given period of five Fiscal Years (in each case Adjusted for Inflation~~)~~ starting from the Year in which the Closing occurred)[7].

"University Liaison" means University Director of Utilities and Engineering Services, or such other Person as may be identified by the University to the Concessionaire in writing.

"University Required Coverages" has the meaning ascribed thereto in Section 13.2.

"University Responsible Parties" has the meaning ascribed thereto in Section 12.2.

"University Retained Casualty" means a casualty affecting Uninsured Utility System Property and which is not otherwise a Concessionaire Retained Casualty.

"University Retained Risk Annual Payment" has the meaning ascribed thereto in Section 13.3(u).

"University Utility System Employees" means those Persons employed by the University immediately prior to the Closing whose duties directly relate to the operation or maintenance of the Utility System.

[7] **NTD**: This global change is necessary so that the inflation adjustment is not delayed.

"University's Option" has the meaning ascribed thereto in Section 19.7(a).

"Unplanned Outage" has the meaning ascribed thereto in Schedule 2.

"Unrecovered Balance" has the meaning ascribed thereto in Schedule 5.

"URRAP Floor" has the meaning ascribed thereto in Section 13.3(u).

"URRAP Rate" has the meaning ascribed thereto in Section 13.3(u).

"Utility" means any of the following specific individual utility services: (i) electricity, (ii) steam and condensate, (iii) domestic water, (iv) chilled water, (v) sanitary sewage, (vi) storm water, (vii) compressed air and (viii) reclaimed water, and "Utilities" means each of them.

"Utility Facilities" means the improvements and equipment (a) constituting part of or located on the University Campus, including those identified in Schedule 3, that are directly and exclusively involved in the generation, distribution and return of the Utilities and the operation and maintenance of the Utility System and that are not beyond the line of demarcation for each Utility as set forth in the Performance Standards, including the (1) distribution pipes carrying the Utilities (including pipes conveying sanitary sewage and storm water), (2) trench-boxes and vaults exclusively used in connection with the Utilities, (3) Energy Plant, (4) McClure Hall Space, (5) Chilled Water Tank (Thermal Energy Storage), (6) South Campus Chiller Plant, (7) Chip Storage/Drying Facility, (8) Transformer Storage Space, (9) Chip Facility Scale House, (10) Reclaimed Water Chlorination Building, (11) Facilities Equipment Storage, (12) Vehicle Research Lab Space, (13) Pump House 3, (14) Pump House 4, (15) Pump House 9, (16) Golf Course Water Tank, (17) I Water Tank, (18) West Lagoon, (19) Arboretum Well and (20) electric distribution wires or (b) located on Utility System Land; provided that the definition of "Utility Facilities" does not include (i) any improvements or equipment that are beyond the line of demarcation for each Utility as set forth in the Performance Standards, except for those areas (I) expressly set forth in the Performance Standards as being within said line of demarcation or (II) which the University directs to be part of the Utility System as part of a University Directive in accordance with the definition thereof or (ii) any cameras or other public safety equipment installed, maintained or used by the University Office of Public Safety and Security or any successor department.

"Utility Fee" means the fee established as compensation for the Utility Services, as set forth on Schedule 5 and as may be adjusted pursuant to the terms of this Agreement.

"Utility Services" means the services to be provided by the Concessionaire as grantee of the concession under this Agreement.

"Utility System" means (A) the personal property, real property, improvements, fixtures and equipment owned and operated by the University immediately[8] prior to the Time of Closing to provide the Utilities on the University Campus, specifically limited to (i) the Utility System Assets, (ii) the computer systems and software set forth on Schedule 12, (iii) the Utility

[8] **NTD**: This change is necessary to avoid unintentionally pulling in all such property that was used at anytime prior to Closing which was not being so used before the hand over.

Facilities, (iv) the Utility System Land, and (v) the Tunnels; provided, however, that the "Utility System" shall not include, other than expressly referred to above, (x) any utility distribution facilities or other equipment that is beyond the line of demarcation for each Utility, as set forth in the Performance Standards, except to the extent incorporated into the Utility System by a University Directive, (y) any interest in the Public Way or similar real property or (z) any utility facilities in a building that is not a building leased by the Concessionaire, up to the Utility System line of demarcation for such building, as described in the Performance Standards, except to the extent incorporated into the Utility System by a University Directive; and (B) from and after the Time of Closing, such Utility System as it is reconfigured, replaced, improved or relocated by the Concessionaire or the Operator pursuant to the terms of this Agreement.

"Utility System Assets" means (i) as of the time immediately prior to the Time of Closing, the personal property of the University used in connection with operations of the Utility System and identified on Part 3 of Schedule 3 as "Personal Property" and (ii) from and after the Time of Closing, the personal property of the Concessionaire or the Operator used in connection with the operations of the Utility System.

"Utility System Concession Value" means, at any given date, the fair market value of the Concessionaire Interest at the time of the occurrence of the relevant Adverse Action or University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.4 (but excluding the effect of such Adverse Action, University Default or event described in Section 16.4), as determined pursuant to a written appraisal prepared in conformity with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board, or its successor organization, by an independent third party appraiser that is nationally recognized in appraising similar assets and that is acceptable to the University and the Concessionaire; provided, however, that the Utility System Concession Value shall in no event be less than the amount of all Leasehold Mortgage Debt (including Breakage Costs) on the End Date. If the Parties fail to agree upon such a single appraiser within 30 Days after a Party requests the appointment thereof, then the University and the Concessionaire shall each appoint an independent third party appraiser and both such appraisers shall be instructed jointly to select a third independent third party appraiser to make the appraisal referred to above. The University shall pay the reasonable costs and expenses of any appraisal.

"Utility System Land" means those parcels of real property described in Schedule 3 for the (1) Energy Plant, (2) Chilled Water Tank (Thermal Energy Storage), (3) South Campus Chiller Plant, (4) Chip Storage/Drying Facility, (5) Chip Facility Scale House, (6) Reclaimed Water Chlorination Building, (7) Facilities Equipment Storage, (8) Pump House 3, (9) Pump House 4, (10) Pump House 9, (11) Golf Course Water Tank, (12) I Water Tank, (13) West Lagoon and (14) Arboretum Well and certain other land as identified on Schedule 3 and further described in the Memorandum of Lease.

"Utility System Operations" means the operation, management and maintenance of the Utility System and all other actions relating to the Utility System that are performed by or on behalf of the Concessionaire pursuant to this Agreement.

"Utility System Purposes" means the use of the Utility System to provide Utility Services in support of the University by providing utility services to University facilities on the

University Campus, including to students, faculty, administrators, employees and invitees of the University thereon and others providing services to the University.

"Valuation Amount of Applicable Utility System Property" means the value of the applicable portion of the Utility System, as determined by State Risk, including in connection with the construction of Capital Improvements or the addition to or removal from the Utility System of buildings and/or other improvements.

"Variable Fee Component" has the meaning ascribed thereto in Schedule 5.

"Vehicle Research Lab Space" means the portion of the building identified as building #403 on Part 1 of Schedule 3 and associated improvements installed therein which portion is more particularly identified on Part 2 of Schedule 3.

"Warranty Period Utility System Projects"[9] means those projects with respect to the Utility System completed by the University prior to the Time of Closing that ~~remain~~remained subject to an ongoing warranty from the contractor responsible for completing such projects and are listed on Schedule 23~~, provided that the University may, if any such warranties expire prior to the Time of Closing, provide the Concessionaire notice thereof and amend Schedule 23 accordingly~~.

"Wells Fargo" has the meaning ascribed thereto in Section 9.1(j).

"West Lagoon" means the parcel identified on Part 1 of Schedule 3 as the "West Lagoon" adjacent to building #771 and associated improvements installed therein.

"Year" means the calendar year.

Section 1.2. Number and Gender. In this Agreement, words in the singular include the plural and vice versa and words in one gender include all genders.

Section 1.3. Headings. The division of this Agreement into articles, sections and other subdivisions is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

Section 1.4. References to this Agreement~~**Section 1.4. References to this Agreement**~~. The words "herein", "hereby", "hereof", "hereto" and "hereunder" and words of similar import refer to this Agreement as a whole, including the Schedules, and not to any particular portion of it. The words "Article", "Section", "paragraph", "sentence", "clause" and "Schedule" mean and refer to the specified article, section, paragraph, sentence, clause or schedule of or to this Agreement.

[9] **NTD**: Changes to this definition are necessary to reflect the update that the University provided prior to Closing.

Section 1.5. References to Any Person. A reference in this Agreement to any Person at any time refers to such Person's permitted successors and assignees.

Section 1.6. Meaning of Including. In this Agreement, the words "include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

Section 1.7. Meaning of Discretion. In this Agreement, unless otherwise modified, the word "discretion" with respect to any Person means the sole and absolute discretion of such Person.

Section 1.8. Meaning of Notice. In this Agreement, the word "notice" means "written notice", unless specified otherwise.

Section 1.9. Consents and Approvals. Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either Party, such approval or consent, and any request therefor, must be in writing (unless waived in writing by the other Party).

Section 1.10. Trade Meanings. Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

Section 1.11. Laws. Unless specified otherwise, references to a Law are considered to be a reference to (i) such Law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such Law, (iii) the successor to the Law resulting from recodification or similar reorganizing of Laws and (iv) all future Laws pertaining to the same or similar subject matter.

Section 1.12. Currency. Unless specified otherwise, all statements of or references to dollar amounts or money in this Agreement are to the lawful currency of the United States of America.

Section 1.13. Generally Accepted Accounting Principles. All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with GAAP.

Section 1.14. Calculation of Time. For purposes of this Agreement, a period of Days shall be deemed to begin on the first Day after the event that began the period and to end at 5:00 p.m., which time shall be determined by the time in the City of Moscow, Idaho on the last Day of the period. If, however, the last Day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m., which time shall be determined by the time in the City of Moscow, Idaho on the next Business Day.

Section 1.15. Approvals, Consents and Performance by the University.

(a) *Procedures*. Wherever the provisions of this Agreement require or provide for or permit an approval or consent by the University of or to any action, Person, Document, or other matter contemplated by this Agreement, the following provisions shall apply: (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, as reasonably determined by the University, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably withheld, conditioned or delayed or is subject to the discretion of the University); (iii) the University shall advise the Concessionaire by written notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency, as determined by the University acting reasonably, of the information or documentation provided; (iv) unless a time period is specifically set forth elsewhere herein, the University shall, within 30 Days after receipt of the Concessionaire's request, (1) provide the responding notice mentioned in clause (iii) of this Section 1.15(a) or (2) if the University determines in its discretion that additional time to consider such request would be appropriate due to the request's complexity or interrelationship with larger University issues, advise the Concessionaire by written notice of a reasonable timeframe (not to exceed 120 Days) in which the University will provide the responding notice mentioned in clause (iii) of this Section 1.15(a), which written notice shall extend the timeframe for Approval of the request to the timeframe set forth in such notice; (v) if the responding notice mentioned in clause (iii) of this Section 1.15(a) indicates that the University does not approve or consent, the Concessionaire may take whatever steps may be necessary to satisfy the objections of the University set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.15 shall again apply; (vi) if the disapproval or withholding of consent mentioned in clause (iii) of this Section 1.15(a) is subsequently determined pursuant to Article 18 to have been improperly withheld or conditioned by the University, such approval or consent shall be deemed to have been given on the date by which such approval or consent should have been provided; provided that, to the extent any deadlines for performing work are determined by reference to the date of consent or approval, such consent or approval shall be deemed to have been given on the date of determination rather than the date such consent or approval should have been provided; and (vii) for the avoidance of doubt, any dispute as to whether or not a consent or approval has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 18. The Concessionaire shall submit any request for approval or consent to the

University Liaison, who will direct such request to the appropriate committee, Person or group within the University.

(b) *Approved Documents*. Subject to the other provisions hereof, wherever in this Agreement an approval or consent by the University is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget, schedule, report or other written instrument whatsoever (a "Document"), following such Approval such Document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 1.15.

Section 1.16. Incorporation of Schedules. The Schedules are integral to, and are made a part of, this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Schedules, the terms of this Agreement shall control.

Section 1.17. References to Agreements Generally. References to agreements (including this Agreement) and other contractual instruments shall be deemed to include all amendments, restatements, extensions and other modifications to such instruments, whether in effect as of the ~~Effective~~Signing Date[10] or made thereafter.

Section 1.18. Cost Responsibilities. In this Agreement, the phrases "at Concessionaire's sole cost and expense", "at Concessionaire's cost and expense", "the Concessionaire shall be responsible for providing", "the Concessionaire shall pay", "the Concessionaire shall reimburse" and similar phrases and provisions that require the Concessionaire to take certain actions or perform certain services, shall not mean that such costs or expenses, or the costs and expenses associated with such actions or activities, are necessarily subject to recovery as part of the Utility Fee or otherwise in accordance with this Agreement. The inclusion of such costs and expenses in the Utility Fee shall be determined in accordance with Schedule 5.

Section 1.19. Out-of-Pocket Costs. In this Agreement, any reference to "out-of-pocket" or "out of pocket" costs or expenses of the Concessionaire or Operator and similar phrases and provisions shall mean the reasonable, incremental actual costs paid by the Concessionaire or Operator to a third party that (i) is not an Affiliate of the Concessionaire, the Operator or any Equity Participant or (ii) is an Affiliate of the Concessionaire, the Operator or any Equity Participant, provided that the payments to such Affiliate are on arms' length terms consistent with those terms offered by unaffiliated third parties for similar goods or services.

Section 1.20. Amendment and Restatement. This Agreement shall amend and restate, in its entirety, the Original Agreement. From and after the date hereof, this Agreement shall be the operative agreement, and the Original Agreement shall be of no force or effect.

[10] **NTD**: This change is necessary because "Effective Date" is not defined.

ARTICLE 2
THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS

Section 2.1. Grant of Concession. Upon the terms and subject to the conditions of this Agreement, effective at the Time of Closing, (a) the Concessionaire shall pay the University the exact amount of $225,000,000 in cash (the "Closing Consideration") in accordance with Section 2.2(a), (b) the University (i) demises and leases the Utility System Land and the Utility Facilities and (ii) grants the Concessionaire a license to access and use the Tunnels in accordance with Section 3.22 in order to perform its obligations under this Agreement with respect thereto, in each case to the Concessionaire free and clear of Encumbrances other than Permitted University Encumbrances and on an exclusive basis, other than as expressly provided in this Agreement, for and during the term (the "Term") commencing on the Closing Date and expiring on the 50th anniversary of the Closing Date (or such later date as may be required to effect a Delay Event Remedy but subject to earlier termination as provided in this Agreement), provided that such demise and lease of the Utility Facilities other than those located on the Utility System Land and the license to access the Tunnels shall not prevent the University from using, occupying, developing, leasing or otherwise enjoying the real property and the improvements other than the land on which the Utility Facilities are located or adjacent, over or under which the Tunnels are located without the payment of any fee, charge or rent to the Concessionaire, and (c) the University (i) grants the Concessionaire a non-exclusive license during the Term, appurtenant to the leasehold interest described in clause (b)(i) above, to access the Public Way and other portions of the University Campus (subject to Section 3.2(b)), solely in order to operate, maintain, repair, replace, improve and service the Utility Facilities located therein or thereon to the extent permitted or required under this Agreement, (ii) grants the Concessionaire, free and clear of any Encumbrances (other than Permitted University Encumbrances) an exclusive right for and during the Term to operate the Utility System (and any expansions, improvements or replacements thereto) and to provide Utility Services on the University Campus (except as expressly provided herein), and in connection therewith (A) to use, possess, control, operate, manage, modify, maintain and rehabilitate the Utility System; and (B) to charge the Utility Fee~~;~~, and (~~iv) assign, transfer~~iii) assigns, transfers and otherwise ~~convey~~conveys to the Concessionaire by bill of sale each of the Utility System Assets identified on Schedule 3, free and clear of any Encumbrances (other than Permitted University Encumbrances) and the Concessionaire ~~hereby accepts~~thereby accepted each such demise, lease, license, grant, assignment, transfer and conveyance (collectively, the "Transaction"). The Parties acknowledge the Transaction closed on the Time of Closing and the foregoing were all effective as of that time.[11]

Section 2.2. Closing.

(a) The closing of the Transaction (the "Closing") shall take place on the date that is on or before 65 Days after the date hereof, but in no event sooner than 45 Days after the date hereof, of which date the Concessionaire shall provide written notice to the University at least 20 Business Days prior thereto, or such other date as agreed in writing by the Concessionaire and the University (the "Closing

[11] **NTD**: This change is necessary to document that the University is not again assigning the assets and that the Closing did occur.

Date"). If, after execution, the Concessionaire requests that the Closing Date take place earlier than 60 days after the date hereof, the University shall consider such request in good faith but shall not be obligated to agree to such request. The Closing shall be held at the University of Idaho, Division of Finance and Administration, 875 Perimeter Drive, Moscow ID 83844-3168 or such other place agreed to in writing by the University and the Concessionaire. At the Time of Closing, the Concessionaire shall deliver or cause to be delivered to the University same-day funds by wire transfer in the amount of the Closing Consideration (plus or minus, as appropriate, any adjustment in accordance with Section 2.2(b), and upon receipt of such payment the Transaction shall be effective. The Concessionaire shall wire the Closing Consideration to bank account(s) and/or payees and in increments designated by the University. Upon receipt of the funds described in the preceding sentences in this Section 2.2(a), the University shall immediately cancel and return the Closing Deposit and the Cash Deposit (unless such Closing Deposit or Cash Deposit is applied against the Closing Consideration by the University in accordance with Section 2.3(c)), in accordance with the Concessionaire's instructions. The Parties acknowledge the Closing occurred on the Time of Closing and the foregoing were all effective as of that time.

(b) All Prorated Items shall be prorated between the University and the Concessionaire as of 11:59 p.m. on the Day immediately preceding the Closing Date based upon the actual number of Days in the month and a 365-Day year and the required payment resulting from such proration shall be added to or subtracted from the Closing Consideration as follows:

(i) At least 5 Days prior to the Closing, the University will provide to the Concessionaire an itemized statement of such Prorated Items, estimated in good faith as of the Closing and reasonably based on relevant billing information from third parties or (in the absence of such information) the University's financial statements as of June 30, 2020, and such statement shall be the basis of proration of any Prorated Items at the Closing and any resulting adjustment to the Closing Consideration in accordance with this Section 2.2(b);

(ii) Within 45 Business Days after the Closing, the University will provide to the Concessionaire a revised good-faith accounting of such Prorated Items as of the Closing in the form of an itemized statement of such Prorated Items (the "Revised Proration Statement");

(iii) Within 15 Business Days after the Concessionaire's receipt of the Revised Proration Statement, the Concessionaire will review the Revised Proration Statement and will notify the University of any adjustments made by the Concessionaire to the Revised Proration Statement in good faith;

(iv) To the extent the University disagrees with any of the Concessionaire's adjustments to the Revised Proration Statement, the University shall

provide notice to the Concessionaire within 15 Business Days after the University's receipt of the Concessionaire's adjustments, and any disagreement shall be resolved in accordance with Article 18; and

(v) Upon final resolution with respect to the proration of each such Prorated Item (whether by agreement of the Parties or in accordance with Article 18), the Party that is determined to owe money pursuant to the proration of that Prorated Item shall pay to the other party the amount owed within 10 Business Days of such determination.

Section 2.3. Deposit.

(a) The University acknowledges receipt from the Concessionaire of cash (the "Cash Deposit") and/or one or more Letters of Credit with a term of at least 120 Days from the ~~date hereof~~Signing Date (the "Closing Deposit"), in an aggregate amount equal to $10,000,000, to be held by the University for the sole purpose described in Section 2.3(b). The University shall deposit any Cash Deposit with the Escrow Agent, which shall invest such amount in Eligible Investments pending the Closing. The Parties acknowledge that the University returned the Closing Deposit promptly after the Closing.

(b) If the University terminates this Agreement pursuant to Section 2.4(d)(iv) (including as a result of the failure of the Concessionaire to pay the Closing Consideration at the Closing in accordance with the terms hereof so long as said failure to deliver funds is not the direct result of the University's actions or omissions), then the University shall be entitled to (i) retain the Cash Deposit and all interest accrued thereon and, (ii) without notice to the Concessionaire, immediately draw the full amount of the Closing Deposit upon presentation of a sight draft and a certificate confirming that the University has the right to draw under the Closing Deposit in the amount of such sight draft, and the University shall be entitled to retain the Cash Deposit and all of the proceeds of the Closing Deposit, in each case as the sole remedy or right of the University against the Concessionaire hereunder (provided that this limitation shall not apply in the event of fraud or intentional misrepresentation of the Concessionaire); provided, however, that if this Agreement is terminated for any other reason prior to Closing, the University shall return any Cash Deposit and the interest earned thereon in accordance with the Concessionaire's reasonable instructions, and deliver, in accordance with the Concessionaire's reasonable instructions, the Closing Deposit and agree to cancel the Closing Deposit, in each case, immediately following any such termination. The Concessionaire acknowledges that the loss the University will incur in the event of a termination under Section 2.4(d)(iv) is difficult to ascertain, and that the University's right to retain the Cash Deposit and to draw the Closing Deposit as set forth above is based on the Parties' reasonable estimate, taking into account the magnitude of the Transaction and the other relevant considerations, as to such loss and is not intended as, and does not constitute, a penalty. Except in cases involving fraud or intentional misrepresentation by the Concessionaire, the right of the

University to retain the Cash Deposit or to draw the Closing Deposit is intended to be, and shall constitute, liquidated damages, and any payment thereof to the University shall terminate the University's rights and remedies in all respects.

(c) At the Closing, upon the satisfaction of the conditions set forth in Section 2.4(a), Section 2.4(b) and Section 2.4(c), the Concessionaire shall be entitled to, as applicable, (i) with respect to the Cash Deposit, (1) a full return of the Cash Deposit, if any, and all investment earnings accrued thereupon or (2) apply the Cash Deposit (including any accrued interest) as a credit against the Closing Consideration and (ii) with respect to the Closing Deposit, (1) a return of the Closing Deposit, (2) its cancellation or (3) its application as a credit against the Closing Consideration, in any case as directed by the Concessionaire prior to Closing.

Section 2.4. Conditions Precedent; Termination.

(a) *Conditions for the Benefit of the Concessionaire*. The Concessionaire ~~shall be~~was obligated to complete the Closing only if each of the following conditions ~~has~~had been satisfied in full at or before the Time of Closing, unless waived by the Concessionaire, which the Concessionaire acknowledges were satisfied at or before the Time of Closing such that Closing occurred:[12]

(i) the representations and warranties of the University set forth in Section 9.1 shall be true and correct in all material respects on and as of the ~~date hereof~~Signing Date and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that (A) representations and warranties that by their terms speak only as of the ~~date hereof~~Signing Date or some other date need to be true and correct only as of such date and (B) those representations and warranties which are subject to a materiality or a Material Adverse Effect qualifier in Section 9.1 shall be true and correct in all respects on and as of the ~~date hereof~~Signing Date and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date;

(ii) the University shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the University at or prior to the Time of Closing;

(iii) the University shall have obtained and delivered to the Concessionaire, at the expense of the Concessionaire, a commitment effective at the Time of Closing for a leasehold title policy or policies, in form and substance reasonably acceptable to the Concessionaire (which will include an endorsement with the terms of the leasehold coverage), proposing to insure the leasehold interest of the Concessionaire in the Utility System Land, to the extent of such leasehold interest, subject only to

[12] **NTD**: This change is necessary to document that no closing conditions were unsatisfied.

(A) Permitted University Encumbrances, (B) Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause (vii) and clause (ix) of the definition of "Permitted Concessionaire Encumbrances" as it pertains to clause (iii) of this Section 2.4(a)) and (C) any Encumbrances the Concessionaire is required to remove pursuant to Section 3.5(a) (the "Title Commitment") from the Title Company, from which Title Company the Concessionaire shall purchase any leasehold title insurance policies (or any other title policies related to the Transaction) that it elects to purchase at Concessionaire's cost in connection with the Transaction or any Leasehold Mortgage;

(iv) the University shall have delivered to the Concessionaire a legal opinion from the Office of the General Counsel of the University, in substantially the form attached hereto as Schedule 7, which legal opinion shall, if requested by the Concessionaire in writing prior to the Closing, also be addressed to any Leasehold Mortgagee providing Leasehold Mortgage Debt at the Time of Closing (and shall cover, as applicable, any consent to assignment or direct agreement with respect to the Leasehold Mortgage Debt that the University executes with such Leasehold Mortgagee);

(v) the University shall have executed and delivered to the Concessionaire (A) the assignments, transfers and conveyances contemplated by Section 2.1, and (B) the consents and estoppel certificates contemplated by Section 10.2 and the consent agreement contemplated by Section 19.1(i);

(vi) there shall not have occurred a material casualty loss, destruction or damage to, or condemnation of, the Utility System; provided, however, that as used in this Section 2.4(a)(vi), a material casualty loss, destruction or damage to, or condemnation of, the Utility System means the casualty, loss, damage, destruction or condemnation of the Utility System such that its annualized aggregated delivery capacity (calculated in British Thermal Units) for the electricity, steam, domestic water and chilled water portions of the Utility System has been reduced by at least 10% since the Setting Date;

(vii) from the Setting Date through and including the Time of Closing, no action or event has transpired that would have constituted an Adverse Action had it occurred during the Term;

(viii) all Campus-Wide Permits set forth on Schedule 18 are in full force and effect;

(ix) no Tax-Advantaged Bonds of the University that (i) are encumbered by, or are otherwise secured by, the revenues or other assets of any portion of the Utility System, or (ii) would lose their status as Tax-Advantage Bonds

upon consummation of the Transaction shall be outstanding as of the Closing Date, and the University shall provide an opinion of bond counsel confirming that no such Tax-Advantaged Bonds are outstanding together with a certificate granting the Concessionaire and the collateral agent the right to rely on such opinion; and

(x) the University shall have delivered to the Concessionaire a certificate confirming that each of the conditions set forth in Section 2.4(a)(i) through Section 2.4(a)(x) has been satisfied in full by the University (except for any condition that has been waived by the Concessionaire) at or before the Time of Closing.

(b) *Conditions for the Benefit of the University*. The University ~~shall be~~was obligated to complete the Closing only if each of the following conditions precedent ~~has~~had been satisfied in full at or before the Time of Closing, unless waived by the University, which the University acknowledges were satisfied at or before the Time of Closing such that Closing occurred:

(i) the representations and warranties of the Concessionaire set forth in Section 9.2 shall be true and correct in all material respects on and as of the ~~date hereof~~Signing Date and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that (A) representations and warranties that by their terms speak only as of the ~~date hereof~~Signing Date or some other date need to be true and correct only as of such date and (B) those representations and warranties which are subject to a materiality or a Material Adverse Effect qualifier in Section 9.2 shall be true and correct in all respects on and as of the ~~date hereof~~Signing Date and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date;

(ii) the Concessionaire shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the Concessionaire at or prior to the Time of Closing (including the obligation of the Concessionaire to pay the Closing Consideration at the Closing in accordance with the terms hereof);

(iii) the Concessionaire shall have delivered to the University a legal opinion of outside counsel to the Concessionaire, substantially in the form attached hereto as Schedule 8;

(iv) all Leasehold Mortgage Debt issued by the Concessionaire on or before Closing shall have a credit rating of at least investment grade as determined by at least one of the Credit Rating Agencies and the Concessionaire shall have delivered to the University a certificate describing the material terms of such Leasehold Mortgage Debt, except that some (but not all) of such Leasehold Mortgage Debt issued on or before Closing need not have a credit rating of at least investment grade as

determined by at least one of the Credit Rating Agencies if such Leasehold Mortgage Debt is, within 6 months after Closing, either (i) completely repaid and retired or (ii) given a credit rating of at least investment grade as determined by at least one of the Credit Rating Agencies and, in either case, the Concessionaire has provided the University with Notice and reasonable proof thereof; provided, however, if such indebtedness is not retired or given the required credit rating within such 6-month period, it shall be deemed a Concessionaire Default and such indebtedness will not be "Leasehold Mortgage Debt" thereafter for purposes of this Agreement; ~~and~~

(v) the Concessionaire shall have delivered to the University a certificate confirming that the Operator has engaged McKinstry Essention, LLC ("McKinstry") or a special purpose entity owned by McKinstry on a long-term basis to serve as a Contractor to the Operator to perform substantially all of the daily operations and maintenance with respect to the Utility System for which the Concessionaire is responsible hereunder; and

(vi) the Concessionaire shall have delivered to the University a certificate confirming that each of the conditions set forth in Section 2.4(b)(i) through Section 2.4(b)(v) has been satisfied in full by the Concessionaire (except for any condition that has been waived by the University) at or before the Time of Closing.

(c) *Mutual Conditions*. In addition, the University and the Concessionaire shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by both the University and the Concessionaire, which the Parties acknowledge were satisfied at or before the Time of Closing:

(i) there shall be no preliminary or permanent injunction or temporary restraining order or other order issued by a Governmental Authority of competent jurisdiction or other legal restraint or prohibition enjoining or preventing the consummation of the Transaction; and

(ii) there shall be no action taken, or any Law enacted, entered, enforced or deemed applicable to the Transaction by any Governmental Authority of competent jurisdiction that, in any such case, has resulted or (in the case of any pending review or proceeding, if adversely determined) could reasonably be expected to result in such Governmental Authority conditioning or restricting the consummation of the Transaction in a manner that would impose a material impairment on the Transaction or make the consummation of the Transaction illegal.

(d) *Termination*. This Agreement may be terminated at any time prior to the Closing:

(i) by mutual consent of the University and the Concessionaire in a written instrument;

(ii) by either the University or the Concessionaire, upon notice to the other Party, if any Governmental Authority of competent jurisdiction shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transaction, and such order, decree, ruling or other action has become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 2.4(d)(ii) shall not be available to any Party whose failure to comply with any provision of this Agreement or other conduct has been the direct cause of, or directly results in such action;

(iii) by the Concessionaire, upon written notice to the University, if any condition set forth in Section 2.4(a) is not satisfied at the Time of Closing; provided, however, that the Concessionaire shall not have the right to terminate this Agreement under this Section 2.4(d)(iii) if (A) the Concessionaire shall have theretofore waived such condition, (B) the Concessionaire's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied or (C) any condition set forth in Section 2.4(b) is not satisfied at the Time of Closing;

(iv) by the University, upon written notice to the Concessionaire, if any condition set forth in Section 2.4(b) is not satisfied at the Time of Closing; provided, however, that the University shall not have the right to terminate this Agreement under this Section 2.4(d)(iv) if (A) the University shall have theretofore waived such condition, (B) the University's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied or (C) any condition set forth in Section 2.4(a) is not satisfied at the Time of Closing; or

(v) by either the University or the Concessionaire upon notice to the other Party if the Closing has not occurred within 20 Business Days after the Closing Date or such later date agreed to in writing by the Parties, provided that if the Closing has not occurred due to a Party's failure to satisfy the conditions precedent for the Closing for which such Party is responsible pursuant to this Section 2.4, that Party may not terminate this Agreement pursuant to this Section 2.4(d)(v).

(e) *Effect of Termination*. In the event of termination of this Agreement by either the University or the Concessionaire as provided in Section 2.4(d), this Agreement shall forthwith become void and there shall be no liability or

obligation on the part of the University or the Concessionaire or their respective Representatives, except as set forth in Section 2.3(b), this Section 2.4(e), Article 12, Article 18 and Article 19. In the event that the Concessionaire terminates this Agreement pursuant to Section 2.4(d)(iii) as a result of the failure of the University to satisfy any condition set forth in Section 2.4(a) (excluding Section 2.4(a)(vi) and Section 2.4(a)(vii), but, with respect to the exclusion of Section 2.4(a)(vii), only to the extent the event described in Section 2.4(a)(vii) was not an action taken by the University), the University will compensate the Concessionaire in the aggregate amount of up to $1,500,000 for (i) reasonable and documented out-of-pocket costs and (ii) reasonable internal costs (calculated based on the market rate for such costs) incurred by the Concessionaire or the Operator in connection with the Transaction. In the event of any termination pursuant to Section 2.4(d)(i), Section 2.4(d)(ii), Section 2.4(d)(iii) or Section 2.4(d)(v), the Cash Deposit and all investment earnings accrued thereon shall be paid to the Concessionaire, and the Closing Deposit shall be returned undrawn to the Concessionaire marked canceled, as applicable.

(f) *Acknowledgement*. The Parties acknowledge that the Original Agreement was not terminated pursuant to Section 2.4(d) thereof, and Sections 2.4(d) and (e) of this Agreement shall be of no force or effect as a result thereof.[13]

Section 2.5. Covenants.

(a) *Cooperation*. During the Closing Period, the Parties shall cooperate with each other in order to permit the Closing to be consummated on the Closing Date.

(b) *Reasonable Efforts*. During the Closing Period, each Party shall use all reasonable efforts (i) to take, or cause to be taken, all actions necessary to comply promptly with all requirements under this Agreement and all legal requirements which may be imposed on such Party to consummate the Transaction as promptly as practicable, including making any necessary filings, and (ii) to obtain (and to cooperate with the other Party to obtain) any Consent of any Governmental Authority or any other public or private third party which is required to be obtained or made by such Party in connection with the consummation of the Transaction. Each Party shall promptly cooperate with and promptly furnish information to the other Party at such other Party's reasonable request in connection with any such efforts by, or requirement imposed upon, any of them in connection with the foregoing.

(c) *Injunctions*. If any Governmental Authority of competent jurisdiction issues a preliminary or permanent injunction or temporary restraining order or other order before the Time of Closing which would prohibit or materially restrict or hinder the Closing, each Party shall use all reasonable efforts to have such injunction, decree or order dissolved or otherwise eliminated or to eliminate the

[13] **NTD**: This change is necessary to document the closing.

condition that formed the basis for such injunction or order, in each case as promptly as possible and, in any event, prior to the Time of Closing.

(d) *Operation of the Utility System*. During the Closing Period, the University shall operate the Utility System in the ordinary course in a manner consistent with past practice, which shall include using all reasonable efforts to preserve the goodwill of the Utility System and to maintain good business relationships with Persons having business dealings with respect to the Utility System, to maintain the Utility System in its existing operating condition and repair in accordance with past practice (ordinary wear and tear excepted), not to incur any Encumbrances on the Utility System (other than Permitted University Encumbrances) that are not satisfied by the Closing Date, and to cause the Utility System to be operated in all material respects in accordance with all applicable Laws (except to the extent any non-compliance is being contested in good faith by appropriate proceedings), all to the end that the Utility System as a going concern shall be unimpaired and delivered to the Concessionaire at the Time of Closing in a condition not materially worse than the condition as of the Setting Date, except for any damage by casualty or condemnation. The University, shall, up to and including the Time of Closing, be entitled to all of the cash or cash equivalents in or generated by the Utility System. The Concessionaire acknowledges that all receivables related to the Utility System in existence at the Time of Closing shall remain the property of the University and the Concessionaire shall transfer to the University any such receivables, existing up to and including the Time of Closing, received after the Closing Date within 30 Days after the Concessionaire's receipt of such receivables. Without limiting the foregoing, the University shall not, without the Concessionaire's approval, which shall not be unreasonably withheld, conditioned or delayed, (i) terminate, amend, modify or agree to a waiver of the terms of any Authorization related to the Utility System after the ~~date hereof~~Signing Date and before the Time of Closing or (ii) commence any Material Changes or Capital Improvements to the Utility System that are not (1) Ongoing Utility System Projects or (2) reasonably necessary to address an Emergency; provided, the Capped O&M Index for the Fiscal Year in which such Capital Improvements are made shall be increased by any amounts the Concessionaire can reasonably prove caused an increase in the Capped O&M Costs as a direct result of such Capital Improvement or Material Change made to address an Emergency without the Concessionaire's approval. Notwithstanding anything to the contrary in this Agreement, the University shall, on behalf of the Concessionaire, operate and maintain the Utility System through 11:59 p.m. on the Closing Date, so as to facilitate the transition of the operation of the Utility System in a timely and orderly manner. The Concessionaire shall be fully liable under this Agreement to perform the Utility Services after the Time of Closing.

(e) *Disclosure of Changes*.

(i) During the Closing Period, each Party shall immediately disclose in writing to the other Party any matter which becomes known to it which is

inconsistent in any material respect with any of the representations or warranties contained in Article 9. No such disclosure, however, shall cure any misrepresentation or breach of warranty for the purposes of Section 2.4 or Article 12; and

(ii) During the Closing Period, the University may supplement or amend the Disclosure Schedules hereto, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplement or amendment shall be deemed to cure any breach for purposes of Section 2.4(a) or, subject to the following sentence, for any other purpose. Notwithstanding the previous sentence, if the Closing occurs, then, subsequent to the Closing, any such supplement or amendment provided to the Concessionaire at least 10 Business Days prior to the Closing with respect to any representation or warranty contained in Section 9.1(d), or Section 9.1(i) relating to a matter arising after the ~~date hereof~~Signing Date but before the Closing will be effective to cure and correct for all purposes any inaccuracy in, or breach of, such representation or warranty which would exist if the University had not made such supplement or amendment, and all references to any Disclosure Schedule hereto which is supplemented or amended as provided in this Section 2.5(e)(ii) shall (subject to the foregoing limitation) for all purposes after the Closing be deemed to be a reference to such Disclosure Schedule as so supplemented or amended. The Concessionaire acknowledges that the University supplemented and amended the Disclosure Schedules by delivery of written notice on December 9, 2020.

(f) *Access to Information and Pre-Closing Inspections*. During the Closing Period, but subject to confidentiality obligations binding on the University with respect to any Person (provided that the University has disclosed to the Concessionaire the existence of the applicable Document that is subject to such confidentiality limitation in order to enable the Concessionaire to evaluate the materiality and significance of the lack of disclosure based on such limitations), the University shall (i) give the Concessionaire and its Representatives reasonable access during normal business hours and on reasonable notice to the Utility System to perform inspections on the Utility System, subject to the University's policies and regulations regarding safety and security and any other reasonable conditions imposed by the University, (ii) permit the Concessionaire and its Representatives to make such inspections as they may reasonably request in order to facilitate the transition of the use, operation, possession and control of the Utility System to the Concessionaire and (iii) furnish the Concessionaire and its Representatives with such financial and operating data and other information that is available with respect to the Utility System as they may from time to time reasonably request; provided that no inspections or the results thereof shall permit the Concessionaire to terminate this Agreement solely as a result thereof but shall not serve as a waiver of any of the Concessionaire's rights hereunder. The Concessionaire shall hold and shall cause its Representatives to hold in strict

confidence all Documents and information concerning the Utility System to the extent and in accordance with the terms and conditions of the confidentiality agreement between the University and the Concessionaire in connection with the Transaction. After the Closing Date, the Concessionaire shall, at the request of the University, in connection with claims or actions brought by or against third parties based upon events or circumstances concerning the Utility System, (A) provide reasonable assistance in the collection of information or Documents and (B) make the Concessionaire's employees available when reasonably requested by the University; provided, however, that the University shall reimburse the Concessionaire for all out-of-pocket and documented costs and expenses incurred by the Concessionaire in providing said assistance and will not unduly interfere with the Concessionaire's operations.

(g) *Transition.*

(i) During the Closing Period, the Parties shall cooperate with each other to ensure the orderly transition of control, possession, custody, operation, management and maintenance of the Utility System at the Time of Closing and to provide the services required to be performed under this Agreement. Such cooperation shall include the University making its employees reasonably available to the Concessionaire to assist in such transition at no out-of-pocket cost to the University. In order to assure such orderly transition and to provide information and Documents related to the Utility System Operations to the Concessionaire, the University shall use commercially reasonable efforts to exercise its rights under existing service agreements with service providers. After the Closing, the Parties shall continue to cooperate to ensure the orderly transition of control, possession, custody, operation, management and maintenance of the Utility System, provided that no University employees shall work to operate the Utility System after the Closing, provided that the foregoing shall not modify the rights of the Parties as set forth in Section 2.5(g)(ii).

(ii) At the request of the Concessionaire, the University will use commercially reasonable efforts to provide to the Concessionaire, for up to 12 months after the Closing Date, the services of any University Utility System Employees and other employees of the University (who for the avoidance of doubt remain employees of the University at the time of such request). The Concessionaire and the University agree that during the period of time that any services are performed by any University Utility System Employee or other employee of the University pursuant to this Section 2.5(g)(ii), the University Utility System Employees or such other employees shall continue to be employees of the University and not be employees of the Concessionaire. All such services shall be provided for an amount equal to the actual cost to the University (including employment costs and related overhead expenses allocable to such employees, as reasonably determined by the University), which amount shall be billed to the Concessionaire as soon as reasonably practicable

following the end of each month and shall be payable by the Concessionaire within 30 Days of receipt of any such statement, and upon such other reasonable terms and conditions as the University and the Concessionaire may agree; provided, however, that such statement shall show in reasonable detail the hours worked and hourly rate of each such University Utility System Employee or other employee by the University and the amount of overhead expenses allocated to each such University Utility System Employee or other employee by the University.

(h) *Casualty Loss Prior to Closing*. If between the Setting Date and the Time of Closing, a casualty loss, destruction or damage to, or a condemnation of, the Utility System or a portion thereof has occurred, unless this Agreement has been terminated under Section 2.4(d), then the University shall, at its option, either (i) promptly and diligently repair and rebuild the affected parts of the Utility System to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction, damage or condemnation to the extent reasonably practicable, provided that if the affected parts of the Utility System cannot prior to the Closing Date be repaired or rebuilt to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction, damage or condemnation, the University shall make such repairs or restoration as can reasonably be completed prior to the Closing Date and shall provide to the Concessionaire a plan for the completion of such remaining repairs or restoration following the Time of Closing at the University's expense and shall then complete such repairs or restoration (to the extent reasonably practicable) in accordance with such plan, or (ii) authorize the Concessionaire to repair the Utility System and assign to the Concessionaire all insurance, condemnation and other proceeds (if any) payable by third-party insurers or other third parties in respect of such casualty loss, destruction, damage or condemnation and enforce (with the cooperation of the Concessionaire) all of its rights, remedies and privileges under any applicable insurance policies with third-party insurers, the costs of which shall not be included in the Variable Fee Component or the Utility Fee; provided that if no insurance exists or such insurance or condemnation proceeds are not sufficient to repair and rebuild the affected parts of the Utility System to its prior condition, then the University shall reimburse the Concessionaire for that amount representing the difference between the out-of-pocket cost to repair and the amount of any insurance or condemnation proceeds received by the Concessionaire. It shall not be a Concessionaire Default for the inability of the Concessionaire to meet any obligation hereunder as a direct result of such casualty loss, destruction, damage or condemnation unless the University has elected to authorize the Concessionaire to repair the Utility System pursuant to clause (ii) of this Section 2.5(h) and the Concessionaire is not diligently repairing or restoring the Utility System and any work performed by the University or by the Concessionaire after the Closing Date in order to repair or rebuild the Utility System to at least the same condition in which they were before the occurrence of such casualty loss, destruction, damage or condemnation shall constitute a Delay Event, provided if the Concessionaire is

undertaking such work, it shall do so diligently to be completed as soon as reasonably practicable. The Parties acknowledge and agree that no such casualty loss, destruction, damage or condemnation occurred during the Closing Period.

(i) *Policies of Insurance*. During the Closing Period, the University shall continue in force all applicable policies of insurance maintained by the University in respect of the Utility System. Except to the extent the University is required to maintain such policies of insurance in accordance with Article 13, at the Time of Closing, all such policies of insurance shall terminate and the Concessionaire shall be responsible for obtaining insurance for the Utility System in accordance with the terms hereof.

(j) *Employees*. Prior to the Time of Closing, the Concessionaire shall use its best efforts to or cause the Operator to interview all University Utility System Employees who apply for a position with the Concessionaire or the Operator, as the case may be. If either the Concessionaire or the Operator makes any offer of employment to any such individual, such offer shall contain only the terms and conditions of employment that the Concessionaire or the Operator, as the case may be, deems to be appropriate in its discretion, except that the Concessionaire or the Operator, as the case may be, shall include wages, benefits and other terms and conditions of employment that are at a minimum, comparable, in the aggregate, to the wages, benefits and other terms and conditions of employment such University Utility System Employee received as an employee of the University immediately prior to the Closing other than any tuition-based benefits offered to such University Utility System Employees prior to the Closing Date, which the Parties acknowledge and agree the Concessionaire will be unable to provide. Any and all employees of the Concessionaire and the Operator shall have met all reasonable background inspection and security requirements of the University, as promulgated from time to time. Nothing in this Agreement shall be construed or is otherwise intended to create joint employment by the University and the Concessionaire and/or the Operator, as the case may be, of the employees of the Concessionaire or the Operator; the Concessionaire or the Operator, as the case may be, shall have the right and obligation to supervise and direct the work of its employees.

(k) *Ongoing Utility System Projects*. The University shall continue the construction of the Ongoing Utility System Projects, in accordance with applicable Law, until they have been completed in substantial accordance with the plans for such Ongoing Utility System Projects as of the Setting Date, provided that the University may, upon written notice to the Concessionaire, abandon or modify any or all Ongoing Utility System Projects. To the extent that the construction or completion of any Ongoing Utility System Project requires access to the Utility System, the Concessionaire hereby grants a non-exclusive license to the University to so access the Utility System as necessary to complete such Ongoing Utility System Projects (and the University shall use reasonable efforts to avoid undue interference with the operation of the Utility System) and shall reasonably cooperate with the University with respect to the completion of the

Ongoing Utility System Projects, which cooperation shall include (i) providing the University with notice if the Concessionaire becomes aware of any deviation from the University's approved plans and specifications for the applicable Ongoing Utility System Project and (ii) directing the University's Contractors to stop any work on the Ongoing Utility System Project if the Concessionaire reasonably believes that continuing such work would constitute an Emergency. Upon completion of an Ongoing Utility System Project, the University shall (i) deliver the Concessionaire written notice thereof, and, at such time, that Ongoing Utility System Project shall become part of the Utility System and the Concessionaire shall be granted a leasehold interest therein and (ii) either (A) assign the Concessionaire (or one or more third parties at the Concessionaire's direction~~,~~) all contractors' warranties held by the University with respect to such Ongoing Utility System Project or (B) to the extent the University chooses not to so assign such warranties or such warranties are not so assignable, cooperate with the Concessionaire to provide the benefit of such warranties to the Concessionaire (or one or more third parties at the Concessionaire's direction). The University shall name the Concessionaire as an additional insured on its insurance policies with respect to those Ongoing Utility System Projects. For the avoidance of doubt, Ongoing Utility System Projects shall not be considered New Approved Capital Improvements. If the University elects to abandon an Ongoing Utility System Project, the Capped O&M Index shall be increased for the Fiscal Year in which such Capital Improvement is abandoned by the additional annual O&M Costs that the Concessionaire is required to incur due to the abandonment of such Ongoing Utility System Project, provided the Concessionaire provides reasonable proof of such additional O&M Costs and that such O&M Costs were unavoidable.

Section 2.6. Intended Treatment for Federal and State Income Tax Purposes.

(a) *Tax Treatment*.

(i) The Parties intend for United States federal and state income Tax purposes that (A) the Closing Consideration will be treated as a payment and consideration for (I) the sale of the Utility System Assets and Utility Facilities, (II) a lease of the Utility System Land to the Concessionaire and (III) the grant to the Concessionaire of the exclusive right to provide the Utility Services to the University Campus in accordance with this Agreement; and (B) the Utility Fee is a separate fee and payment from the Closing Consideration and is not a payment for the sale of assets and lease described in Section 2.6(a)(i)(A) or otherwise but is in consideration of the services provided hereunder by the Concessionaire to the University.

(ii) Notwithstanding Section 2.6(a)(i), this Section 2.6 only sets forth the intentions and agreements of the Parties with respect to United States federal and state income Tax purposes, and no provision of this Agreement is intended to, or shall in any way, transfer any fee interest in real property or improvements comprising the Utility System to the

Concessionaire for purposes of the provisions of the Idaho Code governing legal title to real property or the common law of Idaho or any other purpose whatsoever other than for United States federal and state income Tax purposes as described above.

(iii) The Parties believe that the Closing Consideration is a reasonable payment for the sale and lease of the assets and the grant of the right referred to in Section 2.6(a)(i)(A) based on the fair market value of those assets and such right and that the Utility Fee is a reasonable fee based upon the services provided hereunder by the Concessionaire to the University with respect to providing the services hereunder to the University and is in consideration thereof.

(iv) Subject to and consistent with Section 2.6(b) and Section 2.6(c), the University and the Concessionaire agree that the Closing Consideration will be allocated among the assets and rights that the Concessionaire is obtaining the use of pursuant to this Agreement using the residual allocation provisions of Section 1060 of the Code as provided therein and otherwise consistent in all respects with Schedule 19.

(v) Any Concession Compensation paid to the Concessionaire hereunder shall be deemed an adjustment to the Utility Fee for tax purposes and shall not be deemed to be an adjustment to the Closing Consideration related to the sale and lease of the assets described in Section 2.6(a)(i)(A).

(vi) The Parties intend that this Agreement will be treated as a service contract pursuant to Section 7701(e) of the Code with respect to the services provided hereunder by the Concessionaire to the University with respect to the Utility System, and the Parties shall use commercially reasonable efforts to cause such treatment under Section 7701(e) of the Code.

(vii) The Parties intend that the University shall be considered the owner of all Capital Improvements made pursuant to this Agreement for GAAP accounting and state law purposes, provided that the Parties intend that the Concessionaire may claim a depreciable interest in all such Capital Improvements made by the Concessionaire during the Term for federal and state income Tax purposes.

(viii) Notwithstanding the foregoing, if a Governmental Authority treats the Transaction, or any portion thereof, differently for state or federal Tax purposes, such treatment shall not impact, affect, modify or alter either Party's obligations hereunder including the Concessionaire's obligations under Section 10.4.

(ix) Neither Party shall file any tax returns inconsistent with any treatment set forth in this Section 2.6(a), except as required by Law.

(x) The Parties intend that, pursuant to the terms of this Agreement, as of the Closing Date, the Utility System shall be treated as being used for education related purposes for purposes of Idaho Code section 63-602E(3) in a manner that is proper for the operation of such state college or university.

(xi) The Parties intend that the sale and lease described in Section 2.1 and this Section 2.6 involve the sale of substantially all of the operating assets of an identifiable segment of the business of the University, which exempts any sale or lease under these sections from Idaho sales tax under Idaho Code Section 63-3622K.

(b) *Payment*. For purposes of Section 467 of the Code, and the Treasury Regulations promulgated thereunder, on the Bid Date the Concessionaire has provided to the University a schedule, (i) allocating the Closing Consideration attributable to the lease of the Utility System Land described in Section 2.6(a)(i)(A)(II) in equal amounts for each annual rental period; and (ii) demonstrating that such amounts bear "adequate interest" within the meaning of Treasury Regulation Section 1.467-2(b)(1)(ii) for each rental period or that such schedule is consistent with proportional rental accrual within the meaning of Treasury Regulation Sections 1.467-1(d)(2)(ii) and 1.467-2(c), and prior to the execution of ~~this~~the Original Agreement, the University and the Concessionaire have agreed on such schedule, which shall not thereafter be modified or altered by the Concessionaire without the Approval of the University. Such schedule shall constitute a specific allocation of such amounts for purposes of Section 467 of the Code. The University and the Concessionaire hereby agree to reasonably cooperate to modify the schedule referred to above if the amount of rental payments on which such schedule is based changes after the date such schedule is Approved or there is any other modification to the lease after the date thereof for which it would be advisable in the Concessionaire's reasonable discretion (after good faith consultation and discussion with the University) to modify such schedule. Notwithstanding the foregoing allocation, except as set forth above, all such rental payments shall constitute a rental paid under a triple net lease which is non-refundable. If the University files a tax return for federal income tax purposes, the University shall, in such return, treat the Closing Consideration in a manner consistent with the allocation set forth in this Section 2.6(b).

(c) *Allocation*. The Concessionaire has provided to the University, on the Bid Date, a schedule reflecting a reasonable allocation of the Closing Consideration (and all other capitalized costs) among the acquired assets in accordance with Section 1060 of the Code and the applicable Treasury Regulations for the University's Approval, and the University and the Concessionaire have agreed on such schedule, which is attached hereto as Schedule 19, which shall not thereafter be modified or altered by the Concessionaire without the Approval of the University. The University shall file all federal and state income tax returns in a manner consistent with the allocation set forth on Schedule 19. Each of the

Concessionaire and the University acknowledges that the leasing of certain assets included in the Utility System as provided under this Agreement may result in the transfer of the tax ownership of such assets from the University to the Concessionaire.

Section 2.7. Closing Deliverables. At the Time of Closing, each Party shall execute and deliver all assets, agreements, bills of sale, assignments, endorsements, instruments and Documents as are reasonably necessary in the opinion of the other Party to effect the Transaction (and in form and substance that are reasonably satisfactory to such other Party).

Section 2.8. Memorandum of Lease. At the Time of Closing, the Parties shall execute and deliver a memorandum of lease (the "Memorandum of Lease") in the form attached hereto as Schedule 13, which the Concessionaire shall cause to be recorded in the Latah County Recorder's Office. To the extent that changes are made to this Agreement with respect to the Term, leased property or other material matters set forth in the recorded Memorandum of Lease, including the removal of property from service by the Utility System in accordance with Section 5.3, the Parties shall timely (and in no event longer than 10 Days after a request therefor) execute, deliver and record an amendment to the recorded Memorandum of Lease reflecting such changes. The Parties acknowledge that for purposes of recordation, a description of certain portions of the Utility System constituting Utility Facilities that are a real property interest, are depicted specifically but are recorded generally against the lot or parcel on which such Utility Facility is located. Each party shall have the right, from time to time, at its cost and expense to further refine by a metes and bounds legal description the specific location of the applicable Utility Facility, and subject to the other Parties' reasonable approval, may modify the Memorandum of Lease by recording an amendment thereto that shows the refined location description. In such instance, the modification to the Memorandum of Lease is subject to the other Party's reasonable approval, and both Parties shall sign a consent to the recording of the Memorandum of Lease upon its approval. The Parties agree not to record this Agreement itself.

Section 2.9. No Return of Closing Consideration. The Concessionaire shall have no right to have the Closing Consideration returned to it or refunded at any time after Closing, provided that, for the avoidance of doubt, this Section 2.9 shall not prohibit, preclude or adversely affect the Concessionaire's rights to compensation expressly set forth herein, including the right to receive the full Utility System Concession Value in those instances expressly set forth herein.

ARTICLE 3
TERMS OF THE CONCESSION

Section 3.1. Quiet Enjoyment and Present Condition.

(a) *Quiet Enjoyment*. The University agrees that, subject to the University's remedies upon a Concessionaire Default, the Concessionaire shall, at all times during the Term, be entitled to and shall have quiet enjoyment of the Utility System and the rights and privileges granted to the Concessionaire hereunder, subject to the provisions contained in this Agreement and the rights of other parties to use the Tunnels. The University and the Concessionaire acknowledge

that the Concessionaire's rights to use, control and possess the Utility System and to collect and retain the Utility Fee are subject to the right of the University, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the Utility System is used and operated as required by this Agreement. Any entry by the University or its Representatives into the Utility System required or permitted under this Agreement shall not constitute a reentry, trespass or a breach of the covenant for quiet enjoyment contained in this Agreement. The University shall, at all times during the Term, defend its fee or leasehold interest title, as the case may be, to the Utility System, the Concessionaire's leasehold interest in and to the Utility System and the rights granted to the Concessionaire hereunder, or any portion thereof, against any Person claiming any interest adverse to the University or the Concessionaire in the Utility System, or any portion thereof, except where such adverse interest arises as a result of the act, omission, negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire, its Affiliates or their respective Representatives.

(b) *Present Condition*. Subject to Section 2.5(h) and except as specifically set forth herein, the Concessionaire understands, agrees and acknowledges that the Concessionaire (i) by the execution of ~~this~~the Original Agreement[14], ~~agrees~~agreed to accept the Utility System "AS IS" at the Time of Closing and (ii) has inspected the Utility System and is aware of its condition and acknowledges that the University neither has made nor is making any representation or warranty, other than as expressly set forth herein, express or implied, regarding the condition of the Utility System (or any part thereof) or its suitability for the Concessionaire's proposed use, provided that nothing in this Section 3.1(b) shall preclude the Concessionaire from making repairs or replacements or Capital Improvements to the Utility System in accordance with the terms of this Agreement (including, for the avoidance of doubt, the provisions regarding Approval of Capital Improvements set forth in Section 4.3 and the provisions regarding inclusion of New Approved Capital Improvements and O&M Costs in the calculation of the Utility Fee in accordance with Schedule 5) as a result of the Utility System's condition at the Time of Closing.

(c) *Legal Title to Real Property and Improvements*. For the avoidance of doubt, and notwithstanding anything to the contrary contained in Section 2.6, all real estate and improvements now or hereafter forming part of the Utility System shall be the fee-owned property of the University for GAAP and state law purposes, and are subject to the terms and conditions of this Agreement.

Section 3.2. Utility System Operations.

(a) *Use*. Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, (i) be responsible for all aspects of the Utility System Operations, including providing the Utilities from temporary sources for

[14] **NTD**: This change is necessary to document acceptance at time of closing.

construction projects and special events as identified by the University and (ii) maintain and operate the Utility System and cause the Utility System Operations to be performed in accordance with the provisions of this Agreement, including the Performance Standards, Prudent Industry Practices and applicable Law. Upon the University's request, the Concessionaire shall provide an estimate for the costs associated with providing Utilities from temporary sources for construction projects or special events identified by the University. In connection with such maintenance, the Concessionaire may contract with a third party for certain tasks, such as janitorial services. Except for such additional purposes permitted pursuant to Section 3.15(c), the Concessionaire shall, at all times during the Term, cause the Utility System to be used exclusively for the Utility System Purposes and continuously open and operational for the Utility System Purposes in accordance with the Performance Standards. Notwithstanding the foregoing, the Concessionaire may cease keeping the Utility System or a portion thereof continuously open and operational for the Utility System Purposes (A) as specifically permitted under this Agreement, (B) as required by applicable Law, (C) as necessary to comply with any other requirement of this Agreement (including closures related to the performance of Capital Improvements or maintenance or repair activities as required by the Performance Standards), (D) as necessary for a Delay Event or (E) as necessary for temporary closures required to address Emergencies or public safety; provided, however, that in the event of any temporary suspension of Utility System Operations pursuant to any of clauses (A) through (E) of this Section 3.2(a), such suspension shall be limited as much as practicable so as to allow all other Utility System Operations to continue.

(b) *University Campus*. Notwithstanding anything to the contrary contained herein, the Concessionaire shall operate the Utility System and provide the Utility Services in a manner that does not interfere with or impair the operation of the University Campus or any other real property owned by the University, including any special events conducted on the University Campus. Except in the case of an Emergency or as otherwise provided for in Section 3.2(e) or Section 3.2(j), if the Concessionaire, in performing the Utility System Operations, determines it is reasonably necessary to access or disturb any portion of the University Campus or any other real property owned by the University, excluding the Tunnels and the Utility System Land, it shall, to the extent possible given the circumstances, provide the University at least 30 Days' prior written notice and the Concessionaire shall comply with any reasonable requirements or restrictions on such disturbance imposed by the University, including limiting the time in which the Concessionaire can so access and/or disturb the portion of the University Campus or any other real property owned by the University to specific hours. In accessing any portion of the University Campus or any other real property owned by the University pursuant to the license granted hereunder, the Concessionaire shall also abide by any restrictions and requirements generally imposed by the University on such access, as communicated to the Concessionaire from time to time. To the extent that, in operating and maintaining the Utility System, the Concessionaire damages any

portion of the University's real or personal property, including the landscape of the University Campus, the University's information technology network or any other real property owned by the University, the University's outdoor lighting, traffic signals, irrigation equipment and communications equipment and such damage was neither (i) Approved by the University in accordance with this Agreement nor (ii) included as part of the scope of work Approved by the University related to such operations and maintenance, then the Concessionaire shall, in coordination with University personnel, promptly cause such property to be repaired to substantially the same or, solely at the Concessionaire's election, better condition that existed prior to such damage, and the cost incurred therewith shall not be included in O&M Costs or otherwise recovered as a part of the Utility Fee provided, however, that the Concessionaire shall be entitled to make a claim on any applicable Concessionaire Required Coverage.

(c) *Costs and Expenses*. Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, pay or cause to be paid all costs and expenses of the Utility System Operations as and when the same are due and payable.

(d) *Assumed Liabilities and Excluded Liabilities*. The Concessionaire agrees to assume and discharge or perform when due all debts, liabilities and obligations whatsoever relating to the Utility System or the Utility System Operations that occur, arise out of or relate to, or are based on facts or actions occurring during the Term but only to the extent such debts, liabilities or obligations do not arise from or relate to any breach by the University of any covenant, representation or warranty set forth in this Agreement (collectively, the "Assumed Liabilities"); provided, however, that the Assumed Liabilities shall not include, and the University shall perform or cause to be performed and discharge or cause to be discharged as and when due, any debts, liabilities and obligations (i) with respect to the University's obligations under this Agreement, (ii) arising out of the Utility System or any Utility System Operations (including with respect to any University Utility System Employee) prior to the Time of Closing, (iii) arising under any Environmental Law and related to (1) the ownership, operation or condition of the Utility System prior to the Time of Closing or (2) the Release on or from, presence on or in, or other existence on the Utility System or its subsurface or the Tunnels of any Hazardous Substance at any time prior to the Time of Closing and including (A) the abatement, handling, disposal or removal of any asbestos or other Hazardous Substances present at the Time of Closing in the Utility System as required by any Environmental Law in connection with the repair, maintenance, operation or construction activities permitted or required to be performed under this Agreement and (B) any known or unknown environmental conditions relating to the Utility System or its subsurface that existed prior to the Time of Closing the manifestation of which occurs following the Time of Closing, which environmental obligations the University shall perform and discharge when due, except in any case to the extent exacerbated by the Concessionaire or its Representatives or caused by any action of the Concessionaire or its Representatives, (iv) arising out of the University's rights

under this Agreement to test, inspect, audit, repair, maintain or operate the Utility System without impairment of the University's remedies for a Concessionaire Default and (v) with respect to the Ongoing Utility System Projects that have not yet become a part of the Utility System in accordance herewith (collectively, the "Excluded Liabilities").

(e) *Right of Entry and Access to the Public Way*. Subject to Section 3.19, the University hereby grants to the Concessionaire and its Representatives a non-exclusive license to enter upon, in, under, over and across the Public Way to such extent and at such times as shall be necessary or desirable for the Concessionaire to access the Utility System in order to conduct Utility System Operations, including operating, maintaining, inspecting, repairing and managing Utility System properties, including the Utility System Assets and all supporting structures and appurtenances thereto, and installing monitoring or observation technology or equipment reasonably necessary for Utility System Operations. The rights granted pursuant to this Section 3.2(e) do not include the right to block, impede or otherwise obstruct traffic on the Public Way, and the Concessionaire shall, enter, access and perform work in, on or over the Public Way in accordance with the Performance Standards. The rights granted to the Concessionaire under this Section 3.2(e) neither create an interest in real property nor do they create a priority in favor of the Concessionaire over any other user of such areas and are subject to the Performance Standards and all provisions of Law relating to the conduct of a private business or franchise in the Public Way.

(f) *Mapping and Marking*. The Concessionaire shall be responsible for marking and mapping all portions of the Utility System in accordance with the Performance Standards.

(g) *Deemed Planned Outage*. The Concessionaire shall have the right to propose to shut down a portion of the Utility System such that such portion shall not transmit Utilities provided by that portion of the Utility System if the Concessionaire reasonably believes that such a shutdown will avoid additional costs in excess of the costs of such shutdown or lengthier shutdowns of the Utility System or a portion thereof later. If the University Liaison agrees to such shut down (which agreement must be in writing or by e-mail from the University Liaison), then it shall be treated as a Planned Outage. The University Liaison may make this determination in its sole discretion. If the University Liaison does not Approve such shutdown, then it will be considered an Unplanned Outage if the Concessionaire elects to proceed with such shutdown.

(h) *Emergency Shutdown*. If there is a circumstance where the continued operation of a portion of the Utility System creates an Emergency (other than an Unplanned Outage), then the Concessionaire shall have the right, directly or through its automatic protection system or the Operator, to shut down the applicable portion of the Utility System to address such circumstance, provided that the Concessionaire shall comply with the provisions of Section 8.1 and the

relevant portion of the Performance Standards, as if such shutdown were an Unplanned Outage. The Concessionaire shall perform the corrective action to address such circumstance as soon as reasonably practicable. Within 10 Business Days after the shutdown and repair of the applicable portion of the Utility System, the Concessionaire shall provide the University with pertinent information on such circumstance and such other relevant information within the Concessionaire's possession or control that is requested by the University, and the University shall determine, in its reasonable judgment, whether such shutdown shall constitute an Unplanned Outage for purposes of determining the applicable Key Performance Indicator. For the avoidance of doubt, such determination shall not affect the Concessionaire's obligation to treat such shutdown as an Unplanned Outage for purposes of compliance with the Performance Standards.

(i) *Other Public Streets*. To the extent that the performance of the Utility System Operations requires access to streets, alleys, driveways or sidewalks owned or controlled by a Governmental Authority, the University shall, at no out-of-pocket cost to the University, use commercially reasonable efforts to cooperate with the Concessionaire to secure such access from the applicable Governmental Authority consistent with the University's past practice.

Section 3.3. Operator.

(a) *Engagement*. The Utility System Operations shall, at all times during the Term, be under the direction and supervision of an active operator with the expertise, qualifications, experience, competence, skills and know-how to perform the Utility System Operations in accordance with this Agreement, Prudent Industry Practices and applicable Law (an "Operator") who may be (but is not required to be) the Concessionaire itself. The Operator on the first Day of the Term shall be the Concessionaire unless the Concessionaire has designated another Person to be the Operator and such Person has been Approved in accordance with Section 3.3(b)~~.~~ provided the Parties acknowledge Sacyr Plenary Idaho Operators LLC, a Delaware limited liability company was Approved as Operator as of the Time of Closing. The Concessionaire shall not engage or appoint a replacement Operator unless the University has Approved such Operator and the terms (including fees charged by such replacement Operator) of any such engagement are commercially reasonable; provided, however, that a Change in Control of an Operator shall be deemed to be the appointment of a replacement Operator subject to the University's Approval; provided, further, that for purposes of this Section 3.3(a), the definition of "Equity Participant" and clauses (a) through (g) of the definition of "Change in Control" shall be read and apply as though "Operator" were substituted for "Concessionaire"; provided, further, that if the University does not provide the Concessionaire with the relevant Approval, the Concessionaire shall be entitled to appoint an interim Operator for a period of up to 180 Days from the date of appointment of such interim Operator. This interim Operator may be selected without Approval by the University so long as the Concessionaire reasonably determines that the interim Operator meets the

following criteria: (A) the interim Operator has experience in operating Comparable Utility Systems and (B) the interim Operator (or any guarantor of its obligations) has a tangible net worth reasonably sufficient to carry out its obligations and responsibilities as Operator. The Concessionaire shall not extend the term of any interim Operator beyond 180 consecutive Days or appoint a successor interim Operator after such 180-Day period. The Operator shall at all times be subject to the direction, supervision and control (by ownership, contract or otherwise) of the Concessionaire, and any delegation to an Operator shall not relieve the Concessionaire of any obligations, duties or liability hereunder. The Concessionaire shall immediately notify the University upon the termination or resignation of an Operator. The rights of the Operator regarding the continued operation of the Utility System shall terminate without penalty at the election of the University or the Operator upon 5 Business Days' notice to such Operator or the University, as applicable, upon the termination of this Agreement. Except as otherwise expressly set forth herein, the Operator shall have no interest in, or rights under, this Agreement or the Utility System unless the Operator is the Concessionaire itself.

(b) *Approval*. The University's Approval of a proposed replacement Operator may be withheld only if the University reasonably determines that the engagement of such proposed Operator is prohibited by applicable Law or this Agreement, or such proposed Operator is not capable of performing the Utility System Operations in accordance with this Agreement and Prudent Industry Practices, which determination shall be based solely upon one or more of the following factors: (i) the ability of the proposed Operator to operate the Utility System in a manner that complies with the Performance Standards; (ii) the financial strength, capitalization and integrity of the proposed Operator, its direct or indirect beneficial owners and some or all of their respective Affiliates providing a guaranty of the Operator's obligations (which guaranty shall not be required to run to the benefit of the University); (iii) the experience of the proposed Operator in operating Comparable Utility Systems; (iv) the background and reputation of the proposed Operator, its direct or indirect beneficial owners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (v) the proposed terms of the engagement of the proposed Operator, including the fee being charged by the Operator, length of the term of the engagement and any restrictions on transfer by the Operator of its obligations and change in control of the proposed Operator.

(c) *Removal*.

(i) If the Operator fails to operate the Utility System in compliance with the Performance Standards or fails to meet the Target for any Key Performance Indicator, and

(A) such failure is the material breach of a material requirement of the Performance Standards other than a requirement that is also a Key Performance Indicator, the University may provide written notice to the Operator and the Concessionaire setting forth such failure. If the Operator does not cure such failure within 30 Days of said written notice (or, if such cure or correction cannot reasonably be accomplished during such 30-Day period, within such longer period as is reasonably required to accomplish such cure or correction, provided the Concessionaire, either directly or through the Operator, has commenced such cure or correction within 30 Days of said written notice and diligently prosecutes the same to completion), then (i) the University may, upon notice to the Concessionaire, (A) cure any such failure and (B) the Concessionaire shall reimburse the University any and all costs related to such cure and/or correction; and (ii) the University may direct that the Concessionaire remove the Operator pursuant to the written order of senior University officials designated by the President of the University (or his or her designee) in writing for such purpose or otherwise with respect to assessing the performance of the Operator (the "Senior Officials"); or

(B) such failure results in an Emergency, then the University may, upon notice to the Concessionaire, (i) immediately cure any such failure after endeavoring to provide the Concessionaire notice appropriate under the circumstances (which may include telephone notice) and (ii) the Concessionaire shall reimburse the University any and all costs related to such cure and/or correction.

(ii) Notwithstanding the foregoing, if (A) within any Operator Evaluation Period, at least 3 Repetitive Failures occur, (B) a Major KPI Event for the same Key Performance Indicator occurs for 3 consecutive Fiscal Years or (C) 3 Major KPI Events occur in any given Fiscal Year, then the University, in addition to its right to KPI Compensation, may direct that the Concessionaire remove the Operator pursuant to the written order of the Senior Officials.

(iii) The University shall provide the Concessionaire and the Operator with no less than 30 Days' prior written notice of the time, date, place and subject matter of any meeting of the Senior Officials at which a decision to remove the Operator will be considered, and both the Concessionaire and the Operator shall be afforded a reasonable opportunity to present

testimony and evidence at such meeting and to present to the Senior Officials written objections to any proposed removal determination. Any written order of the Senior Officials removing the Operator shall contain written determinations as to the reasons for removal of the Operator. Within 30 Days following the effective date of such decision, the Concessionaire shall (x) provide the University with a transition plan to remove the then current Operator and replace such Operator with either (A) a new Operator that is Approved by the University pursuant to Section 3.3(b), (B) an interim Operator in accordance with Section 3.3(a) or (C) to the extent the Concessionaire was not the removed Operator, the Concessionaire, and then (y) carry out such transition plan within 30 Days following the delivery thereof.

(iv) For the avoidance of doubt, if there is a dispute as to whether there has been a failure to meet the Performance Standards or the Target for any Key Performance Indicator, such dispute shall be subject to resolution in accordance with Article 18.

(d) *Sole Remedy*. Other than the University's right to KPI Compensation pursuant to Article 15, notwithstanding anything to the contrary contained herein, the University's right to remove the Operator pursuant to Section 3.3(c) shall constitute the Concessionaire's sole and exclusive liability and the University's sole and exclusive remedy relating to a failure to meet a requirement of the Performances Standards or a KPI Event.

(e) *Operator Fee*. Unless otherwise Approved by the University, the fee payable by the Concessionaire to the Operator shall not exceed $3,700,000 (the "Maximum Annual Operator Fee") per Fiscal Year, Adjusted for Inflation, starting with the first Fiscal Year, provided that, to the extent any changes to the Capped O&M Index in accordance with Section 2.5(d), Section 3.23, Section 5.1 or Section 6.3(b) or any Uncapped O&M Costs require a material increase in the scope of work to be performed by the Operator, as demonstrated to the reasonable satisfaction of the University, the Maximum Annual Operator Fee shall be increased accordingly, as agreed by the University and Concessionaire, each acting reasonably. Notwithstanding the foregoing, if the Operator is replaced pursuant to the terms hereof, the Maximum Annual Operator Fee shall be replaced with the fee charged by the Operator in the first full Fiscal Year of such replacement tenure as Operator hereunder. For the avoidance of doubt, the amount of the Maximum Annual Operator Fee shall not affect the calculation of the Capped O&M Index for the Fiscal Year ending June 30, 2021; provided that, for the further avoidance of doubt, the Maximum Annual Operator Fee shall affect the calculation of the Capped O&M Index thereafter in accordance with the definition of "Capped O&M Index" and the relevant provisions of this Agreement.

(f) *IRWA Membership*. The Concessionaire shall cause the Operator, at all times, to maintain an active membership in the Idaho Rural Water Association ("IRWA")

and to abide by all requirements of the IRWA, and the University shall use commercially reasonable efforts to assist in connection with applications related to such membership. If the University reasonably expects to incur any out-of-pocket costs in connection with providing assistance to the Operator as provided in the preceding sentence, it shall have no obligation to provide such assistance until the Concessionaire or the Operator commits to the prompt reimbursement of such out-of-pocket costs in writing.

Section 3.4. Authorizations; Qualifications.

(a) *Compliance*. The Concessionaire shall obtain, comply with, promptly renew and maintain in good standing all Authorizations, and the University shall use commercially reasonable efforts to assist the Concessionaire in obtaining, complying with, renewing and maintaining in good standing all such Authorizations, including those that the University was not required to obtain in connection with its operation of the Utility System prior to the Time of Closing. If the University reasonably expects to incur any out-of-pocket costs in connection with providing assistance to the Concessionaire as provided in the preceding sentence, it shall have no obligation to provide such assistance until the Concessionaire commits to the prompt reimbursement of such out-of-pocket costs in writing. Nothing in this Agreement, including Section 2.1, shall be deemed to waive or modify any Authorization required to be obtained by the Concessionaire or any other Person in connection with the Utility System, the Utility System Operations or any activities generating the Utility Fee.

(b) *Qualifications*. The Concessionaire shall, at all times during the Term, maintain in full force and effect its existence and all qualifications necessary to carry on its business pertaining to the Utility System Operations, including all rights, franchises, licenses, privileges and qualifications required in connection with the Utility System Operations.

Section 3.5. No Encumbrances.

(a) *By the Concessionaire*. The Concessionaire shall not do any act or thing that will create any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Utility System and shall promptly remove any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Utility System, unless the Encumbrance came into existence as a result of an act of or omission by the University or a Person claiming through it which in turn was not caused by an act or omission of the Concessionaire. The Concessionaire shall not be deemed to be in default hereunder if the Concessionaire continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the Concessionaire has (i) given advance notification to the University that it is the intent of the Concessionaire to contest the validity or collection thereof or cause such contest and (ii) unless a bond or other security is provided in

connection with such proceedings, given a satisfactory indemnity to the University or deposited with the University a Letter of Credit, indemnity bond, surety bond, cash or Eligible Investment reasonably satisfactory to the University in an amount equal to the amount of the claim or Encumbrance, plus such interest and penalties, court costs, or other charges as the University may reasonably estimate to be payable by the Concessionaire at the conclusion of such contest or as is required to provide insurance over any potential Encumbrance; provided, however, that unless the Concessionaire is required by GAAP to maintain any security in favor of a purported beneficiary of such Encumbrance, in the event such Letter of Credit bond, cash or Eligible Investment shall be so deposited, the same shall be held by the University until such claim or other imposition shall have been released and discharged and shall thereupon be promptly returned to the Concessionaire, less any amounts reasonably expended by the University to procure such release or discharge or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the University by virtue of the contest of such Encumbrance.

(b) *By the University*. The University shall not do any act or thing that will create any Encumbrance (other than a Permitted University Encumbrance) against the Utility System and shall promptly remove any Encumbrance (other than a Permitted University Encumbrance) against the Utility System that came into existence as a result of an act of or omission by the University or a Person claiming through the University. The University shall not be deemed to be in default hereunder if the University continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the University has given advance notification to the Concessionaire that it is the intent of the University to contest the validity or collection thereof or cause such contest.

(c) *Removal*. Each Party, if requested by the other Party and at such other Party's costs and expense, shall use its reasonable efforts to assist such other Party in attempting to remove any Encumbrance that has come into existence as a result of an act of or omission by such other Party (other than a Permitted University Encumbrance or a Permitted Concessionaire Encumbrance); provided that nothing herein shall obligate the University to waive, modify or otherwise limit or affect the enforcement by the University of any applicable rule, procedure or policy of the University whether or not with respect to the Utility System.

Section 3.6. Single Purpose Covenants; Credit Rating. Subject to Section 3.15(c), the Concessionaire shall, at all times during the Term, (i) be formed and organized solely for the purpose of (A) owning the Concessionaire Interest, (B) owning, leasing, operating, improving, using, possessing, controlling and otherwise dealing with the Utility System, (C) collecting from the University the Utility Fee in consideration of providing the services hereunder to the University and any fees from third parties to which it provides services to the extent permitted by Section 3.15(c), (D) financing its interest in the Utility System, and (E) carrying out the Utility Services and other activities permitted pursuant to this Agreement (and any activities

reasonably incidental thereto), (ii) not engage in any business unrelated to clause (i) above, (iii) not have any assets other than those related to its activities in accordance with clauses (i) and (ii) above, (iv) except as appropriate for Tax reporting purposes, maintain its own separate books and records and its own accounts, (v) observe all corporate, limited partnership or limited liability company, as applicable, formalities and do all things necessary to preserve its existence, (vi) not guarantee or otherwise obligate itself with respect to the debts of any other Person, (vii) except as expressly permitted hereby or by any Leasehold Mortgage, or in the ordinary course of business of the Utility System, not pledge its assets for the benefit of any other Person, and (viii) maintain adequate capital in light of its contemplated business operations. In addition, if ~~the Concessionaire issues or refinances~~ any Leasehold Mortgage Debt is issued or refinanced[15] after the Closing Date, at the time of such issuance, refinancing or entry, such Leasehold Mortgage Debt shall have an investment grade credit rating, as determined by at least one of the Credit Rating Agencies, and shall provide written evidence of such rating to the University at the same time as such issuance, refinance or entry. The cost and expense paid to the applicable Credit Rating Agency for maintaining the credit rating of the Leasehold Mortgage Debt with a Credit Rating Agency shall, for the first three Fiscal Years (and any partial Fiscal Year) after the Closing be treated as Uncapped O&M Costs and shall not be included in the calculation of the Capped O&M Index, and, after such period has elapsed, those reasonable, actual out-of-pocket costs shall be considered Capped O&M Costs and included in the Capped O&M Index by taking them into account in the calculation of historical Capped O&M Costs for the prior 3 Fiscal Years in the manner specified in the definition of "Capped O&M Index" in Schedule 5).

Section 3.7. Rights of the University to Access and Perform Work on the Utility System and Utilize Space for Energy Resources and Research Purposes.

(a) *Reservation of Rights*. The University reserves (for itself and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University) and shall, at all times during the Term, have the right to enter the Utility Facilities and have access to the Utility System in response to any of the following events or circumstances or for any of the following purposes, provided that (x) with respect to Section 3.7(a)(i) and Section 3.7(a)(ii), such right is to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire, (y) with respect to Section 3.7(a)(iii), such right is to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire if practicable under the circumstances, and (z) with respect to Section 3.7(a)(iv), Section 3.7(a)(v) and Section 3.7(a)(vi), such right is to be exercised at all reasonable times with the University to request, with reasonable prior notice, the Concessionaire's consent to the exercise of such right, which consent shall not be unreasonably withheld, conditioned or delayed, provided that if the Concessionaire has not responded to such request within 5 Business Days, it shall be deemed to have consented to such exercise:

[15] **NTD**: This change is necessary because Leasehold Mortgage Debt could be financed by Concessionaire's parent.

(i) to inspect the Utility System, including performance of an assessment of the condition of the Utility System or any component thereof, or determine whether or not the Concessionaire is in compliance with its obligations under this Agreement or applicable Law pursuant to Section 8.3;

(ii) if a Concessionaire Default then exists, subject to the cure rights of any Leasehold Mortgagee under Section 19.3, to make any necessary repairs to the Utility System and perform any work therein pursuant to Section 16.1(b)(iii) in accordance with Prudent Industry Practices;

(iii) in the event of an Emergency or danger that threatens to cause injury to individuals (or damage to property) or to materially impair the continuous operation of the Utility System and if the Concessionaire is not then taking all necessary steps to rectify or deal with said Emergency or danger, to take actions as may be reasonably necessary to rectify such Emergency or danger in accordance with Prudent Industry Practices, in which event the University shall promptly give the Concessionaire written notice of such measures taken by the University;

(iv) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future safety measures for the University Campus (whether provided by the University or third parties at the University's instruction) in, on, under, across, over or through the Utility System (including surveillance equipment and other safety equipment), (B) grant easements and rights on, over, under or within the Utility System for the benefit of suppliers or owners of any such measures and (C) use the Utility System in connection with any such installation, design, management, maintenance, repair or rehabilitation (provided that notwithstanding the foregoing clauses (A), (B) and (C), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate safety measures for its own account (and not for lease, resale or service to third parties) to the extent that the said safety measures are necessary for the Utility System Operations or as otherwise permitted under this Agreement);

(v) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future utilities or similar services (whether provided by the University or third parties at the University's instruction) that are not part of the Utility System and do not provide Utilities in, on, under, across, over or through the Utility System (including water lines, sewer lines, fiber optic cable, other communications and other equipment), and (B) grant easements and rights on, over, under or within the Utility System for the benefit of suppliers or owners of any such utilities or services that are not part of the Utility System (provided that notwithstanding the foregoing clauses (A) and (B), the Concessionaire shall have the right, at all times during the Term, to

install, design, manage, maintain, repair and rehabilitate utilities or other services for its own account (and not for lease, resale or service to third parties) to the extent that the said utilities or services are necessary for the Utility System Operations); and

(vi) at its own cost and expense (except as otherwise expressly provided in this Agreement) and solely in accordance with the terms hereof, to do any other act or thing that the University may be obligated to do or have a right to do under this Agreement;

provided, however, that the University shall (A) not be obligated to make any payments to the Concessionaire for such access (other than Concession Compensation to the extent required hereunder) and the University shall use reasonable efforts to minimize interference with the Utility System Operations in connection with any entry on the Utility System pursuant to this Section 3.7(a), (B) not have access to any software or other intangibles of the Concessionaire and (C) comply with the Concessionaire's reasonable safety protocols and requirements to the extent provided in writing in advance to the University. Any entry to or action on the Utility System pursuant to clauses (iv), (v) and (vi) of this Section 3.7(a) shall be a Compensation Event.

(b) *Access Rights*. The University and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University, during the progress of any work referred to in this Section 3.7 shall have all necessary easement and access rights to the Utility System. To the extent that the University undertakes work or repairs in the Utility System under this Section 3.7 or any other provision of this Agreement, such work or repairs shall be commenced and diligently completed in a good and professional manner, in accordance with any applicable Performance Standards and the Concessionaire's reasonable safety protocols and procedures to the extent provided in writing in advance to the University and in such a manner as not to unreasonably interfere with the Concessionaire's conduct of business in or use of such space.

(c) *Renewable and Other Energy Resources*. The Concessionaire and the University recognize the value of exploring the use of renewable energy, energy storage and other energy resources, and, consistent therewith, the University reserves the right to use portions of the Utility System for the installation, operation, replacement and repair of energy apparatus, equipment, or improvements, including solar panels as well as collection and distribution facilities in accordance with Prudent Industry Practices and applicable Law. The University shall have the right to install or replace such energy apparatus, equipment, or improvement. Prior to any such installation, the University shall provide the Concessionaire written notice that includes the plans and schedule for completing such installation or replacement or, alternatively, the University may provide the Concessionaire a written notice requiring it to complete such installation or replacement as part of a University Directive, which notice shall

include the plans, specifications, schedule (including the liquidated damages for failure to meet such schedule) and cost therefor. If the Concessionaire is directed to install or replace such energy apparatus, equipment, or improvement, (i) it shall do so in accordance with the terms and conditions of the University's notice and (ii) to the extent such energy apparatus, equipment, or improvement is a Capital Improvement, it shall, to the extent the costs therefor are incurred by the Concessionaire, be deemed to be a Capital Improvement Approved in accordance with Section 4.3(c)(i) (including the budgeted costs and liquidated damages set forth in such notice), and, once installed, shall be deemed part of the Utility System. Any such access contemplated by this Section 3.7(c) shall comply with the access right requirements set forth above in Section 3.7(b). In connection therewith, upon the request of the University, the Concessionaire agrees that it shall cause any such energy apparatus, equipment, or improvement to be connected to, or become part of, the Utility System in a manner that complies with the Concessionaire's reasonable interconnection and generation standards and is in accordance with Prudent Industry Practices and applicable Law, and that the Concessionaire will use any energy resources generated or stored by such apparatus, equipment, or improvement in the operation of the Utility System to the extent such energy is made available for use in the Utility System. To the extent the costs incurred for such interconnection (including any costs of installation, operation, replacement and repair) do not qualify as O&M Costs, such costs shall be reimbursed to the Concessionaire as Concession Compensation.

(d) *Effect of Reservation*. Any reservation of a right by the University and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University to enter the Utility System and to make or perform any repairs, alterations, Restoration or other work in, to, above, or about the Utility System which is the Concessionaire's obligation pursuant to this Agreement, shall not be deemed to (i) impose any obligation on the University to do so, (ii) render the University liable to the Concessionaire or any other Person for the failure to do so or (iii) relieve the Concessionaire from any obligation to indemnify the University as otherwise provided in this Agreement. Nothing in this Agreement shall impose any duty upon the part of the University to do any work required to be performed by the Concessionaire hereunder and performance of any such work by the University and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University shall not constitute a waiver of the Concessionaire's default in failing to perform the same. For the avoidance of doubt and notwithstanding any other provision of this Agreement, access to the Utility System by the University and its staff, students and Representatives shall be subject to and in accordance with the Concessionaire's reasonable access and safety protocols to the extent provided in writing in advance to the University.

(e) *Energy Research and Education.* The Concessionaire acknowledges that energy research and education is a significant focus of the University. The University

and its energy industry research partners recognize the value of conducting applied energy research in real-world settings, and, consistent therewith, the University reserves the right to use portions of the Utility Facilities for the installation, evaluation, testing, operation, and replacement of energy apparatus, equipment, or improvements to serve research and academic purposes. Any such access contemplated by this Section 3.7(e) shall (i) comply with the access right requirements set forth above in Section 3.7(b), (ii) be in accordance with Prudent Industry Practices and applicable Law and (iii) comply with the Concessionaire's reasonable safety protocols and procedures to the extent provided in writing in advance to the University. In connection therewith, upon the request of the University, the Concessionaire agrees that it shall cooperate and take all reasonable actions to cause any such energy research apparatus, equipment, or improvement to be connected to the Utility Systems, including associated data collection apparatus, equipment, or improvement, in a manner that complies with the Concessionaire's reasonable interconnection standards, provided that, unless disclosure is required by applicable Law, the University shall maintain any information received by the University in connection therewith confidential in accordance with Section 8.2(b) if the Concessionaire has identified such information as a trade secret. The Concessionaire agrees that any intellectual property, including copyrights, patents, trade secrets and trademarks, created or generated by or related to any of the University's actions under this Section 3.7(e) shall not be considered owned or created by the Concessionaire, notwithstanding that the University or its energy industry research partners may access or use the Utility System with respect thereto, and the Concessionaire shall have no rights with respect thereto unless the University enters into a separate agreement with the Concessionaire granting such rights. To the extent the costs incurred for such connections do not qualify as O&M Costs, such costs shall be reimbursed to the Concessionaire as Concession Compensation. The Concessionaire also acknowledges that as part of the University's research, the University may request information regarding the Utility System, which information shall be provided pursuant to Section 3.12(a).

Section 3.8. Payment of Taxes. The Concessionaire shall pay when due all Taxes payable during the Term in respect of the use of, operations at, occupancy of or conduct of business in or from the Utility System, including any Property Taxes in respect of the Utility System, subject to this Section 3.8. The Parties acknowledge that, as of the Bid Date, the Utility System is exempt from Property Taxes. To the extent the Utility System or any portion thereof becomes not exempt from any Property Taxes due to any cause other than acts or omissions of the Concessionaire or its Representatives (other than those actions or inactions that the Concessionaire is directed or obligated to take pursuant to this Agreement, including in order to comply with the Performance Standards, and the execution of this Agreement), the actual costs of any resulting Property Taxes payable during the Term shall be included in Uncapped O&M Costs. The Concessionaire shall use commercially reasonable efforts to reduce the amount of Taxes required to be paid by it or the University. The University reserves the right, without being obligated to do so, to pay the amount of any such Taxes not timely paid by the Concessionaire and which are not being contested by the Concessionaire, and the amount so paid by the University shall be deemed additional consideration hereunder, due and payable by the

Concessionaire within 20 Business Days after written demand by the University. The Concessionaire may contest any Taxes for which it is responsible pursuant to this Section 3.8 provided that (i) no such contest may involve a reasonable possibility of forfeiture or sale of the Utility System, and (ii) upon the final determination of any such contest, if the Concessionaire has not already done so, the Concessionaire shall pay any amount found to be due, together with any costs, penalties and interest. The University shall, at no out-of-pocket cost to the University, reasonably cooperate with the Concessionaire in any reasonable attempt by the Concessionaire to reduce or eliminate the Concessionaire's Tax liability.

Section 3.9. Utilities.

(a) *Charges*. Unless otherwise directed by the University in writing, the Concessionaire shall ensure that contracts for utilities (other than those utilities that constitute Supplies, which is addressed in Section 7.3(d)) provide that invoices for all charges (including all applicable Taxes and fees) for such utilities and services used in the Utility System Operations during the Term are remitted to the Concessionaire, which the Concessionaire shall pay and shall be included as Capped O&M Costs. Upon request of the University, the Concessionaire shall forward to the University, within 15 Days following the respective due dates, official receipts, photocopies thereof or other evidence satisfactory to the University, of the payment required to be made by the Concessionaire in accordance with this Section 3.9. The University does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, terrorism, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes, and any such interruption of utility services in and of itself shall never be deemed an Adverse Action or an eviction or disturbance of the Concessionaire's use of the Utility System or any part thereof, or render the University liable to the Concessionaire for damages or, unless the same constitutes a Delay Event, relieve the Concessionaire from performance of the Concessionaire's obligations under this Agreement.

(b) *Utility Coordination*. Subject to Section 7.3, the Concessionaire shall coordinate all Utility System Operations with utilities and Persons having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over, adjacent to or otherwise interconnecting with the Utility System. The Concessionaire shall notify the University in writing prior to communicating with any such utilities or Persons and shall take the University's direction in connection therewith, provided such direction is in accordance with Prudent Industry Practices and applicable Law. If the Concessionaire follows the direction of the University pursuant to the immediately preceding sentence, it shall be deemed to have satisfied its obligations with respect to this Section 3.9(b) solely with respect to the matter to which such direction by the University relates. In connection with its obligations under this Section 3.9(b), the Concessionaire shall cause provision to be made for the removal or temporary or permanent relocation and restoration of utilities

and other services and any lines, equipment, cables, systems and other apparatus not used in connection with Utility System Operations that intersect, interfere with, interface with or otherwise affect the Utility System Operations and shall arrange for temporary rights of entry and access to utilities and other services to be made available that are necessary in connection with the Utility System Operations or as may exist under this Agreement or applicable Law; provided that the University shall cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.9(b).

(c) *No Interference*. The Parties understand and agree that nothing in Section 3.9(b) is in any way intended to interfere with the Utility System Operations by the Concessionaire, and the University shall cooperate with the Concessionaire in minimizing any effect that the obligations of the Concessionaire under Section 3.9(b) and this Section 3.9(c) may have on the Utility System Operations, including reasonable efforts to schedule any such works outside of the academic term or on weekends.

(d) *Communications Systems*. To the extent that the Concessionaire utilizes or connects with the University's communications systems, the Concessionaire shall be responsible for the operation and maintenance of its telecommunications systems up until the point of connection with the University's system in accordance with the Performance Standards.

Section 3.10. Notices of Defaults and Claims.

(a) *Notice by the Concessionaire*. The Concessionaire shall promptly give notice to the University (i) if the Concessionaire becomes aware that a Concessionaire Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent Concessionaire Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the Concessionaire pertaining to the Utility System, the Utility System Operations or the University (whether or not such claim, proceeding or litigation is covered by insurance) of which the Concessionaire is aware (other than as a result of a notice to the Concessionaire from the University). The Concessionaire shall provide the University with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

(b) *Notice by the University*. The University shall promptly give notice to the Concessionaire (i) if the University becomes aware that a University Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent University Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the University pertaining to the Utility System, the Utility System Operations or the Concessionaire (whether or not such claim, proceeding or litigation is covered by insurance) of which the University is aware (other than as a result of a notice to the University from the Concessionaire). The

University shall provide the Concessionaire with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

Section 3.11. Assignment of Operating Agreements and Plans; Project Intellectual Property.

(a) *Operating Agreements and Plans.* At the request of the University, the Concessionaire shall collaterally assign, to the extent reasonably practicable and subject to the terms and conditions herein, to the University, in form and substance satisfactory to the University, all of the right, title and interest of the Concessionaire in, to and under all or any of the Operating Agreements and all present and future specifications, plans, drawings, information and any other documentation (except Project Intellectual Property) in relation to the Utility System Operations regardless as to whether any of the foregoing involve proprietary information (collectively, the "Operating Agreements and Plans") as collateral security to the University for the observance and performance by the Concessionaire of its covenants and obligations under this Agreement. The Concessionaire covenants that it shall cause all of the right, title and interest of the Concessionaire in, to and under all Operating Agreements and Plans entered into or created after the Time of Closing to be collaterally assignable and transferable to the University as provided in this Section 3.11(a). The University acknowledges and agrees that the Operating Agreements and Plans may also be assigned as security to a Leasehold Mortgagee and that each of the University and such Leasehold Mortgagee shall be entitled to use the Operating Agreements and Plans in enforcing their respective security interests as hereinafter provided. Without limiting the generality of the foregoing, the University shall be entitled to use the Operating Agreements and Plans in the event of, and as necessary to, remedy a Concessionaire Default under this Agreement for so long as such Concessionaire Default is continuing and has not been cured. Notwithstanding the foregoing, in the event that any such Leasehold Mortgagee has entered into possession or is diligently enforcing and continues to diligently enforce its security, whether by way of appointment of a receiver or manager, foreclosure or power of sale in accordance with Article 19 or otherwise, or has entered (or is in process to enter) into a New Agreement under Section 19.5 and is using the Operating Agreements and Plans in respect of the Utility System Operations, the University shall not be entitled to use the Operating Agreements and Plans in enforcing its security, it being acknowledged that any assignment of the Operating Agreements and Plans to a Leasehold Mortgagee shall have priority at all times (other than if the University is enforcing its rights to cure under Section 3.3(c)(i)(B) or, if the Leasehold Mortgagee's extended cure period under Section 19.3, if any, has expired and the Leasehold Mortgagee has not commenced any action to effect a cure in accordance therewith, Section 16.1(b)(iii)) over any assignment of the Operating Agreements and Plans to the University. The Concessionaire shall promptly deliver to the University, at the sole cost and expense of the Concessionaire, forthwith after completion or execution and delivery, a copy of each item of the Operating Agreements and

Plans. The University agrees that (i) it shall bear all risks associated with the use of the Operating Agreements and Plans, (ii) it may not rely on the Operating Agreements and Plans, and (iii) under no circumstances will the Concessionaire be liable in any way with respect to the University's use of, or for any loss or damage of any kind incurred as a result of the use of, the Operating Agreements and Plans.

(b) *Project Intellectual Property.* The University ~~shall have and~~has and was granted by the Original Agreement, which grant is hereby ~~granted~~confirmed, a nonexclusive, transferable, irrevocable, perpetual, fully paid up right and license to use, exploit, reproduce, modify, adapt, and disclose, and sublicense others to use, reproduce, modify, adapt, and disclose, the intellectual property (including business systems and patents) of the Concessionaire or the Operator solely used in connection with the Utility System (the "Project Intellectual Property"), subject to the following:

(i) the University shall have the right to exercise such license only in connection with the Utility System and Utility System Operations;

(ii) the University shall have the right to exercise such license only at the following times: (A) from and after the expiration or earlier termination of the Term for any reason whatsoever; (B) during any time that the University is exercising its rights pursuant to Section 3.7(a)(ii) or Section 3.7(a)(iii); and (C) during any time that a receiver is appointed for the Concessionaire, or during any time that there is pending a voluntary or involuntary proceeding in bankruptcy in which the Concessionaire is the debtor;

(iii) the University shall not at any time use, reproduce, modify, adapt and disclose, or allow any party to use, reproduce, modify, adapt and disclose, any such Project Intellectual Property for any other purpose;

(iv) the right to transfer the license is limited to any Person that succeeds to the power and authority of the University generally or with respect to the Utility System, and all such transfers shall be subject to Section 3.11(b)(v);

(v) the right to sublicense is limited to concessionaires, contractors, subcontractors, employees, attorneys, consultants, and agents that are retained by or on behalf of the University in connection with the Utility System, and all such sublicenses shall be subject to Section 3.11(b)(v); and

(vi) except to the extent required by Law, the University (A) shall not disclose any Project Intellectual Property to any Person other than authorized transferees and sublicensees who agree to be bound by any confidentiality obligations of the University relating thereto; (B) shall enter into a

commercially reasonable confidentiality agreement if requested by the Concessionaire with respect to the licensed Project Intellectual Property; and (C) include, or where applicable require the contract with the transferee or sublicensee to include, a covenant to employ sound business practices no less diligent than those used for its own confidential information, and no less diligent than required by commercially reasonable standards of confidentiality, to protect all Project Intellectual Property of the Concessionaire and other materials provided under the license or sublicense, as the case may be, against disclosure to third parties not in receipt of a license or sublicense, as applicable, and to use the license or sublicense only for the permitted purposes~~.~~;

provided that: (A) for the avoidance of doubt, the Concessionaire shall continue to have a full and complete right to use any and all duplicates or other originals of its Project Intellectual Property in any manner it chooses, and (B) the University agrees that if it uses any Project Intellectual Property: (x) it shall bear all risks associated with the use of the Project Intellectual Property, (y) it may not rely on the Project Intellectual Property, and (z) under no circumstances will the Concessionaire be liable in any way with respect to the University's use of, or for any loss or damage of any kind incurred as a result of the use of, the Project Intellectual Property.

Section 3.12. Use of Information and Records.

(a) Unless prohibited by applicable Law and to the extent reasonably necessary, the University shall be entitled to access all reasonable records, electronic data and other information collected and retained by the Concessionaire with respect to the Utility System and the Utility System Operations, including utility usage data, consumption pattern information and other utility data, and the Concessionaire shall maintain such records, data and other information in a format that is readily accessible to the University in order to facilitate the University's efforts with respect to energy efficiency, sustainability, environmental impact and research. The University shall use commercially reasonable efforts to provide at least 2 Business Days' written notice prior to accessing such records. At least 30 Days prior to the Closing Date, the Concessionaire shall deliver to the University for its Approval a proposed policy for the maintenance and retention of all records related to the operation and maintenance of the Utility System (once Approved, the "Record Retention Policy"). If the University does not Approve the Record Retention Policy, it shall provide the Concessionaire a reasonably detailed explanation for its disapproval, and the Concessionaire shall, promptly thereafter, submit a revised Record Retention Policy intended to address the University's comments, and this process shall continue until the University Approves a Record Retention Policy. The University Approved the Record Retention Policy on December 30, 2020. Following the Approval of the Record Retention Policy, the Concessionaire did and shall maintain all records related to the operation and maintenance of the Utility System in accordance with such Record Retention Policy. The University

covenants and agrees that it will implement safeguards to protect against the disclosure or misuse of any such Concessionaire information that is in its care or custody and will promptly inform the Concessionaire if there is any breach or suspected breach of security related to such information, subject to Section 8.2(b).

(b) Unless prohibited by applicable Law, the Concessionaire shall be entitled to access all reasonable records, electronic data and other information collected and retained by the University to the extent reasonably required for, and only for the purpose of, the Concessionaire's performance of its obligations under this Agreement and the Performance Standards, including the maintenance of any Authorization. The University shall promptly make such records, data and information available to the Concessionaire as reasonably requested by the Concessionaire. Unless disclosure is required by applicable Law, the Concessionaire shall keep confidential any information obtained from the University or its Representatives, including any information obtained through its performance of the Utility System Operations. The Concessionaire covenants and agrees that it will implement safeguards to protect against the disclosure or misuse of any such University information that is in its care or custody and will promptly inform the University if there is any breach or suspected breach of security related to such information. If any information obtained from the University or its Representatives is provided by the Concessionaire, or the University on behalf of the Concessionaire, to any third party, including any equity member of the Concessionaire, the Operator or any Contractor, then (i) the Concessionaire shall cause such third party to comply with the provisions of this Section 3.12(b) and (ii) the Concessionaire shall be liable for the disclosure or use of such information by such third party as if the Concessionaire had disclosed or used it.

Section 3.13. Standard of Operation and Maintenance of the Utility System; Warranty Period Utility System Projects. At all times during the Term, the Concessionaire shall be required to maintain and operate the Utility System in accordance with the Performance Standards and Prudent Industry Practices. In the event any maintenance, repair or replacement is required in respect of any Warranty Period Utility System Project, other than in connection with an Emergency (in which case, only to the extent of such Emergency), the Concessionaire shall consult with the University prior to undertaking any such maintenance or repair. If such maintenance, repair or replacement could be covered by the warranty provided by the contractor that completed such Warranty Period Utility System Project, as determined by the University acting in good faith, then the University shall make a warranty claim to the contractor providing such warranty and shall use commercially reasonable efforts to pursue such claim and cause the contractor providing such warranty to perform such maintenance, repair or replacement pursuant to such warranty, provided that if the University is unsuccessful in causing such contractor to do so, then the Concessionaire shall perform such maintenance, repair or replacement. The foregoing obligation shall expire for each Warranty Period Utility System Project contemporaneously with the expiration of the applicable warranty period from such contractor, and the University shall provide notice to the Concessionaire of such expiration. Any Ongoing Utility System Projects that remain under warranty following their completion by the University

and delivery to the Concessionaire shall be treated as Warranty Period Utility System Projects until the expiration of the applicable warranty period for such Ongoing Utility System Project.

Section 3.14. Payments by the University. The Concessionaire acknowledges and agrees that if the University is required under applicable Law of general application to withhold a portion of any payment that the University is obligated to make to the Concessionaire under this Agreement and to pay such amount to a Governmental Authority, the University will be deemed to have satisfied such payment obligation to the Concessionaire to the extent of such withholding by the University and payment to the appropriate Governmental Authority. If any such withheld amounts are permitted to be paid to the Concessionaire, the University shall pay such amounts to the Concessionaire whenever permitted by Law. Any items and payment amounts that, to the Actual Knowledge of the University 10 Business Days prior to the Closing Date, it is legally required to withhold from the Concessionaire as of the Closing Date will be listed in Schedule 14 and agreed to by the Concessionaire, acting reasonably, prior to Closing as a condition of Closing, provided that regardless of whether any payment is listed on Schedule 14, the University shall always have the right to withhold payments pursuant to this Section 3.14 if required by Law and shall not be in breach of this Agreement. Prior to withholding any portion of any payment hereunder, the University shall give reasonable prior notice to the Concessionaire of the proposed withholding, and the Concessionaire shall promptly notify the University of any challenge by the Concessionaire to such proposed withholding. For the avoidance of doubt, any payment obligation of a University's department, office or center required by this Agreement is a payment obligation of the University for purposes of this Agreement, and the University shall either cause such department, officer or center to pay the payment obligation or shall satisfy the payment obligation itself.

Section 3.15. Naming and Signage Rights, Other Revenue Activities and Commercial Advertisements and Activities~~.~~ .

(a) Due to the importance of having uniform signage on the University Campus for safety and aesthetic purposes, the Concessionaire shall have no right to name or modify the name of the Utility System or any portion thereof or, unless required to do so by applicable Law, to install signage of any kind thereon, without the University's Approval, which may be withheld in its discretion.

(b) The University shall have the right, in its discretion, to install, replace, display and maintain signage (i) that relates to identification or naming of the Utility System, the Utility Facilities, portions thereof, or surrounding areas or (ii) for informational or educational purposes; provided that (A) the Concessionaire shall have no obligation under the Performance Standards to replace or maintain any signage installed by the University for advertising purposes, and (B) the University shall not install any signage that relates to naming of the Utility System, the Utility Facilities, portions thereof, or surrounding areas for a Person that competes directly with the Concessionaire or the Operator.

(c) The Concessionaire shall be entitled to develop additional sources of revenue in connection with the Utility System, including providing utility services to customers other than the University and making market-based sales of electricity

if the University Approves such activities and the Concessionaire shall be liable to the University for, and reimburse the University for, any Losses incurred by the University as a result thereof, including any increase or additional Property Taxes imposed upon the University or the Utility System, the cost of which may not be included in any component of the Utility Fee, provided that the University's Approval shall not be required to explore and investigate such additional sources of revenue so long as the Concessionaire does not implement such additional sources of revenue and the Concessionaire is liable for any Losses to the University as a result of such exploration and investigation. To the extent possible, the Concessionaire shall pay any increased or additional Property Taxes resulting from such additional sources of revenue directly to the applicable Governmental Authority.

(d) Notwithstanding anything to the contrary contained herein, due to the importance to the University of having uniform nutritional choices on the University Campus, the University hereby reserves the right to install and operate vending machines in any portion of the Utility System and to access the Utility System for the purposes thereof, and the University shall be entitled to the revenue generated by such vending machines.

(e) The University and the Concessionaire agree that they shall execute on Closing a trademark license agreement in the form attached hereto as Schedule 20.

Section 3.16. Reversion of Utility System. On the Reversion Date, the Concessionaire shall surrender and deliver to the University all of its rights, title and interest in the Utility System (including all improvements to the Utility System, the Utility System Assets and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Utility System and used in connection with the Utility System Operations) subject, however, as to any intellectual property included in the Utility System, to any restrictions or prohibitions to disclosure, transfer or sharing thereof and any other rights of third parties with respect thereto, all in accordance with the provisions of Section 16.3. With respect to any third party or proprietary software utilized by the Concessionaire in the operation of the metered Utility System at the time of the Reversion Date, the Concessionaire and the University will negotiate in good faith appropriate license rights and terms for the University's continued use of the software following reversion.

Section 3.17. Police, Fire, Emergency and Public Safety Access Rights. Notwithstanding any other provision of this Agreement, at all times during the Term and without notice or compensation to the Concessionaire: (i) any police, fire and emergency services and any other security or emergency personnel retained by or on behalf of the University shall have access, as required by such services or personnel, to the Utility System; (ii) the University shall have access to the Utility System as necessary for the protection of public safety; and (iii) any Governmental Authority with jurisdiction over the Utility System shall have access to the Utility System as necessary for inspection, emergency management and homeland security purposes, including the prevention of or response to a public safety emergency (so long as any exercise of

such jurisdiction, to the extent effected by the University, shall be strictly in accordance with the terms hereof).

Section 3.18. Negotiations with Third Parties. Prior to entering into any agreement with any third party, including any Governmental Authority, in connection with the Utility System Operations (a "Third Party Agreement") that extends or could extend beyond the Term or pursuant to which the University may incur any liability whatsoever thereunder, the Concessionaire shall submit such Third Party Agreement for Approval by the University (which Approval may be withheld, conditioned, or delayed in the discretion of the University) prior to the execution and delivery thereof (except with respect to Third Party Agreements the absence of which may cause the Concessionaire or Utility System Operations to fail to be in compliance with applicable Law or this Agreement, in which case the Concessionaire may enter into such Third Party Agreement upon notice to the University provided that the Concessionaire indemnifies the University for any Losses relating thereto).

Section 3.19. Administration of the Public Way. The Concessionaire acknowledges and accepts that the University holds and administers the Public Way for the non-discriminatory benefit of all Persons and interests, including the Concessionaire and the Concessionaire Interest. The rights granted to the Concessionaire under this Agreement do not create a priority in favor of the Concessionaire over any other user of the Public Way, and such rights are subject to the Performance Standards and all provisions of Law.

Section 3.20. Rights to Adjacent Space. The University hereby reserves, and is not demising or leasing to the Concessionaire, the right or easement to construct and reconstruct and forever maintain the air rights with respect to the Utility Facilities and other property within the Utility System and the right to construct, use or occupy any of the space not directly occupied by the Utility System, including (i) any and all space located above, below or adjacent to any such property, and (ii) any and all space located above, below or adjacent to any improvements within the Utility System as of the ~~date hereof~~Signing Date, provided that such construction, use or occupancy does not materially impair the Utility System Operations. For the avoidance of doubt, to the extent that any Utility Facility is buried below the surface of any part of the University Campus, the University shall have the right to construct any building, structure or other improvement on that part of the University Campus, provided such construction does not damage or alter such buried Utility Facilities. The University's exercise of its rights hereunder shall not be subject to any of the terms and conditions of Section 3.7(a).

Section 3.21. Sole Utility Provider. The University covenants that, during the Term, it will not, and it will not contract or agree with any third party to, provide any Utility or Utility Services on the University Campus, except in the following circumstances: (i) as of the Bid Date, a third party is providing the relevant Utility or Utility Services to a portion of the University Campus, in which case the University may continue to have that third party or a successor thereto or a replacement thereof provide such Utility or Utility Services during the Term on only that portion of the University Campus ~~or~~; (ii) as of the Bid Date, any district utility systems within the University Campus which are generating or distributing Utilities beyond the lines of demarcation identified in the Performance Standards ~~or~~; (iii) the University installs systems, equipment or materials for the distribution of Utilities beyond the lines of demarcation identified in the Performance Standards, which shall be performed by or on behalf of the

University~~,~~; or (iv) as otherwise expressly set forth herein, and, if the University breaches such covenant, it shall be a Compensation Event as the Concessionaire's sole remedy pursuant to the definition of Compensation Event. For the avoidance of doubt, if the University does not own or lease a building, facility, other improvement or land within the University Campus, the University shall have no obligation with respect to causing the Concessionaire to be the sole provider of Utilities or Utility Services with respect to such building, facility, other improvement or land, and there shall be no Concession Compensation payable in connection therewith, except as expressly set forth in Section 5.3.

Section 3.22. Repair and Maintenance of the Tunnels. The Concessionaire covenants that, during the Term, it shall be responsible for maintaining, repairing and replacing the Tunnels, which, for the avoidance of doubt, are part of the Utility System, including the right to include New Approved Capital Improvement Costs for Capital Improvements with respect to the Tunnels (if Approved in accordance with Article 4) in the calculation of the Variable Fee Component and the Capital Recovery Amount. The Concessionaire or the Operator shall contract with a Contractor to perform such restoration, repair or maintenance, which Contractor must either be on a list of pre-approved contractors provided by the University or otherwise Approved by the University in its discretion. If the Concessionaire fails to repair and maintain the Tunnels in accordance with Prudent Industry Practices and such failure creates an Emergency, the University shall have the right to take such action as is necessary to remedy such Emergency, and the Concessionaire shall, within 30 Days after receipt of an invoice therefor, reimburse the University for the out-of-pocket cost thereof, provided that the University shall, where practical, provide the Concessionaire advance written notice of such action. Notwithstanding the foregoing, the Concessionaire shall not interfere with, modify or alter any of the personal property, fixtures or improvements within the Tunnels that are not used in Utility System Operations, and the University shall have the right to access the Tunnels, not subject to Section 3.7, to maintain, alter, improve, repair or remove any such personal property, fixtures or improvements, provided, the University shall use commercially reasonable efforts to minimize interference with Utility System Operations.

Section 3.23. Adjustments to the Location or Configuration of the Utility System. The University shall have the right, upon notice to the Concessionaire, to cause the Concessionaire to alter the location or configuration of the Utility System or to designate alternative real property for the Utility System Land to the extent the University deems it necessary or useful in the operation and use of the University Campus, including in connection with the reconstruction of a Utility Facility following a fire or other casualty. Except as provided in Section 13.4 with respect to any modifications in connection with a casualty, to the extent such alteration or designation of alternative real property is a Capital Improvement, it shall be considered a New Approved Capital Improvement for a budgeted cost and an increase in the Capped O&M Index reasonably approved by the Concessionaire and the University, but, to the extent such alteration or designation of alternative real property is not a Capital Improvement, the costs incurred by the Concessionaire or the Operator as a result of the University's exercise of its right under this Section 3.23 shall be considered an Uncapped O&M Cost in accordance with the definition thereof. If the University directs the Concessionaire to relocate the Utility System to a location to which it does not have a right to access pursuant to this Agreement, the University shall grant occupancy rights to the Concessionaire sufficient for the Concessionaire to meet its obligations hereunder. If the University designates alternative

real property for the Utility System Land, then, upon such designation, (i) such alternative real property shall be deemed Utility System Land for purposes of this Agreement, (ii) the Concessionaire shall return the prior Utility System Land and all improvements and Utility Facilities thereon to the University in the condition required under Section 16.3, at no additional cost to the University, other than out-of-pocket costs incurred by the Concessionaire in connection with such transfer (including the cost of recording the conveyance documentation and the cost of a title policy for the alternative real property for the Utility System Land in the event that the Concessionaire received a title policy with respect to the original Utility System Land), and (iii) in accordance with the University's designation of alternative real property, the Concessionaire shall relocate the Utility Facilities then existing on the prior Utility System Land to the alternative real property. The Concessionaire shall have the right to amend the Memorandum of Lease to reflect any changes resulting from the University's exercise of its right under this Section 3.23, and the University shall reasonably cooperate in such amendment and shall pay the out-of-pocket costs incurred by the Concessionaire in connection therewith.

Section 3.24. Sales to Individual Customers on the University Campus. The Concessionaire shall not be permitted to sell any fuels or Supplies to individual customers on the University Campus. To the extent that the Concessionaire supplies fuels or Supplies to the University for distribution to individual customers, the University shall control the distribution of such fuels or Supplies. The Concessionaire shall have no interests or rights to charge or collect any payments from the University or such individual customers for the provision of such fuels or Supplies.

Section 3.25. University Business Continuity Plan. The Concessionaire shall reasonably cooperate with the University in connection with the University's business continuity plan and shall attend any University meetings regarding such plan if requested by the University.

Section 3.26. Utility System Tours. The Concessionaire shall provide tours of the Utility System or any portion thereof to the University and its Representatives upon reasonable request by the University, provided that (i) the Concessionaire shall have the right to refuse to give any tour if such tour would unreasonably interfere with the operation of the Utility System or any of the Concessionaire's other obligations hereunder and (ii) all tour participants shall be required to comply with the Concessionaire's reasonable safety protocols and requirements to the extent provided in writing to the University.

Section 3.27. Uniforms. To aid the University's provision of security and safety measures to the University Campus, Concessionaire and Operator personnel working on the University Campus shall wear a uniform (and other insignia) that is standard across the Utility System and clearly identifies such personnel as Concessionaire and Operator personnel and not employees of the University.

Section 3.28. EAC. The Parties acknowledge the importance of documenting and discussing best practices and Prudent Industry Practices for Comparable Utility Systems to determine whether the Parties should consider modifying the Performance Standards, Key Performance Indicators or the components of the Utility Fee or should consider providing incentives to the Concessionaire to meet certain operational targets. In connection therewith, the University shall form an EAC to liaise with the Concessionaire so that the University and the

Concessionaire have an open dialogue with respect to such matters. The EAC shall meet, which meetings may be held telephonically, as reasonably necessary to address issues that arise during the Term, as determined by the University.

Section 3.29. Sustainability. The Concessionaire acknowledges that the University has a long-term commitment to operating the University Campus in a sustainable manner and that the Utility System Operations are an integral part of that commitment. As such, consistent with Prudent Industry Practices and subject to obtaining any required University Approvals for Capital Improvements and Material Changes, the Concessionaire agrees that, in connection with the Utility System Operations, it will reasonably cooperate with the University to operate the Utility System in a manner consistent with the University's larger goal to promote a sustainable campus and to acknowledge stewardship of the natural environment and resources by the University and its stakeholders. The Concessionaire will use commercially reasonable efforts to implement any changes to the Utility System Operations requested by the University in the form of a University Directive to increase the sustainability of the Utility System Operations that do not materially and adversely affect the Concessionaire's ability to meet its obligations hereunder, including the obligation to meet the Performance Standards. In addition, the Concessionaire will use commercially reasonable efforts throughout the Term to propose Capital Improvements and Material Changes pursuant to Article 4 that are reasonably intended to increase the sustainability of the Utility System Operations and the University Campus, including reduction of emissions, Utility use and other impacts on the environment. Further, the Concessionaire shall attend any University meetings regarding sustainability planning on the University Campus if requested by the University. Further, the Parties acknowledge that what constitutes "sustainability" may evolve over the Term and that the Parties intend that, for purposes of this Section 3.29, "sustainable" and "sustainability" shall have the then-current generally accepted utility industry meaning of the term, which, as of the ~~date of this Agreement~~Signing Date, includes undertaking measures to (i) reduce energy and water consumption, (ii) become a net-negative energy use, (iii) reduce the impact of operations on the environment, (iv) recycle and reuse resources, (v) purchase goods and services derived in a sustainable manner and (vi) employ goods and services that protect the environment. For the avoidance of doubt, the Concessionaire shall not be required to incur costs that would otherwise be Capped O&M Costs or Uncapped O&M Costs to comply with this Section 3.29 unless such costs are included in an Approved Five-Year Plan.

Section 3.30. University Utility System Employees. During the Term, the Concessionaire shall, or shall cause the Operator to, maintain a program for the employment of students of the University in connection with the Utility System Operations, which shall be on terms and conditions determined by the Concessionaire or Operator, as applicable. Further, the Concessionaire shall, or shall cause the Operator or their Affiliates to, develop and maintain an internship program for University students to gain hands-on, practical experience with structured educational and mentorship opportunities either with respect to the Utility System or other utility systems owned, leased, operated or maintained by the Concessionaire, the Operator or any of their Affiliates. In addition, the Concessionaire shall, or shall cause the Operator to, maintain a program for employment of apprentices serving industrial and skilled trades of boiler makers and water purveyors in connection with the Utility System Operations, which shall be on such reasonable terms and conditions as determined by the Concessionaire or Operator, as applicable. Further, the Concessionaire shall, or shall cause the Operator and their Affiliates to, develop experience with structured educational and mentorship opportunities either with respect to the

Utility System or other utility systems owned, lease, operated or maintained by the Concessionaire, the Operator or any of their Affiliates.

Section 3.31. Office Space. To the extent requested by the Concessionaire in writing, the Parties shall use reasonable efforts to enter into a commercially reasonable license agreement with respect to the temporary license of office space (not to exceed 1,000 square feet) by the University to the Concessionaire within a location on the University Campus at no additional cost. The University shall not be required to provide such space if it determines, in its sole discretion, that it does not wish to provide such space based on its current use, and it may terminate such license or may cause such licensed space to be moved to a new location at any time upon Notice to the Concessionaire and may require the Concessionaire to abide by reasonable rules and regulations, including limiting the hours of access thereto.

Section 3.32. Utility System Space in Larger Buildings. The Concessionaire acknowledges that each of McClure Hall Space, Transformer Storage Space and Vehicle Research Lab Space (the "Shared Spaces") are not separate buildings but are spaces within larger buildings that the University owns. As such, the University shall retain the responsibility, either by University employees or Contractors at the University's direction, to maintain, repair, replace and keep in good order and condition the structural and building-system components of the buildings in which the Shared Spaces are located, including the roof, load-bearing walls and foundation of each of the foregoing, except to the extent any maintenance, repair or replacement is caused by the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire or its Representatives, in which case the Concessionaire shall be responsible therefor and shall perform such maintenance, repair or replacement as promptly as reasonably practicable. Subject to the University's rights under Section 3.23, if a building in which a Shared Space is located is damaged by a fire or other casualty of any kind or nature, then the University shall restore such building to the condition in which it existed prior to such fire or other casualty but shall not, for the avoidance of doubt, be responsible for repairing or restoring the furniture, fixtures or equipment within the Shared Space that are part of the Utility System. The Concessionaire shall abide by any reasonable rules and regulations promulgated by the University and provided to the Concessionaire in writing with respect to the buildings in which the Shared Spaces are located, and the Concessionaire shall have non-exclusive access to any common areas of the larger buildings (as identified by the University) in which those Shared Spaces are a part. The Concessionaire shall not be obligated to pay any additional rent with respect to the Shared Spaces.

ARTICLE 4
CAPITAL IMPROVEMENTS AND MATERIAL CHANGES

Section 4.1. Concessionaire Responsibility for Capital Improvements. Other than the Ongoing Utility System Projects or as otherwise expressly set forth herein, the Concessionaire shall be responsible for all Capital Improvements with respect to the Utility System required to be completed during the Term in accordance with the terms of this Agreement, including as required by the Performance Standards~~.~~; provided, however, that the University reserves the right to procure the design, construction and putting into service of Capital Improvements to the Utility System from any Person other than the Concessionaire by competitive bid through the State of Idaho Department of Administration, Division of Public

Works or otherwise (each a "Third Party Capital Improvement") upon the satisfaction of the following conditions:

(a) The State of Idaho or the U.S. federal government makes a special allocation of funds ("Special Allocation of Funds") for capital improvements to infrastructure for which the Utility System is eligible. For the purposes of this section, a Special Allocation of Funds shall refer to an appropriation which is (i) focused specifically upon capital improvements to infrastructure, (ii) exceeds $10,000,000 (Adjusted for Inflation starting with the Year 2024) in aggregate and (iii) at least two hundred percent (200%) greater than any Special Allocation of Funds in the preceding Fiscal Year;

(b) A Capital Improvement executed and financed by the Concessionaire in accordance with this Agreement would not be eligible to be funded by the Special Allocation of Funds;

(c) The University has approved Capital Improvements proposed by the Concessionaire with an average value on an annual basis in excess of $8,000,000 (Adjusted for Inflation starting with the Year 2024) for the three Fiscal Years preceding the Fiscal Year in which a Third-Party Capital Improvement is to be executed;

(d) The University has not previously Approved additional work in relation to such Capital Improvement pursuant to Section 4.3(c)(ii); and

(e) A Special Allocation of Funds funds one hundred percent (100%) of the total capital cost of such Capital Improvement.

Furthermore, to the extent allowed by Law and subject to any conditions imposed by the funding source on the use of the relevant capital outlay funds, (A) the Concessionaire shall be allowed to participate in the procurement and delivery process (including drafting performance specifications and oversight of project delivery) for such Capital Improvements, and (B) to the extent reasonably practicable, as part of such competitive bid or other public procurement process, the Parties shall endeavor to procure Utility-related equipment of such brands, models or types that will ensure system compatibility and maximize future repair and maintenance efficiencies (*provided* that there shall be no exclusivity with respect to the procurement of Utility-related equipment) and any party other than the Concessionaire or the Operator who executes such Capital Improvement shall be required to provide a two-Year warranty on all material and workmanship, provided that if such warranty is for less than two Years, the University shall reimburse the Concessionaire for any costs after the expiration of such warranty and before the expiration of two Years after substantial completion of the applicable Capital Improvement that would have otherwise been covered by such warranty as Uncapped O&M Costs. If a Capital Improvement is performed by a third-party pursuant to this Section 4.1, then if a defect in such Capital Improvement is identified within the two (2) year period after its substantial completion, then such defect shall be a Delay Event but only for such period as such Capital Improvement is not in service while such defect is being corrected, provided that the Concessionaire shall, as soon as reasonably practicable, cause such defect to be corrected

pursuant to the warranty provided by the Contractor or by the University in accordance with the immediately prior sentence. In the event that University procures a Capital Improvement from any Person other than the Concessionaire pursuant to a competitive bid or other public procurement process, as provided in this Section 4.1, then the University shall pay the Concessionaire a development fee equal to ten percent (10%) of the total capital costs of such Capital Improvement that were funded by such capital outlay upon the substantial completion thereof, as determined by the project architect. For the avoidance of doubt, such development fee shall be paid outside of and not as a component of the Utility Fee.

Section 4.2. Authorizations Related to Capital Improvements. The Concessionaire's obligation to perform Capital Improvements shall be subject to the issuance by Governmental Authorities and the University of any and all Authorizations required to be issued by such parties with respect thereto, and the University agrees (i) not to unreasonably withhold, condition or delay the issuance of any Authorization to be issued by the University for an Approved Capital Improvement and (ii) to use its reasonable efforts to assist the Concessionaire in obtaining any Authorizations required to be issued by Governmental Authorities, provided that the Concessionaire shall reimburse the University in a timely manner for any reasonable out-of-pocket costs incurred by the University in providing such assistance. Without limiting the generality of the foregoing, the University agrees that it will reasonably assist and cooperate with the Concessionaire in obtaining any and all Authorizations (including any required rights of access over real property that is owned or controlled by the University) in order for the Concessionaire to perform an Approved Capital Improvement, which assistance shall include providing the Concessionaire reasonable access to the areas of the University Campus where the Approved Capital Improvement will be located, subject to the reasonable conditions and restrictions of the University, provided that the Concessionaire shall reimburse the University in a timely manner for any reasonable out-of-pocket costs incurred by the University in providing such assistance.

Section 4.3. Approval of Capital Improvements and Material Changes.

(a) The Concessionaire shall not have the right to make any (i) Capital Improvements or (ii) Material Changes, except those Capital Improvements or Material Changes which are Approved pursuant to Section 4.3(c).

(b) The Concessionaire shall have the right to request Approval of (I) a proposed Capital Improvement or Material Change or (II) a change in the scope or cost of a previously Approved Capital Improvement or Material Change at any time (and shall identify whether an item requested for Approval or any portion thereof is a Capital Improvement or Material Change or a combination thereof), but the University shall not be obligated to consider any such requests for Approval except those requests (i) (A) contained in a proposed Five-Year Plan submitted in accordance with Section 7.2 and (B) proposed to be commenced in the first full Fiscal Year in such proposed Five-Year Plan; (ii) required to address an Emergency, a change in Law or a change in a Performance Standard; (iii) required in connection with a University Directive; or (iv) required due to Force Majeure, all of which the University shall consider in good faith.

(c) The Concessionaire shall request Approval of one or more proposed Capital Improvements or Material Changes or Approval of a proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change by (1) submitting a request to the University, or an office or person designated by the University Liaison, containing a detailed description of each proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change or (2) submitting a proposed Five-Year Plan in accordance with Section 7.2 containing a detailed description of each proposed Capital Improvement or Material Change proposed to be commenced in the first full Fiscal Year in such proposed Five-Year Plan or each proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, provided that, in each case, such detailed description shall include: (A) total costs for construction and installation thereof, including all hard and soft costs, ~~any financing costs~~ and any applicable sales or use tax; (B) forecasted annual operations and maintenance costs therefor; (C) any proposed modification to the Recovery Period (if applicable) for such Capital Improvement; (D) an explanation of all relevant assumptions, variables, and data sources, used to develop the proposal; (E) the proposed schedules, process, and other technical and logistics details associated with the proposed Capital Improvement and/or Material Change proposal, including any liquidated damages if the Concessionaire fails to meet the proposed schedule; (F) how such proposed Capital Improvement and/or Material Change will improve the sustainability of the Utility System Operations or the University Campus; (G) any actual or anticipated tax credits or other benefits that will accrue to the Concessionaire as a result thereof of which the Concessionaire has knowledge, and a description thereof as well as a description as to how such credits or benefits will be incorporated into the Capital Improvement Cost (if Approved); (H) any fee or charge payable to the Operator in connection with such Capital Improvement or Material Change; (I) any proposed change to the limits on the professional liability insurance coverage for the professionals providing services with respect to such Capital Improvement or Material Change and the associated change in the premium associated therewith; and (J) any potential increase or reduction in Supply Costs or consumption of Supplies that would result from such Capital Improvement or Material Change; provided that, (x) to the extent any of the details set out in clauses (A) through (J) above are unavailable or inapplicable, the Concessionaire shall describe the reason for such unavailability or inapplicability and (y) to the extent that the Concessionaire has explicitly requested that the University respond only pursuant to Sections 4.3(c)(ii), (iii) or (iv), the Concessionaire may include an indicative estimate or estimate range with respect to Sections 4.3(c)(A) or (B). To the extent the University elects to, or is required to, consider a request for Approval of a proposed Capital Improvement or Material Change or a change in the scope or cost of a previously Approved Capital Improvement or Material Change, the University shall review such request and, in its discretion:

(i) Approve such request in accordance with the terms of such request after having undertaken all such necessary action and secured all

authorizations, consents and approvals required to be obtained by the University with respect to such Approval at such time, unless the Concessionaire's written request submitted to the University explicitly requested that the University respond only pursuant to Sections 4.3(c)(ii), (iii) or (iv);~~ or~~

(ii) provide a written response requiring that the Concessionaire (1) perform additional work with respect to such proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change to provide further information regarding the scope, design or cost thereof and/or multiple alternative designs therefor to the University, which additional work may include procuring design services or a quotation for a guaranteed maximum price or lump sum contract from a contractor or multiple contractors for the proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change or procuring any details set out in clauses (A) through (I) of Section 4.3(c)(2) that were previously unavailable, provided that the cost of such additional work shall be subject to the University's prior Approval, and (2) after performing such additional work, submit a revised request for Approval by the University pursuant to this Section 4.3(c), which revised request, if the initial request was made in connection with the submission of a proposed Five-Year Plan, the University shall consider with respect to the same proposed Five-Year Plan, if submitted within 15 Days before the commencement of the first Fiscal Year of such Five-Year Plan;~~ or~~

(iii) (1) provide the Concessionaire with comments on such proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, including comments on any details provided in the Concessionaire's proposal, which may include comments from the University intended to align the proposal with the larger University Campus capital improvement plans existing at such time or disagreeing with its characterization as a Capital Improvement or Material Change, and (2) require that the Concessionaire incorporate such comments and submit a revised request for Approval pursuant to this Section 4.3(c); provided that if the University elects to exercise its rights under this Section 4.3(c)(iii), then the Concessionaire shall have the right, upon written notice to the University, to withdraw its request for Approval; or

(iv) (1) reject such proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change and (2) if such proposed Capital Improvement or Material Change or change to the scope of a previously Approved Capital Improvement or Material Change is necessary to comply with Prudent Industry Practices, applicable Law, or the

Performance Standards, provide the Concessionaire with a reasonably detailed explanation for such rejection, provided that the University shall not be permitted to reject such proposal under this Section 4.3(c)(iv) if (w) such proposal is required to cause the Utility System to comply with any new Law or change in Law existing as of the Setting Date and the Concessionaire has received written notice from the applicable Governmental Authority that the Utility System is not in compliance therewith, (x) the Concessionaire has reasonably investigated any potential alternatives to such proposal and provided the University with reasonable evidence of such investigation, (y) the Concessionaire has discussed in good faith with the University and reasonably considered any potential viable alternatives to such proposal and (z) the University has provided no reasonable alternative that would address such new or changed Law, as applicable, that the University has confirmed that it would Approve.

Notwithstanding anything to the contrary in the foregoing, if a single request for Approval pursuant to this Section 4.3(c) includes multiple discrete proposed Capital Improvements or Material Changes or changes in the scope or cost of a previously Approved Capital Improvement or Material Change, the University shall have the right to provide different responses with respect to each proposal included in such request.

(d) To the extent that the Concessionaire elects to abandon a proposed Capital Improvement or Material Change after it has been Approved by the University, which the Concessionaire may do so upon Notice to the University, unless such Capital Improvement or Material Change is the subject of a University Directive, the Concessionaire shall be obligated to promptly restore the Utility System and any other affected area of the University Campus to the condition that existed prior to the commencement of such Capital Improvement or Material Change. As a condition of its Approval of any proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, the University may require certain payments of liquidated damages by the Concessionaire to the University if the Concessionaire does not meet the timeframe set forth in the applicable Approval regardless of the abandonment of such Capital Improvement or Material Change, but only to the extent such liquidated damages are proposed in the Concessionaire's most recent request for Approval thereof.

(e) To the extent a proposed Capital Improvement or proposed change in a previously Approved scope or cost of a Capital Improvement is Approved, the Concessionaire shall have the right to (i) deem the cost of such Capital Improvement (up to the Approved amount) or the change in such cost (up to the Approved amount), as applicable, a New Approved Capital Improvement Cost in accordance with Schedule 5 and (ii) include the out-of-pocket costs incurred by the Concessionaire in connection with preparing and submitting a revised request for Approval of such Capital Improvement pursuant to Section 4.3(c)(ii)

(if applicable) as part of such New Approved Capital Improvement Cost. The Approved out-of-pocket costs incurred by the Concessionaire pursuant to Section 4.3(c)(ii)(1) in connection with a proposed Capital Improvement or a proposed change in the scope or cost of a previously Approved Capital Improvement that is not Approved shall be included in Uncapped O&M Costs. For any proposed Material Change that is not a Capital Improvement or any proposed change in the scope or cost of a previously Approved Material Change, the out-of-pocket costs incurred by the Concessionaire pursuant to Section 4.3(c)(ii) shall be included in Uncapped O&M Costs.

(f) After Approval of a proposed Capital Improvement or Material Change or a proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, the Concessionaire shall make such Capital Improvement or Material Change in accordance with this Agreement, but subject to Section 4.3(d).

(g) Notwithstanding anything to the contrary contained in this Section 4.3, to the extent that the Concessionaire incurs any out-of-pocket costs as O&M Costs, it shall have the right to request that the University Approve those costs as a Capital Improvement and that those costs be considered as such, and such request shall be considered a request for Approval of a proposed Capital Improvement.

(h) In the event that the cost of any Approved Capital Improvement or Material Change is less than $100,000 (Adjusted for Inflation starting from the Year in which the Closing occurred), such costs will be classified as Uncapped O&M Costs for purposes of calculating the Utility Fee, unless otherwise indicated by the University, in its discretion, in its Approval thereof.

Section 4.4. University's Capital Plan. The Concessionaire shall reasonably cooperate with the University in the development, modification, and discussion of the University's capital plans and energy conservation initiatives, including participating with the University's capital planning and capital plan forecasting processes, attending planning meetings, and, as requested by the University, attending and participating in University meetings related to the University's capital plans.

ARTICLE 5
MODIFICATIONS

Section 5.1. University Directives. The University may, at any time during the Term, issue a University Directive to the Concessionaire, which may include (i) the construction of Capital Improvements and the addition to or removal from the Utility System of buildings or other improvements owned, leased or operated by the University or its Affiliates or (ii) the design, demolition, project management, construction, repair, replacement, remodeling, renovation, reconstruction, enlargement, addition, alteration, painting, or structural or other improvements not included in the Utility Facilities but related thereto. No University Directive shall have the effect of reducing the components of the Variable Fee Component or Fixed Fee.

Subject to the Concessionaire having obtained (with the cooperation of the University) all relevant Authorizations from all relevant Governmental Authorities required for the relevant work, the Concessionaire shall perform the work required to implement such University Directive. Utility Facilities constructed as the result of a University Directive shall be (a) deemed to be part of the Utility System for purposes of this Agreement and (b) included in the Utility System to be operated by the Concessionaire under the terms of this Agreement. To the extent any University Directive requires the construction of a Capital Improvement, the cost of such Capital Improvement shall be included as a New Approved Capital Improvement Cost up to the Approved cost of such Capital Improvement set forth in the University Directive. To the extent any University Directive requires the construction of anything other than a Capital Improvement, the costs associated therewith shall be Uncapped O&M Costs in accordance with the definition thereof. In addition, with respect to any University Directive, the Concessionaire and the University shall determine in good faith the forecasted annual ongoing operations and maintenance costs associated with such University Directive (or any reductions in current annual ongoing operations and maintenance costs associated therewith), and the Capped O&M Index shall be increased or decreased by such amount. To the extent that that an order or directive would be a University Directive but for the operation of sub-paragraph (4)(y) of the definition of "University Directive", and in the event that the Concessionaire notifies the University in writing that it is not willing to carry out such order or directive for such reason: (A) the University may elect to engage a third party to perform the relevant order or directive, and (B) if the University so elects, the University and the Concessionaire shall determine in good faith any corresponding adjustments to the Utility Fee and other provisions of the Concession Agreement that may be required to put the Parties in substantially the same economic position as they were prior to such actions being taken, provided the University shall not be required to compensate the Concessionaire for any benefit that the Concessionaire would have received if it undertook the University Directive.

Section 5.2. Performance of Modifications. Subject to the other provisions of this Article 5, the Concessionaire shall ensure that University Directives are performed in a good and professional manner and diligently complied with and implemented in accordance with Prudent Industry Practices.

Section 5.3. Addition, Removal and Lease of Property.

(a) If, after the Closing Date, the University sells, conveys, leases for a period of time longer than the remaining Term or otherwise transfers ownership of any real property within the University Campus to a third party unaffiliated with the University, then, contemporaneously with such transfer, the Concessionaire shall disconnect such real property from the Utility System and remove or abandon in place all Utility Facilities and Utility System Assets thereon and shall not be permitted to serve such real property, except if Approved in accordance with Section 3.15(c). However, if the University elects to enter into a concession agreement, ground lease, management agreement or similar agreement with a third party to operate and maintain any real property that had been part of the University Campus, the Concessionaire shall not be required to disconnect such real property from the Utility System, provided that, for the avoidance of doubt, if any ground lease or similar lease agreement is for a period longer than the

remaining Term, then it shall be subject to the immediately preceding sentence such that the Concessionaire shall disconnect such real property from the Utility System in accordance therewith. If such disconnection causes a Capital Improvement that is or had been a New Approved Capital Improvement to be removed from the Utility System, the Capital Improvement shall continue to be included in the Variable Fee Component in accordance with this Agreement as if not removed from the Utility System. The Concessionaire shall reasonably cooperate with the University and the transferee of such real property in such disconnection. In connection therewith, the University and the Concessionaire shall cooperate in good faith to make any reasonably necessary adjustments to the Key Performance Indicators and the Performance Standards as a result of such sale, conveyance or lease.

(b) Due to the fact that the Concessionaire is agreeing to service the University Campus throughout the Term, if, after the Closing Date, the University currently or thereafter leases, sub-leases, or otherwise provides a leasehold interest in real property served by the Utility System for less than or equal to the period of time remaining in the Term to a third party unaffiliated with the University, then, to the extent that it would not be prohibited by Law, the Concessionaire shall continue to provide Utilities to such real property in accordance with this Agreement, and the University shall remain obligated to pay the Utility Fee attributable to such real property. The Concessionaire is only entitled to the continued receipt of the Utility Fee attributable to such real property and shall have no interests or rights to charge or collect additional payments from the University, the lessees or sub-lessees for the provision of Utilities to such real property.

(c) The University, at its discretion, may, pursuant to a University Directive, cause the Concessionaire to provide Utility Services to any portion of the University Campus not served by the Utility System at that time and may expand the definition of the University Campus.

ARTICLE 6
PERFORMANCE STANDARDS

Section 6.1. Compliance with Performance Standards. The Concessionaire shall, at all times during the Term, cause the Utility System Operations to comply with and implement the Performance Standards in all material respects (including any changes or modifications to the Performance Standards pursuant to the terms of this Agreement); provided that the Concessionaire shall have a reasonable period of time to comply with the introduction of changes or modifications to the Performance Standards that are made from time to time in accordance with the terms of this Agreement. From and after the date on which the Concessionaire is required to have an Operations Plan pursuant to the Performance Standards, the Concessionaire shall have in place at all times during the Term an Operations Plan. Except as specifically set forth herein, the Concessionaire shall perform all work required to comply

with and implement the Performance Standards (including the Capital Improvements described therein) as part of the Utility System Operations and at its sole cost and expense.

Section 6.2. Proposed Performance Standards. If the Concessionaire, at its cost and expense, wishes to implement and use performance standards for the operation of the Utility System other than the Performance Standards, the Concessionaire must provide notice of such proposed performance standards to the University for Approval. The Concessionaire's proposed performance standards must be accompanied by an explanation of the Concessionaire's rationale for making its proposal and all relevant supporting information, certificates, reports, studies, investigations and other materials as are necessary to demonstrate that the Concessionaire's proposed performance standards are reasonably designed to achieve or improve upon the intent of the applicable Performance Standards and are in compliance with Prudent Industry Practices and applicable Laws. The University may request any additional supporting information, certificates, reports, studies, investigations and other materials as are reasonably required by the University to determine if the Concessionaire's proposed performance standards are reasonably designed to achieve or improve upon the objectives of the applicable Performance Standards. Until the University provides its Approval for the implementation of the Concessionaire's proposed performance standards, the Concessionaire shall not implement the proposed performance standards and shall implement and comply with the Performance Standards. The Concessionaire's proposed performance standards shall be deemed incorporated into the Performance Standards upon Approval by the University in accordance with the terms hereof. It shall be unreasonable for the University to withhold its Approval if the proposed performance standards are reasonably designed to achieve or improve upon the intent of the applicable Performance Standards in a manner that does not unreasonably increase the cost to the University. If the University refuses to Approve any proposed performance standards and the Concessionaire disagrees with such refusal, the Concessionaire's sole remedy shall be to submit such dispute to the procedures set forth in Article 18.

Section 6.3. Modified Performance Standards.

(a) The Parties acknowledge that the services provided hereunder by the Concessionaire to the University may impact the quality of life on the University Campus. Because of the importance to the University of maintaining high standards with respect to such campus life, the University shall have the right, at any time during the Term, to modify or change the Performance Standards upon notice to the Concessionaire to (i) comply with any new Law or change in Law applicable to the Utility System Operations or (ii) conform the Performance Standards to standards or practices generally adopted with respect to Comparable Utility Systems or Prudent Industry Practices; any such modification shall not constitute a Compensation Event. In the event the University modifies the Performance Standards in accordance with the immediately preceding sentence, the Concessionaire shall promptly perform all work required to implement and shall comply with all such modifications and changes and in no event shall the Concessionaire be excused from compliance with any such modification or change, except as otherwise expressly provided in this Agreement, the cost of which shall be included in Uncapped O&M Costs (but only to the extent of the costs incurred to cause the Utility System to

initially comply with such modification or change) or New Approved Capital Improvement Costs (if such modifications or changes are Capital Improvements); provided that the cost of ongoing compliance with any such modification or change may be included in Capped O&M Costs, if such costs would be included in the definition thereof. If (x) any such modification or change is a New Approved Capital Improvement, then the Concessionaire and the University shall determine in good faith the forecasted annual operations and maintenance costs for such New Approved Capital Improvement or (y) such modification or change is not a New Approved Capital Improvement but the Concessionaire and the University determine, in good faith, that it will require additional ongoing Capped O&M Costs after the completion of such modification or change, then, in each case, the Capped O&M Index shall increase by such amount. The Concessionaire shall have the right to challenge, pursuant to Article 18, any modified Performance Standard on the grounds that it does not meet the requirement of this Section 6.3(a). In connection with a change in the Performance Standard under this Section 6.3(a), the University and the Concessionaire shall cooperate in good faith to make any reasonably necessary adjustments to the Key Performance Indicators and any other Performance Standards as a result thereof.

(b) If, during the Term, the University is of the opinion that a modification or change to the Performance Standards is necessary or desirable but such modification or change is not required by Section 6.3(a), the University may upon reasonable written notice to the Concessionaire modify or change the Performance Standards; provided, however, that any such change(s) or modification(s) in the aggregate in a Fiscal Year shall constitute a Compensation Event only if such change(s) or modification(s) (i) are not in response to any action or omission on the part of the Concessionaire or the Operator and (ii) result in an increase, during any Fiscal Year, in operating expenses attributable to compliance with such change(s) or modification(s) (taking into account all such previous changes or modifications applicable in such Fiscal Year or any previous Fiscal Year) in excess of $75,000 (annually Adjusted for Inflation starting from the Year in which the Closing occurred) which cannot be charged through to the University as part of O&M Costs or recovered as a New Approved Capital Improvement Cost. At the University's request, the Concessionaire shall perform all work required to implement and shall comply with all such modifications and changes, and in no event shall the Concessionaire be excused from compliance with any such modification or change.

(c) The University shall have the right to undertake the work necessary to ensure implementation of and compliance with any such modification or change to the Performance Standards if the Concessionaire fails to do so within a reasonable period of time; provided, however, that to the extent that such work is undertaken by the University, the Concessionaire shall pay to the University within 10 Business Days following demand therefor, or the University may offset from amounts owing to the Concessionaire in connection with such

modification or change, (i) with respect to changes pursuant to Section 6.3(a) all costs to comply with such Performance Standard and (ii) with respect to Section 6.3(b), the costs of the portion of the work performed in order to comply with the Performance Standards existing immediately prior to such modification or change, and the University shall be responsible only for the incremental costs of the additional work required in order to implement such proposed modification or change to the Performance Standards and, without duplication with the foregoing, the Concession Compensation with respect to such modification or change.

Section 6.4. Post-Closing Transition Period Assessment. During the Post-Closing Transition Period, the Concessionaire shall have the right to propose to the University modifications to the Performance Standards and Key Performance Indicators based on the Concessionaire's assessment of historic Utility System Operations, including reasonable evidence to support such modification. The University shall consider any such proposals in good faith but shall not be obligated to agree to any such modifications. If the Concessionaire and the University, each acting reasonably, agree to such modifications, they shall enter into an amendment to memorialize such changes. The Parties acknowledge no such modifications were made.

ARTICLE 7
UTILITY FEE, FIVE-YEAR PLAN, AND ENERGY SUPPLY

Section 7.1. Utility Fee~~.~~.

(a) As compensation for the services provided hereunder by the Concessionaire to the University in connection with the Utility System, the University shall pay to the Concessionaire the Utility Fee for each Fiscal Year or portion thereof during the Term as determined in accordance with the formula described in Schedule 5 and in the manner set forth in this Section 7.1. At least ~~180~~ten (10) Days and no more than thirty (30) Days prior to the commencement of any Fiscal Year during the Term (other than the first Fiscal Year), the Concessionaire shall provide a forecast of the Utility Fee excluding any Uncapped O&M Costs (as determined in accordance with Schedule 5, and subject to the limitations therein) to the University for the upcoming Fiscal Year (the "Forecast Utility Fee")~~, provided that~~. Furthermore, the Concessionaire shall~~, by notice to the University (i) on or before 90 Days prior to the commencement of any Fiscal Year and (ii) again~~ provide an adjusted Forecast Utility Fee at least ten (10) Days and no more than thirty (30~~ Days prior to the commencement of such Fiscal Year, adjust such Forecast Utility Fee as necessary, as determined by the Concessionaire in its good faith and reasonable discretion; provided, with respect to the Fiscal Year commencing on the first July 1 to occur after the Closing Date, the Concessionaire shall provide the Forecast Utility Fee to the University by the later of 180 Days~~) days before the commencement of the ~~next~~ Fiscal Year ~~and 30 Days after the Closing Date~~Second Half (to reflect updates to the Variable Fee Component and Capital Recovery Amount), and upon commencement of such Fiscal Year Second Half, the Forecast Utility Fee (as well as the remaining

monthly installments for the remainder of that Fiscal Year) shall be updated to reflect such adjustment. The University shall pay the Forecast Utility Fee ~~in 12~~for the Fiscal Year First Half and for the Fiscal Year Second Half, respectively, in 6 equal monthly installments, payable on the first Day of every month during the applicable half of the Fiscal Year, provided that if the Term expires on a date that is not the last ~~day~~Day of a Fiscal Year Half, the Forecast Utility Fee for that last partial Fiscal Year Half shall be prorated based on the number of Days in that last Fiscal Year Half. For the avoidance of doubt, the Fixed Fee and the Operating Fee shall not change between the Fiscal Year First Half and the Fiscal Year Second Half. The Forecast Utility Fee for the first Fiscal Year of the Term ~~shall be~~was $10,594,422.81 prorated based on the number of Days remaining in the first Fiscal Year after the Closing and ~~payable~~paid in equal monthly installments over the number of months remaining in such Fiscal Year. For purposes of providing the Forecast Utility Fee for any Fiscal Year after the first Fiscal Year, the Parties shall meet in advance and, acting in good faith, shall agree on the methodology for determining the Forecast Utility Fee, including, but not limited to, estimations of the CPI Index and the Capped O&M Costs for the current Fiscal Year.

(b) Within 60 Days after the end of each Fiscal Year, the Concessionaire shall deliver to the University a statement (the "Reconciliation Statement") which states the actual Utility Fee (as determined in accordance with Schedule 5, and subject to the limitations therein) for such Fiscal Year and provides a detailed accounting of each component of the Utility Fee and of the Capped O&M Costs incurred in such Fiscal Year, in each case calculated in a form and with such detail as may be reasonably requested by the University for the determination of the Utility Fee set forth in the Reconciliation Statement, including the details described in Section 7.1(c) below. If the Reconciliation Statement reveals that the Utility Fee for a Fiscal Year (as determined in accordance with Schedule 5, and subject to the limitations therein) is more than the Forecast Utility Fee for that Fiscal Year that has been paid by the University, the University agrees to pay the Concessionaire the difference in a lump sum within 30 Days after receipt of the Reconciliation Statement. If the Reconciliation Statement reveals that the Utility Fee for such Fiscal Year is less than the Forecast Utility Fee for that Fiscal Year that has been paid by the University, the Concessionaire will pay the University the difference in a lump sum within 30 Days after receipt of the Reconciliation Statement. In addition to the foregoing, the Concessionaire shall deliver to the University the quarterly reporting described in Section 8.1(d).

(c) In the Reconciliation Statement for each Fiscal Year, the Concessionaire shall set forth in reasonable detail (including any relevant backup documentation) the difference between the Baseline Capped O&M Costs and the actual Capped O&M Index for that Fiscal Year, which Capped O&M Index for that Fiscal Year shall be modified, solely for the purposes of this calculation, by making the following adjustments to the Capped O&M Costs used for each relevant prior Fiscal Year to calculate the Capped O&M Index for that Fiscal Year: (i) increase the applicable Fiscal Year's Capped O&M Costs by the amount of Capped O&M

Costs that were avoided in that Fiscal Year as a direct result of the implementation of New Approved Capital Improvements; and (ii) excluding the Capped O&M Costs attributable to payroll and benefits due to employees that were engaged in the operations and maintenance of the Utility System (the "Annual Savings"). If the Annual Savings for a Fiscal Year is a positive amount, the Concessionaire shall be entitled to receive, as a component of the Utility Fee, an amount equal to 50% of the Annual Savings (the "Annual Savings Incentive") for such Fiscal Year, provided that if some or all of such Annual Savings is due to a Non-Recurring Savings, the Concessionaire shall not be entitled to the Annual Savings Incentive associated therewith. The Annual Savings Incentive shall be calculated on a pro-rated basis in respect of any Fiscal Year which only partially falls within the Term.

(d) The records that the Concessionaire maintains with respect to the calculation of the actual Utility Fee shall be retained by the Concessionaire for a period of 5 Fiscal Years following the Fiscal Year to which such Utility Fee applied. The University shall have the right, through its Representatives, to examine, copy and audit such records at reasonable times, upon not less than 5 Business Days' prior notice, at such place within the City of Moscow, Idaho as the Concessionaire shall reasonably designate from time to time for the keeping of such records. All costs of any such audit shall be borne by the University; provided, however, that if such audit establishes that the Utility Fee for the applicable Fiscal Year was lower than the final determination thereof as set forth in the Reconciliation Statement, by at least 1.0%, then the Concessionaire shall pay the cost of such audit. If, as a result of such audit, it is determined that the University has overpaid the Concessionaire on account of the Utility Fee, then the Concessionaire shall reimburse the University for any (i) undisputed amounts within 30 Days after such determination and (ii) amounts which have been determined to be due pursuant to Article 18 within 30 Days after such determination. If the Concessionaire disputes the results of an audit conducted pursuant to this Section 7.1(d), the Concessionaire's sole remedy shall be to submit such dispute to the procedures set forth in Article 18.

(e) In addition, if an audit conducted pursuant to Section 7.1(d) establishes that the Utility Fee for the applicable Fiscal Year was lower than the final determination thereof, as set forth in the Reconciliation Statement, by at least 3.0%, then in addition to paying the cost of such audit and reimbursing the University for the payments in accordance with Section 7.1(d), the Concessionaire shall pay, as liquidated damages, 3 times the amount of the difference between the Utility Fee and the amount set forth in the Reconciliation Statement. The University and the Concessionaire agree that it would be impracticable and extremely difficult to fix the actual damage to the University if the actual Utility Fee was lower than the amount shown in the Reconciliation Statement by at least 3.0%. The University and the Concessionaire therefore agree that, in such instance, 3 times the amount of the difference between the Utility Fee and the amount set forth in the Reconciliation Statement is a reasonable estimate of the University's damages and that the University shall be entitled to said sum as liquidated damages. If the

Concessionaire disputes the results of an audit conducted pursuant to Section 7.1(d), the Concessionaire's sole remedy shall be to submit such dispute to the procedures set forth in Article 18.

(f) Within thirty (30) Days after the end of each Quarter, the Concessionaire shall provide to the University an invoice with the amount of Uncapped O&M Costs it incurred during such Quarter, including such reasonable evidence to support that they are Uncapped O&M Costs and the amount thereof. The University shall, within ten (10) Business Days of its receipt of such invoice, either (i) reimburse the Concessionaire for such amount of Uncapped O&M Costs or (ii) notify the Concessionaire that it disagrees with the determination of such amount of Uncapped O&M Costs (or any portion thereof) and the matter shall be submitted to the dispute resolution procedure in Article 18, provided that if the University only disputes a portion of such Uncapped O&M Costs, the University shall reimburse the Concessionaire the undisputed portion within ten (10) Business Days of receipt. Notwithstanding the foregoing, the University shall not be entitled to dispute any invoice, or portion thereof, submitted by the Concessionaire seeking payment for Uncapped O&M Costs to the extent that the Concessionaire notified the University by email or other writing of Concessionaire's intention to perform services associated with such Uncapped O&M Costs prior to performing such services and the University approved such request or the applicable portion thereof. For the avoidance of doubt, this shall be the sole method by which the Concessionaire is reimbursed for its Uncapped O&M Costs, and Uncapped O&M Costs shall not be included in the Utility Fee.

Section 7.2. Five-Year Plan.

(a) The Concessionaire shall submit to the University a proposed Initial Five-Year Plan on or before 90 Days following the Closing Date and shall thereafter submit to the University a proposed Five-Year Plan at least 180 Days prior to the end of each Fiscal Year during the Term. Each proposed Five-Year Plan shall include the Capital Improvements and Material Changes (and shall identify whether an item requested for Approval is a Capital Improvement or Material Change or a combination thereof) that the Concessionaire proposes to make in each Fiscal Year in such proposed Five-Year Plan as well as anticipated O&M Costs, delineated between Capped O&M Costs and Uncapped O&M Costs, and the anticipated types of Supplies that will be used for each such Fiscal Year, including the estimated usage pattern over the course of the first Fiscal Year. The initial Five-Year Plan can include, and the University will consider in accordance with Section 4.3, proposed Capital Improvements and Material Changes to the Utility System to address any conditions of the Utility System existing prior to the Closing Date. Each proposed Five-Year Plan shall be submitted in a format reasonably acceptable to the University as of the date of submission.

(b) The University shall review and provide comments to the Concessionaire on the proposed Five-Year Plan, provided that to the extent pertaining to proposed

Capital Improvements or Material Changes relating to the first full Fiscal Year in the proposed Five-Year Plan, such review and comments shall be conducted and provided in accordance with Section 4.3(c), and provided further that, subject to Section 7.2(c), if the University shall have previously Approved any such Capital Improvement or Material Change included in the proposed Five-Year Plan, the University shall not have the right to modify or rescind such prior Approval to the extent of such prior Approval. The Concessionaire shall promptly incorporate and use the University's comments on the proposed Five-Year Plan to prepare a revised version thereof and submit such revised version to the University. This process shall continue until the University Approves all components of the proposed Five-Year Plan, including the estimated usage of Supplies over the first Fiscal Year in such Five-Year Plan.

(c) The proposed Five-Year Plan Approved by the University shall become the Approved Five-Year Plan as of the commencement of the first Fiscal Year in such proposed Five-Year Plan (or, in the case of the proposed Initial Five-Year Plan, as of the date of the University's Approval); provided, however, that no portion of an Approved Five-Year Plan related to the second through fifth full Fiscal Years therein shall be deemed Approved by the University, except to the extent that a Capital Improvement or Material Change is scheduled pursuant to such Approved Five-Year Plan to be started in the first full Fiscal Year and completed in the second through fifth full Fiscal Years therein. For the avoidance of doubt, the Approval of a Five-Year Plan that includes a Capital Improvement or Material Change that is not scheduled to be commenced until the second Fiscal Year therein at the earliest shall not be deemed an Approval of such Capital Improvement or Material Change for purposes of Article 4 or this Article 7.

(d) If the Concessionaire does not accommodate or otherwise resolve any comment provided by the University pursuant to Section 7.2(b), the Concessionaire shall deliver to the University, within 10 Days after receipt of the University's comments, a written explanation as to why accommodation or other resolution of such comment would not allow the Concessionaire to meet the requirements of Section 3.2(a)(ii). The explanation shall include the facts, analyses and reasons that support the conclusion regarding such comment. Any dispute between the Concessionaire and the University over such comment shall be resolved pursuant to the procedures set forth in Article 18.

(e) If a proposed Five-Year Plan or a portion thereof is not Approved by the commencement of the first Fiscal Year in such proposed Five-Year Plan, the Approved Five-Year Plan or relevant portion thereof shall continue in effect until a new proposed Five-Year Plan is Approved, provided that in the case of the proposed Initial Five-Year Plan, no Approved Five-Year Plan shall be in effect until the proposed Initial Five-Year Plan is Approved, and provided further that nothing in this Section 7.2 shall permit the Concessionaire to make a Capital Improvement or Material Change except if it is Approved in accordance with Section 4.3(c). Until the initial Five-Year Plan is Approved following the

Closing Date, the Concessionaire shall operate the Utility System in accordance with this Agreement and otherwise in substantially the same manner it had been operated immediately prior to Closing provided that nothing in this Section 7.2 shall permit the Concessionaire to make a Capital Improvement or Material Change except if it is Approved in accordance with Section 4.3(c).

(f) For the avoidance of doubt, the Concessionaire's right to receive the Utility Fee, subject to the limitations contained herein and in Schedule 5, shall not be modified or superseded by the Approved Five-Year Plan.

(g) Except as otherwise provided in Section 7.2(c), the contents of any Approved Five-Year Plan shall not be binding on any future Five-Year Plan.

(h) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that all payments to the Operator pursuant to any agreement between the Concessionaire and the Operator to operate the Utility System that have been previously Approved by the University on or prior to the Closing Date, shall be deemed Approved and shall require no further Approval for any Five-Year Plan, provided that such payments do not materially differ from the payments or payment mechanics that were Approved by the University in its Approval of the Operator or otherwise.

(i) In acknowledgement of the importance of the Utility System to the operation of the University Campus and the integrated delivery of services to students, employees, staff, faculty and visitors of the University Campus, the University Liaison and other University Representatives selected by the University will meet with a representative of the Concessionaire and the Operator on a quarterly basis in order to discuss and asses the implementation of the then-current Five-Year Plan, including any delays or failures to meet the then-current Five-Year Plan and discuss the development of the immediately subsequent Five-Year Plan.

Section 7.3. Energy and Water Supply.

(a) The Concessionaire shall assist the University with the procurement of sufficient electricity, natural gas, biomass or other energy supply inputs and domestic water necessary to fully operate the Utility System as set forth in the Performance Standards (the "Supplies"). At the University's direction, assistance may include, but not be limited to, identification and development of Supply procurement opportunities, provision of market analysis and advice regarding the same, acting on behalf of the University to negotiate or assist in negotiating Supply purchases, acting on behalf of the University or assisting the University in the operation of bidding mechanisms to procure competitive retail Supplies. The University shall be responsible for paying all Supply Costs directly to the vendor of such Supplies. The University, in connection with its commitment to sustainability, minimization of environmental impact, responsible energy procurement, and its rights and responsibilities as the energy

Supply customer of record, shall enter into any contracts with a third party for providing Supplies to the Utility System (each, a "Supply Contract"); provided that the University shall have made a reasonable determination that each such Supply Contract is consistent with the then-current Approved Five-Year Plan or has issued a University Directive with respect to such Supply Contract. The University shall, in its sole discretion, determine the types and sources of the Supplies and the appropriate entity (among the Concessionaire, the Operator and the University) to execute each Supply Contract and, if applicable, any Authorization related to Supplies, described in Section 7.3(d), with the Concessionaire or Operator executing pursuant to a power of attorney, and the Concessionaire shall operate the Utility System consistent with the types and sources of Supplies determined by the University. In any case, regardless of which entity executes a Supply Contract, the University will be considered as the exclusive customer of the Supplies procured pursuant to this Section 7.3(a) or used for the operation of the Utility System. Notwithstanding the foregoing, the Parties acknowledge that as of the Time of Closing, there shall be in place certain Supply Contracts to provide Supplies as described in Schedule 6, and the Concessionaire's obligations under this Section 7.3(a) with respect to the Supplies which are the subject of such Supply Contract shall be met by managing those Supply Contracts until their expiration or termination, at which time the Concessionaire shall be responsible for assisting the University with the procurement of those Supplies for the University Campus as provided herein immediately following the expiration or termination of those Supply Contracts. For the avoidance of doubt, if the third-party supplier of the Supplies fails to deliver such Supplies pursuant to the applicable Supply Contract, (i) such failure shall be a Delay Event (except with respect to any failure to deliver Supplies on University locations outside of the University Campus) ~~and~~, (ii) the Concessionaire, acting on behalf of the University, shall use commercially reasonable efforts to cause such third-party supplier to deliver such Supplies as soon as reasonably practicable, and (iii) as necessary, the Concessionaire shall assist the University with the prompt replacement of such third-party supplier.

(b) The Concessionaire shall, upon written notice from the University, be responsible for assisting the University with the procurement, billing and/or management of Supplies to the University or its Affiliates on University locations outside of the University Campus, and such assistance with the procurement, billing and/or management of Supplies shall be deemed part of the Utility System Operations. For clarification purposes, the Concessionaire shall be responsible for assisting the University with the management of Supplies under any existing Supply Contract described in Schedule 6 as provided in Section 7.3(a).

(c) The Concessionaire shall ensure that any Supply Contracts negotiated by the Concessionaire provide that invoices are remitted to the Concessionaire, if so requested by the University in writing, or to such other entity as identified by the University. Promptly after receipt of such an invoice for Supply Costs from a third party but in no event more than 5 Business Days after receipt thereof, the

Concessionaire shall forward the supplier's invoice to the University, and the Concessionaire shall have no obligation to pay such Supply Costs.

(d) The Concessionaire shall be responsible for extracting the domestic water used for the Utility System from the aquifers appurtenant to the University Campus in accordance with, and as a licensee of the University with respect to, the applicable Authorizations therefor or such other source as Approved by the University, provided that, for the avoidance of doubt, the University shall not be required to convey, nor deemed or considered, to have conveyed any of its water rights to the Concessionaire.

(e) The Concessionaire shall cause the Utility System to be operated using a mix of Supplies supported by the then-current Supply Contracts and the Approved Five-Year Plan. The Concessionaire shall consult the University with respect to any adjustments to the mix of Supplies required to operate the Utility System in accordance with this Agreement and any such adjustments shall only be made upon Approval from the University, which may be withheld in its sole discretion.

Section 7.4. Energy Use Intensity Reduction and Energy Conservation Measures. In furtherance of the objectives set forth in Section 3.29, within 2 Years after the Closing Date, the University shall have the right to request in writing that the Concessionaire diligently prepare and provide to the University a detailed study with recommendations and proposals for opportunities to reduce the energy use intensity on the University Campus, and the Concessionaire shall in good faith discuss with the University the Concessionaire implementing such recommendations and proposals. In addition, in connection with each Five-Year Plan, the Concessionaire may propose certain measures or improvements on the University Campus, including energy conservation measures, buying strategies in connection with Supplies, or such other improvements anticipated to achieve an energy use intensity reduction. The University may consider such proposals in its discretion in connection with reviewing such Five-Year Plan and any Approval of the same may include a shared savings of costs with respect thereto.

ARTICLE 8
REPORTING; AUDITS; INSPECTIONS

Section 8.1. Reports; Environmental Incident Management.

(a) *Incident Management and Notifications*. The Concessionaire shall (i) provide notice to the University of all Emergencies as promptly as possible, and, in any event, not later than 6 hours after the Concessionaire or the Operator becomes aware of the Emergency, and (ii) promptly provide notice to the University of all material accidents and incidents occurring with respect to the Utility System and of all claims in excess of $25,000 annually made by or against the Concessionaire or potential claims in excess of $25,000 annually that the Concessionaire reasonably expects to make against, or to be made against it by, third parties.

(b) *Environmental Incident Management and Notifications*. The Concessionaire shall provide notice to the University as promptly as possible, and, in any event, not later than 6 hours after the Concessionaire becomes aware of the Release (accidental or otherwise) of any reportable quantity, as defined under applicable Environmental Law, of Hazardous Substances occurring with respect to the Utility System or otherwise on the University Campus or any part thereof, which notice shall include the time of such Release, the agencies involved, the damage that has occurred and the remedial action taken. The Concessionaire shall be financially responsible and shall pay the costs and expenses of any remediation required as a result of any such Release of Hazardous Substances caused by the willful misconduct or negligent action of, or permitted by the negligent inaction of, the Concessionaire or any of its Representatives, which costs shall not be recoverable by the Concessionaire as part of the Utility Fee or otherwise pursuant to this Agreement, and the Concessionaire shall not be financially responsible for other Releases of Hazardous Substances from the Utility System. Regardless of the foregoing, unless such Release is an Excluded Liability, the Concessionaire shall be responsible for the remediation of any Releases of Hazardous Substances from the Utility System. The Concessionaire shall not be financially responsible for the actions or inactions of third parties except for (i) those actions or inactions with respect to which the Concessionaire or any of its Representatives shall have had prior knowledge of and could have used commercially reasonable efforts to prevent or mitigate and (ii) those actions or inactions consented in writing to or directed in writing by the Concessionaire or any of its Representatives. As between the University and the Concessionaire, the University shall be designated the generator for the disposal of all Hazardous Substances or other contamination, except for any Hazardous Substances that were Released by the willful misconduct or negligent action of, or permitted by the negligent inactions of, the Concessionaire, the Operator or any of their respective Representatives.

(c) *Financial Reports*. The Concessionaire shall deliver to the University within 120 Days after the end of each Fiscal Year a copy of the audited balance sheets of the Concessionaire at the end of each such Fiscal Year and the related audited statements of income, changes in equity and cash flows for such Fiscal Year, including, in each case, the notes thereto, together with the report thereon of the independent certified public accountants of the Concessionaire, in each case in a manner and containing information consistent with the Concessionaire's current practices and certified by the Concessionaire's chief financial officer that such financial statements fairly present the financial condition and the results of operations, changes in equity and cash flows of the Concessionaire as of the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP or IFRS, provided that if such financial statements are prepared in accordance with IFRS, such financial statements shall include a reconciliation statement setting forth any material discrepancies between IFRS and GAAP reporting with respect to the subject matter thereof. The Concessionaire's independent certified public accountants shall be subject to the University's Approval. The annual reasonable, actual out-of-pocket cost of

preparing these audited financial statements shall, for the first three Fiscal Years (and any partial Fiscal Year) after the Closing be treated as Uncapped O&M Costs, and shall not be included in the calculation of the Capped O&M Index, and, after such period has elapsed, those reasonable, actual out-of-pocket costs shall be considered Capped O&M Costs and included in the Capped O&M Index by taking them into account in the calculation of historical Capped O&M Costs for the prior 3 Fiscal Years in the manner specified in the definition of "Capped O&M Index" in Schedule 5).

(d) *Utility Fee Reports*. The Concessionaire shall deliver to the University within 30 Days after the end of each Quarter during a Fiscal Year a report showing (i) the calculation of the Variable Fee Component for that Quarter, (ii) the amount of O&M Costs incurred to date for such Fiscal Year, delineated between Capped O&M Costs and Uncapped O&M Costs, and (iii) the anticipated expenditures on Capital Improvements and Material Changes for the remainder of such Fiscal Year.

(e) *Regular Reports*. The Concessionaire shall deliver to the University all reports and information as set forth in the Performance Standards in the time and format described in the Performance Standards.

Section 8.2. Information.

(a) *Furnish Information*. At the request of the University, the Concessionaire shall, at the Concessionaire's cost and expense and at any and all reasonable times during the Term: (i) make available or cause to be made available (and, if requested by the University, furnish or cause to be furnished) to the University all information relating to the Utility System Operations, this Agreement or the Utility System as may be specified in such request and as shall be in the possession or control of the Concessionaire or its Representatives, and (ii) permit the University, after giving 10 Business Days' prior notice to the Concessionaire (which notice shall identify the Persons the University requests to be present for an interview and describe with reasonable specificity the subject matter to be raised in the interview) to request the Concessionaire's approval, which approval shall not be unreasonably withheld, conditioned, or delayed, to discuss the obligations of the Concessionaire under this Agreement with any of the directors, officers, employees or managers of the Concessionaire, the Operator or their respective Representatives at times and places on the University Campus acceptable to all attendees (it being agreed that the Concessionaire shall have the right to be present during any such discussions with the Operator or Representatives of the Concessionaire or the Operator), for the purpose of enabling the University to determine whether the Concessionaire is in compliance with this Agreement. For the avoidance of doubt, this Section 8.2(a) does not impose a requirement to retain information not otherwise retained in the normal course of business or required to be retained by applicable Law.

(b) *Confidentiality*. Unless disclosure is required by applicable Law, the University shall keep confidential any information obtained from the Concessionaire or its Representatives that constitutes a "trade secret" as defined by applicable Idaho Law, including Idaho Code § 48-801, as determined by the University in its reasonable discretion. In the event that the Concessionaire seeks to defend an action seeking the disclosure of information that the Concessionaire determines to be confidential pursuant to this Section 8.2(b), the University shall use commercially reasonable efforts to cooperate in such action at no out-of-pocket cost to the University, provided that the University shall not be required to institute any legal action against the requesting party. Notwithstanding anything to the contrary herein, the University and the Concessionaire may disclose the United States federal tax treatment and tax structure of the Transaction.

Section 8.3. Inspection, Audit and Review Rights of the University.

(a) *Audit Right*. In addition to the rights set out in Section 7.1(d) and Section 8.2, the University may, at all reasonable times, upon 10 Business Days' prior notice, cause a Representative designated by it to carry out an Audit and Review of the information required to be maintained or delivered by the Concessionaire under this Agreement in connection with the performance of the Utility System Operations for the purpose of verifying the information contained therein verifying Utility System Operations and to otherwise track utility usage patterns and shall be entitled to make copies thereof and to take extracts therefrom, at the University's expense but, in any event, subject to Section 8.2(b). The Concessionaire shall, at reasonable times, make available or cause to be made available to the University or its designated Representative such information and material as may reasonably be required by the University or its designated Representative for its purposes and otherwise provide such cooperation as may be reasonably required by the University in connection with the same; provided, however, that such Audit and Review rights are limited to one Audit and Review per Fiscal Year.

(b) *Inspection Right*. The University and its Representatives shall, at all reasonable times and upon reasonable prior notice and subject to the Concessionaire's reasonable safety requirements and protocols, have access to the Utility System and every part thereof, and the Concessionaire, at the reasonable cost and expense of the Concessionaire, shall and shall cause its Representatives to furnish the University with every reasonable assistance for inspecting the Utility System and the Utility System Operations for the purpose of Auditing and Reviewing the information relating to the Utility System Operations or ascertaining compliance with this Agreement and applicable Law subject to reasonable restrictions on access to confidential and proprietary information as determined by the Concessionaire.

(c) *Tests*. The University and its Representatives shall, with the prior consent of the Concessionaire, which consent shall not be unreasonably withheld, conditioned or delayed, be entitled, at the sole cost and expense of the University and at any

time and from time to time, to perform or cause to be performed, in accordance with Prudent Industry Practices, any test, study or investigation in connection with the Utility System or the Utility System Operations as the University may reasonably determine to be necessary in the circumstances, and the Concessionaire, at the cost and expense of the Concessionaire, shall, and shall cause its Representatives to, furnish the University or its Representatives with reasonable assistance in connection with the carrying out of such tests, procedures, studies and investigations.

(d) *No Waiver*. Failure by the University or its Representatives to inspect, review, test or Audit and Review the Concessionaire's responsibilities under this Agreement or any part thereof, or the performance by the Concessionaire of the Utility Services, or the information relating to the Utility System Operations, shall not constitute a waiver of any of the rights of the University hereunder or any of the obligations or liabilities of the Concessionaire hereunder. Inspection, review, testing or Audit and Review not followed by a notice of Concessionaire Default shall not constitute a waiver of any Concessionaire Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable Law.

(e) *No Undue Interference*. In the course of performing its inspections, reviews, tests and Audits and Reviews hereunder, the University shall minimize the effect and duration of any disruption to or impairment of the Utility System Operations or the Concessionaire's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, tests and Audits and Reviews being performed, except as necessary in the case of investigations of possible criminal conduct or University ordinance violations.

Section 8.4. Audits, Assistance, Inspections and Approvals. Wherever in this Agreement reference is made to the University or its Representatives providing assistance, services, Approvals or consents to or on behalf of the Concessionaire or its Representatives or to the University or its Representatives performing an Audit and Review or inspecting, testing, reviewing or examining the Utility System, the Utility System Operations or any part thereof or the books, records, Documents, budgets, proposals, requests, procedures, certificates, plans, drawings, specifications, contracts, agreements, schedules, reports, lists or other instruments of the Concessionaire or its Representatives, such undertaking by the University or its Representatives shall not relieve or exempt the Concessionaire from, or represent a waiver of, any requirement, liability, Concessionaire Default, covenant, agreement or obligation under this Agreement or at law or in equity and shall not create or impose any requirement, liability, covenant, agreement or obligation (including an obligation to provide other assistance, services or Approvals) on the University or its Representatives not otherwise created or imposed pursuant to the express provisions of this Agreement.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

Section 9.1. Representations and Warranties of the University. The University ~~makes~~made the following representations and warranties to the Concessionaire as of the Signing Date and acknowledges that the Concessionaire and its Representatives ~~are relying~~relied upon such representations and warranties in entering into ~~this~~the Original Agreement:[16]

(a) *Organization*. The University is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho.

(b) *Power and Authority*. The University has (i) duly authorized and approved the execution and delivery of ~~this~~the Original Agreement and (ii) duly authorized and approved the performance by the University of its obligations contained in ~~this~~the Original Agreement. The University has the power and authority to enter into ~~this~~the Original Agreement and to do all acts and things and execute and deliver all other documents as are required ~~hereunder~~thereunder to be done, observed or performed by it in accordance with the terms ~~hereof~~thereof.

(c) *Enforceability*. ~~This~~The Original Agreement has been duly authorized, executed and delivered by the University and constitutes a valid and legally binding obligation of the University, enforceable against the University in accordance with the terms ~~hereof~~thereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) *Title*. At the Time of Closing, the University will have good and sufficient title to the Utility Facilities, the Utility System Land, the Utility System Assets and the Tunnels necessary for the Utility System Operations pursuant to ~~this~~the Original Agreement, subject only to Permitted University Encumbrances, and will be able to transfer or grant such interest to the Concessionaire as provided in ~~this~~the Original Agreement. Subject to any and all Permitted University Encumbrances existing at the Time of Closing and to the Actual Knowledge of the University, there is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the University to sell, transfer, convey, subject to lien, charge, grant a security interest in or in any other way dispose of or materially encumber the Utility System. Subject to any and all Permitted University Encumbrances and to the Actual Knowledge of the University, the recorded or unrecorded restrictions, exceptions, easements, rights of way, reservations, limitations, interests and other matters that affect title to the Utility System (or any portion thereof) do not materially adversely affect the Concessionaire's ability to operate the Utility System in accordance with the terms ~~hereof~~thereof. No indebtedness for borrowed money of the University is or will be secured by any right or interest in the Utility System or the revenues or income therefrom, and no Person will have any claim or right to, or interest in, any income, profits, rents or revenue derived by the Concessionaire from or

[16] **NTD**: These changes are necessary so as to not bring down all representations and warranties.

generated with respect to the Utility System (other than the Concessionaire and any claims, rights or interests granted by or otherwise relating to the Concessionaire); provided, however, the foregoing shall not apply to (i) revenues to which the University is or may be entitled to under ~~this~~the Original Agreement, (ii) revenues or income derived after the End Date, (iii) revenues or income received by the University from students or (iv) revenues or income received by the University from third parties as reimbursement for Utilities received by such parties.

(e) *No Conflicts*. The execution and delivery of ~~this~~the Original Agreement by the University, the consummation of the Transaction (including the operation of the Utility System in accordance with the terms of ~~this~~the Original Agreement) and the performance by the University of the terms, conditions and provisions ~~hereof~~thereof have not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the University under (i) any applicable Law, (ii) any agreement, instrument or document to which the University is a party or by which it is bound or (iii) the University's governing documents.

(f) *Consents*. No Consent that has not already been obtained is required to be obtained by the University from, and no notice or filing that has not already been given is required to be given by the University to or made by the University with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the University of ~~this~~the Original Agreement or the consummation of the Transaction.

(g) *Compliance with Law; Litigation; Environmental Matters*.

(i) The University has operated and ~~is~~was operating the Utility System as of the Signing Date in compliance, in all material respects, with all applicable Laws, and the University is not in breach of any applicable Law, in either case, that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire. To the Actual Knowledge of the University, (A) the University is in compliance, in all material respects, with the terms and conditions of all Authorizations from Governmental Authorities, (B) no claim has been made by any Governmental Authority to the effect that an Authorization that the University has not obtained is necessary in respect of the operation of the Utility System, and (C) no additional Authorizations from any Governmental Authority are necessary for the operation of the Utility System as currently being operated.

(ii) The University has not been served with notice of any action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, and to the Actual Knowledge of the University, there is no such action, suit or proceeding pending or threatened against the University prior to or at the Time of Closing, which would reasonably be expected to

have a Material Adverse Effect or a material adverse effect on the Concessionaire. As of the ~~date hereof~~Signing Date, there ~~is~~was no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the Actual Knowledge of the University, threatened against the University which could materially affect the validity or enforceability of ~~this~~the Original Agreement.

(iii) There has been no Release of Hazardous Substances at, on or under the Utility Facilities that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire, except as cured to the satisfaction of the applicable Governmental Authority. To the Actual Knowledge of the University, (a) there is no pending investigation by a Governmental Authority concerning any Release of Hazardous Substances in connection with the Utility System or the Utility Facilities and (b) there has been no Release of Hazardous Substances in connection with the Utility System or the Utility Facilities that could reasonably result in liability to the Concessionaire.

(h) *Financial Information*. The financial information of the University relating to the Utility System attached hereto as Schedule 9, which identifies operational costs for the periods that ended June 30, 2018 through June 30, 2020, and, fairly presents the financial information disclosed thereon in accordance with standard accounting procedures of the University with respect to the Utility System, and is adjusted for anticipated expenditures the Concessionaire will incur to operate the Utility System as it is currently operated.

(i) *Absence of Changes*. Since June 30, 2020 through the Signing Date, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect or a material adverse effect on the University. Since June 30, 2020 through the Closing, the University and the University's Contractors have operated the Utility System in a manner consistent with past practice and have not, for example, intentionally increased or decreased efforts and resources related to operations, maintenance or enforcement so as to reduce the value of the Concessionaire Interest.

(j) *Brokers*. Except for Wells Fargo Securities, LLC ("Wells Fargo") and Rieth Jones Advisors ("RJA"), whose fees will be paid by the University, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled to any fee or commission from the University in connection with the Transaction. There is also no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled to any fee or commission from the Concessionaire in connection with the Transaction.

(k) *Accuracy of Information*. To the Actual Knowledge of the University, the factual and past historical information regarding the Utility System that the

University provided to the Concessionaire in the virtual data room labeled "Project Vikings" hosted by Datasite was accurate in all material respects at the time such information was prepared, except to the extent the University removed, revised or replaced such information prior to the Setting Date.

(l) *Undisclosed Defects*. To the Actual Knowledge of the University, there are no material defects of the Utility System that could reasonably be expected to prevent the Utility System from being operated in accordance with the Performance Standards and Prudent Industry Practices.

By executing this Agreement, the University is not deemed to have re-made or affirmed any of the foregoing representations and warranties.

Section 9.2. Representations and Warranties of the Concessionaire. The Concessionaire ~~makes~~made the following representations and warranties to the University ~~(~~as of the Signing Date and acknowledges that the University ~~is relying~~relied upon such representations and warranties in entering into ~~this~~the Original Agreement):[17]

(a) *Organization*. The Concessionaire is duly organized, validly existing and in good standing under the laws of the state of its organization. The capital stock, units, partnership or membership interests and other equity interests or securities of the Concessionaire (including options, warrants and other rights to acquire any such equity interests) are owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the ~~date hereof~~Signing Date.

(b) *Power and Authority*. The Concessionaire has the power and authority to enter into ~~this~~the Original Agreement and to do all acts and things and execute and deliver all other documents as are required ~~hereunder~~thereunder to be done, observed or performed by it in accordance with the terms ~~hereof~~thereof.

(c) *Enforceability*. ~~This~~The Original Agreement has been duly authorized, executed and delivered by the Concessionaire and constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms ~~hereof~~thereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) *No Conflicts*. The execution and delivery of ~~this~~the Original Agreement by the Concessionaire, the consummation of the Transaction and the performance by the Concessionaire of the terms, conditions and provisions ~~hereof~~thereof have not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Concessionaire under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Concessionaire is a

[17] **NTD**: These changes are necessary so as to not bring down all representations and warranties.

party or by which it is bound or (iii) the articles, bylaws or governing documents of the Concessionaire.

(e) *Consents*. No Consent that has not already been obtained is required to be obtained by the Concessionaire from, and no notice or filing that has not already been given is required to be given by the Concessionaire to, or made by the Concessionaire with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the Concessionaire of ~~this~~the Original Agreement or the consummation of the Transaction, except for such consents which have been or will be obtained and notices which have been or will be given as of the Closing Date.

(f) *Compliance with Law; Litigation*. The Concessionaire is not in breach of any applicable Law that could have a Material Adverse Effect. Neither the Concessionaire nor any Affiliate of the Concessionaire is (a) listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce, the Department of State, or their successors or on any other list of Persons with which the University is prohibited from engaging in business under applicable Law: the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identifications List, the Denied Persons List, the Unverified List, the Entity List, and solely with respect to the Concessionaire and its parent, the Debarred List; or (b) controlled or 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Persons on a list identified in clause (a) above. The Concessionaire has not been served with notice of any suit or proceeding, at law or in equity, or before or by any Governmental Authority and to the best of the Concessionaire's knowledge, there is no such action, suit or proceeding threatened against the Concessionaire prior to or at the Time of Closing, which will have a material adverse effect on (i) the Transaction or (ii) the validity or enforceability of ~~this~~the Original Agreement.

(g) *Prohibited Tax Shelter Transaction*. The Concessionaire has not entered into, and will not enter into, any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause the University to become a party to a "prohibited tax shelter transaction" within the meaning of Section 4965 of the Code, including by virtue of the execution of ~~this~~the Original Agreement or any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction to which the University has consented to pursuant to the arrangements contemplated by ~~this~~the Original Agreement.

(h) *Accuracy of Information*. To the actual knowledge of the Concessionaire, all information regarding the Concessionaire or the Operator provided to the University by or on behalf of the Concessionaire or the Operator was accurate in all material respects at the time such information was provided.

(i) *Operator*. To the extent the Operator is not the Concessionaire, the Concessionaire represents and warrants as follows: (i) the Operator is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) the capital stock or other equity interests of the Operator (including options, warrants and other rights to acquire capital stock) is owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the ~~date hereof~~Signing Date; (iii) the Operator has the power and authority to do all acts and things and execute and deliver all other documents as are required ~~hereunder~~under the Original Agreement to be done, observed or performed by it in connection with its engagement by the Concessionaire; (iv) the Operator has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the Utility System Operations in accordance with ~~this~~the Original Agreement; (v) the Operator is not in breach of any applicable Law that would have a Material Adverse Effect; and (vi) is authorized to do business in the State of Idaho, and, except the extent such licenses and permits are set forth on Schedule 18, has all licenses and permits required to perform its obligations hereunder, which representations shall be only to the best knowledge of the Concessionaire in the event that the Operator is not an Affiliate of the Concessionaire.

(j) *Brokers*. Except for Plenary Americas USA Ltd., whose fees will be paid by the Concessionaire or its Affiliates, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Concessionaire or any of its Affiliates who might be entitled to any fee or commission in connection with the Transaction which could become a claim on, a liability of, or an Encumbrance on, the Utility System.

By executing this Agreement, the Concessionaire is not deemed to have re-made or affirmed any of the foregoing representations and warranties.

Section 9.3. Non-Waiver. No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

Section 9.4. Survival.

(a) *University's Representations and Warranties*. The representations and warranties of the University contained in Section 9.1 shall survive and continue in full force and effect for the benefit of the Concessionaire as follows: (i) as to the representations and warranties contained in Sections 9.1(a) through 9.1(g), inclusive, without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1, prior to the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination

or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

(b) *Concessionaire's Representations and Warranties*. The representations and warranties of the Concessionaire contained in Section 9.2 shall survive and continue in full force and effect for the benefit of the University as follows: (i) as to the representations and warranties contained in Sections 9.2(a) through 9.2(i), inclusive, without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1, before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable party.

(c) *Modification of Statutes of Limitations*. The survival periods set forth in this Section 9.4 shall apply with respect to all Claims notwithstanding any statute of limitations that would be applicable to such Claims under applicable Law. The Parties acknowledge and agree that they intend to modify the statutes of limitations with respect to all Claims to the extent such statutes of limitations would conflict with the provisions set forth in this Section 9.4.

ARTICLE 10
FINANCE OBLIGATIONS

Section 10.1. Concessionaire's Obligations. The Concessionaire shall be responsible for obtaining any financing for the performance of its obligations under this Agreement, which financing shall comply with all requirements of this Agreement. The Concessionaire shall be permitted to issue additional Leasehold Mortgage Debt or refinance existing Leasehold Mortgage Debt at any time during the Term provided that, as a condition thereof, the Concessionaire must comply with Section 3.6 in connection therewith.

Section 10.2. University's Obligations. The University shall, to the extent consistent with applicable Law and at the sole cost and expense of the Concessionaire, cooperate with the Concessionaire with respect to documentation reasonably necessary to obtain, maintain and replace financing for the performance of the obligations of the Concessionaire hereunder. The University's cooperation may include reviewing, Approving and executing documents which substantiate the terms of this Agreement (including any consents or agreements necessary to confirm that the debt evidenced by the relevant financing constitutes a Leasehold Mortgage Debt) and making information and material relating to the Utility System Operations available to any of the Concessionaire's lenders or proposed lenders to facilitate financing to the extent permitted by applicable Law and contractual obligations with third parties and to the extent reasonable in the circumstances, provided that such lenders and potential lenders shall hold such information in confidence (provided that such lenders and potential lenders may disclose such information to Affiliates and their respective officers, employees, agents, advisors, stockholders, partners, members, accountants and attorneys to the extent the foregoing agree to maintain such information as confidential in accordance with this Section 10.2 or as may be compelled in a

judicial, regulatory (including any self-regulatory organization) or administrative proceeding or as otherwise required by applicable Law or required by any Governmental Authority having jurisdiction over the lender) and the Concessionaire shall be liable for any disclosure by such lenders or potential lenders in breach thereof. If requested in writing to do so by the Concessionaire, the University shall, at the sole cost and expense of the Concessionaire, use its commercially reasonable efforts to cause the University's independent public accountants to reasonably cooperate in connection with the Concessionaire's public or private offering of securities, as the case may be. In addition, the University shall, promptly upon the request of the Concessionaire or any Leasehold Mortgagee, execute, acknowledge and deliver to the Concessionaire, or any of the parties specified by the Concessionaire, standard consents and estoppel certificates with respect to this Agreement which may be qualified, after reasonable diligence, to the best of the knowledge and belief of a designated Representative of the University. Nothing herein shall require the University to incur any additional obligations or liabilities (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto), to take any action or give any consent or enter into any document inconsistent with the provisions of this Agreement.

Section 10.3. Concessionaire's Obligation for Estoppel Certificates. The Concessionaire shall, promptly upon the request of the University, execute and deliver to the University, or any of the parties specified by the University, standard consents and estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated Representative of the Concessionaire. Nothing herein shall require the Concessionaire to incur any additional obligations or liabilities or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement or applicable Law.

Section 10.4. Prohibited Tax Shelter Transactions. Consistent with Section 9.2(g), the Concessionaire covenants and agrees that it shall not enter into any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause the University to become a party to a "prohibited tax shelter transaction" within the meaning of Section 4965 of the Code. A violation of this Section 10.4 or a breach of the representation set forth in Section 9.2(g) by the Concessionaire shall entitle the University to (a) recover from the Concessionaire the amount of any Tax liability, penalty or loss to which the University or any University official is subject and (b) require the Concessionaire, at the Concessionaire's expense, to prepare timely all statements and returns, and to maintain all lists and similar information that the University becomes obligated to disclose, file or maintain with any taxing authority or participant or otherwise as a result of such transaction.

ARTICLE 11
COMPLIANCE

Section 11.1. Compliance with Laws. The Concessionaire must at all times at its own cost and expense (but subject to the Concessionaire's express rights hereunder with respect to such costs and expenses, including its right to include the reasonable cost of compliance with any Law enacted after the Setting Date in the Uncapped O&M Costs in accordance with the definition thereof) observe and comply, in all material respects, and cause the Utility System Operations to observe and comply, in all material respects, with all applicable Laws now

existing or later in effect, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire's obligations under this Agreement. For the avoidance of doubt, any costs incurred to comply with applicable Law as a result of any Capital Improvement or other alteration to the Utility System undertaken by the Concessionaire, shall be at the Concessionaire's cost (subject to inclusion in the Utility Fee as part of the Variable Fee Component or Uncapped O&M Costs or as part of the Capped O&M Index, as applicable). The Concessionaire shall notify the University within 7 Days after receiving written notice from a Governmental Authority that the Concessionaire or the Operator may have violated any Laws. Pursuant to Idaho Code section 67-2359, the Concessionaire certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein. The Concessionaire hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed one hundred thousand dollars ($100,000) and it employs ten (10) or more persons, 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.

Section 11.2. Non-Discrimination.

(a) *Non-Discrimination Requirements.* The Concessionaire shall comply with, and maintain employment policies in a manner consistent with, all applicable Laws regarding equal employment opportunity and non-discrimination in employment, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq*. (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq*. (1990); (viii) the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301 *et seq*.; and (ix) the Idaho Human Rights Act, Idaho Code Sec. 67-5901 et seq..

(b) *Contract Provisions.* The Concessionaire shall cause all Contractors to comply with each of the federal Laws and Idaho Laws referenced in this Section 11.2, and shall include a provision to such effect in each contract entered into with any Contractor.

Section 11.3. Compliance with Wage and Hour Laws. The Concessionaire shall comply with all applicable Laws governing employment and/or employee wages and hours, including (i) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq*.; (ii) the Idaho Minimum Wage Law, I.C. Sec 44-1501, et seq; and (iii) the Idaho Claims for Wages Act, I.C. Sec. 45-601, *et. seq*.

Section 11.4. Safety Laws. The Concessionaire shall comply with and maintain employment policies in a manner consistent with all applicable Laws regarding workplace safety, including the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq*.

Section 11.5. Immigration Laws. The Concessionaire shall comply with and maintain employment policies in a manner consistent with all applicable Laws regarding lawful employment of U.S. citizens and non-U.S. citizens, including taking reasonable steps to verify the employment eligibility of all employees as required under such Laws.

Section 11.6. Labor Disputes. The Concessionaire shall take all reasonable steps to resolve any alleged or actual labor dispute between it or the Operator and any representative of its or the Operator's employees; further, any work stoppage or strike resulting from such labor dispute shall not excuse the Concessionaire's performance under this Agreement. The Concessionaire shall use good faith efforts and take immediate steps to effect the limitation and/or removal, by lawful means, of any pickets or picketing that are the result of an alleged or actual labor dispute between it and any representative of its employees; provided however, if such pickets or picketing results in the obstruction of ingress or egress of any Public Way or University facility, the Concessionaire shall immediately seek injunctive relief to terminate such pickets or picketing that may be available under applicable Laws.

Section 11.7. Employee Conduct and Performance. The Concessionaire shall ensure that it and the Operator have workplace conduct policies for their employees providing services under this Agreement that are at least as stringent as substantially similar policies and enforcement provisions as those of the University's general policies for conduct in the workplace and are in accordance with Prudent Industry Practices. These policies shall include policies related to workplace behavior; anti-harassment; weapons; confidentiality; security and safety; possession of alcohol; illegal drugs or weapons in the workplace; violation of criminal statutes that have a direct relationship to work performed by the employee; negligent or incompetent performance of work hereunder; gross misconduct related to work; conduct or interactions with University employees, students or visitors that impair or prejudice the University or its relationship with such persons; and unsafe practices or work performance that create a risk of harm to the employee, other persons or property.

Section 11.8. Non-Collusion. By signing this Agreement, the Concessionaire duly swears, affirms and warrants that it is the contracting party, and that it has not, nor has any other member, employee, Representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Original Agreement or this Agreement.

Section 11.9. Conflict of Interest. The Concessionaire certifies and warrants to the University that neither it nor any of its agents, Representatives or employees who will participate in any way in the performance of Concessionaire's obligations hereunder has or, for so long as any such person continues in such capacity, will have any conflict of interest, direct or indirect,

with the University during the performance of this Agreement, other than in respect of any disputes that may arise hereunder or in connection herewith.

Section 11.10. Drug-Free Workplace Certification. The Concessionaire hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Concessionaire will give written notice to the University within 7 Days after receiving actual notice that the Concessionaire or an employee of the Concessionaire has been convicted of a criminal drug violation occurring in the Concessionaire's workplace.

Section 11.11. Minority-Owned and Women-Owned Business Enterprises. The Concessionaire shall use good faith efforts during the Term to obtain the participation of M.B.E./W.B.E. in its Utility System Operations, including requiring the Operator to participate in such programs. In order to demonstrate this good faith efforts commitment, the Concessionaire shall, and shall cause all Contractors to, complete and submit to the University such documentation and information as the University may reasonably request.

Section 11.12. University Accreditation. The Concessionaire shall ensure that the Utility System provides a sufficient quantity of Utilities in a timeframe sufficient such that the University, or any portion thereof, may maintain any third-party accreditation or other third-party standard of which the University has provided the Concessionaire notice prior to the Setting Date.

Section 11.13. Permits and Other Campus-Wide Authorizations. The Concessionaire acknowledges and agrees that, in connection with the Campus-Wide Permits: (i) the University will continue to be the "owner" identified in the Campus-Wide Permits during the Term; (ii) the Concessionaire will become the "operator" of permitted emission sources from the Utility System identified in the Campus-Wide Permits during the Term, to the extent applicable; (iii) the Concessionaire shall be responsible for operating all emission sources in compliance with all permit and regulatory requirements and meeting all monitoring, recordkeeping and reporting requirements related to such permitted emission sources; (iv) the Concessionaire shall promptly provide to the University's Office of Environmental Health and Safety, as the responsible University official for communications with the State of Idaho, Division of Environmental Quality ("DEQ"), all records that the DEQ inspectors request the University provide with respect to the Utility System; and (v) the Concessionaire shall provide to the University (a) complete drafts of all required reports with respect to the Utility System portion of the Campus-Wide Permits for the University to review and Approve at least 15 Business Days prior to the deadline to submit such reports, (b) any information regarding utility operations required for reports related to the Campus-Wide Permits by the later of (1) 10 Days after the end of the applicable reporting period and (2) (A) 30 Days prior to the applicable submission deadline or (B) 10 Days after a University request not related to a submission deadline, (c) information to be submitted in connection with the renewal of the regulatory permits or any portion thereof within the time period reasonably established by the University and (d) applications for new permits or modifications to any Campus-Wide Permit for review and Approval at least 30 Days prior to submission to a regulatory agency; and (v) the Parties shall reasonably cooperate with each other in connection with any matters relating to the Campus-Wide Permits. The Concessionaire shall comply with all Campus-Wide Permits to the extent applicable to the Utility System or Utility System Operations, provided that the Concessionaire shall not be responsible for ensuring

compliance with the storm water permit for the municipal separate storm sewer system on the University Campus issued by the U.S. Environmental Protection Agency ("EPA") (as may be extended, renewed, modified or replaced) to the extent related to Utility System Operations performed outside of the Utility Facilities or Utility System Land.

Section 11.14. Financial and Audit Standards. The Concessionaire shall comply, and its financial statements shall be prepared in accordance, with GAAP or IFRS, provided that if such financial statements are prepared in accordance with IFRS, such financial statements shall include a reconciliation statement setting forth any material discrepancies between IFRS and GAAP reporting with respect to the subject matter thereof.

Section 11.15. University Payments. All financial obligations of the University under this Agreement are payable solely from the then-current revenues of the University legally available for such purpose and the Concessionaire shall have no right to receive payment from moneys raised by taxation or state appropriations. The failure of the University to comply with its financial obligations hereunder shall not preclude the Concessionaire from bringing a claim therefor pursuant to the express provisions hereof.

ARTICLE 12
PAYMENT OBLIGATIONS

Section 12.1. Certain Payment Obligations of the Concessionaire. To the extent permitted by Law, the Concessionaire shall have a payment obligation to the University and each of its Representatives with respect to the full amount of any Losses actually suffered or incurred (as they are suffered or incurred) by the University or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the Concessionaire, the Operator or each of their respective Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to the expiration of the survival period specified in Section 9.4(b), any breach by the Concessionaire of its representations or warranties set forth herein, (ii) any Assumed Liabilities, (iii) any Tax or recording charge attributable to any Transfer of the Concessionaire Interest or any part thereof by the Concessionaire, (iv) any increase in Property Taxes payable by the University that is not included in the definition of Uncapped O&M Costs, or (v) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the Concessionaire or its Representatives in connection with this Agreement, any Transfer of the Concessionaire Interest or any part thereof or any other matter affecting the Utility System; provided, however, that, except with respect to Claims resulting from Third Party Claims, subject to Section 12.5 Claims shall be made in writing within a period of 3 Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the University are intended to be third party beneficiaries of the obligations of the Concessionaire pursuant to this Article 12.

Section 12.2. Certain Payment Obligations of the University. To the extent permitted by Law, and without limiting any other remedy under this Agreement (including Concession Compensation or AA-Compensation as provided in this Agreement) the University shall have a payment obligation to the Concessionaire and each of its Representatives with

respect to any Losses actually suffered or incurred by the Concessionaire or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the University or any of its employees, officers or agents (collectively, the "University Responsible Parties") to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to the expiration of the relevant survival period specified in Section 9.4(a), any breach by the University of its representations or warranties set forth herein, (ii) any Excluded Liabilities, (iii) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the University or any University Responsible Party in connection with this Agreement or any other matter affecting the Utility System, or (iv) any payment of Property Taxes with respect to the Utility System that are not the result of the actions or omissions of the Concessionaire and therefore not paid to the Concessionaire as Uncapped O&M Costs; provided, however, that, except with respect to Claims resulting from Third Party Claims, subject to Section 12.5, Claims are made in writing within a period of 3 Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the Concessionaire are intended to be third party beneficiaries of the obligations of University pursuant to this Article 12.

Section 12.3. Agency for Representatives. Each of the University and the Concessionaire agrees that it accepts each payment obligation contemplated in this Article 12 in favor of any of its Representatives as agent and trustee of that Representative and agrees that each of the University and the Concessionaire may enforce a payment obligation in favor of its Representatives on behalf of that Representative. For purposes of this Section 12.3, the term "Representative", in the case of the Concessionaire, includes the Leasehold Mortgagee.

Section 12.4. Third Party Claims.

(a) *Notice of Third Party Claim*. If an Obligee receives notice of the commencement or assertion of any Third Party Claim, the Obligee shall give the Obligor reasonably prompt notice thereof, but in any event no later than 30 Days after receipt of such notice of such Third Party Claim. Such notice to the Obligor shall describe the Third Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Obligee.

(b) *Defense of Third Party Claim*. The Obligor may participate in or assume the defense of any Third Party Claim by giving notice to that effect to the Obligee not later than 30 Days after receiving notice of that Third Party Claim (the "Notice Period"). The Obligor's right to do so shall be subject to the rights of any insurer or other Party who has potential responsibility with respect of that Third Party Claim. The Obligor agrees to pay all of its own expenses of participating in or assuming each defense. The Obligee shall cooperate in good faith in the defense of each Third Party Claim, even if the defense has been assumed by the Obligor and may participate in such defense assisted by counsel of its own choice at its own expense. If the Obligee has not received notice within the Notice Period that the Obligor has elected to assume the defense of

such Third Party Claim, the Obligee may assume such defense, assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Obligee with respect to such Third Party Claim.

(c) *Assistance for Third Party Claims*. The Obligor and the Obligee will use all reasonable efforts to make available to the Party which is undertaking and controlling the defense of any Third Party Claim (the "Defending Party"), (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim, and (ii) all Documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third Party Claim, and shall otherwise co-operate with the Defending Party. The Obligor shall be responsible for all reasonable expenses associated with making such Documents, records and materials available and for all expenses of any employees made available by the Obligee to the Obligor hereunder, which expense shall not exceed the actual cost to the Obligee associated with such employees.

(d) *Settlement of Third Party Claims*. If an Obligor elects to assume the defense of any Third Party Claim in accordance with Section 12.4(b), the Obligor shall not be responsible for any legal expenses subsequently incurred by the Obligee in connection with the defense of such Third Party Claim. However, if the Obligor fails to take reasonable steps necessary to defend diligently such Third Party Claim within 30 Days after receiving notice from the Obligee that the Obligee believes on reasonable grounds that the Obligor has failed to take such steps, the Obligee may, at its option, elect to assume the defense of and to compromise or settle the Third Party Claim assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith. However, the Obligee shall not settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligor unless such settlement or compromise is made without any responsibility to, and does not require any action on the part of, the Obligor and does not in any way affect the Obligor. In the event that the Obligee is the University, in no event may the Obligor settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligee.

Section 12.5. Direct Claims. Any Direct Claim shall be asserted by giving the Obligor reasonably prompt notice thereof, but in any event not later than 60 Days after the Obligee becomes aware of such Direct Claim. The Obligor shall then have a period of 30 Days within which to respond in writing to such Direct Claim. If the Obligor does not so respond within such 30-Day period, the Obligor shall be deemed to have rejected such Direct Claim, and in such event the Obligee may submit such Direct Claim to the dispute resolution process set forth in Article 18.

Section 12.6. Failure to Give Timely Notice. A failure to give timely notice in accordance with this Article 12 shall not affect the rights or obligations of any Party except and

only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure. However, this Section 12.6 shall have no effect whatsoever on the survival provisions set out in Section 9.4 and the rights of the Parties with respect thereto.

Section 12.7. Reductions and Subrogation. If the amount of any Loss incurred by an Obligee at any time subsequent to the making of a payment hereunder on account of such Losses (an "Obligation Payment") is reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the amount of such reduction (less any costs, expenses (including Taxes) or premiums incurred in connection therewith), together with interest thereon from the date of such recovery, settlement or reduction at the Bank Rate, shall promptly be repaid by the Obligee to the Obligor. Upon making a full Obligation Payment, the Obligor shall, to the extent of such Obligation Payment, be subrogated to all rights of the Obligee against any third party in respect of the Loss to which the Obligation Payment relates. Until the Obligee recovers full payment of its Loss, any and all claims of the Obligor against any such third party on account of such Obligation Payment shall be postponed and subordinated in right of payment to the Obligee's rights against such third party.

Section 12.8. Payment and Interest. All amounts to be paid by an Obligor hereunder, not including deductibles or self-insured retentions or insurance proceeds, shall bear interest at a rate per annum equal to the Bank Rate, calculated annually and payable monthly, both before and after judgment, from the date that the Obligee disbursed funds, suffered damages or losses or incurred a loss or expense in respect of a Loss for which the Obligor is responsible to make payment pursuant to this Article 12, to the date of payment by the Obligor to the Obligee.

Section 12.9. Limitation on Certain Claims. To the extent permitted by Law and without limiting any other remedy under this Agreement (including Concession Compensation, AA-Compensation or KPI Compensation as provided in this Agreement), the maximum aggregate liability of the University to the Concessionaire or its Representatives, in respect of Losses pursuant to this Article 12 shall not exceed 50% of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for: (i) breach of the representations or warranties in Sections 9.1(a), (b), (c), (d), (e), (f), (g), and (j); (ii) fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.1; (iii) for any Excluded Liabilities referred to in Section 3.2(d)(iii)(2); (iv) payment of the Utility System Concession Value; and (v) payment of the Utility Fee. To the extent permitted by Law and without limiting any other remedy under this Agreement, the maximum aggregate liability of the Concessionaire to the University and its Representatives, in respect of Losses pursuant to this Article 12 shall not exceed 50% of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.2(a), (b), (c), (d), (e), (f), (g) and (j) or Section 12.1(iv) or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.2. Neither Party shall have any liability to the other Party or its Representatives for Losses to the extent resulting from fraudulent actions or gross negligence of the other Party or its Representatives (or University Responsible Parties in the case of the University).

Section 12.10. Other Matters~~.~~.

(a) *Waiver of Limits*. With respect to claims by the Concessionaire's employees, the Concessionaire waives its immunity, if any, to which it is entitled or would be entitled, as a complying employer under the applicable worker's compensation law, but only to the extent that such immunity would bar or affect recovery under or enforcement of Concessionaire's obligations to defend, indemnify, hold harmless or contribute to any sums due under any Losses.

(b) *Losses Net of Insurance*. For purposes of this Article 12, the amount of any Losses for which payment is provided hereunder shall be net of any amounts recovered by the Obligee under insurance policies with respect to such Losses, it being understood that the obligations of the Obligee hereunder shall not be so reduced to the extent that any such recovery results in an increase in the Obligee's insurance premiums, or results in any other additional cost or expense to any such Obligee.

Section 12.11. Offset Rights; Limitations on Certain Damages~~.~~.

(a) Each Party's obligations under this Agreement are subject to, and each Party shall have the benefit of, all defenses, counterclaims, rights of offset or recoupment or other claims and rights, including the right to deduct payments due to the other Party hereunder that are not subject to dispute (collectively, "Offsets") which such Party may have at any time against such other Party (or any of their respective successors and assigns) or any transferee or assignee of any such other Party's rights as against such Party or any part thereof or interest therein contingent or otherwise, and no transfer or assignment of this Agreement or any other obligation of such other Party, or of any rights in respect thereof, pursuant to any plan of reorganization or liquidation or otherwise shall affect or impair the availability to each Party of the Offsets.

(b) In no event shall any Party be liable to the other Party under this Agreement for consequential, indirect, exemplary or punitive damages (except for claims for fraud or for intentional misrepresentation or intentional breach).

Section 12.12. Governmental Immunity. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the University and its officers, employees, and agents are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Idaho Tort Claims Act, Idaho Code Section 6-901 *et seq.*, or otherwise available to the University and its officers, employees, and agents.

Section 12.13. Survival. This Article 12 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants hereunder or by any termination or rescission of this Agreement by any Party.

ARTICLE 13
INSURANCE

Section 13.1. Insurance Coverage Required – Concessionaire. The Concessionaire shall provide and maintain at the Concessionaire's own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, commercially reasonable insurance coverage in accordance with Prudent Industry Practices, including, at a minimum, the insurance coverages and requirements specified below, insuring the Utility System and all Utility System Operations (the "Concessionaire Required Coverages"). For the avoidance of doubt, Concessionaire Required Coverages may be provided and maintained as part of a corporate insurance program of a direct or indirect holder of equity in the Concessionaire and each of the insurance coverage limits set out in Section 13.1(b), Section 13.1(c) and Section 13.1(d) may be achieved through a combination of primary, excess and/or umbrella coverage.

(a) *Workers' Compensation and Employer's Liability*. The Concessionaire shall provide or cause to be provided Workers' Compensation Insurance, to cover liability imposed by Federal and State statutes having jurisdiction over the Concessionaire's employees engaged in the performance of this Agreement and Employer's Liability Insurance coverage with limits of not less than $1,000,000 each employee and $1,000,000 for each accident.

(b) *Commercial General Liability*. The Concessionaire shall provide or cause to be provided Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence and $2,000,000 in the annual aggregate. Coverage shall include the following: bodily injury and property damage including personal injury, coverage for contractual employees (excluding any employees of the University), all premises and operations, including blanket contractual and products/completed operations, explosion, collapse, mobile equipment not suitable for roadways, underground, separation of insureds, and liability assumed under an insured contract and shall be written on ISO form CG 00 01 04 13 or its equivalent.

(c) *Commercial Automobile Liability*. When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Concessionaire shall provide or cause to be provided Commercial Automobile Liability Insurance with limits of not less than $1,000,000 combined single limit each accident for bodily injury and property damage. The policy shall be endorsed with CA 99 48 and MCS 90 (or their equivalents), if such exposure exists.

(d) *Umbrella Liability*. The Concessionaire shall provide or cause to be provided follow form Umbrella Liability Insurance with a minimum limit of $50,000,000 per occurrence and shall apply in excess of the coverages for the Concessionaire Required Coverages set forth in Section 13.1(a), Section 13.1(b) and Section 13.1(c)). In the event that such Umbrella Liability Insurance applies in excess of the coverages for the Concessionaire Required Coverage in Section 13.1(e), then

the minimum limit for the Concessionaire Required Coverage in Section 13.1(e) shall be $12,000,000 rather than $15,000,00, and in the event that such Umbrella Liability Insurance applies in excess of the coverages for the Concessionaire Required Coverage in Section 13.1(g), then the minimum aggregate limit for the Concessionaire Required Coverage in Section 13.1(g) shall be $10,000,000 rather than $15,000,000.

(e) *Professional Liability*. When any architects, engineers, construction managers, professional services providers or any other professional consultants perform work in connection with this Agreement, the Concessionaire shall maintain or require such architects, engineers, construction managers or other professional consultants to maintain Professional Liability Insurance, with limits not less than $15,000,000 per claim and in the aggregate or such other limit (whether lower or higher) as the University and the Concessionaire may agree (each, acting reasonably) with respect to such policy for a particular Capital Improvement or Material Change, which other limit shall be included as part of the Approval of such Capital Improvement or Material Change in accordance with Section 4.3. The policy shall include: contingent bodily injury liability, rectification and punitive damages. The faulty workmanship exclusion should be modified to cover losses arising out of professional services. Should the Concessionaire self-perform any work of the nature noted in this Section 13.1(e), evidence of Professional Liability Insurance meeting the standards for such work set forth above shall be required.

(f) *Network Security and Privacy Insurance.* The Concessionaire shall also maintain Cyber Liability Insurance for network security and privacy with limits of not less than $10,000,000 per claim and in the aggregate inclusive of cybersecurity event management. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Agreement.

(g) *Pollution Legal Liability*. The Concessionaire shall provide Pollution Legal Liability Insurance or Site Pollution Insurance or cause to be provided Pollution Legal Liability Insurance or Site Pollution Insurance or equivalent, in each case with limits of not less than $10,000,000 per incident and $15,000,000 in the aggregate during any 3 year period for environmental and pollution damage liability arising out of pollution events occurring after the Closing Date.

(h) *Property*. The Concessionaire shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the Utility System (including improvements and betterments and excluding any building in which the Shared Spaces are located), which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the Utility System; provided, however, that the limits of such coverage may be based on replacement cost value agreed by the University and the Concessionaire acting reasonably or on a probable maximum loss analysis, subject to the University's Approval of such probable maximum loss analysis by an independent third party that is reasonably acceptable to the University.

Coverage shall include the following, but not be limited to: equipment breakdown, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, to the extent commercially available, earthquake and named wind. Coverage shall include flood insurance with a sublimit of not less than $10,000,000 in the aggregate. The University and any Leasehold Mortgagee shall be named as additional insureds and as loss payees. The Concessionaire shall be responsible for any loss or damage to University property caused by the Concessionaire or its Representatives at full replacement cost, except to the extent such loss or damage is covered by the insurance described in Section 13.2(c), in which case the Concessionaire shall be responsible for the deductible only in accordance with Section 13.2(c).

(i) *Builder's Risk.* When the Concessionaire undertakes, pursuant to this Agreement, any construction, maintenance or repairs to the Utility System (including Capital Improvements, Material Changes and betterments), the Concessionaire shall provide or cause to be provided, All Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Utility System. Coverage shall include, but not be limited to, the following: right to partial occupancy, boiler and machinery, business income, valuable papers and other consequential loss, when applicable with aggregate ~~sublimits~~sub-limits for catastrophic perils of earthquake, flood and named wind which are the best available on commercially reasonable terms. The Concessionaire and any Leasehold Mortgagee may be named as additional insured and as loss payees.

Section 13.2. Insurance Coverage Required – University. The University shall provide and maintain at the University's own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, the following insurance coverages and requirements specified below (the "University Required Coverages" together with the Concessionaire Required Coverages, the "Required Coverages").

(a) *Workers' Compensation.* The University shall provide or cause to be provided Workers' Compensation coverage, as prescribed by applicable Law, covering all University employees who agree to provide a service under this Agreement.

(b) *University Liability Coverage*. The University's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. The University's liability is subject to the limitations in the Idaho Tort Claims Act, Idaho Code, §§ 6-901 – 6-929, for liability covered by the Idaho Tort Claims Act. The total liability for any one occurrence or accident under the Idaho Tort Claims Act and State of Idaho Risk Management Program is $500,000. ~~The Concessionaire shall be included as an additional interest under this coverage.~~ Additionally, the University is covered for data

loss or breach through a policy maintained by the Idaho Office of Insurance Management.

(c) *Property*. The University shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the University's owned property (other than any property leased to the Concessionaire hereunder), including improvements and betterments and the buildings in which the Shared Spaces are located, which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the University's owned property required hereunder; provided, however, that the limits of such coverage may be based on replacement cost value. Coverage shall include the following: equipment breakdown, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, to the extent commercially available, earthquake and named wind. Coverage shall include flood insurance with limits which are commercially available. The Concessionaire shall be responsible for the property deductible payable by the University and/or the State of Idaho for any loss or damage to University property caused by the Concessionaire or its Representatives.

Section 13.3. Additional Requirements.

(a) *Evidence of Insurance*. The Parties shall deliver or cause to be delivered to each other's Representative designated in writing by each Party, original standard ~~ACCORD~~ACORD form Certificates of Insurance, or equivalent documentation acceptable to the Parties, evidencing the Concessionaire Required Coverages or University Required Coverages, as applicable, on or before the Closing Date, and shall provide or cause to be provided, promptly following renewal and not more than ~~14~~30 Business Days following renewal of the then current coverages (or such other period as is agreed to by the Parties), Renewal Certificates of Insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by the receiving party that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of either Party to obtain certificates or other insurance evidence from the other Party shall not be deemed to be a waiver by such Party. Non-conforming insurance shall not relieve either Party of the obligation to provide insurance as specified herein.

(b) *Notice of Cancellation or Violation.* Each Party shall notify the other Party in writing 30 Days (or in the case of cancellation for non-payment of premiums, 10 Days) prior to cancellation, non-renewal or any material change of any University Required Coverages (in the case of the University) or Concessionaire Required Coverages (in the case of the Concessionaire). Without limiting Section 13.3(g), the University shall be permitted (but not obligated) to pay any

delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the Concessionaire shall reimburse the University for any delinquent premiums paid by the University on demand without any Days of grace and without prejudice to any other rights and remedies of the Parties hereunder.

(c) *Deductibles*. All deductibles or self-insured retentions for Concessionaire Required Coverages or Concessionaire Contractors in excess of $200,000 (Adjusted for Inflation annually starting from the Year in which the Closing occurred) shall not exceed amounts approved by the University in writing. Except as expressly provided herein, any and all deductibles or self-insured retentions on Required Coverages shall be borne by the purchasing Party or its Contractors, who shall be responsible for its own deductibles and/or self-insured retentions unless the Party is at fault for a loss to the other Party in which case the at fault party will pay the other Party's deductible or self-retention.

(d) *Post-Termination Effectiveness*. The products/completed operations portion of the Concessionaire's Commercial General Liability Insurance shall be continued for at least 5 years following the termination of this Agreement and evidence of such insurance shall be provided to the University at least annually.

(e) *Adjustment of Insurance Coverages*. The amounts of coverage required by Section 13.1 and Section 13.2 shall be reasonably adjusted, as agreed by the University and the Concessionaire, based on limits maintained for comparable property each succeeding fifth anniversary of the Closing Date, but in no event shall the amounts of coverage be less than specified in Section 13.1 and Section 13.2.

(f) *Waiver of Subrogation*. Each of the Required Coverages provided by either Party (other than those set forth in Section 13.2(a) and Section 13.2(b)) shall, where legally or customarily permitted, include a waiver by the insurer of its rights of subrogation against the other, its employees, elected officials, agents or Representatives (and, in the case of the Concessionaire Required Coverages, against the State of Idaho; the University, their agents, officials, and employees. Concessionaire shall cause each of its Contractors to waive all their rights of subrogation against the State of Idaho; the University, their agents, officials, and employees.

(g) *University's Right to Insure*. Without limiting Section 13.3(b), if the Concessionaire fails to obtain and maintain or cause to be obtained and maintained the Concessionaire Required Coverage in accordance with this Article 13, the University shall have the right (without any obligation to do so), upon 2 Business Days' notice to the Concessionaire in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs and expenses in connection therewith shall be payable by the Concessionaire on

demand without any Days of grace and without prejudice to any other rights and remedies of the University hereunder. Such insurance taken out by the University shall not relieve the Concessionaire of its obligations to insure hereunder and the University shall not be liable for any loss or damage suffered by the Concessionaire in connection therewith.

(h) *No Limitation as to Concessionaire Liabilities*. The Concessionaire expressly understands and agrees that any coverages and limits furnished by the Concessionaire shall in no way limit the Concessionaire's liabilities and responsibilities specified within this Agreement or by Law.

(i) *No Contribution by University*. The Concessionaire expressly understands and agrees that any insurance or self-insurance programs maintained by the University, State Risk or the State of Idaho shall not contribute with insurance actually provided by the Concessionaire under this Agreement.

(j) *Insurance Requirements of Contractors*. The Concessionaire shall require in each contract with any Contractor that such Contractor obtain coverages reasonably comparable to the Concessionaire Required Coverages that are reasonably appropriate in their limits and other terms and conditions, in each case to the nature of the contract with the Contractor. Such coverages shall insure the interests of the State of Idaho, the University, their agents, officials, and employees (provided that such agents, officials or employees shall not be included if not permitted by applicable Law or commercially available), the Concessionaire and any other Contractors in respect of the applicable work being performed and shall be subject to the same (or comparable) coverage and administrative requirements as are imposed on the Concessionaire pursuant to this Agreement, specifically requiring such Contractor to name the State of Idaho, the University, their agents, officials and employees as additional insured and requiring such Contractor's insurance to include a waiver of subrogation as described in Section 13.3(f). When requested to do so by the University, the Concessionaire shall provide, or cause to be provided, to the University Certificates of Insurance with respect to such insurance coverages or such other evidence of insurance, as may be reasonably acceptable in form and content to the University.

(k) *Cooperation*. The University and the Concessionaire shall do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.

(l) *Joint Venture and Limited Liability Company Policies*. If the Concessionaire or any Contractor required to obtain an insurance policy hereunder is a joint venture or limited liability company, all insurance policies required to be obtained by the Concessionaire or such Contractor shall specifically name the joint venture or limited liability company as a named insured. If the

Concessionaire contracts operations to a third party, the Concessionaire will be an additional insured on any liability policy.

(m) *Other Insurance Obtained by Concessionaire*. If the Concessionaire or its Contractors desire coverages in addition to the Concessionaire Required Coverages, the Concessionaire and each Contractor shall be responsible for the acquisition and cost of such additional coverages. If the Concessionaire or its Contractors obtain any property, liability or other insurance coverages that will relate to the Utility System or the Utility System Operations in addition to the Concessionaire Required Coverages ("Additional Coverages"), then the Concessionaire or its Contractors shall (i) notify the University as to such Additional Coverages at least 10 Business Days in advance of purchasing such Additional Coverages and make such modifications as the University may reasonably require so that such Additional Coverage does not conflict with the University's insurance coverages, (ii) provide the University with any documentation relating to the Additional Coverages, including Certificates of Insurance, that the University reasonably requests, and (iii) at the University's election, acting reasonably, cause the State of Idaho, the University, their agents, officials and employees, to be named as additional insureds under such Additional Coverages, if that is normally allowed in accordance with good industry practice.

(n) *University's Right to Modify*. The University shall have the right, acting reasonably, to request to modify, delete, alter or change insurance coverage requirements set forth in Section 13.1 and this Section 13.3. Notwithstanding anything to the contrary herein, ~~(i)~~ any change to the types or limits of contractually required insurance coverage shall be subject to mutual agreement of the Parties, each acting reasonably~~, and (ii) if any insurance (including the limits or deductibles thereof) required to be maintained under this Agreement shall not be available at commercially reasonable rates, the Concessionaire's obligation to obtain or maintain such insurance shall be waived by the University for as long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, the Concessionaire maintains the maximum amount of such insurance otherwise available at commercially reasonable rates.~~.

(o) *Commercial Availability*. To the extent any of the Required Coverages are not available on a commercially reasonable basis (including, without limitation, not available at a commercially reasonable cost) or on commercially reasonable terms, the obligation of the Party responsible for obtaining such Required Coverage is waived and such Party shall obtain insurance that is available on a commercially reasonable basis or on commercially reasonable terms that best approximates the applicable Required Coverages, subject to Section 13.3(u), but said substitute coverage shall, at the other Party's request, be subject to review of an independent insurance consultant, and such independent insurance consultant shall have delivered to the University and the Concessionaire its opinion to the effect that the substitute coverages meet the above-stated criteria. To the extent

the University disagrees with the Concessionaire's determination that the Concessionaire Required Coverages, including Required Property Insurance, for all or a portion of the Utility System is not commercially available in accordance with Section 13.3(o), then such disagreement shall be resolved in accordance with Article 18. For any Fiscal Year that the Concessionaire reasonably determines that such Concessionaire Required Coverages may not be commercially available, the Concessionaire agrees that it shall undertake diligent, good faith, commercially reasonable efforts to procure the Concessionaire Required Coverages, including Required Property Insurance, provided that the Concessionaire shall not be required to seek such coverage in the insurance market more than once per Fiscal Year if it reasonably determines that seeking coverage more than once per Fiscal Year would be detrimental to the Concessionaire's ability to seek coverage in future Fiscal Years.

(p) *Endorsements*. All Concessionaire Required Coverages (except for the professional liability, workers' compensation and employer's liability policies) shall be endorsed to include the State of Idaho, the University, their agents, officials, and employees as additional insureds, in each case to the extent permitted by Law and commercially available. For the avoidance of doubt, Blanket Additional Insured endorsements that provide coverage "where required by contract" shall be acceptable for this purpose.

(q) *Concessionaire Required Coverage Requirements*. All Concessionaire Required Coverages and the University's All Risk Property Insurance described in Section 13.2(c) shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Idaho, with an A.M. Best's rating of A-, VII or better; be primary noncontributory coverage and contain severability of interests provisions.

(r) *Defense of Coverage Outside Limits of Liability*. All Concessionaire Required Coverages shall include defense coverage outside the limits of liability, except for the Professional Liability Insurance required to be carried by the Concessionaire.

(s) *Requirements for Concessionaire Required Coverages for Liability Policies*. All Concessionaire Required Coverages that are liability policies shall be occurrence-based, except where not commercially available, in which case they shall be on a claims-made basis, provided that such policies shall extend for a period of 5 years after the expiration or earlier termination of this Agreement, which obligation shall survive the expiration or earlier termination of this Agreement.

(t) *Payment for Insurance Coverage*. To the extent that the University and the Concessionaire determine that it would be in the best interests of both Parties for any of the Concessionaire Required Coverages to be purchased by and held in the name of the University, then the University shall be responsible for purchasing those certain Concessionaire Required Coverages, which shall satisfy

the Concessionaire's obligation to do so hereunder. The University shall name the Concessionaire and the Leasehold Mortgagee as additional insureds thereunder.

(u) *Commercial Unavailability of Required Property Insurance*.

(i) The Concessionaire shall, as part of the first draft of each Five-Year Plan delivered to the University in accordance with Section 7.2, indicate if the property insurance for the Utility System described in Section 13.1(h) (the "Required Property Insurance") may not be commercially available as described in Section 13.3(o) for some or all of the Utility System as required hereunder and identify with reasonable detail the portions of the Utility System for which it believes the Required Property Insurance may not be commercially available for the upcoming Fiscal Year. The Concessionaire shall, in connection with such first draft of each Five-Year Plan, for all then in-force Required Property Insurance that is set to expire during the next Fiscal Year, provide to the University in writing a reasonably detailed status report of the Concessionaire's efforts that it has taken and expects to undertake, to renew such Required Property Insurance and the result of such efforts it reasonably expects in procuring such renewal.

(ii) If the Parties agree that any Required Property Insurance is, or is going to be, commercially unavailable for a Fiscal Year in accordance with Section 13.3(o), then, promptly after such determination, the University and the Concessionaire shall reasonably cooperate in good faith on determining alternative methods of providing the Required Property Insurance, including by means of the University or State Risk providing such insurance or the University retaining the risk of damage for some portions of the Utility System at the Concessionaire's cost, not to be recovered as Capped O&M Costs or otherwise reimbursed or paid by the University. To the extent that State Risk provides any of the Required Property Insurance, the premium shall be in the amount of the Valuation Amount of Applicable Utility System Property multiplied by a certain rate as determined by State Risk, which for the avoidance of doubt is expected to be consistent with the cost being charged by State Risk to the University for property insurance that is not the Utility System. For the avoidance of doubt, the Valuation Amount of Applicable Utility System Property shall not be subject to dispute resolution in accordance herewith, but to the extent such Valuation Amount of Applicable Utility System Property changes by more than 10% in any Fiscal Year (without a corresponding change in the property covered thereby), the University shall reasonably cooperate, at no out-of-pocket cost to the University, to comply with State Risk's procedures, if any, available to request a reconsideration of such determination.

(iii) If, at the start of the applicable Fiscal Year, there is Uninsured Utility System Property, the Concessionaire shall, prior to the start of the applicable Fiscal Year, deliver notice to the University itemizing in reasonable detail all portions of the Utility System that are Uninsured Utility System Property, which shall be subject to verification and dispute by the University pursuant to Article 18, but otherwise shall be conclusive as against the Concessionaire for the Uninsured Utility System Property during such Fiscal Year provided that the University may within 30 Days after receipt of such notice, deliver notice to the Concessionaire that the University is excluding some or all of such portion of the Utility System from the definition of Uninsured Utility System Property for that Fiscal Year, in which case if a casualty event were to occur and affect such property, such casualty would be classified as a Concessionaire Retained Casualty. At the start of any Fiscal Year where there is Uninsured Utility System Property, the Concessionaire shall pay the University an amount equal to $0.1885 per every $100 of the Valuation Amount of Applicable Utility System Property for the relevant Uninsured Utility System Property for that Fiscal Year (such rate, the "URRAP Rate"), payable in equal monthly installments at the start of each month, provided, however, that such amount shall never be less than $30,000 (such minimum amount, the "URRAP Floor" and such actual amount, the "University Retained Risk Annual Payment"), to compensate the University for the fact that there is Uninsured Utility System Property, provided that, if at any point during such Fiscal Year, the Concessionaire procures the Required Property Insurance such that there is no Uninsured Utility System Property, then no further University Retained Risk Annual Payment shall be payable for the remainder of the Fiscal Year while there is no Uninsured Utility System Property. Notwithstanding the foregoing, (x) the University, in its reasonable discretion and in good faith, shall have the right to adjust the URRAP Floor each applicable Fiscal Year, taking into consideration its anticipated administrative and legal costs associated with the Uninsured Utility System Property, provided that, in no event may the increase from the previous Fiscal Year exceed 100% for the URRAP Floor, (y) the URRAP Rate may be adjusted each applicable Fiscal Year by the University's actuary, acting in good faith, and (z) if (A) the University Retained Risk Annual Payment increases by more than 25% from the preceding Fiscal Year's University Retained Risk Annual Payment (Adjusted for Inflation) or (B) the Concessionaire obtains an independent valuation of the uninsured assets which is 25% less than the Valuation Amount of Applicable Utility System Property for the relevant Uninsured Utility System Property for that Fiscal Year, then by written notice to the University, the Concessionaire may elect not to pay the University Retained Risk Payment for such Fiscal Year and therefore, if a casualty event were to occur and affect such property, such casualty would be classified as a Concessionaire Retained Casualty.

Section 13.4. Damage and Destruction.

(a) *Notification; Emergent and Estimate Obligations of Concessionaire.* If all or any part of any of the Utility System shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including ~~any casualty for which insurance was not obtained or obtainable~~with respect to Uninsured Utility System Property), ordinary or extraordinary, foreseen or unforeseen, ~~the Concessionaire shall~~then:

(i) the Concessionaire shall give the University notice thereof promptly after the Concessionaire receives actual notice of such casualty and shall undertake such steps as reasonably necessary to address any Emergency caused thereby;

(ii) the Concessionaire shall, within thirty (30) Days after such casualty, provide to the University (A) its determination as to whether such casualty is (1) a Concessionaire Retained Casualty, (2) a State Risk Retained Casualty or (3) a University Retained Casualty and (B) its reasonable, good faith estimate based on a report provided by a licensed general contractor, architect, or engineer of the estimated cost of repairs, alterations, restorations, replacement and building to restore the part of the Utility System damaged or destroyed as a result of such casualty to its pre-loss condition, including (w) quotations and estimates from third party Contractors, (x) the timeframe for completion of the Restoration, (y) for a State Risk Retained Casualty or a University Retained Casualty only, any profit projected to be earned by the Operator or any other Contractor of the University, the Concessionaire, or the Operator that is responsible for such Restoration in whole or in part (i.e., such amount that will be earned by the Operator or any other Contractors in excess of the amount necessary for the Operator or applicable Contractor to pay for the Restoration, including payroll, materials, and other similar expenses), and (z) the impact on Utility System Operations of not performing such Restoration (the "Casualty Cost" and such estimates, the "Casualty Cost Estimate"); provided that, to the extent that the University disagrees with the Concessionaire's assessment of the type of casualty in accordance with clause (A) above or the Casualty Cost Estimate (with respect to a University Retained Casualty only), the University shall provide the Concessionaire with notice thereof within thirty (30) Days after its receipt of the Casualty Cost Estimate (or such longer time as determined by State Risk, notice of which longer timeframe shall be provided to the Concessionaire) and provided further that the Parties acknowledge that State Risk's determination of whether a casualty is a State Risk Retained Casualty shall be binding on both Parties;

(iii) to the extent that the University disputes either the Casualty Cost Estimate or the classification of such casualty, in each case, in accordance with Section 13.4(a)(ii), then the University and the Concessionaire shall

resolve such disagreement in accordance with Article 18, provided that if the University does not Approve the Casualty Cost Estimate for a University Retained Casualty, rather than submit a dispute to the process described in Article 18, the University may perform, or cause a Contractor to perform, the Restoration for such University Retained Casualty. In such instance, the Concessionaire shall reasonably cooperate with the University and Contractor in connection therewith, including by providing access to the Utility System where reasonably necessary and, when such Restoration is complete, accept that restored portion as part of the Utility System in the same manner and subject to the same rights and obligations as if it were an Ongoing Utility System Project, except that, for the avoidance of doubt, (A) there shall be no Uncapped O&M Costs associated therewith if such Restoration is a like for like replacement without modification of the applicable Uninsured Utility System Property, (B) the Concessionaire shall not be entitled to include any costs incurred in connection with its obligations hereunder as a Capped O&M Cost or an Uncapped O&M Cost and shall not otherwise be entitled for reimbursement or payment from the University, and (C) the University shall either (1) assign to the Concessionaire a warranty for any defects in such Restoration that covers at least twelve (12) months after substantial completion thereof or (2) consider as a Delay Event any defect in such Restoration to the extent the Concessionaire provides notice thereof within twelve (12) months after completion of such Restoration and such defect is not caused by the use thereof by the Concessionaire or the Operator in a manner inconsistent with manufacturer recommendations or requirements;

(iv) within thirty (30) Days after delivery of the Casualty Cost Estimate, the University may also require that the Casualty Cost include modifications, including as to location or configuration, as directed by the University, provided (1) such modifications shall not materially and adversely affect the Concessionaire's ability to perform the Utility System Operations once completed and (2) any such modifications shall not increase the portion of the Casualty Cost Estimate borne by the Concessionaire unless such modifications are (A) approved in writing by the party other than the Concessionaire or the Operator responsible for its payment (State Risk or the University) or (B) treated as a Capital Improvement; and

(v) in the event that the Concessionaire's initial classification of a casualty is later changed pursuant to this Section 13.4(a) for any reason or upon mutual agreement of the Parties, the terms of this Section 13.4 shall apply to such newly classified casualty as if such casualty occurred on the date of such reclassification, except for with respect to the Casualty Cost Estimate thereof and the determination of when a Delay Event occurred.

(b) *Restoration Obligations of Concessionaire*. Following Approval of the Casualty Cost Estimate by the University, the Concessionaire shall:

(i) If the casualty is a Concessionaire Retained Casualty, the Concessionaire shall:

(~~ii~~A) at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the ~~estimated cost of repairs, alterations, restorations, replacement and rebuilding (the "~~Casualty Cost~~")~~ Estimate, which for the avoidance of doubt shall not be included in the Utility Fee, proceed diligently to repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty or with such modifications, including as to location or configuration, as directed by the University ~~provided such modifications shall not materially and adversely affect the Concessionaire's ability to perform the Utility System Operations once completed and such cost shall be included in the Casualty Costs~~ (any such activity being a "Restoration")~~; and~~, provided that if there is an increase in Casualty Cost as a result of such University-directed modifications, the cost difference shall be the responsibility of, and reimbursed by, the University as either a Capital Improvement or as Uncapped O&M Costs; and

(~~iii~~B) deposit all insurance proceeds received by the Concessionaire in connection with any Restoration with the Depositary selected by the University ~~pursuant to Section 13.4(b)~~; provided, however, that if at any time the Casualty Cost exceeds the net insurance proceeds actually deposited with the Depositary, then the Concessionaire shall also deposit with the Depositary such cash as is sufficient to cover the difference between the Casualty Cost and the net insurance proceeds deposited pursuant to this Section 13.4~~(a)(iii) and Section 13.4(b) (the "Restoration Shortfall Amount")~~, except to the extent such difference is caused by the negligence or willful misconduct of, or violation of applicable Law by, the University or is the result of any modifications made by the University pursuant to Section 13.4(a)(ii) in which case the University shall be responsible to make such deposit (collectively, with any interest earned thereon, the "Restoration Funds").

(ii) If the casualty is a State Risk Retained Casualty:

(A) The Concessionaire shall reasonably assist the University, as requested by the University, in the University's presentation (and the preparation thereof) of the Casualty Cost Estimate to State Risk for State Risk's review and approval, including by providing such additional information related to the Casualty Cost Estimate as requested by the University, provided that if State Risk initially rejects such Casualty Cost Estimate and State Risk agrees that the University may revise its submission, the Concessionaire will reasonably cooperate with the University to submit a revised Casualty Cost Estimate until such time as the Casualty Cost Estimate is approved by State Risk or until such time as the claim is rejected by State Risk, provided that, for the avoidance of

doubt, if State Risk or State Risk's insurer reject any claim with respect to a State Risk Retained Casualty or State Risk determines that it is unwilling to submit a claim to State Risk's insurer related to a State Risk Retained Casualty (but the casualty affects the portion of the Utility System that is an insured asset under State Risk's insurance policy), then the Concessionaire shall be responsible for the costs of such Restoration and such casualty shall not become a University Retained Casualty, which for the avoidance of doubt shall not be included in the Utility Fee. In the event that any claim is either not submitted or rejected by State Risk or State Risk's insurer, as applicable, the University shall use reasonable efforts, at no cost to the University, to provide the Concessionaire with the rationale for such decision by State Risk or State Risk's insurer, provided that the University shall not be required to take any action that it reasonably and in good faith believes will harm its relationship with State Risk;

(B) The Concessionaire acknowledges that State Risk has the right to designate the Contractor that will perform any Restoration with respect to a State Risk Retained Casualty. If the Operator or any Contractor of the Concessionaire or the Operator is not selected to perform such Restoration, the Concessionaire agrees to reasonably cooperate with such Contractor and shall have the same rights and obligations with respect to such Restoration as it does with respect to an Ongoing Utility System Project. Without limiting the Concessionaire's right to request additional funds under Section 13.4(b)(ii)(D) (but acknowledging the Concessionaire has no unilateral right thereto), if the Operator or any Contractor of the Concessionaire or the Operator is selected to perform such Restoration, the Concessionaire shall cause such Restoration to be performed and completed with diligence regardless of the amount of insurance proceeds received from State Risk (including any additional funds provided pursuant to Section 13.4(b)(ii)(D)), which for the avoidance of doubt shall not be included in the Utility Fee;

(C) Once the Casualty Cost Estimate for the State Risk Retained Casualty is approved by State Risk (or earlier as required by State Risk), the Concessionaire shall pay the deductible required by State Risk for a State Risk Retained Casualty which, as of the date of execution of this Agreement does not exceed $10,000;

(D) In the event that the University receives funds from State Risk in connection with a State Risk Retained Casualty and the Operator or any Contractor or the Concessionaire or the Operator is responsible for the Restoration, the University shall use those funds to pay the Concessionaire within thirty (30) Days after the later of (x) receipt of said funds from State Risk and (y) receipt by the University from the Concessionaire or the Operator of payment instructions for such funds, and in all instances such payment shall only occur after the deductible required by State Risk

has been paid by the Concessionaire, provided that, to the extent the cost of the Restoration exceeds the amount State Risk provides therefor, the Concessionaire shall be liable to fund such overage, which may not be recovered as part of the Utility Fee. If, prior to final adjustment of the claim, the Concessionaire determines in good faith that the Casualty Cost Estimate is less than the cost estimated to perform the Restoration and the Operator or a Contractor of the Concessionaire or the Operator is responsible for the Restoration, then the Concessionaire may submit an additional Casualty Cost Estimate during the claims adjustment period and request that the University request an increase in funds based on the additional Casualty Cost Estimate from State Risk, which is subject to approval of State Risk and the University makes no representation, warranty or guaranty that State Risk will agree to such increase, and if State Risk does not approve such increase, then the Concessionaire shall bear such additional cost in accordance herewith. The Concessionaire acknowledges and agrees that neither State Risk nor any insurer of State Risk shall waive any rights of subrogation either may have and that the Concessionaire shall not be an additional insured under any insurance policy held by State Risk.

(iii) If the casualty is a University Retained Casualty:

(A) The Concessionaire shall be responsible for the Restoration Funds up to the amount of the Maximum Retained Risk Payment and shall fund the same pursuant to Section 13.4(b)(iii)(B), and the Concessionaire shall proceed diligently to complete a Restoration for such casualty subject to Section 13.4(c); and

(B) The Concessionaire shall first fund the Restoration out of its own funds up to the amount of the Maximum Retained Risk Payment. Within five (5) Business Days after Approval of the Casualty Cost Estimate by the University, the Concessionaire will deposit the lesser of the (i) Casualty Cost Estimate and the (ii) Maximum Retained Risk Payment with a Depositary. The Concessionaire shall provide the University with reasonable evidence of payment of such amount and the Restoration costs to which it was applied, which must be in strict accordance with the Casualty Cost Estimate. Notwithstanding the foregoing, to the extent that the Concessionaire provides evidence reasonably acceptable to the University of the Concessionaire's ability to fund the lesser of the (i) Casualty Cost Estimate and the (ii) Maximum Retained Risk Payment and the availability of such funds, the Concessionaire in each such case shall not be required to deposit such amount with the Depositary, but may instead fund the same itself and shall provide the University with notice thereof. If the Concessionaire reasonably determines that the Casualty Cost will exceed the Casualty Costs identified in the Casualty Cost Estimate, then the Concessionaire shall promptly notify the University but unless Approved by the University, the excess shall be borne by the

Concessionaire and shall not be reimbursable as Uncapped O&M Costs or as part of the Utility Fee. Following exhaustion of the Maximum Retained Risk Payment if the Casualty Costs were in excess of the Maximum Retained Risk Payment, the University shall pay to the Concessionaire the remaining costs of the Restoration up to the Casualty Cost Estimate as follows: (1) either the University shall pay the Concessionaire on a monthly basis such remaining Restoration costs in accordance with Section 13.4(d); or (2) over twenty (20) years, payable on a semi-annual basis starting at the beginning of the Fiscal Year immediately following completion of such Restoration, which shall be paid in equal semi-annual installments, provided that, in addition to each annual payment, the University shall pay an interest charge equal to the Cost of Debt Factor (as defined in Schedule 5) that will accrue on the annual installments not yet paid (the "Long-Term Restoration Payment Plan"). The determination of the timing of payment shall be made by the University, in its sole discretion, at the time it approves the Casualty Cost Estimate. If the University elects the Long-Term Restoration Plan, the Concessionaire shall, within 30 Business Days after receipt of Notice of such election, either: (x) deposit with the Depositary the full Casualty Costs identified in the Casualty Cost Estimate; or (y) provide to the University a performance bond or a letter of credit, in either case in the amount of the full Casualty Costs identified in the Casualty Cost Estimate and in a form reasonably acceptable to the University, provided that, for the avoidance of doubt, the election by the Concession of either of the preceding clauses (x) or (y) shall not modify or alter the Concessionaire's ultimate obligations and liabilities as it relates to Casualty Costs and completion of any Restoration as set forth herein. The Concessionaire acknowledges and agrees that, notwithstanding any payment of Restoration Funds in excess of the Maximum Retained Risk Payment by the University in connection with a University Retained Casualty, the University shall not waive any rights it has under this Agreement to make a claim against the Concessionaire or the Operator for negligence or breach or any other claim hereunder.

(c) *Rights of the University*. Any Restoration undertaken pursuant to this Section 13.4 shall be undertaken in accordance with and subject to the terms of this Agreement. Prior to the commencement of Restoration work for a State Risk Retained Casualty or a University Retained Casualty, the Concessionaire shall submit to the University for Approval by the University the plans for the Restoration work consistent with the Approved Casualty Cost Estimate and such work shall not be undertaken unless the plans for such work have been Approved by the University (and State Risk, where applicable) in writing. For the avoidance of doubt, and notwithstanding any direction by the University to modify the location or configuration of the Utility System ~~pursuant to Section 13.4(a)(ii), the~~as part of the University's Approval of the Casualty Cost

Estimate, no cost incurred in connection with a Restoration ~~Shortfall Amount~~ shall ~~not~~ be considered a New Approved Capital Improvement Cost.

~~(b)~~ ~~*Rights of University.* If (i)~~ If (i) the Concessionaire shall fail to provide the Casualty Cost Estimate in the required timeframe and such failure is not due to a cause outside of Concessionaire's control, (ii) the Concessionaire shall fail or neglect to commence the diligent Restoration of the Utility System or the portion thereof so damaged or destroyed, (~~ii~~iii) having so commenced such Restoration, the Concessionaire shall fail to diligently complete the same in accordance with the terms of this Agreement, or (~~iii)~~ iv) this Agreement expires or is terminated in accordance with the terms of this Agreement prior to the completion of any such Restoration by the Concessionaire, ~~this Agreement shall expire or be terminated in accordance with the terms of this Agreement,~~ the University may, but shall not be required to, complete such Restoration at the Concessionaire's expense (to the extent the Concessionaire would otherwise be responsible therefor) and shall be entitled to be paid out of the Restoration Funds, but such payment shall not limit the Concessionaire's obligation to pay the University's reasonable Restoration expenses, less amounts received by the University from such Restoration Funds. In any case where this Agreement shall expire or be terminated prior to the completion of the Restoration, the Concessionaire shall (x) account to the University for all amounts spent in connection with any Restoration which was undertaken, (y) pay over or cause the Depositary to pay over to the University within 30 Days after demand therefor, the remainder, if any, of the Restoration Funds received by the Concessionaire prior to such termination or cancellation, and (z) pay over or cause the Depositary to pay over to the University, for allocation to the University, within 30 Days after receipt thereof, any Restoration Funds received by the Concessionaire or the Depositary subsequent to such termination or cancellation. The Concessionaire's obligations under this Section 13.4(~~b~~c) shall survive the expiration or termination of this Agreement.

(~~c~~d) *Payment of Restoration Funds to Concessionaire (Other than State Risk).* Subject to the satisfaction by the Concessionaire of all of the terms and conditions of this Section 13.4, the Depositary (in the case of a Concessionaire Retained Casualty or deposit of Restoration Funds up to the Maximum Retained Risk Payment, if applicable) or the University (in the case of a University Retained Casualty less any Maximum Retained Risk Payment, if applicable) shall pay to the Concessionaire ~~from time to time~~within thirty (30) Days of receipt of Concessionaire's invoice, any Restoration Funds, but, in the case of a Concessionaire Retained Casualty, not more than the amount actually collected by the Depositary upon the loss or, in the case of a University Retained Casualty, the amount set forth in the Casualty Cost Estimate plus any Maximum Retained Risk Payment actually collected by the Depositary (unless an overage is approved by the University), together with any interest earned thereon, after reimbursing itself therefrom, as well as the University, to the extent, if any, of the reasonable expenses paid or incurred by the Depositary and the University in

the collection of such monies, to be utilized by the Concessionaire solely for the Restoration, such payments to be made as follows:

~~(i) prior to commencing any Restoration, the Concessionaire shall furnish the University with an estimate of the cost of such Restoration, prepared by an architect or engineer;~~

(~~ii~~i) the Restoration Funds shall be paid to the Concessionaire in installments as the Restoration progresses, subject to Section 13.4(~~c~~d)(iii), based upon requisitions to be submitted by the Concessionaire to the Depositary (if applicable) and the University in compliance with Section 13.4(~~d~~e), showing the cost of labor and materials purchased for incorporation in the Restoration, or incorporated therein since the previous requisition, and due and payable or paid by the Concessionaire; provided, however, that if any lien (other than a Permitted Concessionaire Encumbrance) is filed against the Utility System or any part thereof in connection with the Restoration, the Concessionaire shall not be entitled to receive any further installment until such lien is satisfied or discharged (by bonding or otherwise); provided further that notwithstanding the foregoing, but subject to the provisions of Section 13.4(~~c~~d)(iii), the existence of any such lien shall not preclude the Concessionaire from receiving any installment of Restoration Funds so long as such lien will be discharged with funds from such installment and at the time the Concessionaire receives such installment the Concessionaire delivers to the University and the Depositary (if applicable) a release of such lien executed by the lienholder or and in recordable form;

(~~iii~~ii) the amount of any installment to be paid to the Concessionaire shall be the amount of Restoration Funds incurred by the Concessionaire in connection therewith, less 10% of such amount as a retainage (which 10% retainage shall be (i) ~~be~~ reserved without duplication of any retainage reserved by the Concessionaire under its contracts for the Restoration work and (ii) ~~shall be~~ released to the Concessionaire upon completion of the Restoration work), except that such retainage shall not include any amounts for architects' or engineers' fees or permitting or other governmental fees in connection with the Restoration or with respect to each Contractor upon the final completion of each such Contractor's respective work, provided that the unapplied portion of the funds held by the Depositary or the University, as applicable, to be used for the Restoration are sufficient to complete the Restoration; provided, however, that all disbursements to the Concessionaire shall be made based upon an architect's or engineer's certificate for payment in accordance with industry standards, and disbursements may be made for advance deposits for materials and Contractors to the extent that such disbursements are customary in the industry and provided that the unapplied portion of the

funds held by the Depositary or the University, as applicable, to be used for the Restoration are sufficient to complete the Restoration; and

(~~iv~~iii) except as provided in Section 13.4(~~b~~c), upon completion of and payment for the Restoration by the Concessionaire, the Depositary or University, as applicable, shall pay the balance of the Restoration Funds, if any, to the Concessionaire; provided, however, that if, in the case of a Concessionaire Retained Casualty the insurance proceeds are insufficient to pay for the Restoration (or if there shall be no insurance proceeds) or in the case of a State Risk Retained Casualty or University Retained Casualty, the proceeds available from the University or State Risk pursuant to the preceding paragraphs are less than the final Casualty Cost, the Concessionaire shall nevertheless be required to ~~make~~complete the Restoration, provided the deficiency in funds necessary to complete the Restoration ~~is provided in accordance with~~shall be provided by the Concessionaire, except to the extent of the University's responsibility under Section 13.4(~~a~~b)(~~iii~~i)(B).

For the avoidance of doubt, the costs incurred for Capital Improvements made as part of the Restoration shall not be considered Capital Improvement Costs for purposes of Schedule 5 or otherwise included in the calculation of the Utility Fee unless Approved by the University.

(~~d~~e) *Conditions of Payment.* The following shall be conditions precedent to each payment made to the Concessionaire as provided in Section 13.4(~~c~~d):

(i) at the time of making such payment, no Concessionaire Default exists, except if such Concessionaire Default is the result of the damage or destruction for which such payment is being made; and

(ii) the Restoration shall be carried out under the supervision of the architect or engineer, and there shall be submitted to the Depositary (if applicable) and the University the certificate of the architect or engineer (or other evidence reasonably satisfactory to the University) stating that (A) the materials and other items which are the subject of the requisition have been delivered to the Utility System ~~(except with respect to requisitions for advance deposits permitted under Section 13.4(c)(iii))~~, free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's liens or other Encumbrances have been claimed, except for any mechanic's lien for claims that will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (provided that a release of such lien is delivered to the Depositary in accordance with Section 13.4(~~c~~d)(ii)), or insured over by title insurance reasonably acceptable to the University, (B) the sum then requested to be withdrawn either has been paid by the Concessionaire or is due and payable to Contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the

work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (C) no part of such expenditures has been made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Restoration Funds or has been made out of the Restoration Funds received by the Concessionaire, (D) the sum then requested does not exceed the value of the services and materials described in the certificate, (E) the work relating to such requisition has been performed in accordance with this Agreement, (F) the balance of the Restoration Funds held by the Depositary or by the University, as applicable, to be used for the Restoration will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion, and (G) in the case of the final payment to the Concessionaire, the Restoration has been completed in accordance with this Agreement.

(ef) *Payment and Performance Bonds*. If the Concessionaire obtains payment or performance bonds related to a Restoration (which the Concessionaire may or may not obtain in its discretion), the Concessionaire shall name the State of Idaho, the University, their agents, officials, and employees, the Concessionaire and the Leasehold Mortgagee, as their interests may appear as additional obligees, and shall deliver copies of any such bonds to the University promptly upon obtaining them. The claims of any such additional obligee with respect to such payment of performance bonds shall rank pari passu in priority with the claims of all other additional obligees.

(fg) *Benefit of University*. The requirements of this Section 13.4 are for the benefit only of the University, and no Contractor or other Person shall have or acquire any claim against the University as a result of any failure of the University actually to undertake or complete any Restoration as provided in this Section 13.4 or to obtain the evidence, certifications and other documentation provided for herein.

(gh) *Investment of Restoration Funds*. Restoration Funds deposited with a Depositary shall be invested and reinvested in Eligible Investments at the direction of the Concessionaire, and all interest earned on such investments shall be added to the Restoration Funds.

(hi) *Lien of Leasehold Mortgage*. Any Restoration Funds not used for the Restoration shall be subject to the lien of the applicable Leasehold Mortgage, but only after such Restoration is complete.

(~~i~~j) *Personal Property*. The Concessionaire shall be responsible for all loss or damage to personal property (including materials, fixtures/contents, equipment, tools and supplies) of the Concessionaire unless caused by the University.

(k) *Effectiveness*. Notwithstanding the date of execution of this Agreement, the Parties agree that, to the extent any casualty occurs from and after the date of the execution of this Agreement, this Section 13.4 shall apply with respect to the costs and restoration thereof, provided that, prior to the date of execution of this Agreement and with respect to any Uninsured Utility System Property, the Concessionaire shall be liable for the full Restoration costs associated with any casualty affecting such Uninsured Utility System Property that occurred prior to the date of execution of this Agreement and shall continue to be liable for such costs after the date of execution of this Agreement until the Concessionaire pays to the University the University Retained Risk Annual Payment (or a prorated amount, if applicable).

Section 13.5. Additional University Requirements.

(a) The Concessionaire shall submit, at the Concessionaire's cost and expense, all design documents for proposed Capital Improvements to the Utility System to the standard University design and construction review process, including, but not limited to submitting documents to the University of Idaho Facilities Department, c/o the Director of Architecture and Engineering Services and the University's property insurance carrier for a plan review.

(b) The Concessionaire shall cooperate and participate, at the Concessionaire's cost and expense, in any and all Utility System Land visits or site inspections by or for any University insurance carrier.

ARTICLE 14
ADVERSE ACTIONS

Section 14.1. Adverse Action.

(a) An "Adverse Action" shall occur if the City of Moscow, Idaho, the County of Latah, Idaho, the State of Idaho, or any agency, political division or unit or commission thereof, or the University, at any time during the Term, takes any action or actions and the effect of such action or actions, individually or in the aggregate, is reasonably expected (i) to be principally borne by the Concessionaire or by private sector utility concessionaires at universities and other public institutions in Idaho, including the Concessionaire, and, in either case, not by other Persons and (ii) to have a material adverse effect on the fair market value of the Concessionaire Interest (whether as a result of a decrease in the Utility Fee or other revenues, increased expenses that cannot be recovered pursuant to this Agreement, or both), except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of the Adverse Action) or such action

is otherwise permitted under this Agreement; provided, however, that none of the following shall be an Adverse Action: (A) the development, redevelopment, construction, modification or change in the operation of any existing or new utility facility (other than any Utility Facility) or utility (including a new source of energy or power) (other than the Utilities) whether or not it results in the reduction of the Variable Fee Component over time, (B) the imposition of a state or local Tax of general application or federal Tax or an increase in state or local Taxes of general application or federal Taxes, and (C) any action of the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission, or their respective successors, that subjects the Concessionaire to such agency's regulatory jurisdiction due solely to the Utility System Operations performed in accordance with this Agreement.

(b) If an Adverse Action occurs, the Concessionaire may elect, subject to Section 14.2 and Section 14.3, to either (i) be paid by the University the Concession Compensation with respect thereto (such Concession Compensation, the "AA-Compensation") or (ii) terminate this Agreement and be paid by the University the Termination Damages, in either case by giving notice in the manner described in Section 14.1(c).

(c) If an Adverse Action occurs, the Concessionaire shall give written notice (the "AA-Preliminary Notice") to the University within 30 Days following the date on which the Concessionaire first became aware of the Adverse Action stating that an Adverse Action has occurred. Within 180 Days following the date of delivery of the AA-Preliminary Notice, the Concessionaire shall give the University another notice (the "AA-Notice") setting forth (i) the details of the effect of the occurrence that is principally borne by the Concessionaire, (ii) details of the material adverse effect of the said occurrence on the fair market value of the Concessionaire Interest, (iii) a statement as to which right in Section 14.1(b) the Concessionaire elects to exercise, and (iv) if the Concessionaire elects to exercise the right to AA-Compensation under Section 14.1(b), the amount claimed as AA-Compensation and details of the calculation thereof. The University shall, after receipt of the AA-Notice, be entitled by notice delivered to the Concessionaire no later than 30 Days following the date of receipt of the AA-Notice, to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of an Adverse Action or the amount of AA-Compensation, if any, claimed in the AA-Notice, the University shall give written notice of dispute (the "AA-Dispute Notice") to the Concessionaire within 30 Days following the date of receipt of the AA-Notice stating in reasonable detail the grounds for such dispute. If neither the AA-Notice nor the AA-Dispute Notice has been withdrawn within 30 Days following the date of receipt of the AA-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18.

(d) If the Concessionaire has elected to exercise its right to AA-Compensation pursuant to Section 14.1(b), the University shall pay such AA-Compensation as Concession Compensation in accordance with Article 15.

(e) Payment of the entire sum of the Termination Damages or the AA-Compensation, as the case may be, by the University to the Concessionaire, shall constitute full and final satisfaction of all amounts that may be claimed by the Concessionaire for and in respect of the occurrence of an Adverse Action, as the case may be, and, upon such payment, the University shall be released and forever discharged by the Concessionaire from any and all liability in respect of such Adverse Action, except if the Concessionaire elects to be paid AA-Compensation and the effect of the applicable Adverse Action continues to be borne after the Compensation Calculation Measuring Period in which it took place, in which case, the Concessionaire may make a claim for AA-Compensation in subsequent Compensation Calculation Measuring Periods to the extent the Concessionaire is affected by such Adverse Action in such Compensation Calculation Measuring Period, but the Concessionaire may not change its election to receive AA-Compensation with respect to such Adverse Action.

Section 14.2. Termination.

(a) If the Concessionaire has elected to exercise its right to terminate this Agreement in connection with an Adverse Action pursuant to Section 14.1(b), then this Agreement, subject to Section 14.3, shall terminate 60 Days following the date of receipt of the AA-Notice by the University, and the University shall pay an amount equal to the aggregate of (i) the Utility System Concession Value as of the date of such termination (which shall be determined as if no Adverse Action has occurred), *plus* (ii) without duplication, the out-of-pocket and documented costs and expenses incurred by the Concessionaire (which costs and expenses shall include reasonable payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement) or the Operator as a result of such termination, *plus* (iii) the Concession Compensation calculated for the period between the date of the Adverse Action and the date of termination, *less* (iv) any insurance or condemnation proceeds received by the Concessionaire in respect of all or any portion of the Utility System as a result of such Adverse Action (collectively, the "Termination Damages"), together with any Taxes payable by the Concessionaire on such Termination Damages that exceed the Taxes the Concessionaire would have paid on future receipts of the Utility Fee if the Termination had not occurred (using the Tax rates in effect when the Termination Damages would be payable) and using the same assumptions for the calculation of the amount of such future receipts as are used in the calculation of Termination Damages, to the Concessionaire on the Reversion Date or, if the Termination Damages are determined on a date subsequent to the Reversion Date, then not later than 60 Days following the date of determination of the Termination Damages; provided that, subject to the right of the Concessionaire

to receive interest at the Bank Rate on the payment owed by the University from the date of receipt of the AA-Dispute Notice to the date on which payment is made, the University may defer any such payment for an additional 120 Days in the University's discretion; provided, however, that any amounts received by the Concessionaire or any Leasehold Mortgagee from any insurance policies payable as a result of damage or destruction to the Utility System that has not been remedied prior to the Reversion Date, shall, to the extent not used to remedy such effects, be deducted from the amount payable by the University to the Concessionaire, so long as the University has not received any such amounts pursuant to Section 13.4.

(b) Any dispute arising out of the determination of the Termination Damages shall be submitted to the dispute resolution procedure in Article 18.

(c) This Agreement shall not terminate pursuant to Section 14.2(a) unless the Concessionaire has first obtained and delivered to the University the written consent of the Leasehold Mortgagee to such termination.

Section 14.3. Right of the University to Remedy. If the University wishes to remedy the occurrence of an Adverse Action (other than an Adverse Action by the University that constitutes a breach of this Agreement, to which this Section 14.3 shall have no application without the written consent of the Concessionaire), including by reimbursing the Concessionaire such funds as are necessary to compensate the Concessionaire for the material adverse economic effect on the Concessionaire of such Adverse Action, the University shall give written notice thereof to the Concessionaire within 30 Days following the date of receipt of the AA-Notice. If the University gives such notice it must remedy the applicable Adverse Action within 120 Days following the date of receipt of the AA-Notice or, if a AA-Dispute Notice has been given, within 120 Days following the final determination pursuant to Article 18 that an Adverse Action occurred; provided, however, that in the event of a remedy involving payment of funds to the Concessionaire, the University shall be deemed to have remedied the applicable Adverse Action as of the date that the University provides a written commitment to the Concessionaire to pay such funds from time to time as are necessary to compensate the Concessionaire as it is financially adversely affected by the applicable Adverse Action from time to time. If the University elects to remedy the occurrence of an Adverse Action within the applicable period of time, the right of the Concessionaire shall be limited to a claim for AA-Compensation with respect to such Adverse Action.

Section 14.4. Other Actions by Governmental Authorities. In the event that any Governmental Authority proposes to take any action at any time during the Term (including enacting any Law) and the effect of such action is reasonably expected (i) to be principally borne by the Concessionaire or by private sector utility concessionaires at universities and other public institutions in Idaho, including the Concessionaire (and not by others) and (ii) to have a Material Adverse Effect, except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of an Adverse Action or such action by any such Governmental Authority), then at the request of the Concessionaire, the University shall use its reasonable efforts to oppose and challenge such action by any such Governmental Authority; provided, however, that all reasonable

out-of-pocket costs and expenses incurred by the University in connection with such opposition or challenge shall be borne by the Concessionaire.

Section 14.5. Regulatory Filings. The Parties acknowledge and agree that they share a common interest in any regulatory proceedings that involve the Utility System Operations. Consistent therewith, the Parties agree that, to the extent that the Concessionaire or the University is required to make any regulatory filing or submission with respect to a tariff or rate for the Utility System or the Utility Fee, the Concessionaire and the University shall reasonably cooperate in connection with such required filing or submission and shall, collectively, only make one filing or submission with the applicable regulatory agency. Such cooperation shall include appearing at, and participating in, any regulatory proceeding at the request of the other Party. The Concessionaire and the University shall also reasonably cooperate with respect to any required regulatory filings or submissions not involving a tariff or rate for the Utility System or the Utility Fee, to the extent practicable.

ARTICLE 15
DELAY EVENTS; CONCESSION COMPENSATION AND KPI COMPENSATION

Section 15.1. Delay Events.

(a) If the Concessionaire is affected by a Delay Event, it shall give written notice as soon as practicable but in no event later than 10 Business Days following the date on which it first became aware of the effect of such Delay Event on the Concessionaire (provided that in the case of such Delay Event being a continuing cause of delay, only one notice shall be necessary), which notice shall include (i) a statement of which Delay Event the claim is based upon, (ii) details of the circumstances from which the delay arises, and (iii) an estimate of the delay in the performance of obligations under this Agreement attributable to such Delay Event and information in support thereof, if known at that time. The University shall, after receipt of any such notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary.

(b) The Concessionaire shall notify the University within 5 Business Days following the date on which it first became aware that a Delay Event has ceased.

(c) Subject to the Concessionaire giving the notice required in Section 15.1(a), a Delay Event shall excuse the Concessionaire from whatever performance is prevented by the Delay Event referred to in such notice and, to the extent applicable, for such appropriate number of Days as the University and the Concessionaire jointly determine, each acting reasonably. If the University and the Concessionaire cannot agree upon the period of extension, then either Party shall be entitled to refer the matter to the dispute resolution procedure in Article 18. This Section 15.1(c) shall not excuse the Concessionaire from the performance and observance under this Agreement of all obligations and covenants not affected by the Delay Event. While a Delay Event is occurring, the Utility Fee shall be reduced by an amount equal to the Utility Fee multiplied

by the percentage of the Utility System that is inoperable as a result of the Delay Event, as determined by the University in its reasonable discretion (as determined by the reduction in delivery capacity as compared to the delivery capacity immediately preceding such Delay Event), provided that such Delay Event shall be deemed a Compensation Event. Notwithstanding the occurrence of a Delay Event, the Concessionaire shall continue its performance and observance under this Agreement of all of its obligations and covenants to the extent that it is reasonably able to do so and shall use its reasonable efforts to minimize the effect and duration of the Delay Event. Nothing herein shall permit or excuse noncompliance with a change to applicable Laws.

(d) Except as provided in the immediately following sentence, (i) if a Delay Event occurs that has the effect of causing physical damage or destruction to a material part of the Utility System that results in the Utility System being substantially unavailable for the provision of Utility Services and such effect continues for a period in excess of 120 continuous Days or 120 non-continuous Days within a 360-Day period and has a Material Adverse Effect, for which the Concessionaire is not made whole through Concession Compensation, or (ii) if insurance policies payable (or that should have been payable but for the breach of an obligation to take out and maintain such insurance policy by the Concessionaire), condemnation or other similar proceeds are insufficient to restore the Concessionaire to the same economic position as it would have been in the absence of such event and the Concessionaire is not otherwise made whole through Concession Compensation, then, notwithstanding Section 2.1, in either case, the Concessionaire shall have the right, but not the obligation, by written notice to the University within 30 Days after the Delay Event Remedy is permitted to be elected, to extend the Term for a period that would be sufficient to compensate the Concessionaire and restore it to the same economic position as it would have been in had such Delay Event not occurred (a "Delay Event Remedy"); provided, however, in no event shall the Term be extended if such extension is prohibited by Law or if the extended Term, when taking into account such extension, would subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law. If the Concessionaire elects to exercise the right to the Delay Event Remedy but such exercise is prohibited by Law or would subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law, (i) the Delay Event Remedy shall be modified such that the Term is extended only for such period as would not cause exercise of the Delay Event Remedy to be prohibited by Law or to subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law, and (ii) the relevant Delay Event shall be a Compensation Event to the extent necessary to compensate the Concessionaire and restore it to the same economic position as it would have been in, absent the modification to the Delay Event Remedy pursuant to clause (i) of this sentence.

(e) If the Concessionaire elects to exercise the right to the Delay Event Remedy, within 5 Business Days following the date on which the Concessionaire first

became aware of its right to the Delay Event Remedy pursuant to Section 15.1(d)(i) or Section 15.1(d)(ii), the Concessionaire shall give written notice (a "Delay Event Remedy Notice") to the University setting forth (i) the details of the relevant Delay Event and its effect on either causing physical damage or destruction to the Utility System that results in the Utility System being substantially unavailable for the provision of Utility Services, (ii) the amount claimed to be required to restore the Concessionaire to the same economic position as it would have been in had such Delay Event not occurred (including the details of the calculation thereof), and (iii) the details of the relationship between such amount and the Concessionaire's proposed extension of the Term. The University shall, after receipt of the Delay Event Remedy Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of a Delay Event or the Delay Event Remedy claimed in the Delay Event Remedy Notice, the University shall give written notice to dispute (the "Delay Event Remedy Dispute Notice") to the Concessionaire within 30 Days following the date of receipt of the Delay Event Remedy Notice stating the grounds for such dispute, and if neither the Delay Event Remedy Notice nor the Delay Event Remedy Dispute Notice has been withdrawn within 30 Days following the date of receipt of the Delay Event Remedy Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18. For the avoidance of doubt, if the conditions set forth in Section 15.1(d)(i) and Section 15.1(d)(ii) occur with respect to the same Delay Event, the Concessionaire may have 2 opportunities to provide a Delay Event Remedy Notice.

Section 15.2. Notice of Compensation Events and KPI Events. Except as provided elsewhere in this Agreement, if a Compensation Event occurs, the Concessionaire shall give written notice to the University within 45 Days following the date on which the Concessionaire first became aware of the Compensation Event stating that a Compensation Event has occurred. Except as provided elsewhere in this Agreement, if a KPI Event occurs, the University shall give written notice to the Concessionaire within 45 Days following the date on which the University first became aware of the KPI Event stating that a KPI Event has occurred.

Section 15.3. Payments of Concession Compensation and KPI Compensation.

(a) Within 30 Days after each Compensation Calculation Date, the Concessionaire shall send the University notice setting forth all Concession Compensation due for the immediately preceding Compensation Calculation Measuring Period, and the University shall send the Concessionaire notice setting forth all KPI Compensation due for the immediately preceding Compensation Calculation Measuring Period. Each such notice shall set forth: (i) the amount claimed and details of the calculation thereof; (ii) details of the Compensation Event(s), Adverse Action(s) and KPI Event(s), as applicable, as a result of which Concession Compensation and KPI Compensation, as applicable, is claimed therein, including an explanation of the reasons that such event(s) constitute Compensation Event(s), Adverse Action(s) and KPI Event(s), as applicable,

under the terms of this Agreement; and (iii) the amount claimed as Concession Compensation and KPI Compensation, as applicable, with respect to each such Compensation Event, Adverse Action and KPI Event, as applicable, and details of the calculation thereof.

(b) If either Party wishes to dispute the occurrence of any Compensation Event(s), Adverse Action(s) or KPI Event(s) set forth in the notices described in Section 15.3(a) or the amounts claimed thereunder, then such Party shall give written notice of dispute (the "Dispute Notice") to the other Party within 30 Days following the date of receipt of the relevant notice stating the grounds for such dispute. If the Dispute Notice has not been withdrawn or the dispute otherwise resolved by the Parties within 30 Days following the date of receipt of the Dispute Notice, the matter shall be submitted to the dispute resolution procedure set forth in Article 18.

(c) The University and the Concessionaire shall cooperate and assist in good faith in the determination of the Concession Compensation and KPI Compensation in accordance with this Section 15.3, including making available, to the extent reasonably necessary, books, records, work papers and personnel at such reasonable times as any Party shall request and permitting (at the expense of the requesting Party) the copying of any records or extracts thereof reasonably requested, subject to Section 3.12.

(d) The University shall have the right, prior to any payment of the Concession and KPI Compensation Balance, to include any Concession Compensation in the applicable Utility Fee as (i) a New Approved Capital Improvement if the Concession Compensation was incurred in connection with the construction of a Capital Improvement or (ii) an Uncapped O&M Cost payable over the next Fiscal Year in equal monthly installments.

(e) Following the final determination of the Concession Compensation and KPI Compensation, (i) if the Concession and KPI Compensation Balance is positive, then the University shall pay, within 90 Days of such final determination, to the Concessionaire, the Concession and KPI Compensation Balance or add such amount to the immediately succeeding payment of the Utility Fee in accordance with Section 15.3(d), if applicable or (ii) if the Concession and KPI Compensation Balance is negative, then the Concessionaire shall pay, within 90 Days of such final determination, to the University, the absolute amount of the Concession and KPI Compensation Balance or, with the University's consent, offset such amount against the immediately succeeding payment of the Utility Fee, if applicable.

(f) For the determination of the Concession and KPI Compensation Balance for the Compensation Calculation Date that is the End Date, the Concession Compensation shall also include all Unrecovered Balances as of the End Date, unless this Agreement is terminated as a result of a Concessionaire Default, in

which case no Unrecovered Balances shall be included in the Concession and KPI Compensation Balance.

Section 15.4. KPI Compensation. Other than the University's right to cause the Concessionaire to remove the Operator pursuant to Section 3.3(c), the payment of KPI Compensation by the Concessionaire shall constitute the Concessionaire's sole and exclusive liability and the University's sole and exclusive remedy for any KPI Event.

Section 15.5. Maximum Annual Amount of KPI Compensation. Notwithstanding anything to the contrary contained herein, the maximum amount of KPI Compensation for which the Concessionaire may be liable in any given Fiscal Year shall be the greater of (a) $3,178,326.84 and (b) 30% of the Utility Fee for that Fiscal Year; provided, any KPI Compensation in excess of such cap in any Fiscal Year for which the Concessionaire would otherwise be liable shall become due and owing in the subsequent Fiscal Year (but subject to the same cap in such Fiscal Year) until all such outstanding amounts are paid to the University and such deferred amounts shall accrue interest at a rate equal to the lesser of 20% per annum and the maximum interest rate permitted by Law. For the avoidance of doubt, the limitation on the maximum amount of KPI Compensation shall not limit the number of KPI Events that have occurred, including the determination of the number of KPI Events in a Fiscal Year for purposes of Section 3.3 or the determination of future KPI Compensation.

ARTICLE 16
DEFAULTS

Section 16.1. Default by the Concessionaire.

(a) *Events of Default*. The occurrence of any one or more of the following events during the Term shall constitute a "Concessionaire Default" under this Agreement:

(i) if the Concessionaire fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement other than a breach of the Performance Standards or a KPI Event, and such failure continues unremedied for a period of 90 Days following notice thereof (giving particulars of the failure in reasonable detail) from the University to the Concessionaire or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is, in fact, cured within such period of time;

(ii) if the Concessionaire fails to remedy any Transfer of this Agreement or all or any portion of the Concessionaire Interest in contravention of Article

17 within 10 Business Days following notice thereof from the University to the Concessionaire;

(iii) if the Concessionaire fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18, and such failure continues unremedied for a period of 30 Days following notice thereof from the University to the Concessionaire, or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is, in fact, cured within such period of time;

(iv) if the Concessionaire (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 11 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the Concessionaire files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Utility System or any interest therein, or (D) takes any corporate action in furtherance of any action described in this Section 16.1(a)(iv);

(v) if within 90 Days after the commencement of any proceeding against the Concessionaire seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 Days after the appointment, without the consent or acquiescence of the Concessionaire, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Utility System or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 Days after the expiration of any such stay, such appointment has not been vacated;

(vi) if a levy under execution or attachment has been made against all or any part of the Utility System or any interest therein as a result of any Encumbrance (other than a Permitted Concessionaire Encumbrance)

created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within 60 Days after the Concessionaire becomes aware of such levy, unless such levy resulted from actions or omissions of the University or its Representatives; or

(vii) the Concessionaire repudiates in writing any of its material obligations under this Agreement.

Notwithstanding the foregoing, a Concessionaire Default shall not include any failure by the Concessionaire to perform its obligations under this Agreement (other than payment obligations) to the extent such failure is the result of Force Majeure.

(b) *Remedies of the University upon Concessionaire Default*. Upon the occurrence, and during the continuance, of a Concessionaire Default, the University may, by notice to the Concessionaire, declare the Concessionaire to be in default and may, subject to the provisions of Article 18 and Article 19, do any or all of the following as the University, in its discretion, shall determine:

(i) subject to the cure rights of the Leasehold Mortgagee set forth in Section 19.3, the University may terminate this Agreement by giving 30 Days' prior notice to the Concessionaire upon the occurrence of any Concessionaire Default; provided, however, that the Concessionaire shall be entitled to cure a Concessionaire Default pursuant to Section 16.1(a)(i) by (i) agreeing within such 30-Day period to pay any Losses sustained as a result of such Concessionaire Default and (ii) providing the University with a written work plan within such 30-Day period outlining the actions by which the Concessionaire will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 18 that the Concessionaire failed to perform or observe, which work plan is Approved by the University, but any failure of the Concessionaire to comply in any material respect with such Approved work plan (other than as a result of a Delay Event) following 30 Days' notice of such failure from the University to the Concessionaire shall be deemed to be a Concessionaire Default described in Section 16.1(a)(i) and the entitlement of the Concessionaire to cure such Concessionaire Default by the delivery of an Approved work plan shall not apply thereto;

(ii) if the Concessionaire Default is by reason of the failure to pay any monies to another Person, the University may (without obligation to do so) make payment on behalf of the Concessionaire of such monies unless such non-payment is due to a bona fide dispute, and any amount so paid by the

University shall be payable by the Concessionaire to the University within 3 Business Days after demand therefor;

(iii) subject to the cure rights of the Leasehold Mortgagee set forth in Section 19.3, the University may cure the Concessionaire Default (but this shall not obligate the University to cure or attempt to cure a Concessionaire Default or, after having commenced to cure or attempted to cure a Concessionaire Default, to continue to do so), and all costs and expenses reasonably incurred by the University in curing or attempting to cure the Concessionaire Default, shall be payable by the Concessionaire to the University within 3 Business Days after written demand therefor; provided, however, that (A) the University shall not incur any liability to the Concessionaire for any act or omission of the University or any other Person in the course of remedying or attempting to remedy any Concessionaire Default unless resulting from the University's recklessness, gross negligence or willful misconduct; (B) the University's cure of any Concessionaire Default shall not affect the University's rights against the Concessionaire by reason of the Concessionaire Default; and (C) the University may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a Concessionaire Default;

(iv) the University may seek to recover its Losses arising from such Concessionaire Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt;

(v) with respect to those Concessionaire Defaults that entitle the University to terminate this Agreement pursuant to Section 16.1(b)(i), the University may terminate the Concessionaire's right to use, operate, maintain, possess, control and rehabilitate the Utility System and the Concessionaire's right to collect from the University and retain the Utility Fee, and in such event, the University or the University's agents and servants may immediately or at any time thereafter take possession and control of the Utility System, by any available action under Law or proceeding at law or in equity, and with or without terminating this Agreement, and undertake any and all of the Utility System Operations; provided, however, that no such action by the University shall be construed as an election on its part to terminate this Agreement unless a notice of such intention is given to the Concessionaire; and

(vi) the University may exercise any of its other rights and remedies provided for hereunder or at law or equity.

Section 16.2. Default by the University.

(a) *Events of Default*. The occurrence of any one or more of the following events during the Term shall constitute a "University Default" under this Agreement:

(i) if the University fails to pay the Utility Fee, the Forecast Utility Fee or the Concession and KPI Compensation Balance to the extent the University is required to do so pursuant to Section 15.3(f), each in accordance herewith and such failure continues unremedied for a period of 5 Business Days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the University;

(ii) if the University fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than an Adverse Action or the payment of the Utility Fee, the Forecast Utility Fee or the Concession and KPI Compensation Balance to the extent the University is required to do so pursuant to Section 15.3(f)) and such failure continues unremedied for a period of 90 Days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the University or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the satisfaction of the Concessionaire, that (A) it is proceeding with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, and (C) such failure is, in fact, cured within such period of time;

(iii) if the University fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18 and such default continues unremedied for a period of 30 Days following notice thereof from the Concessionaire to the University, or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is, in fact, cured within such period of time;

(iv) if a levy under execution or attachment has been made against all or any part of the Utility System or the Concessionaire Interest as a result of any Encumbrance (other than a Permitted University Encumbrance) created, incurred, assumed or suffered to exist by the University or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a

period of 60 Days, unless such levy resulted from actions or omissions of the Concessionaire or its Representatives or if all or a material part of the Utility System shall be subject to a condemnation or similar taking by the University or any agency thereof;

(v) if the University (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 9 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the University files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (D) takes any action in furtherance of any action described in this Section 16.2(a)(v); or if within 90 Days after the commencement of any proceeding against the University seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 Days after the appointment, without the consent or acquiescence of the University, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 Days after the expiration of any such stay, such appointment has not been vacated; or

(vi) the University repudiates in writing any of its material obligations under this Agreement.

Notwithstanding the foregoing, a University Default shall not include any failure to perform its obligations under this Agreement (other than payment obligations) to the extent such failure is the result of Force Majeure.

(b) *Remedies of Concessionaire Upon University Default*. Upon the occurrence, and during the continuance, of a University Default, the Concessionaire may by notice to the University declare the University to be in default and may, subject to the provisions of Article 18, do any or all of the following as the Concessionaire, in its discretion, shall determine:

(i) terminate this Agreement by giving 60 Days' prior notice to the University; provided, however, that the University shall be entitled to cure

a University Default pursuant to Section 16.2(a)(ii) or Section 16.2(a)(iii) by (i) agreeing within such 60-Day period to pay any Losses sustained as a result of such University Default or (ii) providing the Concessionaire with a written work plan within such 60-Day period outlining the actions by which the University will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement that the University failed to perform or observe or (y) the requirements or directives of the final award issued in accordance with Article 18 that the University failed to perform or observe, which work plan is approved by the Concessionaire, but any failure of the University to comply in any material respect with such approved work plan following 30 Days' notice of such failure from the Concessionaire to the University shall be deemed to be a University Default described in Section 16.2(a)(ii) and the entitlement of the University to cure such University Default by the delivery of an approved work plan shall not apply thereto; and upon such termination, the University shall be obligated to pay to the Concessionaire the Utility System Concession Value plus, without duplication, the unpaid Concession and KPI Compensation Balance (for the avoidance of doubt, including any Unrecovered Balances) and the out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination together with any Taxes payable by the Concessionaire on the foregoing that exceed the Taxes the Concessionaire would have paid on future receipts of the Utility Fee if the termination of this Agreement pursuant to this Section 16.2(b)(i) had not occurred (using the Tax rates in effect when such damages would be payable) and using the same assumptions for the calculation of the amount of such future receipts as are used in the calculation of Utility System Concession Value;

(ii) exercise any of its rights or remedies at law or in equity;

(iii) seek to recover its Losses and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt; and

(iv) seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a University Default.

Section 16.3. Consequences of Termination or Reversion. Upon the termination or expiration of this Agreement, notwithstanding any claims the Parties may have against each other and subject to Section 16.2(b)(iii), the following provisions shall apply:

(a) the Concessionaire shall, without action whatsoever being necessary on the part of the University (other than any payment obligations of the University with respect to such termination (including, for the avoidance of doubt, any payment obligations pursuant to Sections 14.2(a), 15.3(f) or 16.1(b)(i), if any, and the payment obligation set forth in this Section 16.3(a)), surrender, transfer and

deliver to the University the Utility System (including all improvements to the Utility System), the Utility System Assets (to the extent they have not been disposed of in the ordinary course of business) and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Utility System or used in connection with the Utility System Operations, in good order, condition and repair (reasonable wear and tear excepted), determined reasonably in accordance with the then applicable Performance Standards, free and clear of all Encumbrances other than (w) Permitted Concessionaire Encumbrances set forth in clauses (iv) and (vii) of the definition of that term, (x) Permitted University Encumbrances, (y) those created by or suffered to exist or consented to by the University or any Person claiming through it, and (z) with respect to any property added to the Utility System after the Time of Closing, title defects affecting such property in existence on the date such property is added to the Utility System, all in exchange for $1 paid by the University on the Reversion Date;

(b) the Concessionaire hereby waives any notice now or hereafter required by Law with respect to transfer of the Utility System on the Reversion Date;

(c) the University shall, as of the Reversion Date, assume full responsibility for the Utility System Operations, and as of such date, the Concessionaire shall have no liability or responsibility for Utility System Operations occurring after such date;

(d) the Concessionaire shall be liable for all costs, expenses and other amounts for which it is liable or responsible hereunder incurred up to but not including the Reversion Date, and the University shall be liable for all costs, expenses and amounts incurred in connection with the Utility System Operations on and after the Reversion Date;

(e) the University shall have the option, subject to the rights of any Leasehold Mortgagee, or its designee or nominee, to enter into a New Agreement with a third party, by providing notice to the Concessionaire requiring that the Concessionaire assign, without warranty or recourse to the Concessionaire, to the fullest extent permitted by Authorizations and applicable Law, all of its right, title and interest in, to and under (in each of the following cases, to the extent assignable) all or any of the Operating Agreements then in effect and all Authorizations to the University or its nominee for the remainder of their respective terms; provided, however, that if the University exercises such option, the right, title and interest of the Concessionaire in, to and under such Operating Agreements and Authorizations shall be assigned to the University or its nominee as of the Reversion Date and the Concessionaire shall surrender the Utility System to the University and shall cause all Persons claiming under or through the Concessionaire to do likewise, and the University shall assume in writing, pursuant to an assumption agreement satisfactory to the Concessionaire, the Concessionaire's obligations under the Operating Agreements that arise in respect of, or relate to, any period of time falling on and after the Reversion Date; provided further, that if the University does not exercise such option, the

Concessionaire shall take such steps as are necessary to terminate the Operating Agreements to the extent permitted thereunder and in accordance with the terms thereof;

(f) the Concessionaire, at its sole cost and expense, shall promptly deliver to the University copies of all records and other documents relating to the Utility Fee that are in the possession of the Concessionaire or its Representatives and all other then-existing records and information relating to the Utility System as the University, acting reasonably, may request;

(g) the Concessionaire shall execute and deliver to the University transfer of title documents and other instruments reasonably required by the University to evidence such termination;

(h) the Concessionaire shall assist the University in such manner as the University may require to ensure the orderly transition of control, operation, management, maintenance and rehabilitation of the Utility System, and shall, if appropriate and if requested by the University, take all steps as may be necessary to enforce the provisions of the Operating Agreements pertaining to the surrender of the Utility System;

(i) the University and the Concessionaire shall make appropriate adjustments, including adjustments relating to any Operating Agreements assigned to the University, Utility Fee and other similar charges collected on and after the Reversion Date that are incurred prior to the Reversion Date, and utilities, and any adjustments and payment therefor shall be made by the appropriate Party on the Reversion Date, but shall be subject to readjustment if necessary because of error in matters such as information, calculation, payments and omissions that are identified within the period of 180 Days following the Reversion Date; provided, however, that the University and the Concessionaire acknowledge that certain adjustments or readjustments may have to be made when a third party provides to the University or the Concessionaire a final adjustment amount in respect of a matter, and for such matters the adjustment and readjustment date shall each be correspondingly extended;

(j) if this Agreement is terminated as a result of an Adverse Action, the payment by the University to the Concessionaire of the amounts required under Article 14 or Article 18 shall constitute full and final settlement of any and all Claims the Concessionaire may have against the University for and in respect of the termination of this Agreement and upon such payment, the Concessionaire shall execute and deliver all such releases and discharges as the University may reasonably require to give effect to the foregoing; and

(k) all plans, drawings, specifications and models prepared in connection with construction at the Utility System and in the Concessionaire's possession and all "as-built" drawings shall become the sole and absolute property of the University, and the Concessionaire shall promptly deliver to the University all

such plans, drawings, specifications and models and all such as-built drawings (but may keep copies of those plans, drawings, specifications and models that were developed by the Concessionaire or its Representatives).

This Section 16.3 shall survive the expiration or any earlier termination of this Agreement.

Section 16.4. Termination Other than Pursuant to Agreement. If this Agreement is terminated by the University other than pursuant to Section 16.1, or is canceled, rescinded or voided during the Term for any reason over the objection and without action by the Concessionaire, the University shall (without limiting any payment obligations set forth in Section 15.3(f)) pay to the Concessionaire (A) the Utility System Concession Value as of the date of such termination, cancellation, rescinding or voiding, plus, without duplication, (B) the unpaid Concession and KPI Compensation Balance (for the avoidance of doubt, including any Unrecovered Balances), ~~and~~ (C) the out-of-pocket and documented costs and expenses incurred by the Concessionaire or the Operator as a direct result of such termination, cancellation, rescinding or voiding, and (D) any Taxes payable by the Concessionaire on the foregoing (A) through (C) that exceed the Taxes the Concessionaire would have paid on future receipts of the Utility Fee if the termination of this Agreement pursuant to this Section 16.4 had not occurred (using the Tax rates in effect when such damages would be payable) and using the same assumptions for the calculation of the amount of such future receipts as are used in the calculation of Utility System Concession Value. The University hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience. The Concessionaire hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience or to challenge the validity or enforceability of this Agreement.

ARTICLE 17
RESTRICTIONS ON TRANSFERS

Section 17.1. Transfers by the Concessionaire.

(a) Subject in all respects to the collateral assignment of the Concessionaire Interest to the Leasehold Mortgagee, and exercise by the Leasehold Mortgagee of its rights pursuant to such assignment, including by foreclosure, as set forth in Article 19, the Concessionaire shall not Transfer, or otherwise permit the Transfer, of any part of the Concessionaire Interest to or in favor of a Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under or nominee/designee of a Leasehold Mortgagee under Article 19) that would result in the Concessionaire directly owning 50% or less of the Concessionaire Interest granted to the Concessionaire as of the ~~date hereof~~Signing Date unless (i) the University has Approved (based upon a determination in accordance with Section 17.1(b)) such proposed Transferee and (ii) the proposed Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under Article 19) enters into an agreement with the University in form and substance satisfactory to the University, acting reasonably, wherein the Transferee acquires

the rights and assumes the obligations of the Concessionaire and agrees to perform and observe all of the obligations and covenants of the Concessionaire under this Agreement. Any Transfer made in violation of the foregoing provision shall be null and void ab initio and of no force and effect.

(b) Approval of a proposed Transfer may be withheld if the University reasonably determines that (i) such proposed Transfer is prohibited by applicable Law, (ii) such proposed Transferee's entering into this Agreement with the University is prohibited by Law, (iii) such proposed Transfer would result in a violation of Law, (iv) such proposed Transfer would result in a Tax liability to the University (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto), or (v) such proposed Transferee is not capable of performing the obligations and covenants of the Concessionaire under this Agreement. Such determination shall be based upon and take into account the following factors, in each case assessed as of the date of such determination but after giving effect to the proposed Transfer together with any related transactions (including the proposed transfer of employees and other resources to such Transferee in connection with such proposed Transfer and related transactions): (a) the financial strength and integrity of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates; (b) the experience of the proposed Transferee or the Operator engaged by the proposed Transferee in operating a Comparable Utility System and performing other relevant projects; (c) the background and reputation of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (d) the Operator engaged by the proposed Transferee, including the ability of the Operator to meet the Performance Standards. If the Concessionaire disputes the University's determination under this Section 17.1(b), such dispute shall be resolved in accordance with Article 18.

(c) If requested by the Concessionaire, the University shall, on a confidential basis (unless disclosure is required by applicable Law) and at the Concessionaire's sole cost and expense, evaluate one or more proposed Transferees as provided in Section 17.1(b) and notify the Concessionaire within 30 Business Days of its Approval or withholding of Approval with respect to such proposed Transferee(s).

(d) No Transfer of all or any of the Concessionaire Interest (except for a Transfer to a Leasehold Mortgagee or its nominee upon its exercise of remedies under the Leasehold Mortgage and any subsequent transfer to the transferee of the Leasehold Mortgagee that has been Approved under Section 17.1(b)) shall be made or have any force or effect if, at the time of such Transfer there has occurred a Concessionaire Default that has not been remedied or an event that

with the lapse of time, the giving of notice or otherwise would constitute a Concessionaire Default.

(e) A Change in Control of the Concessionaire (other than a Change in Control occasioned by the exercise by any Leasehold Mortgagee of its remedies under any pledge of shares, limited liability company interest or partnership interest) shall be deemed to be a Transfer of the Concessionaire Interest for purposes of the foregoing provisions (thus requiring the University's Approval) and shall be evaluated by the University as provided in Section 17.1(b) and Section 17.1(c).

(f) Nothing contained in the foregoing shall be deemed to prohibit or limit the Concessionaire from changing its name, organizational form or status (including a change from a limited liability company to a corporation or limited partnership), provided that such change in name, organizational form or status does not result in a Change in Control of the Concessionaire.

(g) Neither (i) a change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (A) no "Change in Control" occurs with respect to the Concessionaire and (B) the Concessionaire remains obligated under this Agreement, nor (ii) the creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire's economic interest under this Agreement to another entity shall be deemed to be a Transfer of the Concessionaire Interest for purposes of Section 17.1(a).

Section 17.2. Assignment by the University. The University shall have the right to Transfer any or all of its interest in the Utility System and this Agreement, provided that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the University under this Agreement, and any agreement entered into by the University under this Agreement (including agreeing directly with any Leasehold Mortgagee to be bound by the agreement entered into in accordance with Section 19.3) and that any such Transfer by the University shall not materially limit or reduce any of the Concessionaire's other rights, benefits, remedies or privileges under this Agreement nor shall it materially impair the University's ability to meet its obligations under this Agreement and, provided further, any such Transfer shall be subject to the rights and Encumbrances of the Concessionaire and of the Leasehold Mortgagee under any Leasehold Mortgage.

ARTICLE 18
DISPUTE RESOLUTION

Section 18.1. Scope. Any dispute arising out of, relating to, or in connection with this Agreement shall be resolved as set forth in this Article 18.

Section 18.2. Informal Dispute Resolution Procedures. The Parties shall attempt in good faith to resolve such dispute within 15 Business Days following receipt by one Party of notice of such dispute from the other Party. If the Parties are unable to resolve the dispute within

such period of 15 Business Days, and upon notice by either Party to the other, the dispute shall be referred to the Designated Senior Person of each Party. The Designated Senior Persons shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary. Statements made by Representatives of the Parties during the dispute resolution procedures set forth in this Section 18.2 and in Section 18.3 and documents specifically prepared for such dispute resolution procedures shall be considered part of settlement negotiations and shall not be admissible as evidence in any litigation proceeding between the Parties without the mutual consent of the Parties.

Section 18.3. Dispute Resolution.

~~**Section 18.3.**~~(a) *Mediation*. Mediation of a dispute under this Agreement may not be commenced until the earlier of: (i) such time as both of the Designated Senior Persons, after following the procedures set forth in Section 18.2, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) 15 Business Days after the notice referring the dispute to the Designated Senior Persons, pursuant to Section 18.2. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve the dispute through mediation administered by the AAA under its Commercial Mediation Procedures before resorting to litigation, as provided by Section 18.4. The Parties agree that any period of limitation applicable to the assertion of a claim shall be deemed tolled during the conduct of informal dispute resolution under Section 18.2 and mediation under this Section 18.3(a), and that any claim of any Party shall be deemed not to have accrued until the mediation is terminated.

(b) *Expedited Arbitration*. Notwithstanding anything in Section 18.3(a) above, if the informal dispute resolution procedures set forth in Section 18.2 above fail to resolve a dispute relating to (i) the Concessionaire's determination of commercial unavailability made in accordance with Section 13.3(o) and Section 13.3(u), or (ii) the Concessionaire's assessment of the type of casualty made in accordance with Section 13.4(a)(ii) as between the University and the Concessionaire, provided that, for the avoidance of doubt, State Risk's determination as to whether a casualty is a State Risk Retained Casualty shall not be subject to challenge by either Party; within thirty (30) days of the commencement of such negotiation, or if prior to the expiration of such thirty (30)-day period the parties determine that continuation of the negotiation process is not warranted, the dispute shall be submitted to binding arbitration pursuant to the Rules of Arbitration of the AAA. The arbitration shall be heard and determined by a panel of three (3) arbitrators, one of whom shall be selected by each Party, and the third of whom shall be appointed by the mutual agreement of the two (2) arbitrators selected by the parties. Should the arbitrators be unable to agree upon the third arbitrator, then the third arbitrator shall be appointed by the AAA. The arbitration shall be held in Moscow, Idaho. The award rendered by arbitration shall be final, binding and non-appealable judgment and the award may be entered in the state courts in the State of Idaho in Latah County. Special, consequential or punitive damages shall not be awarded by the arbitrator. The

Concessionaire shall initially pay the fees of the arbitrators. Any party found by the arbitrators to have substantially prevailed on the merits of the claims shall pay the costs of the arbitrators incurred in connection with the expedited arbitration process.

Section 18.4. Litigation. Unless the Parties otherwise agree, if mediation as set forth in Section 18.3(a) does not resolve the dispute within 30 Business Days following a reference to mediation or such longer period as the Parties may mutually agree, then the Parties shall present the dispute to such court of competent jurisdiction as set forth in Section 20.7.

Section 18.5. Provisional Remedies. No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this Agreement or to enforce or execute upon a judgment entered in accordance with this Agreement, including temporary, preliminary and permanent injunctive relief and restraining orders, writs of mandamus, and the appointment of a receiver or receiver and manager in connection with the collection and retention of the Utility Fee.

Section 18.6. Tolling. If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article 18, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award or determination.

ARTICLE 19
LENDERS

Section 19.1. Leasehold Mortgages. The Concessionaire shall have the right, at its sole cost and expense, to grant one or more Leasehold Mortgages, secured by the Concessionaire Interest or the Utility Fee if at the time any such Leasehold Mortgage is executed and delivered to the Leasehold Mortgagee, no Concessionaire Default exists and upon and subject to the following terms and conditions:

(a) a Leasehold Mortgage may not cover any property of, or secure any debt issued or guaranteed by, any Person other than the Concessionaire or the Concessionaire's Parent, but may cover shares or equity interests in the capital of the Concessionaire and any cash reserves or deposits held in the name of the Concessionaire;

(a) no Person other than an Institutional Lender shall be entitled to the benefits and protections accorded to a Leasehold Mortgagee in this Agreement; provided, however, that lessors and lenders to the Concessionaire (and lenders to a Leasehold Mortgagee that is a Lessor) may be Persons other than Institutional Lenders so long as any Leasehold Mortgage securing the loans made by such Persons is held by an Institutional Lender acting as collateral agent or trustee;

(b) no Leasehold Mortgage or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against any or all of the Concessionaire Interest shall extend to or affect the fee simple interest in the

Utility System, the University's interest hereunder or the University's reversionary interests and estates in and to the Utility System or any part thereof; in addition, any termination of this Agreement, following the expiration of the Leasehold Mortgagee's cure period in Section 19.3, if any, without a cure, by the University shall simultaneously terminate the Leasehold Mortgage; provided, however, such termination of the Leasehold Mortgage and the Concessionaire's leasehold interest in the Utility System, shall not affect, modify or terminate the Concessionaire's obligations to the Leasehold Mortgagee with respect to the Leasehold Mortgage Debt;

(c) the University shall have no liability whatsoever for payment of the principal sum secured by any Leasehold Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and, except for violation by the University of express obligations set forth herein with respect to the Leasehold Mortgagee or in any other agreement with the Leasehold Mortgagee, the Leasehold Mortgagee shall not be entitled to seek any damages or other amounts against the University for any or all of the same;

(d) the University shall have no obligation to any Leasehold Mortgagee in the enforcement of the rights and remedies of the University under this Agreement or by Law, except as expressly set forth in this Agreement or in any agreement with the Leasehold Mortgagee and unless such Leasehold Mortgagee has provided the University with notice of its Leasehold Mortgage in accordance with the Leasehold Mortgagee Notice Requirements;

(e) each Leasehold Mortgage shall provide that if the Concessionaire is in default under the Leasehold Mortgage and the Leasehold Mortgagee gives notice of such default to the Concessionaire, then the Leasehold Mortgagee shall give written notice of such default to the University;

(f) subject to the terms of this Agreement and the terms of any direct consent agreement executed by and between the University and Leasehold Mortgagee, all rights acquired by a Leasehold Mortgagee under any Leasehold Mortgage shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the University hereunder and the Leasehold Mortgagee shall agree to be bound by the terms of this Agreement to the extent applicable to the Leasehold Mortgagee;

(g) notwithstanding any enforcement of the security of any Leasehold Mortgage, the Concessionaire shall remain liable to the University for the payment of all sums owing to the University under this Agreement and the performance and observance of all of the Concessionaire's covenants and obligations under this Agreement;

(h) a Leasehold Mortgagee shall not, by virtue of its Leasehold Mortgage, acquire any greater rights or interest in the Utility System than the Concessionaire has at any applicable time under this Agreement, other than such rights granted

expressly to such Leasehold Mortgagee pursuant to this Article 19, and each Leasehold Mortgagee, the University and the Concessionaire shall enter into a consent agreement in a form acceptable to all parties; provided that such consent agreement shall be in a customary form and shall include the rights and protections provided to the Leasehold Mortgagees in this Agreement;

(i) a Leasehold Mortgagee shall, within ~~ten (~~10~~) days~~ Days after receipt of written request from the University, execute an amendment to its recorded Leasehold Mortgage to conform the legal description of the real property encumbered by such Leasehold Mortgage to conform to the legal description in the Memorandum of Lease to the extent properly modified pursuant to Section 2.8; and

(j) a Leasehold Mortgagee shall, within ~~ten (~~10~~) days~~ Days after receipt of written request from the University, execute documentation reasonably acceptable to the University releasing any land or other real property owned by the University from the lien of any Leasehold Mortgage such that such land or real property may be conveyed to a third party without being subject to this Agreement or the Leasehold Mortgage, provided such request is accompanied by an affidavit from the University that such land or other real property does not contain any Utility Facilities or Utility System Assets.

While any Leasehold Mortgage is outstanding, the University shall not agree to any amendment or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the Leasehold Mortgagee or agree to a voluntary surrender or termination of this Agreement by the Concessionaire without the consent of the Leasehold Mortgagee.

Section 19.2. Notices and Payments to Leasehold Mortgagees. Whenever a Leasehold Mortgage exists as to which the University has been provided notice by the holder thereof in accordance with the Leasehold Mortgagee Notice Requirements, the University shall, simultaneously with providing the Concessionaire any required notice under this Agreement, provide a copy of such notice to such Leasehold Mortgagee, and no such notice to the Concessionaire shall be effective against the Leasehold Mortgagee until a copy thereof is duly provided to such Leasehold Mortgagee at its address specified in its notice given to the University in accordance with the Leasehold Mortgagee Notice Requirements (or any subsequent change of address notice given to the University pursuant to the requirements of Section 20.1). With respect to a Leasehold Mortgage regarding which the University has been provided notice in accordance with the Leasehold Mortgagee Notice Requirements, unless the Leasehold Mortgagee has otherwise advised the University in writing, all payments to the Concessionaire to be made by the University under this Agreement shall be made to the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage to the extent the University has been provided the name and mailing address of such institution.

Section 19.3. Leasehold Mortgagee's Right to Cure. The Leasehold Mortgagee shall have a period of 90 Days with respect to any Concessionaire Default beyond any cure period

expressly provided to the Concessionaire herein, in which to cure or cause to be cured any such Concessionaire Default; provided, however, that such 90-Day period shall be extended if the Concessionaire Default may be cured but cannot reasonably be cured within such period of 90 Days, and the Leasehold Mortgagee begins to cure such default within such 90-Day period (or if possession is necessary in order to effect such cure, the Leasehold Mortgagee files the appropriate legal action to commence foreclosure on the liens of the Leasehold Mortgage (or takes other appropriate action to effect a transfer of title to the property subject to such liens) and take possession of the Utility System within such period) and thereafter proceeds with all due diligence to cure such Concessionaire Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the University, acting reasonably; provided further that if a Leasehold Mortgagee's right to cure a Concessionaire Default has not expired, and the Leasehold Mortgagee is acting to cure such Concessionaire Default in accordance with this Section 19.3, then the University shall not exercise its right to terminate this Agreement by reason of such Concessionaire Default. In furtherance of the foregoing, the University shall permit the Leasehold Mortgagee and its Representatives the same access to the Utility System as is permitted to the Concessionaire hereunder. The University shall accept any such performance by a Leasehold Mortgagee as though the same had been done or performed by the Concessionaire. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the Leasehold Mortgagee if such payment is made or action is taken by a nominee, agent or assignee of the rights of such Leasehold Mortgagee. Any exercise of the Leasehold Mortgagee's rights to cure hereunder shall not result in the assumption by such Leasehold Mortgagee of the Concessionaire's obligations hereunder.

Section 19.4. Rights of the Leasehold Mortgagee.

(a) Subject to the provisions of this Agreement, a Leasehold Mortgagee may (i) enforce its Leasehold Mortgage in any lawful way, (ii) acquire the Concessionaire Interest in any lawful way, or (iii) take possession of in any lawful way and manage the Utility System in accordance with the terms of this Agreement. Upon foreclosure of (or without foreclosure upon exercise of any contractual or statutory power of sale under such Leasehold Mortgage or a deed in lieu) and subject to the provisions of Article 17 (applied to the Leasehold Mortgagee as if it were the Concessionaire, except that Section 17.1(c) will not apply), a Leasehold Mortgagee may Transfer the Concessionaire Interest; provided, however, that no Transfer by a Leasehold Mortgagee shall be effective unless the Transfer is made in accordance with Section 17.1. Any Person to whom the Leasehold Mortgagee Transfers the Concessionaire Interest (including such Leasehold Mortgagee) shall take the Concessionaire Interest subject to all of the Concessionaire's obligations under this Agreement.

(b) Except as provided in Section 19.3, unless and until a Leasehold Mortgagee (i) forecloses or has otherwise taken ownership of the Concessionaire Interest or (ii) has taken possession or control of the Concessionaire Interest, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and

manager has taken possession or control of the Concessionaire Interest by reference to the Leasehold Mortgage, the Leasehold Mortgagee shall not be liable for any of the Concessionaire's obligations under this Agreement or be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except by way of security; provided, however, that the Leasehold Mortgagee shall be entitled to cure any Concessionaire Default that requires payment of money by paying such money on the Concessionaire's behalf, prior to the Leasehold Mortgagee taking possession, control or ownership of the Concessionaire Interest. If the Leasehold Mortgagee itself or by an agent or a receiver or a receiver and manager is the owner, or is in control or possession of, the Concessionaire Interest, it shall be bound by all liabilities and obligations of the Concessionaire under this Agreement (including the obligation to engage an Operator). Once the Leasehold Mortgagee goes out of possession or control of the Concessionaire Interest or Transfers the Concessionaire Interest to another Person in accordance with the provisions of this Agreement, the Leasehold Mortgagee shall cease to be liable for any of the Concessionaire's obligations under this Agreement accruing thereafter and shall cease to be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except, if the Leasehold Mortgage remains outstanding, by way of security.

Section 19.5. Termination of this Agreement; New Agreement.

(a) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if this Agreement is terminated prior to the expiration of the Term due to a Concessionaire Default (in which case the University shall notify the Leasehold Mortgagee of such termination) or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to enter into a new concession and lease agreement of the Utility System with the Leasehold Mortgagee (or its designee or nominee, provided that such designee or nominee either is controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt)) or is Approved by the University as Transferee under Section 17.1) for the remainder of the original stated Term upon all of the covenants, agreements, terms, provisions and limitations of this Agreement, without any charge, penalty, assessment or consideration not specifically provided for in this Section 19.5 (the "New Agreement"), effective as of the date of such termination, but only on and subject to the satisfaction of all of the following requirements and conditions: (i) such Leasehold Mortgagee commits in writing to the University, in a notice delivered to the University, within 30 Days after the University delivers the termination notice to Leasehold Mortgagee (or, if later, upon the termination of any cure period granted to the Leasehold Mortgagee pursuant to Section 19.3) or within 30 Days after the effective date of such rejection or disaffirmance, as the case may be, that the Leasehold Mortgagee (or its designee or nominee) will enter into the New Agreement, which notice is accompanied by a copy of such New Agreement, duly executed and acknowledged by the Leasehold Mortgagee (or its designee or nominee);

(ii) the Leasehold Mortgagee (or its designee or nominee) pays or causes to be paid to the University, at the time of the execution and delivery of the New Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement but for such termination; (iii) provided the University furnishes a statement or invoice for such costs the Leasehold Mortgagee pays or causes to be paid to the University all reasonable costs and expenses (including legal, advisory and other fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such Concessionaire Defaults and termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the New Agreement and related agreements and documents specified in such statement or invoice; and (iv) such Leasehold Mortgagee (or its designee or nominee), at the time of such written request, cures all Concessionaire Defaults under this Agreement (curable by the payment of money) existing immediately prior to the termination of this Agreement, or, if such Concessionaire Defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) commits to the University in the New Agreement to proceed both promptly and diligently, upon the execution of the New Agreement, to cure all such other Concessionaire Defaults to the extent such Concessionaire Defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other Concessionaire Defaults (and such cure shall be a covenant in the New Agreement).

(b) Nothing contained in this Section 19.5 shall be deemed to limit or affect the University's interests in and to such Utility System upon the expiration of the Term of the New Agreement. The provisions of this Section 19.5 shall survive the termination of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 19.5 were a separate and independent contract made by the University, the Concessionaire and the Leasehold Mortgagee and, if the Leasehold Mortgagee satisfies the conditions to execute a New Agreement, from the effective date of such termination of this Agreement to the date of execution and delivery of the New Agreement, the Leasehold Mortgagee may use and enjoy the leasehold estate created by this Agreement without hindrance by the University, but only on and subject to the terms and provisions of this Agreement.

(c) If the circumstances described in Section 19.5(a) occur, and the University determines, based on the written legal advice of counsel, that termination of this Agreement and the entry into a New Agreement by and among the University and the Leasehold Mortgagee could violate applicable provisions of the Laws of the State of Idaho governing procurement by the University then, in lieu of entering in a New Agreement and in satisfaction of its obligations under this

Section 19.5, the University agrees to enter into an Assignment and Assumption Agreement pursuant to Section 19.8.

Section 19.6. Recognition of Leasehold Mortgagee. If there is more than one Leasehold Mortgagee, only that Leasehold Mortgagee (who, for the avoidance of doubt, may act on behalf of one or more lender groups as contemplated by Section 19.1), to the exclusion of all other Leasehold Mortgagees, whose notice was earliest received by the University pursuant to the Leasehold Mortgagee Notice Requirements, shall have the right to exercise the rights as a Leasehold Mortgagee under this Article 19 vis-à-vis the University, unless such Leasehold Mortgagee has designated in writing another Leasehold Mortgagee to exercise such rights in which case the other Leasehold Mortgagee may exercise such rights, provided that such requirement shall not limit such additional Leasehold Mortgagees' rights hereunder. Such Leasehold Mortgagee may act as agent for a group or syndicate of one or more Institutional Lenders and such Leasehold Mortgagee and Institutional Lenders may freely assign or sell interests and/or participations in the loans to any other Institutional Lender.

Section 19.7. University's Right to Purchase Leasehold Mortgages.

(a) If any default by the Concessionaire has occurred under a Leasehold Mortgage and has not been cured within applicable cure periods, or any act, condition or event has occurred which would permit a Leasehold Mortgagee to declare all or part of the indebtedness secured by a Leasehold Mortgage to be immediately due and payable (or, in the case of a Leasehold Mortgage that is a lease, to terminate the lease), then the University shall have 30 Days after the date on which such Leasehold Mortgagee shall serve notice upon the University in writing ("Leasehold Mortgagee's Notice") that such Leasehold Mortgagee intends to commence proceedings to foreclose the Leasehold Mortgage or, in the case of a Leasehold Mortgagee that is a Lessor to terminate the lease with the Concessionaire (stating the calculation of the purchase price pursuant to Section 19.7(c)), during which 30-Day period the University shall have the right and option (the "University's Option") to purchase from all Leasehold Mortgagees their Leasehold Mortgages, upon the terms and subject to the conditions contained in this Section 19.7.

(b) The University's Option shall be exercised by notice served upon the Concessionaire and all Leasehold Mortgagees within such 30-Day period. If the University's Option is duly and timely exercised, the University shall purchase and all Leasehold Mortgagees shall assign their Leasehold Mortgages to the University (or its designee) on the date which is 60 Days after the date on which a Leasehold Mortgagee's Notice is served upon the University. The closing shall take place at a mutually convenient time and place.

(c) The purchase price payable by the University shall be equal to the aggregate amounts secured by such Leasehold Mortgages (including principal, interest, fees, premiums, Breakage Costs and other costs, expenses (including attorneys' fees) and any other amounts secured thereby) as of the closing date of the purchase. The purchase price shall be paid in full in cash at closing by wire

transfer or other immediately available funds. The purchase price shall be paid by the University to each respective Leasehold Mortgagee, to be applied by the Leasehold Mortgagee to the amounts secured by the Leasehold Mortgage owed to such Leasehold Mortgagee, subject to the priorities of lien of such Leasehold Mortgages.

(d) At the closing and upon payment in full of the purchase price each Leasehold Mortgagee shall assign its Leasehold Mortgage to the University, together with any security interest held by it in the Concessionaire Interest, without recourse, representations, covenants or warranties of any kind, provided that such Leasehold Mortgages and security interests shall be deemed modified to secure the amount of the aggregate purchase price paid by the University to all Leasehold Mortgagees (rather than the indebtedness theretofore secured thereby) payable on demand, with interest and upon the other items referred to in this Section 19.7(d). Each such assignment shall be in form for recordation or filing, as the case may be. The University shall be responsible for paying any Taxes payable to any Governmental Authority upon such assignment. Such assignment shall be made subject to such state of title of the Utility System as shall exist at the date of exercise of the University's Option.

(e) Any Leasehold Mortgage shall contain an agreement of the Leasehold Mortgagee to be bound by the provisions of this Section 19.7, and the University shall have the right to receive all notices of default under any Leasehold Mortgage.

Section 19.8. Assignment and Assumption Agreement.

(a) The provisions of this Section 19.8 shall be in effect whenever either (i) the University has made the determination contemplated by Section 19.5(c) or (ii) the University, with the written consent of the Leasehold Mortgagee, has determined to proceed under this Section 19.8 in lieu of under Section 19.5.

(b) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if either (i) the University has given a notice of termination of this Agreement due to Concessionaire Default pursuant to Section 16.1(b), or (ii) this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to cooperate with a Leasehold Mortgagee in order to effectuate such Leasehold Mortgagee's rights under the Leasehold Mortgage to step-in, assume or assign this Agreement, in accordance with the procedures, terms and conditions of this Section 19.8 without any charge, penalty, assessment or consideration not specifically provided for in this Section 19.8.

(c) Upon notification and satisfaction of all of the conditions and requirements in Section 19.8(d), the University agrees that this Agreement shall not be deemed terminated, but may be assumed by a Leasehold Mortgagee or by a designee or

nominee of such Leasehold Mortgagee who is either controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt) or is Approved by the University as a Transferee under Section 17.1, for the remainder of the original stated Term of this Agreement, and as evidence of such assignment and assumption the University agrees to execute an amended and restated concession and lease agreement for the Utility System upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the "Assignment and Assumption Agreement").

(d) This Agreement may be so assigned and assumed pursuant to an Assignment and Assumption Agreement upon and subject to satisfaction of all of the following requirements and conditions:

(i) ~~Such~~such Leasehold Mortgagee must commit in writing to the University, in a notice delivered to the University within the later of 30 Days after the University delivers the termination notice to Leasehold Mortgagee or upon the termination of any cure period granted to such Leasehold Mortgagee pursuant to Section 19.3, or within 30 Days after the effective date of any rejection or disaffirmance of this Agreement in a bankruptcy proceeding, as the case may be, that such Leasehold Mortgagee (or its designee or nominee) will assume this Agreement and enter into the Assignment and Assumption Agreement, which notice is accompanied by a copy of such Assignment and Assumption Agreement duly executed and acknowledged by such Leasehold Mortgagee (or its designee or nominee)~~.~~;

(ii) ~~Such~~such Leasehold Mortgagee (or its designee or nominee) shall pay or cause to be paid to the University, at the time that the Assignment and Assumption Agreement is fully executed, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement~~.~~;

(iii) ~~Such~~such Leasehold Mortgagee (or its designee or nominee) shall pay or cause to be paid to the University all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such defaults and notice of termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the Assignment and Assumption Agreement and related agreements and documents. The University shall provide an invoice to such Leasehold Mortgagee of such costs, and the Leasehold Mortgagee or its designee or nominee shall pay such invoiced costs within 5 Days of the receipt of such invoice~~.~~; and

(iv) ~~Such~~such Leasehold Mortgagee (or its designee or nominee), at the time of the notice provided under Section 19.8(d)(i), shall cure all Concessionaire Defaults under this Agreement (including all such Concessionaire Defaults curable by the payment of money) existing

immediately prior to the notice of termination issued pursuant to Section 16.1(b), or, if such Concessionaire Defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) shall commit to the University in the Assignment and Assumption Agreement to proceed both promptly and diligently, upon the execution of the Assignment and Assumption Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such obligation to cure shall be a covenant in the Assignment and Assumption Agreement).

(e) If a Leasehold Mortgagee gives the University a notice as provided in Section 19.8(d)(i), the University and Leasehold Mortgagee agree to cooperate with respect to taking any appropriate actions required to regain and transfer possession of the Utility System and the Utility System Assets, including: (i) seeking surrender of possession in any bankruptcy proceedings; and (ii) seeking relief from any automatic stay in bankruptcy provisions and pursuit of state law remedies to obtain possession and to foreclose on the Leasehold Mortgage interest and assume the Concessionaire's position as provided in Section 19.4 of this Agreement; provided that any costs incurred by the University under this provision shall be reimbursed by the Leasehold Mortgagee (or its designee or nominee) as provided in Section 19.8(d)(iii).

Section 19.9. Right to Dispute Resolution. In each case specified in this Agreement in which resort to dispute resolution is authorized, a Leasehold Mortgagee shall have the right and privilege if an event of default under the Leasehold Mortgage then exists and notice has been given to the University as contemplated by Section 19.1(f), in the Concessionaire's name, place and stead, to obtain and participate in such dispute resolution upon notice to the University in accordance with Article 18; provided that the Leasehold Mortgagee agrees to be bound by the outcome of the dispute resolution process.

ARTICLE 20
MISCELLANEOUS

Section 20.1. Notice. All notices by the Concessionaire or the University, approvals or consents by the Concessionaire, and Approvals by the University (each, a "Notice") required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be delivered by email, nationally recognized overnight courier service, or certified or registered mail (return receipt requested and postage prepaid) for the attention of the persons and to the addresses or email addresses shown below (or such other persons, address or email addresses as either Party may from time to time designate by a Notice to the other):

(a) in the case of the University:

(i) for delivery by mail:

University of Idaho
Office of Finance & Administration
875 Perimeter Drive MS-3168
Moscow, Idaho 83844-3168
Attention: Vice President for Finance & Administration

With a copy to:

University of Idaho
Office of the General Counsel
875 Perimeter Drive MS-3158
Moscow, Idaho 83844-3158

(ii) for delivery by email:

Vice President for Finance & Administration
Email: vpfinance@uidaho.edu

With a copy to:

Office of the General Counsel
Email: counsel@uidaho.edu

(b) in the case of the Concessionaire:

(i) for delivery by mail:

Sacyr Infrastructure USA LLC
3191 Coral Way, Suite 510
Miami, Florida 33145
Attention: Raúl Perez Lopez

With a copy to:

Plenary Americas LP
Suite 2000, 400 Burrard Street
Commerce Place
Vancouver BC V6C 3A6
Attention: Matthew Coady

With a copy to:

Hunton Andrews Kurth LLP
2200 Pennsylvania Avenue NW
Washington, D.C. 20037
Attention: David B. Horner, Esq.

(ii) for delivery by email:

Raúl Perez Lopez
Email: rperezl@sacyr.com

With a copy to:

Matthew Coady
Email: Matt.Coady@plenarygroup.com

With a copy to:

David B. Horner, Esq.
Email: DHorner@Hunton.com

A Notice shall be deemed to have been sent and received (i) on the Day it is delivered, or if such Day is not a Business Day or if the Notice is received after ordinary office hours (time of place of receipt), the Notice shall be deemed to have been sent and received on the next Business Day, or (ii) on the 4th Business Day after mailing if sent by U.S. registered or certified mail. Each Party shall use commercially reasonable efforts to deliver an electronic copy of each Notice provided by mail in accordance with the foregoing via email to the persons and email addresses designated pursuant to the foregoing to receive Notices provided by email.

All communications other than Notices that are required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be delivered by email to the persons and email addresses shown below (or such other persons or email addresses as either Party may from time to time designate by a Notice to the other):

(x) in the case of the University:

Brian Foisy
Email: brianfoisy@uidaho.edu

(y) in the case of the Concessionaire:

Raúl Perez Lopez
Email: rperezl@sacyr.com

With a copy to:

Matthew Coady
Email: Matt.Coady@plenarygroup.com

Section 20.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated, and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other.

Section 20.3. Amendment. This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties.

Section 20.4. Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 20.5. Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any Person or circumstance is held or deemed to be or determined to be invalid, inoperative or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable Law, or public policy, or for any other reason, (i) such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, and (ii) the Parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the Parties cannot agree on an appropriate amendment, either Party may refer the matter for determination pursuant to the dispute resolution procedure in Article 18. If, by means of the dispute resolution procedure, the Parties are unable, as a result of applicable Law, to resolve the matter in a manner that effectively entitles the University to have the same rights after the aforesaid determination of invalidity or unenforceability as before, the University shall have the right to enact, and cause to come into force, any Law to provide for the same or substantially the same rights as were determined to be invalid or unenforceable.

Section 20.6. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by, and interpreted and enforced in accordance with, the Laws in force in the State of Idaho (excluding any conflict of laws rule or principle which might refer such interpretation to the Laws of another jurisdiction). **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 20.7. Submission to Jurisdiction. Subject to Article 18, any action or proceeding against any Party relating in any way to this Agreement may be brought and enforced in the state courts in the State of Idaho in Latah County, and each of the Concessionaire and the University hereby irrevocably submits to the jurisdiction of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable Law, any objection it may have now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Service of process on the University may be made, either by registered or certified mail addressed as provided for in Section 20.1. Service of process on the Concessionaire may be made either by registered or certified mail addressed as provided for in Section 20.1 or by delivery to the Concessionaire's registered agent for service of process in the State of Idaho. If the Concessionaire is presented with a request for Documents by any administrative agency or with a subpoena duces tecum regarding any Documents which may be in its possession by reason of this Agreement, the Concessionaire, unless prohibited by Law, shall give prompt notice to the University. The University may contest such process by any means available to it before such Documents are submitted to a court or other third party; provided, however, that the Concessionaire shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency or required by Law, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 20.8. Further Acts. The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and assurances and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

Section 20.9. Costs. Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

Section 20.10. Interest. Any amount payable under this Agreement and not paid when due shall bear interest at a variable nominal rate per annum equal on each Day to the Bank Rate then in effect, from the date such payment is due until payment and both before and after judgment.

Section 20.11. Inurement and Binding Effect. This Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns and is binding upon the Parties and their respective successors and assigns.

Section 20.12. No Partnership or Third Party Beneficiaries. Except as expressly provided herein to the contrary, nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the University and the Concessionaire, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any Person not a party to this Agreement, other than, in the case of Section 3.11, Section 10.2, Section 12.3, Section 13.4, Section 14.2, Section 16.3, Section 17.1, Section 17.2 and Article 19, any Leasehold Mortgagee.

Section 20.13. Cumulative Remedies. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law, except for the remedies available to the University for a breach of the Performance Standards or a KPI Event, which shall be limited to those expressly set forth herein. Notwithstanding the foregoing, where this Agreement provides for liquidated damages, such liquidated damages shall be the sole exclusive remedy of the University or the Concessionaire, as applicable, and the University and the Concessionaire hereby irrevocably waive any right to assert a claim against the other party based on a legal theory that a remedy provided herein for such breach or act triggering the liquidated damages fails of its essential purpose.

Section 20.14. Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by email or other means of electronic transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such email or other means of electronic transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

Section 20.15. Time of the Essence. Time is of the essence for this Agreement.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the University and the Concessionaire have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

THE REGENTS OF THE UNIVERSITY OF IDAHO

BY: _____
PRINTED: C. Scott Green, President of the University of Idaho

SACYR PLENARY UTILITY PARTNERS IDAHO LLC

By: Sacyr Plenary Idaho Holdings LLC, its sole member and manager

BY: _____
PRINTED: Eduardo de Lara Garay
ITS: Manager

BY: _____
PRINTED: Matt Girard
ITS: Manager

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 3/20/2024 1:06:52 PM	
Style name: JD Color With Moves	
Intelligent Table Comparison: Inactive	
Original DMS: iw://naiweb.firm.jonesday.net/NAI/1536325012/1	
Modified DMS: iw://naiweb.firm.jonesday.net/NAI/1536325012/21	
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~~Delete~~	399
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Move To	5
Table Insert	0
~~Table Delete~~	0
Table moves to	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
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FIRST AMENDED AND RESTATED SCHEDULE 2

PERFORMANCE STANDARDS

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Part I - GENERAL

Introduction and Purpose of Performance Standards

These Performance Standards and any Appendices thereto, are provided pursuant to Article 6 of the First Amended and Restated Long-Term Lease and Concession Agreement for the University of Idaho Utility System (as modified, amended or restated, the "Concession Agreement") to which they are attached. The Performance Standards and Appendices are incorporated and made part of the obligations under the Concession Agreement.

The Utility System is comprised of 8 individual Utilities, specifically the: (i) the portion of the Utility System that generates, distributes and returns chilled water (the "Chilled Water System"); (ii) the portion of the Utility System that generates, distributes and returns steam, hot water, and condensate, which as of the date hereof is subject to Air Quality Tier I Operating Permit T-1-2017.0048 (the "Steam and Condensate System"); (iii) the portion of the Utility System that produces (to the extent applicable) and distributes electricity (the "Electric System"); (iv) the portion of the Utility System that distributes domestic water (the "Domestic Water System"); (v) the portion of the Utility System that produces and distributes compressed air (the "Compressed Air System"); (vi) the portion of the Utility System that removes storm water (the "Storm Water System"); (vii) the portion of the Utility System that collects sanitary sewage (the "Sanitary Sewer System") and (viii) the portion of the Utility System that processes and delivers reclaimed, non-potable water to the campus as irrigation water, which as of the date hereof operates under the Idaho Department of Environmental Water Quality: Permit No.: WRU M-028-3 Formerly LA-000028-03 (the "Reclaimed Water System"). The purpose of the Performance Standards is to: (A) provide the minimum general requirements for the operations and maintenance of the University's Utility System and provide standards governing Utility System Operations as required by the Concession Agreement, but are not inclusive of all of the Concessionaire's responsibilities; (B) aid in the development of an Operations Plan (as defined herein) to be developed annually by the Concessionaire for the Utility System; (C) incentivize the Concessionaire to minimize the time during which the Utility System experiences outages; and (D) ensure that the Utility System is operated and maintained in accordance with Prudent Industry Practices.

Terms used and not otherwise defined in these Performance Standards shall have the meanings ascribed to them in the Concession Agreement (and any other schedules attached thereto). Any approvals or consent required under these Performance Standards shall be governed by the procedure outlined in Section 1.15 of the Concession Agreement. Unless otherwise stated herein or in the Concession Agreement, any modification or change to the requirements set forth in these Performance Standards or Appendices thereto, shall be governed by Section 6.3 of the Concession Agreement. Any references to a governmental entity, industry standard organization or University department shall include any successor to such entity, organization or department. Any references to "degrees" shall, unless otherwise specified herein, mean "degrees Fahrenheit." To the extent that any term or provision specified herein conflicts with any term or provision of the Concession Agreement, the Concession Agreement shall govern.

The Concessionaire shall perform all duties and tasks and all other responsibilities required by these Performance Standards in conformance with Prudent Industry Practices, and the Concessionaire shall keep the Utility System in good condition and repair throughout the Term of the Concession Agreement. If the Concessionaire fails to meet these Performance Standards, it shall be subject to the procedures in the Concession Agreement for addressing such failures.

If deficiencies or situations affecting minimum standards for performance develop during the Term that are not specifically noted herein, it is the Concessionaire's responsibility to correct the deficiencies and manage such situations such that the Utility System will be maintained in the condition required by these Performance Standards.

Part II - PERFORMANCE STANDARDS – GENERAL OPERATIONS

1) **General**

a) The Concessionaire shall propose a plan with respect to the Utility System in accordance with these Performance Standards and the Concession Agreement (the "Operations Plan"). The Operations Plan shall include and satisfy at a minimum, all requirements and all components of the Performance Standards and Prudent Industry Practices and shall include, in addition to the specific requirements set forth herein, the following: (1) the plan for the operation, repair, maintenance and replacement of the Utility Facilities and Utility System Assets; (2) any proposed or expected changes to the environmental permitting requirements or classifications of any portion of the Utility System for the upcoming 5 years, of which the Concessionaire has knowledge, (3) any proposed or expected requirements related to regulatory changes affecting the Utility System, of which the Concessionaire has knowledge; (4) the 1 year short term list of goals and expectations for the Utility System operations and 5 year list of strategic goals therefor as described in Part II, Section 1(d) hereof; (5) a detailed staffing plan, as described in Part II, Section 9(b) hereof; (6) the Building Emergency Action Plan; (7) the Continuity Management Plan; (8) a maintenance management program, as described in Part II, Section 1(e) hereof; (9) operations and maintenance manuals for all Utility Facilities; and (10) the Operator's standard hourly and fixed rates for performing services for the University and its Representatives that are not part of Utility System Operations, which shall be reasonable and consistent with the University's past practice, taking into account changes in the cost of supplies, materials and labor (the "Concessionaire Charge Rates"). The Concessionaire shall submit such Operations Plan to the University for its review within 180 days after Closing and as further required herein. The University will review the Operations Plan and where appropriate, will provide comments for Concessionaire's consideration. The Concessionaire shall perform all components of the Operations Plan. The Operations Plan shall cover each Fiscal Year. The Operations Plan must include an appropriate 5-year cyclical maintenance and repair program/plan to provide a safe and satisfactory level of service and to maximize Utility System service life in accordance with these Performance Standards. To the extent that any term or provision of the Operations Plan conflicts with any term or provision of these Performance Standards, the Performance Standards shall govern.

b) All operations, repairs, replacement and maintenance activities shall be carried out in a good and workmanlike manner so as to ensure continuous safety for users of the Utility System and to sustain the value of the Utility System as an asset. Condition assessments and inspections shall follow Prudent Industry Practices and recognized national standards as set forth herein. If the University elects, at its sole cost and expense, to perform, or cause to be performed by a qualified engineering firm, any such assessment or inspection, then the Concessionaire covenants to address any failures to operate, repair or maintain the Utility System in accordance with these Performance Standards and the Concession Agreement,

noted therein as promptly as reasonably practicable, and the Concessionaire shall reasonably cooperate with the University and any qualified engineering firm engaged by the University.

c) Other than as set forth in Part II, Section 1(a) hereof with respect to the first Operations Plan, the Concessionaire must update and submit its Operations Plan for the upcoming Fiscal Year to the University no later than 120 days prior to the beginning of each Fiscal Year. The University will review and if necessary, comment on the Operations Plan. The Concessionaire shall submit an updated Operations Plan for the start of each Fiscal Year, which may be based on the prior Fiscal Year's Operations Plan. If the Concessionaire fails in its obligation to submit an Operations Plan by the commencement of such Fiscal Year, the Operations Plan for the preceding Fiscal Year shall remain in place until an updated Operations Plan is submitted, provided that such updated Operations Plan shall remain subject to the University's right to review and comment as set forth above. Notwithstanding the above, any proposals subject to University Approval as part of the Concessionaire's Five Year Plan, must comply with Articles 4 and 7 of the Concession Agreement.

d) The Operations Plan shall specify how the Concessionaire has considered, trained, addressed, and planned for all operational, repair, maintenance and replacement activities in connection with the Utility System and has established protocols, procedures, responsibilities, and minimum requirements to operate, repair, maintain and replace the Utility System in accordance with these Performance Standards and the Concession Agreement and Prudent Industry Practices. If the University provides comments on the Operations Plan that are necessary for such Operations Plan to comply with the Concession Agreement and these Performance Standards, then the Concessionaire shall implement such comments or provide some reasonable alternative that addresses the failure to comply with the Concession Agreement or the Performance Standards. The Concessionaire shall provide a list of goals for the Fiscal Year as part of the Operations Plan to indicate focus areas aligned with the above. The Operations Plan shall also include the Concessionaire's standard operating procedures for each Utility Facility in connection with its operation of the Utility System.

e) As part of the Operations Plan, the Concessionaire shall include a maintenance management program for the Utility System. The maintenance management program shall, at a minimum, meet Prudent Industry Practices and shall include procedures and records for asset management that include critical equipment capacity identification/documentation, inspection and testing plans, PM and PdM (each as defined herein), maintenance workflow including work prioritization based on equipment criticality, planned outages, continuous improvement teams, and records management. Generally, the asset management program will be implemented in the FAMIS system for the Utility System or utilize a maintenance management system of its own choosing if the cost of such system is Approved by the University as part of the Five-Year Plan. The Concessionaire shall indicate any major changes to the maintenance workflow in the prior Fiscal Year

as well as planned improvements and/or changes aligned with provided goals in the Operations Plan.

f) The Concessionaire shall maintain records related to its maintenance and operation of the Utility System in accordance with Section 3.12 of the Concession Agreement. The records regarding maintenance of the Utility System required to be retained by the Concessionaire shall include the following:

i. Status of Utility System Assets with disposition of breakdowns, deteriorating conditions, failure to start, significant decrease in capacity or performance (> 5%);

ii. Total maintenance spend for the Fiscal Year for the repair costs and labor hours for each individual Utility and the individual work orders associated therewith;

iii. Usage of each Supply by commodity and Supply spend corresponding to each commodity, reported monthly compared to the expected usage and spend for the current Fiscal Year in the current Five-Year Plan and including a reasonably detailed explanation for any variation therefrom;

iv. Any changes to the Utility System or Utility System Operations required or made due to environmental and regulatory changes required by Law or applicable Governmental Agency;

v. One, three and six-year projection of life expectancies of equipment that would be considered Capital Improvements based upon maintenance performed and manufacturer's recommendations;

vi. State of Idaho Certificate(s) and risk management for boilers;

vii. Annual building inspections required by the Division of Building Safety and State of Idaho Division of Administration.;

viii. Annual inspections required by the University Environmental Health and Safety Department or its successor department ("EHS") and documentation evidencing compliance with all applicable health and safety regulations; and

ix. The Preventive Maintenance (as defined herein) data specified in Section II 1(k) of these Performance Standards.

g) The Concessionaire shall include in its Operations Plan a proposed plan for its expenditures to extend the useful life of any and all components of the Utility System, including planned replacements or any additions thereto. The proposed plan shall include any major system or specific equipment improvements planned

for the next Fiscal Year, as well as indicate changes to existing environmental permitting requirements that may be needed to implement the improvements.

h) Currently, maintenance activities are managed through FAMIS (by Asset Works). The Concessionaire shall either continue to use the FAMIS system for the Utility System and for any requests made pursuant to ~~Section~~Part II, Section 1(k) ~~of these Performance Standards~~hereof by the University or utilize a maintenance management system of its own choosing if the cost of such system is Approved by the University as part of the Five-Year Plan (a "CMMS"). To the extent requested by the University, the Concessionaire will provide a list of system components for prioritized funding through the Idaho State Permanent Building Fund.

i) Maintenance Workflow.

i. The Concessionaire shall use the existing, or propose a new (depending on availability of University and Concessionaire resources), maintenance workflow process to identify, prioritize, approve, execute, and document completion for all work. The maintenance workflow process shall align with the process for the Five-Year Plan.

ii. The Concessionaire shall maintain an asset list with documented criticality in the CMMS.

iii. The Concessionaire shall train all personnel on utilization of the maintenance workflow described herein including work order generation, backlog reviews, work prioritization, outage management, schedule development, and work completion. The following defines the type of work orders:

1. "Corrective Maintenance" is defined as the specific maintenance actions performed on Utility System Assets or Utility Facilities (or a portion thereof), in the event that a Utility System Asset's or a Utility Facility's current condition is below the required standards as identified by a Preventive Maintenance, Predictive Maintenance (as defined herein), or technician observation. The Concessionaire shall provide the Corrective Maintenance necessary to maintain the Utility System in good condition and repair and otherwise in accordance with Prudent Industry Practices.

2. "Emergency Maintenance" is defined as the maintenance necessary to restore operation to equipment, systems, or components in the Utility System that have failed to operate as required.

iv. The Concessionaire shall perform all Emergency Maintenance as promptly as possible within time limits agreed to by the Parties and if

applicable, adhere to the Unplanned Outage (as defined herein) requirements set forth herein.

v. The Concessionaire shall develop or maintain Preventive Maintenance and Predictive Maintenance plans based on equipment criticality, in accordance with Prudent Industry Practices, including applicable operations and maintenance best practices industry manuals and shall include those plans in the Operations Plan.

1. "Preventive Maintenance" or "PM" is defined as maintenance and/or inspections on a Utility System Asset or a Utility Facility or a portion thereof based on a pre-determined schedule or run time to reduce the probability of failure. A Corrective Maintenance work order shall be written to address any findings from a Preventive Maintenance task.

2. "Predictive Maintenance" or "PdM" is defined as the tests performed on a Utility System Asset or a Utility Facility or a portion thereof to determine current condition and remaining life to reduce the probability of failure. A Corrective Maintenance work order shall be written to address any findings from a Predictive Maintenance task.

vi. The Concessionaire shall perform PM and PdM in accordance with the plans included in the Operations Plan. The Concessionaire shall keep records and track PM and PdM completion against planned schedules. The Concessionaire shall develop a process for the Concessionaire to internally approve any delay of any PM and PdM plans for a Fiscal Year as soon as reasonably practicable after execution of the Concession Agreement and shall include a plan to address operational risks. The process for approving any such delay, the approval of any such delay and the results of each such test shall be recorded in accordance with the Record Retention Policy. The Concessionaire shall promptly provide the University with Notice of any critical equipment PM and PdM plans that are incomplete in accordance with the terms of such plans.

j) In order to properly assist the University in the comprehensive planning for, efficient management of, effective repair of, and controlled access to, the public ways on the University Campus and to lessen the public inconvenience of uncoordinated work in the Public Way while promoting the general public health, safety, and welfare, the Concessionaire shall adhere to any University or municipality policies, including the Safety, Health and Environmental Policies attached as Appendix U (collectively, the "EHS Policies"), provided that, with respect to other University policies, the University has provided the Concessionaire with written notice thereof.

k) Upon request of the University, the Concessionaire shall perform such services for which the Concessionaire has a Concessionaire Charge Rate as requested by the University that are outside of the Utility Services and the Utility System Operations, in which case the University shall pay to the Concessionaire the cost therefor by payment of the applicable Concessionaire Charge Rate within 30 Days after receipt of an invoice therefor.

l) The Concessionaire shall cause the Utility System to consume Supplies in a manner consistent with the Approved Five-Year Plan, and the University may direct the Concessionaire to consume Supplies in a particular manner upon Notice to the Concessionaire provided that if such direction (i) is materially inconsistent with the Approved Five-Year Plan, (ii) materially and adversely affects Utility System Operations (including the Concessionaire's ability to comply with Prudent Industry Practices or its other obligations under the Concession Agreement) or (iii) causes the Concessionaire to incur materially more Capped O&M Costs, which could not be reasonably avoided, then such direction shall be considered a University Directive if the Concessionaire provides the University with notice as soon as reasonably practicable after receipt of the University's direction.

2) **Exterior Appearance of Utility Facilities**

a) The Concessionaire shall maintain the exterior appearance of Utility Facilities in accordance with the University's design standards applicable to the University of Idaho, provided in Appendix F, as may be updated from time to time (the "Design Standards"). Changes to the exterior appearances of Utility Facilities, including but not limited to the color and lighting of such Utility Facilities and any signage thereon, shall require prior Approval of the University.

3) **Utility Marking, GIS Mapping and Asset Management**

a) The Concessionaire shall provide utility marking of the Utility System in accordance with applicable Law and Prudent Industry Practices. The utility marking process shall include:

i. Support design activities during project planning and development;

ii. Provide pre-excavation marking for all construction and maintenance projects with 48-hours of notification;

iii. Provide line locating and elevation during installation of new equipment; and

iv. Contact "Idaho Dig Line (811)" for marking of buried Utility System distribution assets before commencing digging activity.

b) The Concessionaire shall provide mapping updates to reflect modifications to the existing Geographic Information System ("GIS") for the Utility System including

mapping of all Utility System Assets that are abandoned and not removed during the Term. Such information and updates shall be provided in a format and include details as requested by the University.

i. The Concessionaire shall reasonably cooperate with the University in connection with the GIS, which contains information regarding both Utility Facilities as well as other facilities which are not part of the Utility System, in connection with any changes, updates or modifications to the Utility System.

c) The Concessionaire shall be responsible for providing updates for the GIS to the University in a timely manner to accurately depict the state of the existing Utility System. Within 10 Business Days after any change to the state of the existing Utility System, the Concessionaire shall provide to the University the information necessary for the University to update the GIS for the Utility System due to any material change including addition, modification, repair, or abandonment of any portion of the Utility System. For purposes of providing updates for changes to the Utility System due to construction activities, a ~~"~~"change~~"~~" shall be deemed to occur when the improvement being constructed is deemed ~~"~~"substantially complete~~"~~" and or becomes actively employed in delivering Utility Services.

d) The Concessionaire shall provide regular mapping update information to the University's team for the Utility System GIS (as designated by the University to the Concessionaire), to include surface feature updates and repairs and non-material changes, every 6 months.

4) **Health and Safety**

a) The Concessionaire shall develop and adhere to safety and security standards in performing Utility System Operations which standards, at a minimum, meet Prudent Industry Practices, applicable Law and EHS Policies. The Concessionaire shall develop and document policies and procedures to ensure the security and safety of the Utility System that, at a minimum, shall be consistent with Prudent Industry Practices and current emergency management policies or procedures provided in Appendix C (the "Facilities Emergency Management Plan") (See also Part II, Section 5(a) hereof). Such policies and procedures shall be included or referenced in the Operations Plan.

i. In addition, the electrical safety program shall be in compliance with all applicable Laws, including standards established by the United States Occupational Safety and Health Administration ("OSHA") as well as the National Fire Protection Association ("NFPA") (NFPA 70E), including applicable training and qualifications programs.

b) The Concessionaire shall maintain the security of the Tunnels in compliance with the requirements listed in Appendix V and shall comply with the confined space access protocols included as part of Appendix V. In addition, the Concessionaire

shall coordinate with the University's Department of Public Safety and local law enforcement, as appropriate. Where Tunnel access occurs through a University building, management of security must be coordinated with the University by calling the Facilities Maintenance Front Desk number which is currently (208) 885-6246 and this may be updated by notice from the University to the Concessionaire (the "University Front Desk Number") and reasonably coordinating with the University following such phone call.

c) The Concessionaire shall secure the industrial control systems within the Utility System in accordance with Prudent Industry Practices and University policy then in effect.

d) The Concessionaire shall promptly notify the University's Department of Public Safety and local law enforcement upon learning of suspected or alleged criminal activity concerning the Utility System.

e) The Concessionaire shall abide by all regulations of the University's Department of Public Safety.

f) The University's Department of Public Safety and EHS shall have access at all times (24 hours a day, 7 days a week) to all plants, buildings and any other Utility Facilities on the University Campus which are required to be maintained by the Concessionaire.

g) The Concessionaire shall be responsible for ensuring that safety security alarms, including fire alarms which are part of the Utility System, are directly tied to the life and safety systems of the University.

h) Except as otherwise provided in Concession Agreement, Concessionaire shall ensure that any and all cameras installed by Concessionaire in Utility Facilities shall provide a direct feed to the University's security office, use the University's network and meet the University's specifications for video surveillance as described in Appendix A.

i) The University of Idaho facilities are under the jurisdiction of the State Fire Marshall. Therefore, all Utility Facilities on the University Campus shall be subject to inspection by the State Fire Marshall, Environmental Health and Safety personnel, University Fire Protection personnel and the Department of Public Safety.

j) The Concessionaire shall adhere to any and all applicable policies, practices and procedures set forth by the University, including the EHS Policies.

k) As part of the Concessionaire's obligation to comply with all Laws, the Concessionaire shall comply with all OSHA requirements including but not limited to, documented safety training programs and injury reporting and logs.

l) The Concessionaire and the Operator are required to maintain commercial and appropriate drug testing in accordance with all applicable Laws, including the requirements of the US Department of Transportation.

5) **Emergency Response and Unplanned Outages**

a) The Concessionaire shall follow the current Facilities Emergency Management Plan in the event of an Emergency or other event described therein.

b) The Concessionaire shall provide personnel to support all procedures and activities required by the University during an Emergency and/or failure of the Utility System or any portion thereof which failure had not previously been approved by the University (each, an "Unplanned Outage"), as described in more detail for each Utility as set forth in Parts III through XI hereof, in order to provide the required Utility Services.

c) During an Unplanned Outage, the Concessionaire shall work cooperatively with the University until Utility Services are restored. During any Unplanned Outage, the Concessionaire shall follow all communication procedures for an Emergency and all applicable Emergency response plans provided by the University, including working with a representative contact designated by the Assistant Vice President for Facilities (the "Communications Contact"). The Concessionaire shall provide status updates as soon as possible after any Emergency or Unplanned Outage to the Facilities Maintenance Front Desk to any designated University contacts using the communication medium designated by the University.

d) The Concessionaire shall adhere to the procedures and requirements for an Unplanned Outage set forth in these Performance Standards for each individual component of the Utility System.

e) The Concessionaire shall designate a representative to participate in the University's Critical Incident Management Team (the "CIMT"), which representative shall:

i. Attend meetings at the reasonable request of the University;

ii. Obtain training required by the University; and

iii. Assist in coordination with the University to respond during Emergencies.

f) The Concessionaire shall adhere to the following priority list for restoration of the Utility System following an Unplanned Outage, whereby the Concessionaire shall cause buildings that contain in whole or in part the following functions to be tended to in this order of priority: (1) central public works utilities~~,~~; (2) health, life and safety~~,~~; (3) process cooling and heating loads~~,~~; (4) laboratory~~,~~; (5) research~~,~~; (6) agricultural buildings~~,~~; (7) administrative; and (8) out buildings serving cold storage. The foregoing priority list may be updated by the

University at any time upon written notice to the Concessionaire. Any such update shall not be considered a modification to these Performance Standards subject to Section 6.3 of the Concession Agreement.

g) During any Unplanned Outage, the Concessionaire shall send prompt updates to the CIMT and the designated Communications Contact, if activated, in addition to the procedures and requirements for an Unplanned Outage set forth in these Performance Standards for each individual component of the Utility System.

h) At least 48 hours before (i) any visit by a head of state or political dignitary, (ii) any significant political event, (iii) any home football game, (iv) move-in week for fall semester on the University Campus, (v) finals week for fall semester and spring semester for the University Campus (the exact dates of which shall be available on the University's website), (vi) graduation ceremonies or (vii) any other event which the University provides advance written notice of to the Concessionaire (each, a "Major Event"), the Concessionaire shall:

i. ~~Prepare~~prepare a response plan for an Unplanned Outage, in accordance with the University's then-existing mechanical and Electric System access and response practices and the Facilities Emergency Management Plan and promptly implement such plan as necessary; and

ii. ~~Provide~~provide a subject matter expert as a resource to the University's Strategic Communications Department and the CIMT before and during such Major Event.

i) If the Concessionaire is not provided with advance notice of a Major Event sufficient to comply with the deadline set forth in Part II, Section 5(h)~~,~~ above, the Concessionaire shall provide the listed information as soon as practicable following notification of any Major Event. If a Major Event recurs during a Fiscal Year, e.g., home football games, then the Concessionaire's responsibility shall be to provide such response plans and the subject matter expert for those Major Events, as a group, and the Concessionaire shall not be responsible for submitting separate information for each such Major Event within that group, unless the University so requests.

j) In the event an Unplanned Outage impacts the University Campus, the Concessionaire shall, at the University's request, provide a subject matter expert as a resource to the University's Strategic Communications Department for the duration of the need arising from the Unplanned Outage.

k) Promptly following any Unplanned Outage, and in any event within 15 Business Days thereafter, the Concessionaire shall provide to the University a report on such Unplanned Outage, which shall include a reasonably detailed summary of the Unplanned Outage, including the apparent cause, and the corrective actions taken with respect thereto. As soon as reasonably practical thereafter, but in any event within 60 Days after the Unplanned Outage, the Concessionaire shall

provide the University with a root cause analysis of the Unplanned Outage and any recommended changes in operations or Capital Improvements that the Concessionaire recommends to prevent future, similar Unplanned Outages.

l) The Concessionaire shall notify the Facilities Maintenance Front Desk as soon as reasonably practicable by calling the University Front Desk Number in the event of an Unplanned Outage.

6) **Procedures for Planned Outages**

a) The Concessionaire shall develop and follow plans and procedures for communicating a planned outage of the Utility System (a "Planned Outage") in a form and manner reasonably acceptable to the University. Failure to adhere to such requirements shall cause any outage of any part of the Utility System to be deemed an Unplanned Outage. In addition to the requirements set for forth above, the Concessionaire shall provide notice of such Planned Outage at least 10 Business Days before the Planned Outage.

b) Prior to a Planned Outage, the Concessionaire shall consult with the University to determine when temporary utility sources (such as electrical generators, boilers or chillers) are necessary to maintain building operations, and the Concessionaire shall provide such temporary utility sources as agreed with the University.

c) The Concessionaire shall coordinate the restoration of Utility Services following a Planned Outage with the University.

7) **Design Standards**

a) The Concessionaire shall follow the Design Standards for all portions of the Utility System, unless (i) otherwise provided for herein, (ii) the Utility System does not, as of the Closing Date, comply with the Design Standards and then only with respect to such non-compliance, or (iii) Approved by the University, provided that the University shall be reasonable in granting its Approval to a deviation from the Design Standards that is consistent with other deviations to the Design Standards then-existing with respect to the Utility System. The Concessionaire shall develop and document design standards for the Utility System or deviations from the existing Design Standards and shall submit them for Approval to the University within 1 Year after the Closing Date. The University shall review such proposal and respond, either approving or disapproving such submission within 60 Days after receipt thereof. If the University so disapproves, it shall provide a reasonably detailed explanation as to the reasons therefor, and the Concessionaire shall resubmit a revised submission addressing such reasons. Once such submission (or re-submission) is Approved by the University, it shall be included in the Design Standards and apply to the Utility System. Future changes to those Design Standards for the Utility System shall be Approved by the University before adoption.

b) The University retains the right to modify or update the Design Standards or (to the extent that such Design Standards relate to the Utility System) direct the Concessionaire to do so, which modification or update shall be deemed a modification of these Performance Standards under Section 6.3(a) of the Concession Agreement. The Concessionaire shall participate in and provide input on periodic updates to the Design Standards and shall provide proposed changes if requested by the University.

8) **Material and Equipment Management**

a) The Concessionaire shall procure all necessary equipment and materials to properly operate the Utility System. Such equipment and material shall be appropriate for its use and, at a minimum, meet Prudent Industry Practices.

b) The Concessionaire shall include in its Operations Plan its plan for materials management; which shall include:

i. ~~A~~a process for procuring materials for the operation of the Utility System;

ii. ~~A~~a process for maintaining adequate inventory levels to account for Planned Outages and Unplanned Outages;

iii. ~~A~~a plan for maintenance of Concessionaire's storage facilities;

iv. ~~A~~a method for staging materials; and

v. ~~Minimum~~minimum levels of certain materials identified as critical by the Concessionaire, below which the Concessionaire shall reorder such materials.

c) In all events, the Concessionaire shall purchase materials and equipment for use in the Utility System that are:

i. ~~Fit~~fit and serviceable for the intended purpose and free of defects;

ii. UL-listed, if applicable at the time of purchase; and

iii. ~~O~~of the type and quality typically used in Comparable Utility Systems.

9) **Personnel, Operations and Reporting**

a) Whenever the Concessionaire is required to utilize a qualified engineer, such engineer shall be subject to the University's prior Approval. The Concessionaire shall have the right to provide a list of qualified engineers to the University on an annual basis for the University's approval in accordance with Idaho Code. The Concessionaire shall then be permitted to utilize any engineer on such list.

b) As part of its Operations Plan, the Concessionaire shall provide a high-level staffing plan, which shall include, at a minimum:

i. ~~Organizational~~organizational chart(s);

ii. ~~Any~~any changes to shift planning for normal operations;

iii. ~~Emergency~~emergency response staffing and communications contact who is designated to work with the University (the "Concessionaire Communications Contact");

iv. ~~New~~new position descriptions;

v. ~~Screenings~~screenings / testing, which the Concessionaire shall provide to the University promptly after receipt thereof;

vi. ~~High-level~~high-level training and employee development plan;

vii. ~~Employee~~employee credentials, licenses and other certifications;

viii. ~~Diversity~~diversity and inclusion;

ix. ~~Rates~~rates of pay;

x. ~~Overtime~~overtime policies and practices for all employees; and

xi. ~~One~~one year and five-year plans for staffing level increases or decreases, including organizational charts indicating the areas of staff addition or reduction.

c) As part of its Operations Plan, the Concessionaire shall include a plan for providing personnel coverage during an Emergency, for both a short-term and long-term closure of the University. Such plan shall include a list of employees designated as serving in "essential," "alternate," or "standby" status during an Emergency, and identify the Concessionaire Communications Contact, for both short-term and long-term closures. The Concessionaire's Emergency staffing and designations shall conform with then-current University policies for Emergency preparedness and for short-term and long-term closures.

d) ~~Within 10 days after~~By the end of ~~each~~the following month, the Concessionaire shall provide the Utility System operating efficiency metrics as outlined in Appendix G. The Concessionaire shall cause the Utility System to be within 10% of the operating efficiency metrics outlined in Appendix G. If, in any month, the operating efficiency metrics are not within 10% of Appendix G, the Concessionaire shall promptly provide the University notice and shall cooperate in good faith with the University on the means to cause the operating efficiency metrics to be within 10% of Appendix G as soon as reasonably practicable.

e) Unless information is required earlier for meeting required compliance reporting and the University has provided the Concessionaire with prior notice thereof, within 60 Days after the end of a Fiscal Year, the Concessionaire shall provide information to the University regarding the operations of the Utility System, including:

i. ~~Supply~~supply mix and average cost of each Supply over the past Fiscal Year;

ii. ~~The~~the results of the chemical, water treatment, and pre-treatment plans;

iii. ~~Environmental~~environmental and regulatory compliance;

iv. ~~The~~the implementation of safety programs;

v. ~~The~~the effectiveness of utility data systems and IT network security;

vi. ~~Plant~~plant operating procedures;

vii. ~~Peak~~peak Utility System loads and percentage of installed capacity; and

viii. Utility System operating efficiency metrics as outlined in Appendix G.

f) The Concessionaire shall support project design reviews with the University Architectural and Engineering Services for University Campus projects requiring utility services support and new utility connection planning, design and construction inspections.

g) The Concessionaire shall plan and execute hot work and energized electrical equipment testing with respect to the Electric System per applicable safety standards including NFPA 70E.

h) The Concessionaire shall develop and conduct electrical power system studies ~~including load demand, short circuit, electrical coordination, and OSHA arc flash utilizing SKM software (or equivalent) and~~ in compliance with all applicable Institute of Electrical and Electronics Engineers ("IEEE") standards, ~~which~~and such studies shall be conducted on a 5-year cycle with an annual review of deferred maintenance projects. The Concessionaire will maintain University Campus SKM (or equivalent) arc flash modeling, incorporating facility and building studies as they are conducted and made available by the University. The Concessionaire will provide utility point of interconnection fault current data to the University promptly after receipt of written notice from the University.

i) The Concessionaire shall maintain Pipe-Flo and load models at or above the level existing as of the Closing Date or develop mutually acceptable alternative models for the steam portion of the Steam and Condensate System that is designed for pressures of at least 120 psi and the Chilled Water System.

j) The Concessionaire shall comply with the Utility Service Connection and Inspection Standards provided in the Design Standards.

10) **Environmental Compliance**

a) In operating the Utility System, the Concessionaire shall comply with applicable Environmental Laws, all Authorizations related thereto (including all Campus-Wide Permits), EHS Policies, and any and all environmental or sustainability standards, policies or procedures adopted by the University and communicated to the Concessionaire.

b) The Concessionaire shall instruct its employees and employees of the Operator to conduct all operation, repair, maintenance and replacement work in a manner so as to minimize exposure to Hazardous Substances. The Concessionaire shall notify the University of any planned activity that may disturb building materials containing Hazardous Substances and may require special handling pursuant to applicable Environmental Laws. If advance notice is not practicable, the Concessionaire shall notify the Facilities Maintenance Front Desk as soon as reasonably practicable by calling the University Front Desk Number after encountering building materials containing Hazardous Substances on or in the vicinity of the Utility System, and shall immediately cease any activity which would disturb or further disturb hazardous building materials until after Concessionaire has notified and consulted with the University regarding proper handling of such material. If the Concessionaire, in the course of its operation, repair, maintenance or replacement activities, creates a hazardous condition by disturbing or otherwise altering building materials containing Hazardous Substances, the Concessionaire shall manage such Hazardous Substances in accordance with all applicable Environmental Laws and in compliance with all University policies and programs including the EHS Policies and the Asbestos Management Program set forth in Appendix D.

c) If the Concessionaire encounters or disturbs any Hazardous Substances in the course of its operations for which the University has retained liability pursuant to Section 3.2(d) of the Concession Agreement, the Concessionaire shall notify the University in writing and shall also contact the Facilities Maintenance Front Desk and shall work with the University to facilitate any University action deemed necessary to comply with applicable Environmental Laws. In any case, Concessionaire shall take measures to avoid causing, exacerbating, or contributing to any hazardous condition or any Release of a Hazardous Material encountered in the course of its operations. Further, whenever the Concessionaire becomes aware of any Release of any quantity of a Hazardous Substance, the Concessionaire must comply with the notice requirements set forth in Section 8.1(b) of the Concession Agreement.

d) The Concessionaire shall be responsible for managing and remediating Hazardous Substances Released or encountered in the course of operations of the Utility System, including those in the Storm Water System, in accordance with all

applicable Environmental Laws but only to the extent specified in Section 8.1(b) of the Concession Agreement (and, for the avoidance of doubt, to the extent that such liabilities and obligations are not otherwise considered to be excluded from liabilities and obligations of the Concessionaire pursuant to Section 3.2(d) of the Concession Agreement). The Concessionaire shall notify and coordinate with EHS before taking any non-emergency action to address a Release of a Hazardous Substance and shall include the University in any correspondence with regulatory officials regarding the management and remediation of the Hazardous Substances. If the University becomes aware of any Release or presence of Hazardous Substances in the Storm Water System, it shall promptly notify the Concessionaire, and the Concessionaire shall remediate such Hazardous Materials in accordance herewith.

e) In addition to the obligations set forth in Section 11.13 of the Concession Agreement pertaining to the Campus-Wide Permits, the Concessionaire shall be responsible for coordinating with EHS for the completion of and filing all environmental reports and for environmental recordkeeping and monitoring pertaining to the operation of the Utility System as required by the University or as may be required under applicable Environmental Laws. In connection therewith, the Concessionaire shall promptly provide a copy of any report or communication submitted to a Governmental Authority by the Concessionaire or the Operator with respect to the Utility System related to Hazardous Substances or Environmental Laws.

f) As part of its obligations under Section 3.12(a) of the Concession Agreement, the Concessionaire shall provide all necessary related operational and environmental data to the University for inclusion in campus-wide regulatory environmental reports and required records.

g) The Concessionaire shall coordinate with the University, including EHS, regarding the development and implementation of the following plans/programs as required by applicable Environmental Laws:

i. Spill Prevention Control, and Countermeasure Plan ("SPCC Plan");

ii. ~~Storm~~storm water management plan which complies with applicable National Pollutant Discharge Elimination System rules and University requirements, including the University's Municipal Separate Storm Sewer System (MS4) permit;

iii. ~~Petroleum~~petroleum storage and tank management program including inspections; and

iv. ~~Refrigerant~~refrigerant leak monitoring, reporting, and corrective action.

h) The Concessionaire must certify annual compliance to the University by certifying at least to the following on September 30 of each year:

i. Certified recovery or recycling machines are used prior to disposal of appliances, except for MVACs and MVAC-like appliances. Certifications of machines are maintained on-site and available for review.

ii. Certified recovery or recycling machines are used when maintaining, servicing, or repairing appliances, except for MVACs. Certifications of machines are maintained on-site for review.

iii. Certified technicians verify that the applicable level of evacuation has been reached prior to opening.

iv. Records are maintained on-site for review showing compliance with the less than 15 or 35 percent loss of refrigerant within a 12-month period for appliances containing more than 50 pounds of refrigerant.

v. Certification of training for technicians is maintained on-site for review.

vi. Technician certification is provided to the wholesaler when purchasing Class I or Class II refrigerants.

vii. Service records are kept for appliances containing more than 50 pounds of refrigerant and are maintained on-site for review.

viii. All records shall be maintained at the refrigeration shop and accessible for inspection by the University and Idaho Department of Environmental Quality or its successor agency ("Idaho DEQ").

i) Hazardous Substances

i. The Concessionaire shall not be allowed to use, dispose, treat or store any Hazardous Substances, other than those used in its ordinary course of operations, without written consent by the University.

ii. The Concessionaire shall manage all wastes resulting from its operations in accordance with EHS Policies and applicable Environmental Laws. All applications, certifications and notifications required for the generation, storage and disposal of Hazardous Substances shall be provided to the University at least 10 Business Days in advance of their submission, and the Concessionaire shall, in good faith, discuss with the University any proposed changes thereto.

j) Wastewater

i. Industrial discharge from operation of the Utility System shall meet the requirements of all Laws, including Environmental Laws and any directives provided by Governmental Authorities.

ii. Wastewater discharge permits and wastewater discharge operating requirements shall be coordinated with the University, and are the responsibility of the Concessionaire.

iii. Preapproval from the applicable Governmental Agency for any discharges from the Sanitary Sewer System to the applicable municipal sewer system shall be the responsibility of the Concessionaire.

k) The Concessionaire shall be responsible for evaluation, recycling and/or disposing of waste generated in the course of Utility System Operations, in compliance with applicable Environmental Laws and in alignment with University policies. The Concessionaire shall collaborate in good faith with EHS in determining the foregoing.

l) Environmental Emergency

i. In the event that the Concessionaire has become aware of a Release of Hazardous Substances into the environment due to Utility System Operations, the Concessionaire shall immediately notify the University and the appropriate Governmental Authority in accordance with applicable Laws and applicable University policy.

ii. The Concessionaire shall also take immediate steps to remediate any release of Hazardous Substances and to minimize further Release of Hazardous Substances into the environment. The Concessionaire shall have the opportunity to coordinate with UI Facilities Management for pick up and disposal of recycling and municipal solid waste generated at the Concessionaire's expense and at the sole discretion of the University.

m) Construction in Flood Plain. Concessionaire shall be responsible for obtaining (on its own behalf or on behalf of the University, as applicable) any required Flood Plain Permits from the US Army Corps of Engineers and Idaho DEQ via the Joint Application process for the Utility System (including any Capital Improvements or Material Changes) and the Utility Facilities, and shall adhere to all requirements from permits issued by those authorities. The Concessionaire shall reasonably cooperate with the University for obtaining any required Flood Plain Permits from the US Army Corps of Engineers and Idaho DEQ via the Joint Application process for property outside of the Utility System and the Utility Facilities (or involving a combination of property within and outside the Utility System and the Utility Facilities).

n) Chemical Inventory. The Concessionaire shall be responsible for complying with the Resources Conservation and Recovery Act (RCRA) and the Emergency Planning and Community Right-to-Know Act (EPCRA) with respect to the Utility System Operations and the Utility System including all relevant chemical inventories and reporting requirements. Furthermore, the Concessionaire shall

comply with the University's Hazard Communication Program attached hereto as part of the Safety Health and Environment Policy in Appendix U.

o) Permits to Construct. If the Concessionaire undertakes any work that requires a permit to construct application to the Idaho DEQ and/or the State Department of Health, it shall provide the University all required materials to be submitted with respect thereto, including any application fees (the cost of which are Capped O&M Costs), and the University shall have the right to review and Approve or disapprove such application within 10 Business Days. If Approved, the University shall submit such application.

p) If in connection with any Authorizations, including the Campus-Wide Permits, any fees or charges are incurred with respect to the Utility System or the Utility System Operations, the Concessionaire shall pay such amounts to the University within 10 Business Days after request, and the cost thereof may be considered a Capped O&M Cost. With respect to the Title V Permit, the Concessionaire shall pay the annual emission inventory fees as calculated by the EHS and Idaho DEQ officials. The Concessionaire shall provide the responsible official from the University with all information pertaining to the annual emissions inventory. Notwithstanding the foregoing, to the extent that any fee, charge, penalty or other amount is payable in connection with any Authorization due to a failure to comply with a specified limit or other condition of such Authorization, the Concessionaire shall only be liable to pay a portion of such amount to the extent that its actions contributed to such failure.

q) Underground Storage Tanks. Neither the Concessionaire nor the Operator will install any underground fuel storage tanks on the Utility System Land or anywhere on the University Campus without the University's prior Approval.

r) Aboveground Storage Tanks. Neither the Concessionaire nor the Operator will install any aboveground storage tanks on the Utility System Land or anywhere on the University Campus without the approval of the university's Department of Environmental Health and Safety.

11) **Utility Office Functions**

The Concessionaire shall establish an office of the Utility System (the "Utility Office"), which shall be staffed by the Utility System Operator personnel and shall have a head of the Utility Office which shall serve as the lead of the Utility Office. The Utility Office is the primary point of contact for the University regarding information on the Utility System and Utility System Operations, including Planned Outages, Unplanned Outages, general campus information and event-specific information related to the Utility Facilities and Utility Services.

12) **Interagency Cooperation and Coordination**

a) The Concessionaire is required to cooperate with any and all local, state and federal governmental, regulatory and law enforcement agencies. As part of such cooperation, the Concessionaire shall expect, and reasonably accommodate,

planned and unplanned inspections by Idaho Department of Building Safety, Idaho DEQ, Idaho State Fire Marshal and EHS.

b) The Concessionaire's required cooperation may include, but not be limited to:

i. ~~Providing~~providing access to the Utility Facilities;

ii. ~~Closing~~closing Utility Facilities for public safety purposes;

iii. ~~Disconnecting~~disconnecting Utility Services or a portion thereof due to an Emergency or law enforcement situation;

iv. ~~Providing~~providing access to information contained in any surveillance system;

v. ~~Attending~~attending planning and operational meetings;

vi. ~~Providing~~providing a representative in the CIMT in the event of a large-scale or critical situation that involves any aspect of the Utility Facilities or the Concessionaire's responsibilities; or

vii. ~~Any~~any other action that is deemed necessary to ensure public safety.

13) **University Department Office Cooperation**

a) The Concessionaire will work collaboratively with departments, offices or other entities of the University for efficient, safe and effective Utility System Operations pursuant to the Concession Agreement and these Performance Standards or as may reasonably requested from time to time by the University.

b) The Concessionaire's involvement with these departments as it relates to the Utility System may include, but not be limited to:

i. ~~Participation~~participation in appropriate campus planning meetings including working with the University to coordinate responses to media or other inquiries;

ii. ~~Coordination~~coordination of information and logistical activities to ensure customer utility needs are met;

iii. ~~Coordination~~coordination between Concessionaire construction projects and other construction activities being conducted by the University;

iv. ~~Participation~~participation on work teams to plan impacts under numerous scenarios related to planned and unplanned events;

v. ~~Campus~~campus Emergency coordination;

vi. ~~On~~on- and off-campus construction; and

vii. ~~Working~~working with University stakeholders to execute plans.

14) **Public Relations and Media Interactions**

a) The Concessionaire shall have procedures in place for working with the University and also for interacting with the University community, to the extent requested by the University. All communications about the Utility System directed to the University Campus constituents, or other University stakeholders must be coordinated with and Approved by the University. The Concessionaire shall work with the designated University Communications Contact.

b) The Concessionaire shall work with the University administration to engage the University community and media before, during and after any material event impacting or involving the Utility System or Utility Service, which plan shall be implemented following Approval by the University.

c) The Concessionaire may be contacted by members of the University community and media regarding information pertaining to the Utility System or Utility Service, and the Concessionaire shall, at the University's option, either provide a referral to the appropriate entity (which may include a designated University representative) or a knowledgeable individual to respond directly to the University community and media. The University reserves the right to take any and all action necessary to ensure effective communication.

15) **Vehicle Use and Operation**

The Concessionaire will be permitted to utilize service vehicles to facilitate the operations of the Utility System. The Concessionaire shall cause all of the operators of those vehicles to be trained in accordance with the Commercial Drivers Training Program attached hereto as Appendix AA. In addition, because the Concessionaire's service vehicles will also represent the image and character of the University, the following guidelines must be followed for the use of service vehicles:

a) The Concessionaire must ensure such service vehicles are in good operating condition and must maintain a sufficient inventory of service vehicles to meet the obligations of the Concessionaire at all times.

b) The Concessionaire shall be responsible for ensuring the safe operation of all service vehicles.

c) Insurance must be secured and maintained in accordance with the Concession Agreement.

d) All service vehicles utilized by the Concessionaire must be clean, safe and regularly maintained to ensure safe operation.

e) The vehicle body must be relatively free from damage. If damage occurs, it must be repaired within a reasonable period of time.

f) Annual safety inspections must be performed and documented.

g) All vehicles in use must have a cumulative fleet MPG average which meets applicable Federal fuel-efficiency standards, and must otherwise comply with all Laws and applicable University sustainability standards.

h) All service vehicles will be clearly identified and bear uniform markings on both sides of the vehicle. These include, but are not limited to:

i. ~~Company~~company name; and

ii. ~~Vehicle~~vehicle (fleet) number located on the rear of each vehicle.

i) The Concessionaire shall develop and implement service vehicle user requirements and procedures including, but not limited to, the following:

i. ~~Employees~~employees must be properly trained on proper and safe use of service vehicles;

ii. ~~The~~the Concessionaire must provide standards and procedures for screening service vehicle drivers and maintaining driver records;

iii. ~~Service~~service vehicle operators shall not permit unauthorized passengers to utilize the service vehicles at any time; and

iv. ~~The~~the Concessionaire shall report all service vehicle accidents on University property to the University within ~~one (~~1~~)~~ Business Day following any accident.

j) Service vehicles are subject to all University parking regulations and procedures.

k) Service vehicles shall be licensed and authorized to use public roads.

16) **Utility Service Inquiries**

a) The Concessionaire shall establish and implement a process for recording in the existing CMMS (whether FAMIS or its successor) any University questions and comments about Utility System Operations and Utility Services ("Service Inquiries"). Service Inquiries shall be recorded as they are received. The Concessionaire shall maintain a record of Service Inquiries which shall include:

i. ~~Specific~~specific Utility Service referred to in each Service Inquiry;

ii. ~~Details~~details of the Service Inquiry;

iii. ~~A~~a description of actions taken by the Concessionaire in response to the Service Inquiry, including corresponding date of actions taken; and

iv. ~~Details~~details of how the Service Inquiry was resolved.

b) The database of Service Inquiries shall be provided to the University upon request.

c) The Concessionaire shall respond to all non-outage related Service Inquiries within ~~one (~~1~~)~~ Business Day of receipt thereof and shall resolve all Service Inquiries in a timely manner.

d) The Concessionaire must accept and respond to University Service Inquiries and outage reports on a 24-hour basis.

17) **Emergency Safety Plans**

a) As part of its Operations Plan, the Concessionaire shall include a Fire Safety Plan, Evacuation Plan and Building Emergency Action Plan (collectively, "Emergency Safety Plans") for the emergency response for Utility Facilities in the event of an Emergency that permits staff to quickly and safely evacuate each Utility Facility or take other applicable emergency measures to protect life and property. The Emergency Safety Plans must be in the same format as all other University building emergency action plans and include, in at least one of the Emergency Safety Plans, at a minimum, the following:

i. ~~Evacuation~~evacuation procedures and roles;

ii. ~~Evacuation~~evacuation routes;

iii. ~~Shelter-in-place~~shelter-in-place location(s);

iv. ~~Emergency~~emergency communications;

v. ~~Training~~training and drill schedules; and

vi. ~~Emergency~~emergency Utility Facility contact.

b) The Emergency Safety Plans will be created in conjunction with the CM Plan, as defined below. The Emergency Safety Plans shall be submitted to the University for the University's comment, but the University approval is not required. These plans must be evaluated on an annual basis and updated as needed. The Concessionaire shall make personnel and other resources available to conduct fire drills, Emergency drills or Emergency planning required by the University as requested.

c) The personnel training program shall include training on all Emergency activities and procedures required by Law. Documentation of enrollment and satisfactory completion shall be supplied to the University and updated at least annually.

18) **Continuity Management Plan**

a) As part of the Operations Plan, the Concessionaire shall include a Continuity Management Plan ("CM Plan") to establish procedures and protocols in relation to continuing or recovering services following an Emergency. This CM Plan must include, at a minimum, the following:

i. ~~Plan~~plan overview, scope, and assumptions document;

ii. ~~Response~~response teams with named individuals assigned to each team;

iii. ~~An~~an initial call tree;

iv. ~~Contact~~contact information for key team members, vendors, departments, agencies, and university stakeholders;

v. ~~Initial~~initial response activities in the following categories: command/leadership, communications, HR/employee care, financials, IT, and assessment;

vi. ~~A~~a list of all Utility Services, prioritized in order of recovery, with recovery time objectives assigned to each;

vii. ~~One~~one named individual as the contact in charge of recovery and one as an alternate contact for each service;

viii. ~~A~~a description of how each service will be continued or recovered in each of the following three scenarios:

1. ~~Unavailability~~unavailability of majority of staff;

2. ~~Unavailability~~unavailability of key applications and/or equipment; and

3. ~~Unavailability~~unavailability of the building/Utility Facility; and

ix. ~~List~~a list of minimally-required resources for recovery~~;~~.

b) This CM Plan will be created in conjunction with the Emergency Safety Plans. The Concessionaire must evaluate the CM Plan on at least an annual basis and update the CM Plan as needed.

19) **Information Technology, Communications and Connectivity**

a) The Concessionaire shall work with the ~~Division~~Office of Information Technology~~, Information Technology Services ("ITS~~ ("OIT") to develop and implement appropriate interconnection protocols and security measures whenever the Concessionaire is connecting to any electronic network, communications system or other electronic media owned, operated or managed by the University or its agents. The Concessionaire shall provide annually, as part of the Operations Plan, a plan to keep network components updated with a replacement plan for any outdated equipment. If network equipment maintained by the Concessionaire ages to the point that it no longer will take updates in security, operating system, or process software provided by the developer of such equipment, then the equipment shall be replaced by the Concessionaire within six (6) months after such point where appropriate.

b) The Concessionaire understands that the University network is not certified for life-safety levels of availability that the University network will not be available during planned or unplanned maintenance events and that repairs on peripheral portions of the University network are handled on a commercially reasonable efforts basis.

c) Prior to connecting to or using the University's electronic network, communications system or other electronic media, Concessionaire shall submit to the ~~ITS~~OIT for review, and approval all of Concessionaire's electronic network security protocols, application security protocols, data storage protocols, access management procedures, and any other information that ~~ITS~~OIT determines necessary to protect the integrity and security of the University's electronic systems and communications networks.

d) Any use of the University's electronic network, networking equipment, network closets, fiber infrastructure, copper infrastructure or other information systems shall be done with the approval of ~~ITS~~OIT and in compliance with current ~~ITS~~OIT policies and standards~~, attached hereto as Appendix X and Appendix Y~~.

~~e) Concessionaire understands that the University cannot share network equipment (including but not limited to switches, routers and firewalls) nor infrastructure services (including but not limited to DHCP, DNS, IPAM, AAA services and network access control).~~

~~f~~e) Concessionaire ~~hereby designates the following individuals: [_____]~~[1] will provide name and contact information of designees to respond in a timely fashion to any and all security incidents, including copyright complaints, on connectivity provided through University-provided IP addresses.

[1] ~~**NTD:** Concessionaire to provide.~~

~~g~~f) The University shall, except as set forth herein, retain responsibility for installing and maintaining the University's fiber network; provided, the Concessionaire shall be responsible for (i) protecting and maintaining such fiber network in accordance with its obligations to maintain the Tunnels set forth in Part II, Section 4(b) hereof and (ii) the Concessionaire shall be responsible for maintaining the portion of the University's fiber network that is exclusive and unique to the Utility System, to which the University hereby grants the Concessionaire a license to access, operate and maintain, and shall have the right to modify or add on to such portion of the University's fiber network with the University's Approval. The Concessionaire may lease fiber(s) or wired communications from the University, subject to agreement by the University, and shall have a non-exclusive right to use portions of the University's fiber network that had been used in Utility System Operations on a non-exclusive basis with other operations of the University prior to the Closing Date. Any costs charged by the University for communications equipment may be included as O&M Costs or Capital Improvement costs pursuant to the terms of the Concession Agreement. The University shall provide such optical fiber and/or wired communications to the Concessionaire at the cost normally charged by ~~ITS~~OIT to internal University customers, if available, or at the then-current average market rate charged by local providers of materially similar services.

~~h~~g) Any networks installed and maintained by Concessionaire as part of the Utility System must be built according to industry best practices including NERC CIP or other then-current standards as Approved by the University.

~~i~~h) Subject to the terms of the Concession Agreement and except as caused by the University's negligence or willful misconduct, Concessionaire assumes all risk and agrees to indemnify, defend and hold harmless the University from any and all actions, claims, costs, demands, or suits arising out of or resulting from the Concessionaire's connection to or use of any electronic network, communications system or other electronic media owned, operated or managed by the University or its agents.

~~j~~i) Prior to deploying or using any wireless communications within the geographic boundaries of the University, Concessionaire shall submit to ~~ITS~~OIT for review, approval and acceptance, a detailed description of Concessionaire's proposed wireless communications technology and any other information that ~~ITS~~OIT determines necessary. If required by ~~ITS~~OIT, the Concessionaire will implement all reasonable measures necessary (including abatement) to protect the integrity and security of current wireless communications networks and other equipment operating at the University.

~~k~~j) ~~Conditions and requirements for~~The Concessionaire's use ~~for all~~of the University's wired network (IP), dark fiber, cellular data, analog telephone, or 802.11 WiFi communications systems ~~on the University Campus, including~~shall be by the University's Approval only. The Concessionaire shall adhere to all

service-level agreements, security protocols and operating standards ~~for such use are set forth in Appendix X~~.

k) The line of demarcation for the Utility Network (as defined in Appendix BB) and certain roles and responsibilities of the University and the Concessionaire related to the Utility Network and information technology are set forth in Appendix BB.

20) **Ongoing Utility System Projects – Cogeneration Plant**

Within 180 Days after completion of the cogeneration plant identified as part of the Ongoing Utility System Projects, the University shall have the right to update these Performance Standards to provide reasonable additional requirements for the operation and maintenance of such cogeneration plant and to make reasonable changes to any of the existing requirements to accommodate such cogeneration plant. The Concessionaire shall reasonably cooperate with the University in developing such additional requirements and changes. Upon delivery of such update, the Performance Standards shall be deemed modified, and the University shall not owe the Concessionaire any Concession Compensation in connection therewith. Prior to the update of the Performance Standards described herein, the Concessionaire shall operate the cogeneration plant in accordance with the Concession Agreement and Prudent Industry Practices.

Part III - PERFORMANCE STANDARDS – CHILLED WATER SYSTEM

1) **Temperature Requirements**

a) The Concessionaire shall ensure that the supply temperature of all chilled water being supplied by the portion of the Chilled Water System within the Energy Plant, the South Campus Chiller Plant, and the McClure Hall Space on the University Campus must be between 42 and 46 degrees. The return ~~temperatures must~~temperature is targeted to be between 57 and 65 degrees.

b) The monitoring points to determine compliance with such requirements are set forth on Appendix O.

2) **Pressure Requirements**

a) The Concessionaire shall ~~ensure that the water being distributed by the Chilled Water System maintains pressure as required to maintain building chilled water interface valves in a general range between 20% and 90% open for normal operations that allows for flow control (provided that for any building on the University Campus that operates directly from Chilled Water System pressure, building chilled water interface valves may be up to 100% open).~~maintain a minimum differential pressure (defined as the difference between supply and return pressures) of 10 psi at the Albertson's building, or such other point as agreed by the University and the Concessionaire in writing (the "Chilled Water Pressure Measurement Point"). The differential pressure figure may be adjusted if agreed by the University and the Concessionaire acting reasonably, if supported by an accurate Chilled Water System hydraulic model prepared in accordance with Part III, Section 6 below.

~~b)~~ ~~The Concessionaire shall maintain a minimum differential pressure that is measured at the Albertson's building must be maintained at a 14 psi differential (pressure difference between supply and return).~~

~~c~~b) The monitoring points to determine compliance with such requirements are set forth on Appendix O.

3) **Line of Demarcation between Concessionaire and University**

a) Except as otherwise described herein, the line of demarcation for the Chilled Water System is depicted in Appendix L-3. Appendix L-3 serves as a representative diagram of the Chilled Water System. See also Appendix K-3 for a map of the Chilled Water System.

i. All chilled water plants, to include North Campus Chiller Plant, South Campus Chiller Plant, and McClure Plant, ~~and~~ all distribution equipment up to the isolation valve for the applicable campus building ~~envelopes interface control valves, interface meters and interface programmable logic controllers ("PLCs")~~, and meters shall be considered part of the

Chilled Water System~~; and~~. If an isolation valve is not present at a building, the line of demarcation will be immediately after the first building interface control valve.

ii. Any building/secondary pump, building piping, heat exchange equipment~~ and~~, valves, and controls downstream of the ~~interface equipment~~isolation valve contained within the building envelopes (or if there is no such isolation valve, then at the point immediately before the first building interface control valve) shall not be considered part of the Chilled Water System.

4) **Metering**

a) The Concessionaire shall maintain, operate and replace Chilled Water meters in accordance with the requirements outlined herein.

i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations.

b) As part of the Operations Plan, the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Chilled Water System. For the avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in the Design Standards attached as Appendix F.

c) The Concessionaire shall acquire, monitor and maintain Utility consumption data within the Utility System using metering software of its choosing, subject to the Approval of such software in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University access to view and use for billing purposes the real-time meter data at any time.

d) The Concessionaire shall ensure electronic metering occurs at a minimum of ~~60 second~~5-minute intervals.

e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.

f) The Concessionaire shall collaborate with construction teams for new buildings being added to the University Campus to ensure timely installation of all metering and interface equipment at the time of connection. Additionally, appropriate start-up procedures shall be followed and monitored by the Concessionaire to ensure no impact to the Chilled Water System.

g) Plant production meters.

i. Production meters for the Chilled Water System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University.

ii. Historical data starting after the Closing Date on plant production meters shall be maintained at a minimum of ~~1~~5-minute intervals and readily accessible for the University's review.

Raw data shall be provided to the University in a format that cannot be edited by Concessionaire. Data will be time stamped with the date, hour (in a 24-hour format) and minute~~iii.~~ . Data shall be stored as required by the Record Retention Policy. Prior years' data, to the extent available, shall be maintained for the University's review. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive and Predictive Maintenance Plans.

5) **Efficiency**

a) The Concessionaire shall operate the Chilled Water System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts, consistent with Prudent Industry Practices, to continuously improve the operating efficiency and use of resources including water for the Chilled Water System.

6) **Design Standards**

a) The Concessionaire shall maintain and ~~keep up to date~~update every 5 years (starting on the Closing Date) or within 60 Days after a building is added to, or removed from, the Chilled Water System, an accurate Chilled Water System hydraulic model, which may be Pipe-Flo or other similar modeling software, in order to:

i. ~~Inform~~inform new buildings being connected to the Chilled Water System of the design pressure drop requirements based on system hydraulic models; and

ii. ~~Verify~~verify and maintain system flow velocities according to design standards.

b) The Concessionaire shall cause the Chilled Water System to adhere to chilled water pipe velocity limits as set forth in the Design Standards, once Approved by the University in accordance with Part II, Section 7(a) hereof.

c) The Concessionaire shall follow the Design Standards in Appendix F.

7) **Unplanned Outage**

a) An Unplanned Outage for the General Chilled Water Portion of the Utility System (as defined in Schedule 15 of the Concession Agreement) shall mean the occurrence of one of the following:

i. Chilled water supply temperature exceeds 50 degrees ~~at any building interface supply point~~as measured at the chilled water supply of each chilled water plant, to include North Campus Chiller Plant, South Campus Chiller Plant, and McClure Plant, or supply pressure falls below 20 psi as measured at the Chilled Water Pressure Measurement Point for 30 continuous minutes or more~~ or supply pressure at any building interface falls below 20 psi for 30 continuous minutes as measured by the chilled water interface temperature and pressure transmitters identified on Appendix O for Chilled Water System Unplanned Outages as monitoring points, provided that it~~. It shall not be an Unplanned Outage if the supply temperature or ~~the~~ pressure is ~~below those levels~~outside the required range (A) if the applicable University building's automation system is not requesting chilled water~~ at that time~~, (B) if the supply temperature or pressure is changed upon request of the University, or (C) when ambient temperatures exceed the cooling design-day conditions that the Chilled Water System is rated for.

ii. Chilled water supply is interrupted to a building due to a closed or inoperable distribution valve, leakage, pipe failure, or other system failure on the chilled water distribution system; except in the case where the valve has been closed upon the request of the University.

iii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.

~~b) An Unplanned Outage for the Chilled Water Tank (Thermal Energy Storage) shall mean the occurrence of one of the following:~~

~~i. Failure to maintain a thermocline level of at least 30 at a temperature of 46 degrees or below.~~

~~ii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.~~

~~c~~b) The Concessionaire shall notify the University by calling the University Front Desk Number ~~and the Manager of the Energy Plant which is currently (208)~~

~~885-6271 and this may be updated by notice from the University to the Concessionaire (the "University Energy Plant Number")~~ if there is an excessive drop in chilled water ~~loop makeup of more than 25 gallons per minute for 5 continuous minutes or an average of 2 gallons per minute~~level in the Thermal Energy Storage tank of 1.5 inches or more over a 24-hour period.

~~d~~c) If an Unplanned Outage for the Chilled Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Chilled Water System Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.

~~e~~d) If operational issues occur that result in a high loop temperature event (greater than 50 degrees for 30 minutes) for the Chilled Water System, the Concessionaire shall:

i. ~~Notify~~notify the University by calling the University Front Desk Number;

ii. ~~Begin~~begin necessary corrective action; and

iii. ~~Provide~~provide updates as needed based on changes in the status of the Chilled Water System (and at least daily) and as more frequently as reasonably requested by the University to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 15 minutes or more.

8) **Redundancy**

a) Where ~~possible~~N+1 exists as of the date hereof or at such later date where N+1 comes to exist, the Concessionaire shall thereafter maintain an N+1 level of redundancy for the Chilled Water System. "N+1" is defined as the ability to meet ~~seasonal peak load~~campus design-day cooling loads assuming the largest capacity Utility System Asset of the Chilled Water System is non-functional.

b) If the Chilled Water System ~~is below~~has an N+1 level of redundancy, and at any point thereafter fails to maintain such N+1 redundancy, the Concessionaire shall promptly and diligently commence active work within 48 hours to correct the loss of system reliability ~~within 48 hours~~.

c) The Concessionaire shall maintain existing standby generators for the Chilled Water System in accordance with manufacturers' recommendations and Prudent Industry Practices with the rated capacity of at least the capacity in existence as of the Closing. The University has the right to increase such requirement in its reasonable discretion, which shall be deemed a modification of these Performance Standards under Section 6.3(a) of the Concession Agreement.

d) The Concessionaire shall perform standby generator testing for existing standby generators per manufacturers' recommendations.

e) The Chilled Water Business Continuity Plan shall be tested annually in coordination with University Facilities Management staff. The date and time of each test shall be discussed with the University and agreed upon no less than 15 days in advance of such test.

9) **Water Quality**

a) The Concessionaire shall adhere to the existing chemical and water treatment plan that it establishes as part of the Operations Plan, which treatment plan shall cover the Chilled Water System and reasonably address and prioritize the protection of health, life and safety of University students, employees, faculty and guests. Such plan shall cover frequency and validation of measurement and testing as well as the following items at a minimum:

i. ~~Scale~~scale and corrosion;

ii. ~~Microbiological~~microbiological control;

iii. ~~Copper~~copper corrosion;

iv. ~~Maintaining~~maintaining closed loop water chemistry; and

v. ~~Cooling~~cooling tower and condenser water:

1. ~~Scale~~scale and corrosion inhibitor; and

2. ~~Bleach~~bleach or other biocide;

For the South Campus Chiller Plant, monitor and maintain cooling tower cycles ~~in the range of~~above 2.5 ~~to 4~~ cycles as necessary to keep heat transfer services clean while minimizing water usage. For the North Campus Chiller Plant, monitor and maintain cooling tower cycles ~~in the range of~~above 5 ~~to 15~~ cycles, utilizing blended water, as necessary to keep heat transfer services clean while minimizing water usage. For the McClure Chiller Plant, monitor and maintain cooling tower cycles ~~in the range of~~above 2 or better cycles, as necessary to keep heat transfer services clean while minimizing water usage.

b) The Concessionaire shall require the chilled water systems in a new building that is to be connected to the Chilled Water System to be flushed and treated to central plant standards by the building owner or construction team before connecting to the Chilled Water System.

Part IV - PERFORMANCE STANDARDS – STEAM AND CONDENSATE SYSTEM

1) **Pressure Requirements**

a) The Concessionaire shall operate the steam portion of the Energy Plant to produce saturated steam for the University Campus distribution between ~~30~~10 psi and ~~60~~70 psi.

b) The Concessionaire shall ensure that each building served by the Steam and Condensate System maintain a minimum pressure of ~~30~~10 psi.

c) The Concessionaire shall operate the boilers and main header no higher than 200 psi.

d) For operation of the Microturbine generators that are part of the Steam and Condensate System (the "Microturbine Generators"), the Concessionaire shall operate the boilers and pressure reducing valves to provide ~~190psi~~ inlet pressure and ~~35 psi~~ outlet pressure as specified by the manufacturer.

e) The monitoring points to determine compliance with such requirements are set forth on Appendix O.

2) **Ongoing Utility System Projects - Cogeneration Plant (Microturbine Generators)**

a) The Concessionaire shall operate the Microturbine Generators that are part of the Steam and Condensate System at Maximum Electrical Power Output within the Pressure Requirements as specified in Part IV, Section 1 above and otherwise in accordance with Prudent Industry Practices, allowing for proper maintenance and service of equipment. "Maximum Electrical Power Output" is the design output capability of the turbine generators for sustained reliable operations.

~~2~~3) **Air Quality Permit with Idaho DEQ**

a) The Concessionaire must notify the ~~EHS by calling~~individual identified by the University ~~Front Desk Number and Idaho DEQ~~as the "EHS Responsible Official," as may be changed from time to time by notice to the Concessionaire (the "EHS Responsible Official") and the Idaho DEQ via email at the e-mail addresses of which the University or Idaho DEQ gives the Concessionaire notice, with any excess emissions (opacity event) that lasts three minutes or more in one hour, within 24 hours from the beginning of the event. The Concessionaire shall complete the DEQ AQ-C9 initial notification form (or any successor form thereto) and attach it to the e-mail notification to the EHS Responsible Official and the Idaho DEQ. The Concessionaire shall provide the EHS Responsible Official with a summary of the actions taken to correct the excess emissions event and the continuous monitoring data for the excess emissions event within 48 hours from the beginning of the event.

~~3~~4) **Line of Demarcation between Concessionaire and University**

a) Except as otherwise described herein, the line of demarcation for the Steam and Condensate System is depicted in Appendix L-4 and will be the point where the steam pipe enters the applicable building and connects to the building isolation valve. Appendix L-4 serves as a representative diagram of the Steam and Condensate System. See also Appendix K-4 for a map and further depiction of the Steam and Condensate System.

i. All steam piping up to the building isolation valve will be considered part of the Steam and Condensate System.

ii. All condensate piping from the condensate receiver pump outlet back to the Energy Plant shall be considered part of the Steam and Condensate System.

b) The Concessionaire shall be responsible for using existing water and chemical treatment in the Utility Facilities or such alternative treatment methodology to the extent Approved by the University, acting reasonably.

~~4~~5) **Metering**

a) The Concessionaire shall maintain, operate and repair steam condensate meters in accordance with the requirements set forth herein.

i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).

b) As part of the Preventive and Predictive Maintenance Plans the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Steam and Condensate System.

c) The Concessionaire shall ensure electronic metering occurs at a minimum of ~~60 second~~5-minute intervals.

d) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.

e) The Concessionaire shall ensure that all new building connections to the Steam and Condensate System are metered at the time of connection.

f) Plant production meters.

i. Production meters for the Steam and Condensate System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Steam and Condensate System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.

ii. Historical data starting after the Closing Date on plant production meters shall be maintained at a minimum of 5-minute intervals and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by ~~the~~ Concessionaire. Data will be time stamped with the date, hour (in 24~~-hr.~~-hour format) and minute. Data shall be stored as required by the Record Retention Policy. Prior years' data, to the extent available, shall be maintained for the University's review.

iii. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive and Predictive Maintenance Plans.

~~5~~6) **Efficiency**

a) The Concessionaire shall ensure that each boiler ~~maintain a boiler fuel efficiency of 77% or greater~~operates within 5% of the annual performance level as defined in Appendix G.

~~b) The Concessionaire shall ensure that the water recovery rate from the Hot Lime Softening System must be 99% or greater~~

~~c~~b) The Concessionaire shall measure and record ~~every 8 hours~~on a daily basis the condensate return rate and condensate hardness rate for the Steam and Condensate System and maintain such records for at least 3 full Years. If the condensate return for the Steam and Condensate System drops more than 3% below the average annual return rate for the preceding 3 Years, then the Concessionaire shall propose a plan to the University to remedy such reduction, and, if Approved by the University, shall implement such plan to the extent within the Utility System.

~~d~~c) The Concessionaire shall operate the Steam and Condensate System in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources including water for the Steam and Condensate System.

~~6~~7) **Design Standards**

a) If requested by the University, the Concessionaire shall propose as a Capital Improvement or Material Change an accurate Steam and Condensate System model using modeling software, in order to:

i. ~~Inform~~inform new buildings being connected to the Steam and Condensate System of the design pressure drop requirements based on system models; and

ii. ~~Verify~~verify and maintain system flow velocities.

If Approved by the University, the Concessionaire shall implement, operate and maintain such model such that it remains up to date and accurate.

b) The Concessionaire shall adhere to the following pipe velocity limits for the Steam and Condensate System:

i. ~~New~~new piping for the steam portion of the Steam and Condensate System to be installed at 120 feet per second ("fps") respectively at peak flow; and

ii. ~~Existing~~existing piping that exceeds 120 ~~feet per second ("~~fps~~")~~ shall require University approval prior to replacement of the piping causing the velocity that exceeds 120 fps.

c) Steam distribution lines installed after the Closing Date shall be located in a walkable Tunnel or Utilidor.

d) The Concessionaire shall follow the Utility Service Connection and Inspection Standard set forth in the Design Standards.

~~7~~8) **Unplanned Outage**

a) An Unplanned Outage for the General Steam Portion of the Utility System (as defined in Schedule 15 of the Concession Agreement) shall mean the occurrence of one of the following at the monitoring points identified on Appendix O for General Steam Portion of the Utility System Unplanned Outages~~.~~:

i. Steam pressure at ~~a building supply pressure transmitter~~the furthest point from the Energy Plant in the distribution network is less than ~~30~~10 psi for 15 consecutive minutes or more;

ii. Steam supply is interrupted to a building due to ~~loss of compressed air for the building pressure reducing valve,~~ a closed or inoperable building isolation valve, leakage, pipe failure, or other system failure;

except in the case where the valve has been closed upon the request of the University; or

iii. ~~The~~the Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.

~~b) An Unplanned Outage for the Steam Plant (as defined in Schedule 15 of the Concession Agreement) shall mean the occurrence of one of the following at the monitoring points identified on Appendix O for Steam Plant Unplanned Outages.~~

~~i. The Steam Plant fails to provide at least 30 pi steam pressure to the General Steam Portion of the Utility System.~~

~~ii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.~~

~~c~~b) If an Unplanned Outage of the Steam and Condensate System occurs, which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day work, commence active work, regardless of potential delay by others, to correct the Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.

c) An outage in the Steam and Condensate System caused solely by operation of the Microturbine Generators at Maximum Electrical Power Output shall not be deemed an Unplanned Outage.

d) If operational issues occur that result in a low steam pressure or event for the Steam and Condensate System, defined as an instance where the Steam and Condensate System is providing steam at less than ~~30~~10 psi for 15 minutes at ~~a building pressure transmitter or any building connected to the Steam and Condensate System.~~ the furthest point from the Energy Plant in the distribution network, the Concessionaire shall:

i. ~~Notify~~notify the University by calling the University Front Desk Number if any portion of the University Campus is affected~~.~~;

ii. ~~Immediately~~immediately commence operation of the wood-fired and natural gas boilers to provide steam to the University Campus that meets the ~~temperature and~~ pressure requirements set forth herein, which wood-fired and natural gas boilers shall operate until such time as the Unplanned Outage is corrected;

iii. ~~Begin~~begin necessary corrective action; and

iv. ~~Provide~~provide updates every 60 minutes if outdoor temperatures are below 32 degrees, and every 24 hours otherwise, to UI Facilities Management by calling the University Front Desk Number if an incident

exceeds 60 minutes or 24 hours, as applicable, based on the appropriate notification timeline or more~~;~~.

~~8~~9) **Redundancy**

a) Where ~~possible~~N+1 exists as of the date hereof or at such later date where N+1 comes to exist, the Concessionaire shall thereafter maintain an N+1 level of redundancy for the Steam and Condensate System. "N+1" is defined as the ability to meet seasonal peak load (reasonably calculated by the Concessionaire using measured historic data) assuming the largest capacity Utility System Asset of the Steam and Condensate System is non-functional.

b) If the Steam and Condensate System ~~is below~~has an N+1 level of redundancy, and at any point thereafter fails to maintain such N+1 redundancy, the Concessionaire shall promptly and diligently commence active work within 48 hours to correct the loss of system reliability ~~within 48 hours~~.

c) The Concessionaire shall ensure that at least one out of two steam lines that provide steam to the University Campus is functional at all times.

d) Concessionaire shall use a chemical treatment plan for the Steam and Condensate System, as part of the Operations Plan, which must be at least as stringent as the chemical treatment plan existing as of the execution of the Concession Agreement. Such plan shall cover frequency and validation of measurement and shall adhere to ASME boiler water quality standards.

e) The Concessionaire shall maintain standby electrical backup generators for the Steam and Condensate System in accordance with manufacturers' recommendations and Prudent Industry Practices with the rated capacity of at least the capacity in existence as of the Closing. The University has the right to increase such requirement in its reasonable discretion, which shall be deemed a modification of these Performance Standards under Section 6.3(a) of the Concession Agreement.

f) The Concessionaire shall perform standby generator testing per manufacturer's recommendations.

g) The Concessionaire shall also include pretreatment standards as part of the Operations Plan, which shall include standards for:

i. ~~Conductivity~~conductivity and hardness limits from water treatment plan; and

ii. ~~Oxygen~~oxygen removal de-aerators.

h) The Concessionaire shall adhere to American Society of Mechanical Engineers boiler water quality standards.

~~9~~10) **Fuel Operations and Storage**

a) The Concessionaire must maintain consistent fuel delivery operations from the solid fuel Supply inventory to the Energy Plant to satisfy the needs of the Energy Plant at all times.

b) The Concessionaire must maintain the Chip Storage/Drying Facility, to include the scale, covered storage, scale shack, conveyance system, shaker separator, and rolling stock. The rolling stock includes the Kenworth Tractor with Trailer, 950 CAT Front End Loader, Hough Front End Loader and a Ford F-500 truck, and if any of the foregoing require replacement, such replacement shall be considered Capital Improvements.

~~10) **Condensate water storage**~~

~~a) The Concessionaire shall maintain the condensate storage at a continuous 6,000 gallon minimum volume so long as the Steam and Condensate System is not then more than 3% below the average annual condensate return rate for the preceding 3 Years.~~

Part V - PERFORMANCE STANDARDS – ELECTRIC SYSTEM

1) **Power Requirements**

~~a)~~ ~~Concessionaire shall ensure that the Electric System maintains the following at the monitoring points identified on Appendix O for the Electric System:~~

~~i.~~ ~~At both the East Substation and the West Substation, the O transformer tap changers to deliver voltage consistent with the voltage then being delivered on the Closing Date with such changes as the University may require and +6%/- 5% of nominal per current version of American National Standards Institute ("ANSI") C84.1, or equivalent; and~~

~~ii.~~ ~~0.95 minimum power factor at the substation buses.~~

~~b~~a) The Concessionaire shall design, procure, install, operate and maintain the Electric System such that it is configured for customer determined building load (as communicated by the University to the Concessionaire) and requirements for reliability and redundancy.

~~c~~b) The Concessionaire shall operate and maintain the Electric System such that it meets the following power quality requirements using SEL revenue grade hardened utility metering including relay protection:

i. ~~For~~for harmonic distortion, comply with University Design Standards, inclusive of the Avista design and construction standards referenced therein, specifying maximum distortion allowable on the Electric System from connected loads, provided that the University shall cooperate with the Concessionaire to address distortion in excess of the maximum distortion allowable on the Electric System, to the extent such distortion is introduced by a connected load and provided further that if there is any ambiguity or conflict within the Design Standards with respect thereto, the controlling standard shall be IEEE 519; and

ii. ~~For~~for voltage sag or swell events, investigate any such event and minimize internal system disruption and take affirmative measures to reduce sensitivity of key utility components to reduce trips from minor sag and/or swell events. Minor sag and/or swell events include brownouts or power bumps, and/or power surges resulting in flickering lights or simple loss of power to low voltage remote notification systems, and or controls serving plants, systems and equipment requiring simple corrective actions to restore functionality.

~~d~~c) Notwithstanding anything to the contrary contained herein, the Concessionaire shall operate the Utility System to participate in a Main Campus curtailment type program as directed by the University, and the Concessionaire shall not be in

breach of any of the requirements of these Performance Standards if it operates in accordance with such curtailment.

2) **Line of Demarcation; Concessionaire, University, and Avista Utility**

a) Except as depicted in Appendix L-1, or as set forth in Part V, Section 2(b) ~~of this Part V~~below, the line of demarcation for the Electric System as between the University and the Concessionaire shall be at the point of presence for the service line, which is the building electrical service ~~meter or, absent a~~switch. The building electrical service meter, if present, shall be included as part of the Electric System, regardless of its location before or after the building electrical service switch. See also Appendix K-1-A for a map of the Electric System on the Main Campus and Appendix K-1-B for a map of the Electric System, North Farm.

b) Except as depicted in Appendix L-1, the line of demarcation for the Electric System as between the Concessionaire and any third-party electricity providers ("External Electric Utilities") shall be: (i) for the Main Campus, up to the external electrical substation transformers low-side cable terminations; and (ii) for the North Farm, up to and including the main transformer feeding disconnect switches on each building.

c) All cabling, switchgear, transformers, duct banks, manholes, and vaults and substation buildings and associated infrastructure between the External Electric Utilities and building lines of demarcation (as described herein) shall constitute the Electric System.

i. Avista Corporation, or its Affiliate, operates under an easement from the University and maintains its own equipment and the high side transmission lines feeding the two external electrical substations serving the University Campus and the North Farm.

ii. Sight perimeter walls chain link fence, access and drainage systems and the SPCC Plan shall be included as part of the Electric System.

d) The Concessionaire shall review and assume the current University role in complying with the access, operating, interlocking, and station service arrangements between the University and External Electric Utilities systems.

e) Where the physical line of demarcation within the Electric System is not set forth herein, or is not otherwise apparent, the line of demarcation shall be located on the low voltage side of the relevant building or structure transformer(s).

3) **Metering**

a) The Concessionaire shall maintain, operate and replace Electric meters in accordance with the requirements set forth herein.

i. The Concessionaire shall ensure the revenue grade meters are accurate and calibrated to the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).

ii. Concessionaire shall provide the University with all information from the meter readings, in a format prescribed by the University and in a manner that allows the University to maintain, without interruption, the University's then-current internal system for usage recording and billing.

b) As part of the Preventive and Predictive Maintenance Plans developed in Section 1(i)(iv), the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Electric System. For the avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in the Design Standards attached as Appendix F. Electric meters to be maintained per requirements of electric metering codes and guidelines.

c) The Concessionaire shall either continue to use the existing software programs that the University uses to acquire, monitor and maintain Utility consumption data within the Utility System or use metering software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time meter data for all meter sites.

d) The Concessionaire shall ensure electronic metering occurs at a minimum of ~~60 second~~5-minute intervals.

e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing, utility assessments.

f) The Concessionaire shall ensure that all new building connections to the Electric System are metered in accordance with the Design Standards. Temporary construction power shall be metered and read via manual reads. For new installations coming on-line, at the time permanent power is connected metering shall be in place for manual reads and shall be networked as soon as reasonably practicable meeting the specifications set forth herein.

g) Substation and campus feeder meters.

i. Main ~~substation~~feed and customer meters that are part of the Electric System must be in service when equipment is operating, functioning properly and reporting to a data system accessible by the University. If a

meter or its network communications fails, it shall be repaired as expeditiously as possible.

ii. Main ~~substation~~feed meters shall have event capture capability and store wave form level detail during periods of electrical disturbance.

h) The Concessionaire shall maintain Schweitzer Engineering Laboratories (SEL)-735 revenue meters (or an equivalent Approved by the University in its discretion) on all of the substation transformers in existence as of the Closing Date and can also compare meter readings to the Avista Feed Meters where applicable and SEL relays (or an equivalent, in each case, Approved by the University in its discretion). The Concessionaire shall then compare internal meters monthly to billed consumption from the serving utility promptly and shall report such result to the University.

4) **Efficiency**

a) The Concessionaire shall operate the Electric System in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources for the Electric System.

5) **Design Standards**

a) The Concessionaire shall adhere to the University's Design Standards and all legal requirements for the Electric System including but not limited to IEEE and NFPA.

b) The Concessionaire is prohibited from installing, constructing or using above grade transmission and distribution lines, except as Approved by the University on a case by case basis.

6) **Unplanned Outage**

a) An Unplanned Outage for the Electric System shall mean the occurrence of one of the following at the monitoring points identified on Appendix O for Electric System Unplanned Outages:

i. ~~A~~a failure at a distribution feeder breaker, or building transformer ~~failure~~, primary fuse or primary switch opens, secondary service protector main or feeder breaker opens, or any other cause determined by the University (acting reasonably) to originate within the Utility System which interrupts service to a building connected to the Electric System (in each case, except where such event is caused by a fault within a building, or other campus infrastructure, beyond the line of demarcation for the Utility System); or

ii. ~~The~~the Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.

b) If an Unplanned Outage of the Electric System occurs which causes a loss of service, the Concessionaire shall promptly and diligently, including 24-hour a day work, commence active work to correct the Unplanned Outage and restore service, regardless of potential delay by others (unless proceeding despite such potential delay by others could reasonably result in further Unplanned Outages). Such updates shall be deemed a modification under Section 6.3(a) of the Concession Agreement.

c) If there is an Unplanned Outage of the Electric System, the Concessionaire shall:

i. ~~Notify~~notify the University by calling the University Front Desk Number if any portion of the University Campus is affected.

ii. ~~Begin~~begin necessary corrective action; and

iii. ~~Provide~~provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more;

d) The Concessionaire shall communicate with the University when it becomes aware of an External Electric Utility line or service feed that is out of service and is impacting any University Facilities, or plans to perform such work that could impact reliability for the University.

7) **Redundancy**

a) Where ~~possible~~N+1 exists as of the date hereof or at such later date where N+1 comes to exist, the Concessionaire shall thereafter maintain an N+1 level of redundancy for the Electric System. "N+1" is defined as the ability to meet seasonal peak load assuming ~~the largest capacity Utility System Asset of the Electric System~~one of the primary electric feeds is non-functional.

b) If the Electric System ~~is below~~has an N+1 level of redundancy, and at any point thereafter fails to maintain such N+1 redundancy, the Concessionaire shall promptly and diligently commence ~~active~~ work ~~to correct the loss of system reliability~~ within 48 hours~~.~~ to restore N+1. Such 48-hour period shall not commence until the Concessionaire has obtained any necessary authorization for such work.

c) Each component of the Electric System shall have at least one independent backup.

i. For each ~~substation in the~~electrical feed from the applicable External Electric ~~System~~Utility, maximum capacity, as set by the applicable

External Electric Utility, shall be met with the loss of a single transformer or bus.

~~ii. For distribution feeders in the Electric System:~~

~~1~~ii. ~~Buildings~~ For distribution feeders in the Electric System buildings, must be assigned a normal and alternate feed (except for those facilities radially fed)~~; and~~.

~~2. Feeder loading shall be maintained prudently below protective relay settings in accordance with Prudent Industry Practices.~~

iii. For building service substations in the Electric System, they shall be in a main-tie-main configuration for critical facilities such as, research facilities and larger stadiums and may be single-ended for non-critical facilities. This main-tie-main applies to East and West feed interconnectivity.

d) The Concessionaire shall operate, maintain and replace, as necessary, the ~~gas engines~~electric generator(s) that provide emergency back-up power to ~~certain buildings~~the Energy Plant and other parts of the Utility System on the University Campus, such that they shall provide at least the quality and quantity of backup service as exists on the Setting Date.

e) The Concessionaire shall participate in annual power-loss testing on the University Campus at such times and in such frequency as reasonably requested by the University.

~~f) The Concessionaire shall operate, maintain and replace, as necessary, the gas engines at North Farm that provide emergency back-up power to certain buildings on the University Campus in the same manner that it is required to operate, maintain and replace the rest of the Utility System, such that they shall provide at least the quality and quantity of backup service as exists on the Effective Date.~~

8) **Distribution System Switching**

a) The Concessionaire shall maintain a ~~table of relay settings on feeders and substation transformers~~transformer inventory for the Electric System in accordance with Prudent Industry Practices.

b) The Concessionaire shall provide switching for planned maintenance, curtailment or construction outages for the Electric System. Switching shall result in no unplanned interruption to the University.

c) Switch loading for the Electric System shall be done as required to comply with the following load limits:

i. ~~Bus~~bus limits;

ii. ~~Transformer~~transformer load limits; and

iii. ~~Feeder~~feeder loading limits.

~~d) The Concessionaire shall provide low voltage switching and support for building outages.~~

~~e~~d) As requested by the University for planning/design, for the duration of construction of new facilities on the University Campus, the Concessionaire shall provide construction power and support which shall include metering.

Part VI - PERFORMANCE STANDARDS – DOMESTIC WATER SYSTEM

1) **Regulatory Requirements**

a) The Concessionaire shall ensure that the Domestic Water System is compliant at all times with all current State of Idaho and Federal Regulatory requirements of the United States Safe Drinking Water Act (40 CFR 141) (the "Safe Drinking Water Act"), all applicable Idaho DEQ Idaho Rules For Public Water Systems, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code.

b) For any capital improvements or upgrades or additions to the Domestic Water System made after the Closing Date, the Concessionaire shall ensure that those capital improvements or upgrades or additions to the Domestic Water System meet all applicable Idaho DEQ Idaho Rules For Public Water Systems, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code 2017.

c) The Concessionaire shall ensure that the Domestic Water System is ~~operated and maintained by at least two certified State of Idaho certified Drinking Water Distribution class 2 operators for the class of systems its rated at with compliance Idaho APA~~under the supervision that is required by Idaho Administrative Rules ("IDAPA") 58.01.08, *et. seq,* and the Safe Drinking Water Act.

d) The Concessionaire shall resume responsibility of the operating and maintaining University of Idaho Cross Control Program over the ~~330~~ assemblies that includes annual testing, repairing and replacing if needed by certified State of Idaho certified Backflow Assembly Tester in compliance with the Safe Drinking Water Act, all applicable Idaho DEQ Idaho Rules For Public Water Systems, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code 2017, each as amended from time to time.

e) The Concessionaire shall report ~~demand and~~ consumption of domestic water and a water profile to the ~~Director of Utilities and Engineering Services and or~~University or its designated assigns and representatives on a monthly basis no later than the ~~5th day~~end of the following calendar month ~~and, further, the Concessionaire shall separately notify the University of any variances of more than 2% in the reportable data from the prior~~. The report will include variance in consumption from the previous years for the given month.

2) **Pressure Requirements**

a) The Concessionaire shall ensure that the water being distributed by the Domestic Water System maintains pressure of at least ~~50~~25 psi as measured at the pressure at the base of campus highest elevation water towers ~~as~~at the meters shown on Appendix O.

b) The Concessionaire shall ensure that the water psi being distributed by the Domestic Water System maintains pressure not above ~~80~~150 psi ~~at the point of connection to any water service~~ as shown on Appendix O.

~~c) The Concessionaire shall ensure that the water psi being distributed by the Domestic Water System maintains pressure not above 125 psi as shown on Appendix O.~~

3) **Line of Demarcation between Concessionaire and University**

a) Except as otherwise described herein, the line of demarcation for the Domestic Water System, including building apparatus for firefighting water and fire ~~Hydrants~~hydrants is at the point of diversion from the mainline or meter whichever occurs first, which is depicted on Appendix L-2~~-B~~. A map showing the Domestic Water System is set forth on Appendix K-2.

b) All ~~Backflow assemblies and domestic water meter~~fire hydrants, premises backflow assemblies, and premises water meters, regardless of the meter location before or after the building or premises backflow assembly, are included within the Domestic Water System ~~on the main service to the buildings~~, except where the applicable building is not served by the Domestic Water System, in which case no such equipment shall be considered part of the Domestic Water System. All building/secondary pumps, ~~heat exchangers~~equipment, fixtures, and associated building piping shall not be considered part of the Domestic Water System ~~except for backflow assemblies and domestic water meters on main building service~~.

4) **Metering**

a) The Concessionaire shall maintain and operate Domestic Water System meters in accordance with the requirements set forth herein and in the Concession Agreement, provided that if any such meters do not meet the requirements set forth herein and in the Concession Agreement as of the Closing Date, the Concessionaire shall be excused from such compliance until such time as they, whether through completion of an Ongoing Utility System Project or a Capital Improvement made by the Concessionaire and Approved by the University.

i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).

ii. Concessionaire shall provide the University with all information from the meter readings, in a format prescribed by the University and in a manner

that allows the University to maintain, without interruption, the University's then-current internal system for usage recording and billing. The Concessionaire-installed smart meters must be read at consistent intervals as described in paragraph (d) of this Section 4.

b) As part of the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv) of these Performance Standards, the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Domestic Water System. For the avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in the Design Standards attached as Appendix F.

c) The Concessionaire shall continue to use the existing Siemens (SCADA), Software licensed software programs that the University uses to acquire, monitor and maintain Utility ~~consumption~~production data within the Utility System or use metering software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time meter data.

d) The Concessionaire shall ensure electronic metering occurs at a minimum of ~~60 second~~5 minute intervals for consumption meters and 1 day intervals for production meters. Metering read via radio transmitter or other means shall occur on the first of each month for billing purposes.

e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.

f) The Concessionaire shall ensure that all new building connections to the Domestic Water System are metered at the time of connection and that those meters are networked to the Utility Network as soon as reasonably practicable in order to meet the specifications set forth herein.

g) Plant production meters.

i. Production meters for the Domestic Water System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Domestic Water System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.

ii. Historical data starting after the Closing Date on plant production meters shall be maintained at a minimum of 5-minute intervals and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by Concessionaire. Data will

be time stamped with the date, hour (in 24 hr. format) and minute. To the extent available, Concessionaire shall maintain prior years' data for the University's review.

iii. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv) of these Performance Standards.

5) **Efficiency**

a) The Concessionaire shall operate the Domestic Water System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources, including reduction in water loss from the Domestic Water System.

b) The Concessionaire will maintain and operate a water loss control program that will mitigate loss over the entire Domestic Water System ~~less than or equal to 2% aggregate loss over the entire Domestic Water System~~. The Concessionaire shall notify the University if there is excessive Domestic Water System water loss in the system ~~defined as 2% or greater in aggregate at any point(s) in~~. The Concessionaire will recommend a value for excessive loss within the first four years after the Closing Date, following a comprehensive evaluation of the Domestic Water System~~.~~ which shall be conducted at the sole expense of the Concessionaire, and the Parties shall, acting reasonably and in good faith, agree upon the value for excessive loss. If the Parties fail to come to such agreement within 45 Days after completion of such evaluation, either Party may refer such dispute to Article 18 of the Concession Agreement.

6) **Design Standards**

a) If requested by the University, the Concessionaire shall propose as a Capital Improvement or Material Change an accurate Domestic Water System hydraulic model, using modeling software, in order to:

i. ~~Inform~~inform new buildings being connected to the Domestic Water System of the design pressure drop requirements based on system hydraulic models; and

ii. ~~Verify~~verify and maintain system flow velocities according to design standards.

If Approved by the University, the Concessionaire shall implement, operate and maintain such model such that it remains up to date and accurate.

b) The Concessionaire shall cause the Domestic Water System to adhere to the following pipe velocity limits:

i. ~~New~~new piping to be limited to 10 ~~feet per second (“~~fps~~”)~~ at peak flow; and

ii. ~~New~~new piping velocity ~~at peak flow~~ shall comply with applicable ASTM International standards.

c) Domestic Water System distribution piping shall be direct buried unless no other practicable option exists other than to place Domestic Water System piping in a Tunnel, provided that the University must Approve that there is no practicable option to direct bury such piping.

d) All water service and water mains wall penetrations that are part of, or connected to, the Domestic Water System must be links seal and Ductile Iron pipe.

e) The Concessionaire shall follow the Utility Service Connection and Inspection Standard in the Design Standards and all new Domestic Water System mains must be approved of Idaho DEQ prior to installation.

In furtherance of its obligations under the Concession Agreement, the Concessionaire shall maintain and keep up to date with University of Idaho standards, (IDAPA 58.01.08) (Idaho rules for Public Water Systems) American Water Work Association (“AWWA”) and Idaho State Plumbing Code 2017.

7) **Unplanned Outage**

a) An Unplanned Outage for the Domestic Water System shall mean the occurrence of one of the following:

i. ~~Domestic~~domestic water supply to a building served by the Domestic Water System has no water pressure in any area of the building as reported and reasonably verified by the University due to a closed or inoperable isolation valve, leakage, pipe failure, or other system failure on the Domestic Water System for distribution; except in the case where the valve has been closed upon the request of the University;

ii. ~~The~~the Domestic Water System has less pressure than 20 psi to main and service lines in accordance with State of Idaho Administrative Rules;

iii. ~~Failure~~failure to provide the approved water supply capable of supplying the required fire flow for fire protection water in accordance with ~~applicable Law~~2018 International Fire Code, Section 507, as may be amended in the future; or

iv. ~~The~~the Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.

b) The Concessionaire shall notify the University Front Desk Number if there is excessive Domestic Water System water loss in the Domestic Water System~~ defined as 2% or greater in aggregate at any point(s) in the Domestic Water System.~~, with such excessive loss value to be as determined in accordance with Part VI, Section 5(b) above, and the Concessionaire shall cooperate in good faith with the University to implement such measures to reduce such excessive loss.

c) If an Unplanned Outage for the Domestic Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Domestic Water System Unplanned Outage and restore service; unless otherwise Approved by the University in its sole discretion.

d) If operational issues occur that result in a low water pressure event (lower than 20 psi on any water main for the Domestic Water System as measured at the monitoring point on Appendix O, the Concessionaire shall:

i. ~~Notify~~notify the University by calling the University Front Desk Number;

ii. ~~Notify~~notify Idaho DEQ of low water pressure rule in accordance with IDAPA 58.01.08, part 552.01.b.ii.(1), as may be amended from time to time ;

iii. ~~Notify~~notify Local Fire Department if ~~no~~ water service to building fire protection system is impacted;

iv. ~~Begin~~begin necessary corrective action, including, if needed to control property damage, by closing water main valve if needed and re-routing flow thru water mains to campus; and if needed provide ~~bottle~~bottled water to patrons~~.~~; and

v. ~~Provide~~provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.

8) **Redundancy**

a) Where ~~possible~~N+1 exists as of the date hereof or at such later date where N+1 comes to exist, the Concessionaire shall thereafter maintain an N+1 level of redundancy for the Domestic Water System. “N+1” is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset of the Domestic Water System is non-functional.

b) If the Domestic Water System ~~is below~~has an N+1 level of redundancy, and at any point thereafter fails to maintain such N+1 redundancy, the Concessionaire shall promptly and diligently commence active work within 48 hours to correct the loss of system reliability ~~within 48 hours~~.

9) **Water Quality**

a) The Concessionaire shall ensure compliance by the Domestic Water System with the Safe Drinking Water Act and the Domestic Water Plant operating permit requirements.

b) The Concessionaire shall ensure compliance with the State standards, set forth in Part VI, Section 1(d) hereof, of any capital improvements or upgrades or additions to the Domestic Water System made after the Closing Date.

c) The Concessionaire shall ensure compliance with State of Idaho DEQ and EPA sampling monitoring schedules and share records with the University.

d) The Concessionaire shall require the domestic water systems in a new building that is to be connected to the Domestic Water System to be flushed and treated to central plant standards by the building owner or construction team before connecting to the Domestic Water System.

e) The Concessionaire shall comply with the Infectious Disease Response Plan attached as Appendix I the Concessionaire shall comply with the Infectious Disease Response Plan attached as Appendix I, as may be amended from time to time upon notice to the Concessionaire.

f) The Concessionaire shall ensure compliance with AWWA and Idaho DEQ standards on operating, maintaining and servicing water reservoirs.

Part VII - PERFORMANCE STANDARDS – COMPRESSED AIR SYSTEM

1) **Temperature Requirements**

a) The Concessionaire shall ensure that the compressed air being distributed by the Compressed Air System has the ability to maintain a dew point of 40 degrees or lower ~~at each of the monitoring points in the Utility System for the Compressed Air System as identified on Appendix O when the associated Utility Facility is in service~~as measured at the output of the air dryers located in the Energy Plant.

2) **Pressure Requirements**

a) The Concessionaire shall ensure that the compressed air being distributed by the Compressed Air System is maintained at a range from ~~80-90psi~~80-90 psi at the main pressure control transmitter for the air system as identified on Appendix O.

3) **Line of Demarcation between Concessionaire and University**

a) ~~The~~All air compressors, dryers, and associated equipment within the Energy Plant and distribution piping shall be part of the Compressed Air System. Except as depicted in Appendix L-5, the line of demarcation for the Compressed Air System ~~is located at the foundation of the Energy Plant and is distributed throughout the district energy tunnel network to the building mechanical room in buildings, as depicted on Appendix L-5.~~ as between the University and the Concessionaire shall be the first campus building or bicycle station isolation valve. See also Appendix K-5 for a map of the Compressed Air System.

b) See also Appendix K-5 for a map of the Compressed Air System.

~~b~~c) All building or bicycle station piping, valves, and associated equipment shall not be considered part of the Compressed Air System.

4) ~~**Metering**~~**Efficiency**

~~a)~~ ~~Production meters for the Compressed Air System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Compressed Air System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.~~

~~b)~~ ~~Historical data on plant production meters shall be maintained and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by the Concessionaire. Data will be time stamped with the date, hour (in 24 hr. format) and minute.~~

~~c)~~ ~~Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed). The schedule for such calibration shall follow the Preventive Maintenance and Predictive Maintenance plans.~~

~~5)~~ ~~**Efficiency**~~

a) The Concessionaire shall operate the Compressed Air System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources for the Compressed Air System.

~~6~~5) **Design Standards**

a) The Concessionaire shall design and install all Compressed Air System piping in accordance with ASTM standards and University design standards. All piping will be type "K" copper.

b) The Concessionaire shall follow the Utility Service Connection and Inspection Standard in Design Standards.

~~7~~6) **Unplanned Outage**

a) An Unplanned Outage for the Compressed Air System shall mean the occurrence of one of the following:

i. ~~Compressed~~compressed air supply is interrupted to a building due to a closed or inoperable isolation valve, leakage, pipe failure, or other system failure on the Compressed Air System; except in the case where the valve has been closed upon the request of University; or

ii. ~~The~~the Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.

b) The Concessionaire shall notify the University by calling the University Front Desk Number if the Compressed Air System is running more air compressors than normal to keep up with demand over a 24-hour period.

c) If an Unplanned Outage for the Compressed Air System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Compressed Air System

Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.

d) If operational issues occur that result in an outage of the Compressed Air System, the Concessionaire shall:

i. ~~Notify~~notify the University by calling the University Front Desk Number if any portion of the University Campus is affected;

ii. ~~Begin~~begin necessary corrective action; and

iii. ~~Provide~~provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.

~~8~~7) **Redundancy**

a) Where ~~possible~~N+1 exists as of the date hereof or at such later date where N+1 comes to exist, the Concessionaire shall thereafter maintain an N+1 level of redundancy for the Compressed Air System. "N+1" is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset of the Compressed air System is non-functional.

b) If the Compressed Air System ~~is below~~has an N+1 level of redundancy, and at any point thereafter fails to maintain such N+1 redundancy, the Concessionaire shall promptly and diligently commence active work within 48 hours to correct the loss of system reliability ~~within 48 hours~~.

[Part VIII – ~~PERFORMANCE STANDARDS – UTILITY SCADA NETWORK SYSTEM~~

Intentionally Omitted]~~1) Availability Requirements~~

~~a) The Concessionaire shall ensure that the data infrastructure and network assets for the Utility System that transmit all data gathered by the network devices for the Utility System and transmits all other data and electronic information within the Utility System and all Utility Facilities to the data historians (the "Utility Network") is maintained in accordance with Prudent Industry Practices and is maintained in a manner that it has available all data information reasonably necessary for safe plant and distribution system operation as well as commodity billing and that it stores all such data and information gathered by the Utility Network.~~

~~2) **Line of Demarcation between Concessionaire and University**~~

~~a) The Utility Network is separated from the University Campus network by a physical Fortinet firewall which will be operated and maintained by the Concessionaire. Data shall be made available outside the Utility Network via an University Approved SCADA and control system server. This server shall exist behind the physical firewall and shall maintain the capability to pass data to a University-owned PI Server, which resides on the University's network, via PI-to-PI protocol, PI-Connector, or other University-Approved secure connection. Concessionaire shall have the option to maintain for its own use any other PI system elements, such as a PI AF Server and/or PI Vision capabilities behind the firewall. The University will have the right to determine which PI assets it will utilize on its side, as shown in Appendix P. For clarity, Appendix P illustrates the PI configuration that the Concessionaire will be required to adhere to on the Closing Date. All assets used to manage data on the Utility Network, including the firewall, a PI Server (or any approved successor server) shall be included in the Utility Network System as shown on Appendix P.~~

~~b) Additionally, the Utility Network System extends into University Buildings to collect metering data from Utility System Meters. The demarcation of the Utility Network System components within the buildings is also provided in Appendix P.~~

~~3) **Utility Network Components**~~

~~a) The Concessionaire shall monitor, maintain and operate the Utility Network system components in accordance with the requirements set forth herein.~~

~~b) The Concessionaire shall provide annually, as part of the Operations Plan, a plan to keep Utility Network components updated with a replacement plan for any outdated equipment. If network equipment ages to the point that it no longer will take updates in security, operating system, or process software provided by the~~

developer of such equipment, then the equipment shall be replaced within 6 months after such point.

c) The Concessionaire shall either continue to use the existing GE Global Care, Software Toolbox (OPC) and PI OsiSoft licensed software programs that the University uses to acquire, monitor and maintain Utility consumption data within the Utility System or use software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time data.

d) The Concessionaire shall ensure control and data reliability appropriate for the criticality of the monitored devices.

e) All metering shall be revenue grade where applicable, and will be connected to the Utility Network using a network interface or University-Approved telemetry.

f) An Unplanned Outage of the Utility Network shall not be a KPI Event; however, the Concessionaire shall use commercially reasonable efforts to minimize the number and duration of Unplanned Outages of the Utility Network and will, as soon as reasonably practicable following such Unplanned Outage, restore the performance of the Utility Network.

4) **Unplanned Outage**

a) An Unplanned Outage for the Utility Network shall mean the occurrence of one of the following:

i. Loss of a key component of the Utility Network system that creates immediate operability issues;

ii. Loss of a key component of the Utility Network system that causes a loss of redundancy in key systems; or

iii. An unrecoverable loss of utility billing data for a period of more than 24 hours.

b) If an Unplanned Outage for the Utility Network System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Utility Network Unplanned Outage and restore service; unless otherwise Approved by the University in its sole discretion.

~~c) If operational issues occur that result in an outage for the Utility Network System, the Concessionaire shall:~~

~~i. Begin necessary corrective action within 2 hours for Emergency Situations (as defined below), and as soon as reasonably practicable for Urgent Situations (as defined below):~~

~~d) An "Emergency Situation" occurs with respect to the Utility Network if there is a (i) loss of network; (ii) loss of server; (iii) loss of PLC (CW interface); (iv) loss of network switch or router; (v) failure of substation relay; or (vi) a water plant issue endangering production.~~

~~e) An "Urgent Situation" occurs with respect to the Utility Network if there is: (i) redundancy lost in any network system; (ii) a Utility System meter offline; or (iii) a Complicity client offline.~~

~~5) **Redundancy**~~

~~a) Where possible, the Concessionaire shall maintain appropriate levels of redundancy for the Utility System Assets that make up the Utility Network System, so that secure and continuous operation can be maintained at all times. As part of such redundancy, the Concessionaire shall adhere to the following backup policy:~~

~~i. Full and incremental backups protect and preserve corporate network information and should be performed on a regular basis for system logs and technical documents that are not easily replaced, have a high replacement cost or are considered critical, consistent with the University's Institutional Data Backup Policy, attached hereto as Appendix B. Backup systems should be housed in a secure and geographically separate location from the original and isolated from environmental hazards. Backup network components, cabling and connectors, power supplies, spare parts and relevant documentation should be stored in a secure area on-site as well as at other corporate locations. For the avoidance of doubt, backup media, data and other information may be stored on non-physical offsite data storage solutions.~~

~~ii. System databases~~

~~1. A copy of the most current network and system databases must be made at least twice per month or based on frequency of changes made.~~

~~2. The lead network administrator is responsible for this activity.~~

~~iii. Access to backup databases and other data are tested annually.~~

Part IX - PERFORMANCE STANDARDS – STORM WATER SYSTEM

1) **Regulatory Requirements**

a) The Concessionaire shall ensure that the Storm Water System complies with all applicable Laws and the City of Moscow Storm Water Plan.

b) For any capital improvements or upgrades or additions to the Storm Water System made after the Closing Date, the Concessionaire shall ensure that those Capital Improvements or Material Changes to the Storm Water System meet the current applicable standards Idaho DEQ, Idaho Rules For Storm Water Systems 58.01.02, State of Idaho Stormwater Best Management Practices, all rules promulgated by the American Water Work Association and applicable Law.

2) **Pressure Requirements**

a) The Concessionaire shall ensure that the water being removed by the Storm Water System maintains ~~pressure as~~ required ~~to maintain~~ flow rates such that water does not back up and pool at Storm Water System entry points as identified on Appendix K-6.

3) **Water Quality**

a) The Concessionaire shall ensure compliance by the Storm Water System with the Clean Water Act and operating under EPA region 10 permit requirements.

b) The Concessionaire shall ensure compliance by the Storm Water System with the Clean Water Act and operating under State of Idaho MS4 permit requirements.

c) The Concessionaire shall ensure storm water collection systems are properly maintained and tested for compliance including all retention ponds, storm water oil separator.

4) **Line of Demarcation between Concessionaire and University**

a) The line of demarcation for the Storm Water System between the University and the Concessionaire shall be five feet from the building envelope.

~~a~~b) The Storm Water System shall include all piping, valves, manholes, access points and outfalls used to move storm water from the ~~University Campus grounds~~Storm Water System to the appropriate discharge ~~point~~, whether into the City of Moscow storm system or Paradise Creek, as identified on Appendix L-6. ~~Appendix L-6 serves as a representative diagram of the Storm Water System.~~ See also Appendix K~~-6-~~ 6 for a map of the Storm Water System.

~~b) Demarcation of all storm water systems discharging from any building is 5' from the building envelope. The Concessionaire is responsible for the Storm Water~~

~~System starting at the point that is five feet from the structural barrier between the interior and exterior of each building on the University Campus.~~

5) **Design Standards**

a) The Concessionaire shall maintain and update on an annual basis an accurate Storm Water System asset condition report which will indicate any deficiencies in the capacity or design of the Storm Water System. This Storm Water System report will also be used to:

i. ~~Inform~~inform new buildings being constructed adjacent to the Storm Water System; and

ii. ~~Verify~~verify and maintain Storm Water System capacities according to Design Standards.

b) The Concessionaire shall ~~cause the Storm Water System to~~ adhere to the following ~~storm water pipe velocity limits~~flow capacities for the Storm Water system:

i. ~~Storm Water System shall be capable of removing the~~New piping for storm water lines shall convey water from a 24-hour, 75-year ~~rain~~storm event without ~~any failures or pooling~~overflowing.

c) Storm Water System distribution piping shall be direct buried.

6) **Unplanned Outage**

a) An Unplanned Outage for the Storm Water System shall mean the occurrence of one of the following:

i. Storm Water System fails to remove ~~the storm water from any portion of the University Campus~~or retain on site the runoff volume produced from a 24-hour, 75-year storm event (or less) such that the water causes damage to any property or facility ~~during a 75-year rain event (or less) (~~, provided that the foregoing shall not constitute an Unplanned Outage to the extent that such damage results from damage ~~resulting from a deficiency~~, original design, or construction existing at the Closing Date (which is proven by the Concessionaire to the University's reasonable satisfaction) to the extent that the Concessionaire has included the remediation of such deficiency in its initial Five-Year Plan and is diligently pursuing the remediation steps on the timetable set out in such initial Five-Year Plan).

ii. Storm water flow is interrupted and is not removed from the University Campus such that the water causes damage to any property or facility due to a closed or inoperable distribution valve, leakage, pipe failure, or other

system failure on the Storm Water System; except in the case where the valve has been closed upon the request of the University.

b) The Concessionaire shall notify the University by calling the University Front Desk Number if there is a reasonable possibility that the Storm Water System capacity is not sufficient to meet these Performance Standards.

c) If an Unplanned Outage for the Storm Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Storm Water System Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.

d) If operational issues occur that result in a reduced Storm Water System capacity event , the Concessionaire shall:

i. ~~Notify~~notify the University by calling the University Front Desk Number if any portion of the University Campus is affected;

ii. ~~Begin~~begin necessary corrective action; and

iii. ~~Provide~~provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.

Part X - PERFORMANCE STANDARDS – SANITARY SEWER SYSTEM

1) **Pressure Requirements**

a) The Concessionaire shall ensure that the water and other materials being distributed by the Sanitary Sewer System ~~maintains pressure as~~maintain required ~~to maintain~~ flow rates such that sanitary sewer water does not back up into any connected facilities.

2) **Line of Demarcation between Concessionaire and University**

a) The line of demarcation for the Sanitary Sewer System between the University and the Concessionaire shall be five feet from the building envelope. Separators, retention tanks, and other equipment used to prevent contaminants such as greases, oils, chemicals, etc. from entering the Sanitary Sewer System shall not be considered part of the Sanitary Sewer System regardless of their location in relation to the line of demarcation.

~~a~~b) The Sanitary Sewer System shall include all piping, valves, manholes and access points used to move wastewater from the University Campus buildings to the appropriate discharge into City of Moscow sewer ~~main~~mains as identified on Appendix L-7. ~~Appendix L-7 serves as a representative diagram of the Sanitary Sewer System.~~ See also Appendix K-7 for a map of the Sanitary Sewer System.

~~b) Demarcation of all sanitary sewer systems discharging from any building is 5' from the building envelope. The Concessionaire is responsible for the Sanitary Sewer System starting at the point that is five feet from the structural barrier between the interior and exterior of each building on the University Campus.~~

3) **Design Standards**

a) The Concessionaire shall cause the Sanitary Sewer System to adhere to the current Idaho State Plumbing Code 2017, American Water Work Association, and all applicable Laws.

b) Sanitary Sewer System distribution piping shall be direct buried.

4) **Unplanned Outage**

a) An Unplanned Outage for the Sanitary Sewer System shall mean the occurrence of one of the following:

i. ~~Sanitary~~sanitary Sewer System fails to remove the sanitary sewage from any portion of the University Campus such that the sanitary sewage causes damage to any property or facility;

ii. ~~Sanitary~~sanitary Sewer System flow is interrupted and fails to remove the sanitary sewage water from a facility such that the sanitary sewage causes

damage to any property or facility or creates a situation such that the facility may not be used normally due to a closed or inoperable distribution valve, leakage, pipe failure, or other system failure on the Sanitary Sewer System; except in the case where the valve has been closed upon the request of the University~~.~~; or

iii. ~~A~~a portion of the University's property served by the Sanitary Sewer System is unable to be operated because the Concessionaire failed to maintain the Storm Water System in accordance with Prudent Industry Practices.

b) For the avoidance of doubt, it shall not be an Unplanned Outage of the Sanitary Sewer System if an Unplanned Outage is caused by a user of the Sanitary Sewer System (other than the Concessionaire, the Operator or their Representatives) disrupting the Sanitary Sewer System by disposing of items in the Sanitary Sewer System for which it was not intended to be used.

c) The Concessionaire shall notify the University by calling the University Front Desk Number if there is a reasonable possibility that the Sanitary Sewer System capacity is not sufficient to meet these Performance Standards.

d) If an Unplanned Outage for the Sanitary Sewer System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Sanitary Sewer System Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.

e) If operational issues occur that result in a reduced Sanitary Sewer System capacity event, the Concessionaire shall:

i. ~~Notify~~notify the University by calling the University Front Desk Number if any portion of the University Campus is affected;

ii. ~~Begin~~begin necessary corrective action; and

iii. ~~Provide~~provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.

Part XI - PERFORMANCE STANDARDS – RECLAIMED WATER SYSTEM

1) **Regulatory Requirements**

a) The Concessionaire shall operate that Reclaimed Water System in compliance with all applicable Laws, the State of Idaho DEQ Permit M-028-03, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code

b) For any Capital Improvements or Material Changes to the Reclaimed Water System made after the Closing Date, the Concessionaire shall ensure that those Capital Improvements or Material Changes to the Reclaimed Water System meet the current applicable State of Idaho DEQ Permit M-028-03 (Idaho DEQ) Idaho Rules For Public Water Systems (58.01.17), all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code

c) The Concessionaire shall ensure that the Reclaimed Water System is ~~operated and maintained by at least two certified State of Idaho certified Wastewater Treatment operators and Wastewater Treatment Operator Land Application licenses for the class of systems its rated at with~~under the supervision required by IDAPA 58.01.16 and operated in compliance ~~of applicable Laws and State of~~with Idaho DEQ Permit M-028-03.

d) The Concessionaire ~~is responsible for reporting demand and consumption~~shall report production of reclaimed water and a water profile to the ~~Director of Utilities and Engineering Services and~~University or designated ~~assigns and~~ representatives on a monthly basis, no later than the ~~5th day~~end of the following calendar month~~, which~~. The report shall include information on efficiency, reuse, and ~~consumption~~production metrics consistent with the University's practice prior to the Closing Date ~~and, further, the Concessionaire shall separately notify the University of any variances of more than 2% in the reportable data from the prior~~, to include variance in consumption from previous years for the given month. .

2) **Pressure Requirements**

a) The Concessionaire shall ensure that the water ~~being distributed by the Reclaimed Water System maintains pressure of at least 40 psi, at the backpressure valve of the golf course supply discharge points, as measured at the pressure at the campus highest elevation water towers as shown on Appendix O.~~

psi ~~b)~~ ~~The Concessionaire shall ensure that the water being~~ distributed by the Reclaimed Water System maintains pressure not above ~~8~~150 psi ~~at the point of connection to any water service~~ as shown on Appendix O.

~~c) The Concessionaire shall ensure that the water psi distributed by the Reclaimed Water System maintains pressure not above 125 psi as shown on Appendix O.~~

3) **Line of Demarcation between Concessionaire and University**

a) Except as otherwise described herein, the line of demarcation between the Concessionaire and the University for the Reclaimed Water System~~, including all~~ shall be at the first isolation valve off the main line. All reclaimed water irrigation systems and irrigation clocks ~~as identified on~~shall not be included in the Reclaimed Water System. Appendix L-8 ~~and Appendix L-9. Each of Appendix L-8 and Appendix L-9~~ serves as a representative diagram of the Reclaimed Water System. See also Appendix K-8 for a map of the Reclaimed Water System.

b) The line of demarcation for the Reclaimed Water System serving the University's golf course shall be at the backpressure CLA-Val brand valve, after the isolation valve. The University's golf course holding ponds shall not be part of the Reclaimed Water System.

c) The line of demarcation between the Concessionaire and the City of Moscow shall be after the discharge monitoring valve at the Wastewater Treatment Plant. Appendix L-9 serves as a representative diagram of the demarcation.

4) **Metering**

a) The Concessionaire shall maintain and operate Reclaimed Water System meters in accordance with the requirements set forth herein and in the Concession Agreement.

i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).

ii. Concessionaire shall provide the University with all information from the meter readings, in a format prescribed by the University and in a manner that allows the University to maintain, without interruption, the University's then-current internal system for usage recording and billing. The Concessionaire-installed smart meters must be read at consistent intervals as described in paragraph (d) of this Section 4.

b) As part of the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv), the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Reclaimed Water System. For the avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in University of Idaho Standards.

c) The Concessionaire shall continue to use the existing Siemens (SCADA), Software licensed software programs that the University uses to acquire, monitor and maintain Utility consumption data within the Utility System or use metering software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time meter data.

d) The Concessionaire shall ensure electronic metering occurs at a minimum of ~~60-second~~1-day intervals for production meters. Metering read via radio transmitter or other means shall occur on the first of each month for billing purposes.

e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.

f) The Concessionaire shall ensure that all new ~~building~~ connections to the ~~Domestic~~Reclaimed Water System are metered at the time of connection and that those meters are networked to the Utility Network as soon as reasonably practicable in order to meet the specifications set forth herein.

g) Plant production meters.

i. Production meters for the Reclaimed Water System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Reclaimed Water System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.

ii. Historical data on plant production meters starting after the Closing Date for plant production meters shall be maintained and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by the Concessionaire. Data will be time stamped with the date, hour (in 24 hr. format) and minute. Data shall be stored in the Utility Network as required by the Record Retention Policy. Prior years' data, to the extent available, shall be maintained for the University's review.

iii. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv).

5) **Efficiency**

a) The Concessionaire shall operate the Reclaimed Water System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural resources and, in any event, in accordance with the requirements set forth herein and in the Reclaimed Water Permit attached hereto as Appendix M. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources, including reduction in water loss from the Reclaimed Water System. The Concessionaire will maintain and operate a water audit and water loss control program serving to mitigate loss over the entire Reclaimed Water System in accordance with the provisions of the Reclaimed Water Permit attached hereto as Appendix M.

6) **Design Standards**

a) If requested by the University, the Concessionaire shall propose as a Capital Improvement or Material Change an accurate Reclaimed Water System hydraulic model, using modeling software, in order to:

i. ~~Inform~~inform new buildings being connected to the ~~Domestic~~Reclaimed Water System of the design pressure drop requirements based on system hydraulic models; and

ii. ~~Verify~~verify and maintain system flow velocities according to design standards.

~~If Approved by the University, the Concessionaire shall implement, operate and maintain such model such that it remains up to date and accurate.~~

b) The Concessionaire shall ~~cause~~design and construct the Reclaimed Water System to adhere to the following pipe velocity limits:

i. ~~New~~new piping to be limited to 10 ~~feet per second (“~~fps~~”)~~ at peak flow; and

ii. ~~New~~new piping velocity ~~at peak flow~~ shall comply with applicable ASTM International standards.

c) Reclaimed Water System distribution piping shall be direct buried unless no other practicable option exists other than to place Reclaimed Water System piping in a Tunnel, provided that the University must Approve that there is no practicable option to direct bury such piping.

d) All water service and water mains wall penetrations must be links seal and Ductile Iron pipe.

e) The Concessionaire shall follow the Utility Service Connection and Inspection Standard in the Design Standards and all new reclaimed water mains must be approved of Idaho DEQ prior install.

f) The Concessionaire shall maintain and keep up to date with University of Idaho standards, (IDAPA 58.01.16) State of Idaho Wastewater Rules (IDAPA 58.01.17) Rules for Reclamation and Reuse of Municipal and Industrial AWWA (American Water Work Association) (Idaho State Plumbing Code 2017).

7) **Unplanned Outage**

a) An Unplanned Outage for the Reclaimed Water System shall mean the occurrence of one of the following:

i. ~~Reclaimed~~ water supply (regardless of the source of water) to an irrigation system served by the Reclaimed Water System has no water pressure in any area of the irrigation system as reported and reasonably verified by the University due to a closed or inoperable distribution valve, leakage, pipe failure, or other system failure on the Reclaimed Water System for distribution; except in the case where the valve has been closed upon the request of the University; or

ii. ~~The~~the Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.

b) The Concessionaire shall notify the University Front Desk Number if there is ~~greater than 2%~~ excessive Reclaimed Water System water loss ~~in aggregate at any point(s)~~ in the Reclaimed Water System. Within the first four (4) years after the Closing Date, the Concessionaire will perform a comprehensive evaluation of the Reclaimed Water System and recommend an aggregate loss percentage. The Parties shall, acting reasonably and in good faith, agree upon the value for an aggregate loss percentage. If the Parties fail to come to such agreement within forty-five (45) Days after completion of such evaluation, either Party may refer such dispute to Article 18 of the Concession Agreement. Once the aggregate loss is agreed, then the Concessionaire shall provide the University with notice any time the Reclaimed Water System exceeds the aggregate loss, and the Concessionaire shall cooperate in good faith with the University to implement such measures to reduce such excessive loss.

c) The Concessionaire shall respond to an emergency water leak with-in timely matter and assess the situation and take action if needed to control property damage by closing water main valve if needed and re-routing flow thru water mains to the University Campus.

d) If an Unplanned Outage for the Reclaimed Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Reclaimed Water

System Unplanned Outage and restore service; unless otherwise Approved by the University in its sole discretion.

e) If operational issues occur that result in a low water pressure event (lower than 20 psi on any water main for the Reclaimed Water System) the Concessionaire shall:

i. Notify the University by calling the University Front Desk Number if any portion of the University Campus is affected.

~~ii. Begin necessary corrective action; and if needed provide bottled water to users of the Reclaimed Water System;~~

~~iii~~ii. Provide updates every 24 hours to the University by calling the University Front Desk Number if an incident exceeds 24 hours or more.

8) **Redundancy**

a) Where ~~possible~~N+1 exists as of the date hereof or at such later date where N+1 comes to exist, the Concessionaire shall thereafter maintain an N+1 level of redundancy for the Reclaimed Water System. "N+1" is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset in the distribution system of the Reclaimed Water System is non-functional.

b) If the Reclaimed Water System ~~is below~~has an N+1 level of redundancy, and at any point thereafter fails to maintain such N+1 redundancy, the Concessionaire shall promptly and diligently commence active work within 48 hours to correct the loss of system reliability ~~within 48 hours~~.

9) **Water Quality**

a) The Concessionaire shall ensure compliance by the Reclaimed Water System with State of Idaho Reuse operating Permit M-028-03 requirements.

b) The Concessionaire shall ensure compliance with State of Idaho DEQ sampling monitoring schedules. The Concessionaire shall inform the university's Department of Environmental Health and Safety immediately of any water leaks.

c) The Concessionaire shall be required to maintain and operate the University of Idaho Reuse plant in compliance with DEQ regulations.

~~d) The Concessionaire shall comply with the Legionella Exposure Control Plan.~~

~~e~~d) The Concessionaire shall ensure compliance with AWWA and State of Idaho DEQ standards on operating, maintaining and servicing water reservoirs, Lagoons.

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Appendix M	-	Reclaimed Water Permit
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Appendix O	-	Monitoring Points

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Appendix Q	-	Reserved
Appendix R	-	Reserved
Appendix S	-	Reserved
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Appendix V	-	Tunnel Security Requirements / Confined Space Protocols
Appendix W	-	Reserved
Appendix X	-	~~Policies and Procedures for use of University's IT Network~~ Reserved
Appendix Y	-	Communication Systems and Information Technology Protocol
Appendix Z	-	Reserved
Appendix AA	-	Commercial Drivers Training Program
Appendix BB	-	IT System Responsibility

Summary report: **Litera Compare for Word 11.6.0.100 Document comparison done on 3/26/2024 10:39:23 PM**	
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Intelligent Table Comparison: Inactive	
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Table moves to	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1088

APPENDIX G

System Operating Efficiency Reporting

1. Boiler efficiencies
    a. Boiler A (Nebraska – wood): 76%
    b. Boiler B (Cleaver Brooks – gas): 85%
    c. Boiler C (Babcock and Wilcox – gas): 78%
    d. Boiler D (Combustion Engineering – gas): 85%
2. Thermal efficiency of District Energy Plant (at maximum wood boiler/turbine capacity)
    a. 69%
3. District Energy Plant steam in plant use, total use (K pounds) and % of boiler production
    a. <1% of boiler production
4. District Energy Plant hot lime softener blowdown rate (%)
    a. <1% of total throughput
5. Steam distribution losses (%)
    a. <2%
6. Condensate return (%)
    a. 98%
7. Chiller efficiency (kW/ton and steam pounds/ton)
    a. Carrier single-effect absorber: 14 lb/ton
    b. Armstrong/SmardT centrifugal: 0.49 kW/ton
    c. York centrifugal: 0.57 kW/ton
8. South Campus Chiller Plant electric consumption
    a. 21.25 kW at 0% chiller load / 1031.38 kW at 100% chiller load
9. Chilled Water loop average make-up
    a. Summer: 5,000 gal/month / Winter: 15,000 gal/month
10. Water Plant efficiency
    a. Well 3 pump efficiency: 69%
        i. 0.166 kW/GPM
    b. Well 4 pump efficiency: 61%
        i. 0.186 kW/GPM
11. Water system losses (Mgal)
    a. 4.9 Mgal Approximately 2% of the annual use

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APPENDIX G

System Operating Efficiency Reporting

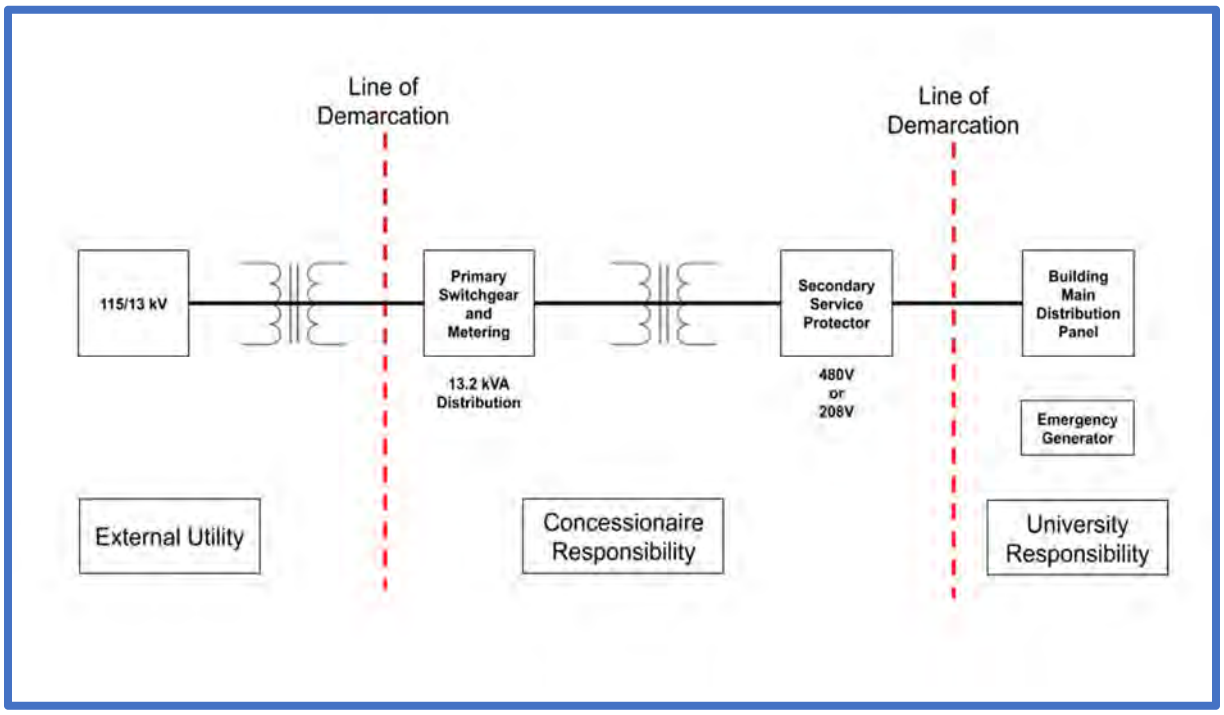
		Metric	UOM	Value
	1	**District Energy Plant**		
1a		Boiler A performance	PS/BDT	12,000
1b		Boiler B performance	PS/therm	76.0
1c		Boiler C performance	PS/therm	76.0
1d		Boiler D performance	PS/therm	76.0
1e		Thermal efficiency of Energy Plant	%	75.0
1f		Condensate return rate	%	85.0
	2	**North Campus Chiller Plant**		
2a		Carrier absorber performance	ton/PS	0.047
	3	**South Campus Chiller Plant**		
3a		SmardT chiller #1 performance	ton/kWh	1.95
3b		SmardT chiller #2 performance	ton/kWh	1.95
3c		York performance	ton/kWh	1.58
	4	**McClure Chiller Plant**		
4a		McClure chiller performance	ton/kWh	0.55
	5	**Chilled Water Loop Make-Up**		
5a		Summer	gal	5,000
5b		Winter	gal	15,000
	6	**Water Systems**		
6a		Well 3 pump performance	gal/kWh	400
6b		Well 4 pump performance	gal/kWh	350
6c		Reclaimed pump performance	gal/kWh	140
	7	**East Electric Feed**		
7a		Average power factor	dim	0.80
7b		Peak amps	A	200
7c		Balance	%	50
	8	**West Electric Feed**		
8a		Average power factor	dim	0.80
8b		Peak amps	A	200
8c		Balance	%	50

APPENDIX L

Lines of Demarcation

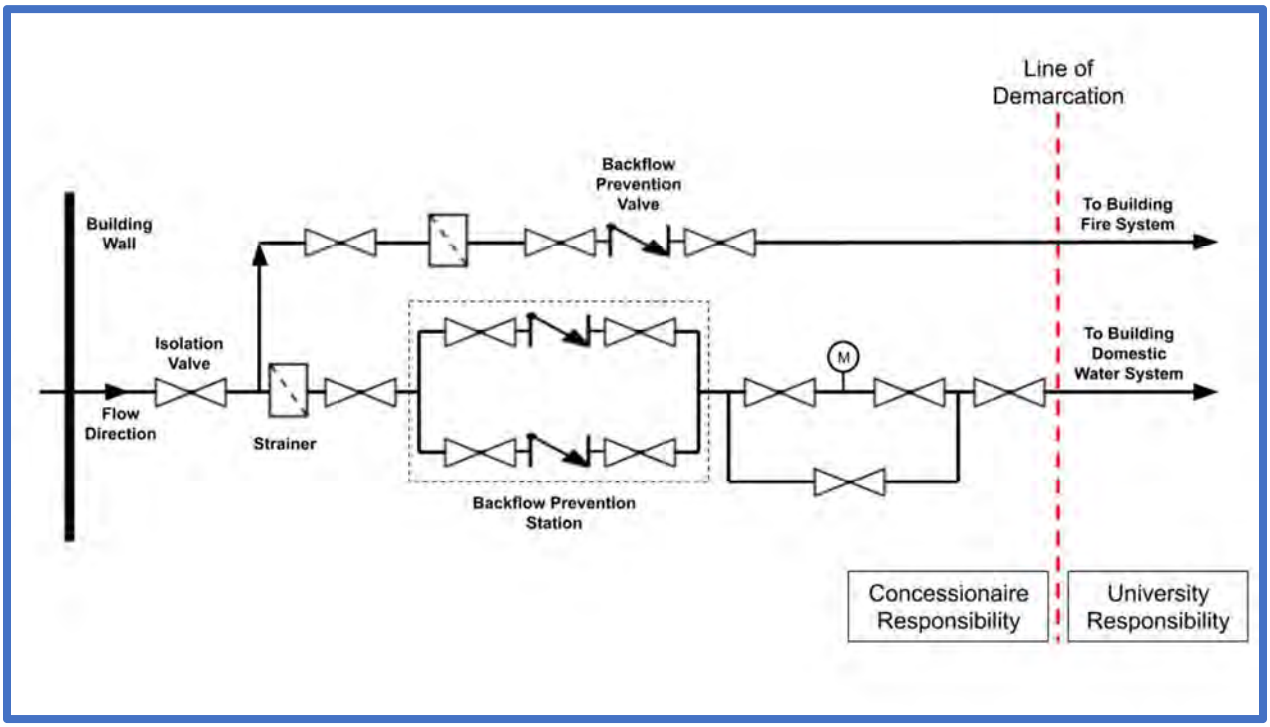
APPENDIX L-1
Electric Line of Demarcation

Moscow Campus



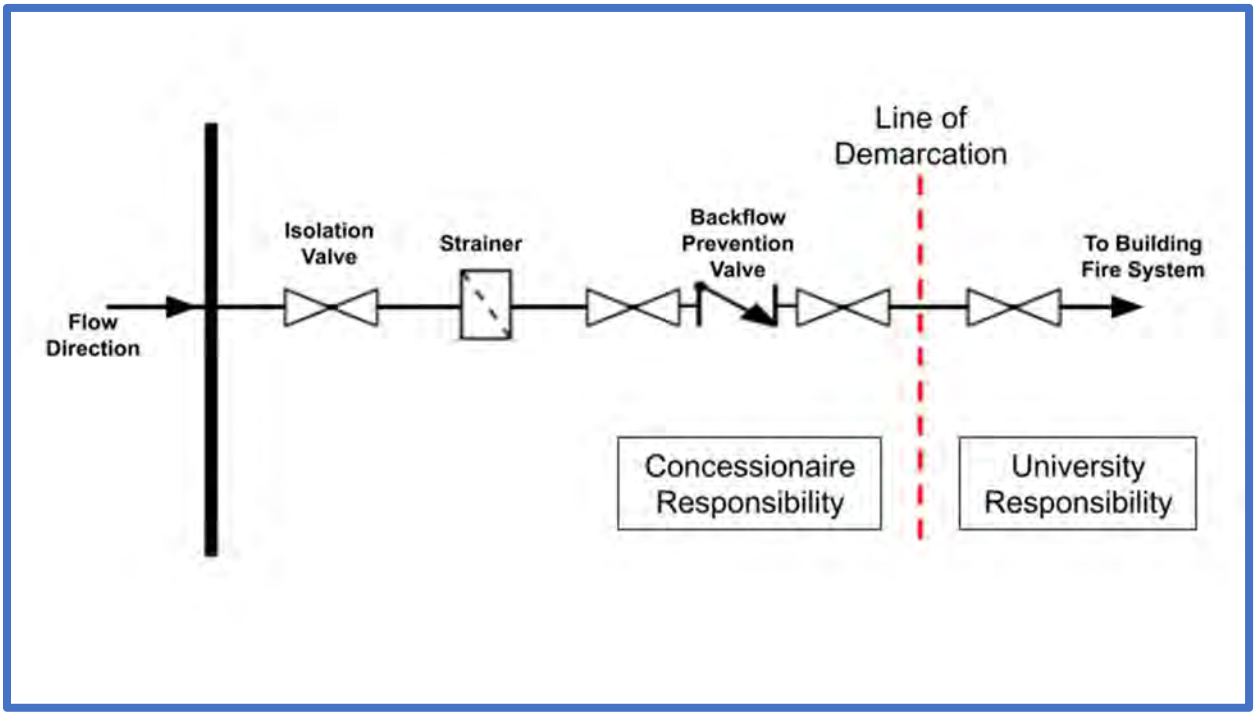
APPENDIX L-2-A
Domestic Water Line Demarcation – Fire Line of Demarcation Case 1

Moscow Campus



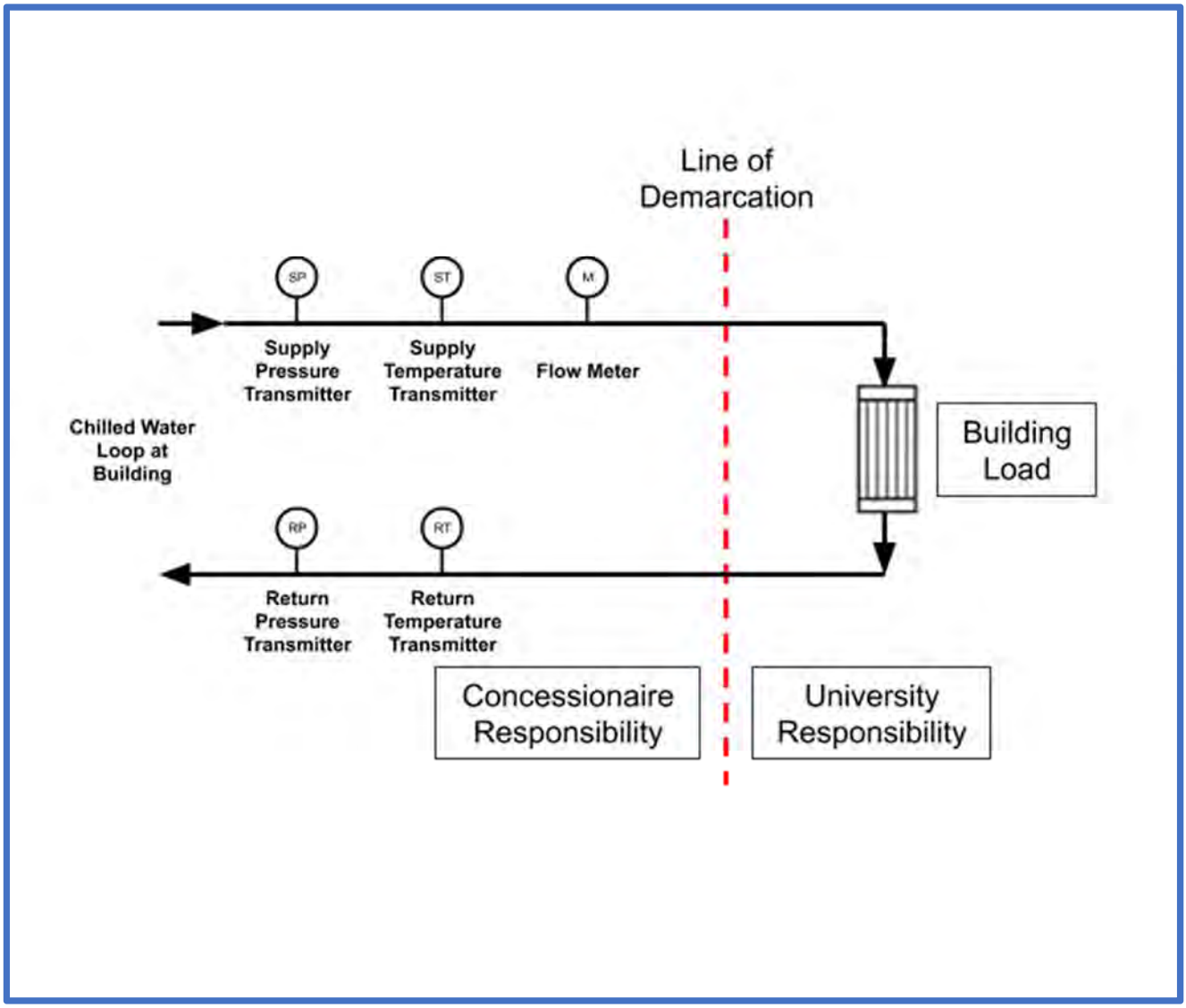
APPENDIX L-2-B
Fire Water Line of Demarcation-Case 2

Moscow Campus



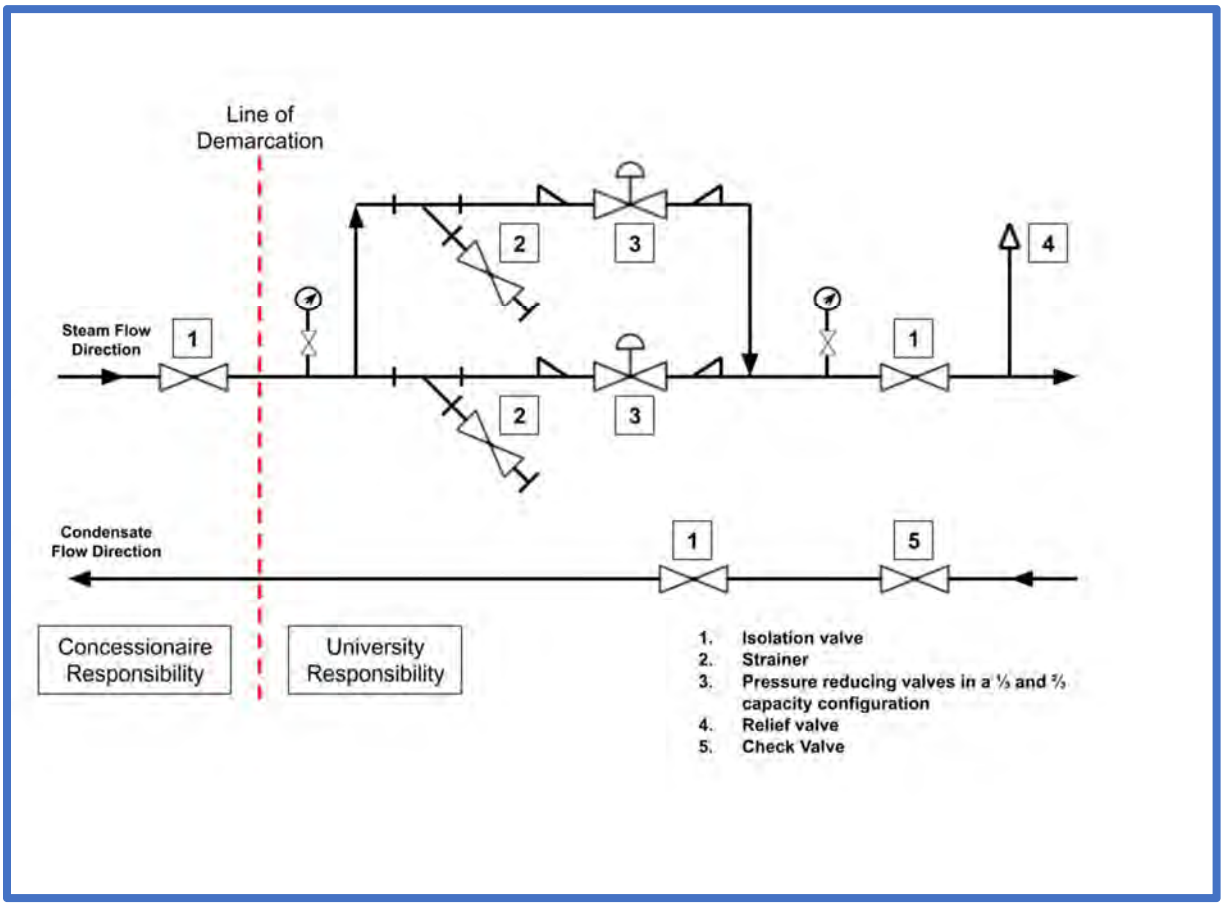
APPENDIX L-3
Chilled Water Line of Demarcation

Moscow Campus



APPENDIX L-4
Steam and Condensate Line of Demarcation

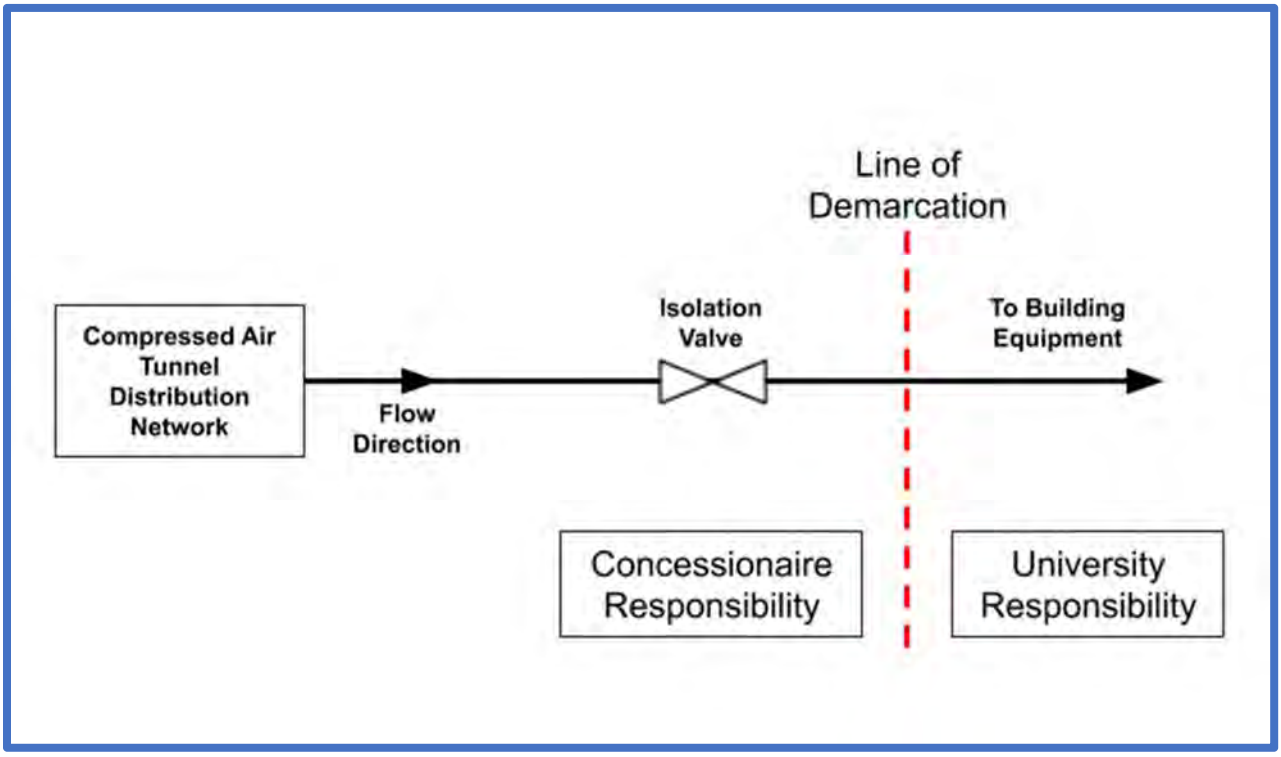
Main Campus Line of Demarcation



APPENDIX L-5

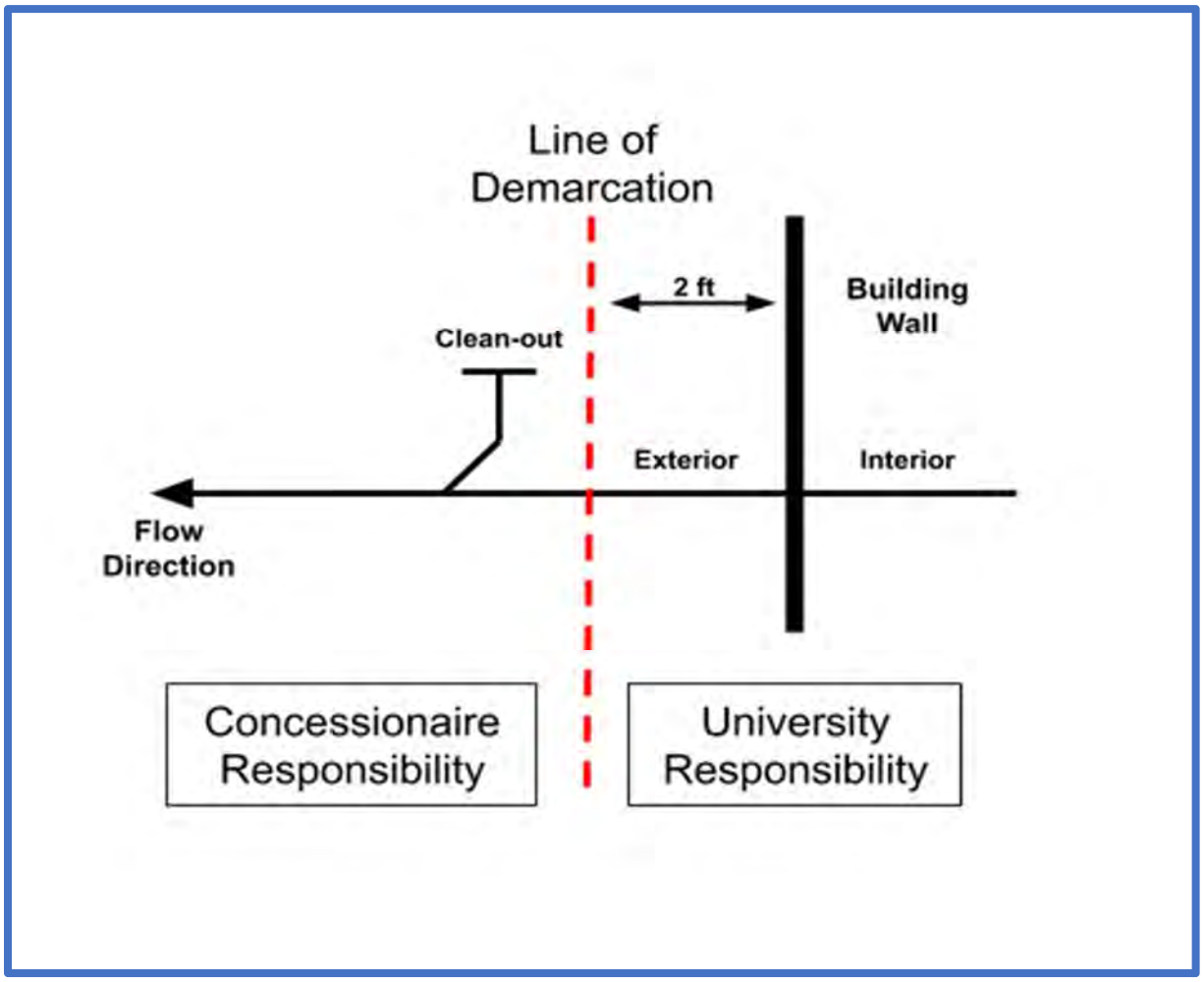
Compressed Air Line of Demarcation

Main Campus Line of Demarcation



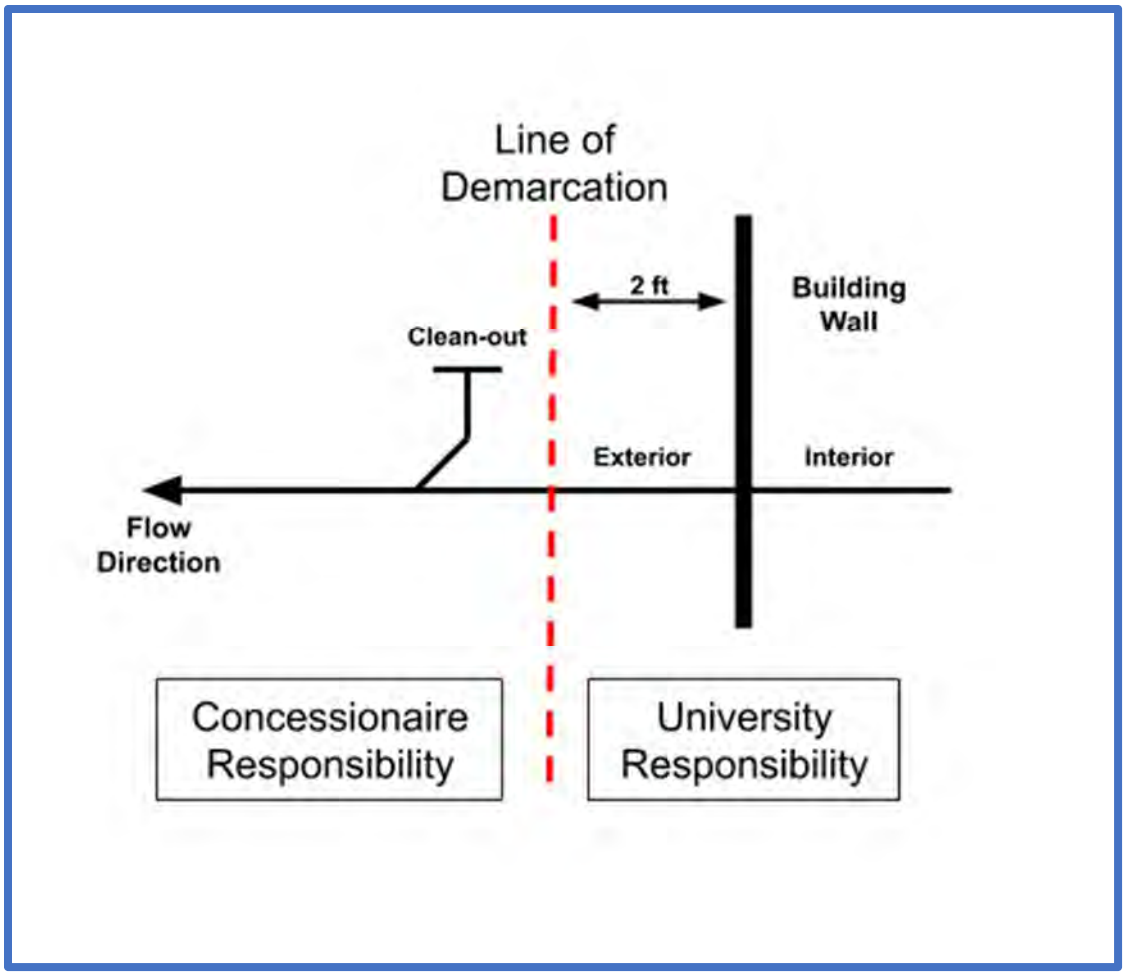
APPENDIX L-6
Storm Water Line of Demarcation

Main Campus Line of Demarcation – Off building storm drain leaders



APPENDIX L-7
Sanitary Sewer Line of Demarcation

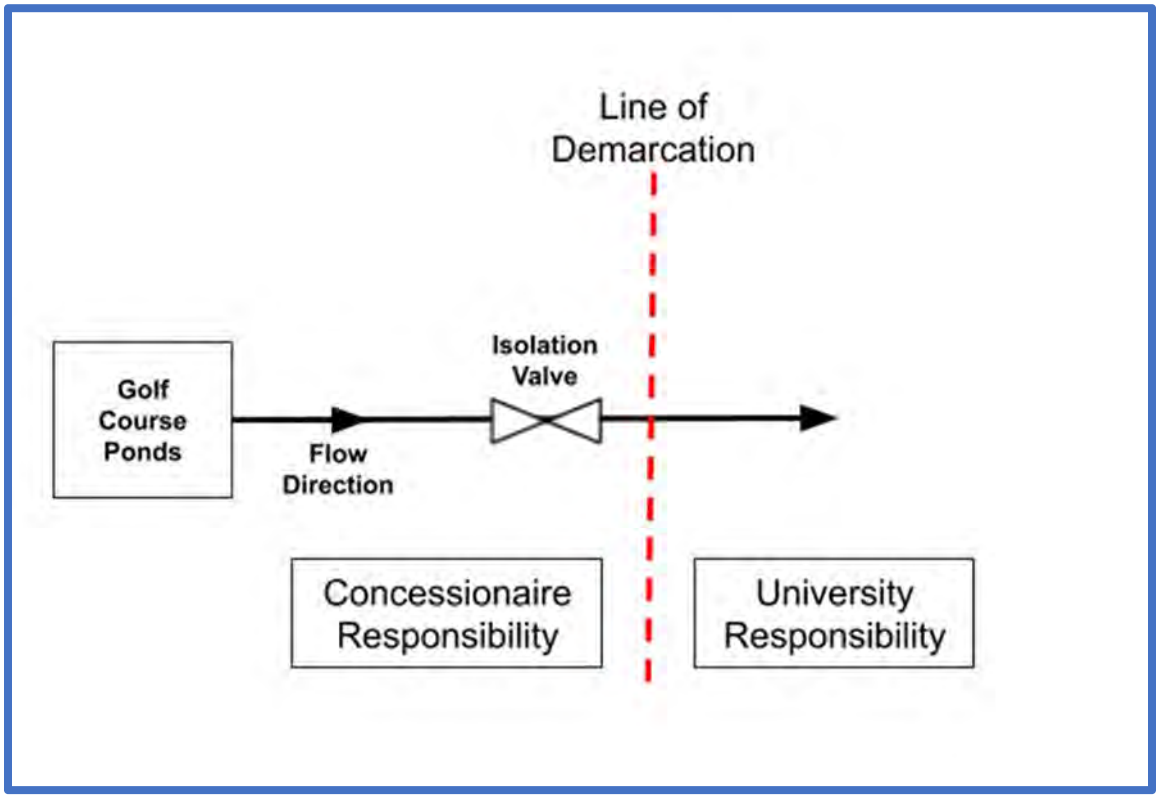
Main Campus Line of Demarcation



APPENDIX L-8
Reclaimed Golf-Course Service Line of Demarcation

w/University of Idaho Golf Course

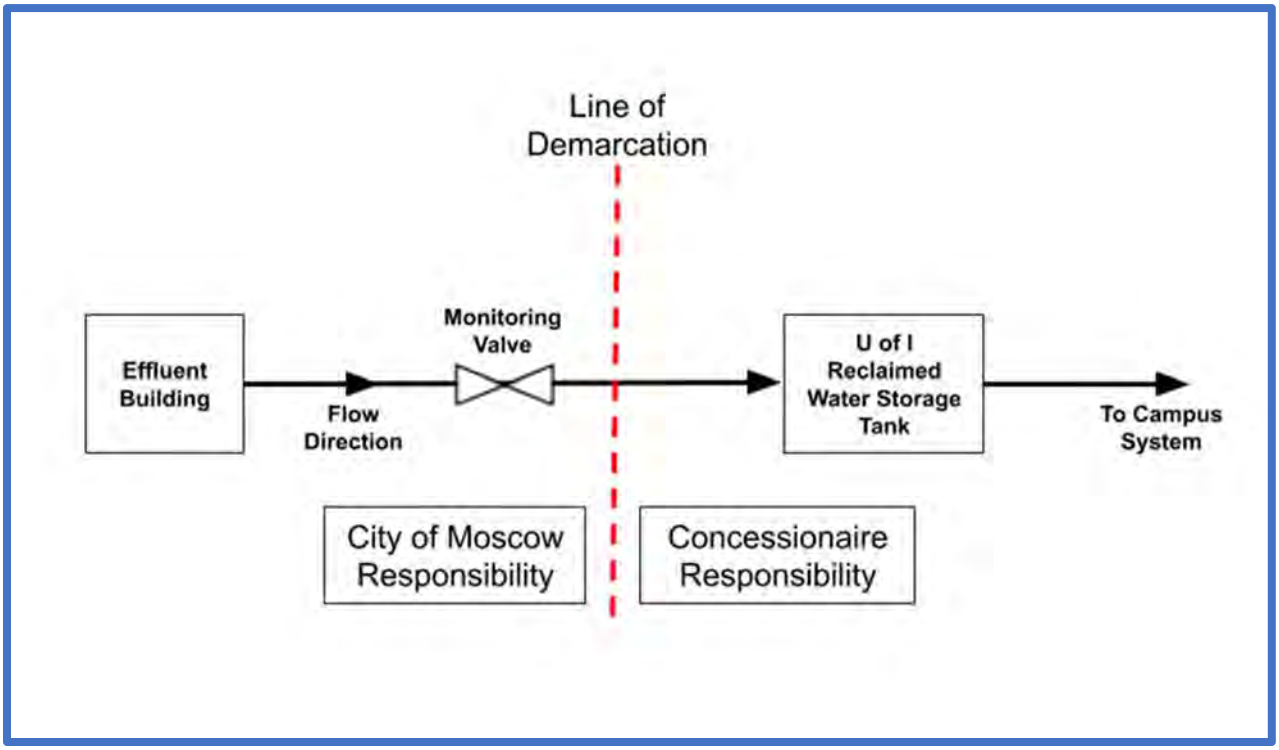
Main Campus Line of Demarcation



APPENDIX L-9-A
Reclaimed Line of Demarcation

w/ City of Moscow WWTP

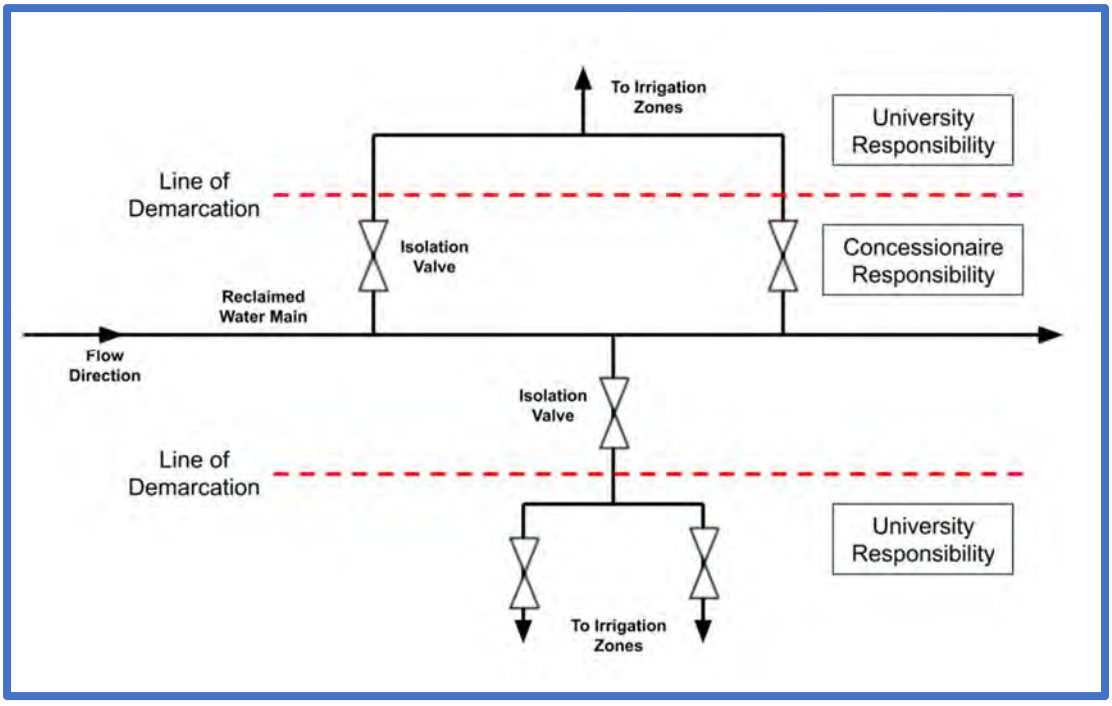
Main Campus Line of Demarcation



APPENDIX L-9-B
Reclaimed Irrigation Line of Demarcation

w/ University Irrigation Lines

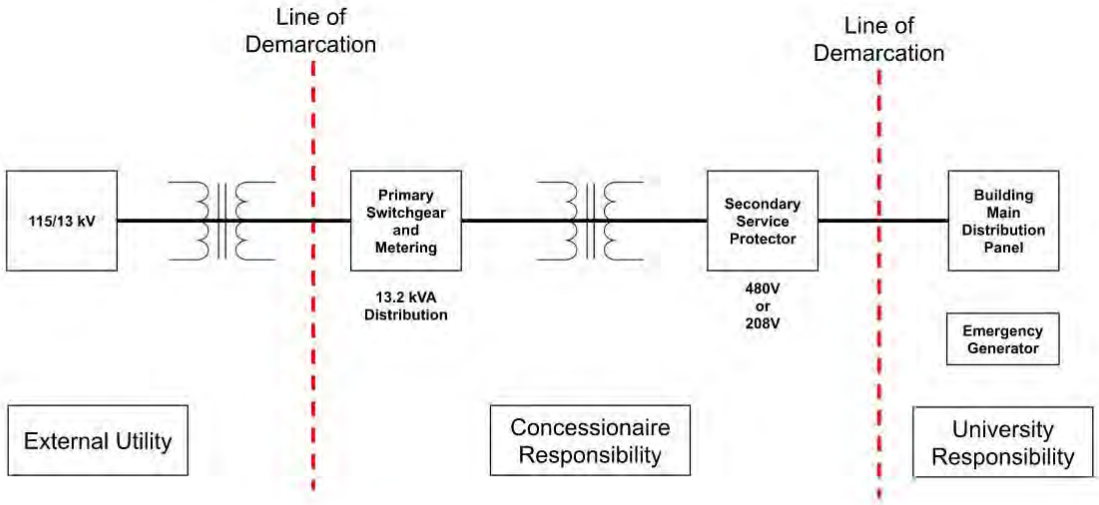
Main Campus Line of Demarcation



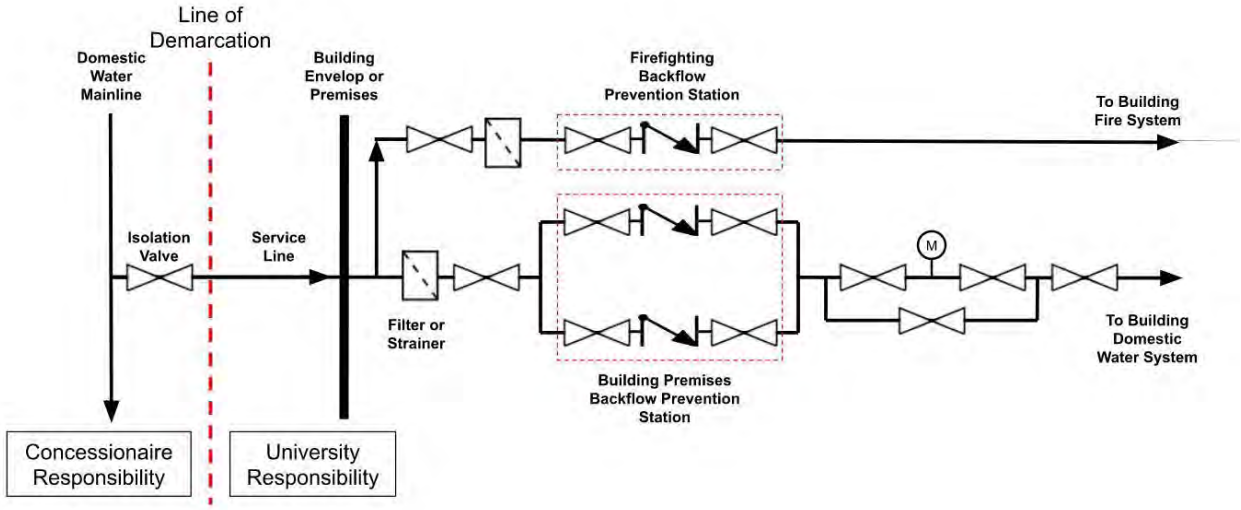
Current Understanding of Lines of Demarcation for Each Utility System

12-4-2023

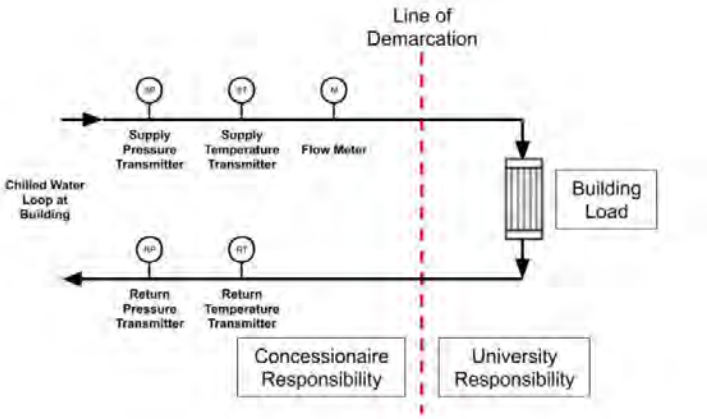
Electric (Appendix L-1)



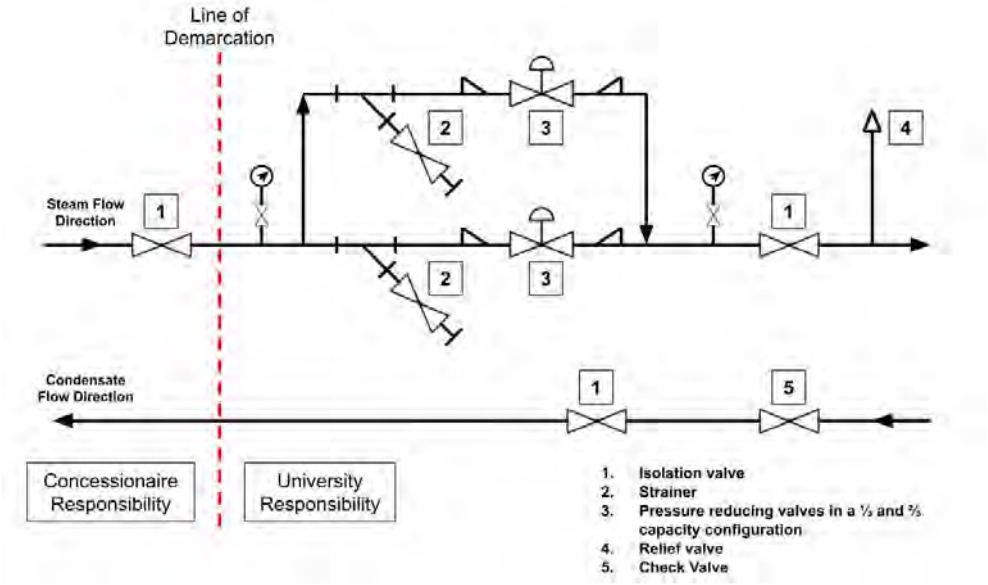
Domestic Water (Appendix L-2)



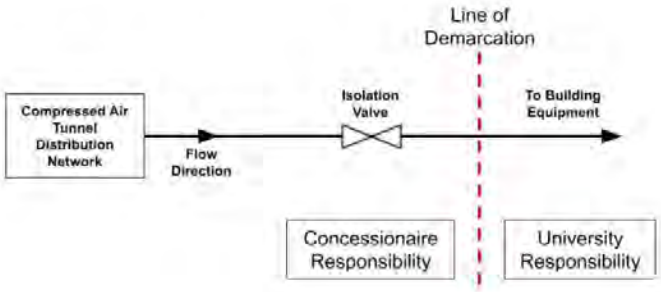
Chilled Water (Appendix L-3)



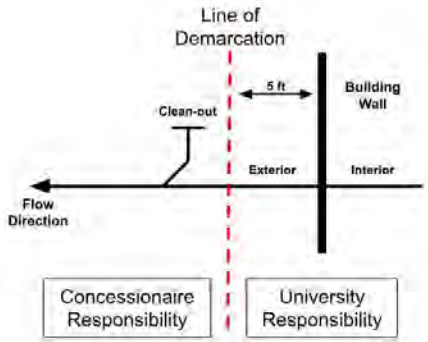
Steam and Condensate (Appendix L-4)



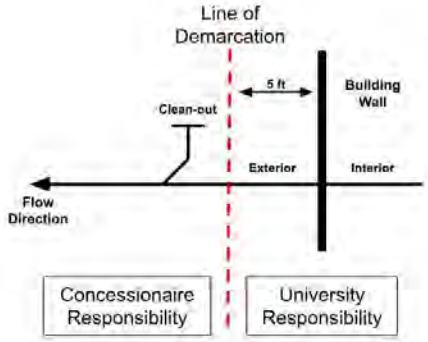
Compressed Air (L-5)



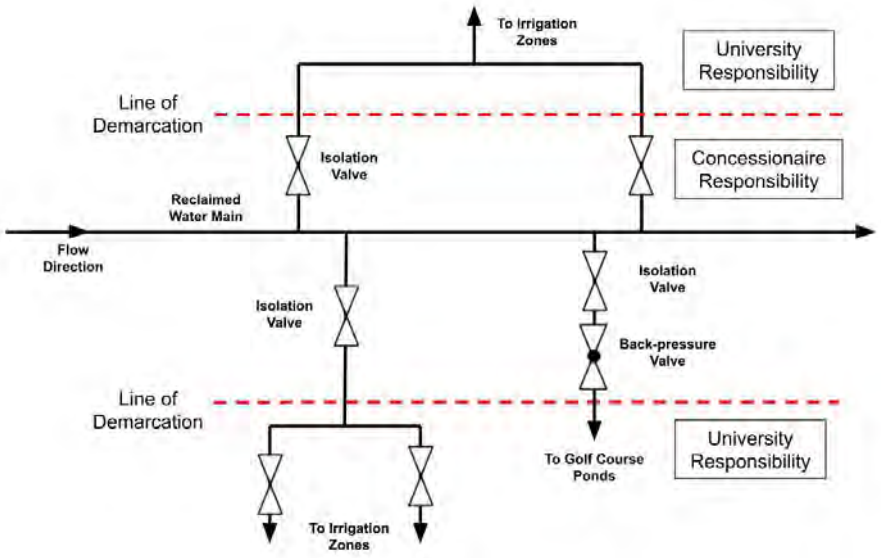
Stormwater (Appendix L-6)



Sanitary Sewer (Appendix L-7)



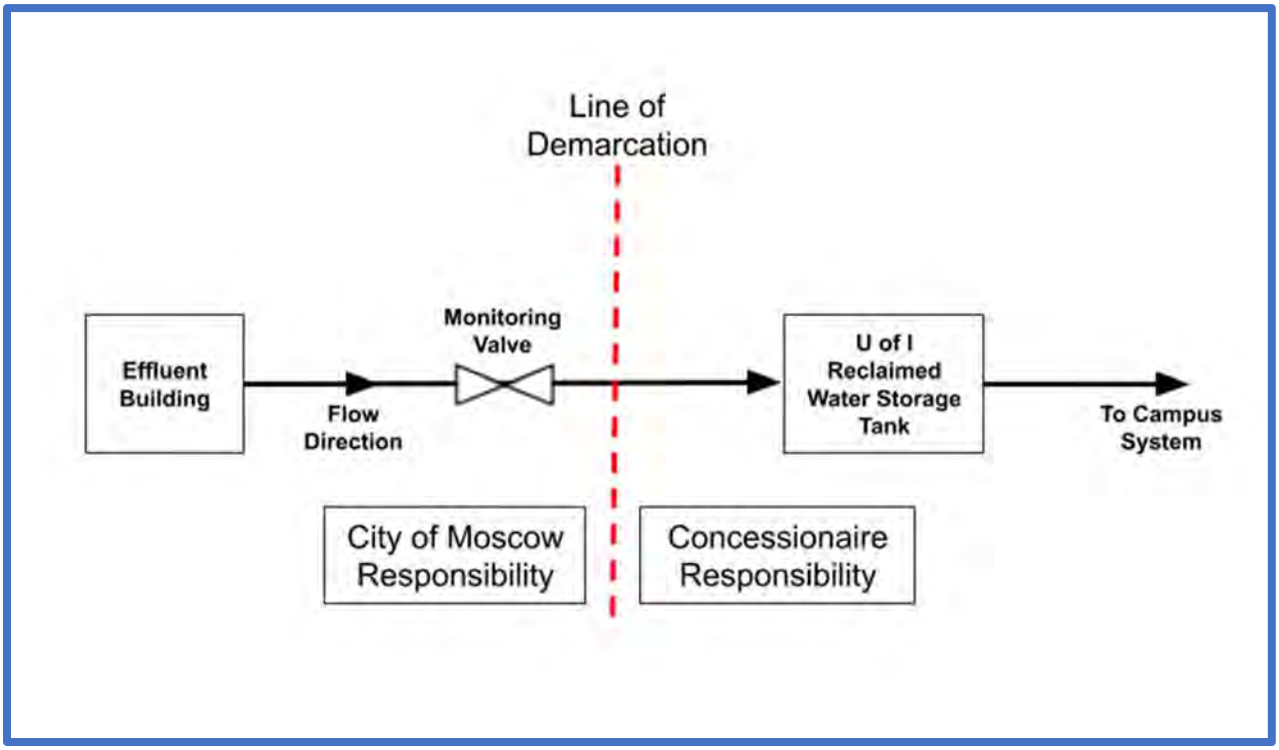
Reclaimed Water (Appendix L-8)



APPENDIX L-9
Reclaimed Line of Demarcation

w/ City of Moscow WWTP

Main Campus Line of Demarcation



Appendix BB
IT System Responsibility

1. DEFINITIONS

(A) "Utility Network" means the data infrastructure, network assets and information technology assets for the Utility System owned or leased by the Concessionaire that transmit or store all data gathered by the network devices for the Utility System and transmit all other data and electronic information within the Utility System and all Utility Facilities to data historians, including networking, cabling, devices, meters, virtual servers, firewalls, and software.

(B) "University Network" means the data infrastructure, network assets and other information technology assets owned or leased by the University that transmit or store data and other electronic information, including networking, cabling, fiber, firewalls, servers, classroom technology, and software.

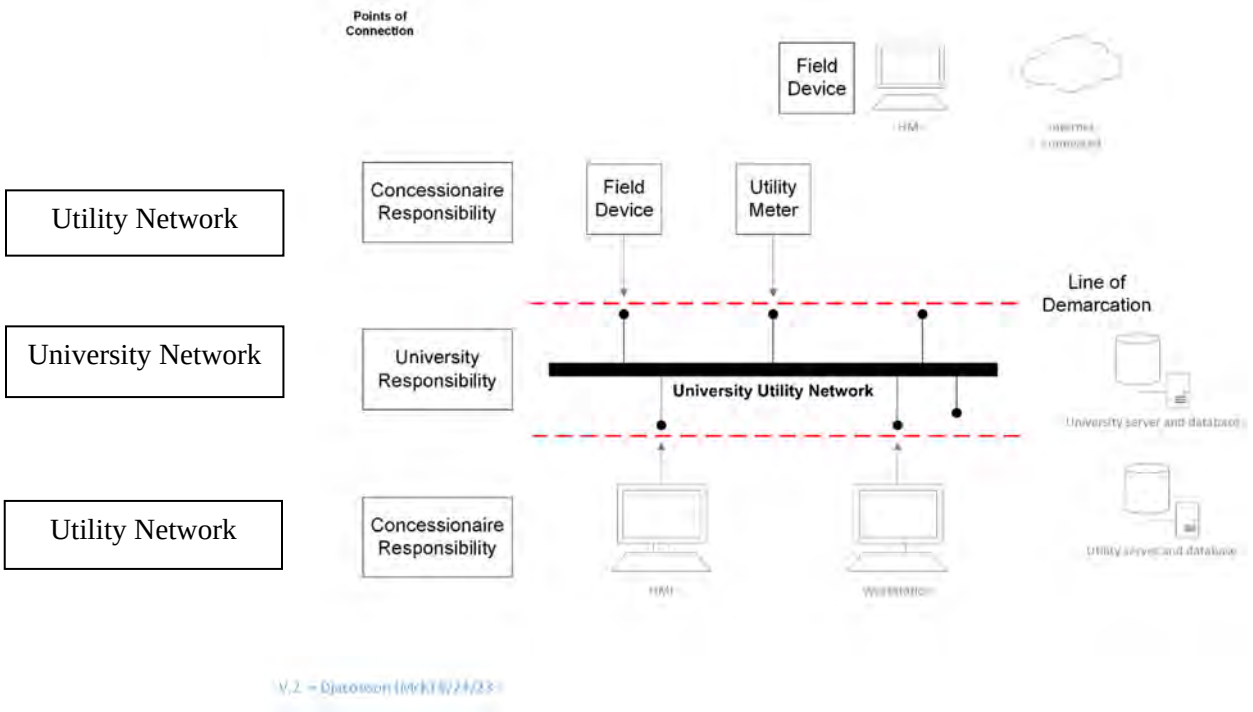
2. LINE OF DEMARCATION

(A) The Parties acknowledge that, currently, Utility System Operations utilize the University's wide area network ("WAN") and local area network ("LAN") to support communication between field devices, utility meters, and other virtual and physical sensors that are part of the Utility System. The line of demarcation between the University Network and the Utility Network can either be a physical device with an established point of connection or a separation of roles and responsibilities, in each case, as described in more detail herein and as shown on the representative diagram below as Figure 1: University Network and Utility Network Line of Demarcation. This Appendix BB shall also provide additional information on the roles and responsibilities of the University and the Concessionaire to support Utility System Operations as it relates to the Utility Network.

(B) Figure 1 below serves as a representative diagram of the line of demarcation between the University and the Concessionaire for the Utility Network infrastructure, which is comprised of both physical and virtual components.

(C) The University shall be responsible for all operations and maintenance of the University Network, except to the extent of damage caused by the Concessionaire or its Contractors, in which case, the Concessionaire shall promptly repair such damage, at its sole cost and expense. The Concessionaire shall be responsible for all operations and maintenance of the Utility Network, except to the extent of damage caused by the University or its Contractors, in which case, the University shall promptly repair such damage, at its sole cost and expense.

Figure 1: University Network and Utility Network Line of Demarcation



3. SERVICES PROVIDED BY THE UNIVERSITY TO THE CONCESSIONAIRE

The University shall provide to the Concessionaire the following services and access to the following equipment, as applicable, in each case in such location and in such manner as determined by the University in its reasonable discretion, provided that the University shall not materially change the location or manner of any of the listed items in a manner that adversely affects the Utility System Operations and provided further that the Concessionaire shall not use such services or equipment in a manner that causes damage thereto other than the ordinary wear and tear.

(A) OSI Layer 1 (physical)

(i) Copper cable connections between office wall plates and the University's telecommunications closets, in all buildings where the Concessionaire maintains networked devices
(ii) Fiber connections between buildings where the Concessionaire has devices which need network connectivity, and to a University data center
(iii) Electrical power for all Utility Network systems
(iv) Any other physical component owned by the University that supports the Concessionaire's Utility System Operations
(v) Servers which provide a virtual server environment for the Utility Network

(B) OSI Layer 2 (data links)

(i) Network switches for the Utility Network
(ii) Wireless access points and associated controllers for the Utility Network
(iii) Non-routed virtual local access networks (VLAN) for the Utility Network
(iv) Virtual server hosting includes virtual resources including processor, memory and storage for the Utility Network

(C) OSI Layer 3 (network)

(i) Assignment of the University's public IP address space for the Utility Network
(ii) Internet connectivity with unrestricted bandwidth in connection with the Utility System Operations
(iii) Managed connectivity from the Utility Network to the University's network resources (e.g., DHCP, DNS)
(iv) Access to virtual server console in connection with the Utility System Operations
(v) Remote access service to facilitate the Concessionaire's access to select University services (as determined by the University) on the University Network

(D) OSI Layer 7 (application)

(i) Pass-through authentication for wireless authentication on the University Network
(ii) Automatic VLAN assignment for wireless clients on the University Campus, of which the Concessionaire may be one
(iii) Monitoring and alerting of all University-owned devices and services in the University Network
(iv) Provide the Concessionaire's employees with credentials for the purpose of connecting to select University services (as determined by the University) on the University Network

4. SERVICES PROVIDED BY THE CONCESSIONAIRE

In connection with the Utility Services, the Concessionaire shall be responsible for providing the following services and equipment, as applicable as part of its operation of the Utility Network:

(A) OSI Layer 1 (physical)

(i) Any physical component owned or leased by the Concessionaire that supports the Concessionaire's operations

(B) OSI Layer 2 (data links)

(i) Managed connectivity to the Utility Network resources (e.g., DHCP, DNS)

(C) OSI Layer 3 (network)

(i) Firewall and/or SDWan devices for the Utility Network
(ii) Remote access service to facilitate the University's access to select Concessionaire services (as determined by the University) on the Utility Network

(D) OSI Layer 7 (application), in each case, with respect to the Utility Network

(i) Monitoring and alerting
(ii) Application access and management
(iii) Server administration
(iv) Server-based application administration
(v) Authentication and authorization for the Concessionaire's wireless network access
(vi) CCTV system for general monitoring of Utility System Operations
(vii) Provide the University's employees with credentials for the purpose of connecting to select Concessionaire services (as determined by the Concessionaire) on the Utility Network

5. RESPONSIBILITIES OF THE UNIVERSITY

(A) Service requests regarding the University Network

(i) The University will provide the Concessionaire the ability to utilize the University's ticketing system to address service requests with respect to the University Network that affects the Utility Network from the Concessionaire
(ii) The University will provide to the Concessionaire direct access to University IT staff for the Concessionaire to escalate IT service requests that materially impact the Utility Network

(B) Incidents

(i) The University will provide the Concessionaire the ability to utilize the University's ticketing system to address incident reports with respect to the University Network resulting from the Utility Network
(ii) The University will provide to the Concessionaire direct access to University IT staff for the Concessionaire to escalate IT issues that materially impact the Utility Network

(C) Operations

(i) The University shall perform periodic backups of virtual servers used by the Concessionaire in such frequency as determined by the University in compliance with current University policies and standards

(ii) The University shall provide virtualized host environment security and services solely for Utility System Operations

(iii) The University shall provide maintenance of network equipment and their configurations that are part of the University Network that interact with the Utility Network

(iv) The University shall provide maintenance of firewall configurations for the firewall between the Utility Network and the University Network

(v) The University shall provide continuous monitoring and alerting on critical IT infrastructure that is part of the University Network that impacts the Utility Network

(vi) The University shall perform data closet network patching and documentation with respect to the University Network that interact with the Utility Network

(vii) The University shall provide to the Concessionaire escorted access to data closets on such terms and conditions as the University has provided notice in order for the Concessionaire to perform its obligations hereunder

(D) Communications and Coordination

(i) The University shall maintain a current contact list between the University and the Concessionaire to use for coordination during outages, service interruptions, upgrades or similar incidents, as they relate to the Utility Network or the University Network

(ii) The University shall proactively communicate with the Concessionaire about any planned outages of the University Network that will impact the Utility Network and the Utility System

(iii) The University shall provide to the Concessionaire with periodic status updates during and after unplanned outages of the University Network which impact the Utility Network and the Utility System

6. RESPONSIBILITIES OF THE CONCESSIONAIRE

(A) Service requests regarding the Utility Network

(i) The Concessionaire will use service requests within the University's ticketing system, and the Concessionaire shall submit such service requests to the University using the University's then-current processes for users of the University Network requesting service changes, provided that nothing herein shall obligate the University to approve or implement such changes. Such service requests may include requests to change the following with respect to the University Network: (1) types of services; (2) service levels

provided by the University Network; and (3) physical configuration or equipment of the University Network

(ii) The Concessionaire will utilize the University's ticketing system to address service requests with respect to the Utility Network that affects the University Network from the University

(iii) The Concessionaire will provide to the University direct access for the University to escalate IT service requests which materially impact the University Network

(B) Incidents

(i) The Concessionaire will use the University's ticketing system for reports of incidents impacting the Utility Network, and the Concessionaire shall submit incident reports for service outages, degradation of service, or other extraordinary events relating to the Utility Network to the University using the University's then-current processes for users of the University Network reporting such incidents

(ii) The Concessionaire will utilize the University's ticketing system to address incident reports with respect to the Utility Network resulting from the University Network

(iii) The Concessionaire will provide to the University direct access for the University to escalate IT incidents which materially impact the University Network

(C) Operations

(i) The Concessionaire shall be responsible for its backup requirements and locations for the Utility Network

(ii) The Concessionaire shall be responsible for data storage locations for the Utility Network

(iii) The Concessionaire shall perform periodic backups of system configurations, including at any time there is a new configuration or change with respect thereto

(iv) The Concessionaire shall be responsible for managing the Utility Network server administration, security, access control, remote access, etc.

(v) The Concessionaire shall provide direct support to the Concessionaire's end users

(vi) The Concessionaire shall maintain network equipment and their configurations that are part of the Utility Network

(vii) The Concessionaire shall provide continuous monitoring and alerting on critical IT infrastructure that are part of the Utility Network

(D) Communications and Coordination

(i) The Concessionaire shall provide the University information regarding the current contact list for the Concessionaire regarding coordination during outages, service interruptions, upgrades, incidents, etc.

(ii) The Concessionaire will manage communications and response to incidents with the Utility Network

SCHEDULE 5

UTILITY FEE

Calculation of Utility Fee

The Utility Fee for any given Fiscal Year shall be calculated as follows: (i) the Fixed Fee, *plus* (ii) Return on Equity Factor multiplied by 0.4 multiplied by the Variable Fee Component *plus* (iii) Cost of Debt Factor multiplied by 0.6 multiplied by the Variable Fee Component *plus* (iv) the Capital Recovery Amount *plus* (v) the Operating Fee~~.~~, provided that the Variable Fee Component and Capital Recovery Amount shall be updated at the start of the Fiscal Year Second Half for each Fiscal Year to account for New Approved Capital Improvement Costs incurred in the Fiscal Year First Half and for any Unrecovered Balances becoming $0.

For the purposes of all calculations hereunder, all dollar amounts will be rounded to the nearest dollar, and all decimals, such as the Cost of Debt Factor and Return on Equity Factor, shall be rounded to the ten-thousandths place.

Notwithstanding anything to the contrary contained herein, costs or expenses may only be included in one component of the Utility Fee for any given period, and the Concessionaire shall not be entitled to double-count such costs or expenses in any one period.

The Parties acknowledge that the purpose of the formula to calculate the Utility Fee is to approximate a reasonable and market rate to be paid by the University for the Utility Services commensurate of what would be paid for such services in the applicable market and is not intended to reflect Concessionaire's actual cost of debt, return on equity, return of capital, tax liability or similar items.

Abandoned Capital Improvements

If any New Approved Capital Improvement Costs were included in the calculation of the Utility Fee in any Fiscal Year for a Capital Improvement that the University subsequently determines, in its reasonable discretion, that the Concessionaire has abandoned and does not ever intend to complete and bring into service for reasons other than a University Directive, a Delay Event, an Adverse Action or any other change in requirements by the University, those New Approved Capital Improvement Costs shall be removed from the Variable Fee Component and the Unrecovered Balance for each ~~such~~applicable Fiscal Year Half, and the Concessionaire shall promptly after receipt of notice of such determination recalculate the Utility Fee for such Fiscal ~~Years~~Year resulting from the removal of such New Approved Capital Improvement Costs and pay to the University, within 30 Days of the determination by the Concessionaire, the difference between the Utility Fee actually paid by the University and the Utility Fee that the University would have paid if those New Approved Capital Improvement Costs had not been included.

Exhibit A

Attached hereto as Exhibit A is an illustrative mathematical explanation and example of the Utility Fee formula, which, in the event of a conflict between Exhibit A and such formula, the formula set forth above shall control.

Exhibit B

Attached hereto as Exhibit B is an illustrative mathematical explanation and example of the Capped O&M Index formula and the Uncapped O&M Costs, which, in the event of a conflict between Exhibit B and such formula, the formula set forth in the definition of "Capped O&M Index" and the definition of "Uncapped O&M Costs" shall control.

Definitions

"Capital Improvement Cost" shall mean the lesser of (i) the actual, out-of-pocket costs incurred by the Concessionaire (which costs and expenses shall include payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement to the extent disclosed in the Concessionaire's request for approval of such Capital Improvement pursuant to Article 4 of the Concession Agreement) in bringing a Capital Improvement into service, which may include insurance~~,~~ and any applicable sales or use tax~~, incremental financing costs and bonding costs~~ and (ii) the amount budgeted for such Capital Improvement in the University's Approval therefor (which may include amounts payable to the Operator that are included in such Approval) which shall be increased by any reasonable, actual out-of-pocket costs incurred by the Concessionaire due to a Delay Event that were unavoidable for reasons outside the Concessionaire's control, but excluding any amount budgeted for non-capital expenses with respect to such Capital Improvement, in each case taking into account any actual or anticipated tax credits or other benefits that will accrue to the Concessionaire (but only as and when such tax credit inures to the benefit of the Concessionaire and in the manner contemplated by the Approval of such Capital Improvement, if contemplated thereby), provided that, upon written request of the Concessionaire, the University shall have the right, in its sole discretion, to increase the Capital Improvement Cost by some or all of the amount that the actual out-of-pocket costs incurred for such Capital Improvement exceeds the amount Approved therefor.

"Capital Recovery Amount" shall mean the sum of the results of the following calculation, calculated separately for each New Approved Capital Improvement: (i) the New Approved Capital Improvement Costs incurred in the immediately prior Fiscal Year Half, *divided by* (ii) the Recovery Period for such New Approved Capital Improvement; which Capital Recovery Amount shall be included in each Fiscal Year's Utility Fee thereafter until such time as the Unrecovered Balance for such New Approved Capital Improvement Costs equals $0 (which may occur at the start of a Fiscal Year Second Half); provided that, for the avoidance of doubt the Recovery Period for a New Approved Capital Improvement may extend beyond the Term.

"Capped O&M Ceiling" shall mean 102.0% of the Capped O&M Index for an applicable Fiscal Year.

"Capped O&M Index" shall mean for the applicable Fiscal Year (the "Subject Fiscal Year") the three-year arithmetic average of Capped O&M Costs for the 3 previous Fiscal Years, regardless of whether the University or the Concessionaire was operating the Utility System (provided that for the Fiscal Years in which the University operated the Utility System, the Capped O&M Costs shall be the costs incurred or accrued by the University that are analogous to the categories of the Capped O&M Costs), provided that (A) when calculating such arithmetic average, the 3 previous Fiscal Years' of Capped O&M Costs shall each be Adjusted for Inflation as follows: each of the previous Fiscal Years' Capped O&M Costs shall be multiplied by (I) the CPI Index

in the Subject Fiscal Year *divided by* (II) the CPI Index in such previous Fiscal Year, provided that, in no event, shall the Capped O&M Costs be reduced as a result of being Adjusted for Inflation and (B) for purposes of calculating the Capped O&M Costs to be part of the three-year arithmetic average of Capped O&M Costs for the Capped O&M Index in a Subject Fiscal Year, the Capped O&M Costs for any Fiscal Year used in such calculation shall not exceed the Capped O&M Ceiling for that Fiscal Year, except that the University may, in its sole discretion, approve the inclusion of any Capped O&M Costs above the Capped O&M Ceiling in such calculation. Notwithstanding the foregoing, costs identified in the definition of "Capped O&M Costs" (i) related to (1) a New Approved Capital Improvement after it has been brought into service or (2) an Ongoing Utility System Project after it has been transferred to the Concessionaire and becomes part of the Utility System, (ii) related to operations and maintenance that are reasonably necessary to cause the Utility System or Utility System Operations to comply with the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application or implementation thereof by any Governmental Authority) arising after the Setting Date or (iii) for any other adjustments to the Capped O&M Index made pursuant to the Agreement (including pursuant to Section 2.5(d), Section 2.5(k), Section 3.23, Section 5.1 and Section 6.3(a)) shall not be included in the calculation of the Capped O&M Index in each case, for the first 3 Fiscal Years (and any partial Fiscal Year) after the applicable occurrence (the "O&M Test Period") as, for the avoidance of doubt, they will have been included as "Uncapped O&M Costs" pursuant to subclauses (p), (q) and (r) of the definition thereof for the applicable O&M Test Period. After the O&M Test Period elapses for each such occurrence, those costs that would otherwise be Capped O&M Costs but for the immediately prior sentence shall thereafter be included in the calculation of the Capped O&M Index and they shall be applied to increase the Capped O&M Index and the calculation of the historic Capped O&M Costs for each full Fiscal Year within the applicable O&M Test Period solely for the purpose of calculating the Capped O&M Index for the Fiscal Year immediately after such O&M Test Period and the subsequent two Fiscal Years. Notwithstanding the foregoing, the University and the Concessionaire hereby acknowledge and agree that, for purposes of calculating the Capped O&M Index, the Capped O&M Costs for the Fiscal Years ending June 30, 2018, June 30, 2019 and June 30, 2020 are deemed to be $2,635,157.74, $2,714,772.30 and $3,182,966.81, respectively, which, for the avoidance of doubt, shall be Adjusted for Inflation in accordance with this definition of "Capped O&M Index". For the further avoidance of doubt, to determine the CPI Index for a Fiscal Year hereunder, the Parties shall calculate the arithmetic average of the monthly CPI Index for each month during such Fiscal Year and such average shall be the CPI Index for that Fiscal Year.

"Cost of Debt Factor" shall be .0230, which shall be adjusted at the end of each fifth Fiscal Year (starting on June 30, 2026), to be the "yield-to-worst", expressed as a decimal, as such term is defined in the Barclays Baa U.S. Corporate Investment Grade Index using the "LCB1YW" ticker as of the date hereof (or if such index is no longer published, such other index as reasonably agreed by the Concessionaire and the University), which adjustment shall not be considered an amendment or modification of this Schedule 5 or the method of calculation of the Utility Fee and shall not require the approval of either the Concessionaire or the University. The Concessionaire shall have the right, with the University's Approval which may be withheld in its sole discretion, to set the Cost of Debt Factor for a portion of the Variable Fee Component attributable to the Unrecovered Balance of a New Approved Capital Improvement based on the

actual cost of debt incurred by the Concessionaire with respect to such New Approved Capital Improvement.

"Fixed Fee" shall mean $7,600,000, increased by 1.5% to $7,714,000 on July 1, 2026 for the Fiscal Year ending on June 30, 2027 and by 1.5% at the start of each Fiscal Year thereafter. For the avoidance of doubt, the Fixed Fee is compensation for (i) the Concessionaire performing the Utility Services as set forth in the Agreement, (ii) the risks and liabilities undertaken by the Concessionaire in the Agreement for which the Concessionaire may not otherwise be compensated under the Agreement and (iii) the expertise and technical know-how that the Concessionaire is expected to bring to bear on the Utility System and the Utility System Operations.

"New Approved Capital Improvement" shall mean a Capital Improvement that was, or is being, constructed by the Concessionaire and is or will be brought into service as part of the Utility System.

"New Approved Capital Improvement Cost" shall mean the Capital Improvement Cost of a New Approved Capital Improvement.

"Operating Fee" shall mean the sum of (i) the Capped O&M Index, as may be adjusted in accordance with the definition thereof, (ii) the Annual Savings Incentive and (iii) the Uncapped O&M Costs.

"Relevant Region" shall mean Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming.

"Return on Equity Factor" shall mean .0966, which shall be adjusted at the end of each ~~5th~~fifth Fiscal Year (starting on June 30, 2026) to be the mean average of all return on equity percentages (as expressed as a decimal) for the investor-owned electric, gas or water public utilities in the Relevant Region approved within the previous 10 Fiscal Years, to the extent approved by a publicly-available, final, non-appealable order (or its equivalent) issued by the relevant public utilities commission or court of competent jurisdiction, which shall be determined (a) with respect to electric and gas public utilities, using the *CapitalIq Market Intelligence* platform, or if such platform no longer exists, a replacement platform as determined by the University, acting reasonably, based on the following search terms: (i) peer set based on regulated electric, natural gas, and water utilities in the Relevant Region and (ii) regulatory rate case filings; mean of the approved cases within the last 10 years and (b) with respect to water public utilities, using the information published by the applicable commissions within the Relevant Region. For the avoidance of doubt, the foregoing adjustment shall not be considered an amendment or modification of this Schedule 5 or the method of calculation of the Utility Fee and shall not require the approval of either the Concessionaire or the University.

"Unrecovered Balance" shall mean for the New Approved Capital Improvement Costs incurred in any prior Fiscal Year Half, an amount equal to (i) those New Approved Capital Improvement Costs in such Fiscal Year Half less (ii) the aggregate Capital Recovery Amount that has been

paid in the calculation of the Utility Fee in prior Fiscal ~~Years~~Year Halves that are attributable to such New Approved Capital Improvement Costs.

"Variable Fee Component" shall mean the sum of all Unrecovered Balances~~.~~ , provided that, for the avoidance of doubt, the Variable Fee Component shall be recalculated for each Fiscal Year Half as a result of changes to the Unrecovered Balance for each Fiscal Year Half.

Exhibit A

CALCULATION OF UTILITY FEE

Formula

UF = FF + (ROE x 0.4 x VFC) + (COD x 0.6 x VFC) + CRA + OF

COD = Cost of Debt Factor
CRA = Capital Recovery Amount
FF = Fixed Fee
OF = Capped O&M Index + Annual Savings Incentive + Uncapped O&M Costs
ROE = Return on Equity Factor
UF = Utility Fee
VFC = Variable Fee Component

Exemplar

As an exemplar only to illustrate a portion of the calculation of the Utility Fee, below shows the calculation for clauses (ii) and (iii) of the Utility Fee formula and the Capital Recovery Amount for Fiscal Years 2021, 2022 and 2023, assuming that (a) $1,000,000 is incurred as a New Approved Capital Improvement Cost in Fiscal Year 2020 for a New Approved Capital Improvement with an Recovery Period of 20 years with no further New Approved Capital Improvement Costs in 2021, 2022 and 2023, (b) the Return on Equity Factor is 0.10 and (c) the Cost of Debt Factor is 0.04. For the avoidance of doubt, none of these assumptions shall be binding on the University or the Concessionaire, and they are not intended to reflect any expectations of either Party or the actual calculation of the Utility Fee.

Fiscal Year 2020
Utility Fee clause (ii) = $0, calculated as follows: 0.1 x 0.4 x $0
Utility Fee clause (iii) = $0, calculated as follows: 0.04 x 0.6 x $0
Capital Recovery Amount = $0

Fiscal Year 2021
Utility Fee clause (ii) = $40,000, calculated as follows: 0.1 x 0.4 x ($1,000,000 - $0)
Utility Fee clause (iii) = $24,000, calculated as follows: 0.04 x 0.6 x ($1,000,000 - $0)
Capital Recovery Amount = $50,000, calculated as follows: $1,000,000 / 20

Fiscal Year 2022
Utility Fee clause (ii) = $38,000, calculated as follows: 0.1 x 0.4 x ($1,000,000 - $50,000)
Utility Fee clause (iii) = $22,800, calculated as follows: 0.04 x 0.6 x ($1,000,000 - $50,000)
Capital Recovery Amount = $50,000, calculated as follows: $1,000,000 / 20

As an exemplar only to illustrate the calculation of the Baseline Capped O&M Costs and thereby the Annual Savings Incentive sub-component of the Operating Fee component of the Utility Fee for Fiscal Year 2023, assuming that:

(a) Capped O&M Index is $10,000,000 for Fiscal Year 2021 (the first full Fiscal Year),

(b) CPI Index is 1.022 in Fiscal Year 2022 and 1.023 in Fiscal Year 2023, and

(c) forecasted annual operations and maintenance costs attributable to all Approved Capital Improvements and Material Changes is $50,000 in 2023, and

(d) actual Capped O&M Index is $9,550,000 for Fiscal Year 2023,

then:

Baseline Capped O&M Costs = $10,505,060 calculated as follows: $10,000,000 x 1.022 x 1.023 + $50,000

Total savings = $955,060 calculated as follows: $10,505,060 - $9,550,000
Annual Savings Incentive = $477,530, calculated as follows: $955,060 x 0.5

Exhibit B

CAPPED O&M INDEX CALCULATION

Formula

COMI = 3Y O&M Average

UOMC = OUOMC+ NACI O&M + OUSP O&M + NL O&M + OA O&M

COMI = Capped O&M Index

3Y O&M Average = three-year arithmetic average of Capped O&M Costs for last 3 previous Fiscal Years as adjusted by clauses A & B of the COMI definition.

OUOMC = Uncapped O&M Costs other than NACI O&M, OUSP O&M, NL O&M or OA O&M

NACI O&M = annual operations and maintenance costs for New Approved Capital Improvements in the applicable O&M Test Period.

OUSP O&M = annual operations and maintenance costs for Ongoing Utility System Projects in the applicable O&M Test Period.

NL O&M = forecasted annual operations and maintenance costs for compliance with new Laws in the applicable O&M Test Period.

OA O&M = other adjustments to the COMI permitted by the Agreement in the applicable O&M Test Period.

Exemplar

As an exemplar only to illustrate the portion of the calculation of the Utility Fee related to the calculation of the Capped O&M Index and Uncapped O&M Costs for 2024, set forth below is the calculation of the Operating Fee using the hypothetical amounts set forth in the table below. For avoidance of doubt, none of these assumptions shall be binding on the University or the Concessionaire, and they are not intended to reflect any expectations of either Party as to the actual calculation of the Capped O&M Index or Uncapped O&M Costs.

Year	CPI	COMI	COM Costs	NACI O&M	OUSP O&M	NL O&M	OA O&M	OUOMC
2021	260	2.1 MM	2.11 MM	0	0	0	0	0
2022	280	2.15 MM	2.3 MM	.02 MM[1]	.03 MM[1]	.025 MM[1]	.01 MM[1]	0
2023	310	2.26 MM	2.12 MM	.02 MM[1]	.03 MM[1]	.025 MM[1]	.01 MM[1]	.01 MM
2024	290	2.245 MM		.02 MM[1]	.03 MM[1]	.025 MM[1]	.01 MM[1]	.01 MM

For Example, the 3Y O&M Average For Subject Fiscal Year of 2023 would be calculated as follows:

((2024 CPI / 2021 CPI, but no less than 1) * 2021 Capped O&M Costs, but the 2021 Capped O&M Costs can be no more than 102% of 2021 COMI, *plus* (2024 CPI / 2022 CPI, but no less than 1) * 2022 Capped O&M Costs, but the 2022 Capped O&M Costs can be no more than 102% of 2022 COMI, *plus* (2024 CPI / 2023 CPI, but no less than 1) * 2023 Capped O&M Costs, but the 2023 Capped O&M Costs can be no more than 102% of 2023 COMI) / 3

((290 / 260 = 1.11 * 2.11 = $2.342 MM) + (290 /280 = 1.036 * 2.193 (limited by 1.02 of COMI) = $2.272) + (290 / 310 (can't be less than 1) = 1 * 2.12 = $2.12 MM)) / 3 = $2.245 MM

$2,245,000 COMI + $20,000 NACI O&M + $30,000 OUSP O&M + $25,000 NL O&M + 10,000 OA O&M + $10,000 OUOMC = $2,340,000

[1] Such amounts would be included in the Capped O&M Index for Fiscal Years 2022, 2023 and 2024 (as adjusted by the CPI Index) solely for the purpose of calculating the Capped O&M Index for Fiscal Years 2025, 2026 and 2027, as applicable.

Summary report: **Litera Compare for Word 11.6.0.100 Document comparison done on 12/21/2023 5:36:39 PM**	
Style name: JD Color With Moves	
Intelligent Table Comparison: Inactive	
Original DMS: iw://NAI/NAI/1538223303/1	
Modified DMS: iw://NAI/NAI/1538223303/3	
Changes:	
Add	14
~~Delete~~	11
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	25

AMENDED AND RESTATED SCHEDULE 15

KEY PERFORMANCE INDICATORS

The Concessionaire shall calculate whether any KPI Compensation for each Key Performance Indicator has been generated during a Fiscal Year in accordance with this Schedule 15. For the avoidance of doubt, each KPI Calculation corresponds to one Key Performance Indicator.

1. Definitions

(a) Unless otherwise specified or the context otherwise requires, for the purposes of this Schedule 15, the following terms have the following meanings:

(i) "Availability KPIs" means those Key Performance Indicators which are measured by the following KPI Calculations: Electric Hours KPI Calculation, Electric Events KPI Calculation, ~~Steam Plant Hours KPI Calculation, Steam Plant Events KPI Calculation,~~ General Steam Hours KPI Calculation, General Steam Events KPI Calculation, ~~Chilled Water Tank Hours KPI Calculation, Chilled Water Tank Events KPI Calculation,~~ General Chilled Water Hours KPI Calculation, General Chilled Water Events KPI Calculation, Domestic Water Hours KPI Calculation, Domestic Water Event KPI Calculation, Sanitary Sewer Hours KPI Calculation, Sanitary Sewer Events KPI Calculation, Storm Water Hours KPI Calculation, Storm Water Events KPI Calculation, Reclaimed Water Hours KPI Calculation, Reclaimed Water Event KPI Calculation, Compressed Air Hours KPI Calculation, Compressed Air Event KPI Calculation.

(ii) "Compressed Air Portion of the Utility System" means that portion of the Utility System exclusively used in the production and distribution of compressed air to the University Campus to the line of demarcation for the Compressed Air System as described in the Performance Standards.

(iii) "Criticality Factor" means the factor for each University Building, as reasonably determined by the University as set forth on Appendix 24, which may, in no event, exceed 1.0.

(~~iii~~iv) "Domestic Water Portion of the Utility System" means that portion of the Utility System exclusively used in the production and distribution of potable water (and fire protection) to the University Campus to the line of demarcation for the Domestic Water System as described in the Performance Standards.

(~~iv~~v) "Electric Portion of the Utility System" means that portion of the Utility System exclusively used in the distribution of electricity to the University Campus to the line of demarcation for the Electric System as described in the Performance Standards.

(vi) "Equivalent Outage Hours" means, for each Unplanned Outage for each Portion of the Utility System, the product of the number of hours that such Unplanned Outage lasted (rounded up to the next full hour), multiplied by the Criticality Factor for the University Building affected by that Unplanned Outage for that Portion of the Utility System.

(~~v~~vii) "General Chilled Water Portion of the Utility System" means that portion of the Utility System~~, other than the Chilled Water Tank (Thermal Energy Storage) ,~~ exclusively used in the production and distribution of chilled water to the University Campus to the line of demarcation for the Chilled Water System as described in the Performance Standards.

(~~vi~~viii) "General Steam Portion of the Utility System" means that portion of the Utility System~~, other than the Steam Plant,~~ exclusively used in the production and distribution of steam to the University Campus to the line of demarcation for the Steam and Condensate System as described in the Performance Standards.

(~~vii~~ix) "KPI Calculation Appendix" means each of the appendices attached to this Schedule 15.

(~~viii~~x) "KPI Calculations" means, collectively, all Availability KPIs and all Operational KPIs, and "KPI Calculation" shall mean any one of the foregoing.

(~~ix~~xi) "KPI Event" occurs when a KPI Calculation does not meet the Target for the applicable Key Performance Indicator in a Fiscal Year.

(~~x~~xii) "KPI Event Year" means a Fiscal Year in which a KPI Event occurs.

(~~xi~~xiii) "KPI Measurement Window" means, commencing with the then-current Fiscal Year, the number of consecutive Fiscal Years preceding that Fiscal Year including the current Fiscal Year (but in no event more than the number of "Consecutive Event Years" shown on the applicable KPI Calculation Appendix) in which such KPI Event occurred.

(~~xii~~xiv)
measured by the following KPI Calculations: Safety KPI, Environmental Compliance KPI and the Public Notice of Water Quality KPI.

(~~xiii~~xv)
of the Utility System~~, the Chilled Water Tank (Thermal Energy Storage)~~, the Compressed Air Portion of the Utility System, the Domestic Water Portion of the Utility System, the Electric Portion of the Utility System, the Reclaimed Water Portion of the Utility System, the Sanitary Sewer Portion of the Utility System, the General Steam Portion of the Utility

System, ~~the Steam Plant,~~ or the Storm Water Portion of the Utility System, as applicable.

(~~xiv~~xvi) "Reclaimed Water Portion of the Utility System" means that portion of the Utility System exclusively used in the process and delivery of reclaimed, non-potable water to the University Campus to the line of demarcation for the Reclaimed Water System as described in the Performance Standards.

(~~xv~~xvii) "Sanitary Sewer Portion of the Utility System" means that portion of the Utility System exclusively used for sanitary sewer purposes serving the University Campus up to the line of demarcation for the Sanitary Sewer System as described in the Performance Standards.

~~(xvi) "Steam Plant" means the portion of the Energy Plant that is used in the production and distribution of steam to the exterior of the walls of such district energy plant, which is then distributed to the University Campus through the General Steam Portion of the Utility System; provided that, for the avoidance of doubt the "Steam Plant" does not include the portions of such district energy plant that are used in the production or distribution of other Utilities beside steam.~~

(~~xvii~~xviii) "Storm Water Portion of the Utility System" means that portion of the Utility System exclusively used for storm water purposes serving the University Campus up to the line of demarcation for the Storm Water System as described in the Performance Standards.

(~~xviii~~xix) "Target" for any Key Performance Indicator means the amount or percentage, as applicable, for that Key Performance Indicator as identified on the relevant KPI Calculation Appendix.

(xx) "Total Possible Connection Hours" shall be calculated as the total operating hours for a given utility system in the year. For all systems other than the Reclaimed Water System, this is: 24 hours/day x 365 days/year = 8,760 Total Possible Connection Hours ("TPCH"). For the Reclaimed Water System, there are 24 hours/day x 184 days/year = 4,416 TPCH.

(xxi) "University Building" means each building or improvement connected to a Portion of the Utility System, which, as of the original Closing Date, is the list set forth on Appendix 24. A building or improvement shall be considered a University Building even if it is not listed on Appendix 24 or any update thereto.

(b) All capitalized words, not otherwise defined herein, shall have the meaning set forth in this Agreement (including all other schedules thereto), and if, pursuant to the terms and conditions of the Agreement, the definition of such capitalized

words is modified, such modification shall be deemed to apply in this Schedule 15.

(c) References to a "current Fiscal Year" herein shall mean the Fiscal Year for which the KPI Calculation is being determined.

2. Rules of General Applicability

(a) If, in any instance, the KPI Compensation is shown by the applicable KPI Calculation Appendix to be $1,000,000, it (and any cell in that KPI Calculation Appendix to the right or below such cell) shall be deemed to read, in all such instances, "the greater of (i) $1,000,000 and (ii) 10% of the Utility Fee for that particular Fiscal Year."

(b) If, in any instance, the KPI Compensation is shown by the applicable KPI Calculation Appendix to be $500,000, it (and any cell in that KPI Calculation Appendix to the right or below such cell) shall be deemed to read, in all such instances, "the greater of (i) $500,000 and (ii) 5% of the Utility Fee for that particular Fiscal Year."

~~(c) If there is an Unplanned Outage that affects both the Chilled Water Tank (Thermal Energy Storage) and the General Chilled Water Portion of the Utility System, such Unplanned Outage shall be considered an Unplanned Outage for both the Chilled Water Tank (Thermal Energy Storage) and the General Chilled Water Portion of the Utility System. If there is an Unplanned Outage that affects both the Steam Plant and the General Steam Portion of the Utility System, such Unplanned Outage shall be considered an Unplanned Outage for both the Steam Plant and the General Steam Portion of the Utility System.~~

(~~d~~c) All amounts shown in the KPI Calculation Appendix shall be Adjusted for Inflation on the date that is the start of each Compensation Calculation Measuring Period other than the first such Compensation Calculation Measuring Period.

(d) The University shall have the right, upon notice to the Concessionaire, to revise Appendix 24 to amend the list of University Buildings and the Criticality Factor of any University Building in the event of an addition or removal of a University Building from the Utility System and/or a change in function, use or need for such University Building or for such other reason as determined by the University in good faith. If the University fails to provide notice revising Appendix 24 when a University Building is added to the Utility System, including any Portion of the Utility System, it shall automatically be deemed to have a Criticality Factor of 1.0 until such time as the University provides notice thereof.

(e) The Parties acknowledge and agree that this Schedule 15, the Criticality Factors, and the KPI Calculation Appendices appended hereto shall govern from and after the original Closing Date and that Schedule 15 to the Original Agreement shall no longer be of any force or effect for any time period.

3. KPI Calculation for each Availability KPI

(a) *KPI Calculation for Electricity – Unplanned Outage (Hours): KPI Calculation Appendix 1*

The Key Performance Indicator for the hours of Unplanned Outages for electricity is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year~~aggregating the Equivalent Outage Hours for the Electric Portion of the Utility System ~~by the total possible connection hours of the Electric Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "Electric Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Electric Portion of the Utility System, then the Electric Hours KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(b) *KPI Calculation for Electricity – Unplanned Outage (Events): KPI Calculation Appendix 2*

The Key Performance Indicator for the number of events of Unplanned Outages for electricity is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Electric Portion of the Utility System or any portion thereof (the "Electric Events KPI Calculation").

(c) *KPI Calculation for Steam ~~Plant~~ (General) – Unplanned Outage (Hours): KPI Calculation Appendix ~~3~~5*

~~The Key Performance Indicator for the hours of Unplanned Outages for the Steam Plant is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Steam Plant by the total possible connection hours of the Steam Plant during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the "Steam Plant Hours KPI Calculation")~~

~~(d) *KPI Calculation for Steam Plant – Unplanned Outage (Events): KPI Calculation Appendix 4*~~

~~The Key Performance Indicator for the number of events of Unplanned Outages for the Steam Plant is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Steam Plant or any portion thereof (the "Steam Plant Events KPI Calculation")~~

~~(e) *KPI Calculation for Steam (General) – Unplanned Outage (Hours): KPI Calculation Appendix 5*~~

The Key Performance Indicator for the hours of Unplanned Outages for steam~~, other than in connection with the Steam Plant,~~ is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the General~~aggregating the Equivalent Outage Hours for the Steam Portion of the Utility System ~~by the total possible connection hours of the General Steam Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "General Steam Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Steam Portion of the Utility System, then the General Steam Hours KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(~~f~~d) *KPI Calculation for Steam (General) – Unplanned Outage (Events): KPI Calculation Appendix 6*

The Key Performance Indicator for the number of events of Unplanned Outages for steam~~, other than in connection with the Steam Plant,~~ is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the General Steam Portion of the Utility System or any portion thereof (the "~~General~~ Steam Events KPI Calculation").

(~~g~~e) *KPI Calculation for Chilled Water ~~Tank (Thermal Energy Storage~~(General) – Unplanned Outage (Hours): KPI Calculation Appendix ~~7~~9*

~~The Key Performance Indicator for the hours of Unplanned Outages for the Chilled Water Tank (Thermal Energy Storage) is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Chilled Water Tank (Thermal Energy Storage) by the total possible connection hours of the Chilled Water Tank (Thermal Energy Storage) during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the "Chilled Water Tank Hours KPI Calculation").~~

~~(h) *KPI Calculation for Chilled Water Tank (Thermal Energy Storage) – Unplanned Outage (Events): KPI Calculation Appendix 8*~~

~~The Key Performance Indicator for the number of events of Unplanned Outages for the Chilled Water Tank (Thermal Energy Storage) is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Chilled Water Tank (Thermal Energy Storage) or any portion thereof (the "Chilled Water Tank Events KPI Calculation").~~

~~(i) *KPI Calculation for Chilled Water (General) – Unplanned Outage (Hours): KPI Calculation Appendix 9*~~

The Key Performance Indicator for the hours of Unplanned Outages for chilled water~~, other than in connection with the Chilled Water Tank (Thermal Energy Storage),~~ is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the General~~aggregating the Equivalent Outage Hours for the Chilled Water Portion of the Utility System ~~by the total possible connection hours of the General Chilled Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "General Chilled Water Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Chilled Water Portion of the Utility System, then the General Chilled Water Hours KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(~~j~~f) *KPI Calculation for Chilled Water (General) – Unplanned Outage (Events): KPI Calculation Appendix 10*

The Key Performance Indicator for the number of events of Unplanned Outages for chilled water~~, other than in connection with the Chilled Water Tank (Thermal Energy Storage),~~ is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the General Chilled Water Portion of the Utility System or any portion thereof (the "General Chilled Water Events KPI Calculation").

(~~k~~g) *KPI Calculation for Domestic Water – Unplanned Outage (Hours): KPI Calculation Appendix 11*

The Key Performance Indicator for the hours of Unplanned Outages for domestic water (including potable and fire protection) is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year~~aggregating the Equivalent Outage Hours for the Domestic Water Portion of the Utility System ~~by the total possible connection hours of the Domestic Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "Domestic Water Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Domestic Water Portion of the Utility System, then the Domestic Water Hours KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(~~l~~h) *KPI Calculation for Domestic Water – Unplanned Outage (Events): KPI Calculation Appendix 12*

The Key Performance Indicator for the number of events of Unplanned Outages for domestic water (including potable and fire protection) is determined on an

annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Domestic Water Portion of the Utility System or any portion thereof (the "Domestic Water Events KPI Calculation").

(~~m~~i) *KPI Calculation for Sanitary Sewer – Unplanned Outage (Hours): KPI Calculation Appendix 13*

The Key Performance Indicator for the hours of Unplanned Outages for sanitary sewer is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year~~aggregating the Equivalent Outage Hours for the Sanitary Sewer Portion of the Utility System ~~by the total possible connection hours of the Sanitary Sewer Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "Sanitary Sewer Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Sanitary Sewer Portion of the Utility System, then the Sanitary Sewer Hours KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(~~n~~j) *KPI Calculation for Sanitary Sewer – Unplanned Outage (Events): KPI Calculation Appendix 14*

The Key Performance Indicator for the number of events of Unplanned Outages for sanitary sewer is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Sanitary Sewer Portion of the Utility System or any portion (the "Sanitary Sewer Events KPI Calculation").

(~~o~~k) *KPI Calculation for Storm Water – Unplanned Outage (Hours): KPI Calculation Appendix 15*

The Key Performance Indicator for the hours of Unplanned Outages for storm water is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year~~aggregating the Equivalent Outage Hours for the Storm Water Portion of the Utility System ~~by the total possible connection hours of the Storm Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "Storm Water Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Storm Water Portion of the Utility System, then the Storm Water Hours KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(~~p~~l) *KPI Calculation for Storm Water – Unplanned Outage (Events): KPI Calculation Appendix 16*

The Key Performance Indicator for the number of events of Unplanned Outages for storm water is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Storm Water Portion of the Utility System or any portion thereof (the "Storm Water Events KPI Calculation").

(~~q~~m) *KPI Calculation for Reclaimed Water – Unplanned Outage (Hours): KPI Calculation Appendix 17*

The Key Performance Indicator for the hours of Unplanned Outages for reclaimed, non-potable water is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year~~aggregating the Equivalent Outage Hours for the Reclaimed Water Portion of the Utility System ~~by the total possible connection hours of the Reclaimed Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "Reclaimed Water Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Reclaimed Water Portion of the Utility System, then the Reclaimed Water Hours KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(~~r~~n) *KPI Calculation for Reclaimed Water – Unplanned Outage (Events): KPI Calculation Appendix 18*

The Key Performance Indicator for the number of events of Unplanned Outages for reclaimed, non-potable water is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Reclaimed Water Portion of the Utility System or any portion thereof (the "Reclaimed Water Events KPI Calculation").

(~~s~~o) *KPI Calculation for Compressed Air – Unplanned Outage (Hours): KPI Calculation Appendix 19*

The Key Performance Indicator for the hours of Unplanned Outages for compressed air is determined on an annual basis in each Fiscal Year by ~~dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year~~aggregating the Equivalent Outage Hours for the Compressed Air Portion of the Utility System ~~by the total possible connection hours of the Compressed Air Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100%~~ (the "Compressed Air Hours KPI Calculation")~~.~~, provided that if one Unplanned Outage event affects multiple University Buildings for the Compressed Air Portion of the Utility System, then the Compressed Air Hours

KPI Calculation shall only include the Equivalent Outage Hours for one University Building, which will be the highest Equivalent Outage Hours for one University Building for that Unplanned Outage.

(~~t~~p) *KPI Calculation for Compressed Air – Unplanned Outage (Events): KPI Calculation Appendix 20*

The Key Performance Indicator for the number of events of Unplanned Outages for compressed air is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Compressed Air Portion of the Utility System or any portion (the "Compressed Air Events KPI Calculation").

4. Determination of KPI Compensation for each Availability KPI

(a) The KPI Compensation for each Availability KPI for a Fiscal Year is determined as follows:

(i) If the applicable KPI Calculation meets the Target for that Availability KPI in that Fiscal Year, then the KPI Compensation for that Key Performance Indicator for that Fiscal Year is $0;

(ii) If (A) such Fiscal Year is a KPI Event Year for that Availability KPI and (B) the immediately preceding Fiscal Year was not a KPI Event Year for that Availability KPI, then the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column labeled "0 Consecutive Event Years" and in the row where the column labeled "Annual Score" includes the KPI Calculation in the applicable KPI Calculation Appendix; and

(iii) If such Fiscal Year and the immediately preceding Fiscal Year are both KPI Event Years for that Availability KPI, then the KPI Compensation shall be determined by adding the applicable KPI Calculation for the Fiscal Years during the KPI Measurement Window and dividing that sum by the number of Fiscal Years in the KPI Measurement Window and rounding to the decimal point set forth in the applicable KPI Calculation, or if none is provided, to the nearest whole number, (the "KPI Calculation Average"), in which case the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column where the number equals the number of Fiscal Years in the KPI Measurement Window and the row where the column labeled "Annual Score" includes the KPI Calculation Average in the applicable KPI Calculation Appendix, provided that if the KPI Compensation for such Fiscal Year would be higher if calculated pursuant to sub-section (ii) hereof, then the KPI Compensation shall be calculated in accordance with sub-section (ii) as if the immediately preceding Fiscal Year was not a KPI Event Year.

(b) The Concessionaire shall have the right, within sixty (60) Days following an Unplanned Outage for a Portion of the Utility System, to deliver notice to the University that it believes, in its reasonable discretion, that a single root cause caused an Unplanned Outage for multiple Portions of the Utility System, which notice shall include reasonable evidence supporting such conclusion. If the University, in its reasonable discretion, agrees that a single root cause caused an Unplanned Outage for multiple Portions of the Utility System, then it shall waive the Unplanned Outages for all Portions of the Utility System other than the Portion of the Utility System that the University, in its discretion, determines is the primary Portion of the Utility System affected by the root cause, solely for purposes of determining whether a KPI Event occurred in a particular Fiscal Year. For the avoidance of doubt, the Unplanned Outage for the primary Portion of the Utility System affected by the root cause shall be used to determine both the number of events of Unplanned Outages and the number of hours of Unplanned Outages for that Portion of the Utility System. For the avoidance of doubt, if more than one root cause for a Portion of the Utility System occurs concurrently and each root cause causes a separate Unplanned Outage, each root cause shall be treated as a separate Unplanned Outage event.

5. KPI Calculation for each Operational KPI

(a) *KPI Calculation for Safety – Recordable Injury Rate: KPI Calculation Appendix 21*

The Key Performance Indicator for the total OSHA recordable frequency is the number of fatalities, lost time injuries, substitute work, and other injuries (except a hearing threshold shift) requiring treatment by a medical professional and required to be recorded by OSHA in the performance of the Utility Services in the performance of the Utility Services (the "Safety KPI").

(b) *KPI Calculation for Environmental Compliance – Annual Rate of Notices of Violation: KPI Calculation Appendix 22*

The Key Performance Indicator for environmental compliance will be the sum, in any given Fiscal Year, of the Notice of Violation notices received from the Idaho Department of Environmental Quality, the U.S. Environmental Protection Agency or a successor agency to either of the foregoing, or other Governmental Authority relating to compliance with Environmental Laws directly attributable to the Utility System, including its operation and maintenance, to the extent each such notice requires the payment of a fine or fee of $1,000 or more (the "Environmental Compliance KPI").

(c) *KPI Calculation for Issuance of Public Notice Related to Water Quality: KPI Calculation Appendix 23*

The Key Performance Indicator for the issuance of public notices related to the quality of Domestic Water will be the sum of public notices sent by the Idaho

Department of Environmental Quality or any other Governmental Agency to the consumers of the Domestic Water Portion of the Utility System enforcing the Clean Water Act (33 U.S.C. §1321 et seq.) or any successor statute related to produced or distributed water quality (the "Public Notice of Water Quality KPI").

6. Determination of KPI Compensation for each Operational KPI

(a) The KPI Compensation for each Operational KPI for a Fiscal Year is determined as follows:

(i) If the applicable KPI Calculation meets the Target for that Operational KPI in that Fiscal Year, then the KPI Compensation for that Key Performance Indicator for that Fiscal Year is $0;

(ii) If (A) such Fiscal Year is a KPI Event Year for that Operational KPI and (B) the immediately preceding Fiscal Year was not a KPI Event Year for that Operational KPI, then the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column labeled "0 Consecutive Event Years" and in the row where the column labeled "Annual Score" includes the KPI Calculation in the applicable KPI Calculation Appendix; and

(iii) If such Fiscal Year and the immediately preceding Fiscal Year are both KPI Event Years for that Operational KPI, then the KPI Compensation shall be determined by determining the KPI Calculation Average, in which case the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column where the number equals the number of Fiscal Years in the KPI Measurement Window and the row where the column labeled "Annual Score" includes the KPI Calculation Average in the applicable KPI Calculation Appendix, provided that if the KPI Compensation for such Fiscal Year would be higher if calculated pursuant to sub-section (ii) hereof, then the KPI Compensation shall be calculated in accordance with sub-section (ii) as if the immediately preceding Fiscal Year was not a KPI Event Year.

7. Delivery of KPI Calculations and Right to Audit any Key Performance Indicator Calculation

(a) Within thirty (30) Days after the expiration of the current Fiscal Year, the Concessionaire shall provide the University with written notice of its determination of all KPI Calculations and the KPI Compensation for the current Fiscal Year.

(b) The records that the Concessionaire maintains with respect to the calculation of the actual KPI Calculations shall be retained by the Concessionaire for a period of 4 Fiscal Years following the Fiscal Year to which such KPI Calculations relate in an electronic or other form reasonably acceptable to the University. The

University shall have the right, through its Representatives, to examine, copy and audit such records at reasonable times, upon not less than five (5) Business Days' prior notice, at such place within the City of Moscow as the Concessionaire shall reasonably designate from time to time for the keeping of such records. All costs of any such audit shall be borne by the University; provided, however, that if such audit establishes that any KPI Compensation for any particular KPI Calculation for the applicable Fiscal Year was lower than the final determination thereof, as set forth in the statement delivered by the Concessionaire to the University, by at least 1.0%, then the Concessionaire shall pay the cost of such audit. If, as a result of such audit, it is determined that the Concessionaire under calculated the KPI Compensation for any particular Fiscal Year, such difference shall be included as KPI Compensation in the KPI Evaluation Period during which such determination was made.

KPI Calculation for Electricity Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		0	2	3	4	5	6	7	8
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	High								
~~Target 100.000% – 99.977%~~0.000	216.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~99.976% – 99.954%~~216.001	264.000	$ -	$ -	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ ~~800,000~~ 700,000	$ 1,000,000
~~99.953% – 99.931%~~264.001	312.000	$ -	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ ~~800,000~~ 700,000	$ 1,000,000	$ 1,000,000
~~99.930% – 99.908%~~312.001	360.000	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ ~~800,000~~ 700,000	$ 1,000,000	$ 1,000,000	
~~99.907% – 99.885%~~360.001	408.000	$ 100,000	$ 200,000	$ 400,000	$ ~~800,000~~ 700,000	$ 1,000,000	$ 1,000,000		
~~99.884% – 99.862%~~408.001	456.000	$ 200,000	$ 400,000	$ ~~800,000~~ 700,000	$ 1,000,000	$ 1,000,000			
~~99.861% – 99.840%~~456.001	504.000	$ 400,000	$ ~~800,000~~ 700,000	$ 1,000,000	$ 1,000,000				
~~99.839% – 99.817%~~504.001	552.000	$ ~~800,000~~ 700,000	$ 1,000,000	$ 1,000,000					
~~< 99.817%~~552.001	N/A	$ 1,000,000	$ 1,000,000						

KPI Calculation for Electricity Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	$ -	$ -	$ 25,000	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000
4	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000	$ 500,000		
5	$ 200,000	$ 400,000	$ 500,000	$ 500,000				
6 or greater	$ 500,000	$ 500,000						

KPI Calculation Appendix 3

Intentionally Omitted

KPI Calculation Appendix 4

Intentionally Omitted

KPI Calculation for General Steam ~~Plant~~ Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		0	2	3	4	5	6	7	8
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	High								
~~Target 100.00% - 99.15%~~0.000	72.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~99.14% - 98.29%~~72.001	120.000	$ -	$ -	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000
~~98.28% - 97.44%~~120.001	168.000	$ -	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000
~~97.43% - 96.59%~~168.001	216.000	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000	
~~96.58% - 95.74%~~216.001	264.000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000		
~~95.73% - 94.88%~~264.001	312.000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000			
~~94.87% - 94.03%~~312.001	360.000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000				
~~94.02% - 93.18%~~360.001	408.000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000					
~~< 93.18%~~408.001	N/A	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000						

NAI-1531701023v9

~~NAI-1511902948v13~~

KPI Calculation for General Steam ~~Plant~~ Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ ~~3~~2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~4~~ 3-4	$ -	$ -	$ ~~50,000~~25,000	$ ~~100,000~~ 50,000	$ ~~200,000~~100,000	$ ~~400,000~~200,000	$ ~~800,000~~400,000	$ ~~1,000,000~~ 500,000
~~5~~ 5-6	$ ~~100,000~~ 50,000	$ ~~200,000~~100,000	$ ~~400,000~~200,000	$ ~~800,000~~400,000	$ ~~1,000,000~~ 500,000	$ ~~1,000,000~~ 500,000		
~~6~~ 7-8	$ ~~400,000~~200,000	$ ~~800,000~~400,000	$ ~~1,000,000~~ 500,000	$ ~~1,000,000~~ 500,000				
~~7~~9 or greater	$ ~~1,000,000~~ 500,000	$ ~~1,000,000~~ 500,000						

KPI Calculation Appendix 7

Intentionally Omitted

KPI Calculation Appendix 8

Intentionally Omitted

KPI Calculation for General ~~Steam~~Chilled Water Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		0	2	3	4	5	6	7	8
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	High								
~~Target 100.00% - 98.89%~~0.000	144.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~98.88% - 97.77%~~144.001	192.000	$ -	$ -	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000
~~97.76% - 96.66%~~192.001	240.000	$ -	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000
~~96.65% - 95.55%~~240.001	288.000	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000	
~~95.54% - 94.43%~~288.001	336.000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000		
~~94.42% - 93.32%~~336.001	384.000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000			
~~93.31% - 92.20%~~384.001	432.000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000				
~~92.19% - 91.09%~~432.001	480.000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000					
~~< 91.09%~~480.001	N/A	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000						

KPI Calculation for General ~~Steam~~Chilled Water Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ ~~2~~1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~3-4~~2-3	$ -	$ -	$ ~~25,000~~50,000	$ ~~50,000~~100,000	$ ~~100,000~~200,000	$ ~~200,000~~400,000	$ ~~400,000~~800,000	$ ~~500,000~~1,000,000
~~5-6~~4-5	$ ~~50,000~~100,000	$ ~~100,000~~200,000	$ ~~200,000~~400,000	$ ~~400,000~~800,000	$ ~~500,000~~1,000,000	$ ~~500,000~~1,000,000		
~~7-8~~6-7	$ ~~200,000~~400,000	$ ~~400,000~~800,000	$ ~~500,000~~1,000,000	$ ~~500,000~~1,000,000				
~~9~~8 or greater	$ ~~500,000~~1,000,000	$ ~~500,000~~1,000,000						

KPI Calculation for ~~Chilled~~Domestic Water ~~Tank~~ Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		0	2	3	4	5	6	7	8
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	High								
~~Target 100.00% - 99.95%~~0.000	144.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~99.94% - 99.90%~~144.001	192.000	$ -	$ -	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000
~~99.89% - 99.85%~~192.001	240.000	$ -	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000
~~99.84% - 99.80%~~240.001	288.000	$ ~~50,000~~ 35,000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000	
~~99.79% - 99.75%~~288.001	336.000	$ ~~100,000~~ 70,000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000		
~~99.74% - 99.70%~~336.001	384.000	$ ~~200,000~~ 140,000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000			
~~99.69% - 99.64%~~384.001	432.000	$ ~~400,000~~ 280,000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000				
~~99.63% - 99.59%~~432.001	480.000	$ ~~800,000~~ 490,000	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000					
~~< 99.59%~~480.001	N/A	$ ~~1,000,000~~ 700,000	$ ~~1,000,000~~ 700,000						

KPI Calculation for ~~Chilled~~Domestic Water ~~Tank~~ Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ ~~1~~7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~2 3~~8-9	$ -	$ -	$ 25,000	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000
~~4 5~~10-11	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000	$ 500,000		
~~6 7~~12-13	$ 200,000	$ 400,000	$ 500,000	$ 500,000				
~~8~~14 or greater	$ 500,000	$ 500,000						

KPI Calculation for ~~General Chilled Water~~Sanitary Sewer Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		0	2	3	4	5	6	7	8
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	High								
~~Target 100.000% - 99.959%~~0.000	216.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~99.958% - 99.919%~~216.001	288.000	$ -	$ -	$ ~~25,000~~ 35,000	$ ~~50,000~~ 70,000	$ ~~100,000~~ 140,000	$ ~~200,000~~ 280,000	$ ~~400,000~~ 490,000	$ ~~500,000~~ 700,000
~~99.918% - 99.878%~~288.001	360.000	$ -	$ ~~25,000~~ 35,000	$ ~~50,000~~ 70,000	$ ~~100,000~~ 140,000	$ ~~200,000~~ 280,000	$ ~~400,000~~ 490,000	$ ~~500,000~~ 700,000	$ ~~500,000~~ 700,000
~~99.877% - 99.838%~~360.001	432.000	$ ~~25,000~~ 35,000	$ ~~50,000~~ 70,000	$ ~~100,000~~ 140,000	$ ~~200,000~~ 280,000	$ ~~400,000~~ 490,000	$ ~~500,000~~ 700,000	$ ~~500,000~~ 700,000	
~~99.837% - 99.797%~~432.001	504.000	$ ~~50,000~~ 70,000	$ ~~100,000~~ 140,000	$ ~~200,000~~ 280,000	$ ~~400,000~~ 490,000	$ ~~500,000~~ 700,000	$ ~~500,000~~ 700,000		
~~99.796% - 99.757%~~504.001	576.000	$ ~~100,000~~ 140,000	$ ~~200,000~~ 280,000	$ ~~400,000~~ 490,000	$ ~~500,000~~ 700,000	$ ~~500,000~~ 700,000			
~~99.756% - 99.716%~~576.001	648.000	$ ~~200,000~~ 280,000	$ ~~400,000~~ 490,000	$ ~~500,000~~ 700,000	$ ~~500,000~~ 700,000				
~~99.715% - 99.676%~~648.001	720.000	$ ~~400,000~~ 490,000	$ ~~500,000~~ 700,000	$ ~~500,000~~ 700,000					
~~< 99.676%~~720.001		$ ~~500,000~~ 700,000	$ ~~500,000~~ 700,000						

KPI Calculation for ~~General Chilled Water~~Sanitary Sewer Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2-3	$ -	$ -	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000
4-5	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000		
6-7	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000				
8 or greater	$ 1,000,000	$ 1,000,000						

KPI Calculation for ~~Domestic~~Storm Water Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		0	2	3	4	5	6	7	8
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	High								
~~Target 100.00% - 99.72%~~0.000	216.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~99.71% - 99.45%~~216.001	288.000	$ -	$ -	$ ~~50,000~~ 20,000	$ ~~100,000~~ 40,000	$ ~~200,000~~ 80,000	$ ~~400,000~~ 160,000	$ ~~800,000~~ 280,000	$ ~~1,000,000~~ 400,000
~~99.44% - 99.17%~~288.001	360.000	$ -	$ ~~50,000~~ 20,000	$ ~~100,000~~ 40,000	$ ~~200,000~~ 80,000	$ ~~400,000~~ 160,000	$ ~~800,000~~ 280,000	$ ~~1,000,000~~ 400,000	$ ~~1,000,000~~ 400,000
~~99.16% - 98.89%~~		~~$ 50,000~~	~~$ 100,000~~	~~$ 200,000~~	~~$ 400,000~~	~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	~~-~~
~~98.88% - 98.62%~~		~~$ 100,000~~	~~$ 200,000~~	~~$ 400,000~~	~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	~~-~~	~~-~~
~~98.61% - 98.34%~~		~~$ 200,000~~	~~$ 400,000~~	~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	~~-~~	~~-~~	~~-~~
~~98.33% - 98.07%~~		~~$ 400,000~~	~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	~~-~~	~~-~~	~~-~~	~~-~~
~~98.06% - 97.79%~~		~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
~~< 97.79%~~		~~$ 1,000,000~~	~~$ 1,000,000~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~

Schedule 15: KPI Calculation Appendix 12

KPI Calculation for Domestic Water Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8-9	$ -	$ -	$ 25,000	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000
10-11	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000	$ 500,000	-	-
12-13	$ 200,000	$ 400,000	$ 500,000	$ 500,000	-	-	-	-
14 or greater	$ 500,000	$ 500,000	-	-	-	-	-	-

~~KPI Calculation for Sanitary Sewer Hours KPI Calculation~~

		~~KPI Compensation to the University~~							
~~Annual Score~~		~~0~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	~~8~~
~~% Availability~~		~~Consecutive Event Years~~	~~Consecutive Event Years~~	~~Consecutive Event Years~~	~~Consecutive Event Years~~	~~Consecutive Event Years~~	~~Consecutive Event Years~~	~~Consecutive Event Years~~	~~Consecutive Event Years~~
~~Target 100.000% 99.808%~~		~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~
~~99.807% - 99.615%~~		~~$ -~~	~~$ -~~	~~$ -~~	~~$ -~~	~~$ 50,000~~	~~$ 100,000~~	~~$ 200,000~~	~~$ 400,000~~
~~99.614% 99.423%~~		~~$ -~~	~~$ -~~	~~$ -~~	~~$ 50,000~~	~~$ 100,000~~	~~$ 200,000~~	~~$ 400,000~~	~~$ 400,000~~
~~99.422% - 99.231%~~360.001	432.000	$ ~~-~~ 20,000	$ ~~-~~ 40,000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000	
~~99.230% - 99.039%~~432.001	504.000	$ ~~-~~ 40,000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000		
~~99.038% - 98.846%~~504.001	576.000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000			
~~98.845% - 98.654%~~576.001	648.000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000				
~~98.653% - 98.462%~~648.001	720.000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000					
~~< 98.462%~~720.001		$ 400,000	$ 400,000						

KPI Calculation for ~~Sanitary Sewer~~Storm Water Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2-3	$ -	$ -	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000
4-5	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000		
6-7	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000				
8 or greater	$ 1,000,000	$ 1,000,000						

KPI Calculation for ~~Storm~~Reclaimed Water Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		0	2	3	4	5	6	7	8
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	High								
~~Target 100.000% - 99.808%~~0.000	72.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~99.807% - 99.615%~~72.001	120.000	$ -	$ -	$ ~~-~~ 20,000	$ ~~-~~ 40,000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000
~~99.614% - 99.423%~~120.001	168.000	$ -	$ ~~-~~ 20,000	$ ~~-~~ 40,000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000
~~99.422% - 99.231%~~168.001	216.000	$ ~~-~~ 20,000	$ ~~-~~ 40,000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000	
~~99.230% - 99.039%~~216.001	264.000	$ ~~-~~ 40,000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000		
~~99.038% - 98.846%~~264.001	312.000	$ ~~50,000~~ 80,000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000			
~~98.845% - 98.654%~~312.001	360.000	$ ~~100,000~~ 160,000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000				
~~98.653% - 98.462%~~360.001	408.000	$ ~~200,000~~ 280,000	$ 400,000	$ 400,000					
~~< 98.462%~~408.001		$ 400,000	$ 400,000						

KPI Calculation for ~~Storm~~Reclaimed Water Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2-3	$ -	$ -	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000
4-5	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000		
6-7	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000				
8 or greater	$ 1,000,000	$ 1,000,000						

~~Schedule 15:~~ ~~KPI Calculation Appendix 17~~

KPI Calculation for ~~Reclaimed Water~~Compressed Air Hours KPI Calculation

		KPI Compensation to the University							
Annual Score		**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
~~% Availability~~Equivalent Outage Hours		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Low	**High**								
~~Target 100.000% 99.988%~~**0.000**	**72.000**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
~~99.987% - 99.975%~~**72.001**	**120.000**	$ -	$ -	$ ~~50,000~~ 20,000	$ ~~100,000~~ 40,000	$ ~~200,000~~ 80,000	$ ~~400,000~~ 160,000	$ ~~800,000~~ 280,000	$ ~~1,000,000~~ 400,000
~~99.974% 99.963%~~		~~$ -~~	~~$ 50,000~~	~~$ 100,000~~	~~$ 200,000~~	~~$ 400,000~~	~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~
~~99.962% - 99.950%~~**120.001**	**168.000**	$ ~~50,000~~ -	$ ~~100,000~~ 20,000	$ ~~200,000~~ 40,000	$ ~~400,000~~ 80,000	$ ~~800,000~~ 160,000	$ ~~1,000,000~~ 280,000	$ ~~1,000,000~~ 400,000	$ 400,000
~~99.949% - 99.938%~~		~~$ 100,000~~	~~$ 200,000~~	~~$ 400,000~~	~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	-	-
~~99.937% - 99.925%~~**168.001**	**216.000**	$ ~~200,000~~ 20,000	$ ~~400,000~~ 40,000	$ ~~800,000~~ 80,000	$ ~~1,000,000~~ 160,000	$ ~~1,000,000~~ 280,000	$ 400,000	$ 400,000	
~~99.924% - 99.913%~~		~~$ 400,000~~	~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	-	-	-	-
~~99.912% - 99.900%~~		~~$ 800,000~~	~~$ 1,000,000~~	~~$ 1,000,000~~	-	-	-	-	-
~~< 99.900%~~		~~$ 1,000,000~~	~~$ 1,000,000~~	-	-	-	-	-	-

Schedule 15: KPI Calculation Appendix 18

KPI Calculation for Reclaimed Water Events KPI Calculation

Annual Score		0	KPI Compensation to the University						
			2	3	4	5	6	7	8
Number of Events		Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 3216.001	264.000	$ - 40,000	$ - 80,000	$ 50,000 160,000	$ 100,000 280,000	$ 200,000 400,000	$ 400,000	$ 800,000	$ 1,000,000
4 5264.001	312.000	$ 100,000 80,000	$ 200,000 160,000	$ 400,000 280,000	$ 800,000 400,000	$ 1,000,000 400,000	$ 1,000,000		
6 7		$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000	-	-	-	-
8 or greater		$ 1,000,000	$ 1,000,000	-	-	-	-	-	-

KPI Calculation for Compressed Air Hours KPI Calculation

		KPI Compensation to the University						
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.000% - 99.988%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
99.987% - 99.975%	$ -	$ -	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000
99.974% - 99.963%312.001 360.000	$ - 160,000	$ 50,000 280,000	$ 100,000 400,000	$ 200,000 400,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000
99.962% - 99.950%360.001 408.000	$ 50,000 280,000	$ 100,000 400,000	$ 200,000 400,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000	
99.949% - 99.938%	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000	-	-
99.937% - 99.925%	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000	-	-	-
99.924% - 99.913%	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000	-	-	-	-
99.912% - 99.900%408.001	$ 800,000 400,000	$ 1,000,000 400,000	$ 1,000,000					
< 99.900%	$ 1,000,000	$ 1,000,000	-	-	-	-	-	-

KPI Calculation for Compressed Air Events KPI Calculation

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2-3	$ -	$ -	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000
4-5	$ 100,000	$ 200,000	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000		
6-7	$ 400,000	$ 800,000	$ 1,000,000	$ 1,000,000				
8 or greater	$ 1,000,000	$ 1,000,000						

KPI Calculation for Safety

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2-3	$ -	$ -	$ 25,000	$ 50,000	$ 100,000	$ 400,000	$ 400,000	$ 500,000
4-5	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000	$ 500,000		
6-7	$ 200,000	$ 400,000	$ 500,000	$ 500,000				
8 or greater	$ 500,000	$ 500,000						

KPI Calculation for Environmental Compliance

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2-3	$ -	$ -	$ 25,000	$ 50,000	$ 100,000	$ 400,000	$ 500,000	$ 500,000
4-5	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000	$ 500,000		
6-7	$ 200,000	$ 400,000	$ 500,000	$ 500,000				
8 or greater	$ 500,000	$ 500,000						

KPI Calculation for Public Notice of Water Quality

	KPI Compensation to the University							
Annual Score	**0**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2-3	$ -	$ -	$ 25,000	$ 50,000	$ 100,000	$ 400,000	$ 500,000	$ 500,000
4-5	$ 50,000	$ 100,000	$ 200,000	$ 400,000	$ 500,000	$ 500,000		
6-7	$ 200,000	$ 400,000	$ 500,000	$ 500,000				
8 or greater	$ 500,000	$ 500,000						

Criticality Factor

Bldg #	Name	Criticality Factor
1	ADMINISTRATION BUILDING	1
3	ART & ARCHITECTURE NORTH	1
4	ARCHIE PHINNEY HALL	1
5	FOOD RESEARCH CENTER	1
6	GRADUATE ART STUDIO	1
7	MARY E. FORNEY HALL	1
9	GIBB HALL	1
10	GERTRUDE L. HAYS HALL	1
11	UNIVERSITY ENERGY PLANT	1
12	STUDENT HEALTH CENTER	1
14	MENARD LAW BUILDING	1
15	MEMORIAL GYM	1
16	ART & ARCHITECTURE BUILDING	1
17	MORRILL HALL	1
18	RIDENBAUGH HALL	1
19	LIFE SCIENCES SOUTH	1
20	BRUCE M. PITMAN CENTER	1
21	CAROL RYRIE BRINK HALL (FOCE)	1
22	ART & ARCHITECTURE SOUTH	1
25	IDDINGS AG SCIENCE BUILDING	1
26	HAMPTON MUSIC BUILDING	1
28	JANSSEN ENGINEERING BLDG	1
30	NICCOLLS BUILDING	1
32	LIBRARY	1
33	HOLM CENTER	1
34	BLAKE HOUSE	1
35	J.W. MARTIN LAB	1
36	RADIO-TV CENTER	1
38	MINES BUILDING	1
39	MCCONNELL HALL	1
41	SHOUP HALL	1
42	TARGHEE HALL	1
44	CLASS ANNEX	0.5
47	RENFREW HALL	1
48	UNIVERSITY ADVANCEMENT ANNEX	1
49	ENGINEERING ANNEX	0.5
52	THEOPHILUS TOWER	1
53	UI SWIMMING CENTER	1
54	BUCHANAN ENGINEERING LAB	1
55	COLLEGE OF NATURAL RESOURCES	1
56	PHYSICAL EDUCATION BLDG	1
58	ANIMAL PAVILION & MEATS LAB	1

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59	GOLF CART STORAGE SHED	0.25
60	HUMAN RESOURCES	1
61	ENVIRONMENTAL HEALTH & SAFETY	1
62	SOUTH HILL COMMUNITY CENTER	0.25
63	AQUACULTURE WET LAB	1
64	PUMPHOUSE 5	1
65	HARTUNG THEATRE	1
70	PUMPHOUSE 3	1
72	FARM RESIDENCE - BEEF	1
73	FARM OPERATIONS SHOP	0.5
74	BEEF BARN 1	0.25
75	BEEF BARN 2	0.25
76	BEEF SHELTER 212	0.25
77	BEEF SHLT 214A/DRY HEIFER SHED	0.25
78	FARM STORAGE BUILDING #1	0.25
79	USDA RESEARCH BARN	0.25
80	FARM STORAGE BUILDING #2	0.25
81	AQUACULTURE INSTITUTE	1
82	FEED & STORAGE POULTRY 1	0.25
83	LONGHOUSE	0.25
85	ARBORETUM BARN	0.25
89	PUMPHOUSE 4	1
91	JACOB MONSON MEMORIAL BARN	0.25
92	MILKING PARLOR	1
93	WWAMI MEDICAL EDUCATION BLDG	1
94	EARLY CHILDHOOD LRNG CENTER	1
97	IDAHO COMMONS	1
99	PREEC GREENHOUSES (4 UNITS)	0.5
100	GOLF COURSE CLUBHOUSE	1
104	NATIVE AMERICAN/MIGRANT ED CTR	1
106	VIRTUAL TECHNOLOGY & DESIGN	1
110	MCCLURE HALL	1
111	ENGINEERING/PHYSICS BLDG	1
113	MANIS ENTOMOLOGY RESEARCH LAB	1
114	ASUI KIBBIE ACTIVITY CTR / VAC	1
115	MIKE RYAN TRACK & FIELD OFFICE	0.25
116	WICKS FIELD STORAGE & RESTROOM	0.25
119	GOLF COURSE MAINTENANCE BLDG	0.25
120	SHEEP BARN #1	0.25
122	BEEF BARN #3	0.25
123	VET SCI RES BARN/CATTLE ISOLA	0.25
124	SHAVINGS SHED	0.25
125	HAZARDOUS MATERIALS STORAGE	1
126	OBSERVATORY	0.25
129	BEEF WORKING FACILITY	0.25

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130	METABOLISM/SURGERY BUILDING	0.25
132	PESTICIDE STORAGE	0.25
143	STUDENT RECREATION CENTER	1
144	IRRIGATION SYSTEM PUMPHOUSE	1
147	AGRICULTURAL EDUCATION	1
196	KIBBIE WEST TICKET BOOTH	0.25
275	BOOKSTORE/US POST OFFICE	1
330	FARM RESIDENCE - DAIRY	0.25
331	NORTH FARM SCALE HOUSE	0.25
332	MILLING ROOM	0.25
333	MIXING ROOM	0.25
334	FEED STORAGE	0.25
335	CALF BARN	0.5
336	LOAFING BARN	0.25
337	DRY COW SHELTER	0.25
338	HAY SHED	0.25
339	HEIFER BARN	0.25
340	COMMODITY BUILDING	0.25
341	MATERNITY/RESEARCH BARN	0.25
342	FEEDING BARN #1	0.25
343	FEEDING BARN #2	0.25
344	FEEDING BARN #3	0.25
345	UPRIGHT SILO	0.25
346	DAIRY PUMPHOUSE	1
350	SHEEP SHELTER 301	0.25
351	SHEEP SHELTER 302	0.25
352	SHEEP SHELTER 304	0.25
353	SHEEP SHELTER 305A	0.25
354	SHEEP SHELTER 306	0.25
355	SHEEP SHELTER 307	0.25
356	SHEEP SHELTER 308	0.25
357	LAMBING BARN	0.25
358	SHEEP BARN #2	0.25
NAI-15317010 359	FARM RESIDENCE - SHEEP	0.25
360	FARM STORAGE BUILDING #3	0.25
361	SHEEP WORKING FACILITIY	0.25
363	MANIS ENTOMOLOGY LAB	1
364	MANIS HOST PLANT RESISTANCE LAB	0.25
366	MANIS LAB STORAGE SHED 1	0.25
367	MANIS LAB STORAGE SHED 2	0.25
368	MANIS LAB STORAGE SHED 3	0.25
369	MANIS LAB STORAGE SHED 4	0.25
370	MANIS LAB STORAGE SHED 5	0.25
375	BEEF SHELTER 215	0.25
376	BEEF SHELTER 214B	0.25

	377	BEEF SHELTER 216	0.25
	378	BEEF SHELTER 213	0.25
	379	TRUCK SHED	0.25
	380	SEED ROOM	0.25
	381	MACHINE SHED	0.25
	384	ISOLATION BARN	0.25
	385	ISOLATION HOUSE #1	0.25
	386	ISOLATION HOUSE #2	0.25
	387	ISOLATION HOUSE #3	0.25
	388	ISOLATION HOUSE #4	0.25
	389	MONSON WORKING FACILITY	0.25
	390	USDA INCINERATOR	0.25
	391	USDA SHAVINGS SHED	0.25
	392	HORSE SHELTER #2	0.25
	393	HORSE SHELTER #1	0.25
	398	MANIS LAB STORAGE SHED 6	0.25
	399	ANIMAL & VET SCI RESEARCH BARN	0.25
	403	VEHICLE RESEARCH LAB	0.5
	404	FACILITIES GARAGE	0.5
	405	LES SMALL ENGINE SHOP	0.5
	406	UNIVERSITY VEHICLE STORAGE	0.25
	407	PUMPHOUSE 9	1
	420	RECYCLING/SURPLUS	0.5
	421	ART & ARCHITECTURE EAST	1
	422	AGRICULTURAL BIOTECHNOLOGY	1
	423	GAUSS-JOHNSON ENGINEERING LAB	1
	424	J. A. ALBERTSON	1
	426	SEED POTATO GERMPLASM LABORATORY	1
	441	ALPHA KAPPA LAMBDA	1
	447	FARM HOUSE	1
	456	SIGMA CHI	1
	458	ALPHA GAMMA RHO	1
	460	ALPHA GAMMA DELTA	1
NAI-15317010	500	SOUTH HILL TERRACE- 418 TAYLOR	1
	501	SOUTH HILL TERRACE- 426 TAYLOR	1
	502	SOUTH HILL TERRACE- 430 TAYLOR	1
	503	SOUTH HILL TERRACE- 458 TAYLOR	1
	504	SOUTH HILL TERRACE- 464 TAYLOR	1
	506	SOUTH HILL TERRACE- 486 TAYLOR	1
	507	SOUTH HILL TERRACE- 492 TAYLOR	1
	508	SOUTH HILL APTS - 506 TAYLOR	1
	509	SOUTH HILL APTS - 510 TAYLOR	1
	510	SOUTH HILL APTS - 528 TAYLOR	1
	511	SOUTH HILL APTS - 524 TAYLOR	1
	512	SOUTH HILL APTS - 514 TAYLOR	1

	513	SOUTH HILL APTS - 518 TAYLOR	1
	514	SOUTH HILL APTS - 1020 DEAKIN	1
	515	SOUTH HILL APTS - 1011 DEAKIN	1
	516	SOUTH HILL APTS - 1012 DEAKIN	1
	517	SOUTH HILL APTS - 1016 DEAKIN	1
	530	SOUTH HILL VISTA - 301 SWEET	1
	531	SOUTH HILL VISTA - 303 SWEET	1
	532	SOUTH HILL VISTA - 307 SWEET	1
	533	SOUTH HILL VISTA - 311 SWEET	1
	534	SOUTH HILL VISTA - 315 SWEET	1
	535	SOUTH HILL VISTA - 319 SWEET	1
	536	SOUTH HILL VISTA - 380 TAYLOR	1
	537	SOUTH HILL VISTA - 374 TAYLOR	1
	538	SOUTH HILL VISTA - 354 TAYLOR	1
	539	SOUTH HILL VISTA - 350 TAYLOR	1
	540	SOUTH HILL VISTA - 342 TAYLOR	1
	541	SOUTH HILL VISTA - 334 TAYLOR	1
	542	LLC - GEM - BLDG 1	1
	543	LLC - SYRINGA - BLDG 2	1
	544	LLC - SAGE - BLDG 3	1
	545	LLC - UPHAM - BLDG 4	1
	546	LLC - CNR - BLDG 5	1
	547	LLC - GAULT - BLDG 6	1
	548	LLC - ENGINEERING - BLDG 7	1
	549	LLC - SCHOLARS - BLDG 8	1
	550	WALLACE RESIDENCE- COMMON	1
	551	WALLACE RESIDENCE- STEVENSON	1
	552	WALLACE RESIDENCE- BALLARD	1
	553	WALLACE RESIDENCE- WILLEY	1
	554	WALLACE RESIDENCE- GOODING	1
	569	ELMWOOD APARTMENTS	1
	678	TEACHING & LEARNING CENTER	1
	680	POULTRY HILL WAREHOUSE	0.25
NAI-15317010	681	RADIATION STORAGE BUILDING	1
	685	AVS RESEARCH HAY BARN	0.25
	687	NIATT CCVT STORAGE BUILDING	0.5
	688	CHEMICAL STORAGE	1
	689	FACILITIES SERVICES	1
	690	FACILITIES LATHHOUSE/GRNHOUSE	0.25
	691	FACILITIES STORAGE	0.25
	693	UNIV EVENTS/BOOKSTORE STORAGE	0.25
	694	HOUSING STORAGE	0.25
	695	CAMPUS STORAGE #1	0.25
	749	SOUTH CAMPUS CHILLER PLANT	1
	758	CHIP STORAGE/DRYING FACILITY	1

760	TRANSFORMER STORAGE	0.25
761	CHIP FACILITY SCALE HOUSE	0.25
770	INTEGRATED RESEARCH & INNOV CT	1
771	RECLAIM WATER CHLORINATION BLD	1
788	YARD CONTAINERS - SMALL	0.25
789	YARD CONTAINERS - LARGE	0.25
800	INTERMODAL TRANSIT CENTER	1
801	PUBLIC SAFETY & SECURITY	0.25
813	GOLF COURSE PUMPHOUSE	0.5
820	AQUACULTURE RESEARCH INSTITUTE	1
823	PREEC COMMODITY STORAGE BINS	0.25
835	COLLEGE OF EDUCATION BUILDING	1
838	SOIL STEWARDS FARM BARN	0.25
839	MONSON BARN CATTLE STRUCTURE	0.25
840	IDAHO ARENA	1
841	VANDAL GOLF PERFORMANCE CENTER	0.25
847	FACILITIES EQUIPMENT STORAGE	0.25
850	UNIVERSITY HOUSE	1
	WEST FARM BEEF STOCK TANK	0.25
	MONSON BARN STOCK TANK	0.25
	PEA AND LENTAL SERVICE	0.25
CITY OF MOSCOW	CITY OF MOSCOW SEWER TREATMENT DECHLORINATION	1
CITY OF MOSCOW	CITY OF MOSCOW SEWER TREATMENT	1
CITY OF MOSCOW	CITY OF MOSCOW SEWER HEADER	1

NAI-1531701023v9

Summary report: **Litera Compare for Word 11.6.0.100 Document comparison done on 3/26/2024 10:49:12 PM**	
Style name: JD Color With Moves	
Intelligent Table Comparison: Inactive	
Original DMS: iw://naiweb.firm.jonesday.net/NAI/1511902948/13	
Modified DMS: iw://naiweb.firm.jonesday.net/NAI/1531701023/9	
Changes:	
Add	528
~~Delete~~	556
~~Move From~~	3
Move To	3
Table Insert	81
~~Table Delete~~	33
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1204

THIRD AMENDMENT TO PRE-CLOSING AGREEMENT

THIS THIRD AMENDMENT TO PRE-CLOSING AGREEMENT (this "Third Amendment") is made as of October 1, 2023 and effective as of June 30, 2023, by and between The Regents of the University of Idaho (the "University") and Sacyr Plenary Utility Partners Idaho LLC, a Delaware limited liability company (the "Concessionaire" and, together with the University, the "Parties").

A. The University and the Concessionaire have entered into that certain Long-Term Lease and Concession Agreement for the University of Idaho Utility System, dated as of November 2, 2020 (as may be amended, modified, or supplemented, the "Concession Agreement").

B. The University and the Concessionaire have entered into that certain Pre-Closing Agreement dated December 22, 2020 (the "Original Agreement"), as amended by that certain First Amendment to Pre-Closing Agreement dated June 30, 2021 (the "First Amendment"), as further amended by that certain Second Amendment to Pre-Closing Agreement dated June 30, 2022 (the "Second Amendment" and, together with the Original Agreement and the First Amendment, the "Original Amended Agreement"), pursuant to which, among other things, the University agreed to receive, through the State of Idaho, Department of Administration, Division of Insurance the Substitute Policy (as defined in the Original Agreement) for the Applicable Insured Property (as defined in the Original Agreement) during the University Coverage Period (as defined in the Original Agreement) because the All Risk Property Insurance with respect to the Utility System required to be maintained by the Concessionaire in accordance with Section 13.1(h) of the Concession Agreement was not available to the Concessionaire on a commercially reasonable basis or on commercially reasonable terms.

C. The Parties now wish to amend the Original Amended Agreement to, among other things, authorize the University to request the State of Idaho, Department of Administration, Division of Insurance to purchase and hold a new Substitute Policy, as defined below, which would replace the Substituted Policy under the Original Amended Agreement.

NOW, THEREFORE, the University and the Concessionaire agree as follows:

1. Recitals

The foregoing recitals are incorporated into this Third Amendment as if set forth in full.

2. Definitions

(a) Unless expressly provided otherwise, or the context otherwise requires, (i) capitalized terms used but not defined herein shall have their respective meanings set forth in the Original Amended Agreement and (ii) references to Sections, Articles, and clauses herein shall be references to Sections, Articles and clauses of the Concession Agreement. The term "Agreement" as used in the Original Amended Agreement shall mean and refer to the Original Amended Agreement as amended by this Third Amendment.

(b) "Substitute Policy" shall mean, from and after July 1, 2023, and for purposes of the Original Amended Agreement and this Third Amendment, the All Risk Property Insurance for the Applicable Insured Property required by Section 13(h), acquired by and on such terms and conditions, coverages, limits, and exclusions with respect to Utility Assets as the State of Idaho, Department of Administration, Division of Insurance may determine in its sole discretion.

(c) "Applicable Insured Property" shall mean, from and after July 1, 2023, and for purposes of the Original Amended Agreement and this Third Amendment, the Utility System Assets that are covered by the Substitute Policy; provided that the Substitute Policy may not provide coverage for the entire Utility System and, for the avoidance of doubt, the maintenance, repair, replacement, restoration, and operation of any portion of the Utility System not insured by the Substitute Policy shall remain the responsibility of the Concessionaire, including the Restoration obligations set forth in Section 13.4. Upon the Concessionaire's written request, the University shall provide the Concessionaire with a copy of the Substitute Policy.

3. Extension of University Coverage Period

(a) The Parties hereby agree that the University Coverage Period shall be extended to be from the Time of Closing until the earlier of (i) June 30, 2024 or (ii) such earlier date when the Required Coverages under Section 13.1(h) become available to the Concessionaire on a commercially reasonable basis or commercially reasonable terms. During the University Coverage Period, the University shall continue to maintain the Substitute Policy that it receives through the State of Idaho, Department of Administration, Division of Insurance in accordance with the Original Agreement (as modified hereby) to the extent of the coverage provided by the State of Idaho. From and after the date hereof, the Parties agree that the Substitute Policy shall include a deductible (after taking into account any self-insured retention for which the Concessionaire is not responsible) not to exceed $10,000.

(b) Consistent with the First Amendment and the Second Amendment, the University shall not name the Concessionaire, the Operator, Moscow ID Eco District I, LLC, as a Contractor to the Operator, or any Leasehold Mortgagee as additional insureds with respect to the Substitute Policy, and the Parties acknowledge that none of the foregoing had been listed as additional insureds with respect to the Substitute Policy prior to the date hereof. The University and the Concessionaire acknowledge and agree that the Operator, Sub-Operator and any Leasehold Mortgagee of whom the University has received notice shall be named as loss payees of the Substitute Policy for the University Coverage Period up to their respective interests in the Utility System.

(c) On or before the date which is thirty (30) days after the execution of this Third Amendment, the Concessionaire shall pay to the University $142,653, the estimated annual premium for the Substitute Policy (the "Estimated Premium"). The Parties acknowledge that, as of the time of execution of this Third Amendment, the actual amount of the premium for the Substitute Policy is unknown. Once the State of Idaho, Department of Administration, Division of Insurance notifies the University of the actual annual premium

payable for the Substitute Policy (the "Extension Policy Premium"), the difference between the Extension Policy Premium and the Estimated Premium, if positive, shall be payable by the Concessionaire to the University within thirty (30) days after the date of the University's demand. If the difference between the Extension Policy Premium and the Estimated Premium is negative, the University shall refund the difference to the Concessionaire within thirty (30) days after the date of the Concessionaire's demand. The amount of the Extension Policy Premium will be subject to adjustment only to the extent the University Coverage Period terminates before June 30, 2024, in which case the University shall refund a portion of the Extension Policy Premium equal to the Extension Policy Premium multiplied by a fraction, whose numerator is the number of days between the date of termination and the denominator is 365. The Concessionaire shall not include the cost of the Extension Policy Premium as an additional Capped O&M Cost but shall instead require the Sub-Operator to bear the cost without any increase in the fee payable by the Concessionaire to the Operator in accordance with Section 3.3(e).

(d) The University hereby waives the Concessionaire's requirement to comply with Section 13.1(h) with respect to the Applicable Insured Property or Section 13.3 to the extent related to the Concessionaire Required Coverage for the Applicable Insured Property described in Section 13.1(h) during the extension of the University Coverage Period; provided however, that notwithstanding the foregoing, the Concessionaire shall maintain and evidence equipment breakdown coverage with respect to the entire Utility System, as applicable.

4. Miscellaneous

(a) Conflict. In the event the terms of the Original Amended Agreement conflict with the terms of this Third Amendment, the terms of this Third Amendment shall control and govern.

(b) Original Amended Agreement in Full Force and Effect. Except as expressly modified herein, the Original Amended Agreement remains in full force and effect. For the avoidance of doubt, the Concessionaire retains the obligations in the Concession Agreement, including but not limited to Sections 3.2, 3.22, 13.3(h), 13.4(a).

(c) Severability. Each provision of this Third Amendment shall be valid and enforceable to the fullest extent permitted by applicable Law. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Third Amendment shall not affect the remaining portions of this Third Amendment or any part thereof. If any provision of this Third Amendment or the application thereof to any Person or circumstance is held or deemed to be or determined to be invalid, inoperative or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable Law, or public policy, or for any other reason, (i) such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever and (ii) the Parties shall negotiate in good faith to amend this Third Amendment to implement the provisions set forth herein.

(d) Counterparts; Electronic Execution. This Third Amendment may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Third Amendment shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Third Amendment, a Party may send a copy of its executed counterpart to the other Party by email or other means of electronic transmission. Such Party shall be deemed to have executed and delivered this Third Amendment on the date it sent such email or other means of electronic transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Third Amendment executed by such Party.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute and deliver this Third Amendment as of the day and year first written above.

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF IDAHO

BY: _____
PRINTED:
ITS:

[Signature Page to Third Amendment to Pre-Closing Agreement]

NAI-1537860908v4

CONCESSIONAIRE:

SACYR PLENARY UTILITY PARTNERS IDAHO LLC

BY: _____
PRINTED:
ITS:

SACYR PLENARY UTILITY PARTNERS IDAHO LLC

BY: _____
PRINTED: Jerry Mahnger
ITS:

[Signature Page to Third Amendment to Pre-Closing Agreement]

NAI-1537860908v4

UNIVERSITY OF IDAHO

SUBJECT

Updated Six-Year Capital Plan (FY25-30)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.2.a and b.

BACKGROUND/DISCUSSION

The University of Idaho is providing an updated Six-Year Capital Plan to reflect the addition of one project to the plan.

Huckabay Medical Education Building Expansion

The University of Idaho renovated the former Business Technology Incubator building on campus in 2019 and repurposed it to serve the needs of the Washington, Wyoming, Alaska, Montana, Idaho (WWAMI) Medical Education Program. Upon completion of the renovation effort the facility was renamed the D.A. Huckabay Medical Education Building. As the medical education curriculum and programs have grown in the five years since, and are anticipated to grow further, the facility requires expansion to add space for additional faculty offices, classroom, and support spaces. The site plan of the original structure accounted for an eventual expansion of the facility. The university has engaged in a pre-planning feasibility exercise with the architectural team responsible for the 2019 renovation. Based on the pre-planning work to date, the estimated cost of general construction for this proposed expansion is $2,492,000. Owner's costs, estimated costs of architectural services, reasonable and rational construction and project contingencies bring the total estimate project costs to $3,496,900.

IMPACT

This project is key in the success of the University's strategic plan regarding medical education opportunities to serve the State of Idaho. There is no material financial impact from approval of the updated Six-Year Capital Plan. The University will seek approval of the individual construction project described above in compliance with Board policy, at which time the financial impact of the project will be addressed in accordance with applicable policy.

ATTACHMENTS

Attachment 1 – Revised Six-Year Capital Plan

STAFF COMMENTS AND RECOMMENDATIONS

Under Board Policies and Procedures, Section V.K.2.b – If a Major Project is not included in a Plan and an institution or agency under the governance of the Board desires to obtain approval of the Major Project, before seeking approval, it shall

first bring an amended Plan to the Board for Approval at a regularly scheduled meeting of the Board.

Staff recommends approval.

BOARD ACTION

I move to approve the revision to the FY25–30 University of Idaho's six-year capital plan as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN
(Major Capital Projects greater than $1 mil Total Project Cost)
FY 2025 THROUGH FY 2030
($ in 000's)

Institution: University of Idaho

FY2025 FINAL Submittal 1 Jul 23, REVISED 17 Apr 24

	Project Title	Est. Cost	*Prev. Fund.*	FY 2025 PBF	FY 2025 Other	FY 2025 Total	FY 2026 PBF	FY 2026 Other	FY 2026 Total	FY 2027 PBF	FY 2027 Other	FY 2027 Total	FY 2028 PBF	FY 2028 Other	FY 2028 Total	FY 2029 PBF	FY 2029 Other	FY 2029 Total	FY 2030 PBF	FY 2030 Other	FY 2030 Total
1	Moscow Campus HVAC Network Controls Revisions and Improvements, CP210043, DPW 21-259	1,336	1,336	In Punch List Status as of 1 Jul 23																	
2	Idaho Center for Plant and Soil Health, Parma CP210009, DPW 21-272	12,150	12,150	In Const Status as of 1 Jul 23																	
3	6th Street Greenhouses Addition, Ph. 1 CP190096	1,430	1,430	In Const Status as of 1 Jul 23																	
4	Idaho Center for Agriculture, Food, and Environment (CAFE) Research Dairy, Rupert, Ph. 1 CP200007, DPW 18-257	25,497	25,497	In Const Status as of 1 Jul 23																	
5	Ag Science HVAC, Phase 1 CP200001, DPW 20-251	6,566	6,566	In Const Status as of 1 Jul 23																	
6	Campus Drive Repairs, Phase 2, CP210048, DPW 21-268	1,512	1,512	In Award Status as of 1 Jul 23																	
7	J.W. Martin Lab Building Systems Improvements CP230000, DPW 23-250	3,000	3,000	In Design Status as of 1 Jul 23																	
8	South Campus Chiller Plant Chiller Replacement CP230017, MIED1/SPUPI FY2022 CapEx 22-15	3,902	3,902	In Design Status as of 1 Jul 23																	
9	Energy Plant Water Treatment Improvements, Ph.1 CP230025, MIED1/SPUPI FY2023 CapEx 23-106	1,400	1,400	In Design Status as of 1 Jul 23																	
10	Energy Plant Wood Fuel Handling System Upgrades CP230026, MIED1/SPUPI FY2023 CapEx 23-107	2,340	2,340	In Design Status as of 1 Jul 23																	
11	ASUI Kibbie Activity Center Electrical Service Replacement CP230047, MIED1/SPUPI FY2023 CapEx 23-317	2,002	2,002	In Design Status as of 1 Jul 23																	
12	Energy Plant Ash Handling System Upgrades UI CP TBD, MIED1/SPUPI FY2023 CapEx 23-102	3,178	3,178	In Planning Status as of 1 Jul 22																	
13	Energy Plant Boiler Controls Modernization UI CP TBD, MIED1/SPUPI FY2023 CapEx 23-109	4,463	4,463	In Planning Status as of 1 Jul 23																	
14	FY2023 Deferred Maintenance Funds, Original UI Allocation of $41 mil per DPW. After distribution to existing projects, the remaining amount is $25.343 mil, placed into DPW PN 23-882. **Note:** Distributions to specific projects TBD.	25,343	25,343	In Planning Status as of 1 Jul 23																	
15	West Nez Perce Drive Reconfiguration and Rebuild CP240004, DPW 24-254	1,107	1,107	In Planning Status as of 1 Jul 23																	
16	Administration Building HVAC, Phase 2 CP240006, DPW 24-256	1,429	1,429	In Planning Status as of 1 Jul 23																	
17	Huckabay Medical Education Building Expansion UI CP TBD, In Pre-planning & Feasibilty Status as of 17 April 2024	3,497	0	0	3,497	3,497															
18	Hartung Theater New Elevator, FY2025 ADA Category Request Priority 01 CP230005, DPW 23-255 **Note:** In Design Status as of 1 Jul 23. Requesting $476,000 PBF funds (FY2025 ADA Category) to supplement existing funds.	1,480	1,004	476	0	476															
19	Meat Science and Innovation Center, FY2025 Maj Cap Request Priority 01 CP200032 **Note:** In Design Status as of 1 Jul 23. Requesting $2 mil PBF funds (FY2025 Major Capital Category) to supplement existing funds. In addition, UI is contributing add'l funds.	14,100	10,350	2,000	1,750	3,750															

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN
(Major Capital Projects greater than $1 mil Total Project Cost)
FY 2025 THROUGH FY 2030
($ in 000's)

Institution: University of Idaho

FY2025 FINAL Submittal 1 Jul 23, REVISED 17 Apr 24

	Project Title	Est. Cost	*Prev. Fund.*	FY 2025 PBF	FY 2025 Other	FY 2025 Total	FY 2026 PBF	FY 2026 Other	FY 2026 Total	FY 2027 PBF	FY 2027 Other	FY 2027 Total	FY 2028 PBF	FY 2028 Other	FY 2028 Total	FY 2029 PBF	FY 2029 Other	FY 2029 Total	FY 2030 PBF	FY 2030 Other	FY 2030 Total
20	McCall Field Campus Improvements, Dining Lodge and Kitchen, FY2025 Maj Cap Request Priority 02 **Note:** In Programming Status as of 1 Jul 23. Requesting $2 mil PBF funds (FY2025 Major Capital Category) to supplement existing funds.	6,000	4,000	2,000	0	2,000															
21	Idaho Center for Agriculture, Food, and Environment (CAFE) Research Dairy, Rupert, Ph. 2	23,500	0	0	23,500	23,500															
22	Joint ROTC Military Studies Facility FY2025 Maj Cap Request Priority 03	10,000	0	9,000	1,000	10,000															
23	West Campus Neighborhood Improvements FY2025 Maj Cap Request Priority 04	5,000	0	5,000	0	5,000															
24	Art and Architecture Main HVAC Improvements FY2025 A&R Category Request Priority 03	1,375	0	1,375	0	1,375															
25	Idaho Ave Pedestrian Mall Improvements, Pine Street Pedestrian Mall to Line Street Pedestrian Mall FY2025 A&R Category Request Priority 04	1,100	0	1,100	0	1,100															
26	Paradise Creek Pedestrian Bridge at Hello Walk Alignment FY2025 A&R Category Request Priority 05	1,131	0	1,131	0	1,131															
27	Administration Building HVAC, Phase 3 FY2025 A&R Category Request Priority 06	1,375	0				1,375	0	1,375												
28	Admin Building Convert Former NOC to Offices & Renovate Southeast Entry FY2025 A&R Category Request Priority 16	1,250	0				1,250	0	1,250												
29	McCall Field Campus Improvements Teaching and Learning Center #	5,300	0				0	5,300	5,300												
30	Paradise Creek Pedestrian Bridge at Lot 60 Walkway Alignment FY2025 A&R Category Request Priority 21	1,134	0							1,134	0	1,134									
31	McCall Field Campus Improvements Student Lodging #	1,000	0							0	1,000	1,000									
32	Idaho Center for Agriculture, Food, and Environment (CAFE), Food Processing Pilot Facility at CSI, Twin Falls	5,000	0										0	2,500	2,500		2,500	2,500			
33	4th Street Building Renovations and Improvements #	1,000	0																		
34	South Hill Housing Development # Housing and Auxilliary Facilities P3 Priority 1.A	TBD	0																		
35	Graduate Student and Professional Housing # Housing and Auxilliary Facilities P3 Priority 1.B	TBD	0																		
36	Undergraduate Apartment Housing # Housing and Auxilliary Facilities P3 Priority 1.C	TBD	0																		
37	Wallace Residence Center Renovations and Improvements # Housing and Auxilliary Facilities P3 Priority 1.D	TBD	0																		
38	Engineering/STEM Education/Classroom Facility #	40,000	0																		
39	Community Center Facility #	7,500	0																		
	Totals:	227,397	112,009	22,082	29,747	51,829	2,625	5,300	7,925	1,134	1,000	2,134	0	2,500	2,500	0	2,500	2,500	0	0	0

UNIVERSITY OF IDAHO

SUBJECT

Request for design authorization; proposed Huckabay Medical Education Building Expansion, University of Idaho (UI), Moscow, Idaho.

REFERENCE:

February 2018	Idaho State Board of Education (Board) authorized the construction phase for WWAMI Medical Education Building renovation project.
December 2021	Board approved the naming of the WWAMI Medical Education Building as the "D.A. Huckabay M.D. Medical Education Building."
April 2024	University of Idaho requests revision of the FY25-FY30 UI Six-Year Capital Improvement Plan.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1, and Sections V.K.3.

BACKGROUND/DISCUSSION

This is a request to authorize the design phase of a project to expand the Huckabay Medical Education Building located on the Moscow Campus of the University of Idaho.

The University of Idaho renovated the former Business Technology Incubator Building on campus in 2019 and repurposed it to serve the needs of the Washington, Wyoming, Alaska, Montana, Idaho (WWAMI) Medical Education Program. Upon completion of the renovation effort the facility was renamed the D.A. Huckabay Medical Education Building. As the medical education curriculum and programs have grown in the five years since, and are anticipated to grow further, the facility requires expansion to add space for additional faculty offices, classroom, and support spaces. The site plan of the original structure accounted for an eventual expansion of the facility. The university has engaged in a pre-planning feasibility exercise with the architectural team responsible for the 2019 renovation. The proposed addition is approximately 5,000 gsf. The site plan of the original structure accounted for an eventual expansion of the facility.

The project is consistent with the strategic goals and objectives of the University of Idaho and is key to the success of the University's strategic planning regarding medical education opportunities to serve the State of Idaho

In addition, the project is fully consistent with the principles, goals, and objectives of UI's Long Range Campus Development Plan (LRCDP).

IMPACT

Based on the pre-planning and feasibility work to date, the estimated cost of general construction for this proposed expansion is $2,492,000. Owner's costs estimated costs of architectural services, reasonable and rational construction and project contingencies bring the total estimate project costs to $3,496,900.

The source of funds for this project effort is WWAMI program funds set aside for this project initiative.

This request is for authorization to proceed with the design phase for the proposed expansion of the Huckabay Medical Education Building. The University seeks authority to expend $805,540 during the design phase, based upon estimated costs for A/E fees, other planning necessities such as site survey, geotechnical investigation, plan review fees, and design phase contingency allowances.

Overall Project

Funding		**Estimate Budget**	
State		A/E & Consultant Fees	$ 167,952
Federal (Grant)		Construction	2,492,000
Other (UI)		Construction Cont.	199,360
WWAMI	$ 3,496,900	Owner Cost & FFE	536,794
		Project Cont.	100,794
Total	$ 3,496,900	Total	$ 3,496,900

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet Page 4

STAFF COMMENTS AND RECOMMENDATIONS

The authorization of this request will allow the University of Idaho to progress with the planning and design phase of the intended expansion of the Huckabay Medical Education Building. The project will increase the capacity of the existing facility by approximately 5,000 gsf which will add space for additional faculty offices, classrooms, and support spaces to accommodate the growth in UI's medical education curricula and programs over the past five (5) years.

UI's request for the Board to authorize project planning and design costs of $805,540 is based upon estimated costs for architectural and engineering fees, site survey costs, geotechnical investigation, plan review fees, and design phase contingency allowances.

Under Board Policy V.K., if a project is estimated to exceed $2M, it is defined as a "major project." Under Board Policy V.K.3.a. the institutions are required to obtain

Board approval for the planning and design process of a major project which is estimated to eventually cost in excess of $2M. (Present estimated total project costs are estimated to be approximately $3.5M)

Staff recommend approval.

BOARD ACTION

I move to approve the University of Idaho request to proceed with the design phase for the proposed expansion of the Huckabay Medical Education Building, for a total cost of $805,540 as described in the materials presented. Approval includes the authority for the Vice President for Finance and Administration to execute all necessary and requisite consulting and vendor contracts to implement the planning and design phase of this project.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of April, 2024

History Narrative

1	**Institution/Agency:**	University of Idaho	**Project:**	Capital Project Authorization Request, proposed Huckabay Medical Education Building Expansion, University of Idaho (UI), Moscow, Idaho.
2	**Project Description:**	A Capital Project to provide for the design of project to design and construct a proposed expansion of the Huckabay Medical Education Building on the Moscow campus of the University of Idaho.		
3	**Project Use:**	the proposed expansion of the Huckabay Medical Education Building add space for additional faculty offices, classroom, and support spaces in support of the University's strategic planning regarding medical education opportunities to serve the State of Idaho		
4	**Project Size:**	Approx. 5,000 gsf		

	Project Cost History:	**Sources of Funds**				**Use of Funds***			
					Total	**Use of Funds**			**Total**
		PBF	**ISBA**	**Other**	**Sources**	**Planning**	**Const**	**Other****	**Uses**
9	Initial Cost of Project, Design Phase Authorization Request. April 2024	$ -	$ -	$ 3,496,900	$ 3,496,900	$ 167,952	$ 2,691,360	$ 637,588	$ 3,496,900
10									
11	**History of Revisions:**								
12									
13									
14	**Total Project Costs**	$ -	$ -	$ 3,496,900	$ 3,496,900	$ 167,952	$ 2,691,360	$ 637,588	$ 3,496,900

15 * 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.

16 ** Owner's Costs, FFE, & Project Contingency, Any carry forward amounts are to be used in future phases which may be approved by the Board of Regents.

17

				Other Sources of Funds				
18				|----------|			
19	**History of Funding:**	**PBF**	**ISBA**	**Institutional Funds (Gifts/Grants)**	**Student Revenue**	**Other*****	**Total Other**	**Total Funding**
20	Initial Cost of Project, Design Phase Authorization Request. April 2024	$ -	$ -	$ -	$ -	$ 3,496,900	$ 3,496,900	$ 3,496,900
21								
22								
23							-	-
24	Total	$ -	$ -	$ -	$ -	$ 3,496,900	$ 3,496,900	$ 3,496,900

25 *** UI WWAMI Program

TAB	DESCRIPTION	ACTION
1	**BOARD POLICY III.G. POSTSECONDARY PROGRAM REVIEW AND APPROVAL – FIRST READING**	Action Item
2	**BOARD POLICY III.Q. ADMISSION STANDARDS – FIRST READING**	Action Item
3	**BOARD POLICY III.N. STATEWIDE GENERAL EDUCATION – SECOND READING**	Action Item
4	**BOISE STATE UNIVERSITY – ONLINE MASTER OF ARTS IN DIGITAL COMMUNICATIONS MANAGEMENT**	Action Item
5	**IDAHO STATE UNIVERSITY – DOCTOR OF NURSE ANESTHESIA PRACTICE**	Action Item

SUBJECT

Board Policy III.G., Postsecondary Program Review and Approval – First Reading

REFERENCE

August 29, 2019	The Board was presented with a first reading of proposed amendments to Board Policy III.G. Policy, which was referred back to Instruction, Research, and Student Affairs (IRSA) for additional discussion.
October 17, 2019	The Board approved the first reading of proposed amendments, which adds baccalaureate degree programs to the list of programs reviewed by the Board and changes requirements for new academic program proposals that consist of new state appropriations.
December 2019	The Board approved the second reading of proposed amendments to Board Policy III.G.
June 10, 2020	The Board approved a one-year, partial waiver of the requirement for full proposals in Board Policy III.G.3.d and 4.d for modifications to academic programs, career technical programs and instructional and administrative units.
June 16, 2021	The Board approved an extension of the partial waiver of the requirement for full proposals in Board Policy III.G.3.d. and 4.d for modifications to academic programs, career technical programs and instructional and administrative units.
June 16, 2021	The Board approved the first reading of proposed amendments to Board Policy III.G, which reorganizes and streamlines proposal requirements and provides flexibility to the Executive Director to delegate authority to designees for the approval of academic and career technical program changes.
August 26, 2021	The Board approved the second reading of proposed amendments to Board Policy III.G.
December 15, 2021	The Board approved the first reading of proposed amendments to Board Policy III.G., correcting duplicative language and aligning approval roles.
February 17, 2022	The Board approved the second reading of proposed amendments to Board Policy III.G.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G.
Idaho Code §§ 33-2107A, 33-2202, 33-2205

BACKGROUND/DISCUSSION

In August 2021, the Board approved a major revision to Board Policy III.G. Postsecondary Program Approval and Discontinuance. This revision restructured the policy to include three levels of review, based on the nature of requested programmatic changes: full proposal, short proposal, and letter of notification. In February 2022, the Board approved amendments to correct an unintended conflict in the policy related to actions requiring a short proposal.

Over the past 2.5 years of implementing the significantly revised policy, Board staff and institutions have noted several minor-to-moderate changes that would further streamline the program review and approval process. The proposed amendments include these changes.

It was also recognized by staff at the Board Office and the Idaho Division of Career Technical Education (Division) that review and approval authority of CTE programs in Policy III.G. is misaligned with Idaho Code. Specifically, Chapter 22, Title 33, Idaho Code, establishes the State Board for Career Technical Education, defines career technical education, and establishes Idaho's career technical education system (secondary through postsecondary). The Chapter further establishes the Division as the agency responsible for administering the system on behalf of, and within state law and the policies of, the State Board for Career Technical Education. Specifically, Idaho Code § 33-2202 authorizes the Board, when serving in its role as the State Board for Career Technical Education, to execute the laws of the state relative to career technical education. Further, Idaho Code § 33-2205 identifies the administrator to the State Board for Career Technical Education as the administrator for the Division and authorizes the administrator to carry into effect the rules of the Board and coordinate all efforts in career technical education.

Additionally, language within Chapter 22 expands the administrator's role in carrying out all federal and state provisions, including the rules adopted by the Board for its own governance (generally referred to as Board policies), related to career technical education. The current language in Board Policy III.G. authorizes the administrator or the Board's executive director to approve career technical education programs. This language does not align with the statutory framework for the administration of career technical programs as that authorization is vested in the administrator for the Division. Idaho Code separates the duties of the Office of the State Board of Education established in Idaho Code § 33-102A and the powers and duties of the administrator for the State Board for Career Technical Education established in Idaho Code § 33-2205.

The proposed changes to Board Policy III.G. regarding the approval of career technical education programs align Board policy with Idaho Code. In addition to the alignment of the program approval process, additional technical changes have been made specific to career technical education programs such as removing the definition of career technical program component, as these programs do not include components.

The policy is now misaligned with recently updated practices related to the role of the Professional Standards Commission (PSC) in reviewing new educator preparation programs. The PSC no longer reviews such proposals, which will be reviewed, going forward, by the review process approved by the Board at the October 2023 regular Board meeting.

Finally, the current policy requires an external peer review for all doctoral programs before proposal submission to the board. Multiple institutions have indicated that some doctoral programs require specialized accreditation that includes a robust preliminary external peer review by the programmatic accreditor before any students may be enrolled. Proposed amendments would allow for the accreditor's external review to supplant the required external peer review under certain conditions.

IMPACT

Amendments will clarify and streamline the program review and approval process and bring it into alignment with current practice. They will also clearly articulate the differential roles and responsibilities of the Board's executive director and the Division administrator in program review and approval. Amendments will also increase efficiency and reduce duplicative costs for the development of some doctoral programs.

ATTACHMENTS

Attachment 1 – Board Policy III.G. Postsecondary Program Review and Approval – First Reading

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendments will improve the program review and approval process, for both Board staff and institutional staff. The amendments will also provide internal clarity regarding the review and approval of career technical programs and provide for more efficient program development processes.

Board staff recommends approval of these amendments.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy III.G, Postsecondary Program Review and Approval, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
SUBSECTION: G. Postsecondary Program Review and Approval ~~February 2022~~ June 2024

This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, North Idaho College, College of Eastern Idaho, College of Southern Idaho, and College of Western Idaho.

1. Classifications and Definitions

   a. Academic Program shall mean a postsecondary educational program offered by an institution of higher education that leads to an academic or professional degree, certificate, or other recognized educational credential as defined in Board Policy Section III.E.

   b. Academic Program Components shall include options, minors, emphases, tracks, concentrations, specializations, and cognates as defined by each institution. For the purposes of this policy, a certificate is not an academic program component.

   c. Administrative Unit shall mean offices, centers, bureaus, or institutes that are responsible for carrying out administrative functions, research, or public service as their primary purpose, and are not responsible for academic or career technical programs.

   d. Career Technical Program shall mean a sequence or aggregation of competencies that are derived from industry-endorsed outcome standards and directly related to preparation for employment in occupations requiring a career technical certificate or degree as defined in Board Policy Section III.E. These programs must include competency-based applied learning that contributes to an individual's technical skills, academic knowledge, higher-order reasoning, and problem-solving skills.

   ~~e. Career Technical Program Component shall mean instructional paths to fields of specialized employment, consisting of more than one specialized course.~~

   ~~f.~~e. Financial Impact shall mean the total financial ~~resources~~expenditures, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit. ~~This includes the impact of moving resources from existing programs to proposed programs.~~

   ~~g.~~f. Full Proposal shall mean a document submitted to the Board Office or Idaho Division of Career Technical Education (IDCTE) that contains details about substantive changes to academic or career technical education programming or administration that require review and approval by the full Board, ~~or~~ the Board's Executive Director, ~~of the Board~~ the IDCTE State Administrator (State

Administrator), or designee, as specified in this policy. The Full Proposal template is developed and maintained by the ~~Executive Director, State Administrator, or designee.~~Board Office in collaboration with IDCTE as appropriate.

~~h.~~g. Instructional Unit shall mean departments, institutes, centers, divisions, schools, colleges, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs or career technical programs.

~~i.~~h. Letter of Notification shall mean a letter from the institution to the Executive Director, ~~IDCTE~~ State Administrator or designee, notifying the Board Office or IDCTE as appropriate of changes to academic or career technical education programming or administration that do not require advanced approval by the Board, ~~or the~~ Executive Director, State Administrator, or designee, as specified in this policy.

~~j.~~i. Major shall mean a principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements. The concentration of coursework in a subject matter major serves to distinguish one program from others leading to the same or a similar degree.

~~k.~~j. Short Proposal shall mean a document submitted to the Board Office or IDCTE that contains details about non-substantive changes to academic or career technical education programming or administration that require review and approval by the Executive Director, State Administrator, or designee, as specified in this policy. The Short Proposal template is developed and maintained by the Board Office in collaboration with IDCTE as appropriate.~~Executive Director, State Administrator, or designee as applicable to the type of program~~.

2. Roles and Responsibilities

Program planning, review, and approval shall be a collaborative process which includes the Board, Board office staff, IDCTE staff, the institutions, faculty, external advisory groups, regional and specialized accreditation bodies, and other stakeholders pursuant to Board Policy III.Z.

a. Each institution shall establish and maintain policies and procedures for evaluating existing programs and developing new program proposals. This evaluation process should be an integral component of the institution's academic and career technical education planning and budgeting processes.

b. The Council on Academic Affairs and Programs (CAAP) shall review ~~N~~new program proposals and discontinuation requests ~~shall be reviewed by the Council on Academic Affairs and Programs (CAAP~~). CAAP shall make recommendations to the Instruction, Research, and Student Affairs (IRSA) committee on instructional programmatic matters and related policy issues.

c. The State Administrator ~~of IDCTE~~ shall approve academic microcredentials developed by the institutions, in consultation with Board Staff, in addition to career technical microcredentials. ~~The Idaho Division of Career Technical Education~~The State Administrator shall review and make recommendations as appropriate to the IRSA Committee and/or the Board on instructional programmatic matters and policy issues related to ~~their~~ IDCTE's roles and responsibilities. ~~The State Administrator of the Idaho Division of Career Technical Education is authorized to approve academic microcredentials developed by the institutions in addition to career technical microcredentials.~~

~~The Professional Standards Commission shall review and make recommendations as appropriate to the Board on educator preparation programs for educator certification purposes. Educator preparation program approval for state certification purposes is governed by Administrative Code through a separate process. The processes for earning approval for certification should be conducted concurrently with the program approval process when practicable~~.

3. Procedures for Review and Approval of Changes to Academic Programming and Administration ~~Proposal Submission and Approval~~

Proposed changes to academic programs and administration at the institutions shall be submitted to the Board for one of three levels of review: a Full Proposal, a Short Proposal, or a Letter of Notification. Institution staff~~s~~ shall ~~are strongly encouraged to~~ consult with Board staff to determine the appropriate level of review before submitting proposed changes to the Board office.

a. Actions Requiring a Full Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, actions related to academic programs or units identified in this subsection require approval by the Board or the Executive Director or designee as indicated, and shall be submitted by the institution as a Full Proposal. There are three different types of Full Proposal forms: a form for a discontinuation of a program, a form for new instructional/administrative units, and a form for all other actions requiring a Full Proposal.

i. The following actions require approval by the Board:

1) Establishment of a new branch campus or change in location geographically apart from the main campus, regardless of financial impact. A location of an institution that is geographically apart and independent of the main campus is permanent in nature; offers at least 50% of the courses of an educational program leading to a degree, certificate, or other educational credential; has its own faculty and

administrative organization; and has its own budgetary and hiring authority. Subsection 3.a.i.1 does not apply to ~~the~~ community colleges.

2) Establishment of any new academic undergraduate or graduate program with a financial impact of $250,000 or more per fiscal year.

a) All doctoral program proposals shall require an external peer review, regardless of financial impact. The external peer-review panel shall consist of at least two (2) members and will be selected by the Executive Director or designee and the requesting institution's Chief Academic Officer. Board staff shall notify the institution in writing whether it may proceed with the external peer-review process. External reviewers shall not be affiliated with a public Idaho institution. The review shall consist of a paper and on-site peer review, followed by the issuance of a report and recommendations by the panel. Each institution shall provide the panel with a template developed by the Executive Director or designee. The peer reviewer report and recommendations shall be a significant factor in the Board's evaluation of the program.

i. For programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as described in this paragraph, and may occur after approval of the program by the Board, if and only if receipt of initial accreditation is required before any student enrolls in the program. Institutions must receive from the Executive Director or designee approval to supplant external peer review with specialized accreditation review prior to submitting a doctoral program proposal. Institutions shall submit a copy of the specialized accreditation report to the Board Office within 30 days of completion of the review.

b) New educator preparation programs must utilize the Board approved new education preparation program approval process and require ~~concurrent~~ submission of a Full Proposal to the Executive Director or designee ~~, and the Professional Standards Commission (PSC),~~ regardless of financial impact. The ~~PSC~~ new education preparation program approval process ensures programs meet the Idaho standards for educator certification. The Executive Director or designee ensures the program proposal is consistent with the program approval process and meets the standards approved by the Board and ~~established by rule in Administrative Code~~ pursuant to Section 33-1254 Idaho Code. ~~The PSC makes recommendations to the Board for approval of programs as vehicles for meeting the state certification requirements.~~

3) Establishment by a community college of any new applied baccalaureate program, pursuant to Section 33-2107A, Idaho Code.

4) Establishment of any new program with academic program fees as defined in Board Policy Section V.R.
5) Adding program fees to existing programs requires full Board approval consistent with Board Policy Section V.R; however, such changes do not require submission of a Full Proposal.

ii. The following actions require approval by the Executive Director or designee:

1) Establishment of any new academic undergraduate or graduate program with a financial impact of less than $250,000 per fiscal year.
2) Discontinuation of an academic undergraduate or graduate program or instructional or administrative unit.
3) Establishment of any new instructional or administrative unit.
4) Establishment of any new or discontinuation of any existing academic undergraduate and graduate certificates consisting of more than 30 credits and with a financial impact of $250,000 or more per fiscal year.
5) Expansion of an existing program outside an institution's Designated Service Region, with the exception of programs for which institutions have statewide program responsibilities as defined in Board Policy III.Z.
6) Conversion of a program option into a stand-alone program with a financial impact of $250,000 or more per fiscal year.
7) Consolidation of two or more undergraduate programs into one undergraduate program with a financial impact of $250,000 or more per fiscal year.
8) Consolidation of two or more graduate programs into one program.
9) Splitting of a graduate program into two or more programs.
10) Addition of an academic undergraduate, graduate, or specialized certificate~~s or degrees~~ to an existing program~~s~~ with a financial impact of $250,000 or more per fiscal year.

Each Full Proposal shall be reviewed by ~~the Council on Academic and Affairs and Programs~~CAAP within thirty (30) days of ~~receipt~~submission to the Board Office. At the sole discretion of the Executive Director or designee, any Full Proposal may be referred to the full Board for review and approval. To ensure review by the full Board, the 30-day review must end at least fifteen (15) calendar days before the agenda material submission deadline for the targeted regular Board meeting. ~~Requests requiring new state appropriations shall be submitted to the Board for review prior to or concurrently with submission of an institution's annual budget request.~~

b. Actions Requiring a Short Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, the following actions related to academic programs or

units require approval by the Executive Director or designee and shall be submitted by the institution as a Short Proposal:

i. Establishment of a new or discontinuation of any existing academic undergraduate or graduate certificate consisting of more than 30 credits with a financial impact of less than $250,000 per fiscal year.
ii. Addition of an academic undergraduate, graduate, or specialized certificate ~~or degree~~ to an existing program with a financial impact of less than $250,000 per fiscal year.
iii. Splitting of an undergraduate program into two or more undergraduate programs.
iv. Consolidation of two or more undergraduate programs into one undergraduate program with a financial impact of less than $250,000 per fiscal year.
v. Conversion of one program option into a stand-alone program with a financial impact of less than $250,000 per fiscal year.
vi. Conversion or transition of a degree type (e.g., Bachelor of Arts to Bachelor of Science).
vii. Conversion or transition of a certificate type (e.g., Technical Certificate of Completion to Basic Technical Certificate).
viii. Deviation from certificate or degree program credit definitions as provided in Board Policy III.E.
ix. Changes to program names or degree titles related to Statewide Program Responsibilities as defined in Policy III.Z (requires full board approval).
x. Establishment of new programs consisting of multiple certificates with similar coursework.
xi. Establishment of a dual degree from existing programs with a financial impact of less than $250,000 per fiscal year.
xii. Modification to existing academic instructional or administrative units.

At the sole discretion of the Executive Director or designee, institutions may be required to submit a Full Proposal for any action identified in this subsection.

c. Actions Requiring a Letter of Notification

Subsequent to institutional review and consistent with institutional policies, and ~~within~~ at least 30 days ~~after~~ before implementation, institutions shall notify the Executive Director or designee of the following actions related to academic programs or units via a Letter of Notification:

i. Establishment of a new, modification to, or discontinuation of an academic program component.
ii. Establishment of a new or discontinuation of any existing academic undergraduate or graduate certificate consisting of fewer than thirty (30) credits.

iii. Expansion of an existing ~~P~~program ~~expansion~~ within an institution's Service Region as defined in Board Policy III.Z.
iv. Expansion of an existing statewide program offered by an institution with Statewide Program Responsibilities as defined in Board Policy III.Z.
~~iv. A change from clock hours to credit hours for an academic program.~~
v. Addition of an online option to an existing academic program.
vi. Transition of an academic program with less than fifty percent (50%) of courses offered online exclusively to fifty percent (50%) or more of courses offered online exclusively.
vii. Transition of an academic program to an exclusively online format.
viii. Addition or removal of courses that represent a significant departure from existing academic program offerings or method of delivery.
ix. A change in name or title of any academic program or instructional or administrative unit.
x. A change of Classification of Instructional Program (CIP) code for any academic program.
xi. A ~~credit~~ change to the total number of credits required to earn a certificate or degree to an existing academic program.

At the sole discretion of the Executive Director or designee, institutions may be required to submit a Short Proposal or Full Proposal for any action identified in this subsection.

d. Other ~~M~~minor content changes to curriculum, descriptions of individual courses, or catalog listings do not require notification to or approval by the Board or the Executive Director or designee.
~~d.~~e. Requests to establish, modify, or discontinue a microcredential, as defined in Board Policy III.E, require approval by the State Administrator or shall be submitted by the institution in accordance with a templated developed by IDCTE.

4. Career Technical Program Proposal Submission and Approval

a. Actions Requiring a Full Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, requests for changes to career technical programs or units identified in this subsection require approval by the State Administrator ~~or the Executive Director~~ or designee and shall be submitted by the institution as a Full Proposal.

i. Establishment of a new career technical education program or certificate. New career technical programs or certificates with a financial impact of $250,000 or more per fiscal year require approval by the full Board.
ii. Discontinuation of career technical programs ~~and components~~.
iii. Establishment of new career technical administrative or instructional units.

iv. Expansion of a career technical program outside an institution's Designated Service Region as defined in Board Policy III.Z.
v. Consolidation of two or more career technical programs into one career technical program with a financial impact of $250,000 or more per fiscal year.
vi. Conversion of one certificate or degree option within a career technical program ~~option~~ into a stand-alone career technical program with a financial impact of $250,000 or more per fiscal year.
vii. Addition of career technical certificates or degrees to existing career technical programs with a financial impact of $250,000 or more per fiscal year.

For new or modified career technical programs or certificates, a Program Profile ~~Attachment B~~ is required. Each Full Proposal shall be reviewed by ~~the Council on Academic and Affairs and Programs~~CAAP within 30 days of ~~receipt.~~ submission to IDCTE. At the sole discretion of the State Administrator ~~or Executive Director~~ or designee, any Full Proposal may be referred to the Board for review and approval. To ensure review by the full Board, the 30-day review must end at least fifteen (15) calendar days before the agenda material submission deadline for the targeted regular Board meeting.

b. Actions Requiring a Short Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, requests for changes in career technical programs or units identified in this subsection require approval by the State Administrator ~~or Executive Director~~ or designee and shall be submitted by the institution as a Short Proposal.

i. Splitting of a career technical program into two or more career technical programs.
ii. Consolidation of two or more career technical programs into one career technical program with a financial impact of less than $250,000 per fiscal year.
iii. Conversion of one certificate or degree option within a career technical program ~~option~~ into a stand-alone career technical program with a financial impact of less than $250,000 per fiscal year.
iv. Addition of career technical certificates, specialized certificates, or degrees to existing career technical programs with a financial impact of less than $250,000 per fiscal year.
v. Inactivation of a career technical program (refer to paragraph 8 of this policy).~~Inactivation of a career technical program. Inactivation allows program re-evaluation and assessment in response to rapid changes in industry for up to three years. If industry demand for the program does not resume within three years following approved inactivation, the program shall be discontinued pursuant to paragraph 7 of this policy.~~

vi. Addition or removal of courses that represent a significant departure from existing career technical program offerings or method of delivery.
vii. Modification to existing career technical instructional or administrative units.
viii. Conversion or transition of one career technical program degree or certificate level to another degree or certificate level.
ix. Transition of a career technical program to an exclusively online format.
x. Addition of an online option to an existing career technical program.
xi. Transition of a career technical program with less than fifty percent (50%) of courses offered online exclusively to fifty percent (50%) or more of courses offered online exclusively.

For the addition or modification of career technical programs or certificates, a Program Profile ~~Attachment B~~ is required. Upon the recommendation of the State Administrator or at the discretion of the Executive Director or designee, institutions may be required to submit a Full Proposal for any action identified in this subsection.

c. Actions Requiring a Letter of Notification

Subsequent to institutional review and consistent with institutional policies, and within 30 days ~~after~~ before implementation, institutions shall notify the State Administrator ~~or the Executive Director~~ or designee of the following changes to career technical programs or units via a Letter of Notification and Program Profile as appropriate:

~~i. Establishment of a new, modification to, or discontinuation of a career technical program component.~~
~~ii.~~i. Career technical program expansion within an institution's Designated Service Region as defined in Board policy III.Z.
ii. Re-activation of a career technical program within three years from inactivation.
iii. A change from clock hours to credit hours for a career technical program.
iv. A change in the name or title of any career technical program or instructional or administrative unit.
v. A change of Classification of Instructional Program (CIP) code for any career technical program.
vi. A ~~credit~~ change to the total number of credits required to earn a certificate or degree to an existing career technical program.
vii. Minor changes to career technical courses. ~~Requires a program profile Attachment B and letter.~~

Upon the recommendation of the State Administrator ~~or at the discretion of the Executive Director~~ or designee, institutions may be required to submit a Short Proposal or Full Proposal for any action identified in this subsection.

d. Requests to establish, modify, or discontinue a microcredential, as defined in Board Policy III.E, require approval by the State Administrator or shall be submitted by the institution in accordance with a template developed by ~~ the Division of Career Technical Education~~IDCTE.

e. Requests requiring new state appropriations shall be included in the annual budget request of ~~the Idaho Division of Career Technical Education~~ IDCTE for Board approval.

5. Sunset Clause for Academic and Career Technical Program Approval

Academic and career technical programs approved by the Board, ~~or~~ Executive Director, or State ~~Adminstrator~~Administrator must be implemented within five years. A program not implemented within five years from the approval date requires submission for approval of an updated proposal. Institutions shall notify the Executive Director, State Administrator, or designee in writing when an approved program has not been officially implemented within the sunset timeframe. Institutions may request a change in the sunset timeframe indicated in the program proposal if a program's implementation is delayed.

6. Academic and Career Technical Program Proposal Review Timeline and Denial Procedures

a. The Executive Director, State Administrator, or designees shall act on any Full Proposal or Short Proposal within ~~thirty~~forty-five (~~30~~45) days from proposal submission~~.~~

b. If the Executive Director or designee denies a proposal, he/she shall provide specific reasons in writing to the institution. The institution shall have thirty (30) days in which to address the issue(s) for denial of the proposal. The Executive Director or designee shall have ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director or designee denies the request after re-consideration, the institution may send its request and the supporting documents related to the denial to the Board for final reconsideration.

7. Program Discontinuance

The primary considerations for program discontinuance are whether the program is an effective use of the institution's resources, no longer serves student or industry needs, or when programs no longer have sufficient students to warrant allocation of resources. This policy does not apply to programs that are discontinued as a result of financial exigency as defined in Board Policy Section II.N.

a. Institutions shall develop policies, in accordance with the Northwest Commission on Colleges and Universities Accreditation Handbook, which requires institutions to make appropriate arrangements for enrolled students to complete affected programs in a timely manner with minimum interruptions.

b. Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Board Policy Section III.G. shall be entitled to the following procedures:

i. Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.

ii. State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.

iii. Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.

iv. An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.

8. Career Technical Program Reduction, ~~or~~ Termination, Prioritization, and Inactivation

For the reduction or termination of career technical programs, institutions shall adhere to criteria set forth by ~~Idaho Division of Career Technical Education~~IDCTE.

a. Conditions for Reduction or Termination

A program is subject to reduction or termination when ~~one~~ two or more of the following conditions exist. Standards for the metrics listed below will be predetermined at the local level according to the institution's program health metrics for each category.

i. Inadequate Job Opportunities
ii. Inadequate Student Enrollment
iii. Inadequate Positive Placement
iv. Inadequate Completion Rate
v. Inadequate Finances

b. Inactivation allows program re-evaluation and assessment in response to rapid changes in industry for up to three years. If industry demand for the program does

not resume within three years following approved inactivation, the institution shall submit a discontinuation full proposal pursuant to paragraph 4 of this policy.

~~b.~~c. Notice to Employees

The institution must give notice in writing to employees who are affected by a program reduction or termination in accordance with Board and institutional policies.

9. Reporting

a. ~~The Executive Director or designee shall report s~~Semi-annually all approved program changes shall be reported to the Board ~~regarding all program proposals approved by the Executive Director or designee~~.

b. All baccalaureate and graduate level programs approved by the Board require a report on the program's progress in accordance with a timeframe and template developed by the Executive Director or designee.

SUBJECT

Board Policy III.Q., Admission Standards – First Reading

REFERENCE

June 2007	Board approved the first reading of amendments to Board Policy III.Q.
August 2007	Board approved the second reading of amendments to Board Policy III.Q.
December 2013	Board approved the first reading of amendments to Board Policy III.Q.
February 2014	Board approved the second reading of amendments to Board Policy III.Q.
April 2017	Board approved the first reading of amendments to Board Policy III.Q.
June 2017	Board approved the second reading of amendments to Board Policy III.Q.
June 2020	Board approved a temporary waiver of the College Entrance Exam minimum admission requirement in response to the COVID-19 pandemic.
June 2021	Board approved removing College Entrance Exam minimum admission requirements.
April 2024	Board approved the first reading of amendments to Board Policy III.Q.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.Q, Admission Standards

BACKGROUND / DISCUSSION

In Spring 2024, postsecondary admissions representatives convened for several meetings to consider adopting consistent statewide measures for the Direct Admissions program that include use of students' high school Idaho Standard Achievement Test (ISAT) scores as part of the criteria. To support the group's deliberations, Board research staff provided data demonstrating the postsecondary outcomes of a specific cohort of students based on their ISAT scores, GPA, and SAT scores. This work resulted in approval of a Direct Admissions policy that expands to include grade point average and/or ISAT as direct admissions criteria. It also creates more specific criteria for Lewis-Clark State College and Idaho State University.

The proposed changes update and streamline this policy in multiple ways. First, the additional Direct Admissions descriptions will result in students receiving more tailored admissions communications. Secondly, the high school course requirements are clarified through removing specific course limitations that are no longer appropriate. Third, changes to Career Technical Education (CTE)

program admissions clarify CTE admission procedures and remove descriptions of advising processes that are better described elsewhere. Fourth, revisions to the provisional (proposed "alternative") admissions process better reflect options for admitting and serving students, and in particular, high-achieving students from high schools without high school accreditation from a Board-recognized accreditor.

IMPACT

Approval of the policy amendments will improve readability and interpretability of the policy. Additionally, amendments provide clearer guidance to Board staff and institutions on direct admissions decisions and to institutional admissions offices on acceptable approaches for high school admission.

ATTACHMENTS

Attachment 1 – Board Policy III.Q. Admission Standards – First Reading

STAFF COMMENTS AND RECOMMENDATIONS

The Board heard a first reading of some of most of the proposed amendments at the February 2024 Board meeting and expressed no concerns. The Direct Admissions work concluded much earlier than anticipated, so staff are bringing the policy back to the Board for another first reading to incorporate the Direct Admissions policy language into the previously read version of the policy. This will eliminate the need for another round of readings to incorporate the Direct Admissions policy in the future.

The proposed policy amendments were reviewed by Board staff, enrollment/admissions staff at all eight institutions, career technical college deans, the Council on Academic Affairs and Programs at their March 28, 2024 meeting, and the Instruction, Research, and Student Affairs Committee of the Board at their April 4, 2024 meeting. Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy III.Q, Admission Standards as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
SUBSECTION: Q. Admission Standards ~~June 2021~~June 2024

1. Institution Policies

   Each postsecondary institution must establish institutional policies which meet or exceed the following minimum academic and career technical admission standards. Additional and more rigorous requirements also may be established by the institutions for admission to specific programs, departments, schools, or colleges. Consistent with institutional policies, admission decisions may be appealed by applicants to the institutional admissions committee. Career Technical Education program admission requirements apply to all technical colleges, including the College of Eastern Idaho, the College of Southern Idaho, the College of Western Idaho, Lewis-Clark State College, Idaho State University College of Technology, and North Idaho College.

2. Institutional Academic ~~Program~~ Admission

   a. ~~a.~~ Direct Admission

   Students attending an Idaho public school, or Idaho private school that has entered a Direct Admission participation agreement with the Board, may be notified of their admission to an Idaho public college or university through the State Board's Direct Admission Program. ~~Admission awarded through the program is contingent on the verified level of achievement in high school curriculum and successful completion of Idaho high school graduation requirements~~. Direct admissions offers are based on the following criteria:

Verified Achievement	Institution Admission
ISAT Math level ≥3 and ELA/Literacy level ≥3 OR Unweighted GPA = 3.0	Admission to all Idaho public institutions.
Unweighted GPA between 2.25 and 2.99	Admission to Idaho's public community colleges, Lewis-Clark State College and Idaho State University.
Unweighted GPA < 2.25	Admission to Idaho's public community colleges.

Admission awarded though the program is contingent on the verified level of achievement in high school curriculum (grade point average), performance on the

11th grade Idaho Standards Achievement Test (ISAT), and successful completion of Idaho high school graduation requirements. Direct admission decisions apply only to offers of admission to Idaho public institutions made between October 1 to June 30 of the senior year of high school.

a.b. Academic Program Regular Admission

An applicant who is not admitted under the Board's Direct Admission Program must graduate from a high school accredited by a body recognized by the Board and complete the Admission Standards Core Courses with a minimum 2.00 cumulative grade point average. Cognia is the Board's recognized high school accrediting body. Applicants who graduated from high school prior to 1989 1995 will be subject to the admission standards at the time of their high school graduation. Each institution may develop a separate policy for the admissions and placement of international students.

Admission Standards Core Courses

Subject Area	Minimum Requirement	Select from These Subject Areas
Secondary Language Arts and Communication	8 credits	Composition, Literature, and Oral Communication
Mathematics	6 credits	A minimum of six (6) credits. Secondary Mathematics includes Integrated Mathematics, Applied Mathematics, Business Mathematics, Algebra, Geometry, Trigonometry, Fundamentals of Calculus, Probability and Statistics, Discrete Mathematics, and courses in Mathematical Problem Solving and Quantitative Reasoning. A total of 8 credits are strongly recommended. Four (4) of the required mathematics credits must be taken after 9th grade. Courses not identified by traditional titles, (i.e., Algebra I or Geometry), may be used as long as they contain all of the critical components of higher math functions prescribed by the State Mathematics Content Standards. Institutions may recognize other Mathematics courses as meeting this requirement if those courses are taken in compliance with the Idaho state minimum graduation requirements.
Social Studies	5 credits	American Government (state and local), Geography, U.S. History, and World History. Other courses may be selected from Economics, including Consumer Economics, if it aligns to the state content standards, Psychology, and Sociology.
Science	6 credits	Secondary sciences include instruction in Applied Sciences, Earth and Space Sciences, Physical Sciences, and Life Sciences. A maximum of two (2) credits may be derived from career technical

		~~science courses when courses are aligned to state career technical content standards, and/or Applied Biology, and/or Applied Chemistry. (Maximum of two (2) credits).~~ Institutions may recognize other Science courses as meeting this requirement if those courses are taken in compliance with the Idaho state minimum graduation requirements. Must have laboratory science experience in at least two (2) credits. A laboratory science course is defined as one in which at least one (1) class period per week is devoted to providing students with the opportunity to manipulate equipment, materials, or specimens; to develop skills in observation and analysis; and to discover, demonstrate, illustrate, or test scientific principles or concepts.
Arts and Humanities (including world languages)	2 credits	Humanities courses include instruction in Visual Arts, Music, Theatre, Dance, or World Language aligned to the Idaho content standards for those subjects. Other courses such as Literature, History, Philosophy, Architecture, or Comparative World Religions may satisfy the humanities standards if the course is aligned to the Interdisciplinary Humanities Content Standards. History courses beyond those required for state high school graduation may be counted toward this category. World Language is strongly recommended. The Native American Languages may meet the world language credit requirement
Other College Preparation	3 credits	Speech or Debate [no more than one (1) credit]. Debate must be taught by a certified teacher. Studio/Performing Arts (art, dance, drama, and music). Foreign Language (beyond any foreign language credit applied in the Humanities/Foreign Language category). Secondary Career Technical courses. ~~(no more than two (2) credits) in Agricultural Science and Technology; Business Technology Education; Computer Science Technology; Engineering; Family and Consumer Sciences; Marketing Technology Education; Technology Education, and individualized occupational training.~~

If the student graduated from a high school that does not offer a required course, applicants may contact the institutional admission officer for clarification of provisional admission procedures.

High school credit counted in one (1) category (e.g., Humanities/World Languages) may not also count in another category.

c~~b~~. Academic ~~Provisional~~ Alternative Admission

i. ~~A d~~Degree-seeking applicants who do~~es~~ not qualify for admission based on

subsection 42.ba. above, but who may be granted alternative admission if they satisfies satisfy one (1) or more of the criteria below, may seek provisional admission by petitioning the institutional admissions officer:

1) Graduated from a secondary school accredited by a body recognized by the Board but has not completed the Admission Standards Core courses set forth above;

2) Did not graduate from a secondary school accredited by a body recognized by the Board, [e.g. including home--schooled students, and has acceptable performance on either the General Educational Development (GED) diploma holders], and have acceptable predictive indicators of academic success approvedtest or another standardized diagnostic test accepted by the institution;

3) Deserves consideration by the institution because of special status (e.g., disadvantaged or minority students, delayed entry students, returning veterans, or gifted and talented students wishing to enter college early, or other students in unique circumstances as determined by the institution). Each institution may develop a separate policy for the admission of special status students.

A student seeking provisional admission to any public postsecondary institution must take at least one (1) assessment indicator that will allow the institution to assess competency and placement.

ii. If provisionally admitted, a student will enroll with provisional standing and is subject to the institutional grade retention. Students granted alternative admission may have conditions placed on their admission, subject to institutional policies. A provisionally admitted student may change to regular admission status upon satisfactory completion of Students may be granted admission and be required to satisfactorily complete up to fourteen (14) baccalaureate level credits, twelve (12) of which must be general education courses credits. Regular admission status must be attained within three (3) registration periods or the student will be dismissed, subject to institutional committee appeal procedures.

dc. Academic Transfer Admission

i. A degree-seeking student who, after graduating from high school or earning a GED, has earned at least fourteen (14) or more semester hours of transferable academic college level credit from a regionally accredited college or university with a minimum cumulative GPA of 2.00 may be admitted.

ii. A student not meeting the requirement in subsection 62.ba. may petition the

institutional admissions officer to be admitted. If admitted, the student ~~must enroll on probation status, meet all conditions imposed by the institutional admissions committee, and complete the first semester with a minimum 2.00 GPA, or may be dismissed.~~may have conditions placed on their admission, subject to institutional policies as described in subsection 2.c~~b~~.ii.

d. Academic Program Placement

Placement assessment indicating potential for success may be required for some academic programs. Placement requirements vary according to the program. Each institution shall establish academic program placement policies and publish these policies in an accessible manner on the institution's website.

3. Career Technical Program Admission~~s~~

~~a. Admission Standards~~

~~Regular or Provisional~~ Institutional academic admission standards apply to individuals who seek a technical certificate or Associate of Applied Science (A.A.S.) degree through a career technical program. The admission standards and placement criteria do not apply to workforce development or short-term training programs. Career technical programs employ program admission and student advising/navigation processes in addition to institutional ~~program~~ academic admission.

~~b. Student Advising~~

~~i. Clarify the importance of career planning and preparation: high school students should be actively engaged in career planning prior to entering the 9th grade. Career planning assures that students have sufficient information about self and work requirements to adequately design an education program to reach their career goals.~~

~~ii. Emphasize that career technical courses in high school, including career technical advanced opportunities and work-based learning connected to school-based learning, are beneficial to students seeking continued education in career technical programs at the postsecondary level.~~

~~iii. Clarify the kind of educational preparation necessary to successfully enter and complete postsecondary studies. Mathematics and science are essential for successful performance in many career technical programs. Programs of a technical nature generally require greater preparation in applied mathematics and laboratory sciences.~~

~~iv. Clarify that career technical programs of one or two years in length may require additional time if applicants lack sufficient educational preparation.~~

c. Career Technical Program Regular Admission

Students desiring Regular Admission to any of Idaho's technical colleges must meet the following standards. Students planning to enroll in programs of a technical nature are also strongly encouraged to complete the recommended courses. Admission to a specific career technical program is based on the capacity of the program and specific academic and/or physical requirements established by the technical college/program.

i. Standards for students who graduated from high school in 1997 or earlier

1) High School diploma with a minimum 2.0 GPA[1] from a high school accredited by a body recognized by the Board; and

2) Placement examination as determined by the institution. Scores may also be used to determine placement eligibility for specific career technical programs; and

3) Satisfactory completion of high school coursework that includes at least the following:

a) Mathematics — 4 credits (6 credits recommended) from challenging math sequences of increasing rigor selected from courses such as Algebra I, Geometry, Applied Math I, II, and III, Algebra II, Trigonometry, Discrete Math, Statistics, and other higher-level math courses. Two (2) mathematics credits must be taken in the 11th or 12th grade. Less rigorous mathematics courses taken in grades 10-12 after 1998, such as pre-algebra, review mathematics, and remedial mathematics, shall not be counted.

b) Science — 4 credits (6 credits recommended, with 4 credits in laboratory science) including at least 2 credits of laboratory science from challenging science courses including applied biology/chemistry, principles of technology (applied physics), anatomy, biology, earth science, geology, physiology, physical science, zoology, physics, chemistry, and agricultural science and technology courses (500 level and above).

c) Secondary Language Arts and Communication — 8 credits. Applied English in the Workplace may be counted for English credit.

d) Other — Career technical courses, including postsecondary credits

[1] An institution may substitute a composite index placement exam score and high school GPA for the GPA admission requirement.

~~earned pursuant to Board Policy III.Y. Advanced Opportunities and organized work-based learning experiences connected to the school-based curriculum, are strongly recommended. High School Work Release time not connected to the school-based curriculum will not be considered.~~

~~ii. Standards for Others Seeking Regular Career Technical Program Admission~~

~~Individuals who graduated from high school, received their GED prior to 1997, or who are at least 21 years old and who desire Regular Admission to the technical colleges must have a:~~

~~1) High School diploma with a minimum 2.0 GPA from a high school accredited by a body recognized by the Board; or~~

~~2) General Educational Development (GED) certificate; and~~

~~3) Diagnostic/placement tests as determined by the institution. Scores may also be used to determine admission eligibility for specific career technical programs.~~

~~d. Career Technical Program Provisional Admission~~

~~Students who do not meet all requirements for Regular Admission may apply to a technical program under provisional admission. Provisionally admitted students who are conditionally admitted must complete appropriate remedial, general and/or technical education coursework related to the career technical program for which Regular Admission status is desired, and to demonstrate competence with respect to that program through methods and procedures established by the technical college. Students desiring Provisional Admission must meet the following standards:~~

~~i. High School diploma or GED certificate; and~~

~~ii. diagnostic/placement tests as determined by the institution. Scores may also be used to determine placement eligibility for specific career technical programs.~~

~~iii. Institutions may allow individuals who do not have a high school diploma or GED to be admitted if the applicant can demonstrate the necessary ability to succeed in a career technical program through appropriate tests or experiences as determined by the institution.~~

~~e~~a. Career Technical Program Placement Criteria

Placement test scores indicating potential for success ~~are generally~~ may be required for enrollment in a career technical program of choice. Placement score requirements vary according to the program.

Each institution shall establish career technical program placement policies and publish these policies in an accessible manner on the institution's website.

Specific career technical programs may require different levels of academic competency and admission requirements. Students must also be familiar with the demands of a particular occupation and how that occupation matches individual career interests and goals. Therefore, before students can enroll in a specific program, the following placement requirements must be satisfied:

i. Specific program requirements (including placement exam scores) established by the technical program. A student who does not meet the established requirements for the program of choice will have the opportunity to participate in remedial education to improve their skills; and

ii. Formal procedures and definitions for program admission employed by the technical college. Program admission requirements and procedures shall be clearly defined and published for each program.

SUBJECT

Board Policy III.N., Statewide General Education – Second Reading

REFERENCE

October 2020	The Board approved the first reading of proposed amendments to Board Policy III.N. designating the Executive Director or designee as chair of the GEM Committee.
December 2020	The Board approved the second reading of proposed amendments to Board Policy III.N.
August 2021	The Board approved the first reading of proposed amendments to Board Policy III.N. expanding membership of the GEM Committee to representatives from digital learning, dual credit, and open education. This included amendments to GEM competency areas.
October 2021	The Board approved the second reading of proposed amendments to Board Policy III.N.
December 2022	The Board approved the first reading of proposed amendments to Board Policy III.N that changed the GEM Oral Communication requirement from a minimum of 2 to a minimum of 3 credits and the institutionally-designated credits from a minimum of 6 to a minimum of 5.
February 2023	The Board approved the second reading of proposed amendments to Board Policy III.N.
August 2023	The Board approved the first reading of proposed amendments to Board Policy III.N. to allow institutions to propose specialized baccalaureate degree programs that require fewer than 36 general education credits in rare instances.
October 2023	The Board approved the second reading of proposed amendments to Board Policy III.N.
February 2024	The Board approved the first reading of proposed amendments to Board Policy III.N. to clarify General Education Committee roles and responsibilities as well as further describe the role of the disciplinary rubrics.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.N. and III.V.
Idaho Code § 33-3729

BACKGROUND/DISCUSSION

Board Policy III.N., General Education, outlines the statewide General Education Framework, which provides guidance to Idaho's public institutions in identifying courses that meet the General Education Matriculation (GEM) competencies for

the facilitation of seamless credit transfer for students. It also provides initial guidance for the establishment of the General Education Committee. This Committee has an important role in shaping the continued consistency of these courses across our institutions as well as in providing leadership for innovation in this curricular space.

The proposed amendments describe Committee roles, term limits, and responsibilities. They also clarify the purpose of the rubrics that have been developed for each Way of Knowing or disciplinary area.

IMPACT

Approval of the proposed amendments will facilitate Committee processes and allow the Committee to fulfill its intended purpose.

ATTACHMENTS

Attachment 1 – Board Policy III.N. Statewide General Education – Second Reading
Attachment 2 – General Education Committee Bylaws

BOARD STAFF COMMENTS AND RECOMMENDATIONS

One minor technical correction was made between first and second readings. This correction removes reference to “Figure 1.” The figure itself was removed in a prior amendment.

The policy amendments and bylaws were reviewed by CAAP on February 1, 2024 and by the Instruction, Research, and Student Affairs Committee of the Board on February 15, 2024. Board staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.N., Statewide General Education, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
SUBSECTION: N. Statewide General Education **~~February~~ April 2024**

In our rapidly-changing world, students need to understand how knowledge is generated and created. They need to adapt to new opportunities as they arise as well as effectively communicate and collaborate with increasingly diverse communities and ways of knowing. In combination with major coursework, general education curriculum prepares students to use multiple strategies in an integrative manner to explore, critically analyze, and creatively address real-world issues and challenges. General education coursework provides students with an understanding of self, the physical world, and human society—its cultural and artistic endeavors as well as an understanding of the methodologies, value systems, and thought processes employed in human inquiries. General education helps instill students with the personal and civic responsibilities of good citizenship, and prepares them to be adaptive, life-long learners.

This policy shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions").

1. The state of Idaho's general education framework for Associate of Arts, Associate of Science, and Baccalaureate degrees, ~~outlined below in Figure 1,~~ shall be:

    a. Thirty-one (31) credits or more of the general education curricula must fit within the Gg~~g~~eneral Ee~~e~~ducation Matriculation (GEM) competency areas defined in subsection 4 of this policy, and
    b. Five (5) or more credits of the general education curricula, which are reserved for institutions to address the specific mission and goals of the institution. For this purpose, institutions may create new competency areas or they may choose to count additional credits from GEM competencies. Regardless, these institutionally designated credits must have learning outcomes linked to Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes.

2. The intent of the general education framework is to:

    a. Establish statewide competencies that guide institutions' determination of courses that will be designated as GEM courses,
    b. Establish shared disciplinary/Ways of Knowing rubrics that guide ~~course/general education program assessment;~~institutional decision-making about designating courses to GEM competency areas, and
    c. Create a transparent and seamless transfer experience for undergraduate students.

3. There are six (6) GEM competency areas. The first two (2) emphasize integrative skills intended to inform the learning process throughout general education and major. The final four (4) represent ways of knowing and are intended to expose students to ideas and engage them in a broad range of active learning experiences.

   The GEM competency areas are as listed:

   a. Written Communication
   b. Oral Communication
   c. Mathematical Ways of Knowing
   d. Scientific Ways of Knowing
   e. Humanistic and Artistic Ways of Knowing
   f. Social and Behavioral Ways of Knowing

4. GEM courses in each area shall include the following competencies:

   a. Written Communication
      Upon completion of a course in this category, students are able to demonstrate the following competencies:

      i. Use flexible writing process strategies to generate, develop, revise, proofread, and edit texts.
      ii. Adopt strategies and genre appropriate to the rhetorical situation.
      iii. Use inquiry-based strategies to conduct research that explores multiple and diverse ideas and perspectives, appropriate to the rhetorical context.
      iv. Use rhetorically appropriate strategies to evaluate, represent, and respond to the ideas and research of others.
      v. Address readers' biases and assumptions with well-developed evidence-based reasoning.
      vi. Use appropriate conventions for integrating, citing, and documenting source material.
      vii. Read, interpret, and communicate key concepts in writing and rhetoric.

   b. Oral Communication
      Upon completion of a course in this category, students are able to demonstrate the following competencies:

      i. Research, discover, and develop information resources and structure spoken messages to increase knowledge and understanding.
      ii. Research, discover, and develop evidence-based reasoning and persuasive appeals for ethically influencing attitudes, values, beliefs, or behaviors.
      iii. Adapt spoken messages to the diverse personal, ideological, and emotional needs of individuals, groups, or contexts.
      iv. Employ effective spoken and nonverbal behaviors that support communication goals and illustrate self-efficacy.

v. Listen in order to effectively and critically evaluate the reasoning, evidence, and communication strategies of self and others.
vi. Demonstrate knowledge of key theories, perspectives, principles, and concepts in the Communication discipline, as applied to oral communication.

c. Mathematical Ways of Knowing
Upon completion of a course in this category, a student is able to demonstrate the following competencies:

i. Interpret mathematical concepts.
ii. Represent information/data.
iii. Use appropriate strategies/procedures when solving mathematical problems.
iv. Draw reasonable conclusions based on quantitative information.

d. Scientific Ways of Knowing
Upon completion of a non-lab course in this category, a student is able to demonstrate competencies i-iv. A student is able to demonstrate all five competencies, i-v, upon completion of a lab course.

i. Apply foundational knowledge and models of a discipline in the physical or natural sciences to analyze and/or predict phenomena.
ii. Apply scientific reasoning to critically evaluate assertions.
iii. Interpret and communicate scientific information via written, spoken and/or visual representations.
iv. Describe the relevance of specific scientific principles to the human experience.
v. Test a hypothesis in the laboratory or field using discipline-specific tools and techniques for observation, data collection and analysis to form a defensible conclusion.

e. Humanistic and Artistic Ways of Knowing
Upon completion of a course in this category, students are able to demonstrate at least five (5) of the following competencies:

i. Recognize and describe humanistic, historical, or artistic works within problems and patterns of the human experience.
ii. Distinguish and apply methodologies, approaches, or traditions specific to the discipline.
iii. Differentiate formal, conceptual, and technical elements specific to the discipline.
iv. Analyze, evaluate, and interpret texts, objects, events, or ideas in their cultural, intellectual or historical contexts.
v. Interpret artistic or humanistic works through the creation of art, language, or performance.
vi. Develop critical perspectives or arguments about the subject matter, grounded in evidence-based analysis.

vii. Demonstrate self-reflection, widened perspective, and respect for diverse viewpoints.

f. Social and Behavioral Ways of Knowing
Upon completion of a course in this category, students are able to demonstrate all five (5) of the following competencies.

i. Demonstrate knowledge of the theoretical and conceptual frameworks of a particular Social Science discipline.
ii. Describe self and the world by examining the dynamic interaction of individuals, groups, and societies as they shape and are shaped by history, culture, institutions, and ideas.
iii. Utilize Social Science approaches, such as research methods, inquiry, or problem-solving, to examine the variety of perspectives about human experiences.
iv. Evaluate how reasoning, history, or culture informs and guides individual, civic, or global decisions.
v. Identify the impact of the similarities and differences among and between individuals, cultures, or societies across space and time.

5. General Education Requirements

a. This subsection applies to Associate of Arts, Associate of Science, and Baccalaureate degrees. For the purpose of this policy, disciplines are indicated by course prefixes.

General education curricula must reflect the following credit distribution:

Competency Area	**Minimum Credits**
Written Communication	6
Oral Communication	3
Mathematical Ways of Knowing	3
Scientific Ways of Knowing	7 (from two different disciplines with at least one laboratory or field experience)
Humanistic and Artistic Ways of Knowing	6 (from two different disciplines)
Social and Behavioral Ways of Knowing	6 (from two different disciplines)
Institutionally-Designated Credits	5

i. GEM courses are designed to be broadly accessible to students regardless of major, thus college-level and non-GEM pre-requisites to GEM courses should be avoided unless deemed necessary by the institution.

ii. Additional GEM courses, beyond the general education curricula, may be required within the major for degree completion.

b. In rare instances, a specialized associate degree program might better serve students by distributing general education requirements differently than those listed above. Proposals for such programs shall be submitted to the Board office for review and approval on a case-by-case basis. Proposals must describe the demonstrable benefits that the alternative general education distribution will have for transfer students, the institutions' plans for additional advising, and any other information that will demonstrate how students will not be harmed by this alternative structure.

c. This subsection pertains to Associate of Applied Science (AAS) degrees.

The general education curricula for the AAS degree must contain a minimum of fifteen (15) credits, so distributed in the following areas:

Competency Area	Minimum Credits
Written Communication	3
Oral Communication	3
Mathematical Ways of Knowing	3
Social and Behavioral Ways of Knowing	3
Any general education course including institutionally-designated courses	3

d. GEM courses and institutionally-designated courses shall transfer as meeting an associated general education competency requirement at any institution pursuant to Board policy Section III.V.

6. Governance of the General Education Program and Review of Courses

a. GEM courses are developed by faculty and approved via the curriculum approval process of the institution delivering the courses. Faculty discipline groups representing all institutions shall meet at least annually or as directed by the Board, to ensure consistency and relevance of general education competencies and courses approved for their respective GEM competency areas.

b. Common Course Indexing is developed for courses offered within the GEM framework to provide greater transparency and seamlessness within transfer processes at Idaho's postsecondary institutions. Common-indexed courses are accepted as direct equivalents across institutions for transfer purposes. Common course indexing shall include common course prefix, common course number, common course title, and common GEM discipline area designation. The common

course number shall be three digits in sequence, but can be preceded by a single digit if four numbers are utilized by the institution (x###).

The common course list shall be approved by the Board on an annual basis and shall be maintained by the Board office. Changes to the list may be proposed by faculty discipline groups to the General Education ~~Matriculation~~ Committee. Proposed additions or removal of courses on the common course list must be reviewed by the General Education ~~Matriculation~~ Committee prior to Board approval. The request to remove a common-indexed course from an institution's academic catalog must be approved by the Board. The request to discontinue a course must be submitted in writing by the institution to the Board office. The request shall be submitted no less than a year in advance and provide rationale for the inability to offer the course.

c. The General Education ~~Matriculation (GEM)~~ Committee shall consist of a Board-appointed representative from each of the institutions (Institutional Representatives), as well as one Subject Representative from each of the following communities: ~~from~~ the Division of Career Technical Education, ~~from~~ the Idaho Registrars Council, ~~from~~ the digital learning community, ~~from~~ the dual credit community, ~~from~~ the open education community; and the Executive Director of the Board, or designee, who shall serve as the chair of the committee. Institutional Representatives are generally the directors or deans of general education (or equivalent). Upon Board approval, appointments for Institutional Representatives will be for the duration of the representative's term as general education director. Subject Representative terms are for three years, commencing on July 1st. If Subject Representatives are amenable to continuing, they are affirmed by their respective groups prior to their term's end. To ensure alignment with AAC&U Essential Learning Outcomes and subsection 1, the Committee shall meet at least annually to review the competencies and rubrics of the general education framework. The Committee shall make recommendations to the Board regarding the general education framework and the common course list. The Committee shall review and make recommendations on the general education competencies as necessary. GEM Committee duties are prescribed by the Board, including those that may involve addressing issues related to competency areas and course offerings. The GEM Committee reports to the Council on Academic Affairs and Programs.

d. The institutions shall identify all general education courses in their curricula and identify them in a manner that is easily accessible by the public via their respective websites, as well as relevant web resources maintained by the Board office.

General Education Committee Bylaws

Mission and Purpose

General education courses are a particularly powerful part of a college education. This set of courses provide students with the opportunity to cultivate the habits of mind associated with academic inquiry, to gain experience with disciplinary inquiry and communication, and to navigate a variety of perspectives. Further, general education courses have a direct and positive impact on student retention, persistence, and eventual graduation. Since general education courses are offered at all public postsecondary institutions in Idaho, providing coordinated guidance is especially important.

The General Education Committee is guided by a spirit of open inquiry and a shared interest in collaboration. The General Education Committee advocates for, supports, and coordinates general education among all Idaho public postsecondary institutions. As leaders of general education from each institution, the committee members individually contribute extensive institutional knowledge and disciplinary expertise to the shared commitment to continually improving general education across the state of Idaho.

A. Powers and Duties

The General Education Committee is responsible for collaborating on a statewide vision of general education, making recommendations about general education, reviewing the competencies and other supporting materials for the general education framework, making recommendations to the Board regarding the general education framework and common course list, revising and making recommendations on the general education competencies, and other duties as prescribed by the Board. The General Education Committee reports to the Council on Academic Affairs and Programs.

B. Meetings

1. The Committee holds two full Committee standing meetings annually. The two meetings are in person whenever possible; at least one of the meetings coincides with the annual GEM Summit. Follow-up remote meetings occur as needed. A quorum of the Committee consists of a simple majority of current voting members. A quorum shall be present to conduct any official business.

2. Meeting locations shall be determined by the Committee.

C. Membership

1. Committee membership is established by Idaho Board of Education policy III.N.

2. Committee members must uphold the goals and objectives of the Committee. Decision-making is a collective action and all members have a joint responsibility for decisions and actions.

D. Nominating Process

1. Institutional Representatives are generally the directors or deans of general education on campus (or equivalent). Upon Board approval, appointments for Institutional Representatives will be for the duration of the representative's term as general education director.

2. Subject Representatives (registrar, technical college leadership, dual credit, open education, and digital learning) terms are for three years, commencing on July 1st. If Subject Representatives would like to serve additional terms, they are affirmed by their respective groups prior to their term's end.

3. All official Committee members shall have equal voting privileges.

E. Committee Officers and Duties

1. There are two officers of the Committee: Chair and Vice Chair.

2. The Chair is a designee of the Executive Director of the Board. This role has historically been filled by the Associate Academic Officer. The Chair, in consultation with the committee, advocates for general education at the state level, coordinates proposed policy changes, plans the GEM Summit, coordinates the GEM Innovative Teaching Awards, and coordinates general education-related activities that arise.

3. The Vice Chair is elected by the voting members of the General Education Committee from among the Institutional Representatives. The Vice Chair is elected at a regular meeting for a three-year term. Whenever possible, the Vice Chair terms alternate between the four-year and two-year institutions. Vacancies are filled by election for the remainder of the unexpired term. The Vice Chair advises the Chair on meeting agendas and provides recommendations on matters related to the General Education Committee's mission and the Chair's general education responsibilities.

4. Committee representatives who serve on working groups and similar bodies are appointed by the Committee Chair.

F. Adoption, Amendment, and Repeal of By-laws

1. Recommendations for amendments or repeals of bylaws may occur at any regular or special meeting of the Committee and approved by a majority vote of the Committee, provided notice has been presented at the preceding meeting of the Committee.

BOISE STATE UNIVERSITY

SUBJECT

Online Master of Arts in Digital Communications Management

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. and Section V.R.

BACKGROUND/DISCUSSION

Boise State University proposes to offer a Master of Arts in Digital Communications Management. The proposed program will utilize the Online Program Fee outlined in SBOE Policy V.R. The Master of Arts in Digital Communications Management will provide the opportunity to transform entry- and mid-level professionals into industry leaders. Students will be taught advanced skills in managing projects, crafting compelling content, streamlining production, and fostering effective teams. They will delve into the driving forces of digital communication, with the intent of mastering the latest mobile technologies, intricacies of social media and location-based services, and the power of data-driven insights. Students will leverage data for strategic content creation, targeted messaging, and impactful campaigns, while cultivating effective leadership strategies tailored for the digital landscape. This versatile degree opens doors to diverse careers in journalism, broadcasting, advertising, public relations, content strategy, app development, sales, and beyond.

IMPACT

Idaho currently lacks an online Master's program in Digital Communications Management, a critical gap considering the strong regional and national demand for these skills. Workforce data reveal a significant need, with over 700 relevant job postings in Idaho alone requiring or preferring such qualifications from July 2021 to January 2022. This program presents a unique opportunity to empower students across various academic departments, equipping them with the expertise and leadership skills to excel in this dynamic field. By addressing this unmet need, the University can create a lasting positive impact on students and the digital landscape of Idaho.

The program's size will scale to meet enrollment demand for the program. The projected enrollment is 6 students in year 1; 22 students in year two, and 40 students in year three. Faculty will maintain close contact with students and support them in their learning and instructor contact. The recruitment efforts will include digital and social media advertisements targeting potential candidates nationwide. The program will be offered at $525 per credit hour, which is lower than average for competitors. The total cost of the program is $15,750 (30 credits at $525 per credit). The program is fully supported through revenue generated from enrollment in the program.

The program will require program design and course development, marketing at $10,000 per year, and student advising, which is already planned with Boise State's eCampus and built into the budget. No new faculty resources are required to create this program, and no additional sections of existing courses are needed.

Total expenditures are $69,420 - $228,800 of one-time funding over four years. The role of director/administrator will be filled by a current faculty member. This is an existing workload reallocation, not additional funding paid out for overload. Five percent of their time is allocated for year one and year two with a 5% increase annually through year five (capping at 20%).

ATTACHMENTS

Attachment 1 – Master of Arts in Digital Communications Management full proposal and budget

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University anticipates six initial enrollments at implementation reaching 60 by year five and graduating 11 students by year three. These numbers were based on the average online degree completion numbers for similar programs at U.S. institutions, with similar brand recognition and marketing capabilities, during their first five years of launching the program. Because the program will be using the online program fee model, minimum enrollments are based on course registrations. This includes 53 annual credits and 2.2 annual FTEs in Year 1, 192 annual credits and 8.0 annual FTEs in Year 2, 353 annual credits and 14.7 FTEs in Year 3; 403 annual credits and 16.8 FTEs in Year 4, and 361 annual credits and 15.9 FTEs in Year 5. If enrollments are not met, Boise State will adjust to reflect actual activity and will evaluate annually. If the degree is not fiscally sustainable in the long term, the program will be discontinued.

Boise State's request to offer a Master of Arts in Communication is consistent with their Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region III. There are presently no comparable online programs offered in the state. A search in the state's program inventory shows that Idaho State University offers an MA in Communication; however, it does not appear to be similar to the one proposed. Currently, no institution has statewide program responsibility specifically for communication programs.

Boise State also requests approval to assess an online program fee of $525 per credit for the master's program consisting of 30 credits, which amounts to $15,750. Based on the information for the online program fee provided in the proposal, staff finds that the criteria have been met for this program.

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on March 7, 2024; and to the Instruction, Research, and Student Affairs on April 7, 2024.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create an online Master of Arts in Digital Communications Management, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by Boise State University to charge an online program fee of $525 per credit for the MA in Digital Communications Management program, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Institutional Tracking No. _____

Idaho State Board of Education

FULL PROPOSAL FORM

Academic Degree and Certificate Program

Date of Proposal Submission:	December 12, 2023				
Institution Submitting Proposal:	Boise State University				
Name of College, School, or Division:	College of Arts and Sciences				
Name of Department(s) or Area(s):					
Official Name of the Program:	Master of Arts in Digital Communications Management				
Implementation Date:	Fall 2024				
Degree Information:	Degree Level: Graduate		Degree Type: Master		
CIP code (consult IR /Registrar):	09.0702				
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Fully Online with an Online Program Fee				
Geographical Delivery:	Location(s)		Region(s)		
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)		Self-Support fee		Professional Fee	X Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)		Regional Program Responsibility		Statewide Program Responsibility	

Proposed Action

X **New program offering**
- Undergraduate program
- X Graduate program
- Undergraduate certificate (30 credits or more)
- Graduate certificate (30 credits or more)

New branch campus or change in location

Modification of Existing Academic Programs
- Converting one program option to a stand-alone program
- Consolidating two or more undergraduate programs into one
- Consolidating two or more graduate programs into one
- Splitting an existing program into two or more programs
- Program expansion outside an institution's Designated Service Region as defined in Board Policy III.Z.
- Adding certificate or degrees to existing programs

leslie Durham leslie Durham (Dec 19, 2023 09:19 MST) College Dean	12/19/2023 Date
SGS Graduate Dean/other (as applicable)	12/19/2023 Date
Jo Ellen DiNucci Jo Ellen DiNucci (Dec 19, 2023 12:22 MST) FVP/Chief Fiscal Officer	12/19/2023 Date
John Buckwalter (Dec 19, 2023 10:11 MST) Provost/VP for Instruction	12/19/2023 Date
MO President	01/02/2024 Date

Vice President for Research (as applicable)	Date
Patty Sanchez	1/30/2024
Academic Affairs Program Manager, OSBE	Date
	02/02/2024
Chief Financial Officer, OSBE	Date
	2/6/2024
Chief Academic Officer, OSBE	Date
SBOE/Executive Director or Designee Approval	Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

1. **Describe the request and give an overview of the changes that will result.** What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

   Boise State University proposes the creation of a wholly online program that will award a **Master of Arts (MA) in Digital Communications Management**. The proposed program will utilize the Online Program Fee outlined in SBOE Policy V.R.

   The MA in Digital Communications Management is conceptualized for entry and mid-level professionals. The program provides advanced training in management of communications projects, communications content creation, communications production, and team management. With this master's degree, graduates will be prepared to develop driving technology behind digital communications and apply the latest innovations in mobile technology, understand the principles of social media and location-based services; leverage data to inform content creation, messaging, and communication campaigns; and manage communications teams. This degree supports graduates to pursue journalism, broadcasting, advertising, public relations, content strategist, app development, sales, and other professions.

2. **Need for the Program**. Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

   a. **Workforce and economic need:** Provide verification of state workforce needs that will be met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

      Approximately 172,000 unique job postings in the U.S. from January 2021 to January 2022 required or preferred a master's in digital communication and media/multimedia (Job Posting Analytics U.S. report, Lightcast, formerly EMSI). In Idaho, for the same period, there were approximately 737 unique jobs requiring or preferring a master's in digital communication and media/multimedia (Job Posting Analytics U.S. report, Lightcast, formerly EMSI). With the growing influence of digital communication, it is crucial to provide graduate training to prepare people for jobs in the communications industry and serve other significant sectors of the economy.

      Job Titles:
      - Content Strategist
      - Advertiser

- Journalist
- Public Relations
- App Developer
- Sales

2022 National Employment Matrix Title and Code		Employment		Job Openings Due to Growth and Replacement Needs 2022-2032
		2022	2032	
Media and Communication Workers	27-3099	29,222	33,840	4,613 15.8% increase from 2022-2032
TOTAL		29,222	33,840	4,613

2022-2032 Idaho Long Term Employment Projections		Employment		Job Openings Due to Growth and Replacement Needs 2022-2032
		2022	2032	
Media and Communication Workers	27-3099	125	146	22 17.4% increase from 2022-2032
TOTAL		125	146	22

b. Student demand. What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Provide evidence of student demand/ interest from inside and outside of the institution.

There are four different types of students who will enter this program.

- The career starter is new to the field - e.g., a person interested in moving into the communications industry as a new career.
- The career advancer is employed in the field and is interested in moving up in the field - e.g., a person transitioning from a member of a communications team to leading that team.
- The degree finisher has previous college experience that fits within the field but has not yet finished a degree – e.g., a person who has some graduate-level coursework and wants to shift into a degree focused on professional training and career preparation.
- The career changer who is currently employed in a different field and is interested in changing fields - e.g., a person who is transitioning from one area of management such as operations into a VP of Communications position.

The career advancer is the primary audience for this program. Some examples could be:

- Working professionals in digital media communications and platforms aiming to expand their knowledge of how to connect with audiences through digital channels and social media as well as seeking career promotions to be more impactful in their organizations.
- Working professionals in media analytics eager to use data as a strategic competitive advantage for their companies and create new or complementary business segments.
- Working professionals involved in content creation hoping to be proficient in professionally-focused text, audio, video, and other legacy and contemporary media components.
- Students looking to continue their education after their first degree with a master's focus on digital media analytics, communication design, strategic team coaching, and management.

Evidence of student demand: The following information is based on the U.S. institutions online completions in digital communication and media/multimedia (CIP code: 09.0702) master's degree spanning AY 2018-2021. The number of completions is growing, indicating increased student demands.

- AY 2017-2018: **14** institutions reporting **416** distance degree completions.
- AY 2018-2019: **16** institutions reporting **531** distance degree completions.
- AY 2019-2020: **17** institutions reporting **725** distance degree completions.
- AY 2020-2021: **18** institutions reporting **1,050** distance degree completions.

c. Societal Need: Describe additional societal benefits and cultural benefits of the program.

Digital communication is now the dominant medium of communications in today's society for both professional and daily life interactions. It is, therefore, crucial to educate interested members of the population to know how to manage as well as understand the mechanism and processes of digital communication to better support their civic and professional interests.

3. Program Prioritization

Is the proposed new program a result of program prioritization?

Yes_____ No__X___

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

4. Credit for Prior Learning

Indicate from the various cross walks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

Transfer credits are permitted but must satisfy the following restrictions, as per the university policy:

1. Transfer credit must be graduate academic credit representing a grade of B or better, awarded by a regionally accredited U.S. college or university or by a non-U.S. institution of higher education that is approved for transfer purposes by the International Admissions Office. Continuing education units (CEU) and non-academic credits are ineligible as transfer credit.
2. Culminating activity courses, courses where the grade is based only on attendance, and courses representing experiential learning, regardless of the level (undergraduate or graduate), are ineligible as transfer credit.
3. Application of transfer credit must be approved by the graduate program

Outside of the transfer credits, no PLA has been identified for this graduate program, thus, not applicable.

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

We will offer this program at $525 per credit hour under an online program fee budget model, which is lower than the average for competitors.

Enrollments and Graduates

6. Existing similar programs at Idaho Public Institutions. Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

No comparable programs were identified at Idaho public institutions.

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY25	FY26	FY27	FY28 (most recent)	FY__	FY__	FY__	FY__ (most recent)
	No comparable online programs offered in Idaho								

7. **Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

   None of the Idaho state institutions have a similar program.

8. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Master of Arts in Digital Communications Management											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates From Program**					
Fall 2024	Fall 2025	Fall 2026	Fall 2027	Fall 2028		FY24	FY25	FY26	FY27	FY28	
6	22	40	53	60		0	0	11	18	26	

9. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

   The projected numbers were determined based on the average online degree completion numbers for similar programs at U.S. institutions, with similar brand recognition and marketing capabilities, during their first 5 years of launching the program.

   The recruitment efforts will include digital and social media advertisements targeting potential candidates nationwide.

   The program's size will scale to meet enrollment demand for the program. The numbers in the table above reflect a reasonable and attainable scaling up of the program. Faculty will maintain close contact with students and support them in their learning and instructor contact.

10. **Minimum Enrollments and Graduates.**
    a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

Based on estimated expenses for instruction and for support personnel expenses, the estimated minimum number of course registrations to achieve break-even is:

- Year 1: Annual credits, 53 Annual FTEs 2.2
- Year 2: Annual credits, 192 Annual FTEs 8.0
- Year 3: Annual credits, 353 Annual FTEs 14.7
- Year 4: Annual credits, 403 Annual FTEs 16.8
- Year 5: Annual credits, 361 Annual FTEs 15.0

b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

Programs operating under the institutional online program fee model at Boise State University are expected to be fiscally sustainable. If enrollments do not meet expectations, expenses will be adjusted to reflect actual activity. The program's financial sustainability will be evaluated annually. If it is determined to be fiscally unsustainable in the long term, it will be discontinued.

11. Assurance of Quality. Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

Program Review: Boise State has instituted a new program review procedure. At the inception of new programs, the programs will submit to the Office of the Provost a three-year assessment plan to be scheduled into the Periodic Review/Assessment Reporting Cycle. The plan includes program learning outcomes; and an implementation plan with a timeline identifying when and what will be assessed, how the programs will gather assessment data, and how the program will use that information to make improvements. Then, every three years, the programs will provide Program Assessment Reports (PAR), which will be reviewed by a small team of faculty and staff using a PAR Rubric, which includes feedback, next steps, and a follow-up report with a summary of actions.

Specialized Accreditation: There is no specialized accreditation for this degree program.

Program Development Support:
The online Master of Arts in Digital Communications Management is supported by the eCampus Center at Boise State University.

- Program Design: Boise State's online program development process includes a facilitated program design process to assist program faculty members in the

creation of an intentional, cohesive course progression aligned to both course and program learning outcomes.
- Course Design and Development: Each course is designed and developed by a faculty member. They have the option to work with the assistance of a team of experts, which includes an instructional designer, a multimedia developer, a quality assurance specialist, and a course developer. The end result is a program version of each course. All courses for the program are developed with a consistent look and feel using a common course template aligned with nationally recognized Quality Matters course design standards.
- Course Maintenance: The academic department is responsible for the continuous course improvement of online program courses.

Academic Integrity: Academic integrity is vital to the mission of Boise State University and encompasses the totality of academic rigor, ethical behavior, intellectual curiosity, appropriate teamwork, and persistence. All assignments submitted by a student must represent his/her own ideas, concepts, and current understanding or must cite the original source. Boise State proactively supports academic integrity by providing training, maintaining a website dedicated to academic integrity, providing tools such as pedagogical strategies, workshops, and tips for designing tests, as well as establishing policies and procedures for students who violate the academic integrity policy within the Student Code of Conduct. For this new online program, we will use the following strategies to encourage academic integrity:
- During the design and development of the curriculum and assessment of each course, instructors will be informed by staff of Boise State's eCampus Center about best practices for online course design based on Quality Matters ™ and best practice strategies to promote academic integrity in online education based on WCET's recommendations (Version 2.0, June 2009)
- Through the program development process, course production, course launch support provided by the eCampus Center, and other means, instructors will be reminded about the importance of academic integrity and encouraged to report and act upon suspected violations.
- Academic integrity will be addressed within online student orientation. Programs may require online students to complete the university's Academic Integrity Online Workshop.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students in the syllabus and verbally and may require completion of the university's Academic Integrity Online Workshop.

Student Authentication: Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:
- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.
- Associated with access to and use of our Learning Management System, a secure log-in environment will be provided and students will be required to use strong passwords and change them every 90 days.
- When high-stakes exams are required, faculty will be encouraged to utilize remote or online proctoring services when appropriate. In those instances, students will need to provide valid photo identification before gaining access to the graded assessments or other required activities.
- Instructors will utilize Turnitin plagiarism detection program when appropriate.

- Instructors are expected to be informed of and aware of the importance of student identity authentication and to report and act upon suspected violations.

12. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix A**.

Not applicable.

13. Teacher Education/Certification Programs All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the State Board of Education.

Will this program lead to certification?

Yes_____ No__X___

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

14. Three-Year Plan: If this is a new proposed program, is it on your institution's approved 3-year plan?

Yes X No _____

If yes, proceed to question 15. If no:

a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.

Indicate (X) by each applicable statement:

	Program is important for meeting your institution's regional or statewide program responsibilities.
	The program is in response to a specific industry need or workforce opportunity.
	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
	There is a contractual obligation or partnership opportunity related to this program.
	The program is in response to accreditation requirements or recommendations.
	The program is in response to recent changes to teacher certification/endorsement requirements.

b. Provide an explanation for all statements you selected.

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

15. Curriculum. Provide descriptive information of the educational offering.

a. Summary of requirements. Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	18
Credit hours in required courses offered by other departments:	12
Credit hours in institutional general education curriculum	0
Credit hours in free electives	0
Total credit hours required for degree program:	30

b. Curriculum. Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

30 credits in total. 18-credit core curriculum with 12 credits of electives. Students can choose an emphasis, or assemble graduate courses aligned with their professional goals.

DCM Core Curriculum (18 credits, required courses)

- DCM 500: Managing Digital Communications Projects (3 credits)
- DCM 510: Creating Digital Communications Content (3 credits)
- DCM 520: Engaging Communications Clients (3 credits)
- DCM 530: Mentoring Communications Teams (3 credits)
- DCM 570: Digital Communications Practicum (3 credits required, up to 12 credits allowed)
- DCM 599: Digital Communications Capstone; (3 credits)

Choose an Emphasis Area
User Research (12 Credits)

- ANTH 540: Fundamentals of Design Anthropology (3 credits)
- ANTH 541: Ethnography for User Experience Research (3 credits)
- ANTH 542: Emerging Digital Cultures (3 credits)
- DCM 570: Digital Communications Practicum (3 credits required

Conflict Management (12 credits)

- CONFLICT 510: Conflict Management (3 credits)
- CONFLICT 513: Mediation and Negotiation (3 credits)
- CONFLICT 514: Conflict Coaching and Facilitation (3 credits)
- CONFLICT 515: Conflict and Culture (3 credits)

Assemble an emphasis (12 credits) - Allowable categories include

Additional credits in DCM 580: Digital Communications Practicum (not to exceed 12 credits total)
Electives of graduate courses (including a maximum of six credits from a program outside of Boise State).

There are no specific course prerequisites except for the capstone, which requires completion of the program courses.

c. Additional requirements. Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience,

practicum, or internship, some of which may carry credit hours included in the list above.

The program requires three (3) credits of practicum (DCM570), intended to provide students ample opportunities to shadow an established professional and develop a comprehensive and realistic understanding of the practical aspects of the position they seek to apply for after graduation. Students in our program are encouraged but not required to apply practicum opportunities beyond the three (3) required credits. This allows each student to customize their learning experience.

The program requires a three (3) credit Capstone course (DCM599), intended to provide students with a culminating experience which aligns with the program learning outcomes.

16. **Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.**
    a. **Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.

       The proposed program will address the following learning outcomes:
       - Create action plans regarding the development and use of digital communications based on analysis of media metrics.
       - Produce and publish professional-level communications content to achieve identified goals.
       - Engage clients to define and achieve identified project goals.
       - Mentor communications team members to achieve identified project goals and develop team members.

17. **Assessment plans.**
    a. **Assessment Process.** Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

       Students will produce a professional portfolio in the capstone class. Faculty will assess these portfolios in alignment with the program learning outcomes. In addition, we will develop robust opportunities for students to provide feedback on the ways and degree to which the program supported their professional development goals in line with the PLOs including especially identification of ways the program and its faculty could improve this support.

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.

18. **Physical Facilities and Equipment:** Describe the provision for physical facilities

and equipment.

a. **Existing resources**. Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

   The program will need and there are already plans for program design and course development (already planned with eCampus) as well as program marketing and student advising (already built into the budget).

b. **Impact of new program**. What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

   We see a significant potential to positively impact students by offering them a multi-department program in digital communications management which is not currently available. This potential positive impact includes students with BA/BS degrees who want and/or need a MA degree to specialize and advance their skills, people who have moved into management positions for communications teams and want to update their knowledge and skills to meet the needs of their team and clients. In addition, faculty involved in this program are communicating with multiple programs across campus to create accelerated Bachelor's degree programs.

c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

   The creation of this program does not require any technical or other laboratory space or instrumentation.

19. **Library and Information Resources:** Describe adequacy and availability of library and information resources.

a. **Existing resources and impact of new program**. Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

   Library resources are currently adequate with no anticipated impact on usage. The Albertson's library provides research databases, electronic textbook reserves and also books by mail for distance studies students.

b. **Needed resources**. What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

   No additional library resources are required.

20. **Faculty/Personnel resources**

a. Needed resources. Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

No new faculty resources are required to create this program, and no additional sections of existing courses are needed. Each academic department will make available the graduate faculty member to teach their course once per year. Each department will receive 10% of that faculty member's salary from the program and likely use those funds to hire adjunct faculty to cover undergraduate courses.

b. Existing resources. Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

The creation of these courses and the program will require the program to complete an online program development process and course development. These resources are already scheduled with eCampus.

c. Impact on existing programs. What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

We anticipate an overall positive impact on programs and the students from those programs as there is currently no option for advanced skill development available for students. The potential impact on those programs comes via the reassignment of workload from one undergraduate to one graduate course per year for each participating department. This potential negative impact is lessened somewhat because each department will receive funds adequate to hire a quality adjunct faculty member to backfill those needs at the undergraduate level.

d. Needed resources. List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

There are no new faculty hires anticipated or planned as part of the creation of this program. We do have a marketing budget of $10,000 per year and anticipate using these funds to acquire marketing talent from among existing staff or advanced student assistants.

21. Revenue Sources

a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

Not Applicable. This program is supported through revenue generated from enrollment in the program.

b) **New appropriation**. If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

Not Applicable.

c) **Non-ongoing sources**:

i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

Not Applicable.

ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

Not Applicable.

d) **Student Fees**:

i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

Not Applicable.

ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

Not Applicable.

22. Using the excel **budget template** provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third-year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Headcount	12	30	47	58	63
Total Gr	0	0	11	18	26
Total cr	53	192	356	474	539

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	2.0	11	7.2	27	13.4	43	17.8	52	20.2	57
B. Shifting enrollments	0.2	1	0.8	3	1.5	5	2.0	6	2.2	6
Total Enrollment	2.2	12	8.0	30	14.8	47	19.7	58	22.4	63
Student Credit Hours Generated	53		192		356		474		539	

II. REVENUE

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request										
2. Institution Funds										
3. Federal										
4. New Tuition Revenues from Increased Enrollments										
5. Student Fees		$28,035		$100,810		$187,011		$248,818		$282,836
6. Other										
Total Revenue	$0	$28,035	$0	$100,810	$0	$187,011	$0	$248,818	$0	$282,836

Ongoing is defined as ongoing operating budget for the program which will become part of the base.
One-time is defined as one-time funding in a fiscal year and not part of the base.

Budget Notes:

I.A, B. Calculation of FTE and headcount as follows:
>1 FTE = 24 credits
>Headcount determined as the distinct number of students in the program that year.
>Assume that 90% of the enrollments will be new enrollments and 10% will be shifting enrollments.
>Assume 20% attrition from Y1 to Y2 then 3% attrition every semester thereafter.

II.5. Student Fee revenue calculated as Student Credit Hours * $525 per credit.
$525 calculated as estimate of 2024-2025 per credit rate.
To be conservative, assume in calculations that per-credit fee does not increase over time to align with the amount charged to traditional resident students.

III. EXPENDITURES

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs										
1. FTE		0.05		0.05		0.10		0.15		0.20
2. Faculty		$30,893		$47,730		$49,120		$50,510		$51,901
3. Adjunct Faculty		$0		$0		$0		$0		$0
4. Graduate/Undergrad Assistants		$0.00		$0.00		$0.00		$0.00		$0.00
5. Research Personnel		$0.00		$0.00		$0.00		$0.00		$0.00
6. Directors/Administrators		$6,298		$6,487		$13,362		$20,645		$28,352
7. Administrative Support Personnel		$0		$0		$0		$0		$0
8. Fringe Benefits		$13,819		$20,310		$22,941		$25,656		$28,458
9. Other: Teaching Assistants		$0		$0		$0		$0		$0
Total Personnel and Costs	$0	$51,010	$0	$74,527	$0	$85,424	$0	$96,811	$0	$108,710

Budget Notes (continued)

III.A.2 Faculty FTE: Calculated using (Credit hour load)/30 for faculty; faculty teaching all core courses with program reimbursing faculty replacement costs at $3,561 per credit

III.A.6 Administrator: Program Coordinator .05 FTE Y1 & Y2 then scales 5% annually to a maximum of 20% FTE Y5

III.A.8 Benefits calculated at staff fringe rate of $13,750+(annual wage*20.52%) professional staff and $13,750+(annual wage*20.86%) classified staff

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
B. Operating Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Travel										
2. Marketing and Promotion		$10,000		$10,000		$10,000		$10,000		$10,000
3. Other Services										
4. Communications										
5. Materials and Supplies										
6. Rentals										
7. Materials & Goods for Manufacture & Resale										
8. Miscellaneous - Revenue share		$0		$0		$0		$20,861		$25,239
Total Operating Expenditures	$0	$10,000	$0	$10,000	$0	$10,000	$0	$30,861	$0	$35,239

Budget Notes (continued):
III.B.2 Expenses to market the program

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
C. Capital Outlay	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Library Resources										
2. Equipment										
Total Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation										
E. Other Costs										
1. Boise State University Support		$8,411		$30,243		$56,103		$74,646		$84,851
2. Expenses										
Utilities										
Maintenance & Repairs										
3. Student Scholarships		$0								
Total Other Costs	$0	$8,411	$0	$30,243	$0	$56,103	$0	$74,646	$0	$84,851
TOTAL EXPENDITURES:	$0	$69,420	$0	$114,770	$0	$151,527	$0	$202,318	$0	$228,800
Net Income (Deficit) to College	$0	-$41,385	$0	-$13,960	$0	$35,484	$0	$46,501	$0	$54,036

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

III.B.8 Program intends to revenue share. Calculated beginning Y4 using (Y3 program revenue-Y3 instructional costs)x20%/number of classes provided by partners
Potential partnering areas total 5 classes annually: COAS (2 classes), MEDIA (1 class), IPS (1 class), and COMM (1 class)
Revenue sharing for elective course partners to be determined after Y5

III.E.1 Boise State University Support is defined as follows:
Boise State Central Services (10.00% of revenue): A fund dedicated to funding support services for online students.
Boise State eCampus Center (8.75% of revenue): Provide funding for initiative management, online course/program development and other support services
Boise State Online Innovation Fund (2.3% of revenue): Seed funding for academic programs, course development stipends to faculty, open education resource grants and eventually innovation grants
Boise State Online Military Tuition Fund (1.5% of revenue)
Boise State Online Marketing, Recruitment, Enrollment, Advising and Retention Fund (7.45% of revenue): A fund dedicated to marketing online programs, recruiting students, enrolling qualified students, advising students and retaining students throughout the life of the program

IDAHO STATE UNIVERSITY

SUBJECT

Doctor of Nurse Anesthesia Practice

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. and Section V.R.

BACKGROUND/DISCUSSION

The Doctor of Nurse Anesthesia Practice (DNAP) program within the Idaho State University (ISU) School of Nursing will focus on preparing nurse anesthesiologists to practice within the full scope of anesthesia services for Idaho's diverse patient population. Developed as a public-private partnership with West Idaho Anesthesia LLP, the DNAP program at ISU will prepare exemplary nurse leaders who integrate education, service, and scholarship through practice and research to enhance the quality of life for all Idahoans by expanding and enhancing anesthesia services within the state. The ISU program will meet all the requirements for students to take the National Certification Exam (NCE). Passing the NCE is required to become a Certified Registered Nurse Anesthesiologist (CRNA). This rigorous program emphasizes real-world clinical practice. The program culminates in the writing and presentation of a Capstone project which is designed to demonstrate program outcomes through the improvement of practice. The program is full-time, year-round, and completed over three years as required by the Council on Accreditation of Nurse Anesthesia Educational Programs (COA).

There are over 455 Certified Registered Nurse Anesthesiologists (CRNAs) in Idaho (2022 Idaho Nursing Workforce Report). At this time, there is neither a public nor private CRNA program in the state. Idaho is one of only a handful of states in the U.S. without a nurse anesthesia program. It is widely known that students tend to practice in the area where they received their education; however, registered nurses who want to become CRNAs must currently leave this state for their education. This ongoing issue has resulted in a loss of workforce for Idaho.

Despite having over 455 CRNAs licensed in Idaho, there is a major shortage of CRNAs across the state. Currently, in the greater Boise area, Saint Alphonsus is in need of 25 full-time CRNAs. St. Luke's Health System is in need of 18 full-time CRNAs. Saint Luke's also expects to need 10 more full-time CRNAs in the next 5 years (data received 11/2023 from Nick Russell, St. Alphonsus Anesthesia and Clint Allred, Chief CRNA, Anesthesia Associates of Boise). Many smaller anesthesia groups are looking for staffing as well. Based on these numbers as well as job postings from smaller groups found on Gaswork.com, we estimate there to be a shortage of approximately 60-70 full-time CRNAs within the state.

Because of the current shortages, salaries in Idaho have increased by 25% or

more within the last year (2023). The recruitment and retention costs are staggering. The use of locum contractors has overburdened many healthcare systems. Some outpatient procedures have had to be canceled or delayed for long periods of time due to a lack of adequate anesthesia personnel. Additionally, the majority of rural healthcare agencies use *only* CRNAs (due to the cost savings versus hiring a physician anesthesiologist) and would have difficulty continuing patient care requiring anesthesia without CRNAs. A majority of anesthetics delivered in the U.S. are delivered by CRNAs. Many of these anesthetics are delivered in independent practice settings almost exclusively by CRNAs. Idaho is one of 22 states in the U.S. that has opted out of physician supervision for Medicare reimbursement (Idaho opted out in 2002).

Currently, RNs leave Idaho to attend out-of-state CRNA programs. It is known that graduates tend to stay in the state where they complete the program due to extended time in the new area. Thus, Idaho is losing its own nursing workforce by not having an in-state CRNA program.

Other regional programs have reported high numbers of applicants to their programs with most programs receiving over 100 applicants for an average of 20 spots available. The program has not officially been announced, yet inquiries are coming into the School of Nursing on a weekly basis.

IMPACT

Idaho State University requests approval to add a professional fee to help fund the proposed Doctor of Nurse Anesthesia Practice program, in addition to normal graduate tuition and other fees, in accordance with Board Policy V.R., subsection 3.b.iii. The professional fee would initially be established at $7,957 per semester for three semesters per year. Estimated Professional Fees are $71,611.

Overview of the personnel resources that will be needed to implement the program:

- Year 1 - Program Director (PD) + 0.8 FTE Assistant Program Director (APD), adjunct faculty and administrative support
- Year 2 - PD + 0.8 FTE Assistant Program Director + 2 Instructors (0.8 each), adjunct faculty and administrative support
- Year 3 - PD + 0.8 FTE Assistant Program Director + 4 Instructors (0.8 each), adjunct faculty and administrative support

The Meridian campus has adequate classroom space and synchronous capabilities to include the L.S. and Aline W. Skaggs Treasure Valley Anatomy and Physiology laboratories. Students will also have access to computer labs. ISU will also look into possibly sharing simulation resources with Idaho College of Osteopathic Medicine and will use professional fees to supplement this shared opportunity. Total expenditures are $813,765 - $2,215,534 of ongoing funding over four years and $50,875 - $152,625 of one-time funding over four years. The

program will initially be supported by institutional reserves and ultimately funded by tuition and professional fees.

ATTACHMENTS

Attachment 1 – Doctor of Nurse Anesthesia Practice Program Proposal
Attachment 2 – Fee Justification for Doctor of Nurse Anesthesia Practice Program

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University is requesting approval to establish a new Doctor of Nurse Anesthesia Practice in Regions III and V. The program will be offered 70% face-to-face and 30% online. ISU plans to offer the program on their Meridian campus to start and then anticipates offering the program on the Pocatello campus during the second year of the program.

The program projects 14 initial enrollments reaching 68 by year five and graduating 14 starting in year three. Projections are based on responses provided through a survey conducted by ISU, recommendations by other programs, and number of quality clinical site rotations. Per program proposal, a cohort of 20-25 students per year is fairly standard across CRNA programs in the U.S. The program identified 15 students per year to financially breakeven. If minimums are not met after six years, the program will be considered for discontinuance and a three-year teach out period will be put in place.

Consistent with Board Policy III.G.3.a.i (2), an institution requesting a new doctoral program must complete an external peer review of the proposed program in addition to a full program proposal. The proposed DNAP program will require a specialized accreditation review, which can only occur once the program has been approved by the Board. This is a standard requirement for accreditation procedures. With that said, Idaho State University has submitted a request with the proposal for the specialized accreditation review to fulfill the Board's standard external peer review requirement. The specialized accreditation process is more rigorous, is conducted by an external review panel, and is required before students may be enrolled in the program. With that understanding, Board staff are supportive and have included amendments to Board Policy III.G.3. that provide procedures that will allow institutions to supplant the external review with initial specialized accreditation review, contingent on approval by the Executive Director or designee prior to proposal submission. In the meantime, the Board will need to waive this section of policy so that ISU may move forward with the DNAP program.

In accordance with State Board Policy III.Z. responsibilities, Idaho State University has statewide program responsibility specifically for Nursing at the Master of Science and Doctor of Nurse Practice levels and shares responsibility with Boise State University in Region III. The proposed program is not listed in ISU's current approved three-year plan; however, it has been added to their updated plan which will be reviewed by the Board in August of this year. ISU's request to offer a Doctor of Nurse Anesthesia Practice is consistent with their program responsibilities for delivery of academic programs in Region III and V.

Currently, there are no DNP or DNAP programs offered in the proposed area of nurse anesthesia. ISU at present offers an online DNP program with a Family Nurse Practitioner Track and Psychiatric Mental Health Nurse Practitioner track. The DNP program prepares clinical leaders for comprehensive clinical nursing practice that influences health care outcomes for individuals or populations, grounded in evidence-based application, within a changing health care system. Students are required to come to ISU Pocatello or Meridian campuses 2-4 days each semester for clinical intensives for the Family Nurse Practitioner track. Psychiatric Mental Health Nurse Practitioner students are required to come to the Pocatello campus for new student orientation and Health Assessment intensives at the Meridian campus. Boise State University also offers an in-person DNP program with a Family Nurse Practitioner emphasis and an Adult/Gerontology Nurse Practitioner, Acute Care emphasis. These emphases represent some recent changes to align with national standards. Boise State's DNP program prepares students to use evidence and advanced knowledge of technology to lead improvements in communication and the monitoring, collection, management, analysis, and dissemination of information that enhances health and health care safety and quality. The program is focused on design, selection, use, and evaluation of legal, ethical, just, and cost-effective information-management processes to evaluate health and practice outcomes in diverse, aggregate-focused, advanced practice settings.

Staff notes that University of Idaho has identified a need for a Doctor of Nurse Practice, Nurse Anesthetist in Region II and has added this to their updated plan for Fall 2026. Updated three-year plans will be reviewed by the Board in August 2024. The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on March 28, 2024; and to the Instruction, Research, and Student Affairs on April 4, 2024. Board staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to create a Doctor of Nurse Anesthesia Practice, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by Idaho State University to charge a professional fee of $7,957 per semester for three semesters per year for the Doctor of Nurse Anesthesia Practice, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Institutional Tracking No. **2024-01**

FULL PROPOSAL FORM

Academic Degree and Certificate Program

Date of Proposal Submission:	**February 28, 2024** *Revised 3/14/2024-ps*				
Institution Submitting Proposal:	**Idaho State University**				
Name of College, School, or Division:	**College of Health**				
Name of Department(s) or Area(s):	**School of Nursing**				
Official Name of the Program:	**Doctor of Nurse Anesthesia Practice**				
Implementation Date:	**August 2025**				
Degree Information:	Degree Level: **Doctoral**		Degree Type: **DNAP**		
CIP code (consult IR /Registrar):	**51.3804**				
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	**70% face to face, 30% on-line**				
Geographical Delivery:	Location(s)	**Meridian, Pocatello**	Region(s)	**III, V**	
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)		Self-Support fee	X	**Professional Fee**	Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)		Regional Program Responsibility	X	**Statewide Program Responsibility**	

Proposed Action

X	**New program offering**			**Modification of Existing Academic Programs**	
	Undergraduate program			Converting one program option to a stand-alone program	
	X **Graduate program**			Consolidating two or more undergraduate programs into one	
	Undergraduate certificate (30 credits or more)			Consolidating two or more graduate programs into one	
	Graduate certificate (30 credits or more)			Splitting an existing program into two or more programs	
				Program expansion outside an institution's Designated	
	New branch campus or change in location			Service Region as defined in Board Policy III.Z.	
				Adding certificate or degrees to existing programs	

	2/27/24			2/26/24
College Dean	Date		Vice President for Health Sciences	Date
	2/26/24			3/15/24
Graduate Dean/other (as applicable)	Date		Academic Affairs Program Manager, OSBE	Date
Jennifer Steele	2.26.24			03/18/2024
FVP/Chief Fiscal Officer	Date		Chief Financial Officer, OSBE	Date
	2.27.24			3/25/2024
Provost/VP for Instruction	Date		Chief Academic Officer, OSBE	Date
	2.28.24			
President	Date		SBOE/Executive Director or Designee Approval	Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

1. **Describe the request and give an overview of the changes that will result.** What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

   There are over 455 Certified Registered Nurse Anesthesiologists (CRNAs) in Idaho (2022 Idaho Nursing Workforce Report). At this time, there is neither a public or private CRNA program in the state. Idaho is one of only a handful of states in the US without a nurse anesthesia program. It is widely known that students tend to practice in the area where they received their education; however, registered nurses who want to become CRNAs must currently leave this state for their education. This ongoing issue has resulted in a loss of workforce for Idaho.

   All CRNA programs in the U.S. are required to be accredited by the Council on Accreditation of Nurse Anesthesia Educational Programs (COA). The COA currently requires a doctoral-level program over three years or more. These programs may either culminate in a DNAP or a DNP degree. (Institution dependent). Our committee recently conducted a survey of CRNA programs in the U.S. and found that a Doctor of Nurse Anesthesia Practice (DNAP) was the preferred degree for these programs when compared to a DNP (see Appendix E).

   The ISU School of Nursing is now proposing a Doctor of Nurse Anesthesia Practice program. This is a new program and does not replace any existing programs and will comprise a public private partnership with West Idaho Anesthesia.

   The program will admit eligible baccalaureate prepared RNs who, upon completing the three year program, will be awarded a Doctor of Nurse Anesthesia Practice degree and meet the qualifications for taking the National Certification Exam (NCE). Passing the NCE is required for licensure as a CRNA.

   The 3-year doctoral requirement for graduating CRNAs is a recent change to accreditation standards (2024). The majority of CRNAs in Idaho are currently Master's prepared (84% per Idaho Nursing Workforce Report), therefore a future post-Master's option is anticipated for practicing CRNAs who wish to complete their Doctorate on a part-time basis while continuing working.

   There are 20 credits of coursework in common with the ISU School of Nursing (DNP) program. Started in 2013, the ISU DNP programs are well established with over 80 students enrolled in any given year. They provide existing structure, policy and student support processes to the implementation of the DNAP program.

2. **Need for the Program**. Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways

   a. **Workforce and economic need:** Provide verification of state workforce needs that will be

met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

Idaho is a full practice authority state; CRNAs can practice independently to their full scope of practice. CRNA costs are approximately 50% less than when the same services are provided by a physician anesthesiologist.

Despite having over 455 CRNAs licensed in Idaho, there is a major shortage of CRNAs across the state. Currently, in the greater Boise area, Saint Alphonsus is in need of 25 full-time CRNAs. Saint Luke's Health System is in need of 18 full-time CRNAs. Saint Luke's also expects to need 10 more full-time CRNAs in the next 5 years. (report received 11/2023 from Nick Russell, St. Alphonsus Anesthesia and Clint Allred, Chief CRNA Anesthesia Associates of Boise). Many smaller anesthesia groups are looking for staffing as well. Based on these numbers as well as job postings from smaller groups found on Gaswork.com, we estimate there to be a shortage of approximately 60-70 Full-Time CRNA's within the state.

Because of the current shortages, salaries in Idaho have increased by 25% or more within the last year (2023). The recruitment and retention costs are staggering. The use of local contractors has overburdened many healthcare systems. Some outpatient procedures have had to be canceled or delayed for long periods of time due to a lack of adequate anesthesia personnel. Additionally, the majority of rural healthcare agencies use *only* CRNAs (due to the cost savings versus hiring a physician anesthesiologist) and would have difficulty continuing patient care requiring anesthesia without CRNAs. A majority of anesthetics delivered in the U.S. are delivered by CRNAs. Many of these anesthetics are delivered in independent practice settings almost exclusively by CRNAs. Idaho is one of 22 states in the U.S. that has opted out of physician supervision for medicare reimbursement (Idaho opted out in 2002).

b. Student demand. What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Provide evidence of student demand/ interest from inside and outside of the institution.

Currently, RNs leave Idaho to attend out-of-state CRNA programs. It is known that graduates tend to stay in the state where they complete the program due to extended time in the new area. Thus, Idaho is losing its own nursing workforce by not having an in-state CRNA program.

Other regional programs have reported high numbers of applicants to their programs. with most programs receiving over 100 applicants for an average of 20 spots available. The program has not officially been announced, yet inquiries are coming into the School of Nursing on a weekly basis.

A statewide survey of RNs was conducted in the summer of 2023. Of 259 responses, 30% (n=78) indicated they were interested in attending a CRNA program if it was offered in Idaho and 66% (n= 171) wanted more information should such a program become available (see Appendix F).

In this same survey conducted, a majority of practicing CRNAs in Idaho stated they would

be interested in going back for their doctorate if a local doctoral program became available. A future completion program is anticipated.

c. **Societal Need**: Describe additional societal benefits and cultural benefits of the program.

The anesthesia shortage is state-wide; however, rural areas are harder hit because they rely heavily on nurse anesthetists. As one example, Valor Health in Emmett has stated it would be unable to offer surgical services should it no longer be able to provide anesthesia services due to a lack of CRNAs. As has already been mentioned, the ability for RN's to stay in their home state to complete their advanced practice degree is a huge benefit for Idaho and our citizens.

3. Program Prioritization

Is the proposed new program a result of program prioritization?

Yes_____ No___X__

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings? **Not applicable.**

4. Credit for Prior Learning

Indicate from the various cross walks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

Not Applicable

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

Scholarship opportunities are being sought after through state health care organizations.

Enrollments and Graduates

6. Existing similar programs at Idaho Public Institutions. Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY2026	FY2027	FY2028	FY2029 (most recent)	FY2026	FY2027	FY2028	FY2029 (most recent)
	None Exist	0	0	0	0	0	0	0	0

7. **Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

   Not applicable. There are no other CRNA or DNAP programs in the State of Idaho.

8. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

   The numbers below represent the projections for the proposed DNAP/CRNA program at ISU. There are no other CRNA programs in Idaho:

Proposed Program: Projected Enrollments and Graduates First Five Years									
Program Name: Nurse Anesthesia Practice, Doctor of									
Projected Fall Term Headcount Enrollment in Program					**Projected Annual Number of Graduates From Program**				
FY 26	FY 27	FY 28	FY 29	FY 30	FY 26	FY27	FY28	FY29	FY30
14	30	50	60	68	0	0	14	16	20

9. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 “Need for the Program” above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

   We extrapolated information based on the responses we received through our internal survey. We are incorporating recommendations from other programs on the starting numbers. We are also looking at the number of quality clinical site rotations, which is the main limitation to higher enrollment numbers. Finally, a cohort of 20-25 students per year is fairly standard across CRNA programs in the US.

10. **Minimum Enrollments and Graduates.**
    a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

       The financial break-even point for the program is approximately 15 students per year. The logical basis for this determination is that this level of enrollment will cover the cost of the program.

    b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

Program demand is likely to be significant. The university is committed to funding the start-up of the program with existing reserves and a class size of 15 is sustainable. However, the program will receive ongoing institutional funding via a tuition + professional fees model; continued low enrollment will necessitate program review and possible sunsetting of the program. If, after 6 years, we do not have a minimum class size of 15 students, we will consider this program for discontinuance. A final decision to sunset will require a 3-year teach-out period.

11. **Assurance of Quality.** Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

All CRNA programs in the U.S. are required to be accredited by the Council on Accreditation of Nurse Anesthesia Educational Programs. Attached here is the statement from the COA regarding their accreditation process. Our anesthesia program has been working closely with the COA regarding the initial steps to take toward the accreditation process.

"The Council is responsible for establishing the standards for accreditation of nurse anesthesia educational programs and postgraduate CRNA fellowships, subject to consideration of recommendations from the communities of interest. In an effort of ongoing improvement, the standards will undergo continual review and be subject to periodic major and minor revisions as indicated. Compliance with the standards forms the basis for the Council's accreditation decisions. Ongoing oversight by the Council is provided between formal programmatic reviews. Programs are required to advise the Council and get approval for major changes. The Council also investigates situations brought to its attention that may affect a program's accreditation status. In a broad sense, accreditation of nurse anesthesia educational programs and fellowships provides quality assurance concerning educational preparation through continuous self study and review. The ultimate goals of the accreditation program are to improve the quality of nurse anesthesia education and provide competent nurse anesthetists for healthcare consumers and employers." Standards for Accreditation of Nurse Anesthesia Programs, Practice Doctorate, Revised January 30, 2023

Practice Doctorate Standards

The practice doctorate standards address: (A) conducting institutions, (B) faculty, (C) students, (D) graduates, (E) curricula, (F) clinical sites, (G) policies, and (H) evaluations.

The accreditation process for established programs is based on the self-evaluation study document prepared by the program and an onsite review by a team of 2 or 3 reviewers. Certain Standards have been ascertained to have major significance regarding educational quality. Failure to fully comply with one or more of these Standards is considered to be of critical concern in decisions regarding nurse anesthesia program accreditation and is marked with an asterisk (*). The Council reserves the right to identify other areas or Standards.

The process is repeated at intervals of up to 10 years. A summary report of the review is presented to the Council for an accreditation decision. New programs that seek accreditation status must successfully complete an initial accreditation review, become accredited, admit students and undergo a subsequent review when it is possible to evaluate educational outcomes following the first graduation. Each program is required to complete and submit an annual report.

Graduation from an accredited program is a prerequisite for eligibility for national certification. It is also used as a criterion by licensing agencies, employers, and potential students in the decisions they make and in determining eligibility for government funding." (Standards for Accreditation of Nurse Anesthesia Educational Programs- Revised May 2022)

12. **In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as **Appendix A**.
This program requires specialized accreditation through the Council on Accreditation of Nurse Anesthesia Educational Programs. Included with this proposal is a request that the specialized accreditation review be acceptable to fulfill the Board's standard external review requirement. The program will develop a self-study and COA-NAEP will initiate plans for an on-site evaluation of the program once SBOE approval has been obtained.

13. **Teacher Education/Certification Programs** All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the State Board of Education.

Will this program lead to certification?

Yes_____ No__X___

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

14. **Three-Year Plan: If this is a new proposed program, is it on your institution's approved 3-year plan?**

Yes No **X**

If yes, proceed to question 15. If no:

a. **Which of the following statements address the reason for adding this program outside of the regular three-year planning process.**

Indicate (X) by each applicable statement:

x	Program is important for meeting your institution's regional or statewide program responsibilities.
x	The program is in response to a specific industry need or workforce opportunity.
	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
	There is a contractual obligation or partnership opportunity related to this program.
	The pogram is in response to accreditation requirements or recommendations.
	The program is in response to recent changes to teacher certification/endorsement requirements.

b. Provide an explanation for all statements you selected.

Idaho State University has the statewide responsibility for health professions education in the state of Idaho. As such, the ISU College of Health, School of Nursing proposes this new program in response to the workforce need and timely opportunity to partner with West Idaho Anesthesia LLP to meet the CRNA workforce needs of Idaho. This public-private partnership provides the resources necessary to establish the program. Specifically, faculty expertise, clinical training sites, curriculum development from West Idaho Anesthesia and the programmatic, administrative and educational infrastructure from Idaho State University.

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

15. Curriculum. Provide descriptive information of the educational offering.

a. Summary of requirements. Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	101
Credit hours in required courses offered by other departments:	0
Credit hours in institutional general education curriculum	0
Credit hours in free electives	0
Total credit hours required for degree program:	101

b. **Curriculum.** Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

The DNAP program will be 101 credits. Baccalaureate-prepared RNs who are admitted will be enrolled in this three-year program. Students will have over 2000 hours of direct CRNA clinical experience prior to completion of the program. Students are supervised clinically by a CRNA or physician anesthesiologist. An additional 100 lab hours are spent in simulation or other clinical-related courses. 20 of the credits are shared courses with the School of Nursing Doctor of Nursing Practice (DNP) program. The three-year plan of study can also be found in the Appendices of this proposal.

Fall- Year 1

Advanced Human Pathophysiology 3

Pharmacotherapeutics for Advanced Practice 3

Advanced Health Assessment for Anesthesia 3

Teaching and Learning Strategies in Nursing Education 3

Total Credits = 12

Spring- Year 1

Advanced Physiology for Anesthesia I 4

Anesthesia Principles I 4

Advanced Simulation for Anesthesia Principes I 1

Advanced Pharmacology for Anesthesia I 3

Leadership in Health Policy 3

Total Credits = 15

Summer- Year 1

Anesthesia Principles II 4

Advanced Simulation for Anesthesia Principles II 1

Advanced Pharmacology for Anesthesia II 3

Advanced Physiology for Anesthesia II 4

Intro to Clinical Anesthesia 1

Total Credits = 13

Fall- Year 2

Regional Anatomy, Skills Lab & Simulation for Anesthesia Practice 3

Clinical Practicum for Anesthesia Practice I 3

Statistical Analysis in Evidence Based Practice 3

Anesthesia Principles III 4

Advanced Simulation for Anesthesia Principles III 1

Total Credits = 14

Spring-Year 2

Clinical Practicum for Anesthesia Practice II 4

Advanced Evidence Application 3

Human Factors, Patient Safety, Ethics & Diversity in Anesthesia Practice 3

Total Credits = 10

Summer-Year 2

Anesthesia Capstone I- Project Design 3

Clinical Practicum for Anesthesia Practice III 4

Crisis & Trauma Management, Advanced Concepts in Anesthesia Practice 3
Total Credits = 10

Fall-Year 3
Clinical Practicum for Anesthesia Practice IV 4
Approaches to Scholarly Writing 2
Anesthesia Capstone II- Project Development 3
Total Credits = 9

Spring-Year 3
Clinical Practicum for Anesthesia Practice V 4
Anesthesia Capstone III- Project Implementation 3
Anesthesia Board Prep I 2
Total Credits = 9

Summer-Year 3
Clinical Practicum for Anesthesia Practice VI 4
Business and Leadership in Anesthesia 3
Anesthesia Board Prep II 2
Total Credits = 9

Program Total =101

c. **Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

Similar to Idaho State's DNP program, all students who are enrolled in the DNAP program will be required to complete a Capstone Project. The project will be completed over three semesters, guided by a doctoral-prepared CRNA faculty member, and designed to either improve anesthesia practice or address a problem in anesthesia practice. The students will apply the advanced knowledge and skills obtained throughout the program to complete all phases of the Capstone project: problem identification, review of the literature and other evidence, propose solution, implement and evaluate, and disseminate in both written and oral formats.

There will be an online component for some courses. The clinical component includes a minimum of 2,000 clinical hours as required by the COA. These hours are time spent delivering an anesthetic with a CRNA or physician anesthesiologist also assigned to the patient. In addition to clinical hours, the COA has minimum requirements for specific case types that must be completed by students. For example, all students must deliver an

anesthetic for a minimum of 75 intra-abdominal surgeries in order to graduate and sit for the NCE.

Simulation will be utilized in this program to reinforce the concepts taught in all of the principles of anesthesia courses as well as prior to performing skills on an actual patient.

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

a. Intended Learning Outcomes. List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do and value or appreciate as a result of completing the program.

The DNAP program prepares the students as leaders in advanced nursing to practice as CRNAs at the full scope of practice. Specific outcomes include:

- Apply the complex principles of anatomy, physiology, pathophysiology, pharmacology, chemistry, and physics related to the art and science of nurse anesthesia.
- Safely and skillfully administer a range of anesthetics for all patient populations and physiological conditions in urban and rural settings.
- Synthesize preoperative information from historical, physical, and testing data to develop a safe and evidence-based anesthetic plan.
- Utilize current evidence as a basis for clinical decision-making and to improve nurse anesthesia practices.
- Utilize ultrasound technology for regional anesthesia administration, invasive lines, and advanced patient assessment.
- Recognize and appropriately respond to anesthesia complications that occur during the perioperative and post-operative settings.
- Create a safe environment for patients and staff by minimizing the influence of human factors as well as inherent biases and by increasing situational awareness in all settings.
- Apply research and writing skills directed towards developing a solution to an anesthesia problem (Capstone Project).
- Demonstrate leadership abilities by completing a Capstone Project intended to improve anesthesia practice.
- Demonstrate effective communication skills to communicate with patients, healthcare colleagues, families, and members of the public.
- Provide evidence-based education on anesthetic concepts to patients, families, students-in-training, and groups within the community using adult learning best practices.
- Demonstrate leadership skills to navigate healthcare dilemmas and to advance the nurse anesthesia profession at local, state, and national levels.
- Identify the knowledge and tools needed to successfully run an anesthesia business.

17. Assessment plans.

a. Assessment Process. Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

Evaluation processes similar to the existing DNP Program will be used along with accreditation requirement assessments to assess the efficacy of the DNAP program. Students complete an evaluation of each course and instructor near the end of the course. Faculty receive the feedback and are expected to incorporate it into future course offerings. The evaluations are also used as part of annual faculty evaluations.

For clinical experiences, students are assigned to a qualified Preceptor who completes a student evaluation based on the outcomes of the clinical experience. The clinical faculty are required to make on-site visits each semester and use a standardized form that has evaluative criteria. Students and faculty also evaluate the Preceptor and clinical site. Students must pass a clinical experience prior to progressing to the next clinical experience. Accreditation criteria have clear expectations of the number and type of clinical experiences. The assessment and evaluation of this program will be managed by the Program Director.

The School of Nursing uses EBI-Skyfactor, an externally contracted company that provides a standardized evaluation allowing the School of Nursing to assess not only itself but also compare it to regional and national benchmarks. We'll ask the DNAP students to complete the EBI-Skyfactor survey to provide us with feedback on this program. The program will also reach out to the graduated students to obtain information on the successful completion of the certification and subsequent employment within 6 months of graduation.

In addition, the COA will require annual reports and will be visiting the program to ensure compliance with their standards.

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.

18. **Physical Facilities and Equipment:** Describe the provision for physical facilities and equipment.

    a. **Existing resources**. Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

    Initially, the program will be offered on the Meridian campus of ISU. Offering the program on the Pocatello campus is anticipated to occur during the second year of the program. The Meridian campus has classroom space that has synchronous capabilities. Additionally, the Meridian campus has the L.S. and Aline W. Skaggs Treasure Valley *Anatomy and Physiology Laboratories,* which will provide lab experiences for the DNAP students (see Appendix A). The Meridian campus also has a computer lab for students that has over 20 individual computer stations that can be used for studying and/or proctored exams. Additional spaces used by the Physician Assistant program have and will be used on-site on an as-needed basis. Student fees pay for the necessary equipment and supplies for the experience. An additional simulation partner exists at ICOM (Idaho College of Osteopathic Medicine). We have discussed the possibility of sharing simulation resources with ICOM, which neighbors our Meridian campus. ISU

professional fees would supplement this shared opportunity.

The DNAP students will also have full access to the Graduate School resources, counseling services, and student learning resources, as with all ISU graduate students.

b. Impact of new program. What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

The most significant impact on other programs will be with the DNP program, also housed within the School of Nursing. The School of Nursing faculty reviewed the proposal and approved it in the fall of 2023. The larger class sizes for the shared courses will be accommodated by faculty sharing these courses with other faculty, graduate teaching assistants, and/or adjunct faculty, who would be paid by the DNAP student fees and tuition.

The Meridian campus has adequate classroom space with the required learning and classroom technology. See the letter below from Dr. Gabriel Bargen, Executive Director of ISU-Meridian.

The library resources will need to be expanded to include subscriptions to commonly used CRNA journals and textbooks.

IT services, during initial implementation, will not require any additional resources.

c. Needed resources. List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

The only new resources that are needed include the Library and IT (see #19 below) and: L.S. and Aline W. Skaggs Treasure Valley *Anatomy and Physiology Laboratories.*

19. Library and Information Resources: Describe adequacy and availability of library and information resources.

a. Existing resources and impact of new program. Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

There will be new journal subscriptions and textbook purchases required to promote student success in the program. These include those listed below and have been reviewed by the Dean of the Library, Dr. Sandra Shrompshire:

AANA Journals:

1) Journal of Clinical Anesthesia
2) Regional Anesthesia and Pain Medicine
3) Anesthesia Patient Safety Foundation Newsletter (APSF)
4) AANA Journal

Textbooks:

1) Barash PG, Cullen BF, Stoelting RK, Cahalan MK, Stock MC, Ortega R, Sharar SR, Holt NF, eds. *Clinical Anesthesia*. 8th edition. Wolters Kluwer; 2017.
2) Chestnut DH, Wong CA, Tsen LC, Ngan Kee WD, Beilin Y, Mhyre JM, Bateman BT, eds. 6th edition. Elsevier; 2020.
3) Coté CJ, Lerman J, Anderson BJ. *Coté and Lerman's A Practice of Anesthesia for Infants and Children*. 6th edition. Elsevier; 2018.
4) Ehrenwerth J, Eisenkraft J, Berry J, eds. *Anesthesia Equipment: Principles and Applications*. 3rd edition. Elsevier; 2020.
5) Farag E, Mounir-Soliman L, Brown DL. *Brown's Atlas of Regional Anesthesia*. 6th edition. Elsevier; 2020.
6) Flood P, Rathmell JP, Urman RD, eds. *Stoelting's Pharmacology & Physiology in Anesthetic Practice*. 6th edition. Wolters Kluwer; 2021.
7) Foster SD, Callahan MF, eds. *A Professional Study and Resource Guide for the CRNA.* 2nd edition. American Association of Nurse Anesthetists; 2011.
8) Gropper MA, Cohen NH, Eriksson LI, Fleisher LA, Leslie K, Wiener-Kronish JP, eds. *Miller's Anesthesia* (Vols. 1-2). 9th edition. Elsevier; 2019.
9) Rosenblatt WH, Popescu WM. Master Techniques in Upper and Lower Airway Management. Wolters Kluwer (LWW); 2015.
10) Hall JE, Hall ME. *Guyton and Hall Textbook of Medical Physiology*. 14th edition. Elsevier; 2020.
11) Hines RL, Jones SB, eds. *Stoelting's Anesthesia and Co-existing Disease*. 8th edition. Elsevier; 2021.
12) Jaffe RA, Schmiesing CA, Golianu B. *Anesthesiologist's Manual of Surgical Procedures*. 6th ed. Wolters Kluwer; 2020.
13) Nagelhout JJ, Elisha S, Heiner JS, eds. *Nurse Anesthesia.* 7th edition. Elsevier; 2020.

b. Needed resources. What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

$4000 for the above textbooks used by students (12 texts, 2 copies of each)
Costs for journal subscriptions.

20. Faculty/Personnel resources

a. Needed resources. Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

Add staffing plan here:

Year 1- Program Director (PD) + 0.8 FTE Assistant Program Director (APD), adjunct faculty and administrative support

Year 2- PD + 0.8 FTE Assistant Program Director + 2 Instructors (0.8 each), adjunct faculty and administrative support

Year 3- PD + 0.8 FTE Assistant Program Director + 4 Instructors (0.8 each), adjunct faculty and administrative support

b. Existing resources. Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

There are 7 already existing courses in the DNP curriculum (20 credits) that will work for the DNAP curriculum. Also, the staff for the graduate nursing department will be able to assist the DNAP program until it is able to be adequately staffed. There are existing classroom and IT resources allocated for the DNAP program as well as the Treasure Valley Anatomy and Physiology Lab (see letters of support).

The Idaho State University Libraries are situated to support the CRNA program. We have Health Science Librarians to provide library instruction and support the research needs of the students and faculty associated with this program. The CRNA program will require an expansion of our current nursing collection. The requested anesthesia books and journals, as noted in the SBOE application, will be acquired to promote student success in this program. The School of Nursing will provide the funds needed to acquire these additional resources to establish the program and their future research needs. The library has sufficient physical space to accommodate student studying, document delivery services, and the digital infrastructure needed to support remote access and online learning. All of these services are available through the University Libraries' website, https://www.isu.edu/library/ (see Appendix D- Letter of Support).

c. Impact on existing programs. What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

Initially, the DNAP program will be small enough that the School of Nursing will be able to handle a few extra students, but within the first 3 years, the program will need to be fully staffed. By year 4, the program will more than cover its own costs.

d. Needed resources. List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

1.00 FTE Program Director
0.80 FTE Assistant Program Director
0.80 FTE Instructor
0.80 FTE Instructor
0.80 FTE Instructor
0.80 FTE Instructor

Adjunct Faculty
1.00 FTE Medical Assistant
1.00 FTE Simulation Technician

21. Revenue Sources

a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

No reallocation from existing state appropriated funds is necessary. Some existing faculty will be assisting with the teaching of the students in this new program (non-anesthesia-related courses).

b) **New appropriation**. If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

No new appropriation will be necessary from the State. The program will be funded by tuition and professional fees.

c) **Non-ongoing sources**:

i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

Not applicable

ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

Not applicable

d) **Student Fees**:

i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

This program will be assessing professional fees in accordance with SBOE policy. A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education certificate or degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing may be required. The included budget form demonstrates the costs associated with offering this program and demonstrates the cost above and beyond the normal resident and non-resident tuition rates.

ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

Total estimated cost to students to obtain this degree is $124,757
1. Estimated Tuition & Consolidated Mandatory Fees $53,146
2. Estimated Professional Fees $ 71,611

22. Using the excel **budget template** provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
  - see attached budget

- Include reallocation of existing personnel and resources and anticipated or requested new resources.
  - No reallocation from existing state appropriated funds is necessary. Some existing faculty will be assisting with the teaching of non-anesthesia-related courses.

- Second and third year estimates should be in constant dollars.
  - see attached budget

- Amounts should reconcile subsequent pages where budget explanations are provided.
  - see attached budget and narrative above

- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
  - Not applicable

- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).
  - There are no existing programs that will be discontinued to support this new program. The DNAP/CRNA program will be supported initially by institutional reserves and ultimately fully funded by tuition and professional fees. Should the DNAP/CRNA program have successive years of low enrollment a teach-out plan would be implemented and the program would be sunsetted.

ISU #2024-01 Doctor of Nursing Anesthesia Practice (DNAP)

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 2026		FY 2027		FY 2028		FY 2029	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	14	14	16	16	20	20	24	24
B. Shifting enrollments	0	0	14	14	30	30	36	36
Total Enrollment	14	14	30	30	50	50	60	60

II. REVENUE

	FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Institution Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Federal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. New Tuition Revenues from Increased Enrollments	$198,376.67	$0.00	$437,845.66	$0.00	$751,635.04	$0.00	$929,020.91	$0.00
5. Student Fees	$324,450.00	$0.00	$737,590.73	$0.00	$1,266,197.41	$0.00	$1,565,020.00	$0.00
6. Other (i.e #REF!	$49,638.96	$0.00	$106,369.20	$0.00	$177,282.00	$0.00	$212,738.40	$0.00
Total Revenue	$572,466	$0	$1,281,806	$0	$2,195,114	$0	$2,706,779	$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base.
One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

	FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	2.80	0.00	4.40	0.00	8.00	0.00	8.00	0.00
2. Faculty	306,000.00	0.00	587,180.00	0.00	876,795.40	0.00	903,099.26	0.00
3. Adjunct Faculty	75,000.00	0.00	40,000.00	0.00	20,000.00	0.00	20,000.00	0.00
4. Graduate/Undergrad Assistants	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5. Research Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6. Directors/Administrators reallocated	$30,000.00	$0.00	$30,900.00	$0.00	$151,827.00	$0.00	$156,381.81	$0.00
7. Administrative Support Personnel reallocated	$52,000.00	$0.00	$53,560.00	$0.00	$130,166.80	$0.00	$134,071.80	$0.00
8. Fringe Benefits	$144,987.00	$0.00	$231,947.36	$0.00	$414,873.38	$0.00	$427,261.38	$0.00
9. Other: _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Personnel and Costs	$607,987.00	$0.00	$943,587.36	$0.00	$1,593,662.58	$0.00	$1,640,814.26	$0.00

	FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	$6,000.00	$0.00	$12,000.00	$0.00	$18,000.00	$0.00	$18,000.00	$0.00
2. Professional Services	$25,000.00	$0.00	$25,000.00	$0.00	$75,000.00	$0.00	$125,000.00	$0.00
3. Other Services	$61,000.00	$0.00	$85,000.00	$0.00	$115,000.00	$0.00	$130,000.00	$0.00
4. Communications	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5. Materials and Supplies	$100,000.00	$0.00	$100,000.00	$0.00	$50,000.00	$100,000.00	$265,000.00	$0.00
6. Rentals	$0.00	$50,000.00	$0.00	$50,000.00	$0.00	$50,000.00	$0.00	$0.00
7. Materials & Goods for Manufacture & Resale	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8. Miscellaneous	$13,777.50	$875.00	$19,896.90	$875.00	$31,037.76	$2,625.00	$36,719.94	$0.00
Total Operating Expenditures	$205,778	$50,875	$241,897	$50,875	$289,038	$152,625	$574,720	$0

	FY 2026		FY 2027		FY 2028		FY 2029	
C. Capital Outlay	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Library Resources	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0

	FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

E. Other Costs	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
Utilites	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance & Repairs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Other Costs	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES:	$813,765	$50,875	$1,185,484	$50,875	$1,882,700	$152,625	$2,215,534	$0
Net Income (Deficit)	-$241,299	-$50,875	$96,321	-$50,875	$312,414	-$152,625	$491,245	$0

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using…"):

II.4	Tuition is increased every year by 3%
II.5	Student Fees are professional Fees increased by 3% per year
II.6	Other is the Consolidated Mandatory Fees, which includes the activity fee, IT fee, facilities fee, and eISU fee for students
III.B.8	On-going newly instituted Adminstrative Recovery Fee

Appendix A- Letter of Support 1

Idaho State University

December 18, 2023
Dr. Francis Gerbasi, CEO
Council on Accreditation of Nurse Anesthesia Educational Programs
10275 W. Higgins Rd., Suite 906
Rosemont IL 60018-5603

Dear Dr. Gerbasi

On behalf of Idaho State University, I am pleased to announce our intent to establish a CRNA program within the state of Idaho. We have an immediate need for Certified Registered Nurse Anesthesiologists in our Idaho communities and look forward to providing an exceptional educational experience as we strive to fill this urgent need. The program will be housed in our School of Nursing which has a 65-year history of innovation and excellence. The School currently produces doctors of nursing practice and houses the only nursing research PhD in the state of Idaho in addition to several other degree programs.

The full-time curriculum we have prepared has been designed to award a Doctor of Nurse Anesthesia Practice. There will be a focus on serving our rural Idaho communities by preparing CRNA's to fill the need for a full scope of anesthesia services. We anticipate a start date in the fall of 2025. The proposed program will be 3 years/9 semesters in length and we propose to initiate the program with 14 students, increasing the class size each year by 4 to a total of 22 students per class by the third year of the program.

The Program Administrator, who has been working closely with our Idaho State University health sciences leadership team during the development of this program, is Shad Westover DNAP, CRNA. Dr Westover has extensive experience in Idaho and understands the curricular needs of students as well as the workforce needs of the Idaho health care system.

Idaho State University is in full support of this program which fits perfectly with our mission of "Engaging students through learning and research opportunities that improve the intellectual vigor, cultural vitality, and health of our communities." The financial success of this program is a priority for us. We have prepared a program budget which we feel will enable the program to flourish. University reserves will be utilized during start-up and our budget models indicate program self-support and sustainability by year 3.

We look forward to working with you as we develop this program over the upcoming years.

Sincerely,

Kevin D. Satterlee
President, Idaho State University

Appendix B- Letter of Support 2

Idaho State University

December 18, 2023

Re: Meridian campus support for the CRNA program

To whom it may concern,

As Executive Director for the ISU Health Science Center in Meridian, I attest that our campus has adequate classroom space for both in class and simulation learning required for the Certified Registered Nurse Anesthetist (CRNA) program. The classrooms are equipped with the required learning and classroom technology. Additionally, our campus has on site staff that will be ready as needed to train and support the CRNA faculty regarding the use of the classrooms.

If there are questions or you would like more information regarding our learning space, please do not hesitate to contact me.

Sincerely,

Gabriel Bargen, PhD, CCC-A/SLP
Executive Director, ISU Health Science Center
Associate Professor of Audiology

Appendix C- Letter of Support 3

Sept 8, 2023

Good Afternoon Shad,

Thank you for your time reviewing the proposed DNAP curriculum with me today. Based on the information you have provided I feel confident that TVAPL will be able to support your curricular needs and assist with lab-based instruction. I look forward to collaborating with you as we work to develop and implement this exciting new program at ISU!

Best Wishes,
Noah
--

Noah Harper
Anatomist, Interim Lab Manager, Bioskills Lab Supervisor | Treasure Valley Anatomy & Physiology Laboratories
Sam and Aline Skaggs Health Sciences Center
Idaho State University- Meridian | Room 683F
1311 E. Central Dr. | Meridian, ID 83642
(208) 373-1828 office | (208) 221-8701 mobile | harpnoah@isu.edu
Website | Facebook | Twitter | LinkedIn

Idaho State University

Appendix D- Letter of Support 4

December 18, 2023
Dr. Francis Gerbasi, CEO
Council on Accreditation of Nurse Anesthesia Educational Programs
10275 W. Higgins Rd., Suite 906
Rosemont IL 60018-5603

Dear Dr. Gerbasi,

The Idaho State University Libraries are situated to support the CRNA/DNAP program. We have Health Science Librarians to provide library instruction and support the research needs of the students and faculty associated with this program.

The CRNA program will require an expansion of our current nursing collection. The requested anesthesia books and journals, as noted in the SBOE application, will be acquired to promote student success in this program. The School of Nursing will provide the funds needed to acquire these additional resources to establish the program and their future research needs.

The library has sufficient physical space to accommodate student studying, document delivery services, and the digital infrastructure needed to support remote access and online learning. All of these services are available through the University Libraries' website, https://www.isu.edu/library/.

We are excited to see a CRNA program in Idaho and contribute to their success!

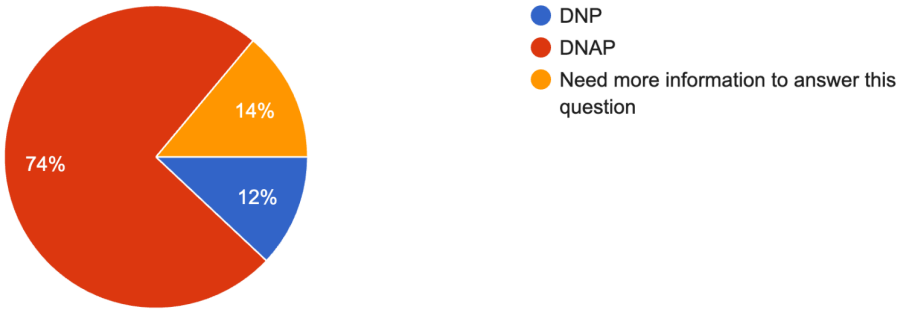
Sincerely,

Benjamin Bolin
Health Sciences Librarian
Head of Systems | University Libraries

Eli M. Oboler Library Building | Room 112D
850 S 9th Avenue | Pocatello, ID 83209
(208) 282-4582 | bolibenj@isu.edu

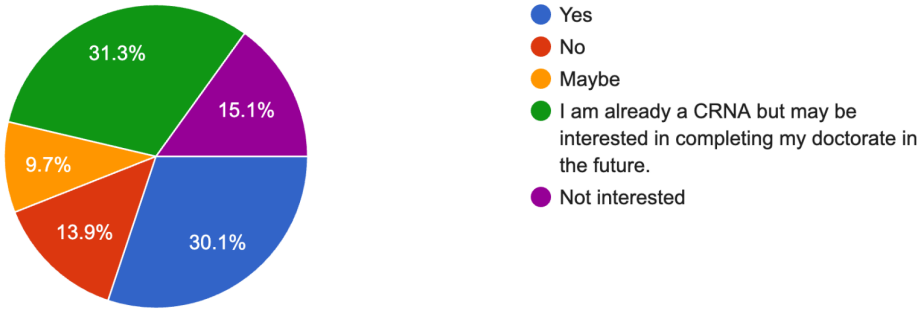
Appendix E- Survey Results 1

Would your preference be for a DNP or a DNAP program as described above?
258 responses



Appendix F- Survey Results 2

Are you potentially interested in attending a Nurse Anesthesia Program in the state of Idaho to become a Certified Registered Nurse Anesthesiologist (CRNA)?
259 responses



Doctor of Nurse Anesthesia Practice (DNAP) - Professional Program Fee Justification

The School of Nursing at Idaho State University proposes to establish a Professional Program Fee per Idaho State Board Policy Section: V Financial Affairs, Subsection: R. Establishment of Fees, 3.b,iii. Professional Program Fee.

This program will admit eligible baccalaureate-prepared Registered Nurses (RNs) who, upon completion of the program, will be awarded a Doctor of Nurse Anesthesia Practice Degree. This program was developed as a public-private partnership with West Idaho Anesthesia LLP. This rigorous program will emphasize real-world clinical practice and culminates in the writing and presentation of a capstone project which is designed to demonstrate program outcomes through the improvement of practice. After completing this program, these RNs will meet the qualifications for taking the National Certification Exam (NCE). Passing the NCE is required for licensure as a Certified Registered Nurse Anesthesiologist (CRNA). Currently, there is neither a public nor private CRNA program in the state of Idaho. This is a new program and does not replace any existing programs at ISU or any other institution in Idaho.

The professional fee would be initially established at $7,957 per semester for three semesters per year (Fall, Spring, & Summer). This professional fee would be charged to students in addition to ISU's traditional tuition and mandatory fees. The professional fee and traditional tuition are needed to cover the personnel costs of multiple instructors, a program director, and three other staff members to deliver the program. It is also necessary to cover the expensive simulation equipment, travel to clinical sites, faculty professional development, and consumable supplies. It is a requirement for all CRNA programs in the U.S. to be accredited by the Council on Accreditation of Nurse Anesthesia Educational Programs (COA).

The purpose of offering this program is to provide opportunities and access for RNs in the state of Idaho to become CRNAs. Currently, any RN in Idaho who wants to obtain this license has to leave the state to obtain the necessary education. Because of the major shortage of CRNAs across the state, some outpatient procedures have had to be canceled or delayed for long periods of time due to the lack of CRNAs. The ability for RNs to remain in Idaho to complete their education is a huge benefit not only for the students but for the general population. Being able to offer this program will have a significant positive impact on meeting the healthcare needs of the citizens in Idaho.

WORK SESSION
APRIL 17-18, 2024

TAB	DESCRIPTION	ACTION
A	**IRSA – STRATEGIC DISCUSSION OF BOARD POLICY III.Z. PLANNING AND DELIVERY OF POSTSECONDARY PROGRAMS AND COURSES**	Information Item
B	**BAHR – FY2025 TUITION AND FEES**	Action Item
C	**PPGA – ACCOUNTABILITY OVERSIGHT COMMITTEE REPORT**	Information Item

SUBJECT

Strategic Discussion of Board Policy III.Z., Planning and Delivery of Postsecondary Programs and Courses

REFERENCE

Jun/Aug 2003	The Board approved first and second readings of a new Board policy, III.Z. Delivery of Postsecondary Education, to guide planning and delivery of academic programs at the public postsecondary institutions.
Apr/Jun 2011	The Board approved first and second readings of proposed amendments to Board Policy III.Z., adding statewide program responsibilities and service region designations for the universities and Lewis-Clark State College.
Aug/Dec 2013	The Board approved first and second readings of proposed amendments to Board Policy III.Z., updating institutions' statewide responsibilities.
Oct/Dec 2016	The Board approved first and second readings of proposed amendments to Board Policy III.Z., updating institutions' statewide program responsibilities.
Dec 2017/Feb 2018	The Board approved first and second readings of proposed amendments to Board Policy III.Z., changing the planning timeframe from five years to three years.
Jun/Aug 2018	The Board approved first and second readings of proposed amendments to Board Policy III.Z., adding responsibilities for applied baccalaureate degrees to each region.
Jun/Aug 2020	The Board approved first and second readings of proposed amendments to Board Policy III.Z., changing the name of a statewide program listed for the University of Idaho.
Feb/Apr 2021	The Board approved first and second readings of proposed amendments to Board Policy III.Z., adding new definitions for high-demand and joint programs, as well as significant revisions to collaboration requirements.
Oct/Dec 2022	The Board approved first and second readings of proposed amendments to Board Policy III.Z., describing a set of minimum criteria by which the Board will evaluate proposals by the universities to offer new associate degrees and proposals by the community colleges to offer applied baccalaureate degrees.
Aug/Oct 2023	The Board approved first and second readings of Board Policy III.Z., exempting prison education from the policy.

Feb 2024	The Board discussed findings and recommendations from the Policy III.Z. Working Group.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.Z. and Section III.G.
Idaho Code §§ 33-113, 33-123, 33-2101

BACKGROUND/DISCUSSION

Board Policy III.Z Planning and Delivery of Postsecondary Programs and Courses was originally adopted by the Board in August 2003, to "ensure Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment, collaboration and coordination of programs." The policy aimed to "optimize the delivery of academic programs while allowing the institutions to grow and develop consistent with an appropriate alignment of strengths and sharing of resources." The policy provided a critical framework to support the Board in meeting its constitutional and statutory oversight responsibilities by requiring appropriate levels of planning and accountability of postsecondary educational programming.

In Fall 2023, the Board President established a Working Group comprised of four Board members to closely examine Board Policy III.Z. and determine if further amendments should be made to the policy, particularly related to Designated Service Regions and Statewide Program Responsibilities.

Based on feedback from the institutions and input from Board staff, the Working Group brough a set of recommendations related to Board Policy III.Z. to the full Board for a Work Session discussion at the February 2024 Board meeting. At the conclusion of this Work Session, the Board directed staff to work with the eight institutions to revise Policy III.Z. to meet the following objectives: a) maintain access and affordability, and b) incentivize system-supporting behavior. The Board also directed that the policy should accomplish the following:

- Institutionalize a managed-competition approach
- Allow for effective implementation
- Be based upon mission areas with coordination responsibility
- Ensure timely response to emergent needs
- Address Baccalaureate of Applied Science degrees at community colleges and Associate degrees at the 4-year institutions
- Reward innovation
- Retain designated service regions

Additionally, the Board charged staff to develop a "High Demand Program Advisory Group."

On April 10, the members of the Council on Academic Affairs and Programs met face-to-face in Boise for a day-long discussion about Policy III.Z, the Working Group recommendations, and the charge from the February Work Session.

IMPACT

The Work Session will allow for staff to update the Board on progress toward the charge given at the February Board meeting and discuss outcomes from the April 10 face-to-face CAAP meeting.

ATTACHMENTS

None

STAFF COMMENTS AND RECOMMENDATIONS

Staff will provide an update on progress-to-date during the Work Session.

BOARD ACTION

This item is for informational purposes only.

COLLEGE AND UNIVERSITIES

SUBJECT

FY 2025 Student Tuition and Fee Rates (Academic Year 2024-2025)

REFERENCE

December 2014	Board approved second reading for V.R. Policies regarding online program fees, clarifying the Technology Fee, adding Dual Credit and Summer Bridge Program fees, and revising special course fees.
December 2015	Board approved second reading for V.R. Policies regarding in-service teacher fees, clarifying online program fees, and adding Independent Study in Idaho fee.
April 2016	Board approved second reading for V.R. Policies eliminating requirement to obtain professional licensure prior to practicing a given profession as a prerequisite for establishing a professional fee for an academic professional program.
February 2020	Board approved updated list of peer institutions for University of Idaho, Boise State University, Idaho State University and Lewis-Clark State College.
April 16, 2020	Board approved FY 2021 Student Tuition and Fee Rates including waiver of Board Policy III.Y. on campus dual credit fee requirement.
April 2021	Board approved second reading for Board Policy V.R. Policies regarding transparency and simplicity of tuition and fee structure.
May 17, 2021	Board approved FY 2022 Student Tuition and Fee Rates including waiver of Board Policy III.Y. on campus dual credit fee requirement.
February 2022	Board approved second reading for Board Policy V.R. Policies regarding transparency and simplicity of tuition and fee structure including an opt-out portion of fees.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Sections III.Y. and V.R. Idaho Code § 33-3717A

BACKGROUND/DISCUSSION

Board Policy V.R. defines fees, the process to change fees, and establishes the approval level required for the various student fees (Chief Executive Officer or the Board). The policy provides in part:

> "The Board may consider factors such as how tuition and fees compare to tuition and fees at peer institutions, how percent increases compared to inflationary factors, how tuition and fees are represented as a percent of per

capita income and/or household income, and what share students pay of their education costs. Other criteria may be evaluated as is deemed appropriate."

Per board policy, Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), and Lewis-Clark State College (LCSC) notified students of proposed fee increases and conducted public hearings. Their respective presidents are now recommending to the Board student tuition and fee rates for FY 2025.

Reference Documents

Attachment 1 displays information showing the decline in the percentage of the General Fund allocated to the College and Universities over the last 24 years compared to other state budgeted programs.

Attachment 2 shows the percentage of total appropriation for General Fund, Higher Education Stabilization Funds (HESF), endowment funds, and tuition and fees since 1980.

Attachment 3 compares the WICHE average tuition and fees by Carnegie classification to the Idaho institutions for fiscal years 2023-24, 2022-23, 2018-19 and 2013-14 for undergraduate/graduate and resident/nonresident students.

Attachment 4 shows a summary of FY 2025 annual requested tuition and fees.

Staff has prepared charts similar to those included in each institution's tab by aggregating the data for the 4-year institutions. The charts are described below:

Attachment 5 – Cost of Attending College vs. Per Capita Income

The purpose of this chart is to show the increasing cost to attend college (student fees, books and supplies, room and board, personal expenses, and transportation) compared to the per capita income from 2013 to 2024. Each institution has a chart showing similar information. The "cost" of attendance reflects full tuition and fees, which differs from the actual "price" of attendance which would reflect cost net of tuition discounts through financial aid and scholarships.

The average cost to attend Idaho's 4-year institutions has grown from $18,567 in 2013 to $23,250 in 2023, or 25%, while the Idaho per capita income has increased from $35,335 to $57,894, or 64%. The increases in the cost to attend college from 2013 to 2023 are as follows:

Tuition and Fees	34%
Books and Supplies	-9%
Room and Board	41%
Personal and Transportation *	1%
Total Cost to Attend	25%

* Boise State University moved some personal and transportation costs to room and board in FY 2017.

Attachment 6: Cost to Deliver College
The purpose of this chart is to show the costs to deliver college to resident undergraduate students, changes in student enrollment, and cost per student full time equivalent (FTE.) The increases in the cost to deliver college (by major expenditure functional categories) from 2013 to 2023 are as follows:

Instruction	22%
Academic Support	66%
Student Services	40%
Library Services	0%
Athletics and Auxiliaries	21%
Plant and Depreciation	34%
Institutional Support	94%
Financial Aid	63%
Total Increase in Cost to Deliver College	36%

At the same time, student FTE (horizontal red line page 14) has decreased by 7.4%. Short-term fluctuations in FTE will result in fluctuations in the cost per FTE as the former is the denominator of the calculation. Put in constant dollars, the 10-year changes (blue line) are shown below.

	Cost of College	Student FTE
BSU	17%	9%
ISU	-1%	-22%
UI	-7%	-18%
LCSC	-5%	-17%

Below is a history of the increases in the Cost to Deliver College for the last five years.

	BSU	ISU	UI	LCSC
FY 2023	12.0%	16.0%	9.0%	14.0%
FY 2022	3.0%	5.0%	3.0%	-2.0%
FY 2021	0.0%	0.0%	-10.0%	1.0%
FY 2020	1.0%	5.0%	8.0%	-1.0%
FY 2019	0.0%	0.0%	6.0%	4.0%
FY 2018	2.0%	5.0%	6.0%	1.0%

Attachment 7: Resident Tuition and Fees, Consumer Price Index (CPI), Per Capita Income, and Average Annual Wage

The purpose of this chart is to show the annual percentage increase from 2011 to 2023 for resident tuition and fees, CPI, Idaho Per Capita Income, and Idaho Average Annual Wage. As the chart indicates, historically, when per capita income and annual wages have increased at a higher rate than the previous year, fees have correspondingly increased at a lesser rate. The opposite is also true, when income and wages have increased at a slower rate than the previous year, fees have correspondingly increased at a faster rate.

Attachment 8: Average CU Full-time Resident Fees as a % of Per Capita Income
The purpose of this chart is to show the percentage the sticker price for Idaho resident students is to the Idaho per capita income. The rate has grown from 5.1% in 1981 to 13.7% in 2023.

Attachment 9: Percentage of CU Total Appropriation by Source
The purpose of this chart is to show the percentage of the total appropriation for the College and Universities from state General Fund, Student Fees, and Endowment funds. The impact of two consecutive years of holding tuition flat is demonstrable.

Attachment 10: Tuition/Fee Waivers and Discounts
The purpose of this report is to show the dollar value of tuition and fee waivers granted by each institution along with the Board policy section authorizing each type of waiver. The report also includes discounted fees that are used in lieu of tuition such as staff, spouse, dependent, and senior citizen fees, which are not waivers.

The chart shows the amount of discounts and waivers as a percentage of gross student fees.

Institution Fee Proposals
The detailed fee proposals for each institution are contained in separate tabs (LCSC, UI, BSU and ISU), and each section includes the following:

- Narrative justification of the fee increase request and planned uses of the additional revenue.
- Schedule detailing the tuition and fee changes.
- Schedule displaying a 4-year history of Board-approved fees and the FY 2025 requested fees.
- The same charts as found on pages 13-15 (and described above) at a disaggregated, institution specific level:
  - Chart: Cost of Attending College vs. Per Capita Income
  - Chart: Cost to Deliver College and Cost to Deliver Per Student FTE

- Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage

- Chart showing comparison of institution tuition and fees to peer averages with and without aspirational peers. National data was not available at time of agenda preparation, so these charts are similar to previous year.

IMPACT

Full-time resident tuition and fee increases being requested by the institutions for FY 2025 (academic year 2024-2025) are as follows (in the order they will be presented):

	FY24	FY25	% Inc.
Boise State University	$8,782	$9,048	3.0%
Idaho State University	$8,356	$8,610	3.0%
Lewis-Clark State College	$7,388	$7,610	3.0%
University of Idaho	$8,816	$9,084	3.0%

STAFF COMMENTS

For FY 2020-2022, the presidents of Idaho's four-year higher education institutions committed to not seek tuition increases for resident undergraduate students. In FY 2023, each institution requested an increase to its Consolidated Mandatory Fee. In FY 2024, the institutions requested an increase of around 5%. This year the institutions were directed to include a fee request for resident undergraduate students of not more than 3%.

In addition to setting the FY 2025 annual undergraduate resident and nonresident tuition rates, the proposed Board action includes approval by the Board of all other tuition and fees set forth in the institutions' tuition and fees worksheets. This may include an increase of professional, self-support, and/or online program fees previously set by the Board.

BOARD ACTION

See following pages

BOISE STATE UNIVERSITY:
I move to approve the FY 2025 annual undergraduate full-time resident tuition at Boise State University in the amount of _____, the consolidated mandatory fee in the amount of _____, and the annual undergraduate full-time nonresident tuition and fees in the amount of _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve all other fees set forth in the FY 2025 Boise State University tuition and fees worksheet as reported in Attachment _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

IDAHO STATE UNIVERSITY:
I move to approve the FY 2025 annual undergraduate full-time resident tuition at Idaho State University in the amount of _____, the consolidated mandatory fee in the amount of _____, and the annual undergraduate full-time nonresident tuition and fees in the amount of _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve all other fees set forth in the FY 2025 Idaho State University tuition and fees worksheet as reported in Attachment _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

LEWIS-CLARK STATE COLLEGE:
I move to approve the FY 2025 annual undergraduate full-time resident tuition at Lewis-Clark State College in the amount of _____, the consolidated mandatory fee in the amount of _____, and the annual undergraduate full-time nonresident tuition and fees in the amount of _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve all other fees set forth in the FY 2025 Lewis-Clark State College tuition and fees worksheet as reported in Attachment _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

UNIVERSITY OF IDAHO:
I move to approve the FY 2025 annual undergraduate full-time resident tuition at University of Idaho in the amount of _____, the consolidated mandatory fee in the amount of _____, and the annual undergraduate full-time nonresident tuition and fees in the amount of _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve all other fees set forth in the FY 2025 University of Idaho tuition and fees worksheet as reported in Attachment _____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Dual Credit Fee
I move to set the statewide dual credit fee at $75 per credit for courses delivered through a secondary school, including courses taught online using instructional staff hired by the high school or the Idaho Digital Learning Academy, for fiscal year 2025.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Transcript Fee
I move to set the statewide transcript fee at $10 per credit for fiscal year 2025 for students enrolled in a qualified Workforce Training course where the student elects to receive credit.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Summer Bridge Program Fee
I move to set the statewide summer bridge program fee at $65 per credit for fiscal year 2025 for students admitted into a summer bridge program at an institution the summer immediately following graduation from high school and enrolling in pre-determined college-level courses at the same institution the fall semester of the same year.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Twenty-Two Year History of General Fund

Original Appropriations: FY 2004 to FY 2025

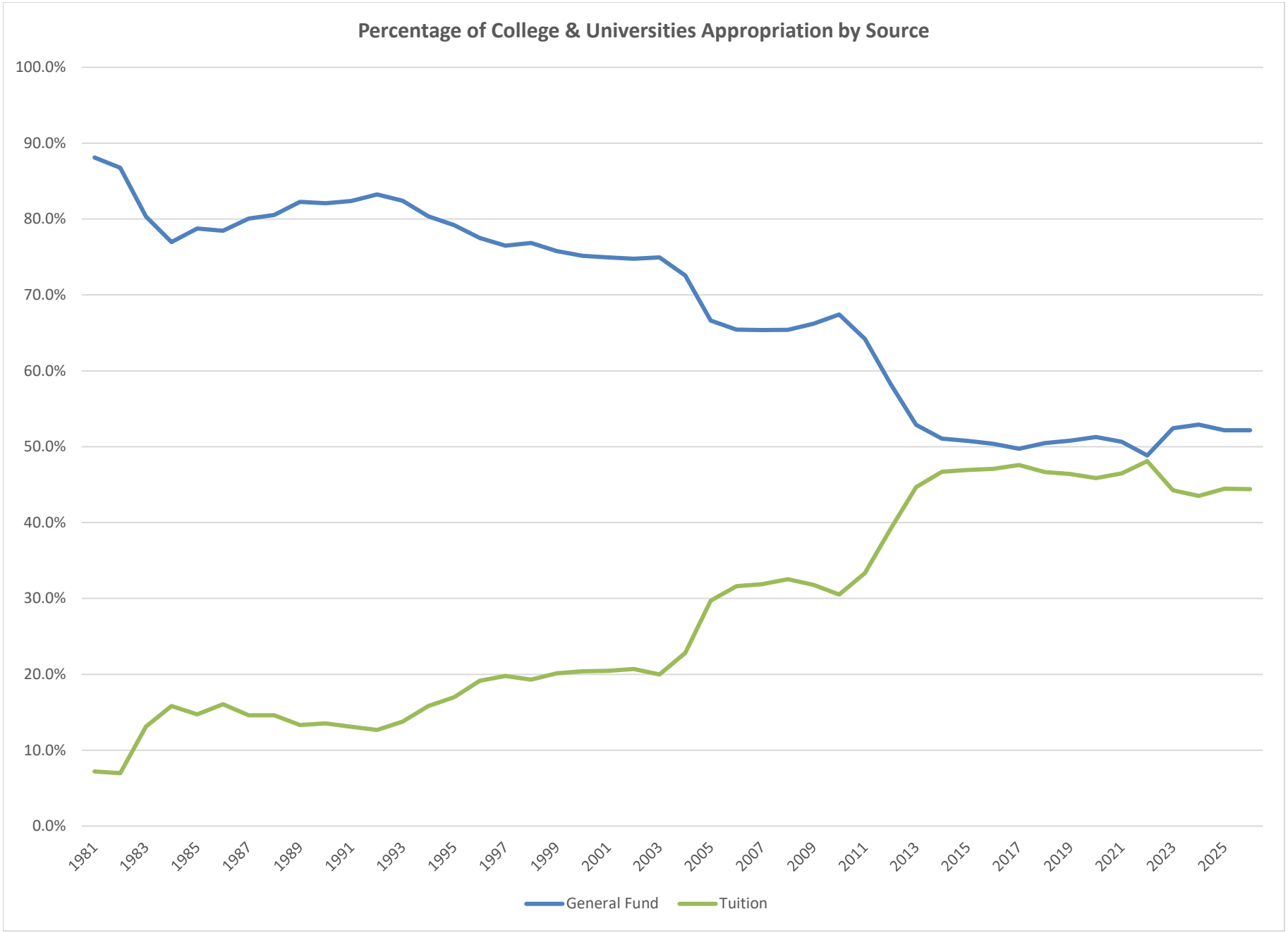
Millions of Dollars

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total Gen Fund
2025	$2,651.9	$365.1	$306.1	$3,323.1	$1,141.8	$382.5	$419.5	$5,266.9
2024	$2,698.8	$353.9	$294.6	$3,347.4	$1,070.6	$370.3	$392.6	$5,181.0
2023	$2,318.1	$338.1	$249.5	$2,905.7	$1,024.5	$345.4	$348.8	$4,624.5
2022	$2,060.1	$313.1	$240.3	$2,613.5	$947.4	$326.5	$335.2	$4,222.6
2021	$1,985.5	$307.1	$228.1	$2,520.7	$901.9	$323.6	$316.0	$4,062.1
2020	$1,898.4	$306.0	$222.6	$2,427.1	$865.3	$292.7	$325.3	$3,910.4
2019	$1,785.3	$295.8	$214.3	$2,295.3	$765.2	$282.5	$309.6	$3,652.7
2018	$1,685.3	$287.1	$198.9	$2,171.2	$706.1	$262.1	$311.1	$3,450.6
2017	$1,584.7	$279.5	$187.5	$2,051.7	$677.1	$256.2	$288.0	$3,273.0
2016	$1,475.8	$258.8	$169.7	$1,904.3	$649.5	$247.4	$270.7	$3,071.9
2015	$1,374.6	$251.2	$153.7	$1,779.5	$637.3	$243.3	$276.0	$2,936.1
2014	$1,308.4	$236.5	$143.0	$1,687.9	$616.8	$218.3	$258.0	$2,781.0
2013	$1,279.8	$228.0	$138.0	$1,645.7	$610.2	$205.5	$240.7	$2,702.1
2012	$1,223.6	$209.8	$128.3	$1,561.7	$564.8	$193.1	$209.3	$2,529.0
2011	$1,214.3	$217.5	$129.9	$1,561.7	$436.3	$180.7	$205.1	$2,383.8
2010	$1,231.4	$253.3	$141.2	$1,625.8	$462.3	$186.8	$231.7	$2,506.6
2009	$1,418.5	$285.2	$175.1	$1,878.8	$587.3	$215.9	$277.3	$2,959.3
2008	$1,367.4	$264.2	$166.2	$1,797.7	$544.8	$201.2	$276.9	$2,820.7
2007	$1,291.6	$243.7	$148.4	$1,683.7	$502.4	$178.0	$229.7	$2,593.7
2006	$987.1	$228.9	$141.8	$1,357.9	$457.7	$152.2	$213.2	$2,180.9
2005	$964.7	$223.4	$138.3	$1,326.3	$407.6	$142.8	$205.5	$2,082.1
2004	$943.0	$218.0	$131.3	$1,292.3	$375.8	$140.6	$195.3	$2,004.1

Percentage of Total

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total
2025	50.4%	6.9%	5.8%	63.1%	21.7%	7.3%	8.0%	100%
2024	52.1%	6.8%	5.7%	64.6%	20.7%	7.1%	7.6%	100%
2023	50.1%	7.3%	5.4%	62.8%	22.2%	7.5%	7.5%	100%
2022	48.8%	7.4%	5.7%	61.9%	22.4%	7.7%	7.9%	100%
2021	48.9%	7.6%	5.6%	62.1%	22.2%	8.0%	7.8%	100%
2020	48.5%	7.8%	5.7%	62.1%	22.1%	7.5%	8.3%	100%
2019	48.9%	8.1%	5.9%	62.8%	20.9%	7.7%	8.5%	100%
2018	48.8%	8.3%	5.8%	62.9%	20.5%	7.6%	9.0%	100%
2017	48.4%	8.5%	5.7%	62.7%	20.7%	7.8%	8.8%	100%
2016	48.0%	8.4%	5.5%	62.0%	21.1%	8.1%	8.8%	100%
2015	46.8%	8.6%	5.2%	60.6%	21.7%	8.3%	9.4%	100%
2014	47.0%	8.5%	5.1%	60.7%	22.2%	7.8%	9.3%	100%
2013	47.4%	8.4%	5.1%	60.9%	22.6%	7.6%	8.9%	100%
2012	48.4%	8.3%	5.1%	61.8%	22.3%	7.6%	8.3%	100%
2011	50.9%	9.1%	5.5%	65.5%	18.3%	7.6%	8.6%	100%
2010	49.1%	10.1%	5.6%	64.9%	18.4%	7.5%	9.2%	100%
2009	47.9%	9.6%	5.9%	63.5%	19.8%	7.3%	9.4%	100%
2008	48.5%	9.4%	5.9%	63.7%	19.3%	7.1%	9.8%	100%
2007	49.8%	9.4%	5.7%	64.9%	19.4%	6.9%	8.9%	100%
2006	45.3%	10.5%	6.5%	62.3%	21.0%	7.0%	9.8%	100%
2005	46.3%	10.7%	6.6%	63.7%	19.6%	6.9%	9.9%	100%
2004	47.1%	10.9%	6.6%	64.5%	18.8%	7.0%	9.7%	100%

2010* Moved Deaf/Blind Services from "Other Education" to "Public Schools"; Historical Society and Libraries to "All Other Agencies".
2007* Adjusted for H1 of 2006 Special Session which increased Public Schools General Fund by $250,645,700.


Percentage of College & Universities Appropriation by Source
100.0%
90.0%
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
1981
1983
1985
1987
1989
1991
1993
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1997
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2001
2003
2005
2007
2009
2011
2013
2015
2017
2019
2021
2023
2025
General Fund
Tuition

College and Universities

Tuition and Fees by Carnegie Classification

Undergraduate Fees

Institution	Classification	Resident 2023-24	Resident 2022-23	Resident 2018-19	Resident 2013-14	Non-Resident 2023-24	Non-Resident 2022-23	Non-Resident 2018-19	Non-Resident 2013-14
WICHE Average	Higher Research Activity	9,296	9,018	8,268	7,177	23,309	22,813	21,452	18,123
University of Idaho	Higher Research Activity	8,816	8,396	7,864	6,524	28,052	27,632	25,500	19,600
Percentage of WICHE Average		95%	93%	95%	91%	120%	121%	119%	108%
Boise State University *	Higher Research Activity	8,782	8,364	7,694	6,292	26,976	25,701	23,776	18,892
Percentage of WICHE Average		94%	93%	93%	88%	116%	113%	111%	104%
Idaho State University *	Higher Research Activity	8,356	7,958	7,420	6,344	27,466	25,935	22,940	18,676
Percentage of WICHE Average		90%	88%	90%	88%	118%	114%	107%	103%
WICHE Average	Baccalaureate Colleges	6,830	6,602	6,011	5,160	17,058	16,465	15,484	13,366
Lewis-Clark State College	Baccalaureate Colleges	7,388	6,996	6,618	5,784	21,386	20,252	19,236	16,096
Percentage of WICHE Average		108%	106%	110%	112%	125%	123%	124%	120%

Graduate Fees

Institution	Classification Classification	Resident 2023-24	Resident 2022-23	Resident 2018-19	Resident 2013-14	Non-Resident 2023-24	Non-Resident 2022-23	Non-Resident 2018-19	Non-Resident 2013-14
WICHE Average	Higher Research Activity	11,137	10,849	9,837	8,569	23,840	23,423	21,752	18,776
University of Idaho	Higher Research Activity	10,548	9,968	9,352	7,586	29,784	29,204	26,988	20,662
Percentage of WICHE Average		95%	92%	95%	89%	125%	125%	124%	110%
Boise State University	Higher Research Activity	10,486	10,068	9,194	7,432	28,605	27,405	25,276	20,032
Percentage of WICHE Average		94%	93%	93%	87%	120%	117%	116%	107%
Idaho State University	Higher Research Activity	11,268	10,630	9,376	7,472	30,152	28,608	24,896	19,804
Percentage of WICHE Average		101%	98%	95%	87%	126%	122%	114%	105%
WICHE Average	Baccalaureate Colleges	10,900	9,417	9,318	8,312	21,748	19,242	18,314	17,898
Lewis-Clark State College	Baccalaureate Colleges	9,932	9,406	--	--	24,560	23,258	--	--
Percentage of WICHE Average		91%	100%	--	--	113%	121%	--	--

* Carnegie Classifications were updated in 2018. BSU and ISU are now classified as "Higher Research Activity" along with UI.

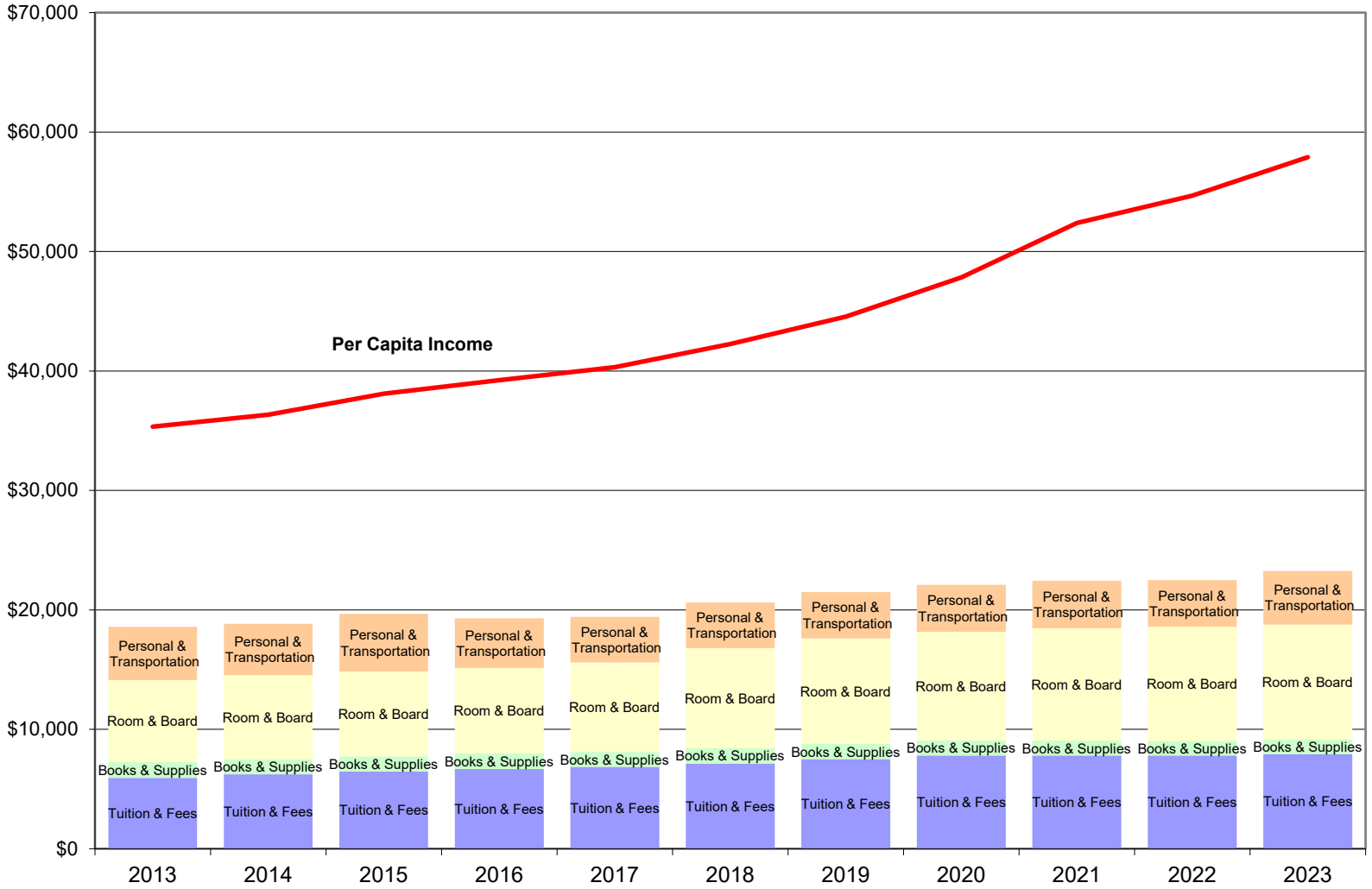
Colleges & Universities

Summary of FY 2025 Annual Student Tuition & Fees - As Requested

Board Meeting: April 18, 2024

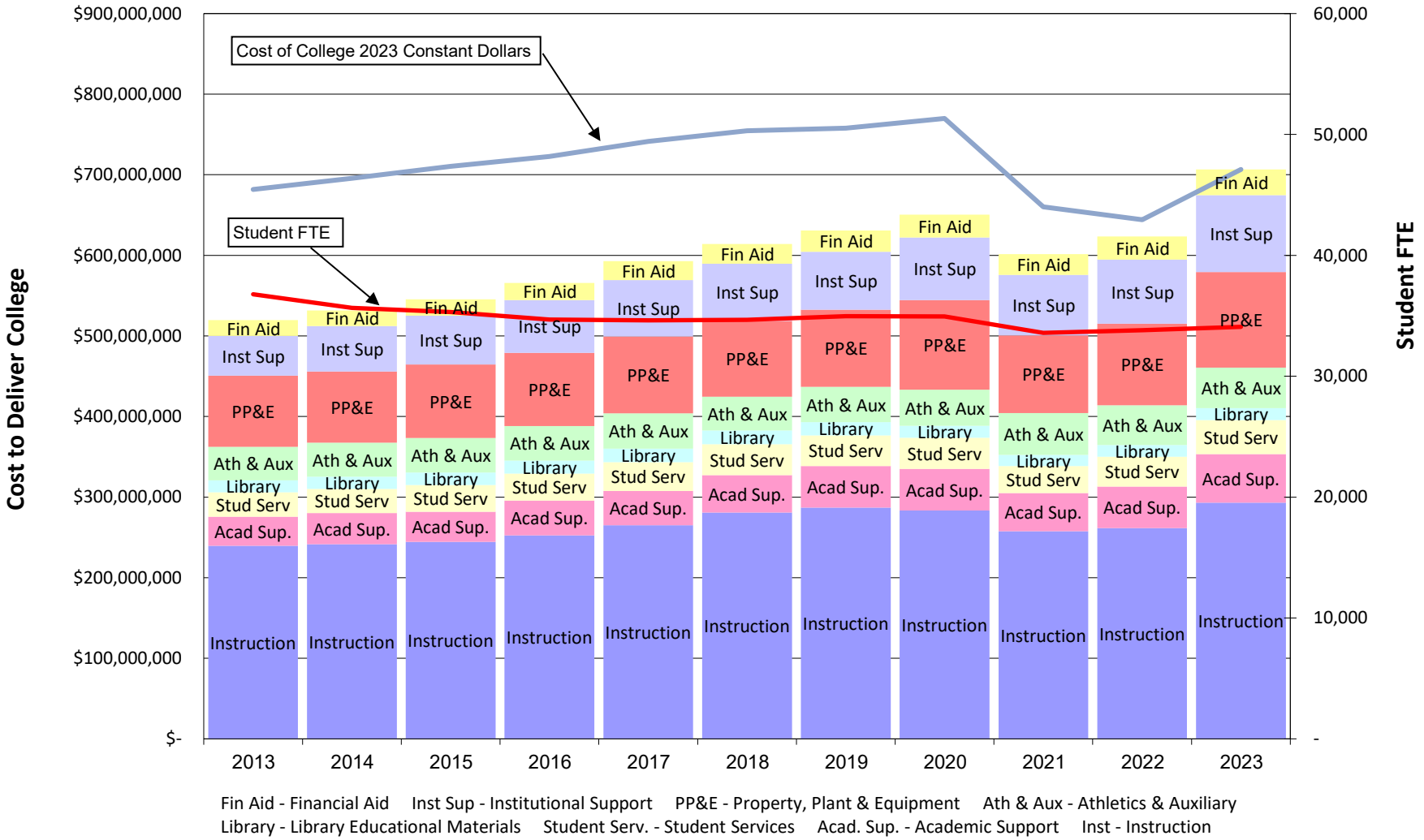
	Institution	FY 2024	Requested Increases Amount	Requested Increases % Incr	Total Requested FY 2025
1	**Full-time Tuition & Fees:**				
2	**Resident Tuition and Fees:**				
3	Undergraduate:				
4	Boise State University	$8,782.00	$266.00	3.0%	$9,048.00
5	Idaho State University	$8,356.00	$254.00	3.0%	$8,610.00
6	University of Idaho	$8,816.00	$268.00	3.0%	$9,084.00
7	Lewis Clark State College	$7,388.00	$222.00	3.0%	$7,610.00
8	Average 4 year institutions	$8,335.50			$8,588.00
9	Graduate:				
10	Boise State University	$10,486.00	$317.12	3.0%	$10,803.12
11	Idaho State University	$11,268.00	$254.00	2.3%	$11,522.00
12	University of Idaho	$10,548.00	$268.00	2.5%	$10,816.00
13	Lewis Clark State College	$9,932.00	$298.00	3.0%	$10,230.00
14	Average Graduate	$10,558.50			$10,842.78
15	**Nonresident Tuition and Fees:**				
16	Undergraduate	(includes the tuition and fees paid by resident students)			
17	Boise State University	$26,976.00	$812.00	3.0%	$27,788.00
18	Idaho State University	$27,466.00	$254.00	0.9%	$27,720.00
19	University of Idaho	$28,052.00	$268.00	1.0%	$28,320.00
20	Lewis Clark State College	$21,386.00	$642.00	3.0%	$22,028.00
21	Average 4 year institutions	$25,970.00			$26,464.00
22					
23	**Part-time Credit Hour Tuition & Fees:**				
24	**Resident Fees: (per credit hour)**				
25	Undergraduate:				
26	Boise State University	$399.43	$12.13	3.0%	$411.56
27	Idaho State University	$426.75	$13.00	3.0%	$439.75
28	University of Idaho	$441.00	$13.00	2.9%	$454.00
29	Lewis Clark State College	$378.00	$11.00	2.9%	$389.00
30	In-Service Teacher Fee	$138.00	$4.00	2.9%	$142.00
31					
32	Graduate:	(In addition to resident undergraduate fees)			
33	Boise State University	$510.43	$15.46	3.0%	$525.89
34	Idaho State University	$564.00	$13.00	2.3%	$577.00
35	University of Idaho	$586.00	$15.00	2.6%	$601.00
36	Lewis Clark State College	$496.00	$14.00	2.8%	$510.00
37	In-Service Teacher Fee	$180.00	$5.00	2.8%	$185.00
38					
39	**Nonresident Tuition and Fees:**				
40	Pt Time Nonresident Cr Hr Tuition	(includes the tuition and fees paid by resident students)			
41	Boise State University	$830.43	$25.06	3.0%	$855.49
42	Idaho State University	$858.00	$181.75	21.2%	$1,039.75
43	University of Idaho	$1,403.00	$13.00	0.9%	$1,416.00
44	Lewis-Clark State College	No Fee	No Fee	No Fee	No Fee

Cost of Attending College vs. Per Capita Income
Idaho 4-year Institutions

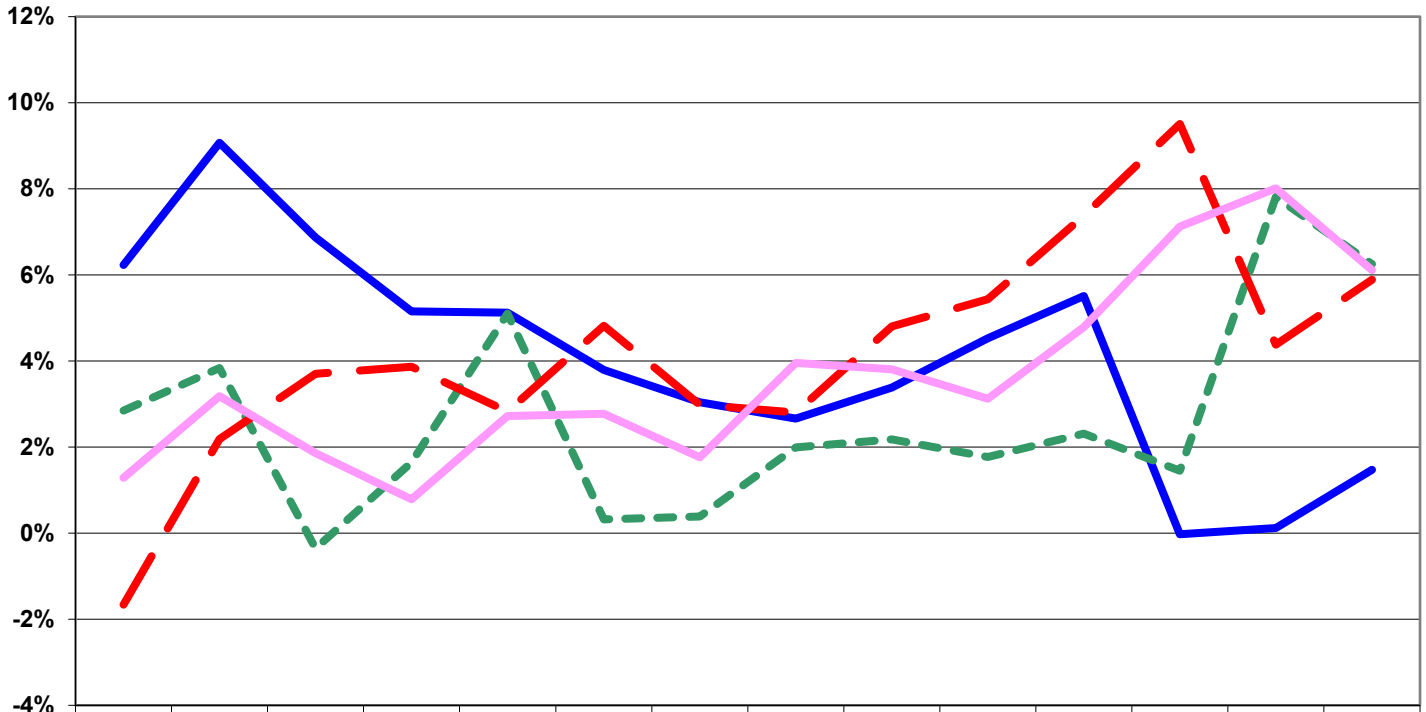


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Idaho 4-year Institutions

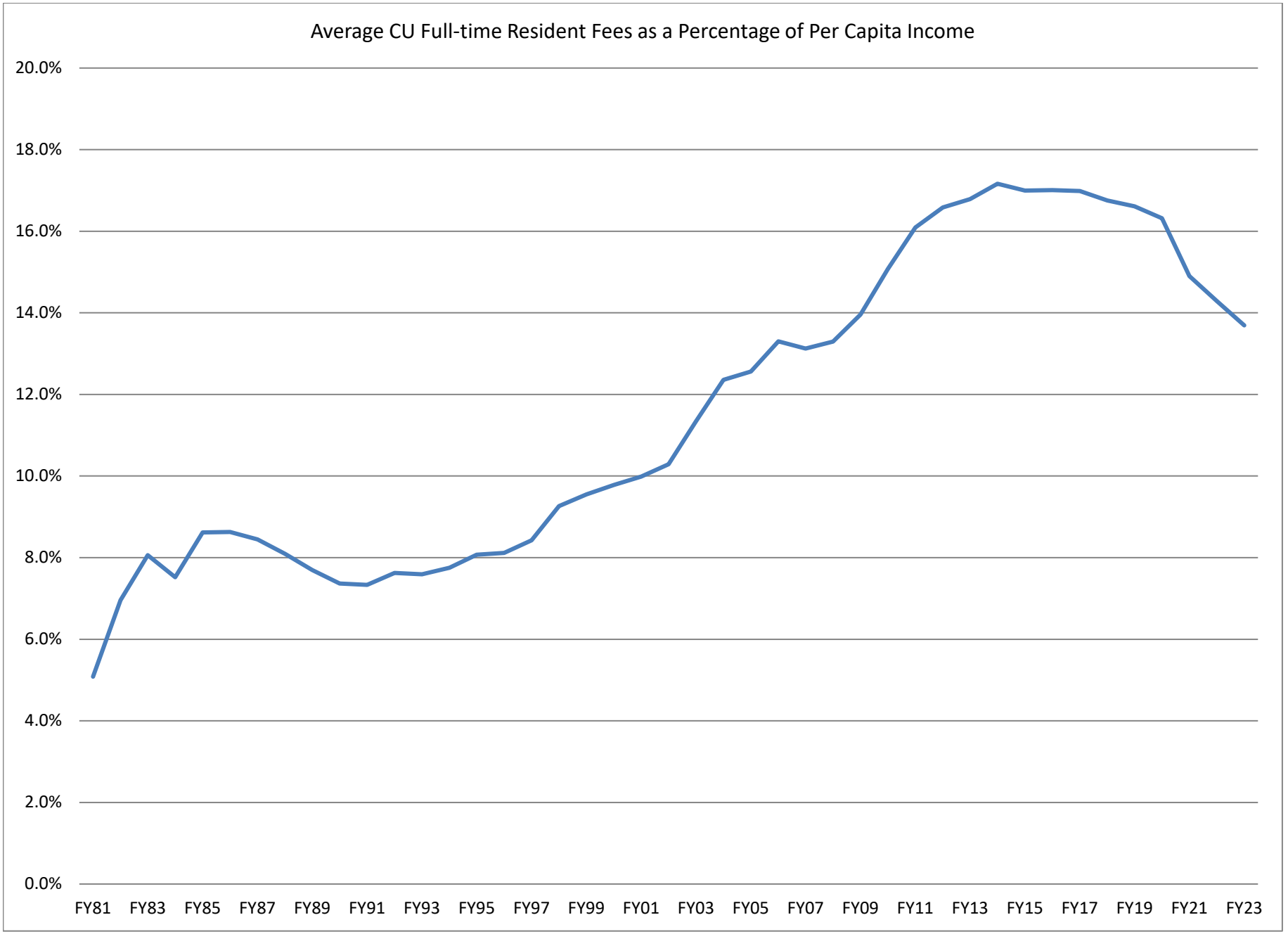


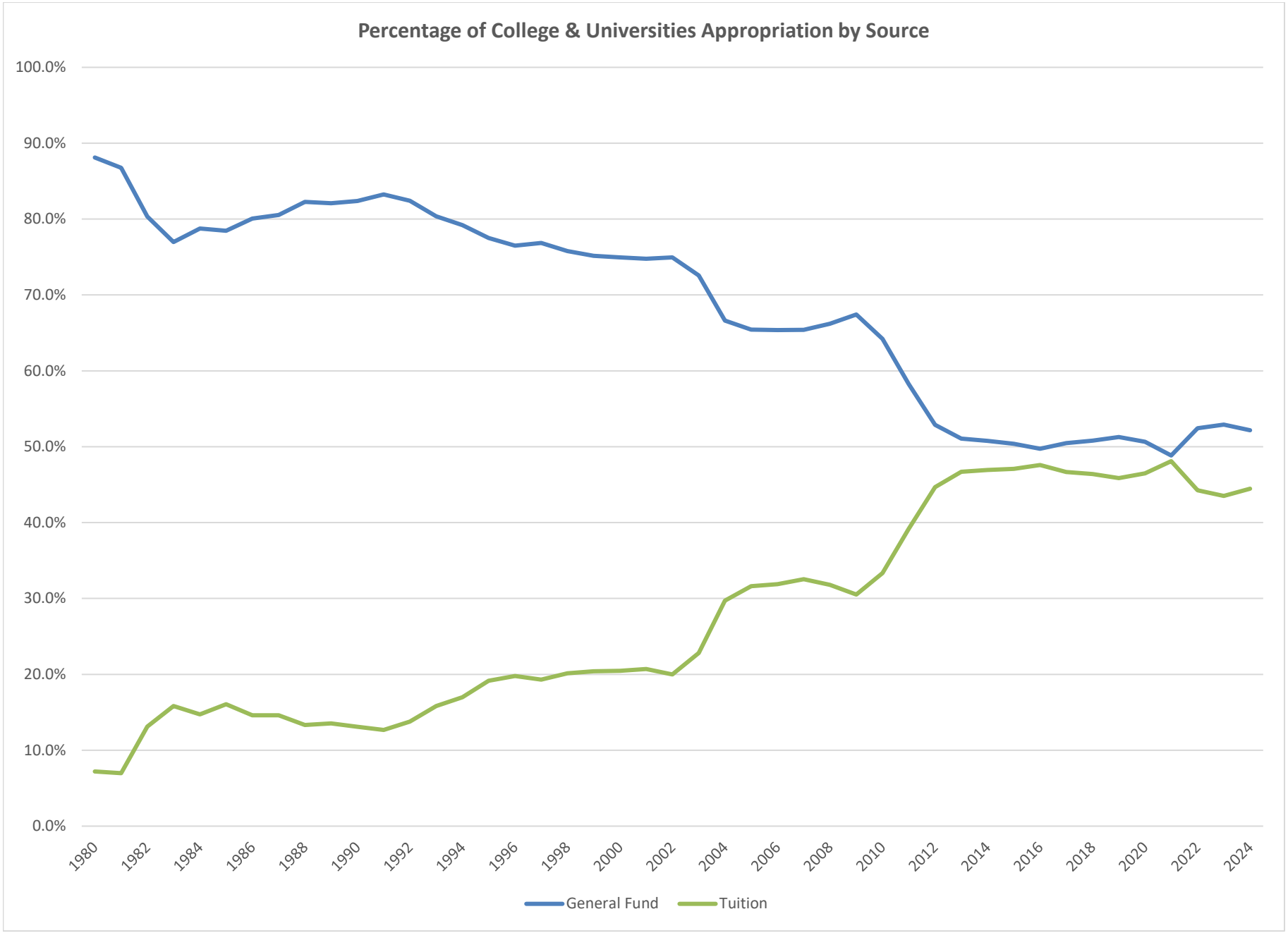
Idaho 4-year Institutions
Resident Tuition & Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
Resident Tuition & Fees	6.23%	9.07%	6.87%	5.15%	5.12%	3.79%	3.04%	2.66%	3.38%	4.53%	5.51%	-0.03%	0.12%	1.47%
Consumer Price Index	2.85%	3.84%	-0.36%	1.64%	5.10%	0.32%	0.38%	1.99%	2.18%	1.77%	2.31%	1.45%	7.81%	6.25%
Idaho Per Capita Income	-1.66%	2.19%	3.70%	3.86%	2.82%	4.82%	2.98%	2.80%	4.80%	5.43%	7.38%	9.51%	4.38%	5.89%
Idaho Average Annual Wage	1.29%	3.18%	1.86%	0.79%	2.72%	2.77%	1.76%	3.95%	3.81%	3.12%	4.79%	7.13%	8.01%	6.11%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2022


Average CU Full-time Resident Fees as a Percentage of Per Capita Income
20.0%
18.0%
16.0%
14.0%
12.0%
10.0%
8.0%
6.0%
4.0%
2.0%
0.0%
FY81
FY83
FY85
FY87
FY89
FY91
FY93
FY95
FY97
FY99
FY01
FY03
FY05
FY07
FY09
FY11
FY13
FY15
FY17
FY19
FY21
FY23


Percentage of College & Universities Appropriation by Source
100.0%
90.0%
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
1980
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2006
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2010
2012
2014
2016
2018
2020
2022
2024
General Fund
Tuition

Idaho College and Universities
Fee and Tuition Waivers
Fiscal Year 2023

ATTACHMENT 10

		Policy Section	BSU	ISU	UI	LCSC	Total
1	**Board Policy Tuition Waivers, Policy Section V.T.**						
2	Nonresident Graduate/Instructional Assistants	SBOE V.T.2.a	$4,519,509	$2,822,486	$7,315,030		$14,657,025
3	GI Bill Non-Resident Waivers	SBOE V.T.2.c	$1,980,032	$165,351	$885,225	$82,066	$3,112,674
4							
5	Nonresident Intercollegiate Athletics	SBOE V.T.2.b	$3,197,914	$2,148,109	$1,157,598	$1,528,280	$8,031,901
6		Nonresident Fee	$17,337	$17,978	$27,632	$13,256	19,051
7	Policy: Universities - 225, LCSC 110	Equivalent FTE	184	119	42	115	105
8							
9	**Waivers Subject to 6% Limitation**	SBOE V.T.2.d	$14,677,863	$8,665,552	$8,040,070	$1,077,799	$32,461,284
10	Annual FTE	Student FTE	17,736	9,285	9,175	2,463	38,659
11		Nonresident Fee	$17,337	$17,978	$27,632	$13,256	19,051
12	Equivalent FTE Waivers subject to 6% Limitation	Equivalent FTE	4.8%	5.2%	3.2%	3.3%	4.4%
13							
14	**Other Board Policy Exchange Programs**						
15	Exchange Student Waivers (1)	SBOE V.T.2.e	$0	$65,789	$67,326	$0	$133,115
16	WICHE - Western Regional Graduate Program	SBOE V.T.2.f	$0	$1,353,376	$0	$0	$1,353,376
17	Western Undergraduate Exchange (2)	SBOE V.R.3.a.v	$33,067,907	$2,079,512	$24,575,764	$1,173,817	$60,897,000
18	**Total Other Board Policy Exchange Programs**		**$33,067,907**	**$3,498,678**	**$24,643,090**	**$1,173,817**	**$62,383,492**
19							
20	**Total Board Policy Tuition Waivers**		**$57,443,225**	**$17,300,176**	**$42,041,013**	**$3,861,962**	**$117,533,702**
21	**Other Waivers and Discounts**						
22	Staff and Spouse Fees	SBOE V.R.3.c.i	$1,789,504	$1,790,759	$1,258,015	$98,492	$4,936,770
23	Senior Citizen Fees	SBOE V.R.3.c.ii	$103,061	$286,732	$202,954	$23,897	$616,644
24	Dependent Fees	SBOE V.R.3.c.i	$808,222	$323,739	$393,985	$68,912	$1,594,858
25	In-Service Teacher Education Fee	SBOE V.R.3.c.iii	$2,012,815	$7,354,975	$0	$143,982	$9,511,772
26	Staff, Spouse, Dependent Fees of other Idaho institutions	SBOE V.R.3.c.i	$2,663	$742,775	$8,523	$24,627	$778,588
27	Students attending multiple Idaho sister institutions	SBOE V.T.2.g		$0	$10,998		$10,998
28	Idaho National Laboratory	SBOE V.T.2.g		$40,709	$265,079		$305,788
29	BYU-UI	SBOE V.T.2.g			$693		$693
30	Integrative Graduate Ed & Research Training (IGERT)	SBOE V.T.2.g			$0		$0
31	Native American Tuition Waiver, pilot program	Board approved	$48,865	$213,596	$7,483		$269,944
32	EDA-Nez Perce Tribe	1969 approval			$105,798	$65,962	$171,760
33	**Total Other Waivers and Discounts**		**$4,765,130**	**$10,753,285**	**$2,253,528**	**$425,872**	**$18,197,815**
34	**Total FY23 Waivers and Discounts**		**$62,208,355**	**$28,053,461**	**$44,294,541**	**$4,287,834**	**$135,731,517**
35	FY23 Gross Student Fees		253,175,358	119,020,824	142,413,456	19,257,668	533,867,305
36	FY23 Net Student Fees from Operating Revenue per audited F/S		189,310,450	88,465,463	93,901,390	10,712,128	382,389,431
37	FY23 Scholarship Discounts & Allowances per audited F/S		30,797,000	27,056,683	23,868,976	8,545,540	90,268,199
38	Student Fee Revenue related to Exchange Program Discounts (reduced rate)		33,067,907	3,498,678	24,643,090		61,209,675
39	Percentage of Total Gross Student Fees Waived or Discounted		24.57%	23.57%	31.10%	22.27%	25.42%
40							
41	Note: Graduate/Instructional Assistant waivers can vary among institutions due to the difference in their respective missions.						
42	(1) Includes only waivers for incoming exchange students.						
43	(2) WUE is accounted for as a rate and not a waiver. The waived amount is the difference in the out-of-state rate minus the WUE rate.						
44							
45	Maximum athletics waivers per Board policy	SBOE V.T.2.b	225	225	225	110	
46	10% allowance per Board policy	SBOE V.T.2.b	23	23	23	11	
47	Total athletics waivers permitted		248	248	248	121	
48	Percentage of FY 23 Student FTE		1.4%	2.7%	2.7%	4.9%	

Boise State University
Fiscal Year 2025 Tuition and Fee Narrative

Background

Boise State strives to remain affordable while delivering the high-quality programs and outcomes our students and other stakeholders expect. The institution continuously works to balance the cost of education for students with funding priorities that are essential to student success, retention and graduation. Our cost of delivery per credit hour remains the lowest in the state among four-year public institutions, demonstrating our efficient stewardship of the dollars invested in us. Moreover, for every $1 spent on instruction, Boise State spends only $0.18 on administration, the lowest of any public or private institution in the state, and 30% less than the national average.

Additional indicators of Boise State's ongoing commitment to affordability and value include:

- Boise State's FY24 inflation-adjusted undergraduate tuition and fees are more than $400 less than actual tuition and fees in FY19.
- Students' annual ROI on their investment in Boise State is 15.9%, more than 5% higher than the stock market 30-year average annual rate of return of 10.6% *(Boise State Economic Impact Study, Lightcast.com)*.
- One of three pillars of Unbridled, Boise State's comprehensive campaign, is Student Access and Success, which aligns with Blueprint for Success. Fundraising for merit and need-based scholarships helps ensure that a quality education remains within reach for all students regardless of their circumstances.

Boise State's success in balancing the cost of education with high quality programs and outcomes is evidenced by record-breaking outcomes, including:

- A 39% increase in 4-year graduation rates over the past 5 years
- Highest retention rate among Idaho's public institutions in FY22
- Record number of doctoral degree graduates in FY23, a 33% increase over the past 4 years

In order to continue to balance affordability with high quality programs and outcomes, Boise State is requesting a combined FY25 tuition and fee increase of 3%. For full-time students (11+ credit hours per semester), this equates to an annual tuition increase of $178.22 and fee increase of $87.78 ($266 total), bringing total annual in-state tuition and fees to $9,048. Part-time, in-state tuition and fees would increase by $12.13 per credit hour. These increases will generate approximately $4.5 million in additional revenue, with 27% of the increase dedicated to fees and the remaining 73% to tuition.

This increase is necessary to offset inflationary increases in goods and services as well as help fund CEC. A more detailed discussion of these needs follows.

Inflationary Impacts and CEC

Inflation has significantly impacted all areas of the university, including salaries. Historically Boise State relied on the low cost of living in the area to offset lower-than-average salaries, but that is no longer the case. This has resulted in a high annualized employee turnover rate as employees seek (or are recruited away) to higher-paying jobs. Consequently, the university has had to increase salaries in critical roles to attract and retain qualified faculty and staff.

Employee Classification	**FY23 Annualized Turnover Rate**
Faculty	7.7%
Professional	21.14%
Classified	36.77%

Because of Boise State's general fund appropriation relative to its dedicated fund appropriation, roughly only one third of the university's salary expense and CEC is funded by the state. As a consequence, the university has to self-fund the remaining two-thirds. In FY24, self-funded CEC and healthcare cost increases were approximately $5.4M for Boise State. A 1% increase in tuition yields approximately $1M for the university, demonstrating that the requested overall tuition and fee increase of 3% is critical to our ability to fully fund CEC.

The Fee Hearing Process

Boise State's Executive Tuition and Student Fee Committee works closely with the Student Activity Fee Advisory Board (SAFAB) and the Associated Students of Boise State University (ASBSU) on tuition and fee recommendations. This approach is designed to give the student body an active role throughout the process. They provide recommendations to the university president regarding the specific use of student activity fee revenues. The Advisory Board consists of ASBSU officers, students, and advisory staff.

On March 4, 2024, the Executive Tuition and Student Fee Committee, which in addition to ASBSU representatives includes members of the university's executive and administrative councils, faculty senate, and our staff associations, held a public hearing that included presentations on the proposed rate increases. Following the hearing, the proposed increases were discussed, and recommendations regarding student tuition and fees were finalized and provided to President Tromp for consideration. While the Committee's recommendation was for an overall 6% increase in tuition and fees, the university is requesting only half of that amount, or 3%.

Other Fees

An annual library subscription and materials fee of $70 is proposed. This fee will allow for additional investment in open educational resources (OER), expanded access to journals, databases and other reference materials, and the expansion of other student services in the library.

Consolidated Mandatory Fees

The State Board of Education (SBOE) has adopted the use of a consolidated mandatory fee, which includes all facilities, activity, and technology fees. SBOE policy describes this fee as "the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students."

Per SBOE guidance, all elements of the consolidated mandatory fee fall within one of the following four categories. A description of each and Boise State's requested FY25 increase is detailed below.

Student Enrollment, Engagement, and Success

The student enrollment, engagement and success fees provide funding to support the multitude of activities and services available to students, both on and off campus. Included in these fees are scholarships, student employment opportunities, funding to support student success initiatives, and enrollment (recruitment and retention) activities.

An annual increase of $4.06 is proposed and supported by the SAFAB. The additional fee will support CEC, benefit increases and staff salaries for current employees in these areas.

Institutional Operations, Services, and Support

These fees support departmental and infrastructure needs of the college and universities, including construction and maintenance of facilities and related debt service; instructional and computing resources; student involvement services and participation with athletic, arts, and cultural events.

An annual increase of $71.60 is proposed in this category. Fifty dollars of that fee will be allocated to buy down the debt associated with the new science building and create a repayment funding source. Ten dollars will be used to fund inflationary increases in technology equipment and services. Nearly $7 will be allocated to the Boise State Student Union Building (SUB) to cover utility and CEC increases. The remaining increase is in the student activity fee and transportation. The additional activity fee will primarily support CEC and staff salaries for current employees. The transportation fee supports new shuttle routes that help students move around the main campus, downtown campus, and housing.

Student Health & Wellness

The student health and wellness fee supports students' physical and mental health and well-being. Student fees support the university's health and counseling centers, including supporting the uncompensated care fund for services for students who do not have adequate insurance coverage or the means to pay for care. This fee supports student well-being programming and facilities, as well as recreation and intramural programs. In addition to student demand for these services, evidence demonstrates an overall improvement in the student experience when these opportunities are available. This directly impacts our student body.

A $7.12 annual increase is proposed to support the student health center. This will provide additional support for the uncompensated care fund as well as Bronco fit programming, crisis counseling and mental health screening. The funding will also be used to cover CEC and medical equipment replacement.

An annual increase of $5.00 is proposed to support the student recreation center. This increase will address CEC and benefit increases as well as student salaries. Any remaining funds will offset utility cost increases.

Student Government

This fee supports student government officers elected by students to advance their voice, initiatives, and to improve the student experience. ASBSU provides students with the opportunity to engage in discussions, events, and learning experiences that interest them and improve their learning. Students may elect to opt-out of a portion of this fee dedicated to student activities, clubs, and organizations.

No increase is proposed in this category as the units will utilize reserves to fund their initiatives.

Professional Fees, Self-Support Programs and Online Fee Programs

The university is requesting the following increases to professional fees, self-support and online programs, which are required to cover increased costs:

- Master of Athletic Leadership: $10 increase
- Executive Education Leadership: $30 increase
- Master in Organizational Performance & Workplace Learning: $20 increase
- Master in Population & Health Systems Management: $195 increase

Notably, all self-support and online programs are required to cover all program costs, including CEC, and increases in employee benefits costs.

Attachments:

Attachment 1	Schedule detailing the tuition and fee changes
Attachment 2	Schedule displaying a 4-year history of Board-approved fees and the FY 2025 requested fees
Attachment 3	Chart: Cost of Attending College vs. Per Capita Income
Attachment 4	Chart: Cost to Deliver College and Cost to Deliver Per FTE
Attachment 5	Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage
Attachment 6	Chart showing comparison of institution tuition and fees to peer averages with and without aspirational peers
Attachment 7	College of Business Professional Fee
Attachment 8	Master of Arts in Digital Communications Management Online Program Fee

BOISE STATE UNIVERSITY

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Fees

	Student Fees:	FY24 Fees	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
1	**Full-time Undergraduate (students enrolled in 11 or more credit hours):**					
2	Resident Tuition	$5,940.96	$6,382.36	$6,119.18	$178.22	3.0%
3	Consolidated Mandatory Fee:				0.00	
4	Student Enrollment, Engagement and Success	101.00	105.06	$105.06	4.06	4.0%
5	Institutional Operations, Services and Support	2,411.86	2,484.28	$2,483.46	71.60	3.0%
6	Student Health and Wellness	301.18	313.30	$313.30	12.12	4.0%
7	Student Government	19.00	19.00	$19.00	0.00	0.0%
8	Student Government - Opt Out Option	8.00	8.00	$8.00	0.00	0.0%
9	**Total Full-time Fees**	$8,782.00	$9,312.00	$9,048.00	$266.00	3.0%
10						
11	**Part-time Undergraduate per Credit Hour:**					
12	Resident Tuition	$270.29	$290.36	$278.40	$8.11	3.0%
13	Consolidated Mandatory Fee:				0.00	
14	Student Enrollment, Engagement and Success	4.59	4.78	$4.78	0.19	4.1%
15	Institutional Operations, Services and Support	109.63	112.91	$112.91	3.28	3.0%
16	Student Health and Wellness	13.69	14.24	$14.24	0.55	4.0%
17	Student Government	0.87	0.87	$0.87	0.00	0.0%
18	Student Government - Opt Out Option	0.36	0.36	$0.36	0.00	0.0%
19	**Total Part-time Cr Hr Fees**	$399.43	$423.52	$411.56	$12.13	3.0%
20						
21	**Full-time Undergraduate Summer per Credit Hour:**					
22	Resident Tuition	$213.90	$229.73	$220.32	$6.42	3.0%
23	Consolidated Mandatory Fee:				0.00	
24	Student Enrollment, Engagement and Success	3.63	3.77	$3.77	0.14	3.9%
25	Institutional Operations, Services and Support	88.99	91.65	$91.65	2.66	3.0%
26	Student Health and Wellness	12.94	13.48	$13.48	0.54	4.2%
27	Student Government	0.80	0.80	$0.80	0.00	0.0%
28	Student Government - Opt Out Option	0.29	0.29	$0.29	0.00	0.0%
29	**Total Full-time Fees**	$320.55	$339.72	$330.31	$9.76	3.0%
30						
31	**Part-time Undergraduate Summer per Credit Hour:**					
32	Resident Tuition	$213.90	$229.73	$220.32	$6.42	3.0%
33	Consolidated Mandatory Fee:				0.00	
34	Student Enrollment, Engagement and Success	3.63	3.77	$3.77	0.14	3.9%
35	Institutional Operations, Services and Support	88.99	91.65	$91.65	2.66	3.0%
36	Student Health and Wellness	12.94	13.48	$13.48	0.54	4.2%
37	Student Government	0.80	0.80	$0.80	0.00	0.0%
38	Student Government - Opt Out Option	0.29	0.29	$0.29	0.00	0.0%
39	**Total Summer Cr Hr Fees**	$320.55	$339.72	$330.31	$9.76	3.0%
40						
41	**Full-Time Graduate (students enrolled in 9 or more credit hours):**					
42	Graduate Resident Tuition	$5,940.96	$6,382.36	$6,119.18	$178.22	3.0%
43	Full-Time Grad Fee	1,704.00	1,704.00	1,755.12	51.12	3.0%
44	Consolidated Mandatory Fee:				0.00	0.0%
45	Student Enrollment, Engagement and Success	101.00	105.06	$105.06	4.06	4.0%
46	Institutional Operations, Services and Support	2,411.86	2,484.28	$2,483.46	71.60	3.0%
47	Student Health and Wellness	301.18	313.30	$313.30	12.12	4.0%
48	Student Government	19.00	19.00	$19.00	0.00	0.0%
49	Student Government - Opt Out Option	8.00	8.00	$8.00	0.00	0.0%
50	**Total Graduate Full-time Fees**	$10,486.00	$11,016.00	$10,803.12	$317.12	3.0%
51						

BOISE STATE UNIVERSITY

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Fees

	Student Fees:	FY24 Fees	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
52	**Part-Time Graduate per Credit Hour**					
53	Part-time Resident Tuition	$270.31	$290.36	$278.40	$8.09	3.0%
54	Part-time Graduate Fee	111.00	111.00	$114.33	3.33	3.0%
55	Consolidated Mandatory Fee:				0.00	0.0%
56	Student Enrollment, Engagement and Success	4.59	4.78	$4.78	0.19	4.1%
57	Institutional Operations, Services and Support	109.63	112.91	$112.91	3.28	3.0%
58	Student Health and Wellness	13.67	14.24	$14.24	0.57	4.2%
59	Student Government	0.87	0.87	$0.87	0.00	0.0%
60	Student Government - Opt Out Option	0.36	0.36	$0.36	0.00	0.0%
61	**Total Graduate Part-time Cr Hr Fees**	$510.43	$534.52	$525.89	$15.46	3.0%
62						
63	**Full-time Graduate Summer per Credit Hour:**					
64	Part-time Resident Tuition	$213.90	$290.36	$220.32	$6.42	3.0%
65	Part-time Graduate Fee	81.00	81.00	$83.43	2.43	3.0%
66	Consolidated Mandatory Fee:				0.00	0.0%
67	Student Enrollment, Engagement and Success	3.63	3.77	$3.77	0.14	3.9%
68	Institutional Operations, Services and Support	88.99	91.65	$91.65	2.66	3.0%
69	Student Health and Wellness	12.94	13.48	$13.48	0.54	4.2%
70	Student Government	0.80	0.80	$0.80	0.00	0.0%
71	Student Government - Opt Out Option	0.29	0.29	$0.29	0.00	0.0%
72	**Total Graduate Part-time Cr Hr Fees**	$401.55	$481.35	$413.74	$12.19	3.0%
73						
74	**Part-time Graduate Summer per Credit Hour:**					
75	Part-time Resident Tuition	$213.90	$237.99	$220.32	$6.42	3.0%
76	Part-time Graduate Fee	81.00	81.00	$83.43	2.43	3.0%
77	Consolidated Mandatory Fee:				0.00	0.0%
78	Student Enrollment, Engagement and Success	3.63	3.63	$3.77	0.14	3.9%
79	Institutional Operations, Services and Support	88.99	88.99	$91.65	2.66	3.0%
80	Student Health and Wellness	12.94	12.94	$13.48	0.54	4.2%
81	Student Government	0.80	0.80	$0.80	0.00	0.0%
82	Student Government - Opt Out Option	0.29	0.29	$0.29	0.00	0.0%
83	**Total Graduate Part-time Cr Hr Fees**	$401.55	$425.64	$413.74	$12.19	3.0%
84						
85	**Non-Resident Tuition (includes mandatory fees listed above):**					
86	Undergraduate Nonresident - FT	$26,976.00		$27,788.00	$812.00	3.0%
87	Undergraduate Nonresident - PT	$830.43		$855.49	$25.06	3.0%
88	Undergraduate Nonresident - Summer	$371.38		$382.66	$11.28	3.0%
89	Graduate Nonresident - FT	$28,605.00		$29,542.94	$937.94	3.3%
90	Graduate Nonresident - PT	$941.43		$969.82	$28.39	3.0%
91	Graduate Nonresident - Summer	$452.38		$466.09	$13.71	3.0%
92						
93	**Professional Fees:**					
94	Undergrad. Nursing	$1,356.00		$1,356.00	$0.00	0.0%
95	Engineering Prog. (pch upper division)	$45.00		$45.00	$0.00	0.0%
96	Masters of Athletics Training	$960.00		$960.00	$0.00	0.0%
97	Masters of Genetic Counseling	$1,100.00		$1,100.00	$0.00	0.0%
98	Col. Bus. (pch trad. upper div. undergrad $40, graduate $50)*	$0.00		$50.00	$50.00	0.0%
99						

BOISE STATE UNIVERSITY

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Fees

	Student Fees:	FY24 Fees	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
100	**Self-Support Fees per Credit Hour:**					
101	Executive MBA	$1,372.50		$1,372.50	$0.00	0.0%
102	Master of Business Administration (MBA)	$750.00		$750.00	$0.00	0.0%
103	Bachelor of Criminal Justice: Twin Falls	$300.00		$300.00	$0.00	0.0%
104	Master of Social Work: Coeur d'Alene	$425.00		$425.00	$0.00	0.0%
105	Bachelor of Social Work: Twin Falls	$350.00		$350.00	$0.00	0.0%
106	Doctor of Nursing Practice in Leadership (DNP)	$820.00		$820.00	$0.00	0.0%
107	MN Adult Gerontology Nurse Practitioner (AGNP)	$890.00		$890.00	$0.00	0.0%
108	Graduate Certificate: Adult Gerontology Nursing Practitioner Acute Care					
109	Graduate Certificate: Adult Gerontology Nursing Practitioner Primary Care					
110	BS in Nursing (RN to BSN)	$375.00		$375.00	$0.00	0.0%
111	BS Respiratory Care (R.R.T. to B.S.)	$300.00		$300.00	$0.00	0.0%
112	MEd Educational Specialist in Exec. Ed. Leadership	$420.00		$450.00	$30.00	7.1%
113	Graduate Certificate: Mathematics, Learning & Leadership	$300.00		$300.00	$0.00	0.0%
114	M.A. in Education, Language, Literacy, and Culture	$470.00		$470.00	$0.00	0.0%
115	Master in Athletic Leadership	$385.00		$395.00	$10.00	2.6%
116						
117	**Online Program Fees per Credit Hour:**					
118	BS Imaging Sciences	$395.00		$395.00	$0.00	0.0%
119	Master of Social Work Online	$495.00		$495.00	$0.00	0.0%
120	Graduate Certificate: Mathematics, Learning & Leadership	$530.00		$550.00	$20.00	3.8%
121	Graduate Certificate: Workplace E-Learning Design & Development					
122	Graduate Certificate: Workplace Performance Improvement					
123	Graduate Certificate: Workplace Instructional Design					
124	Graduate Certificate: Organizational Development					
125	Undergraduate Certificate: User Research (UX) Professional	$375.00		$375.00	$0.00	0.0%
126	Bachelor of Applied Science (BAS) & BA Interdisciplinary Profession	$375.00		$375.00	$0.00	0.0%
127	Undergraduate Certificate: Appl'd Emotional Inel & Wellbeing					
128	Undergraduate Certificate: Design Thinking for Prof Purposes					
129	BBA Management	$375.00		$375.00	$0.00	0.0%
130	Undergraduate Certificate: Business Creation					
131	Undergraduate Certificate: Resort and Hospitality Management					
132	Undergraduate Certificate: Business Prep					
133	Undergraduate Certificate: Nonprofit Management					
134	Undergraduate Certificate: Plus Business					
135	BA Public Health	$375.00		$375.00	$0.00	0.0%
136	Undergraduate Certificate: Health and Human Behavior					
137	Undergraduate Certificate: Foundations of Public Health					
138	Undergraduate Certificate: Evidence-Based Public Health					
139	Undergraduate Certificate: Community-Drive Health Solutions					
140	Undergraduate Certificate: Public Health					
141	BA Integrated Strategic Communications	$375.00		$375.00	$0.00	0.0%
142	Undergraduate Certificate: Communication Management Certificate					
143	Undergraduate Certificate: Media Content Management Cert					
144	Online Degree Pathway	$375.00		$375.00	$0.00	0.0%
145	Undergraduate Certificate: Professional Readiness					
146	Associate of Arts					
147	Associate of Science					
148	Conflict Management Undergraduate Certificate	$375.00		$375.00	$0.00	0.0%
149	Conflict Management Graduate Certificate	$500.00		$500.00	$0.00	0.0%
150	MS in Accountancy	$750.00		$750.00	$0.00	0.0%
151	MS in Accountancy - Foundations					
152	Graduate Certificate: Accounting Foundations					
153	Master of Educational Technology	$478.00		$478.00	$0.00	0.0%
154	Graduate Certificate: Designing Accessible Online Education					
155	Graduate Certificate: Educational Games and Simulations					
156	Graduate Certificate: Instructional Technology Coaching					
157	Graduate Certificate: Online Teaching					
158	Graduate Certificate: Technology Integration Specialist					
159	Ed. Specialist in Educational Technology	$478.00		$478.00	$0.00	0.0%

BOISE STATE UNIVERSITY

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Fees

	Student Fees:	FY24 Fees	FY25 Initial Notice	Requested FY 2025 Rates	Change	% Chg.
160	EdD in Educational Technology	$599.00		$599.00	$0.00	0.0%
161	MS in Respiratory Care	$500.00		$500.00	$0.00	0.0%
162	MS in Genetic Counseling	$1,228.00		$1,228.00	$0.00	0.0%
163	MS in Cyber Operations and Resilience	$525.00		$525.00	$0.00	0.0%
164	Graduate Certificate: CORe Resilience Engineering					
165	Graduate Certificate: CORe Governance Policy Administration					
166	Graduate Certificate: CORe Analyst and Threat Intelligence					
167	Graduate Certificate: Cryptology Security Analyst	$525.00		$525.00	$0.00	0.0%
168	BS & BAS Cyber Operations and Resilience	$375.00		$375.00	$0.00	0.0%
169	Undergraduate Certificate: Cyber for All					
170	Undergraduate Certificate: Cyber Operations					
171	Undergraduate Certificate: Applied Computing, Systems, and Network					
172	BA Digital Innovation and Design	$375.00		$375.00	$0.00	0.0%
173	Undergraduate Certificate: Data Analysis for All Certificate					
174	Undergraduate Certificate: IT Support for All Certificate					
175	Undergraduate Certificate: Project Management for All Certificate					
176	Undergraduate Certificate: Innovation and Design					
177	Undergraduate Certificate: Content Production					
178	Undergraduate Certificate: Creative Influence					
179	Undergraduate Certificate: AI for All*					
180	Undergraduate Certificate: UX Design					
181	Master in Population and Health Systems Management	$790.00		$985.00	$195.00	24.7%
182	Master of Arts in Digital Communications Management*			$525.00	$525.00	0.0%
183	Graduate Certificate: Computer Assisted Language Learning	$478.00		$478.00	$0.00	0.0%
184	Bachelor in Project Management	$375.00		$375.00	$0.00	0.0%
185	Undergraduate Certificate: Project Management					
186	Undergraduate Certificate: Social Media Creator	$375.00		$375.00	$0.00	0.0%
187	BS in Advanced Medical Imaging	$395.00		$395.00	$0.00	0.0%
188	Undergraduate Certificate: Interventional Radiology/Interventional Cardiology					
189	Undergraduate Certificate: Computed Tomography					
190	Undergraduate Certificate: Diagnostic Medical Sonography					
191	Undergraduate Certificate: Magnetic Resonance Imaging					
192	Undergraduate Certificate: Applied Leadership	$375.00		$375.00	$0.00	0.0%
193	Undergraduate Certificate: Esports	$0.00		$375.00	$375.00	0.0%
194	Undergraduate Certificate: Cryptography & Cryptanalysis	$375.00		$375.00	$0.00	0.0%
195						
196	**Other Fees:**					
197	WUE (tuition and fees) - years 3 and 4	$13,173.00		$13,572.00	$399.00	3.0%
198	WUE (tuition and fees) - years 1 and 2 and new students	$11,752.66		$12,107.60	$354.94	3.0%
199	Course Overload Tuition	$252.00		$252.00	$0.00	0.0%
200	In-service Fees/Cr Hr - Undergrad	$138.00		$142.00	$4.00	2.9%
201	In-service Fees/Cr Hr - Graduate	$180.00		$185.00	$5.00	2.8%
202	Dual Credit Fee	$75.00		$75.00	$0.00	0.0%
203	Undergraduate Advising Fee	$100.00		$100.00	$0.00	0.0%
204	New Student Orientation Fee	$175.00		$175.00	$0.00	0.0%
205	Library Subscription and Materials Fee	$0.00		$70.00	$70.00	0.0%

** Lines 98,179 and 182 are subject to program and fee approval by the Board on April 18,2024.*

Full- & part-time fees are effective Fall Semester 2024. Summer fees are effective Summer 2025.

BOISE STATE UNIVERSITY

4-year History of Board Approved Fees plus FY25 Requested Fees

Annual Full-Time Fees and Part-Fime Credit Hours Fees

	Student Fees:	FY 2021	FY 2022	FY 2023	FY 2024	Request FY 2025	5-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$5,532.36	$5,532.36	$5,532.36	$5,940.96	$6,119.18	$586.82	10.6%
3	Technology Fee	257.14					(257.14)	-100.0%
4	Facilities Fees	1,389.60					(1,389.60)	-100.0%
5	Student Activity Fees	880.90					(880.90)	-100.0%
6	Consolidated Mandatory Fee:		2,527.64				0.00	-100.0%
7	Student Enrollment, Engagement and Success			$101.00	$101.00	$105.06	105.06	100.0%
8	Institutional Operations, Services and Support			$2,407.42	$2,411.86	$2,483.46	2,483.46	100.0%
9	Student Health and Wellness			$296.22	$301.18	$313.30	313.30	100.0%
10	Student Government			$19.00	$19.00	$19.00	19.00	100.0%
11	Student Government - Opt Out Option			$8.00	$8.00	$8.00	8.00	100.0%
12	**Total Full-time Fees**	$8,060.00	$8,060.00	$8,364.00	$8,782.00	$9,048.00	$988.00	12.3%
13	Percentage Increase	-0.1%	0.0%	3.8%	5.0%	3.0%		
14								
15	**Part-time Credit Hour Fees**							
16	Resident Tuition	$251.75	$251.75	$251.75	$270.31	$278.40	$26.65	10.6%
17	Technology Fee	11.69					(11.69)	-100.0%
18	Facilities Fees	63.16					(63.16)	-100.0%
19	Student Activity Fees	40.04					(40.04)	-100.0%
20	Consolidated Mandatory Fee:		114.89				0.00	-100.0%
21	Student Enrollment, Engagement and Success			4.59	4.59	4.78	4.78	100.0%
22	Institutional Operations, Services and Support			109.42	109.63	112.91	112.91	100.0%
23	Student Health and Wellness			13.46	13.67	14.24	14.24	100.0%
24	Student Government			0.87	0.87	0.87	0.87	100.0%
25	Student Government - Opt Out Option			0.36	0.36	0.36	0.36	100.0%
26	**Total Part-time Cr Hr Fees**	$366.64	$366.64	$380.45	$399.43	$411.56	$44.92	12.3%
27								
28	**Summer Fees**							
29	Resident Tuition	$199.08	$199.08	$199.08	$213.90	$220.32	$21.24	10.7%
30	Technology Fee	8.90					(8.90)	-100.0%
31	Facilities Fees	49.44					(49.44)	-100.0%
32	Student Activity Fees	35.33					(35.33)	-100.0%
33	Consolidated Mandatory Fee:		93.67				0.00	-100.0%
34	Student Enrollment, Engagement and Success			3.63	3.63	3.77	3.77	100.0%
35	Institutional Operations, Services and Support			88.83	88.99	91.65	91.65	100.0%
36	Student Health and Wellness			12.74	12.94	13.48	13.48	100.0%
37	Student Government			0.80	0.80	0.80	0.80	100.0%
38	Student Government - Opt Out Option			0.29	0.29	0.29	0.29	100.0%
39	**Total Summer Fees**	$292.75	$292.75	$305.37	$320.55	$330.31	$37.56	12.8%
40								
41	**Other Student Fees**							
42	Graduate Fees:							
43	Full-time Grad/Prof	$1,578.00	$1,578.00	$1,704.00	$1,704.00	$1,755.12	$177.12	11.2%
44	Part-time Graduate/Hour	$103.00	$103.00	$111.00	$111.00	$114.33	$11.33	11.0%
45	Nonresident Tuition:							
46	Nonres Tuition - Full Time Premium	$16,920.00	$16,920.00	$17,337.10	$18,194.00	$18,739.82	$1,819.82	10.8%
47	Nonres Tuition - Part Time Premium	$357.00	$357.00	$400.00	$431.00	$443.93	$86.93	24.4%
48	Professional Fees:							
49	Undergrad. Nursing	$1,356.00	$1,356.00	$1,356.00	$1,356.00	$1,356.00	$0.00	0.0%
50	Engineering Prog. (pch upper division)	$35.00	$35.00	$35.00	$35.00	$45.00	$10.00	28.6%
51	Masters of Athletics Training	n/a	n/a	$960.00	$960.00	$960.00	n/a	n/a
52	Masters of Genetic Counseling	n/a	n/a	n/a	$1,100.00	$1,100.00	n/a	n/a
53	Business and Economics (traditional pch - up div undergrad $40, graduate $50)*	n/a	n/a	n/a	n/a	$50.00	n/a	n/a
54	Self-Support Program Fees:							
55	Executive MBA	$1,245.00	$1,245.00	$1,245.00	$1,372.50	$1,372.50	$127.50	10.2%
56	Master of Business Administration (MBA)	$750.00	$750.00	$750.00	$750.00	$750.00	$0.00	0.0%
57	Bachelor of Criminal Justice: Twin Falls	$275.00	$287.50	$300.00	$300.00	$300.00	$25.00	9.1%
58	Master of Social Work: Coeur d'Alene	$400.00	$425.00	$425.00	$425.00	$425.00	$25.00	6.3%
59	Bachelor of Social Work: Twin Falls	$275.00	$297.50	$297.50	$350.00	$350.00	$75.00	27.3%
60	Doctor of Nursing Practice in Leadership (DNP)	$750.00	$820.00	$820.00	$820.00	$820.00	$70.00	9.3%
61	Adult Gerontology Nurse Practitioner (AGNP) & Grad Certificate	$890.00	$890.00	$890.00	$890.00	$890.00	$0.00	0.0%
62	B.S. in Nursing (RN to BSN)	$350.00	$350.00	$350.00	$375.00	$375.00	$25.00	7.1%
63	B.S. Respiratory Care (R.R.T. to B.S.)	$300.00	$300.00	$300.00	$300.00	$300.00	$0.00	0.0%
64	MEd Educational Specialist in Exec. Ed. Leadership	$420.00	$420.00	$420.00	$420.00	$450.00	$30.00	7.1%
65	Graduate Certificate: Mathematics, Learning & Leadership	$225.00	$225.00	$300.00	$300.00	$300.00	$75.00	33.3%
66	M.A. in Education, Language, Literacy, and Culture	$375.00	$422.50	$470.00	$470.00	$470.00	$95.00	25.3%
67	Master of Athletic Leadership	$378.00	$385.00	$385.00	$385.00	$395.00	$17.00	4.5%

BOISE STATE UNIVERSITY

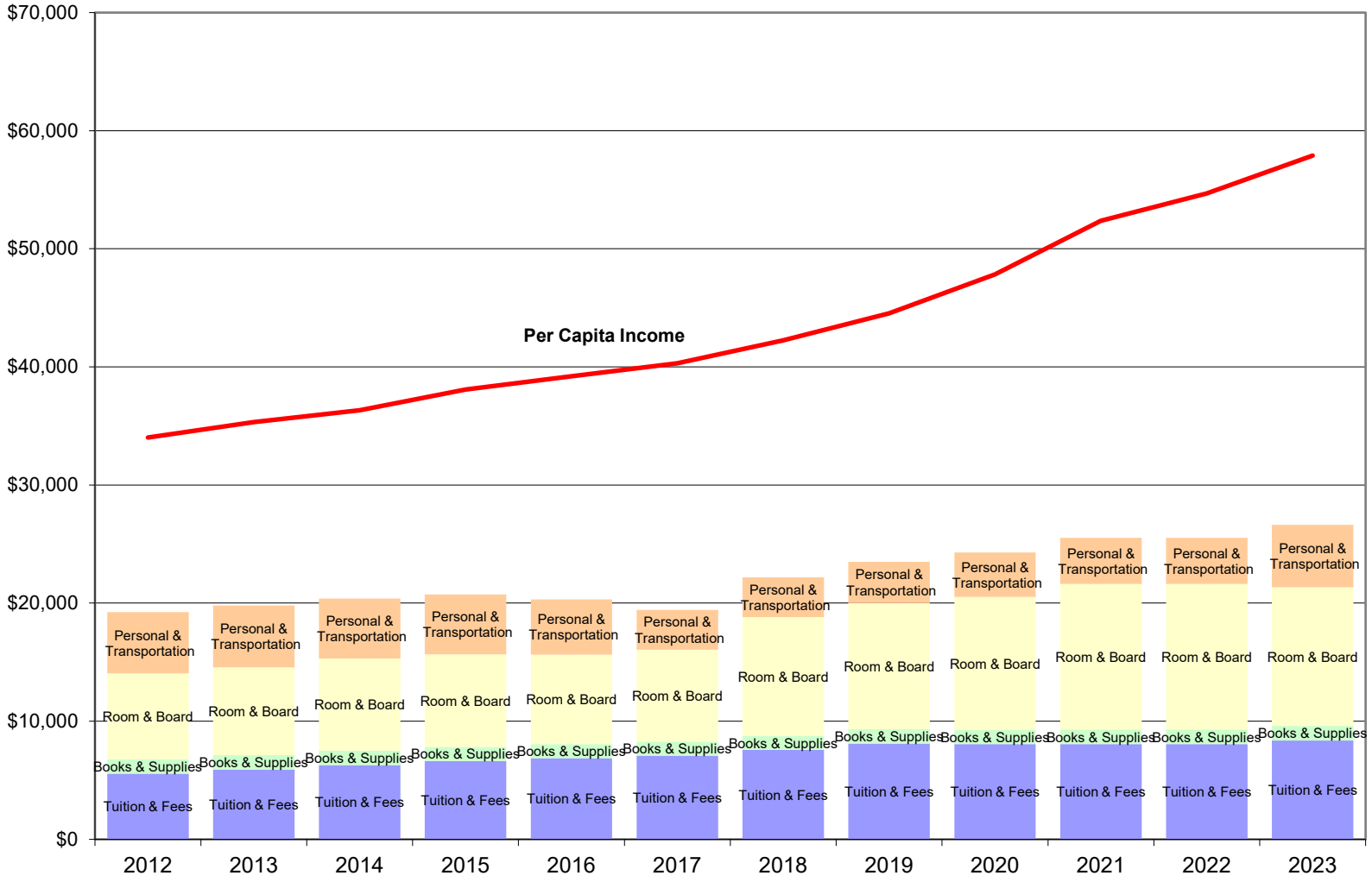
4-year History of Board Approved Fees plus FY25 Requested Fees

Annual Full-Time Fees and Part-Fime Credit Hours Fees

	Student Fees:	FY 2021	FY 2022	FY 2023	FY 2024	Request FY 2025	5-Year Increase	% Increase
68	Online Program Fees							
69	Bachelor of Science in Imaging Science	$395.00	$395.00	$395.00	$395.00	$395.00	$0.00	0.0%
70	Master of Social Work Online	$495.00	$495.00	$495.00	$495.00	$495.00	$0.00	0.0%
71	Org. Perf. & Workplace Learn and Graduate Certificates	$500.00	$500.00	$530.00	$530.00	$550.00	$50.00	10.0%
72	Cert in User Research (UX) Professional	$350.00	$350.00	$350.00	$375.00	$375.00	$25.00	7.1%
73	BAS/IPS	$350.00	$350.00	$350.00	$375.00	$375.00	$25.00	7.1%
74	B.B.A. Management	$350.00	$350.00	$350.00	$375.00	$375.00	$25.00	7.1%
75	Bachelor of Public Health and Certificate	$350.00	$350.00	$350.00	$375.00	$375.00	$25.00	7.1%
76	BA Integrated Strategic Communication and Certificates	$350.00	$350.00	$350.00	$375.00	$375.00	$25.00	7.1%
77	Online Degree Pathway	$350.00	$350.00	$350.00	$375.00	$375.00	$25.00	7.1%
78	Conflict Mgmt Undergrad Certificate	n/a	$350.00	$350.00	$375.00	$375.00	n/a	n/a
79	Conflict Mgmt Grad Certificate	n/a	$435.00	$435.00	$500.00	$500.00	n/a	n/a
80	M.S. Accountancy	$495.00	$545.00	$545.00	$750.00	$750.00	$255.00	51.5%
81	Master of Eductional Technology	$478.00	$478.00	$478.00	$478.00	$478.00	$0.00	0.0%
82	Ed. Specialist in Educational Technology	$478.00	$478.00	$478.00	$478.00	$478.00	$0.00	0.0%
83	EdD in Educational Technology	$599.00	$599.00	$599.00	$599.00	$599.00	$0.00	0.0%
84	Master of Respiratory Care	$500.00	$500.00	$500.00	$500.00	$500.00	$0.00	0.0%
85	Master of Genetic Counseling	$982.00	$982.00	$982.00	$1,228.00	$1,228.00	$246.00	25.1%
86	MS in Cyber Operations and Resilience	n/a	$525.00	$525.00	$525.00	$525.00	n/a	n/a
87	Graduate Certificate Cryptology Security Analyst	n/a	n/a	$525.00	$525.00	$525.00	n/a	n/a
88	BS & BAS Cyber Operations and Resilience	n/a	$350.00	$350.00	$375.00	$375.00	n/a	n/a
89	BA Digital Innovation and Design	n/a	$350.00	$350.00	$375.00	$375.00	n/a	n/a
90	Master of Population and Health Systems Mngmnt	n/a	$790.00	$790.00	$790.00	$985.00	n/a	n/a
91	Master of Arts in Digital Communications Mngmnt*	n/a	n/a	n/a	n/a	$525.00	n/a	n/a
92	Graduate Certificate: Computer Assisted Language Learning	n/a	$478.00	$478.00	$478.00	$478.00	n/a	n/a
93	Undergraduate Certificate: Project Management	n/a	n/a	$350.00	$375.00	$375.00	n/a	n/a
94	Undergraduate Certificate: Social Media Creator	n/a	n/a	$350.00	$375.00	$375.00	n/a	n/a
95	BS in Advanced Medical Imaging	n/a	n/a	$395.00	$395.00	$395.00	n/a	n/a
96	Undergraduate Certificate: Applied Leadership	n/a	n/a	$350.00	$375.00	$375.00	n/a	n/a
97	Undergraduate Certificate: Esports	n/a	n/a	n/a	n/a	$375.00	n/a	n/a
98	Undergraduate Certificate: Cryptography & Cryptanalysis	n/a	n/a	$350.00	$375.00	$375.00	n/a	n/a
99	Other Fees:							
100	Western Undergrad Exchange (tuition and fees) - year 4	$4,030.00	$4,030.00	$4,182.00	$4,391.00	$4,524.00	$494.00	12.3%
101	Western Undergrad Exchange (tuition and fees) - years 1, 2 and 3 and new students	n/a	n/a	$2,766.00	$2,970.48	$3,059.59	n/a	n/a
102	Tuition over 16 hours (AY18 over 15 hours)	$252.00	$252.00	$252.00	$252.00	$252.00	$0.00	0.0%
103	In-service Fees/Cr Hr - Undergrad	$129.00	$129.00	$131.00	$138.00	$0.00	($129.00)	-100.0%
104	In-service Fees/Cr Hr - Grad	$170.00	$167.00	$172.00	$180.00	$0.00	($170.00)	-100.0%
105	Dual Credit Fee	$75.00	$75.00	$75.00	$75.00	$75.00	$0.00	0.0%
106	Undergraduate Advising Fee	n/a	n/a	n/a	$100.00	$100.00	n/a	n/a
107	New Student Orientation Fee	$175.00	$175.00	$175.00	$175.00	$175.00	$0.00	0.0%
108	Library Subscription and Materials Fee	n/a	n/a	n/a	n/a	$70.00	n/a	n/a

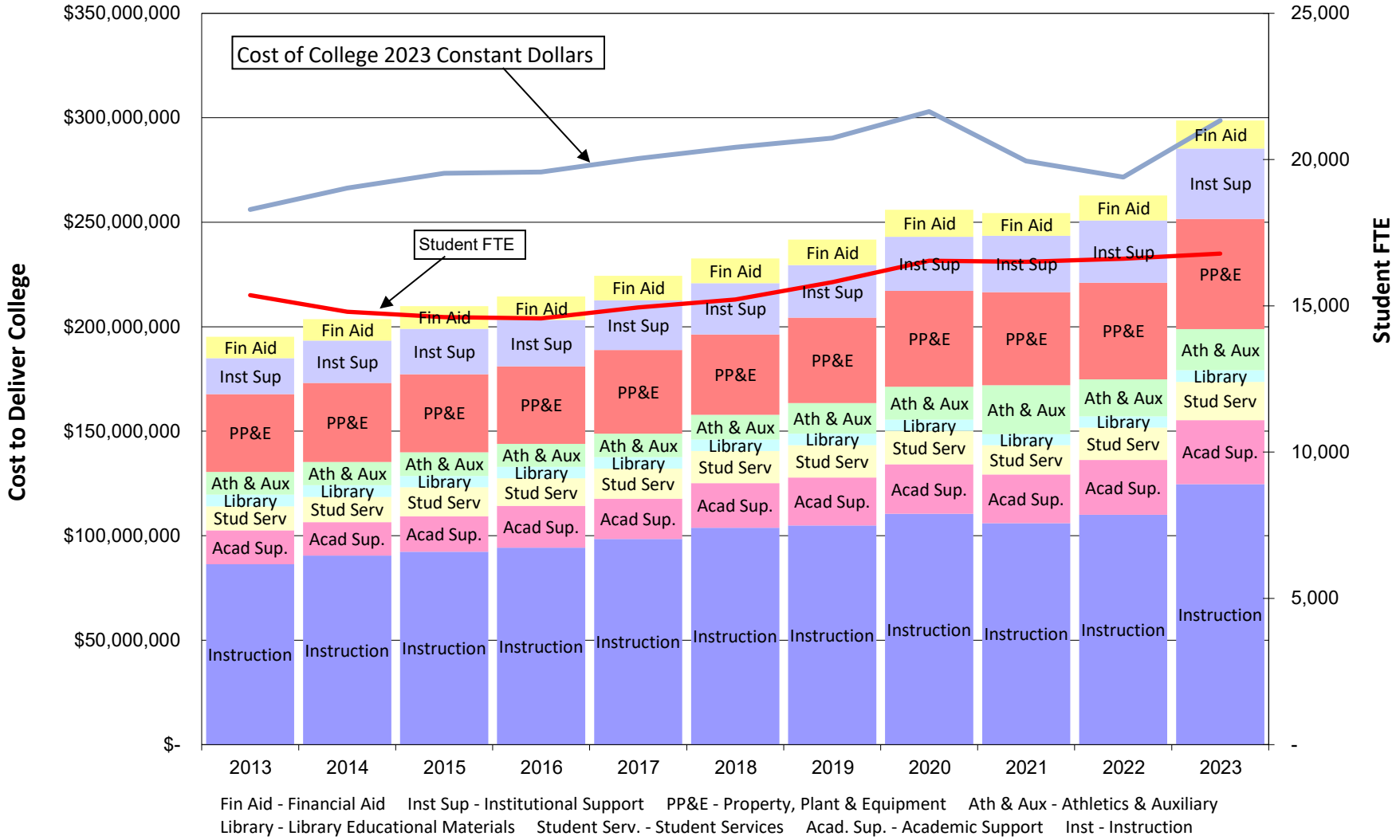
** Lines 53 and 91 are subject to program and fee approval by the Board on April 18,2024.*

Cost of Attending College vs. Per Capita Income
Boise State University

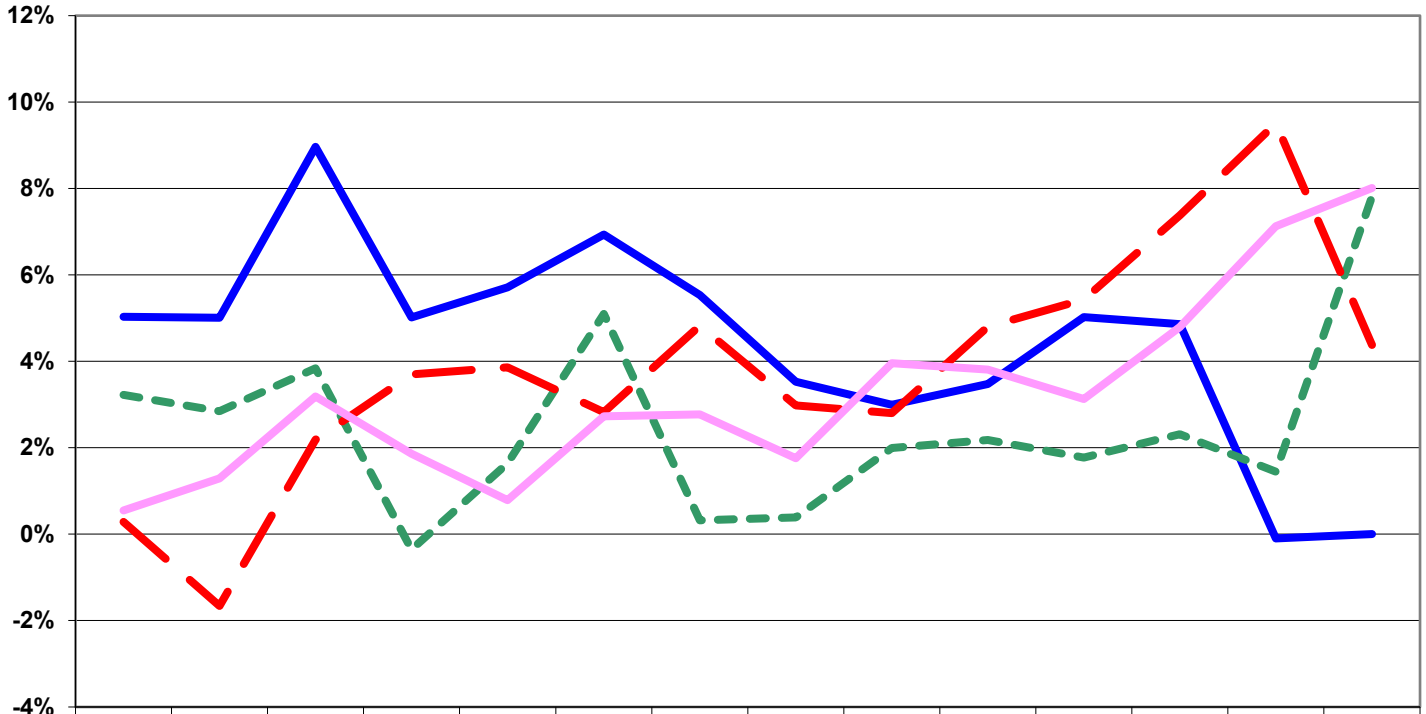


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Boise State University

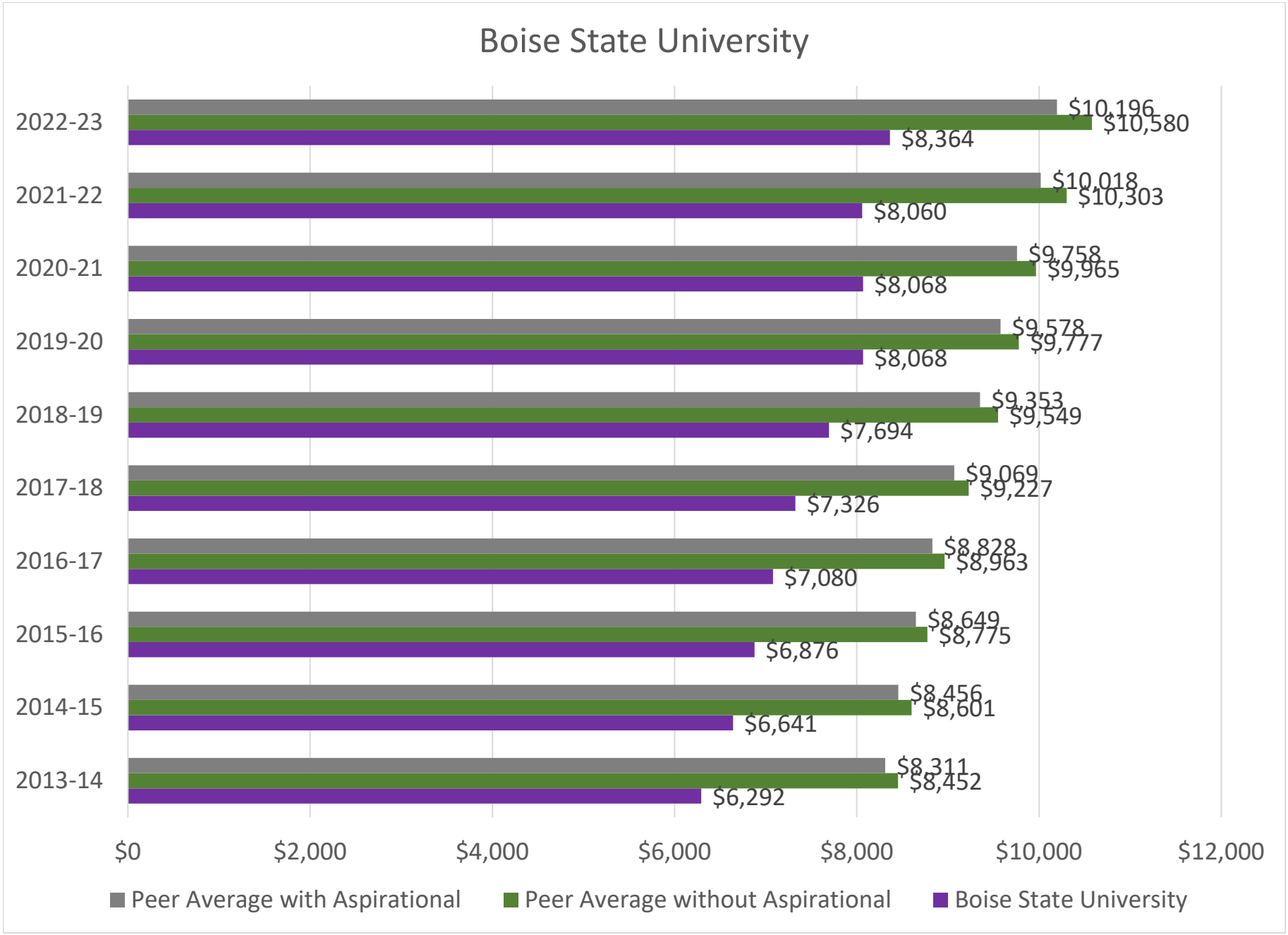


Boise State University
Resident Tuition and Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22
Resident Tuition and Fees	5.03%	5.01%	8.96%	5.02%	5.71%	6.93%	5.53%	3.52%	3.00%	3.47%	5.02%	4.86%	-0.10%	0.00%
Consumer Price Index	3.23%	2.85%	3.84%	-0.36%	1.64%	5.10%	0.32%	0.38%	1.99%	2.18%	1.77%	2.31%	1.45%	7.81%
Idaho Per Capita Income	0.29%	-1.66%	2.19%	3.70%	3.86%	2.82%	4.82%	2.98%	2.80%	4.80%	5.43%	7.38%	9.51%	4.38%
Idaho Average Annual Wage	0.55%	1.29%	3.18%	1.86%	0.79%	2.72%	2.77%	1.76%	3.95%	3.81%	3.12%	4.79%	7.13%	8.01%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2022


Boise State University
2022-23
2021-22
2020-21
2019-20
2018-19
2017-18
2016-17
2015-16
2014-15
2013-14
$10,196
$10,580
$8,364
$10,018
$10,303
$8,060
$9,758
$9,965
$8,068
$9,578
$9,777
$8,068
$9,353
$9,549
$7,694
$9,069
$9,227
$7,326
$8,828
$8,963
$7,080
$8,649
$8,775
$6,876
$8,456
$8,601
$6,641
$8,311
$8,452
$6,292
$0
$2,000
$4,000
$6,000
$8,000
$10,000
$12,000
Peer Average with Aspirational
Peer Average without Aspirational
Boise State University

BOISE STATE UNIVERSITY

SUBJECT

Professional fee for the Boise State University College of Business and Economics (COBE)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. and Section V.R.

BACKGROUND/DISCUSSION

Boise State University requests permission to implement a tiered professional fee to support business education. Pre-business students enrolled in COBE programs in their first 2 years will pay a $50 per semester fee (100-200 level classes). Students taking upper-division undergraduate coursework (300-499 level classes) will pay $40 per credit hour and those taking graduate-level coursework (500-699 level classes) will pay $50 per credit hour. This professional fee will be applied to all College of Business and Economics' traditional programs. It will not apply to the Executive MBA, Online MBA, Online MSA, or Online BBA.

Boise State University's College of Business and Economics is AACSB-accredited in business and accounting, the highest standard globally, placing COBE in the top 6% of business colleges. It is among only 2% of business colleges accredited in both Business and Accounting. Accreditation ensures a well-developed and assessed curriculum, qualified faculty engaged in ongoing professional development and cutting-edge research, and stringent standards for student success and career services. These services include tutoring, writing assistance, academic advising, and career placement preparation. Maintaining these high standards has been and continues to be a financial challenge, especially in the last decade.

COBE engaged in direct dialogue with its students about the proposed professional fee through multiple informational meetings. Discussions began with student organization leaders, including those from Beta Alpha Psi, Business Professionals of America, and the Women in Business Association. These yielded constructive feedback and general support for the fee, recognizing its necessity. Student leaders expressed their readiness to help disseminate information about the proposed fee among the student body. COBE invited all students likely to be affected by the fee to two informational sessions. During these sessions, the purpose and need for the fee were explained, resulting in further endorsement from those in attendance, which included students as well as two parents.

This fee proposal meets the criteria for professional fees as detailed in the above-referenced policy as follows:

Credential or Licensure Requirement:
Boise State University College of Business and Economics students enroll to gain the preparation and academic credentials necessary for competitive entry into professional occupations. Many of these opportunities require or are significantly enhanced by obtaining specialized certificates. Students across various COBE undergraduate and graduate programs are eligible to pursue a range of professional certifications. According to *Hanover Research*, two of the top four certifications most frequently sought by employers depend on business school education, specifically the Certified Public Accountant and the Project Management Professional. A non-exhaustive list of the most highly demanded certifications COBE students pursue is included in Appendix A.

Accreditation Requirement:
The College of Business and Economics (COBE) at Boise State is accredited by the Association to Advance Collegiate Schools of Business (AACSB) in both Business and Accounting.

Demonstration of Program Costs

1. Professional Student Success Personnel Expenses

   COBE is increasing investments in student success and career development, aligning with the university's focus on enrollment and retention. COBE career services, which serves all students taking business classes, has witnessed a consistent 11% annual increase in student use since 2020. Unique in Idaho, COBE's array of student services offers a comprehensive range of academic and professional services, including business-oriented academic advising, tutoring, program operations, and career mentoring. With AACSB accreditation standards emphasizing discipline-specific career support, COBE ensures high-quality advising, preparation, and placement services. Requiring academic advising before enrollment has boosted the number of students that graduate in less than five years to nearly 90% of its bachelor's degree graduates, reducing the cost and time to degree completion.

2. Attract and Retain High-Quality Faculty

   A portion of the professional fee will be dedicated to securing and retaining top-tier faculty, thereby enriching the student experience. This involves hiring additional faculty to expand teaching capacity, addressing salary gaps to stay competitive, and sustaining critical research resources. Current salary levels lag behind those of comparable business schools, resulting in faculty attrition to other institutions.

3. Investment in Research Support for Faculty and Students

Investing in faculty professional development and research support is crucial for high-quality faculty, enhancing both their expertise and research contributions to the classroom. These funds also play a vital role in supporting student research, in both cases covering expenses like data acquisition, human subjects, and conference travel.

4. Professional Fees at Similar Business Schools

   COBE conducted a benchmarking analysis on professional fee usage and overall tuition at peer, aspirant, and competitor business schools. For AACSB purposes, six listed schools are considered peers, and for benchmarking, twelve regional competitors were reviewed. The analysis included the full-time resident undergraduate tuition per semester, the presence of a professional fee, and the average professional fee amount.

   Among the six peer schools, four have professional fees. The average annual resident undergraduate tuition for these six schools was $10,250, with an average per-credit professional fee of $46. Of the 18 regional competitor schools, 13 charge a professional fee. The average resident undergraduate tuition for these 18 schools was $9,817, and the average per-credit professional fee was $41. Boise State University's current resident undergraduate tuition is $8,782, and the proposed professional fee for undergraduate courses is $50 per semester for COBE program-enrolled students, and $40 per credit for upper-division courses.

   In a sample of 60 AACSB-accredited business colleges (available upon request) comparable to COBE (public) in the western region, 60% charge a business professional fee, most on a per-credit basis. This includes universities in Montana, Oregon, Utah, and Colorado.

IMPACT

To meet the challenges of evolving business education in Idaho, we propose a professional fee to attract and retain qualified faculty, bridge salary gaps, and support their professional development. The fee enhances the student experience and ensures an excellent return on investment. Total professional fees over a full business curriculum for undergraduates will range between $1,320 and $1,920 total during the entirety of their academic career in COBE, depending on the specific business major, while graduate fees will range between $1,500 and $2,600 total, depending on the degree pursued.

Appendix A

Certifications frequently sought by Boise State University College of Business and Economics students:

- Certified Public Accountant (CPA)

- Certified Management Accountant (CMA)
- Certified Fraud Examiner (CFE)
- Certified Associate in Project Management (CAPM)
- Project Management Professional (PMP)
- Certified Business Analysis Professional (CBAP)
- Certified Supply Chain Professional (CSCP)
- Society for Human Resource Management-Certified Professional (SHRM-CP)
- Google Digital Marketing and eCommerce Professional Certification
- Various Microsoft, Linux, SQL, and Oracle technical certifications
- Six Sigma Certification
- Certified Financial Analyst (CFA)
- Certified Financial Planner (CFP)
- Amazon Web Services (AWS) Certified Solutions Architect
- Certified Information Systems Auditor (CISA)
- Certified Information Systems Security Professional (CISSP)

Professional Fees at Peer and Aspirant Business Schools

Category	Amount
# Peer Schools with Professional Fee (total n = 6)[1]	4
Peer School Average Tuition	$10,250
Peer School Average Professional Fee Per Credit Hour	$46.00
# Peer and Regional Competitor Schools w/ Professional Fee (total n = 18)[2]	13
Peer and Regional Competitor School Average Tuition	$9,817
Peer and Regional Competitor School Average Professional Fee Per Credit Hour	$41.00
Boise State University Undergraduate Tuition	$8,882

[1] The six schools in this analysis are COBE selected peers that are our comparables for AACSB purposes, the schools are Kansas State University, Portland State University, Texas State University, the University of Nebraska Omaha, the University of Nevada Las Vegas, and the University of Nevada Reno.
[2] The 18 schools in this analysis include the six peer schools above and San Diego State University, the University of Colorado Denver, Washington State University, Utah State University, Weber State University, Oregon State University, the University of Oregon, Colorado State University, Montana State University, the University of New Mexico, the University of Montana, and the University of Utah.

BOISE STATE UNIVERSITY

SUBJECT

New Online Program Fees

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes to offer one online undergraduate certificate, and one master's program utilizing an online program fee consistent with Board Policy V.R, Establishment of Fees. The certificate and the graduate program will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. Descriptions of the certificates are included below.

The new undergraduate certificate in AI for All provides students with an understanding of how to effectively use prominent generative AI platforms. Generative artificial intelligence technologies were released to the public in fall 2022. Given the integration of generative AI technologies in workplaces and the culture at large, students need an opportunity to learn how to effectively use dominant generative AI platforms, identify and understand their weaknesses, and have an opportunity to apply them in their domains of study.

The new Master of Arts in Digital Communications Management is conceptualized for entry and mid-level professionals. The program provides advanced training in management of communications projects, communications content creation, communications production, and team management. With this master's degree, graduates will be prepared to develop driving technology behind digital communications and apply the latest innovations in mobile technology, understand the principles of social media and location-based services; leverage data to inform content creation, messaging, and communication campaigns; and manage communications teams. This degree supports graduates to pursue journalism, broadcasting, advertising, public relations, content strategist, app development, sales, and other professions.

IMPACT

The undergraduate certificate in AI for All is being offered at a price point of $375 per credit which aligns with the majority of Boise State University's undergraduate online programs. The projected enrollment for FY 25-26 is 5 students; FY 26-24 is 10 students and FY 27-28 are 20 students. There are no additional instructional resources required. The cost of the program is $2,625 (7 credits at $375 per credit).

The fully online Master of Arts in Digital Communications Management will be offered at $525 per credit hour, which is lower than average for competitors. The total cost of the program is $15,750 (30 credits at $525 per credit). The program is fully supported through revenue generated from enrollment in the program.

The workforce data suggest a strong need for a program in digital communications management in Idaho, regionally, and in the United States broadly. The projected enrollment for 6 students in year 1; 22 students in year two, and 50-60 students when fully established, in year 5 and beyond.

FY25 TUITION AND FEE REQUEST

April 3, 2024

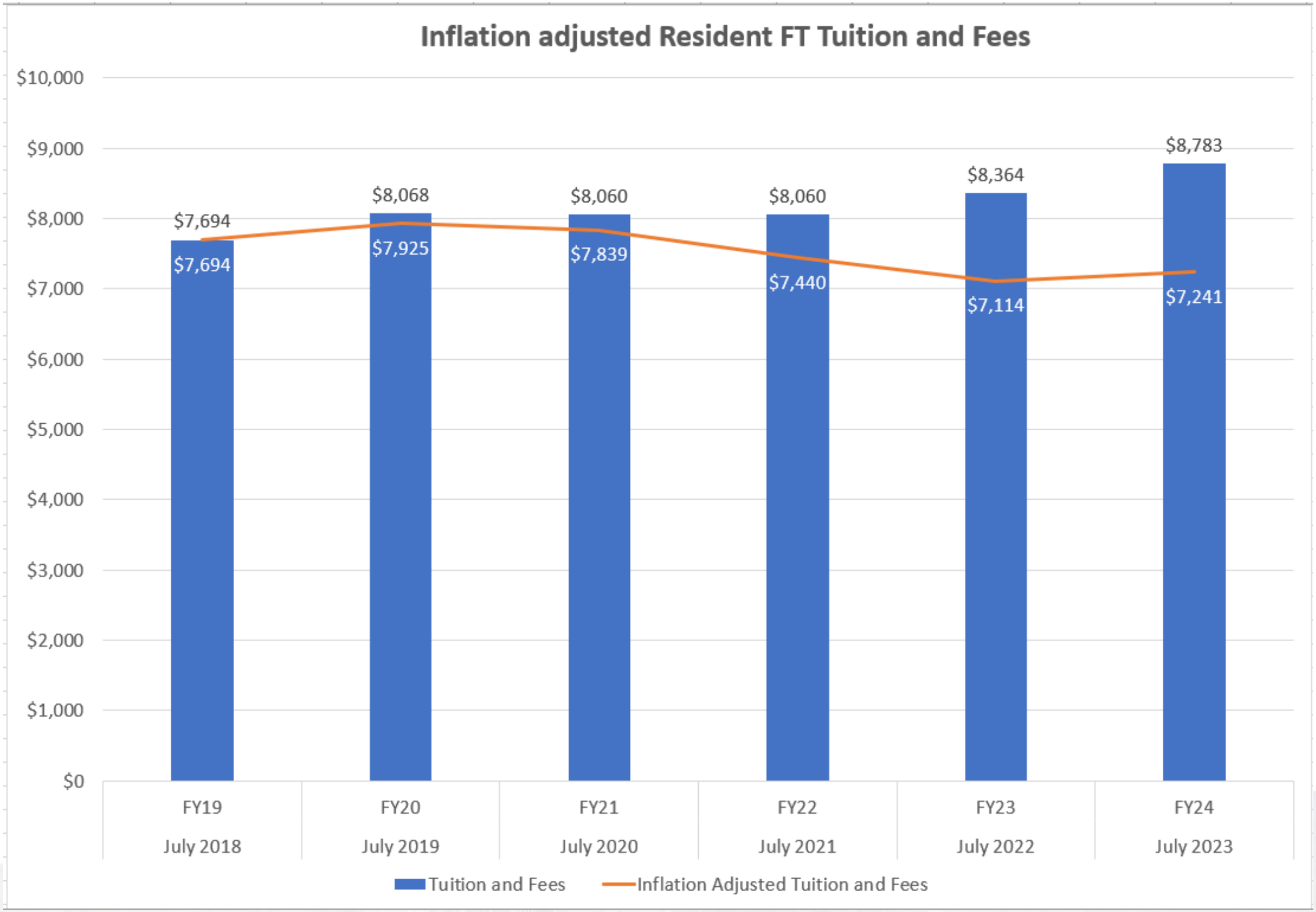
BOISE STATE UNIVERSITY

FY23 FINANCIAL PERFORMANCE

Operating revenues	$352,703,836
Operating expenses	533,457,238
Operating loss	(180,753,402)
Non-operating revenues (net of expenses)	183,613,275
Capital gifts and grants	2,701,043
Increase in Net Position	5,560,916
Net Position at End of Year	$582,803,824

FY25 TUITION AND FEE REQUEST

- Institutional Tuition and Fee Hearing
  - Notice in February
  - Public Hearing in March
  - Requested up to a 6% increase ($263 increase per semester/$526 per year)
  - Adjusted down to 3% total increase
- Funding needs
  - Fully fund CEC
  - Funding for inflationary increases in goods and services
  - Strategic initiatives
- Guiding Principles
  - Balance affordability with high quality programs and outcomes
  - Maintain a balanced budget


Inflation adjusted Resident FT Tuition and Fees
$10,000
$9,000
$8,000
$7,000
$6,000
$5,000
$4,000
$3,000
$2,000
$1,000
$0
$7,694
$8,068
$8,060
$8,060
$8,364
$8,783
$7,694
$7,925
$7,839
$7,440
$7,114
$7,241
FY19
July 2018
FY20
July 2019
FY21
July 2020
FY22
July 2021
FY23
July 2022
FY24
July 2023
Tuition and Fees
Inflation Adjusted Tuition and Fees

FY25 BUDGET

		General Fund
CEC, Benefits, Health Insurance	$	2,220,300
Risk Management, Controller, ITS		(634,700)
Funded Increases/Adjustments	$	1,585,600
Operational Capacity Enhancement	$	2,491,700
Risk Management to OSBE		(131,400)
Net New Funds Available	$	2,360,300

		Unfunded
CEC, Benefits, Health Insurance	$	(4,499,049)
Inflation		(4,487,607)
Unfunded Increases	$	(8,986,656)
Budget Gap	$	(6,626,356)

FY25 PROPOSED FULL TIME TUITION AND FEES

FULL TIME STUDENT - PER SEMESTER	2023-2024	2024-2025	Increase Amount	Increase %
Resident Undergraduate	$ 4,391.00	$ 4,524.00	$ 133.00	3.0%
Western Undergraduate Exchange	5,876.24	6,053.80	177.56	3.0%
Nonresident Undergraduate	13,488.00	13,893.91	405.91	3.0%
Resident Graduate	5,243.00	5,401.56	158.56	3.0%
Nonresident Graduate	14,340.00	14,771.47	431.47	3.0%
Consolidated Mandatory Fees (Included Above)				
Student Enrollment, Engagement, and Success	$ 50.50	$ 52.53	$ 2.03	4.0%
Institutional Operations, Service, and Support	1,205.93	1,241.73	35.80	3.0%
Student Health and Wellness	150.59	156.65	6.06	4.0%
Student Government	9.50	9.50	0.00	0.0%
Student Government (Opt Out)	4.00	4.00	0.00	0.0%

FY25 PROPOSED PART TIME TUITION AND FEES

PART TIME - PER CREDIT HOUR	2023-2024	2024-2025	Increase Amount	Increase %
Resident Undergraduate	**$ 399.43**	**$ 411.56**	**$ 12.13**	**3.0%**
Nonresident Undergraduate	**830.43**	**855.49**	**25.06**	**3.0%**
Resident Graduate	**510.43**	**525.89**	**15.46**	**3.0%**
Nonresident Graduate	**941.43**	**969.82**	**28.39**	**3.0%**
Consolidated Mandatory Fees (Included Above)				
Student Enrollment, Engagement, and Success	$ 4.59	$ 4.78	$ 0.19	4.1%
Institutional Operations, Service, and Support	109.63	112.91	3.28	3.0%
Student Health and Wellness	13.67	14.24	0.57	4.2%
Student Government	0.87	0.87	0.00	0.0%
Student Government (Opt Out)	0.36	0.36	0.00	0.0%

FY25 PROPOSED SUMMER TUITION AND FEES

SUMMER - PER CREDIT HOUR	2023-2024	2024-2025	Increase Amount	Increase %
Resident Undergraduate	$ 320.55	$ 330.31	$ 9.76	3.0%
Nonresident Undergraduate	371.38	382.66	11.28	3.0%
Resident Graduate	401.55	413.74	12.19	3.0%
Nonresident Graduate	452.38	466.09	13.71	3.0%
Consolidated Mandatory Fees (Included Above)				
Student Enrollment, Engagement, and Success	$ 3.63	$ 3.77	$ 0.14	3.9%
Institutional Operations, Service, and Support	88.99	91.65	2.66	3.0%
Student Health and Wellness	12.94	13.48	0.54	4.2%
Student Government	0.80	0.80	0.00	0.0%
Student Government (Opt Out)	0.29	0.29	0.00	0.0%

Questions?

BOISE STATE UNIVERSITY

Idaho State University
FY2025 Student Tuition and Fee Request

Proposed Changes to Student Tuition and Fees

Notice of public hearings to seek testimony on proposed tuition and fee increases for the 2024-2025 academic year was sent to the Associated Students of Idaho State University on February 26, 2024, and published in the ROAR Weekly on February 28 and March 6, 2024. Public hearings were held on March 13 and March 14, 2024 to discuss and review proposed rates, answer questions, and receive feedback from students and the campus community.

The attached worksheet presents the requested tuition and fee rate changes for FY2025.

Background

The FY2025 College and Universities budget proposed by the Governor and approved by the Joint Finance and Affairs Committee includes partial funding of a proposed 3% CEC, a capacity enhancement line item, and an enrollment workload adjustment, reflecting a net $3.6M in additional state resources for ISU.

FY2025 increased maintenance expenses in ISU's central university funds for CEC and inflation total $6.1M, leaving a budget gap of $2.5M relative to the FY2024 budget.

While overall the University is in a healthy financial position, it is in the midst of a multi-year initiative to solve a deficit in central university funds. If this $2.5M gap in state support is not addressed through a modest increase in base tuition and fees, it will impede ISU's multi-year deficit reduction plan, slow progress in workforce-oriented program growth and expansion, and negatively impact student outcomes.

Access and affordability are key issues for Idaho State University and are central to our mission. ISU is the only university in Idaho to offer a tuition lock program where Idaho students who are in good academic standing and have attended college continuously since their freshman year will not pay more tuition than they paid in their first semester.

When proposing tuition rate increases, the University carefully balances student access and affordability with the need to maintain high-quality instruction, facilities, and services that support retention and success.

The proposed tuition and fees submitted herewith for your approval, in conjunction with our multi-year budget optimization initiative, will provide fiscal sustainability and resources for mission fulfillment.

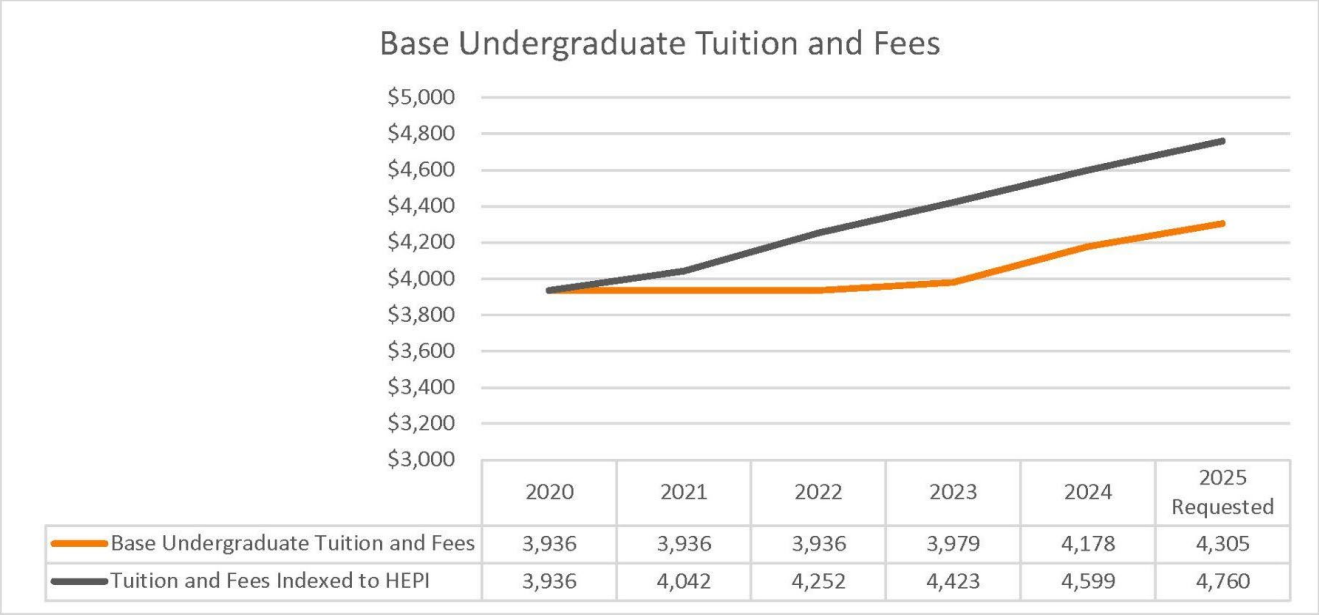
Summary of Proposed Tuition and Fees

Resident Undergraduate Tuition & Fees

Resident undergraduate tuition and fees are proposed at $4,305 per semester ($8,610 per year), a $127 ($254 per year) or 3% increase over FY2024 rates. Part-time resident undergraduate tuition and fees are proposed at $439.75 per credit hour, a $13 or 3.0% increase over FY2024 rates.

These increases will support CEC, fringe rate increases, other inflationary factors, and continued investments in student retention and success.

The chart below shows ISU's resident undergraduate tuition and fees indexed to the Higher Education Price Index (HEPI). Proposed rates for FY2025 are equivalent to a 1.8% annual increase over the five-year period from FY2021 to FY2025 and are still not on pace with inflation.



	2020	2021	2022	2023	2024	2025 Requested
Base Undergraduate Tuition and Fees	3,936	3,936	3,936	3,979	4,178	4,305
Tuition and Fees Indexed to HEPI	3,936	4,042	4,252	4,423	4,599	4,760

HEPI: FY2021 2.7%, FY2022 5.2%, FY2023 4%, FY2024 est. 4%, FY2025 est. 3.5%

Resident Graduate Tuition & Fees

Full-time resident graduate tuition and fees are proposed at $5,761 per semester ($11,522 per year), a $127 ($254 per year) or 2.3% increase over FY2024 rates. Part-time resident graduate tuition and fees are proposed at $577 per credit hour, a $13 or 2.3% increase over FY2024 rates. These proposed rates align part-time resident graduate tuition at 1/10 full-time tuition.

These recommended fee increases consider market factors and costs required for delivering high quality graduate educational programs, to include anticipated CEC and fringe rate increases, inflationary factors, and program investments.

Non-Resident Tuition & Fees

Full-time non-resident undergraduate tuition and fees are proposed at $13,860 per semester ($27,720 per year), a $127 ($254 per year) or .9% increase over FY2024 rates. Part-time non-resident undergraduate tuition and fees are proposed at $1,039.75 per credit hour, a $181.75 or 21.2% increase over FY2024 rates. These proposed rates align part-time non-resident undergraduate tuition at 1/13 full-time tuition and reflect a multi-year effort to bring part-time non-resident rates to 1/10 full-time non-resident rates.

Full-time non-resident graduate tuition and fees are proposed at $15,316 per semester ($30,632 per year), a $240 ($480 per year) or 1.6% increase over FY2024 rates. Part-time non-resident graduate tuition and fees are proposed at $1,177 per credit hour, a $235 or 24.9% increase over FY2024 rates. These proposed rates align part-time non-resident graduate tuition at 1/13 full-time tuition and reflect a multi-year effort to bring part-time non-resident rates to 1/10 full-time non-resident rates.

These recommended fee increases consider market factors and costs required for delivering high quality educational programs and services, to include anticipated CEC and fringe rate increases, inflationary factors, and program investments.

Mandatory Student Activity Fees

Mandatory Student Activity Fees are included in the rates presented above. They are proposed at $1,252.78 per semester ($2,505.56 per year), a $70.90 ($141.80 per year) or 6% increase over FY2024 rates. Part-time rates are proposed at $88.17 per credit hour, a $5.04 or 6.1% increase over FY2024 rates. These increases support CEC, fringe rate increases, and other inflationary costs for services and activities housed in local and auxiliary funds, with an emphasis on expanded student health and wellness programs and services. They also include increases in the Facilities and Information Technology fees to support extraordinary inflationary cost increases and multi-year phase-out of the per-credit fee for online courses. Proposed Mandatory Student Activity fees include an opt-out Student Clubs and Organizations Fee of $4.50/semester for full-time students and $.45/credit hour for part-time students.

Professional, Online, and Self-Support Program Fees

ISU is proposing increases to select professional fees as outlined below. These recommendations are based on an analysis of program costs, equipment and technology needs, student impact, workforce outcomes, and market conditions.

Athletic Training

The College of Health is proposing a professional fee increase of 1.8% ($14 per semester) for the Master of Science in Athletic Training. The program is also moving to a three-session per year format, which will increase the annual cost from $1,590 to $2,427. The three-session format will better support program pedagogy and student outcomes. Increased revenue will help offset costs associated with CEC, additional faculty, medical malpractice insurance, and other inflationary factors.

Audiology

The Audiology program in the Department of Communication Sciences Disorders (CSD) is proposing a professional fee increase of 20.6% ($29 per credit hour). This increase will help offset costs associated with CEC, significant equipment upgrade and replacement needs, medical malpractice insurance, and other inflationary factors.

Communication Sciences and Disorders

The Bachelor of Science in Communication Sciences and Disorders program is proposing a professional fee increase of 6.7% ($12 per credit hour). This increase will help offset costs associated with CEC, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors. This increase maintains alignment between Speech Language Pathology on-campus, online, and pre professional programs while keeping program costs in line with peer institutions and covering program expenses.

Dental Hygiene Bachelor of Science Program

The Dental Hygiene Department is proposing a professional fee increase of 6.2% ($311 per session, $622 per year) for its Dental Hygiene Bachelor of Science Program. This increase will help offset costs associated with CEC, dental supplies and personal protective equipment, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors.

Dental Hygiene Master of Science Program

The Dental Hygiene Department is proposing a professional fee increase of 7% ($14 per credit hour) for its Master of Science in Dental Hygiene Didactic Program and 6.9% ($19 per credit hour) for its Master of Science in Dental Hygiene Thesis program. These increases will help offset costs associated with CEC, adjunct faculty, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors.

Dietetics

The Master of Science in Nutrition with Dietetic Internship Program within the department of Nutrition and Dietetics is proposing a professional fee increase of 2.8% ($32 per session, $96 per three-session year). This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Graduate Counseling

The Department of Counseling is proposing a professional fee increase of 2.4% ($19 per session, $38 per year) for the Master in Counseling program. This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Idaho Dental Education Program (IDEP)

IDEP provides access to dental education for Idaho students through a cooperative agreement between ISU and Creighton University in Omaha, Nebraska. The program fee is set by Creighton University.

Medical Laboratory Science

The Medical Lab Science program is proposing a professional fee increase of 1.8% ($15 per session, $30 per year). This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Nursing BSN / RN to BS Completion / BS Accelerated

The BSN, RN to BS Completion, and the BS Accelerated programs in the School of Nursing are proposing a professional fee increase of 3.8% ($47 per session, $94 per year). This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Nursing CRNA

The new Nursing CRNA program within the School of Nursing will begin enrolling students in FY2026. The program is proposing a professional fee of $7,957 per session ($23,871 per three-session year) to support program faculty, equipment, materials and supplies, and medical malpractice insurance.

Nursing DNP

The Nursing DNP program in the School of Nursing is proposing a professional fee increase of 5.4% ($138 per session, $276 per year). This increase will help offset costs associated with CEC, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors.

Nursing Graduate Education Certificate

The Graduate Education Certificate program in the School of Nursing is proposing a professional fee increase of 1.7% ($2 per credit hour). This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Nursing MSN

The Nursing MSN program in the School of Nursing is proposing a professional fee increase of 1.8% ($27 per session, $54 per year). This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Nursing PhD

The Nursing PhD program in the School of Nursing is proposing a professional fee increase of 1.8% ($36 per session, $72 per year). This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Nursing PMHNP Certificate

The Nursing PMHNP Certificate program is a new program within the School of Nursing. The program is proposing a professional fee of $200 per credit hour to support program faculty, equipment, materials and supplies, and medical malpractice insurance.

Occupational Therapy

The Occupational Therapy (OT) Program is proposing a professional fee increase of 6.6% ($254 per session, $762 per three-session year) for non-resident students and 9.1% ($156 per session, $468 per three-session year). These increases will help offset costs associated with CEC, technology, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors.

Paramedic Science

The Paramedic Science program within the College of Health is proposing a professional fee increase of 13.5% ($99 per session, $198 per year). This increase will help offset costs associated with CEC, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors.

Pharmacy

The College of Pharmacy is proposing a professional fee increase of 9.5% ($882 per session, $1,764 per year) for non-resident students and 9.5% ($641 per session, $1,282 per year) for resident students. These increases will help offset costs associated with CEC, faculty promotion, computer software, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors.

Physical Therapy

The Physical Therapy (PT) Program is proposing a professional fee increase of 10.5% ($439 per session, $1,317 per three-session year) for non-resident students and 9.6% ($185 per session, $555 per three-session year) for resident students. These increases will help offset costs associated with CEC, clinical affiliations, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors.

Physician Assistant

The department of Physician Assistant Studies is proposing a 4.4% ($389 per session, $1,167 per three-session year) increase in professional fees for non-resident students and a 4.4% ($380 per session, $1,140 per three-session year) increase for resident students. These increases will help offset costs associated with CEC, faculty promotion, equipment, medical malpractice insurance, and other inflationary factors.

Radiographic Science

The Radiographic Science Program is proposing a professional fee increase of 1.8% ($9 per session, $18 per year). This increase will help offset costs associated with CEC, medical malpractice insurance, and other inflationary factors.

Sign Language Interpreting

The Sign Language Interpreting program is proposing a professional fee increase of 25.6% ($33 per credit hour). This increase will help offset costs associated with CEC, external assessments, adjunct faculty, site visits, medical malpractice insurance, and other inflationary factors.

Social Work BA

The Social Work BA program is proposing a professional fee increase of 5.1% ($9 per session, $18 per year). This increase will help offset costs associated with CEC, student field experiences, and other inflationary factors.

Social Work MS

The Social Work MS program is proposing a professional fee increase of 5.1% ($13 per session, $26 per year). This increase will help offset costs associated with CEC, student field experiences, and other inflationary factors.

Speech-Language Pathology MS (On-Campus)

The Speech-Language Pathology (SLP) On-Campus program in the Department of Communication Sciences Disorders is proposing a professional fee increase of 17.3% ($32 per credit hour). This increase will help offset costs associated with CEC, SimuCase and Exxat software, equipment upgrade and replacement, medical malpractice insurance, and other inflationary factors. This increase supports increased parity between on-campus and online SLP programs.

Speech-Language Pathology (Online)

The Speech-Language Pathology (Online) program in the Department of Communication Sciences Disorders is proposing a professional fee increase of 5.3% ($21 per credit hour). This increase will help offset costs associated with CEC, medical malpractice insurance, SimuCase and Exxat software, and other inflationary factors. This increase supports increased parity between on-campus and online SLP programs.

Speech Language Pathology Online Pre-Professional

The Speech-Language Pathology Online Pre-Professional program in the Department of Communication Sciences Disorders is proposing a professional fee increase of 6.7% ($12 per credit hour). This increase will help offset costs associated with CEC, equipment upgrade and replacement, medical malpractice insurance, faculty promotion, and other inflationary factors. This increase supports increased parity between on-campus and online SLP programs.

Online and Self-Support Program Fees

ISU is proposing increases to select online and self-support program fees as outlined below. These recommendations are based on an analysis of program costs, student impact, workforce outcomes, and market conditions.

Bachelor of Social Work

The College of Arts and Letters, in collaboration with the Kasiska Division of Health Sciences, is proposing an online program fee of $450 per credit for the associate to bachelor degree program offered as part of ISU's partnership with Roseburg, Oregon and Umpqua Community College (UCC). This fee will be used to support program faculty, technology, and student practica.

Clinical Psychopharmacology

The Clinical Psychopharmacology program in the College of Pharmacy is proposing an online program fee increase of .3% ($2 per credit hour). This increase will help offset costs associated with medical malpractice insurance.

Elementary Education BA/BS

The Elementary Education BA/BS programs in the College of Education are proposing an online program fee increase of 4.9% ($14 per credit hour). These increases will help offset costs associated with CEC, program expansion, and other inflationary factors.

Fire Services Administration

The Fire Services Administration program in the Department of Emergency Services is proposing an online program fee increase of 3% ($8 per credit hour). This increase will help offset costs associated with CEC.

Health Informatics

The Health Informatics program is proposing an online program fee increase of 1.8% ($10 per credit hour) for the Master of Science in Health Informatics program. This increase will help offset costs associated with medical malpractice insurance.

Special Education BA/BS

The Special Education BA/BS programs in the College of Education are proposing an online program fee increase of 4.9% ($14 per credit hour). These increases will help offset costs associated with CEC, program expansion, and other inflationary factors.

Diagnostic Medical Sonography

The Diagnostic Medical Sonography Program within the Department of Radiographic Sciences is proposing a self-supporting program fee increase of 6.8% ($23 per credit hour). This increase will help offset costs associated with CEC, program equipment, medical malpractice insurance, and other inflationary factors.

Pharmacy Alaska

The Pharmacy Alaska program within the College of Pharmacy is proposing a self-supporting program fee increase of 9.3% ($1,363 per session, 2,726 per year). This increase will help offset costs associated with CEC, program equipment and maintenance, computer software, medical malpractice insurance, and other inflationary factors.

Attachments

Attachment 1 Schedule detailing the tuition and fee changes
Attachment 2 Schedule displaying a 4-year history of Board-approved fees and the FY2025 requested fees
Attachment 3 Chart: Cost of Attending College vs. Per Capita Income
Attachment 4 Chart: Cost to Deliver College and Cost to Deliver Per FTE
Attachment 5 Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage
Attachment 6 Chart showing comparison of institution tuition and fees to peer averages with and without aspirational peers

IDAHO STATE UNIVERSITY

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Tuition & Fees

	Student Tuition & Fees:	FY24 Rates	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
1	**Full-time Undergraduate:**					
2	Resident Tuition	$5,992.24	$6,104.44	$6,104.44	$112.20	1.9%
3	Consolidated Mandatory Fee:				0.00	0.0%
4	Student Enrollment, Engagement and Success	54.32	54.76	54.76	0.44	0.8%
5	Institutional Operations, Services and Support	1,824.62	1,943.06	1,943.06	118.44	6.5%
6	Student Health and Wellness	342.88	364.74	364.74	21.86	6.4%
7	Student Government	132.94	134.00	134.00	1.06	0.8%
8	Student Government - Opt Out Portion	9.00	9.00	9.00	0.00	0.0%
9	**Total Full-Time Undergraduate**	$8,356.00	$8,610.00	$8,610.00	$254.00	3.0%
10						
11	**Part-Time Undergraduate per Credit Hour/Summer:**					
12	Resident Tuition	$343.62	$351.58	$351.58	$7.96	2.3%
13	Consolidated Mandatory Fee:	0.00	0.00	0.00	0.00	0.0%
14	Student Enrollment, Engagement and Success	1.42	1.39	1.39	(0.03)	-2.1%
15	Institutional Operations, Services and Support	58.85	63.42	63.42	4.57	7.8%
16	Student Health and Wellness	17.87	17.91	17.91	0.04	0.2%
17	Student Government	4.64	5.00	5.00	0.36	7.8%
18	Student Government - Opt Out Portion	0.35	0.45	0.45	0.10	28.6%
19	**Total Part-Time Undergraduate**	$426.75	$439.75	$439.75	$13.00	3.0%
20						
21	**Full-Time Undergraduate Summer Fees:**					
22	Resident Tuition	N/A	N/A	N/A	N/A	N/A
23	Consolidated Mandatory Fee:	N/A	N/A	N/A	N/A	N/A
24	Student Enrollment, Engagement and Success	N/A	N/A	N/A	N/A	N/A
25	Institutional Operations, Services and Support	N/A	N/A	N/A	N/A	N/A
26	Student Health and Wellness	N/A	N/A	N/A	N/A	N/A
27	Student Government	N/A	N/A	N/A	N/A	N/A
28	Student Government - Opt Out Portion	N/A	N/A	N/A	N/A	N/A
29	**Total Full-Time Undergraduate Summer**	N/A	N/A	N/A	N/A	N/A
30						
31	**Full-Time Graduate:**					
32	Resident Tuition	$5,992.24	$6,104.44	$6,104.44	$112.20	1.9%
33	Graduate Fee	2,912.00	2,912.00	2,912.00	0.00	0.0%
34	Consolidated Mandatory Fee:	0.00	0.00	0.00	0.00	0.0%
35	Student Enrollment, Engagement and Success	54.32	54.76	54.76	0.44	0.8%
36	Institutional Operations, Services and Support	1,824.62	1,943.06	1,943.06	118.44	6.5%
37	Student Health and Wellness	342.88	364.74	364.74	21.86	6.4%
38	Student Government	132.94	134.00	134.00	1.06	0.8%
39	Student Government - Opt Out Portion	9.00	9.00	9.00	0.00	0.0%
40	**Total Full-Time Graduate**	$11,268.00	$11,522.00	$11,522.00	$254.00	2.3%
41						
42	**Part-Time Graduate per Credit Hour/Summer:**					
43	Resident Tuition	$343.62	$351.58	$351.58	7.96	2.3%
44	Graduate Fee	137.25	137.25	137.25	0.00	0.0%
45	Consolidated Mandatory Fee:	0.00	0.00	0.00	0.00	0.0%
46	Student Enrollment, Engagement and Success	1.42	1.39	1.39	(0.03)	-2.1%
47	Institutional Operations, Services and Support	58.85	63.42	63.42	4.57	7.8%
48	Student Health and Wellness	17.87	17.91	17.91	0.04	0.2%
49	Student Government	4.64	5.00	5.00	0.36	7.8%
50	Student Government - Opt Out Portion	0.35	0.45	0.45	0.10	28.6%
51	**Total Part-Time Graduate**	$564.00	$577.00	$577.00	$13.00	2.3%
52						

IDAHO STATE UNIVERSITY

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Tuition & Fees

	Student Tuition & Fees:	FY24 Rates	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
53	**Non-Resident Tuition (includes mandatory fees listed above):**					
54	Undergraduate Nonresident - FT	$27,466.00	$27,720.00	$27,720.00	$254.00	0.9%
55	Undergraduate Nonresident - PT	$858.00	$1,039.75	$1,039.75	$181.75	21.2%
56	Undergraduate Nonresident - Summer	$426.75	$439.75	$439.75	$13.00	3.0%
57	Graduate Nonresident - FT	$30,152.00	$30,632.00	$30,632.00	$480.00	1.6%
58	Graduate Nonresident - PT	$942.00	$1,177.00	$1,177.00	$235.00	24.9%
59	Graduate Nonresident - Summer	$564.00	$577.00	$577.00	$13.00	2.3%
60						
61	**Professional Fees:**					
62	Athletic Training MS	$2,385.00	$2,427.00	$2,427.00	$42.00	1.8%
63	Audiology AuD (Per. Cr. Hr.)	$141.00	$170.00	$170.00	$29.00	20.6%
64	Clinical Medical Lab Science	$1,672.00	$1,702.00	$1,702.00	$30.00	1.8%
65	Communication Sciences & Disorders BS (Per. Cr. Hr.)	$180.00	$192.00	$192.00	$12.00	6.7%
66	Dental Hygiene BS (Junior/Senior)	$10,034.00	$10,656.00	$10,656.00	$622.00	6.2%
67	Dental Hygiene MS - Didactic (Per. Cr. Hr.)	$201.00	$215.00	$215.00	$14.00	7.0%
68	Dental Hygiene MS - Thesis (Per. Cr. Hr.)	$277.00	$296.00	$296.00	$19.00	6.9%
69	Dietetics	$3,414.00	$3,510.00	$3,510.00	$96.00	2.8%
70	Graduate Counseling	$1,614.00	$1,652.00	$1,652.00	$38.00	2.4%
71	Idaho Dental Education Program (IDEP)	$33,760.00	TBD	TBD		0.0%
72	Nursing BSN	$2,490.00	$2,584.00	$2,584.00	$94.00	3.8%
73	Nursing CRNA	$0.00	$23,871.00	$23,871.00	NEW	NEW
74	Nursing DNP	$5,142.00	$5,418.00	$5,418.00	$276.00	5.4%
75	Nursing Graduate Education Certificate (Per. Cr. Hr.)	$120.00	$122.00	$122.00	$2.00	1.7%
76	Nursing MSN	$3,070.00	$3,124.00	$3,124.00	$54.00	1.8%
77	Nursing PhD	$4,040.00	$4,112.00	$4,112.00	$72.00	1.8%
78	Nursing PMHNP Certificate (Per. Cr. Hr.)	$0.00	$200.00	$200.00	NEW	NEW
79	Occupational Therapy (Non-Resident)	$11,484.00	$12,246.00	$12,246.00	$762.00	6.6%
80	Occupational Therapy (Resident)	$5,169.00	$5,637.00	$5,637.00	$468.00	9.1%
81	Paramedic Science AS	$1,468.00	$1,666.00	$1,666.00	$198.00	13.5%
82	Pharmacy Professional Fee (Non-Resident)	$18,616.00	$20,380.00	$20,380.00	$1,764.00	9.5%
83	Pharmacy Professional Fee (Resident)	$13,528.00	$14,810.00	$14,810.00	$1,282.00	9.5%
84	Physical Therapy (Non-Resident)	$12,570.00	$13,887.00	$13,887.00	$1,317.00	10.5%
85	Physical Therapy (Resident)	$5,796.00	$6,351.00	$6,351.00	$555.00	9.6%
86	Physician Assistant (Non-Resident)	$26,565.00	$27,732.00	$27,732.00	$1,167.00	4.4%
87	Physician Assistant (Resident)	$25,911.00	$27,051.00	$27,051.00	$1,140.00	4.4%
88	Radiographic Science	$980.00	$998.00	$998.00	$18.00	1.8%
89	Sign Language Interpreting (Per. Cr. Hr.)	$129.00	$162.00	$162.00	$33.00	25.6%
90	Social Work BA	$350.00	$368.00	$368.00	$18.00	5.1%
91	Social Work MS	$512.00	$538.00	$538.00	$26.00	5.1%
92	Speech Language Pathology MS (Per. Cr. Hr.)	$185.00	$217.00	$217.00	$32.00	17.3%
93	Speech Language Pathology Online MS (Per. Cr. Hr.)	$400.00	$421.00	$421.00	$21.00	5.3%
94	Speech Language Pathology Online PreProf. (Per. Cr. Hr.)	$180.00	$192.00	$192.00	$12.00	6.7%
95						
96	**Self-Support Fees:**					
97	Diagnostic Medical Sonography Certificate (Cr. Hr.)	$340.00	$363.00	$363.00	$23.00	6.8%
98	Pharmacy Alaska	$29,200.00	$31,926.00	$31,926.00	$2,726.00	9.3%
99						

IDAHO STATE UNIVERSITY

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Tuition & Fees

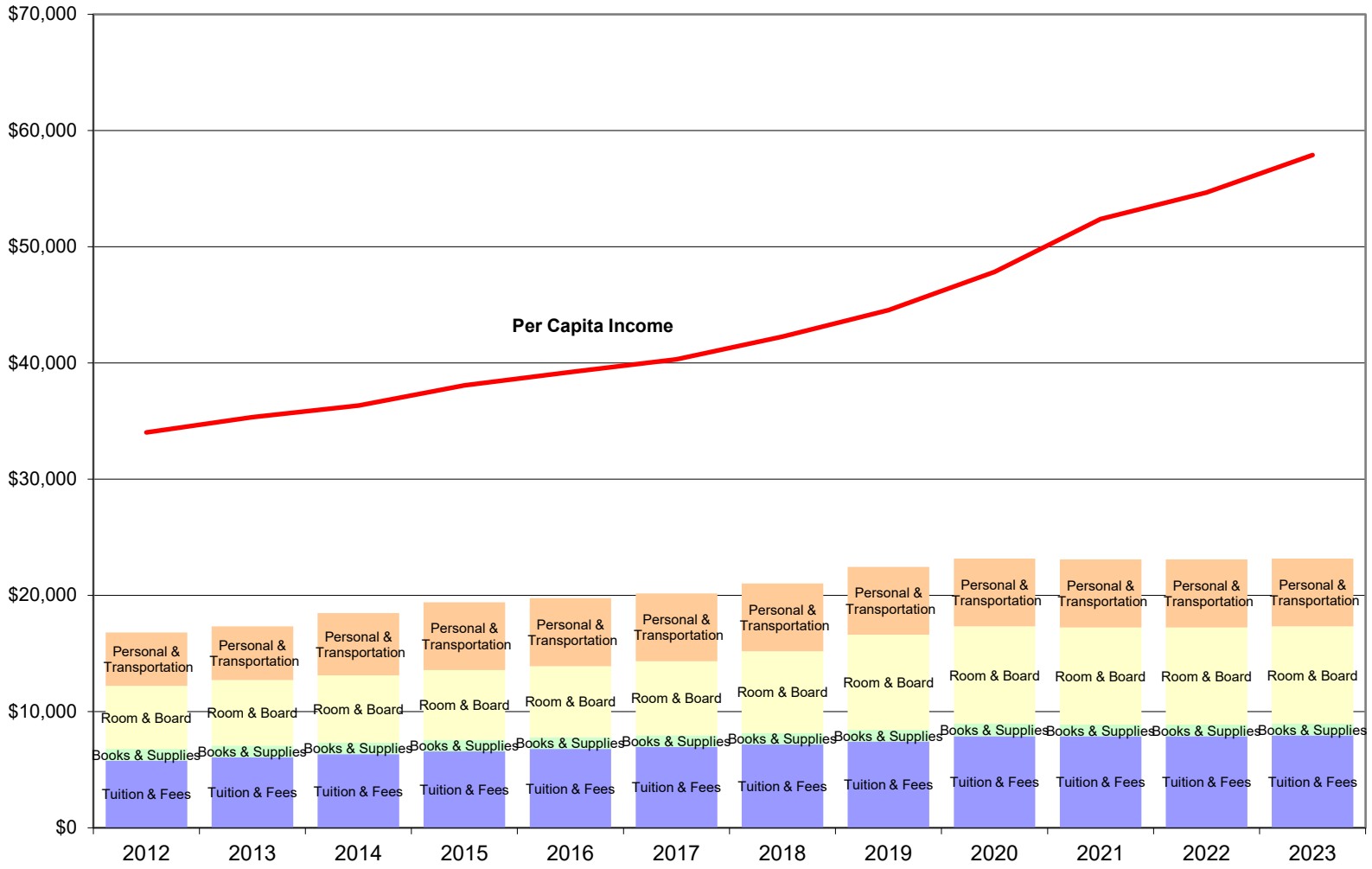
	Student Tuition & Fees:	FY24 Rates	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
100	**Online Program Fees**					
101	Bachelor of Science in Respiratory Therapy (Per Cr. Hr.)	$300.00	$300.00	$300.00	$0.00	0.0%
102	Bachelor of Social Work - Umpqua (Per Cr. Hr.)	$0.00	$450.00	$450.00	NEW	NEW
103	Basic Technical Certificate in Cloud Computing (Per Cr. Hr.)	$300.00	$300.00	$300.00	$0.00	0.0%
104	Clinical Psychopharmacology (Per. Cr. Hr.)	$579.00	$581.00	$581.00	$2.00	0.3%
105	Elementary Education BA/BS (Per. Cr. Hr.)	$283.00	$297.00	$297.00	$14.00	4.9%
106	Fire Services Administration (Per Cr. Hr.)	$265.00	$273.00	$273.00	$8.00	3.0%
107	Health Informatics MS (Per. Cr. Hr.)	$565.00	$575.00	$575.00	$10.00	1.8%
108	Industrial Cybersecurity Apprenticeship AAS (Per. Cr. Hr.)	$350.00	$350.00	$350.00	$0.00	0.0%
109	Land Surveying Certificate (Per. Cr. Hr.)	$360.00	$360.00	$360.00	$0.00	0.0%
110	Listening and Spoken Languages Certificate (Per. Cr. Hr.)	$925.00	$925.00	$925.00	$0.00	0.0%
111	Spanish MA (Per. Cr. Hr.)	$330.00	$330.00	$330.00	$0.00	0.0%
112	Special Education BA/BS (Per. Cr. Hr.)	$283.00	$297.00	$297.00	$14.00	4.9%
113	Surveying Technician Technical Certificate (Per. Cr. Hr.)	$360.00	$360.00	$360.00	$0.00	0.0%
114						
115	**Other Fees:**					
116	WUE (tuition and fees)	$11,352.00	$11,663.10	$11,663.10	$311.10	2.7%
117	In-service Fees/Cr Hr - Undergrad (Cr. Hr.)	$138.00		$142.00	$4.00	2.9%
118	In-service Fees/Cr Hr - Graduate (Cr. Hr.)	$180.00		$185.00	$5.00	2.8%
119	New Student Orientation	$105.00	$105.00	$105.00	$0.00	0.0%
120	Dual Credit Fee	$75.00	$75.00	$75.00	$0.00	0.0%
121						
122						
123	**Full- & part-time fees are effective Fall Semester 2024. Summer fees are effective Summer 2025.**					
124						

IDAHO STATE UNIVERSITY

4-year History of Board Approved Fees plus FY25 Requested Fees
Annual Full-Time Fees and Part-Time Credit Hours Fees

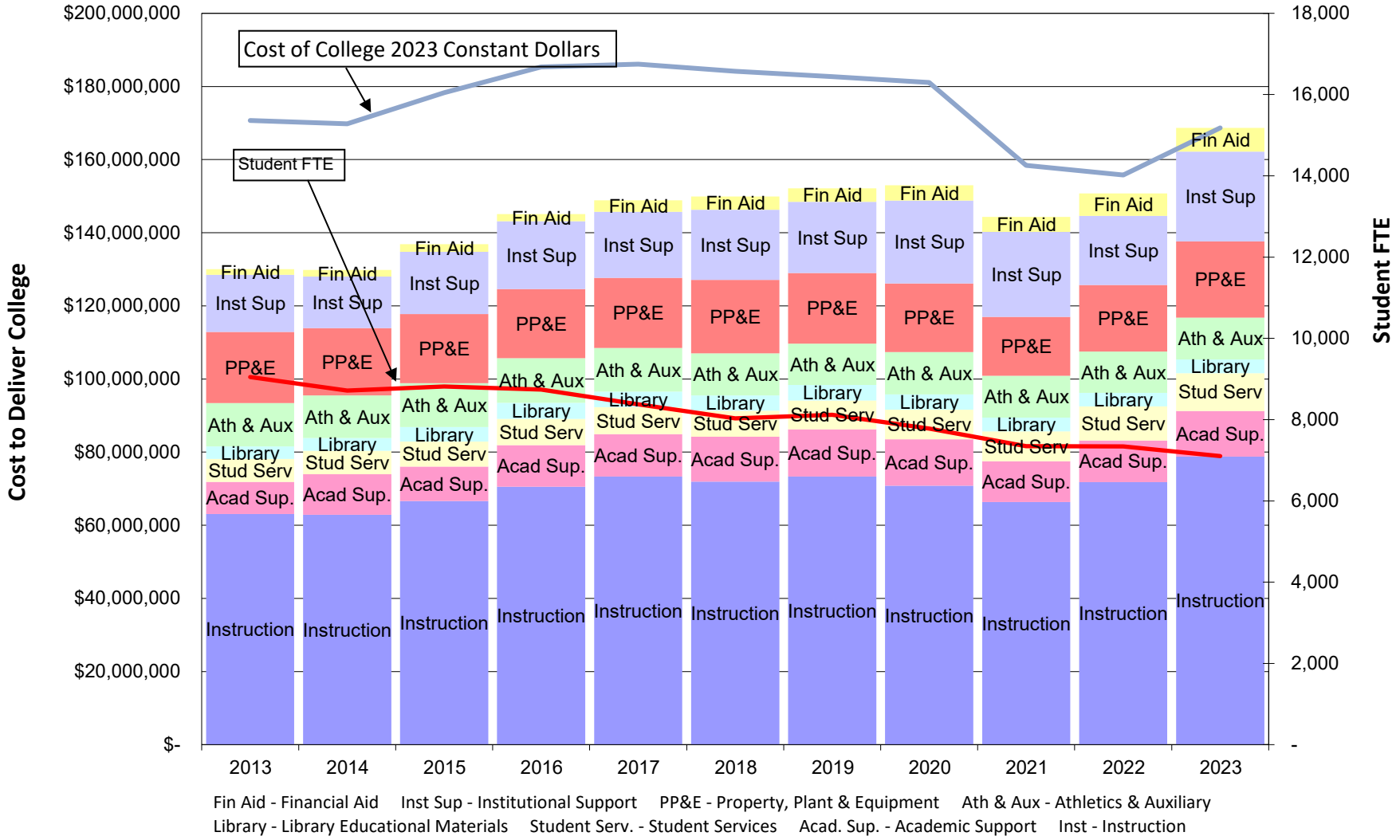
	Student Fees:	FY 2021	FY 2022	FY 2023	FY 2024	Request FY 2025	5-Year Increase	% Increase
1	**Full-time Fees**							
2	Resident Tuition (Unrestricted)	$5,928.04	$5,928.04	$5,928.04	$5,992.24	$6,104.44	$176.40	2.98%
3	Technology Fee	176.80					(176.80)	-100.00%
4	Facilities Fees	590.00					(590.00)	-100.00%
5	Student Activity Fees	1,177.16					(1,177.16)	-100.00%
6	Consolidated Mandatory Fee:		1,943.96				0.00	-100.00%
7	Student Enrollment, Engagement and Success			54.32	54.32	54.76	54.76	100.00%
8	Institutional Operations, Services and Support			1,512.28	1,824.62	1,943.06	1,943.06	100.00%
9	Student Health and Wellness			322.02	342.88	364.74	364.74	100.00%
10	Student Government			132.94	132.94	134.00	134.00	100.00%
11	Student Government - Opt Out Portion			8.00	9.00	9.00	9.00	100.00%
12	**Total Full-time Fees**	$7,872.00	$7,872.00	$7,957.60	$8,356.00	$8,610.00	$738.00	9.37%
13	Percentage Increase	0.0%	0.0%	1.1%	5.0%	3.0%		
14								
15	**Part-time Credit Hour Fees**							
16	Undergraduate Resident Tuition	$335.03	$335.03	$335.03	$343.62	$351.58	$16.55	4.94%
17	Technology Fee	6.52					(6.52)	0.00%
18	Facilities Fees	10.00					(10.00)	0.00%
19	Student Activity Fees	50.45					(50.45)	-100.00%
20	Consolidated Mandatory Fee:		66.97				0.00	-100.00%
21	Student Enrollment, Engagement and Success			1.42	1.42	1.39	1.39	100.00%
22	Institutional Operations, Services and Support			47.96	58.85	63.42	63.42	100.00%
23	Student Health and Wellness			17.06	17.87	17.91	17.91	100.00%
24	Student Government			4.64	4.64	5.00	5.00	100.00%
25	Student Government - Opt Out Portion			0.33	0.35	0.45	0.45	100.00%
26	**Total Part-time Cr Hr Fees**	$402.00	$402.00	$406.44	$426.75	$439.75	$37.75	9.39%
27		0.0%	0.0%	1.1%	5.0%	3.0%		
28	**Other Student Fees**							
29	Academic Year Graduate Fees:							
30	Full-Time Tuition	$5,928.04	$5,928.04	$5,928.04	$5,992.24	$6,104.44	$176.40	2.98%
31	Full-Time Grad Fee	$2,053.96	$2,451.96	$2,672.64	$2,912.00	$2,912.00	$858.04	41.77%
32	Full-Time Other Fees	$1,943.96	$1,943.96	$2,029.56	$2,363.76	$2,505.56	$561.60	28.89%
33	Total	$9,925.96	$10,323.96	$10,630.24	$11,268.00	$11,522.00	$1,596.04	16.08%
34	Part-Time Tuition	$335.03	$335.03	$335.03	$343.62	$351.58	$16.55	4.94%
35	Part-Time Grad Fee	$102.97	$122.97	$134.04	$137.25	$137.25	$34.28	33.29%
36	Part-Time Other Fees	$66.97	$66.97	$71.41	$83.13	$88.17	$21.20	31.66%
37	Total	$504.97	$524.97	$540.48	$564.00	$577.00	$72.03	14.26%
38	Nonresident Tuition:							
39	Full-time Tuition Premium	$16,622.00	$17,454.00	$17,977.62	$19,110.00	$19,110.00	$2,488.00	14.97%
40	Full-time Graduate Tuition Premium	$16,622.00	$17,454.00	$17,977.62	$18,884.00	$19,110.00	$2,488.00	14.97%
41	Part-time Tuition Premium	$270.30	$283.82	$296.02	$431.25	$600.00	$329.70	121.98%
42	Part-time Graduate Tuition Premium	$270.30	$283.82	$296.02	$378.00	$600.00	$329.70	121.98%
43	Professional Fees:							
44	Athletic Training	$1,500.00	$1,500.00	$1,522.00	$1,590.00	$2,427.00	$927.00	61.80%
45	Audiology AuD (Cr Hr)	$74.00	$88.00	$110.00	$141.00	$170.00	$96.00	129.73%
46	Clinical Medical Lab Science	$1,446.00	$1,490.00	$1,562.00	$1,672.00	$1,702.00	$256.00	17.70%
47	Communication Sciences & Disorders BS (Cr Hr)				$180.00	$192.00	New	New
48	Dental Hygiene BS (Junior/Senior)	$2,346.00	$8,350.00	$9,334.00	$10,034.00	$10,656.00	$8,310.00	354.22%
49	Dental Hygiene MS-Didactic (Cr Hr)	$157.00	$165.00	$185.00	$201.00	$215.00	$58.00	36.94%
50	Dental Hygiene MS-Thesis (Cr Hr)	$271.00	$271.00	$271.00	$277.00	$296.00	$25.00	9.23%
51	Dietetics	$3,150.00	$3,219.00	$3,267.00	$3,414.00	$3,510.00	$360.00	11.43%
52	Graduate Counseling	$1,144.00	$1,314.00	$1,416.00	$1,614.00	$1,652.00	$508.00	44.41%
53	Idaho Dental Education (IDEP)	$30,756.00	$32,102.00	$32,924.00	$33,760.00	TBD	TBD	TBD
54	Nursing-BSN	$1,930.00	$1,954.00	$2,338.00	$2,490.00	$2,584.00	$654.00	33.89%
55	Nursing CRNA					$23,871.00	New	New
56	Nursing-DNP	$4,310.00	$4,370.00	$4,858.00	$5,142.00	$5,418.00	$1,108.00	25.71%
57	Nursing Graduate Ed Certificate (Cr Hr)				$120.00	$122.00	New	New
58	Nursing-MSN	$2,376.00	$2,402.00	$2,836.00	$3,070.00	$3,124.00	$748.00	31.48%
59	Nursing-PhD	$2,366.00	$2,366.00	$3,784.00	$4,040.00	$4,112.00	$1,746.00	73.80%
60	Nursing PMHNP Certificate (Per. Cr. Hr.)					$200.00	New	New
61	Occupational Therapy - Nonres	$8,412.00	$8,961.00	$10,737.00	$11,484.00	$12,246.00	$3,834.00	45.58%
62	Occupational Therapy - Resident	$3,786.00	$4,032.00	$4,830.00	$5,169.00	$5,637.00	$1,851.00	48.89%
63	Paramedic Science	$1,468.00	$1,468.00	$1,468.00	$1,468.00	$1,666.00	$198.00	13.49%
64	PharmD - Nonres	$15,792.00	$16,176.00	$17,084.00	$18,616.00	$20,380.00	$4,588.00	29.05%
65	PharmD - Resident	$11,366.00	$11,750.00	$12,410.00	$13,528.00	$14,810.00	$3,444.00	30.30%
66	Physical Therapy - Nonres	$9,984.00	$10,563.00	$11,487.00	$12,570.00	$13,887.00	$3,903.00	39.09%
67	Physical Therapy - Resident	$4,611.00	$4,878.00	$5,304.00	$5,796.00	$6,351.00	$1,740.00	37.74%
68	Physician Assistant - Nonres	$21,945.00	$22,710.00	$24,687.00	$26,565.00	$27,732.00	$5,787.00	26.37%
69	Physician Assistant - Resident	$21,690.00	$22,446.00	$24,075.00	$25,911.00	$27,051.00	$5,361.00	24.72%
70	Radiographic Science	$870.00	$900.00	$914.00	$980.00	$998.00	$128.00	14.71%
71	Sign Language Interpreting (Cr Hr.)			$120.00	$129.00	$162.00	New	New
72	Social Work BA	$250.00	$250.00	$250.00	$350.00	$368.00	$118.00	47.20%
73	Social Work MS	$412.00	$412.00	$412.00	$512.00	$538.00	$126.00	30.58%
74	Speech Language Path MS (Cr Hr)	$72.00	$85.00	$95.00	$185.00	$217.00	$145.00	201.39%
75	Speech Language Path Online MS (Cr Hr)	$498.00	$499.00	$525.00	$400.00	$421.00	($77.00)	-15.46%
76	Speech Language Path Online PreProf (Cr Hr)	$273.00	$276.00	$319.00	$180.00	$192.00	($81.00)	-29.67%
77	Self-Support Program Fees							
78	Diagnostic Med Sonography	$277.09	$302.00	$318.00	$340.00	$363.00	$85.91	31.00%
79	Pharmacy Alaska	$29,200.00	$29,200.00	$29,200.00	$29,200.00	$31,926.00	$2,726.00	9.34%
80	Online Program Fees							
81	Bachelor of Science in Respiratory Therapy (Cr Hr)			$300.00	$300.00	$300.00	New	New
82	Bachelor of Social Work - Umpqua (Cr Hr)					$450.00	New	New
83	Basic Technical Certificate in Cloud Computing (Cr Hr)			$300.00	$300.00	$300.00	New	New
84	Clinical Psychopharmacology (Cr Hr.)			$560.00	$579.00	$581.00	New	New
85	Elementary Education BA/BS (Cr. Hr.)		$262.00	$262.00	$283.00	$297.00	New	New
86	Fire Services Administration (Cr. Hr.)		$250.00	$250.00	$265.00	$273.00	New	New
87	Health Informatics MS (Cr Hr)	$528.00	$528.00	$536.00	$565.00	$575.00	$47.00	8.90%
88	Industrial Cybersecurity Apprenticeship AAS (Cr. Hr)				$350.00	$350.00	New	New
89	Land Surveying Certificate (Cr Hr.)	$330.00	$330.00	$330.00	$360.00	$360.00	$30.00	9.09%
90	Listening and Spoken Languages Certificate (Cr. Hr.)				$925.00	$925.00	New	New
91	Spanish MA (Cr Hr)	$330.00	$330.00	$330.00	$330.00	$330.00	$0.00	0.00%
92	Special Education BA/BS (Cr. Hr.)		$262.00	$262.00	$283.00	$297.00	New	New
93	Surveying Technician Technical Certificate (Cr Hr.)	$330.00	$330.00	$330.00	$360.00	$360.00	$30.00	9.09%
94	Other Fees:							
95	Western Undergrad Exchge Premium	$3,936.00	$2,964.02	$2,964.02	$2,996.00	$3,053.10	($882.90)	-22.43%
96	In-service Fees/Cr Hr - Undergrad	$129.00	$129.00	$131.00	$138.00	$142.00	$13.00	10.08%
97	In-service Fees/Cr Hr - Grad	$170.00	$167.00	$172.00	$180.00	$185.00	$15.00	8.82%
98	Dual Credit Fee	$75.00	$75.00	$75.00	$75.00	$75.00	$0.00	0.00%

Cost of Attending College vs. Per Capita Income
Idaho State University



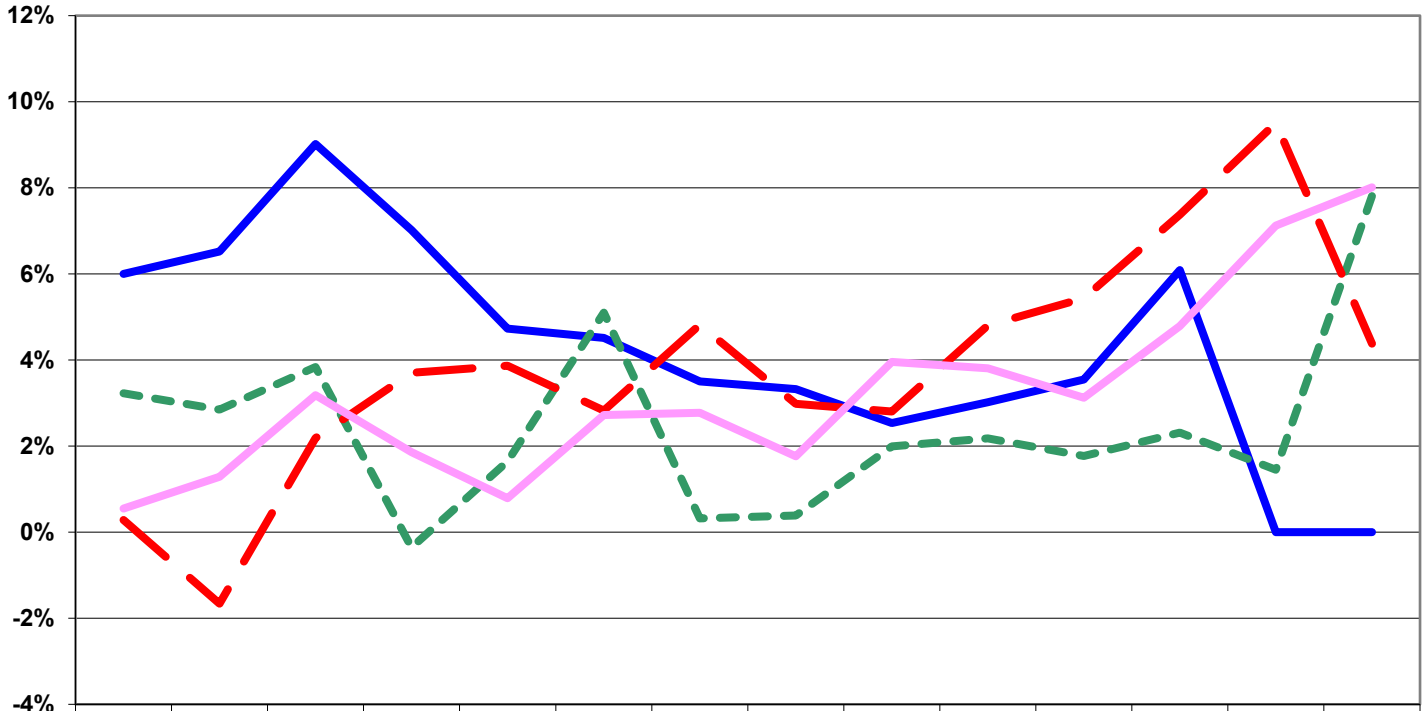
The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Idaho State University



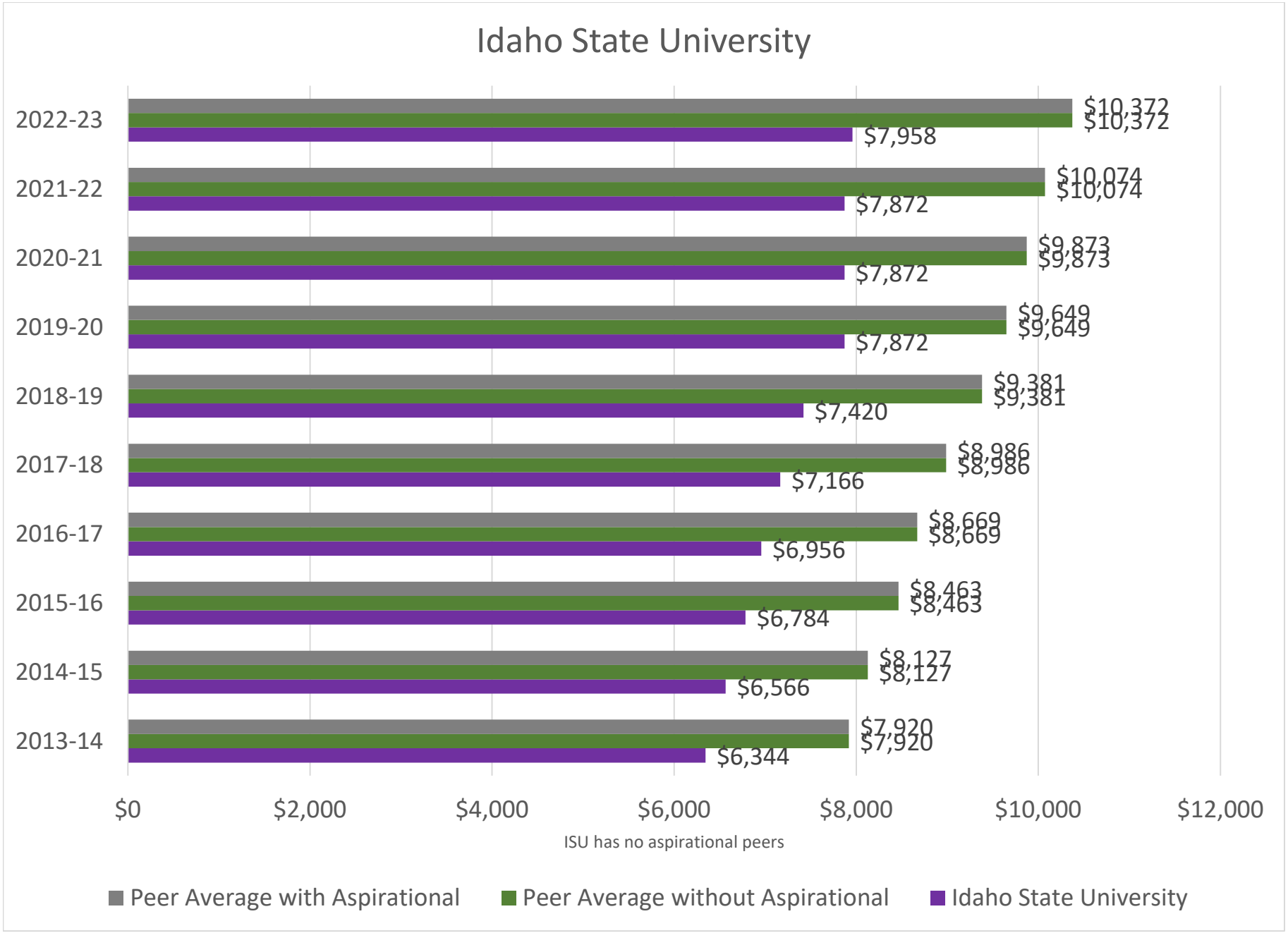
Fin Aid - Financial Aid Inst Sup - Institutional Support PP&E - Property, Plant & Equipment Ath & Aux - Athletics & Auxiliary
Library - Library Educational Materials Student Serv. - Student Services Acad. Sup. - Academic Support Inst - Instruction

Idaho State University
Resident Tuition and Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22
Resident Tuition and Fees	6.00%	6.52%	9.02%	7.02%	4.73%	4.51%	3.50%	3.32%	2.54%	3.02%	3.54%	6.09%	0.00%	0.00%
Consumer Price Index	3.23%	2.85%	3.84%	-0.36%	1.64%	5.10%	0.32%	0.38%	1.99%	2.18%	1.77%	2.31%	1.45%	7.81%
Idaho Per Capita Income	0.29%	-1.66%	2.19%	3.70%	3.86%	2.82%	4.82%	2.98%	2.80%	4.80%	5.43%	7.38%	9.51%	4.38%
Idaho Average Annual Wage	0.55%	1.29%	3.18%	1.86%	0.79%	2.72%	2.77%	1.76%	3.95%	3.81%	3.12%	4.79%	7.13%	8.01%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2022


Idaho State University
2022-23
2021-22
2020-21
2019-20
2018-19
2017-18
2016-17
2015-16
2014-15
2013-14
$10,372
$10,372
$7,958
$10,074
$10,074
$7,872
$9,873
$9,873
$7,872
$9,649
$9,649
$7,872
$9,381
$9,381
$7,420
$8,986
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$7,166
$8,669
$8,669
$6,956
$8,463
$8,463
$6,784
$8,127
$8,127
$6,566
$7,920
$7,920
$6,344
$0
$2,000
$4,000
$6,000
$8,000
$10,000
$12,000
ISU has no aspirational peers
Peer Average with Aspirational
Peer Average without Aspirational
Idaho State University

Idaho State University

ROAR

FY2025
Tuition and Fee Request

April 3, 2024

Idaho State University

FY2025 Legislative Budget Impact

CEC, Fringe, Health Insurance	$ 1,685,900
Risk Mgt, Controller, ITS	(508,500)
EWA	213,300
Endowment Disbursement Adjustment	305,400
Capacity Enhancement	1,924,400
Increased Funding	$ 3,620,500
3% CEC	$ 3,992,200
Inflation	2,128,500
Increased Costs	$ 6,120,700
Funding Gap	**$ 2,500,200**

ROAR

Idaho State University

FY2025 Proposed Tuition &Fees

FULL TIME STUDENT - PER SEMESTER	Semester 2023-2024	Semester 2024-2025	Increase Amount	Increase %
Undergraduate	$ 4,178.00	$ 4,305.00	$ 127.00	3.0%
Western Undergraduate Exchange	5,676.00	5,831.55	155.55	2.7%
Undergraduate Non-Resident	13,733.00	13,860.00	127.00	0.9%
Graduate	5,634.00	5,761.00	127.00	2.3%
Graduate Non-Resident	15,076.00	15,316.00	240.00	1.6%
Consolidated Mandatory Fees (included in above totals)				
Student Enrollment, Engagement, and Success	$ 27.16	$ 27.38	$ 0.22	0.8%
Student Health and Wellness	171.44	182.37	10.93	6.4%
Institutional Operations, Services, and Support	912.31	971.53	59.22	6.5%
Student Government	66.47	67.00	0.53	0.8%
Student Clubs and Organizations (1)	4.50	4.50	-	0.0%
Total Mandatory Fees	$ 1,181.88	$ 1,252.78	$ 70.90	6.0%

(1) Students may opt-out of the Student Clubs and Organizations Fee

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Idaho State University

FY2025 Proposed Tuition &Fees

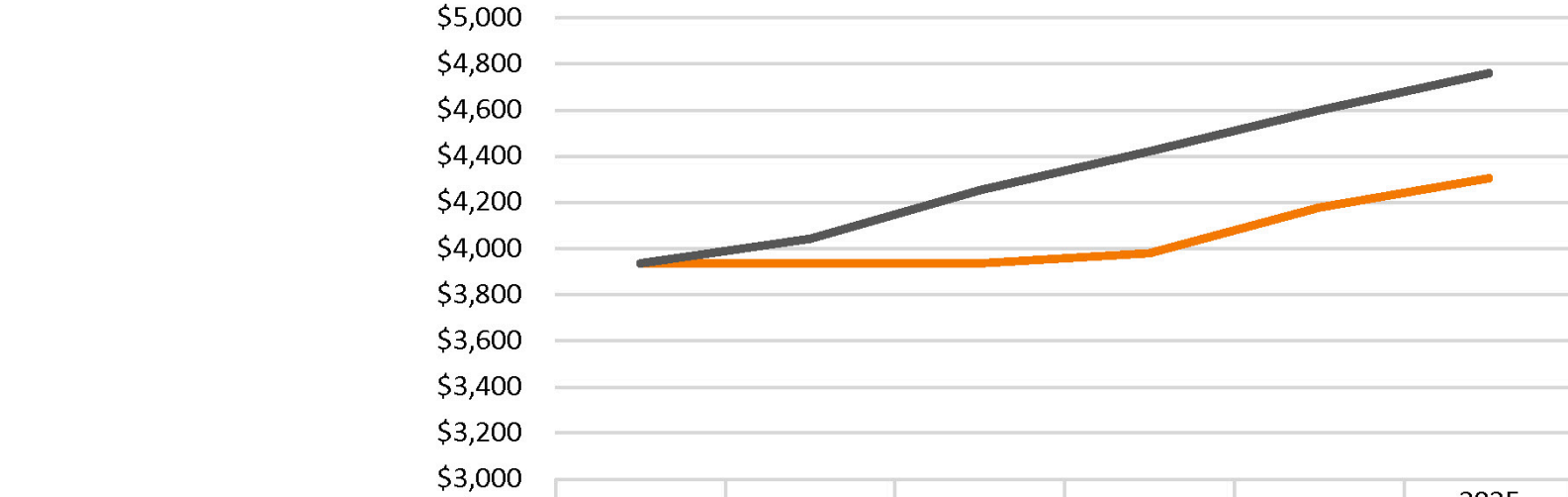
PART-TIME - PER CREDIT HOUR	Sem 23/24 Summer (24) Cr.Hr.Fee	Sem 24/25 Summer (25) Cr.Hr.Fee	Increase Amount	Increase %
Undergraduate	$ 426.75	$ 439.75	$ 13.00	3.0%
Undergraduate Non-Resident	858.00	1,039.75	181.75	21.2%
Graduate	564.00	577.00	13.00	2.3%
Graduate Non-Resident	942.00	1,177.00	235.00	24.9%
Consolidated Mandatory Fees (included above totals)				
Student Enrollment, Engagement, and Success	$ 1.42	$ 1.39	$ (0.03)	-2.1%
Student Health and Wellness	17.87	17.91	0.04	0.2%
Institutional Operations, Services, and Support	58.85	63.42	4.57	7.8%
Student Government	4.64	5.00	0.36	7.8%
Student Clubs and Organizations (2)	0.35	0.45	0.10	28.6%
Total Mandatory Fees	$ 83.13	$ 88.17	$ 5.04	6.1%

(2) Students may opt-out of the Student Clubs and Organizations Fee

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Idaho State University

Tuition and Fee Trends



	2020	2021	2022	2023	2024	2025 Requested
Base Undergraduate Tuition and Fees	3,936	3,936	3,936	3,979	4,178	4,305
Tuition and Fees Indexed to HEPI	3,936	4,042	4,252	4,423	4,599	4,760

Higher Education Price Index: FY2021 2.7%, FY2022 5.2%, FY2023 4.0%, FY2024 est. 4.0%, FY2025 est. 3.5%

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Idaho State University

Tuition and Fee Revenue

Projected Additional Revenue

Central funds	$ 2,400,000
Auxiliary and local funds	200,000
Total	$ 2,600,000

Uses

CEC	$ 2,306,300
Inflation	293,700

Significant inflationary increases, prior year's compounded CEC and inflation, capital equipment costs for classrooms and labs, and occupancy costs are not addressed with this requested increase.

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Idaho State University

Deficit Reduction Plan

~$15M in expense reductions to balance central university budget by FY2027

Continued focus on enrollment, student success, program quality

FY2025

- Budget Optimization Initiative
- Data-informed approach
- Centralized salary savings
- Expenditure reductions by division

ROAR

Idaho State University

Professional and Online Program Fees

Cost Drivers:

- Faculty, staff, CEC
- Preceptorships
- Medical malpractice insurance
- Equipment
- Materials, supplies, consumables
- Accreditation requirements
- Travel

Analysis:

- Program costs
- Student impact
- Workforce outcomes
- Market conditions

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Idaho State University

Thank You

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Lewis-Clark State College
Tuition & Fees Proposal

Proposed Changes to Student Fees

Lewis-Clark State College requests State Board approval to increase tuition and fees by approximately 3.0% for FY2025 to meet institutional needs. The revenue generated will provide support for increases in the ongoing costs of the institution, including the change in employee compensation, Intramurals and Club Sports, a new ID Card system and increases in contractual obligations such as technology.

The specific components of the proposed tuition and fee increases are as follows:

Resident Full-Time Tuition & Fees

- A 3.0% increase in full-time tuition/fees which includes an additional annual $178 in tuition, and $44 in consolidated mandatory fees for a total increase of $222 per year. The proposed FY25 full-time tuition and fees is $7,610 per year versus the prior year fee of $7,388.

Part-Time Tuition & Fees

- A 2.9% increase in the part-time (per credit hour) fee which includes $8.25 in tuition and $2.75 in consolidated mandatory fees for a total increase of $11 per credit hour. The proposed FY25 part-time fee is $389 versus the prior year fee of $378.
- A 2.9% increase in the summer (per credit hour) fee or $9.50 in tuition and $1.50 in consolidated mandatory fees for a total increase of $11 per credit hour. The proposed FY25 summer fee is $389 versus the prior year fee of $378.

Summer Full-Time Tuition & Fees

- A 3.0% increase in the full-time tuition/fees which includes $89 in tuition and $22 in consolidated mandatory fees for a total increase of $111. The proposed FY25 summer full-time tuition and fees is $3,805 versus the prior year fee of $3,694.

Consolidated Mandatory Fees Detail

The State Board of Education adopted the use of a consolidated mandatory fee which is inclusive of facilities, activity, and related technology fees. Per State Board guidance, all elements of the consolidated mandatory fee then fall within one of the following four subcategories:

- Student Enrollment, Engagement, and Success
- Institutional Operations, Services, and Support
- Student Health & Wellness
- Student Government – A subset of this fee includes funding for student activities, clubs, and organizations; of which students shall be allowed to opt-out of payment of this subset of the fee. For LC State, the opt-out amount is $3 per semester.

Institutional Operations, Services, and Support Fees

The college is requesting a $5 increase in the Intramurals and Club Sports activity fee and a $5.50 increase in the ID Card activity fee for full-time students. Additionally, the college is requesting a $.75 increase in the Intramurals and Club Sports activity fee and a $.50 increase in the ID Card activity fee for part-time students. These fees were vetted with the college's student government representatives (ASLCSC) and, in turn, the representatives showed support for the fee increases via a formal resolution.

In addition, the college is requesting an increase in the technology fee. The technology fee funds computer labs, a pay for print system, and the campus enterprise resource planning system. The requested $11.50 per semester ($23 per year) increase for full-time students and $1.50 per credit hour for part-time students will provide the revenue necessary for the rising cost of technology and software maintenance contracts.

Non-Resident Tuition & Fees

- A 3.0% annual increase in non-resident tuition and fees per year. The proposed FY25 non-resident tuition and fees is $22,028 per year versus the prior year of $21,386.
- A 3.0% annual increase in Asotin County non-resident tuition and fees per year. The proposed FY25 Asotin County non-resident tuition and fees is $12,036 per year versus the prior year $11,686.

Graduate Resident Full-Time Tuition & Fees

- A 3.0% increase in full-time tuition/fees which includes an annual $184 in tuition, $70 in graduate fees, and $44 in consolidated mandatory fees for a total increase of $298 per year. The proposed FY25 full-time tuition and fees is $10,230 per year versus the prior year fee of $9,932.

Graduate Non-Resident Full-Time Tuition & Fees

- A 3.0% increase in non-resident full-time tuition/fees which includes an annual $622 in tuition, $70 in graduate fees, and $44 in consolidated mandatory fees for a total increase of $736 per year. The proposed FY25 full-time tuition and fees is $25,296 per year versus the prior year fee of $24,560.

Graduate Part-Time Tuition & Fees

- A 2.8% increase in the part-time (per credit hour) fee which includes $11.25 in tuition and $2.75 in consolidated mandatory fees for a total increase of $14 per credit hour. The proposed FY25 part-time fee is $510 versus the prior year fee of $496.

Idaho Correctional Education Per Credit Hour Fee

- A 0.0% increase in the per credit hour fee as the program transitions from Experimental Pell status to a federally approved prison education program. The proposed FY25 per credit hour fee is $310.

Idaho Correctional Education Full-Time Tuition

- A 0.0% increase in the full-time tuition as the program transitions from Experimental Pell status to a federally approved prison education program. The proposed FY25 full-time tuition is $3,439.

Industry BAS Per Credit Hour Fee

- The college is requesting a new $228 per credit hour fee to be effective with SU 2024. This new fee is intended to help professional populations of students who hold an Associate of Applied Science and a minimum of 3 years' experience in the field. A lower per credit hour fee than the traditional rate is proposed due to the limited access to services for these working professionals, such as limited or no campus activities or services.

Industry BAS Full-Time Tuition

- The college is requesting a new $2,500 full-time tuition to be effective with SU 2024. This new tuition is intended to help professional populations of students who hold an Associate of Applied Science and a minimum of 3 years' experience in the field. A lower full-time rate than the traditional full-time rate is proposed due to the limited access to services for these working professionals, such as limited or no campus activities or services.

Attachments

Attachment 1 Schedule detailing the tuition and fee changes
Attachment 2 Schedule displaying a 4-year history of Board-approved fees and the FY2025 requested fees
Attachment 3 Chart: Cost of Attending College vs. Per Capita Income
Attachment 4 Chart: Cost to Deliver College and Cost to Deliver Per FTE
Attachment 5 Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage
Attachment 6 Chart showing comparison of institution tuition and fees to peer averages with and without aspirational peers

LEWIS-CLARK STATE COLLEGE

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Fees

	Student Fees:	FY24 Fees	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
1	**Full-time Fees:**					
2	Undergraduate Resident Tuition	$6,178.00	$6,356.00	$6,356.00	$178.00	2.9%
3	Consolidated Mandatory Fee:				0.00	0.0%
4	Student Enrollment, Engagement and Success	210.00	210.00	210.00	0.00	0.0%
5	Institutional Operations, Services and Support	727.00	771.00	771.00	44.00	6.1%
6	Student Health and Wellness	167.00	167.00	167.00	0.00	0.0%
7	Student Government	100.00	100.00	100.00	0.00	0.0%
8	Student Government - Opt Out Portion	6.00	6.00	6.00	0.00	0.0%
9	**Total Full-time Fees**	$7,388.00	$7,610.00	$7,610.00	$222.00	3.0%
10						
11	**Part-time Credit Hour Fees:**					
12	Tuition	$326.75	$335.00	$335.00	$8.25	2.5%
13	Consolidated Mandatory Fee:	0.00			0.00	0.0%
14	Student Enrollment, Engagement and Success	1.05	1.05	1.05	0.00	0.0%
15	Institutional Operations, Services and Support	41.90	44.65	44.65	2.75	6.6%
16	Student Health and Wellness	5.95	5.95	5.95	0.00	0.0%
17	Student Government	1.35	1.35	1.35	0.00	0.0%
18	Student Government - Opt Out Portion	1.00	1.00	1.00	0.00	0.0%
19	**Total Part-time Cr Hr Fees**	$378.00	$389.00	$389.00	$11.00	2.9%
20						
21	**Part-time Summer Fees**					
22	Tuition	$251.25	$260.75	$260.75	$9.50	3.8%
23	Consolidated Mandatory Fee:	0.00			0.00	0.0%
24	Student Enrollment, Engagement and Success	1.50	1.50	1.50	0.00	0.0%
25	Institutional Operations, Services and Support	121.00	122.50	122.50	1.50	1.2%
26	Student Health and Wellness	4.25	4.25	4.25	0.00	0.0%
27	Student Government	0.00	0.00	0.00	0.00	0.0%
28	Student Government - Opt Out Portion	0.00	0.00	0.00	0.00	0.0%
29	**Total Summer Cr Hr Fees**	$378.00	$389.00	$389.00	$11.00	2.9%
30						
31	**Full-time Summer Fees**					
32	Tuition	$3,089.00	$3,178.00	$3,178.00	$89.00	2.9%
33	Consolidated Mandatory Fee:	0.00			0.00	0.0%
34	Student Enrollment, Engagement and Success	105.00	105.00	105.00	0.00	0.0%
35	Institutional Operations, Services and Support	363.50	385.50	385.50	22.00	6.1%
36	Student Health and Wellness	83.50	83.5	83.50	0.00	0.0%
37	Student Government	50.00	50	50.00	0.00	0.0%
38	Student Government - Opt Out Portion	3.00	3.00	3.00	0.00	0.0%
39	**Total Full-time Fees**	$3,694.00	$3,805.00	$3,805.00	$111.00	3.0%
40						
41	**Other Student Fees:**					
42	Graduate Fees: Idaho Resident					
43	Graduate Resident Tuition	$6,490.00	$6,674.00	$6,674.00	$184.00	2.8%
44	Full-Time Grad Fee	2,232.00	2,302.00	2,302.00	70.00	3.1%
45	Consolidated Mandatory Fee:	0.00	0.00	0.00	0.00	0.0%
46	Student Enrollment, Engagement and Success	210.00	210.00	210.00	0.00	0.0%
47	Institutional Operations, Services and Support	727.00	771.00	771.00	44.00	6.1%
48	Student Health and Wellness	167.00	167.00	167.00	0.00	0.0%
49	Student Government	100.00	100.00	100.00	0.00	0.0%
50	Student Government - Opt Out Portion	6.00	6.00	6.00	0.00	0.0%
51	**Total Graduate Full-time Fees**	$9,932.00	$10,230.00	$10,230.00	$298.00	3.0%
52						

LEWIS-CLARK STATE COLLEGE

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Fees

	Student Fees:	FY24 Fees	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
53	Graduate Fees: Non-resident					
54	Graduate Nonresident Tuition	$21,118.00	$21,740.00	$21,740.00	$622.00	2.9%
55	Out-of-state Full-time Grad Fee	2,232.00	2,302.00	2,302.00	70.00	3.1%
56	Consolidated Mandatory Fee:	0.00	0.00	0.00	0.00	0.0%
57	Student Enrollment, Engagement and Success	210.00	210.00	210.00	0.00	0.0%
58	Institutional Operations, Services and Support	727.00	771.00	771.00	44.00	0.0%
59	Student Health and Wellness	167.00	167.00	167.00	0.00	0.0%
60	Student Government	100.00	100.00	100.00	0.00	0.0%
61	Student Government - Opt Out Portion	6.00	6.00	6.00	0.00	0.0%
62	**Total Out-of-state Graduate Full-time Fees**	$24,560.00	$25,296.00	$25,296.00	$736.00	3.0%
63						
64	Part-time Graduate Fees					
65	Part-time Tuition	$444.75	$457.25	$456.00	$11.25	2.5%
66	Consolidated Mandatory Fee:	0.00			0.00	0.0%
67	Student Enrollment, Engagement and Success	1.05	1.05	1.05	0.00	0.0%
68	Institutional Operations, Services and Support	41.90	43.40	44.65	2.75	6.6%
69	Student Health and Wellness	5.95	5.95	5.95	0.00	0.0%
70	Student Government	1.35	1.35	1.35	0.00	0.0%
71	Student Government - Opt Out Portion	1.00	1.00	1.00	0.00	0.0%
72	**Total Graduate Part-time Cr Hr Fees**	$496.00	$510.00	$510.00	$14.00	2.8%
73						
74	**Non-Resident Tuition (includes mandatory fees listed above):**					
75	Undergraduate Nonresident - FT	$21,386.00	$22,028.00	$22,028.00	$642.00	3.0%
76	Undergraduate Nonresident - PT	N/A	N/A	N/A	N/A	N/A
77	Undergraduate Nonresident - Summer	N/A	N/A	N/A	N/A	N/A
78	Nonres - Asotin County (LCSC)	$11,686.00	$12,036.00	$12,036.00	$350.00	3.0%
79	Professional Fees:					
80	NONE	N/A	N/A	N/A	N/A	N/A
81	Self-Support Fees:					
82	NONE	N/A	N/A	N/A	N/A	N/A
83	Online Program Fees					
84	NONE	N/A	N/A	N/A	N/A	N/A
85	Other Fees:					
86	WUE **(Tuition ONLY)**	$9,267.00	$9,534.00	$9,534.00	$267.00	2.9%
87	Portfolio Class Fee	$50.00	$50.00	$50.00	$0.00	0.0%
88	Idaho Correctional Education Per Credit Hour Fee	$310.00	$310.00	$310.00	$0.00	0.0%
89	Idaho Correctional Education Full-Time Tuition	$3,439.00	$3,439.00	$3,439.00	$0.00	0.0%
90	Industry BAS Per Credit Hour Fee **(New)**	$0.00	$228.00	$228.00	$228.00	NEW
91	Industry BAS Full-Time Tuition **(New)**	$0.00	$2,500.00	$2,500.00	$2,500.00	NEW
92	In-service Fees/Cr Hr - Undergrad	$138.00		$142.00	$4.00	2.9%
93	In-service Fees/Cr Hr - Graduate	$180.00		$185.00	$5.00	2.8%
94	Course Overload Tuition (20 cr. or more)	$378.00	$389.00	$389.00	$11.00	2.9%
95	High School Student on Campus/Online Credit Hour Fees					
96	(25% of part-time credit hour fee)					
97	Idaho High School Student	$75.00	$75.00	$75.00	$0.00	0.0%
98	Washington High School Student	$95.00	$97.00	$97.00	$2.00	2.1%
99	WA In-High School Credit Hour Fees	$95.00	$97.00	$97.00	$2.00	2.1%
100						
101						
102						
103						
104						
105	**Full- & part-time fees are effective Fall Semester 2024. Full-time summer fees are effective Summer 2025.**					
106						

LEWIS-CLARK STATE COLLEGE

4-year History of Board Approved Fees plus FY25 Requested Fees

Annual Full-Time Fees and Part-Time Credit Hours Fees

	Student Fees:	FY 2021	FY 2022	FY 2023	FY 2024	3.0% Request FY 2025	5-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$ 5,826.00	$ 5,826.00	$ 5,826.00	$ 6,178.00	$ 6,356.00	$ 530.00	9.1%
3	Technology Fee	136.00					(136.00)	-100.0%
4	Facilities Fees	189.00					(189.00)	-100.0%
5	Student Activity Fees	831.00					(831.00)	-100.0%
6	Consolidated Mandatory Fee:		1,156.00				-	-100.0%
7	Student Enrollment, Engagement and Success			221.50	210.00	210.00	210.00	100.0%
8	Institutional Operations, Services and Support			678.50	727.00	771.00	771.00	100.0%
9	Student Health and Wellness			164.00	167.00	167.00	167.00	100.0%
10	Student Government			100.00	100.00	100.00	100.00	100.0%
11	Student Government - Opt Out Portion			6.00	6.00	6.00	6.00	100.0%
12	**Total Full-time Fees**	$ 6,982.00	$ 6,982.00	$ 6,996.00	$ 7,388.00	$ 7,610.00	$ 628.00	9.0%
13	Percentage Increase	0.0%	0.0%	0.2%	5.6%	3.0%		
14								
15	**Part-time Credit Hour Fees**							
16	Tuition	$ 308.75	$ 308.75	$ 308.75	$ 326.75	$ 335.00	$ 26.25	8.5%
17	Technology Fee	8.25					(8.25)	-100.0%
18	Facilities Fees	8.00					(8.00)	-100.0%
19	Student Activity Fees	31.00					(31.00)	-100.0%
20	Consolidated Mandatory Fee:		47.25				-	-100.0%
21	Student Enrollment, Engagement and Success			1.25	1.05	1.05	1.05	100.0%
22	Institutional Operations, Services and Support			39.75	41.90	44.65	44.65	100.0%
23	Student Health and Wellness			5.75	5.95	5.95	5.95	100.0%
24	Student Government			1.50	1.35	1.35	1.35	100.0%
25	Student Government - Opt Out Portion			1.00	1.00	1.00	1.00	100.0%
26	**Total Part-time Cr Hr Fees**	$ 356.00	$ 356.00	$ 358.00	$ 378.00	$ 389.00	$ 33.00	9.3%
27								
28	**Summer Credit Hour Fees**							
29	Tuition	$ 232.25	$ 232.25	$ 232.25	$ 251.25	$ 260.75	$ 28.50	12.3%
30	Technology Fee	8.25					(8.25)	-100.0%
31	Facilities Fees	8.00					(8.00)	-100.0%
32	Student Activity Fees	107.50					(107.50)	-100.0%
33	Consolidated Mandatory Fee:		123.75				-	-100.0%
34	Student Enrollment, Engagement and Success			1.50	1.50	1.50	1.50	100.0%
35	Institutional Operations, Services and Support			120.00	121.00	122.50	122.50	100.0%
36	Student Health and Wellness			4.25	4.25	4.25	4.25	100.0%
37	Student Government			-	-	-	-	0.0%
38	Student Government - Opt Out Portion			-	-	-	-	0.0%
39	**Total Summer Cr Hr Fees**	$ 356.00	$ 356.00	$ 358.00	$ 378.00	$ 389.00	$ 33.00	9.3%
40								
41	**Full-Time Summer Fees**							
42	Tuition (Unrestricted)		$ 2,913.00	$ 2,913.00	$ 3,089.00	$ 3,178.00	$ 3,178.00	100.0%
43	Consolidated Mandatory Fee:		578.00				-	-100.0%
44	Student Enrollment, Engagement and Success			110.75	105.00	105.00	105.00	100.0%
45	Institutional Operations, Services and Support			339.25	363.50	385.50	385.50	100.0%
46	Student Health and Wellness			82.00	83.50	83.50	83.50	100.0%
47	Student Government			50.00	50.00	50.00	50.00	100.0%
48	Student Government - Opt Out Portion			3.00	3.00	3.00	3.00	100.0%
49	**Total Full-time Fees**	$ -	$ 3,491.00	$ 3,498.00	$ 3,694.00	$ 3,805.00	$ 3,805.00	100.0%
50								
51	**Other Student Fees**							
52	Graduate Fees: Idaho Resident							
53	Graduate Resident Tuition		$ 5,826.00	$ 6,128.00	$ 6,490.00	$ 6,674.00	667400%	100.0%
54	Full-Time Grad Fee		2,018.00	2,108.00	2,232.00	2,302.00	230200%	100.0%
55	Consolidated Mandatory Fee:		1,156.00				0%	-100.0%
56	Student Enrollment, Engagement and Success			221.50	210.00	210.00	21000%	100.0%
57	Institutional Operations, Services and Support			678.50	727.00	771.00	77100%	100.0%
58	Student Health and Wellness			164.00	167.00	167.00	16700%	100.0%
59	Student Government			100.00	100.00	100.00	10000%	100.0%
60	Student Government - Opt Out Portion			6.00	6.00	6.00	600%	100.0%
61	**Total Graduate Full-time Fees**	$ -	$ 9,000.00	$ 9,406.00	$ 9,932.00	$ 10,230.00	$ 10,230.00	100.0%
62								

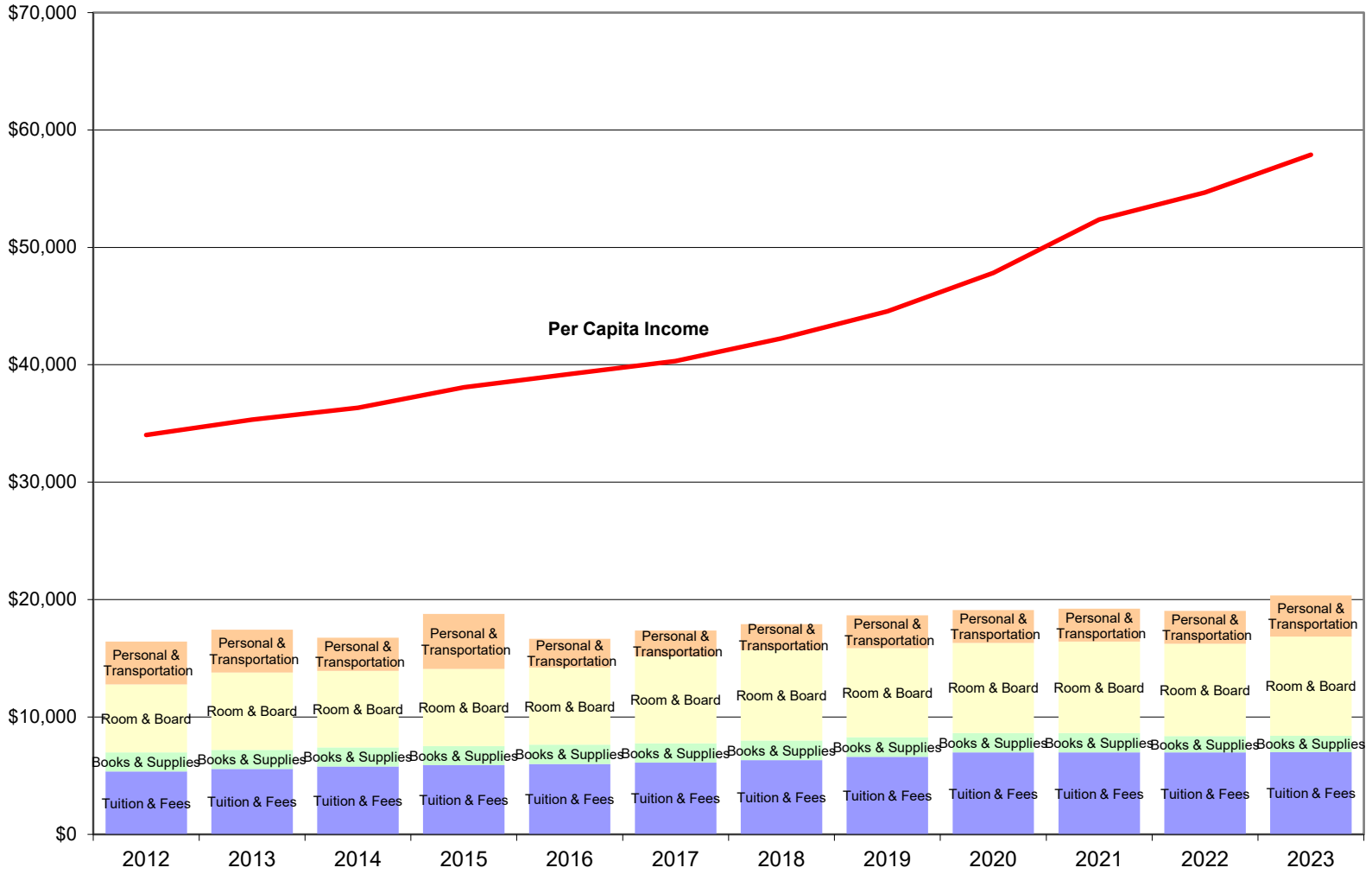
LEWIS-CLARK STATE COLLEGE

4-year History of Board Approved Fees plus FY25 Requested Fees

Annual Full-Time Fees and Part-Time Credit Hours Fees

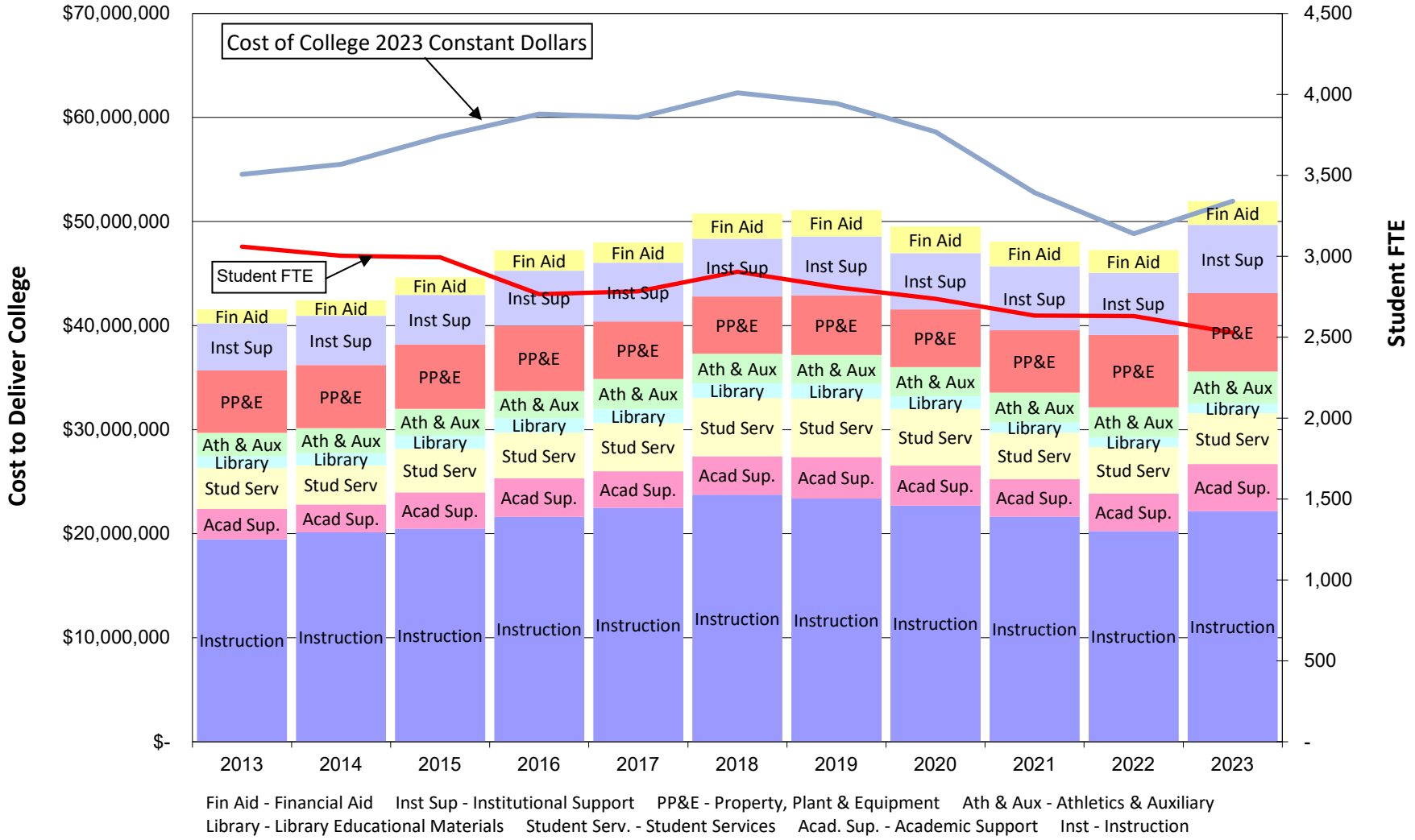
	Student Fees:	FY 2021	FY 2022	FY 2023	FY 2024	3.0% Request FY 2025	5-Year Increase	% Increase
63	Graduate Fees: Non-resident							
64	Graduate Nonresident Tuition		$ 19,082.00	$ 19,980.00	$ 21,118.00	$ 21,740.00	2174000%	100.0%
65	Out-of-state Full-time Grad Fee		2,018.00	2,108.00	2,232.00	2,302.00	230200%	100.0%
66	Consolidated Mandatory Fee:		1,156.00				0%	-100.0%
67	Student Enrollment, Engagement and Success			221.50	210.00	210.00	21000%	100.0%
68	Institutional Operations, Services and Support			678.50	727.00	771.00	77100%	100.0%
69	Student Health and Wellness			164.00	167.00	167.00	16700%	100.0%
70	Student Government			100.00	100.00	100.00	10000%	100.0%
71	Student Government - Opt Out Portion			6.00	6.00	6.00	600%	100.0%
72	**Total Out-of-state Graduate Full-time Fees**	$ -	$ 22,256.00	$ 23,258.00	$ 24,560.00	$ 25,296.00	$ 25,296.00	100.0%
73								
74	Part-time Graduate Fees							
75	Part-time Tuition		$ 402.75	$ 420.75	$ 444.75	$ 456.00	45600%	100.0%
76	Consolidated Mandatory Fee:		47.25				0%	-100.0%
77	Student Enrollment, Engagement and Success			1.25	1.05	1.05	105%	100.0%
78	Institutional Operations, Services and Support			39.75	41.90	44.65	4465%	100.0%
79	Student Health and Wellness			5.75	5.95	5.95	595%	100.0%
80	Student Government			1.50	1.35	1.35	135%	100.0%
81	Student Government - Opt Out Portion			1.00	1.00	1.00	100%	100.0%
82	**Total Graduate Part-time Cr Hr Fees**	$ -	$ 450.00	$ 470.00	$ 496.00	$ 510.00	$ 510.00	100.0%
83								
84	Nonresident Tuition:							
85	Nonres Tuition Premium	$ 13,256.00	$ 13,256.00	$ 13,256.00	$ 13,998.00	$ 14,418.00	$ 1,162.00	8.8%
86	Nonres Tuition-Asotin County Premium	$ 4,070.00	$ 4,070.00	$ 4,070.00	$ 4,298.00	$ 4,426.00	$ 356.00	8.7%
87	Other Fees:							
88	Western Undergrad Exchge	$ 3,492.00	$ 2,914.00	$ 2,914.00	$ 3,089.00	$ 3,178.00	$ (314.00)	-9.0%
89	Portfolio Class Fee			$ 50.00	$ 50.00	$ 50.00	$ 50.00	100.0%
90	Idaho Correctional Education Per Credit Hour Fee				$ 310.00	$ 310.00	$ 310.00	100.0%
91	Idaho Correctional Education Full-Time Tuition				$ 3,439.00	$ 3,439.00	$ 3,439.00	100.0%
92	Industry BAS Per Credit Hour Fee (NEW)					$ 228.00	$ 228.00	100.0%
93	Industry BAS Full-Time Tuition (NEW)					$ 2,500.00	$ 2,500.00	100.0%
94	In-service Fees/Cr Hr - Undergrad	$129.00	$129.00	$131.00	$ 138.00	$ 139.00	$10.00	7.8%
95	In-service Fees/Cr Hr - Graduate	$170.00	$167.00	$172.00	$ 180.00	$ 181.00	$11.00	100.0%
96	Overload (20 cr. or more)	$ 356.00	$ 356.00	$ 358.00	$ 378.00	$ 389.00	$ 33.00	9.3%
97	High School Student on Campus/Online Credit Hour Fees							
98	(25% of part-time credit hour fee)							
99	Idaho High School Student	$ 89.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ (14.00)	-15.7%
100	Washington High School Student	$ 89.00	$ 89.00	$ 90.00	$ 95.00	$ 97.00	$ 8.00	9.0%
101	WA In-High School Credit Hour Fees	$ 89.00	$ 89.00	$ 90.00	$ 95.00	$ 97.00	$ 8.00	9.0%

Cost of Attending College vs. Per Capita Income
Lewis-Clark State College

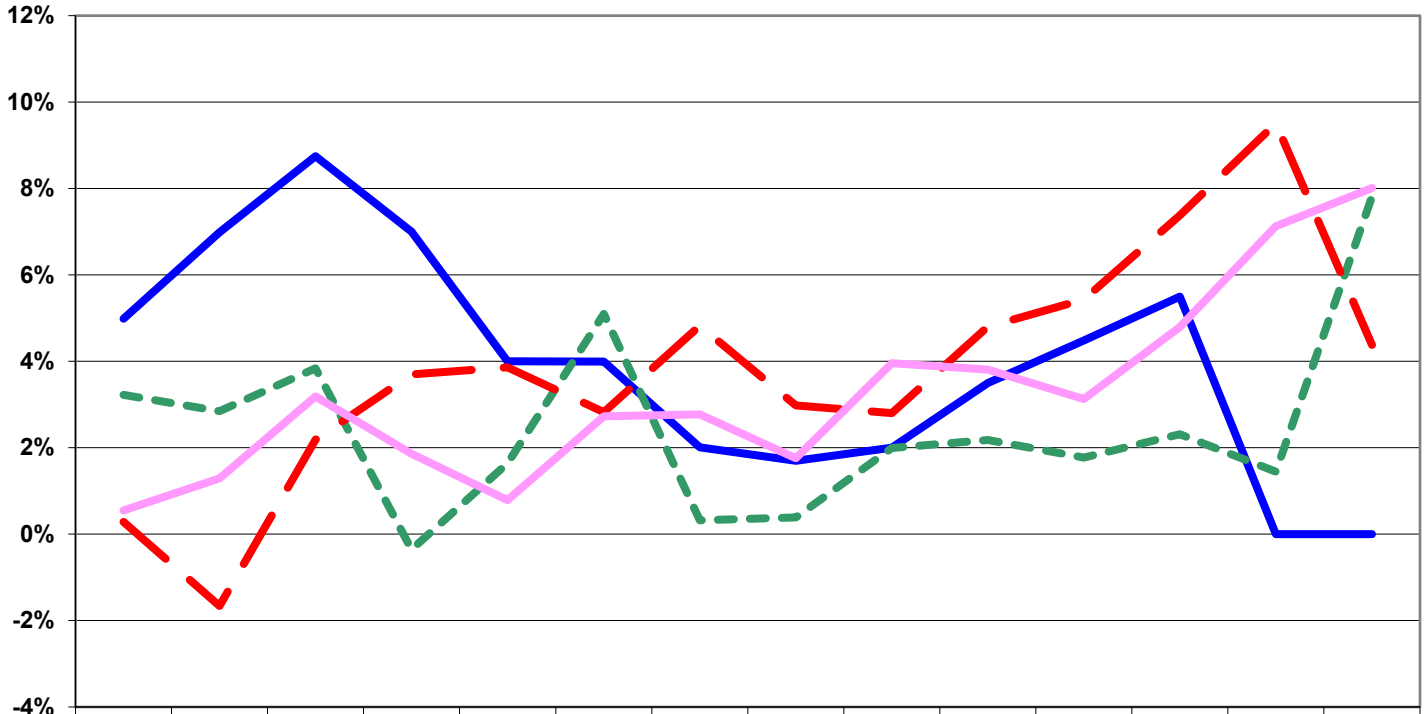


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Lewis-Clark State College

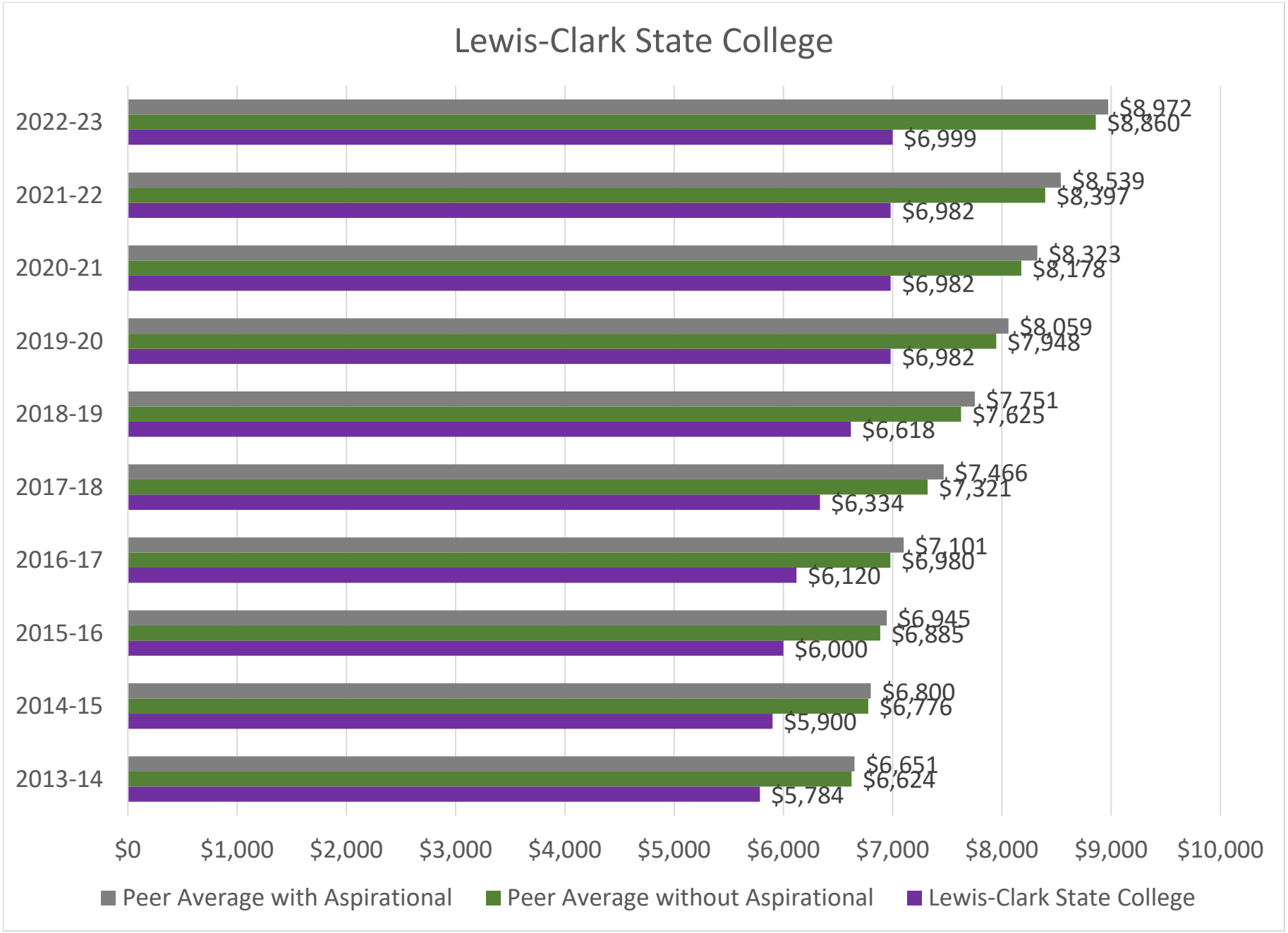


Lewis-Clark State College
Resident Tuition and Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22
Resident Tuition and Fees	4.99%	6.98%	8.75%	7.00%	4.00%	3.99%	2.01%	1.69%	2.00%	3.50%	4.48%	5.50%	0.00%	0.00%
Consumer Price Index	3.23%	2.85%	3.84%	-0.36%	1.64%	5.10%	0.32%	0.38%	1.99%	2.18%	1.77%	2.31%	1.45%	7.81%
Idaho Per Capita Income	0.29%	-1.66%	2.19%	3.70%	3.86%	2.82%	4.82%	2.98%	2.80%	4.80%	5.43%	7.38%	9.51%	4.38%
Idaho Average Annual Wage	0.55%	1.29%	3.18%	1.86%	0.79%	2.72%	2.77%	1.76%	3.95%	3.81%	3.12%	4.79%	7.13%	8.01%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2022


Lewis-Clark State College
2022-23
$8,972
$8,860
$6,999
2021-22
$8,539
$8,397
$6,982
2020-21
$8,323
$8,178
$6,982
2019-20
$8,059
$7,948
$6,982
2018-19
$7,751
$7,625
$6,618
2017-18
$7,466
$7,321
$6,334
2016-17
$7,101
$6,980
$6,120
2015-16
$6,945
$6,885
$6,000
2014-15
$6,800
$6,776
$5,900
2013-14
$6,651
$6,624
$5,784
$0
$1,000
$2,000
$3,000
$4,000
$5,000
$6,000
$7,000
$8,000
$9,000
$10,000
Peer Average with Aspirational
Peer Average without Aspirational
Lewis-Clark State College

LC State
Tuition & Fee Request

Dr. Julie Crea

LEWIS CLARK
STATE COLLEGE

Legislative Funding

- CEC, healthcare, and variable benefits
- Operational capacity + EWA = $494,900, anticipate use for:
  - Remaining Schweitzer Career and Technical Education Ctr Occupancy Cost
  - Marketing & Promotion/Recruiting
  - Minimize Impact to Tuition

Tuition & Fee Request

- **3.0% request**
  - 1.96% - CEC
  - .48% inflationary adj. - utilities, contracts, and fuel
  - 0.56% net student tech fee, ID card, and intramurals



Fiscal optimization and efficiency

- Current Initiatives:
  - Presidential Priorities: People & Processes - Streamlining administrative processes

- Prior Initiatives:
  - Student Affairs: One-Stop
  - Student Support Services: One-Stop
  - Workforce and service reductions
  - Reorganizations/Realignments
  - Flat budgets and streamlining

LEWIS CLARK
STATE COLLEGE

Thank you. Questions?

University of Idaho
Tuition and Fee Narrative

The Fee Process

The University of Idaho collaborative fee process kicked off last fall with the call for proposed changes to dedicated student activity fees. At the same time, university leadership focused on identifying funding needs and potential sources, including state and tuition funds. Throughout the fall and early spring, this work continued, with active participation by the Dedicated Student Activity Fee Committee (DSAFC). The DSAFC representative committee includes student leaders from the Associated Students of the University of Idaho (ASUI), the Graduate and Professional Students Association (GSPA), and the Student Bar Association (SBA) representing the law school. All units currently receiving dedicated fees or requesting a new dedicated fee submitted data to the DSAFC. A public meeting of the DSAFC was held on January 25, 2024, with each unit requesting an increased or new fee presenting their request.

The DSAFC committee met several times in February to discuss the fee requests from each unit. A comprehensive activity fee proposal was developed by student leaders and presented to executive leadership on February 27th. This fee proposal was incorporated into the overall proposed tuition and fee package and published for public review via the formal University Notice of Intent to Adopt Student Tuition and Fee Changes, which was issued on March 6h as required by Board policy. The period of public comment is open through April 16th and will include a public presentation and open forum on proposed student fees on March 28th. During this period, students and interested citizens may provide comments, in writing, regarding the proposed fee increases. Written comments will be forwarded to the Regents, and a recording of the March 28th open forum will be available.

Tuition and Fee Request Overview

The FY 2025 proposal for tuition and fee changes reflects the University of Idaho's ongoing commitment to maintain accessibility, while at the same time addressing the rising costs of providing high quality education and experiences to our students. The university is requesting tuition increases of $216 per year for undergraduate and graduate students. These increases will generate approximately $2.0M to fund the non-state funded portion of the 3% CEC for General Education positions and a portion of the impact of inflation. The FY 2025 proposal also includes a $52 per year increase for full-time mandatory fees which funds the 3% CEC for fee-funded positions as well as several programmatic fee increases as proposed by the Dedicated Student Activity Fee Committee. Overall, the tuition and fee increase for full-time undergraduate students is $268 per year, or 3.0% for residents and 1.0% for non-residents. For full-time graduate students, the proposed increase is $268 per year as well, or 2.5% for residents and 0.9% for non-residents.

The specific components of the tuition and fee request are as follows:

Undergraduate Resident and Non-Resident Tuition

The University of Idaho is requesting a $216 per year increase to the undergraduate resident tuition of $6,540, and the undergraduate non-resident tuition of $25,776 per full-time student per year, bringing the proposed tuition rates to $6,756 per year for residents and $25,992 per year for non-residents. When combined with proposed fees, this results in a total tuition and fee package of $9,084 per year for undergraduate resident and $28,320 per year for undergraduate non-resident students.

Western Undergraduate Exchange (WUE) Tuition and Fees – New Students (FY 2023, FY 2024 and FY 2025)

FY 2025 represents the third year of a four-year phased implementation of the WICHE WUE rate calculation methodology. Prior to FY 2023, the university had set the WUE rate equal to 150% of the full-time undergraduate resident combined tuition and fee rate. Per WICHE, the correct calculation is 100% of the full-time resident combined tuition and fee rate plus 50% of only the full-time resident tuition rate. To shift to the correct methodology, the university has the approval of WICHE to implement the WICHE methodology for new students starting FY 2023 (Fall 2022), while continuing the old methodology for students enrolled prior to FY 2023. Based on this, the University of Idaho is requesting an increase of $376 per year to the WUE tuition and fee package for WUE students enrolled starting in FY 2023, FY 2024, or FY 2025 taking it from $12,086 to $12,462. This is based on the WICHE calculation equal to the full-time resident combined tuition and fee rate of $9,084 plus 50% of the full-time resident tuition only of $6,756 or $3,378.

Western Undergraduate Exchange (WUE) Tuition and Fees – Ongoing (Prior to FY 2023)

As indicated above, the university will continue using 150% of the full-time undergraduate tuition and fee rate for WUE students who enrolled prior to FY 2023. Based on this, the University of Idaho is requesting an increase of $402 per full-time student per year to the WUE tuition and fee package total for ongoing WUE students. This will increase the WUE total tuition and fees from $13,224 to $13,626 and is based on the requested full-time resident tuition and fee total of $9,084 multiplied by 150%.

Graduate Resident and Non-Resident Tuition

The University of Idaho is requesting a $216 per year increase to the graduate resident tuition of $8,272 and the graduate non-resident tuition of $27,508 per full-time student per year, bringing the proposed tuition rates to $8,488 per year for residents and $27,724 per year for non-residents. When combined with proposed fees, this results in a total tuition and fee package of $10,816 per year for graduate resident and $30,052 per year for graduate non-resident students.

Consolidated Mandatory Fee Details

Increases to elements of the consolidated mandatory fee are as follows and will generate an estimated $825K per year:

$ 8.36	Student Enrollment, Engagement and Success
31.40	Institutional Operations, Services and Support
9.30	Student Health and Wellness
2.64	Student Government
0.30	Student Government – Opt Out Portion
$52.00	Total Consolidated Mandatory Fee Increase

These mandatory fee changes include a $5.26 per year increase to the student computing fee to fund the 3% CEC for positions fully or partially funded by this fee, continue improvement of the statewide wireless network, improve student training and communications from Office of Information Technology (OIT), and fund new student positions in OIT. Additionally, it includes a $34.38 per year increase in student activity fees aimed at funding the 3% CEC for fee-funded positions and $14.94 in increases for programmatic funding support including a new $4.00 fee supporting career services. Finally, this proposal includes a decrease of $2.58 per year to the facility fee, bringing the total consolidated mandatory fee increase to an even $52.00 per year or $2,328.00.

Part-Time Tuition and Fees

The University of Idaho is requesting a tuition increase of $13 per student credit hour for undergraduate and a $15 per student credit hour for graduate students. This, coupled with no change in the proposed part-time fee rates results in total part-time tuition and fee rates of $454 and $601 per student credit hour for resident undergraduate and graduate students respectively and $1,416 and $1,670 per student credit hour for nonresident undergraduate and graduate students respectively.

New Student Orientation

The University of Idaho is proposing an increase from $125 to $180 per student to address the increased expenses associated with staffing, venue and food at the event. The department has been actively working to reduce expenses without cutting the necessary programming for the orientation. The increased revenue from this increase will allow the University of Idaho to continue offering a high-quality welcoming event and a highlight for our incoming students and families.

Professional, Self-Support and Online Program Fees

The University of Idaho is requesting the following changes to professional, self-support fees and online program fees:

Professional Fees:

- Law Professional Full-Time Fee: Increase to $15,884 per year; an increase of $500 or 3.3%
- Law Professional Part-Time Fee: Increase to $882 per credit hour; an increase of $27 or 3.2%
- Art & Architecture Full-Time Fee: No change, remains at $1,432 per year
- Art & Architecture Part-Time Fee – Undergraduate: No change, remains at $72 per credit hour
- Art & Architecture Part-Time Fee – Graduate: No change, remains at $80 per credit hour

Self-Support Program Fees:

- McCall Field Campus Environmental Ed Graduate Certificate: Increase to $21,768 for the 2-semester program; an increase of $1,232 or 6.0%
- McCall Field Campus MNR Environmental Ed/Science Communications: Increase to $27,534 for the 2-semester + summer program; an increase of $1,558 or 6.0%
- Master of Science in Athletic Training: No change, remains at $23,571 for the 1 year/3 semester program.
- Doctorate in Athletic Training: No change, remains at $21,462 for the 1 year/3 semester program.

Institutional Online Program Fees:

- Master of Public Administration: No change, remains at $3,750 per semester
- Bachelor of Business Administration: No change, remains at $360 per credit hour
- Master of Business Administration: New fee, $850 per credit hour
- Master of Natural Resources: New fee, $738 per credit hour
- Master of Science in Environmental Science: New fee, $738 per hour

Memos providing additional information related to professional, self-support and online program fee changes are included in the agenda materials.

Attachments

Attachment 1 Schedule detailing the tuition and fee changes

Attachment 2 Schedule displaying a 4-year history of Board-approved fees and the FY2025 requested fees

Attachment 3 Chart: Cost of Attending College vs. Per Capita Income

Attachment 4 Chart: Cost to Deliver College and Cost to Deliver Per FTE

Attachment 5 Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage

Attachment 6 Chart showing comparison of institution tuition and fees to peer averages with and without aspirational peers

Attachment 7 Increase in Law Professional Fee

Attachment 8 Increase in McCall Field Campus Env Ed Graduate Cert Self-Support Fee

Attachment 9 Increase in McCall Field Campus MNR Env Ed/Sci Comm Self-Support Fee

Attachment 10 Master of Business Administration Online Program Fee

Attachment 11 Master of Natural Resources Online Program Fee

Attachment 12 Master of Science in Environmental Science Online Program Fee

UNIVERSITY OF IDAHO

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Tuition & Fees

	Student Tuition & Fees:	FY24 Rates	FY25 Initial Notice	Requested FY 2025 Rates	Change	% Chg.
1	**Full-Time Undergraduate:**					
2	Resident Tuition	$ 6,540.00	$ 6,756.00	$ 6,756.00	$216.00	3.3%
3	Consolidated Mandatory Fee:				0.00	0.0%
4	Student Enrollment, Engagement and Success	115.32	123.68	123.68	8.36	7.2%
5	Institutional Operations, Services and Support	1,648.10	1,679.50	1,679.50	31.40	1.9%
6	Student Health and Wellness	372.32	381.62	381.62	9.30	2.5%
7	Student Government	132.06	134.70	134.70	2.64	2.0%
8	Student Government - Opt Out Portion	8.20	8.50	8.50	0.30	3.7%
9	**Total Full-Time Undergraduate**	$8,816.00	$9,084.00	$9,084.00	$268.00	3.0%
10						
11	**Part-Time Undergraduate per Credit Hour:**					
12	Resident Tuition	$ 389.00	$ 402.00	$ 402.00	$13.00	3.3%
13	Consolidated Mandatory Fee:				0.00	0.0%
14	Student Enrollment, Engagement and Success	0.44	0.44	0.44	0.00	0.0%
15	Institutional Operations, Services and Support	42.07	42.07	42.07	0.00	0.0%
16	Student Health and Wellness	6.45	6.45	6.45	0.00	0.0%
17	Student Government	2.86	2.86	2.86	0.00	0.0%
18	Student Government - Opt Out Portion	0.18	0.18	0.18	0.00	0.0%
19	**Total Part-Time Undergraduate**	$441.00	$454.00	$454.00	$13.00	2.9%
20						
21	**Part-Time Undergraduate Summer per Credit Hour:**					
22	Resident Tuition	$ 389.00	$ 402.00	$ 402.00	$13.00	3.3%
23	Consolidated Mandatory Fee:				0.00	0.0%
24	Student Enrollment, Engagement and Success	0.44	0.44	0.44	0.00	0.0%
25	Institutional Operations, Services and Support	42.07	42.07	42.07	0.00	0.0%
26	Student Health and Wellness	6.45	6.45	6.45	0.00	0.0%
27	Student Government	2.86	2.86	2.86	0.00	0.0%
28	Student Government - Opt Out Portion	0.18	0.18	0.18	0.00	0.0%
29	**Total Part-Time Undergraduate Summer**	$441.00	$454.00	$454.00	$13.00	2.9%
30						
31	**Full-Time Graduate (students enrolled in 9 or more credit hours):**					
32	Graduate Resident Tuition	$ 8,272.00	$ 8,488.00	$ 8,488.00	$216.00	2.6%
33	Consolidated Mandatory Fee:				0.00	0.0%
34	Student Enrollment, Engagement and Success	115.32	123.68	123.68	8.36	7.2%
35	Institutional Operations, Services and Support	1,648.10	1,679.50	1,679.50	31.40	1.9%
36	Student Health and Wellness	372.32	381.62	381.62	9.30	2.5%
37	Student Government	132.06	134.70	134.70	2.64	2.0%
38	Student Government - Opt Out Portion	8.20	8.50	8.50	0.30	3.7%
39	**Total Full-Time Graduate**	$10,548.00	$10,816.00	$10,816.00	$268.00	2.5%
40						
41	**Part-Time Graduate per Credit Hour:**					
42	Graduate Resident Tuition	$ 534.00	$ 549.00	$ 549.00	$15.00	2.8%
43	Consolidated Mandatory Fee:				$0.00	0.0%
44	Student Enrollment, Engagement and Success	0.44	0.44	0.44	0.00	0.0%
45	Institutional Operations, Services and Support	42.07	42.07	42.07	0.00	0.0%
46	Student Health and Wellness	6.45	6.45	6.45	0.00	0.0%
47	Student Government	2.86	2.86	2.86	0.00	0.0%
48	Student Government - Opt Out Portion	0.18	0.18	0.18	0.00	0.0%
49	**Total Part-Time Graduate**	$586.00	$601.00	$601.00	$15.00	2.6%
50						
51	**Part-Time Graduate Summer per Credit Hour:**					
52	Graduate Resident Tuition	$ 534.00	$ 549.00	$ 549.00	$ 15.00	2.8%
53	Consolidated Mandatory Fee:					
54	Student Enrollment, Engagement and Success	0.44	0.44	0.44	0.00	0.0%
55	Institutional Operations, Services and Support	42.07	42.07	42.07	0.00	0.0%
56	Student Health and Wellness	6.45	6.45	6.45	0.00	0.0%
57	Student Government	2.86	2.86	2.86	0.00	0.0%
58	Student Government - Opt Out Portion	0.18	0.18	0.18	0.00	0.0%
59	**Total Part-Time Graduate**	$586.00	$601.00	$601.00	$15.00	2.6%

UNIVERSITY OF IDAHO

Changes to Student Fees for FY 2025

Annual Full-Time Fees and Part-Time Credit Hours Tuition & Fees

Student Tuition & Fees:	FY24 Rates	FY25 Initial Notice	Requested FY 2025 Rates	Requested Change	Requested % Chg.
Non-Resident Tuition (includes mandatory fees listed above):					
Undergraduate Nonresident - FT	$ 28,052.00	$ 28,320.00	$ 28,320.00	$268.00	1.0%
Undergraduate Nonresident - PT	1,403.00	1,416.00	1,416.00	$13.00	0.9%
Undergraduate Nonresident - Summer	441.00	454.00	454.00	$13.00	2.9%
Graduate Nonresident - FT	29,784.00	30,052.00	30,052.00	$268.00	0.9%
Graduate Nonresident - PT	1,655.00	1,670.00	1,670.00	$15.00	0.9%
Graduate Nonresident - Summer	586.00	601.00	601.00	$15.00	2.6%
Professional Fees:					
Law - FT	$ 15,384.00	$ 15,884.00	$ 15,884.00	$500.00	3.3%
Law - PT	855.00	882.00	882.00	$27.00	3.2%
Art & Architecture - FT	1,432.00	1,432.00	1,432.00	$0.00	0.0%
Art & Architecture - PT Undergrad	72.00	72.00	72.00	$0.00	0.0%
Art & Architecture - PT Grad	80.00	80.00	80.00	$0.00	0.0%
Self-Support Fees:					
Master of Science in Athletic Training (1 year/3 semesters) *	23,571.00	23,571.00	23,571.00	$0.00	0.0%
Doctorate in Athletic Training (1 year/3 semesters) *	21,462.00	21,462.00	21,462.00	$0.00	0.0%
McCall Field Campus Env Ed Graduate Cert (1 year/2 semesters)	20,536.00	21,768.00	21,768.00	$1,232.00	6.0%
McCall Field Campus MNR Env Ed/Sci Comm (1year + summer)	25,976.00	27,534.00	27,534.00	$1,558.00	6.0%
** Fee goes into effect Summer 2024*					
Online Program Fees					
Master of Public Administration (per semester)	$ 3,750.00	$ 3,750.00	$ 3,750.00	$0.00	0.0%
Bachelor of Business Administration (per SCH)	360.00	360.00	360.00	$0.00	0.0%
Master of Business Administration (per SCH)	-	850.00	850.00	$850.00	NEW
Master of Natural Resources (per SCH)	-	738.00	738.00	$738.00	NEW
Master of Science in Environmental Science (per SCH)	-	738.00	738.00	$738.00	NEW
Other Fees:					
WUE - New Students (tuition + fees)	$ 12,086.00	$ 12,462.00	$ 12,462.00	$ 376.00	3.1%
WUE - Continuing Students (tuition + fees)	13,224.00	13,626.00	13,626.00	402.00	3.0%
In-service Fees/Cr Hr - Undergrad	$138.00		$142.00	$4.00	2.9%
In-service Fees/Cr Hr - Graduate	$180.00		$185.00	$5.00	2.8%
Course Overload Tuition	$389.00	402.00	402.00	$13.00	3.3%
Dual Credit Fee	$75.00	75.00	75.00	$0.00	0.0%
New Student Orientation	$125.00	$180.00	$180.00	$55.00	44.0%

Full- & part-time fees are effective Fall Semester 2024 unless otherwise noted. Summer rates are effective Summer 2025.

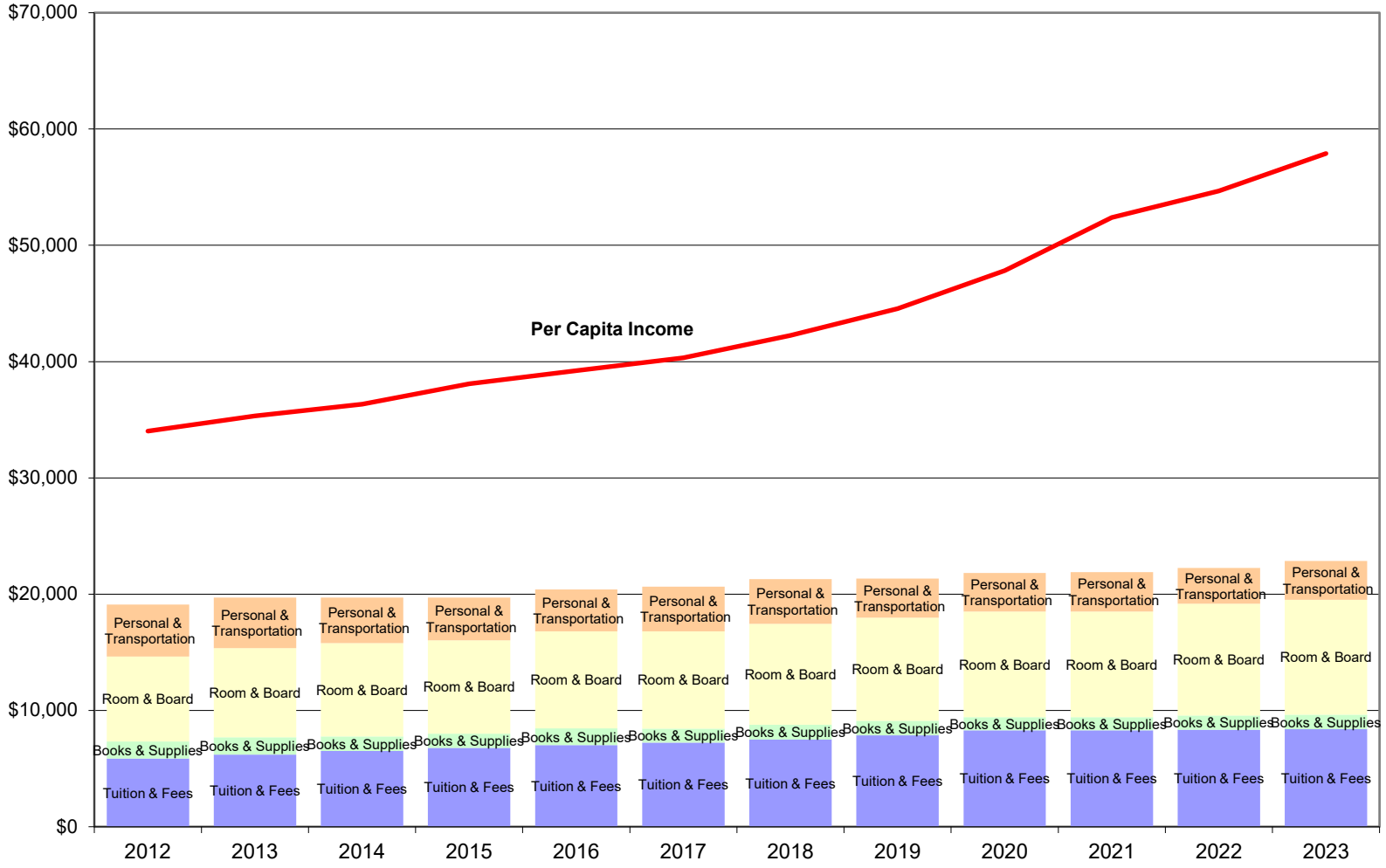
UNIVERSITY OF IDAHO

4-year History of Board Approved Fees plus FY25 Requested Fees

Annual Full-Time Fees and Part-Time Credit Hours Fees

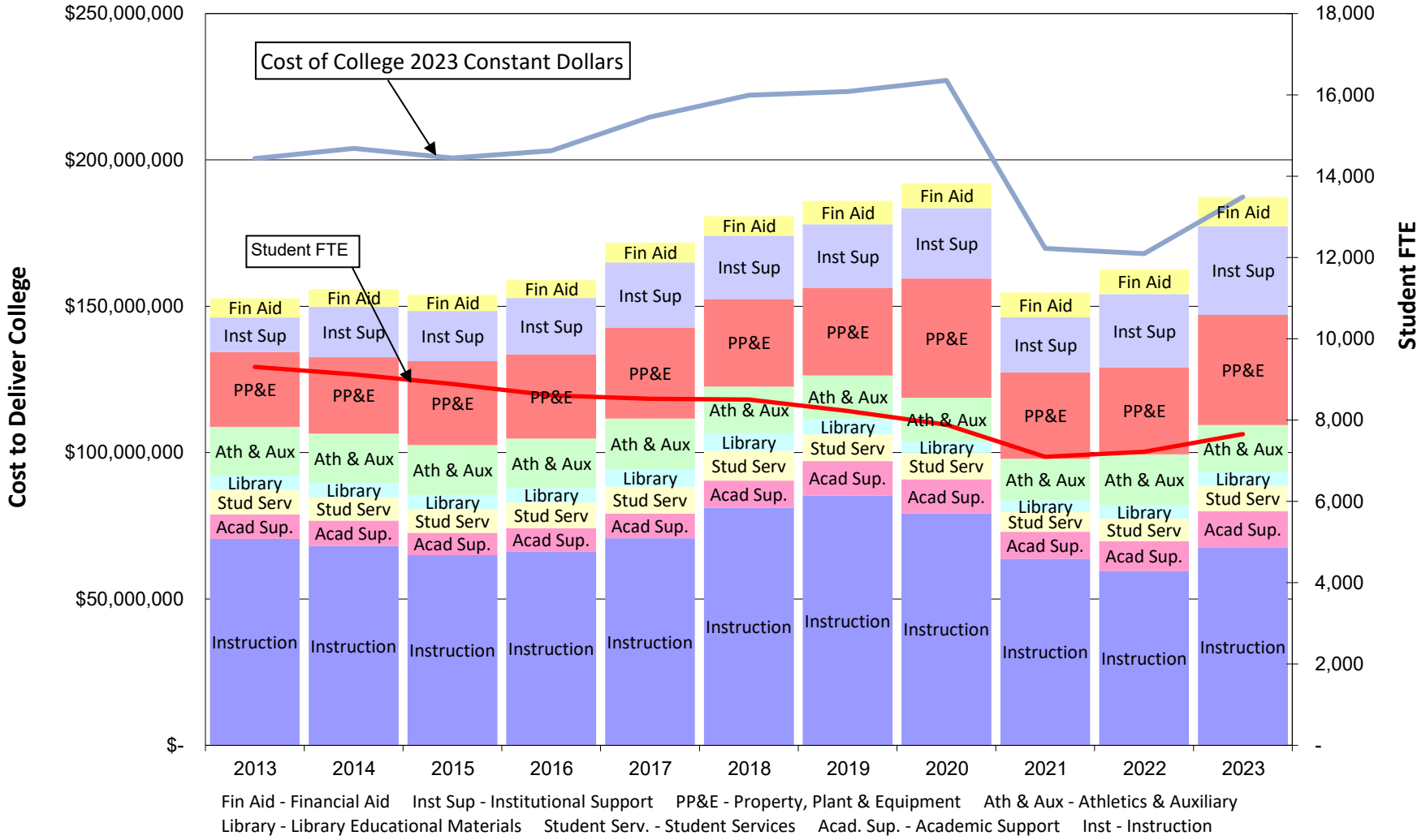
	Student Fees:	FY 2021	FY 2022	FY 2023	FY 2024	Request FY 2025	5-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$6,181.80	$6,181.80	$6,180.00	$6,540.00	$6,756.00	$574.20	9.29%
3	Technology Fee	165.40					(165.40)	-100.00%
4	Facilities Fees	821.62					(821.62)	-100.00%
5	Student Activity Fees	1,135.18					(1,135.18)	-100.00%
6	Consolidated Mandatory Fee:		2,158.20				0.00	-100.00%
7	Student Enrollment, Engagement and Success			114.38	115.32	123.68	123.68	100.00%
8	Institutional Operations, Services and Support			1,605.38	1,648.10	1,679.50	1,679.50	100.00%
9	Student Health and Wellness			358.92	372.32	381.62	381.62	100.00%
10	Student Government			129.32	132.06	134.70	134.70	100.00%
11	Student Government - Opt Out Portion			8.00	8.20	8.50	8.50	100.00%
12	**Total Full-time Fees**	8,304.00	8,340.00	8,396.00	8,816.00	9,084.00	780.00	9.39%
13	Percentage Increase	0.0%	0.4%	0.7%	5.0%	3.0%		
14								
15	**Part-time Credit Hour Fees**							
16	Undergraduate Tuition	$368.00	$368.00	$368.00	$389.00	$402.00	$34.00	9.24%
17	Undergraduate Fees	$47.00					($47.00)	-100.00%
18	Consolidated Mandatory Fee:		$47.00				$0.00	-100.00%
19	Student Enrollment, Engagement and Success			$0.44	$0.44	$0.44	$0.44	100.00%
20	Institutional Operations, Services and Support			$42.07	$42.07	$42.07	$42.07	100.00%
21	Student Health and Wellness			$6.45	$6.45	$6.45	$6.45	100.00%
22	Student Government			$2.86	$2.86	$2.86	$2.86	100.00%
23	Student Government - Opt Out Portion			$0.18	$0.18	$0.18	$0.18	100.00%
24	**Total Part-time Cr Hr Fees**	$415.00	$415.00	$420.00	$441.00	$454.00	$39.00	9.40%
25								
26	**Other Student Fees**							
27	Academic Year Graduate Fees:							
28	Full-Time Tuition	$6,181.80	$6,181.80	$6,180.00	$6,540.00	$6,756.00	$574.20	9.29%
29	Full-Time Grad	$1,572.00	$1,572.00	$1,572.00	$1,732.00	$1,732.00	$160.00	10.18%
30	Full-Time Other Fees	$2,122.20	$2,158.20	$2,216.00	$2,276.00	$2,328.00	$205.80	9.70%
31	Total	$9,876.00	$9,912.00	$9,968.00	$10,548.00	$10,816.00	$940.00	9.52%
32	Part-Time Tuition	$415.00	$415.00	$415.00	$438.00	$453.00	$38.00	9.16%
33	Part-Time Grad	$87.00	$87.00	$87.00	$96.00	$96.00	$9.00	10.34%
34	Part-Time Other Fees	$47.00	$47.00	$52.00	$52.00	$52.00	$5.00	10.64%
35	Total	$549.00	$549.00	$554.00	$586.00	$601.00	$52.00	9.47%
36	Summer Session							
37	On-Campus							
38	Part-Time Undergrad Tuition	$368.00	$368.00	$368.00	$389.00	$402.00	$34.00	9.24%
39	Part-Time Grad Tuition	$415.00	$415.00	$415.00	$438.00	$453.00	$38.00	9.16%
40	Part-Time Grad Fee	$87.00	$87.00	$87.00	$96.00	$96.00	$9.00	10.34%
41	Part-Time Other Fees (UG & GR)	$47.00	$47.00	$52.00	$52.00	$52.00	$5.00	10.64%
42	Nonresident Tuition (See Notes A & B)							
43	Full-Time Tuition (UG & GR) Premium	$19,236.00	$19,236.00	$19,236.00	$19,236.00	$19,236.00	$0.00	0.00%
44	Part-Time Tuition Undergrad Premium	$962.00	$962.00	$962.00	$962.00	$962.00	$0.00	0.00%
45	Part-Time Tuition Grad Premium	$1,069.00	$1,069.00	$1,069.00	$1,069.00	$1,069.00	$0.00	0.00%
46	Professional Fees:							
47	Law College FT	$12,884.00	$13,384.00	$14,384.00	$15,384.00	$15,884.00	$3,000.00	23.28%
48	Law College PT	$716.00	$744.00	$799.00	$855.00	$882.00	$166.00	23.18%
49	Art & Architecture FT UG & GR	$1,390.00	$1,390.00	$1,432.00	$1,432.00	$1,432.00	$42.00	3.02%
50	Art & Architecture PT Undergrad	$70.00	$70.00	$72.00	$72.00	$72.00	$2.00	2.86%
51	Art & Architecture PT Grad	$77.00	$77.00	$80.00	$80.00	$80.00	$3.00	3.90%
52	Self-Support Program Fees:							
53	Executive MBA (2 years)	$47,900.00	$47,900.00	$47,900.00	N/A	N/A	N/A	N/A
54	Masters of Science Athletic Trainng (1 yr/3	$22,434.00	$22,434.00	$22,995.00	$23,571.00	$23,571.00	$1,137.00	5.07%
55	Doctorate in Athletic Training (1 year/3 Sem	$19,941.00	$19,941.00	$20,938.00	$21,462.00	$21,462.00	$1,521.00	7.63%
56	McCall Field Campus Env Ed Graduate Cer	$17,936.00	$17,936.00	$19,192.00	$20,536.00	$21,768.00	$3,832.00	21.36%
57	McCall Field Campus MNR Env Ed/Sci Con	$22,688.00	$22,688.00	$24,276.00	$25,976.00	$27,534.00	$4,846.00	21.36%
58	Online Program Fees:							
59	Master of Public Admin (per semester)	$3,750.00	$3,750.00	$3,750.00	$3,750.00	$3,750.00	$0.00	0.00%
60	Bachelor of Business Admin (per credit)				$360.00	$360.00	N/A	N/A
61	Master of Business Admin (per credit)					$850.00	N/A	N/A
62	Master of Natural Resources (per SCH)					$738.00	N/A	N/A
63	Master of Science in Environmental Science (per SCH)					$738.00	N/A	N/A
64	Other Fees:							
65	Overload Fee	$368.00	$368.00	$368.00	$389.00	$402.00	$34.00	9.24%
66	Western Undergrad Exchge Prem. Pre-Fall	$4,152.00	$4,170.00	$4,198.00	$4,408.00	$4,542.00	$390.00	9.39%
67	Western Undergrad Exchge Fall 2022 or later			$3,090.00	$3,270.00	$3,378.00	$3,378.00	New
68	In-service Fees/Cr Hr - UG	$129.00	$129.00	$131.00	$138.00	$138.00	$9.00	6.98%
69	In-service Fees/Cr Hr - Grad	$170.00	$167.00	$172.00	$180.00	$180.00	$10.00	5.88%

Cost of Attending College vs. Per Capita Income
University of Idaho

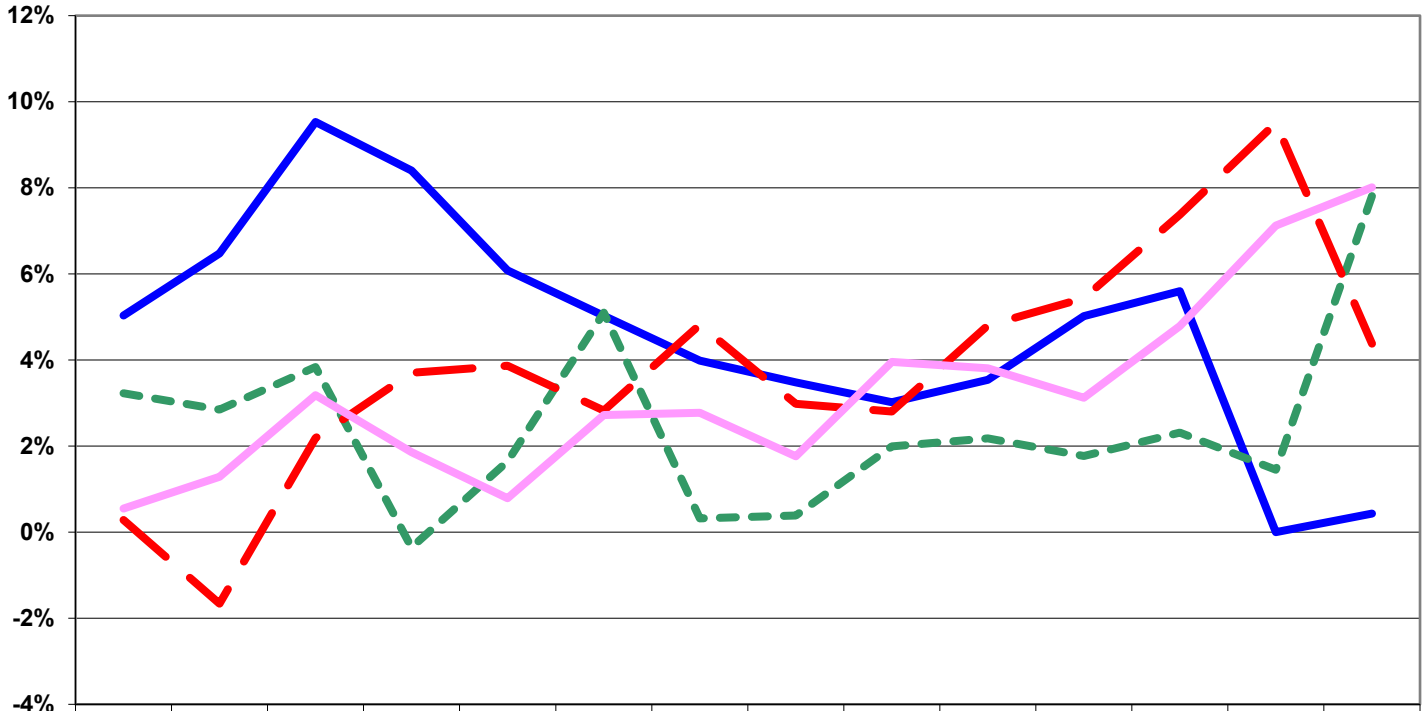


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
University of Idaho

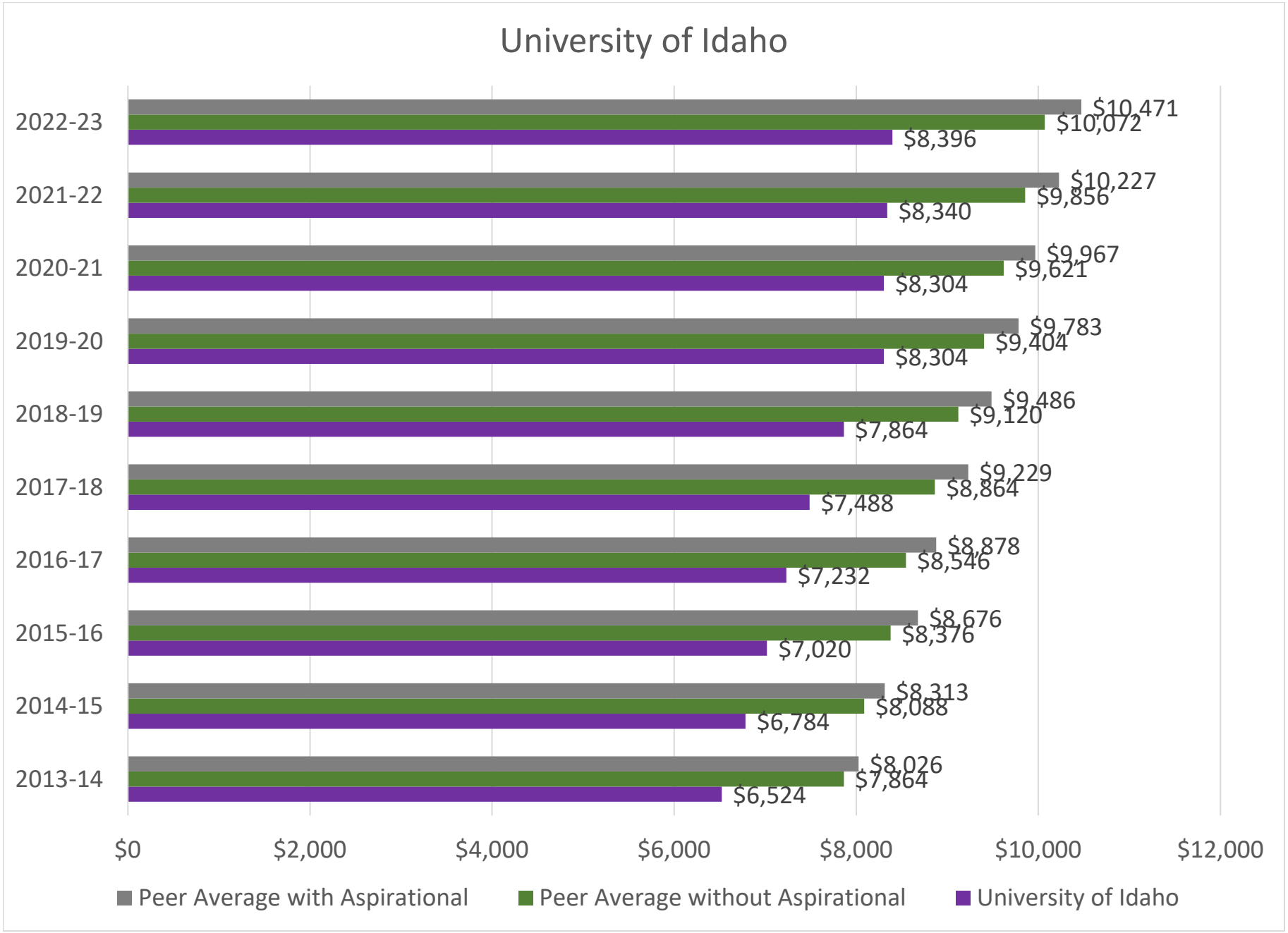


University of Idaho
Resident Tuition and Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22
Resident Tuition and Fees	5.03%	6.48%	9.53%	8.40%	6.08%	5.02%	3.99%	3.48%	3.02%	3.54%	5.02%	5.60%	0.00%	0.43%
Consumer Price Index	3.23%	2.85%	3.84%	-0.36%	1.64%	5.10%	0.32%	0.38%	1.99%	2.18%	1.77%	2.31%	1.45%	7.81%
Idaho Per Capita Income	0.29%	-1.66%	2.19%	3.70%	3.86%	2.82%	4.82%	2.98%	2.80%	4.80%	5.43%	7.38%	9.51%	4.38%
Idaho Average Annual Wage	0.55%	1.29%	3.18%	1.86%	0.79%	2.72%	2.77%	1.76%	3.95%	3.81%	3.12%	4.79%	7.13%	8.01%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2022


University of Idaho
2022-23
2021-22
2020-21
2019-20
2018-19
2017-18
2016-17
2015-16
2014-15
2013-14
$10,471
$10,072
$8,396
$10,227
$9,856
$8,340
$9,967
$9,621
$8,304
$9,783
$9,404
$8,304
$9,486
$9,120
$7,864
$9,229
$8,864
$7,488
$8,878
$8,546
$7,232
$8,676
$8,376
$7,020
$8,313
$8,088
$6,784
$8,026
$7,864
$6,524
$0
$2,000
$4,000
$6,000
$8,000
$10,000
$12,000
Peer Average with Aspirational
Peer Average without Aspirational
University of Idaho

University of Idaho
OFFICE OF THE DEAN
College of Law
875 Perimeter Drive MS 2321
Moscow, ID 83844-2321
501 West Front Street
Boise, ID 83702-7232
208-364-4620
uidaho.edu/law

February 5, 2024

Re: College of Law Professional Fee Proposal Request

Dear Members of the Board,

The College of Law requests an increase in the Law School Dedicated Professional fee of $500 per year for Fiscal Year 2025. This dollar amount represents almost increase of 3% over the current level of $15,384 per year to $15,884 per year.

This proposed fee is necessary to maintain the high quality of education we provide to students. This fee is not, nor should it be perceived as, a substitute for other funding from the University or from any other source. We fear that that perception could lead to the ultimate functional privatization of the College of Law, which would be detrimental to legal education in the State of Idaho. Out of necessity, the fee has been used by the College of Law to preserve the quality of legal education despite recent years of financial challenges.

The requested fee increase serves two general purposes: it allows us to continue to achieve our statewide, land grant mission as Idaho's public law school, and it supports specific areas of strategic investment identified by our faculty as well as the accreditation visit by the American Bar Association. This fee increase is driven in large part by our need to hire and replace a significant number of faculty and staff in an employment market that is very competitive (especially in Boise, which is currently among the least affordable cities in the United States). Moreover, because the College pays a number of faculty and staff using the professional fee fund, we must also ensure that we have sufficient funds available to meet any requirements that the legislature and/or the University impose with respect to CEC for those fee-funded employees.

These proposed uses for the fee increase have long been supported by the law student leadership. It is important to the students that the College of Law remain competitively priced while still taking reasonable steps to ensure that needed programming and other fiscal requirements are met. The fee increase reflects this balancing of interests, though the College's overall funding needs are greater than can be supported by fee increases alone.

Sincerely,

Johanna Kalb
Dean, College of Law

09 February 2024

Re: College of Natural Resources/McCall Field Campus Environmental Education and Science Communication Graduate Certificate Program Fee

Dear Members of the Board,

In 2011, the State Board of Education approved a self-support program fee request from the College of Natural Resources (CNR) to support the operation of a successful graduate residency program at the McCall Field Campus, home of the award-winning McCall Outdoor Science School (MOSS). The program culminates in a graduate certificate in Environmental Education and Science Communication (Board approved in 2005).

The purpose of this memo is to request a 6% increase in the self-support program fee for the school year 2024 - 2025 from the current rate of $10,268 per semester, to $10,884 per semester.

Specifically, this requested increase:

1) Will defray the increased cost of faculty teaching the program and staff providing administrative support resulting from state approved CEC increases; costs of technology and scientific equipment needed for teaching, travel, and field study;

2) Will proportionately cover increased costs of operating and maintaining the 14-acre McCall Field Campus and the buildings contained therein generally attributed to normal inflation and in keeping with a comprehensive new Campus Master Plan completed in 2014. Please note that the requested fee increase will only support facility costs appropriate to the graduate program and that other facility costs will be covered using other appropriate budget lines;

3) Will not affect any students currently enrolled in the program. This requested increase would take effect for the new cohort of graduate students entering in Fall 2024.

Talented students come to our program in McCall from within the state as well as from across the U.S. and Canada, with many students having graduated from highly selective undergraduate institutions. Students apply their graduate coursework through hands-on teaching and outreach to form a unique link between university level STEM education and the Idaho K12 education system. They instill a STEM identity in 2,500 Idaho elementary, middle and high school students annually to help them become the innovators and problem solvers that our state needs to compete in the 21st century economy.

I am happy to discuss this request further with you or to answer any questions you might have. Thank you for your consideration.

Sincerely,

Dennis Becker, PhD
Dean, College of Natural Resources

09 February 2024

Re: College of Natural Resources/McCall Field Campus Environmental Education and Science Communication Masters of Natural Resources (MNR) Program Fee

Dear Members of the Board,

In 2017, the State Board of Education approved a self-support program fee request from the College of Natural Resources (CNR) to support the operation of a successful Master of Natural Resources (MNR) program at the McCall Field Campus, home of the award-winning McCall Outdoor Science School (MOSS). The program culminates in a MNR with special emphasis on Environmental Education and Science Communication.

The purpose of this memo is to request a 6% increase in the self-support program fee for the school year 2024 – 2025 from the current rate of $12,988 per semester, to $13,767 per semester.

Specifically, this requested increase:

1) Will defray the increased cost of faculty teaching the program and staff providing administrative support resulting from state approved CEC increases; costs of technology and scientific equipment needed for teaching, travel, and field study;
2) Will proportionately cover increased costs of operating and maintaining the 14-acre McCall Field Campus and the buildings contained therein generally attributed to normal inflation and in keeping with a comprehensive new Campus Master Plan completed in 2014. Please note that the requested fee increase will only support facility costs appropriate to the graduate program and that other facility costs will be covered using other appropriate budget lines;
3) Will not affect any students currently enrolled in the program. This requested increase would take effect for the new cohort of graduate students entering in Fall 2024.

Talented students come to our program in McCall from within the state as well as from across the U.S. and Canada, with many students having graduated from highly selective undergraduate institutions. Students apply their graduate coursework through hands-on teaching and outreach to form a unique link between university level STEM education and the Idaho K12 education system. They instill a STEM identity in 2,500 Idaho elementary, middle and high school students annually to help them become the innovators and problem solvers that our state needs to compete in the 21st century economy.

I am happy to discuss this request further with you or to answer any questions you might have. Thank you for your consideration.

Sincerely,

Dennis Becker, PhD
Dean, College of Natural Resources

University of Idaho
College of Business and Economics

January 10, 2024

RE: University of Idaho Master of Business Administration (MBA) - Online Program Fee

Dear Members of the State Board of Education,

The University of Idaho's College of Business and Economics faculty recently updated the curriculum of our Master of Business Administration (MBA) degree program. These changes include updating/modernizing core requirements and other curricular updates (e.g., enabling students to take electives across other University of Idaho colleges to promote an interdisciplinary focus, breaking courses into eight-week modules). Additionally, the delivery modality of the program has been updated from face-to-face delivery to 100% online delivery. These changes have made their way through our institutional curricular process, and the revised MBA will launch in Fall 2024.

When the University of Idaho last offered its MBA Program, the University levied a "Self-Support Academic Program Fee." Because of the changes made to the program's delivery modality, the purpose of this memo is to request an **institutional online program fee** consistent with Board Policy V.R.3.b.ii at $850 per credit hour in lieu of tuition and the consolidated mandatory fee. This price point generally aligns with the per credit hour rate at our regional peer institutions, and the total costs to complete the program will be lower than our peers. This program meets the requirements of this board policy as (1) the program consists of a "grouping of courses that provide the student with the knowledge required for a baccalaureate, masters', specialist or doctoral degree" and (2) all courses will be offered and delivered via a distance learning modality.

Sincerely,

Lisa M. Victoravich, Ph.D.



Dean, College of Business and Economics
University of Idaho

University of Idaho

OFFICE OF THE DEAN
College of Natural Resources
Perimeter Drive MS1138
Moscow, ID 83844-1138

11 March 2024

Re: College of Natural Resources/Master of Natural Resources Online Professional Fee Proposal Request

Dear Members of the Board,

The Master of Natural Resources (MNR) degree is a fully online interdisciplinary professional graduate degree program designed for current and aspiring professionals to enhance their educational credentials for a career in natural resources. The fundamental objective of the MNR program is to integrate and scale various perspectives — ecology and management; planning, policy, and society; and tools and technology — into a systems view of natural resources. The MNR program is accessible to graduate students of diverse academic backgrounds providing credentials and skills for the effective management of the environment and its natural resources.

MNR students currently choose from 59 different online graduate courses (500+ level), plus an additional 21 upper division online undergraduate courses. MNR courses may also be used to fulfill degree requirements for M.S. in Environmental Science and other graduate degree programs at the University of Idaho, including on-campus residential students. All MNR courses can be combined with any certificate program at the University of Idaho, including the GIS Certificate in the College of Science, professional certification by the Association for Fire Ecology, and certification for Federal Series GS-401, GS-408, GS-454, and GS-460. The Federal Series certifications in natural resources are among the few fully online credentialing programs in the United States. MNR is considered a terminal professional degree.

The purpose of this memo is to request the conversion of the MNR program from a tuition-based program to an institutional online fee-based program. The College of Natural Resources is requesting a fee beginning in Academic Year 2024-5 with a per credit cost of $738.00.

Specifically, this request will:

1) Set a per credit rate still below national averages and trends while providing resources directly to the MNR program to create a self-determination route for growth and contraction;

2) Provide direct resources to this unique online program to ensure the necessary instruction, technology and student support is applied directly to this unique cohort of students;

3) Set competitive pricing for MNR, typically completed through 30 credit hours with a total cost for degree attainment per student at $22,140;

4) Will not affect any students for the academic year 2023-4.

Eduventures conducted a national market analysis of online master's programs in the Natural Resources cluster during the fall 2023. Five competitor online programs were profiled: Colorado State University, Denver University, Oregon State University, Unity Environmental University, and Virgina Tech. According to the Eduventures analysis, peer institutions account for 27% of all natural resource specific programs nationally, but just 15% of master's degrees awarded, suggesting high competition. Within this cluster, Environmental Studies has gained share at the expense of Environmental Science, while Natural Resource

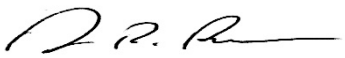
To enrich education through diversity, the University of Idaho is an equal opportunity/affirmative action employer.

codes have posted flat share. Regionally, online master's programs in the western United States are less common, suggesting market opportunity.

The Eduventures (2023) analysis identified UI-MNR as the largest natural resources program in the country. Eduventures estimates that the UI-MNR program is approaching a 9% national market share for natural resource master's degrees in the United States. Eduventures analysis shows continuing strength and undercapacity of online natural resource master's programs that should benefit UI-MNR

I am happy to discuss this request further with you or to answer any questions you might have. Thank you for your consideration.

Sincerely,



Dennis Becker, PhD
Dean, College of Natural Resources

University of Idaho

OFFICE OF THE DEAN
College of Natural Resources
Perimeter Drive MS1138
Moscow, ID 83844-1138

11 March 2024

Re: College of Natural Resources/Master of Environmental Science Online Professional Fee Proposal Request

Dear Members of the Board,

The Master of Environmental Science Online Degree (ENVS-online) is a fully online interdisciplinary degree program geared toward working professionals who are passionate about the role of science in environmental issues. ENVS-online incorporates concepts of waste management, pollution, policy and law, water science, land use, and energy systems. The ENVS-online program is accessible to graduate students of diverse academic backgrounds providing credentials and skills for the effective management of the environment and its natural resources.

ENVS-online students currently choose from 45 different online graduate courses (500+ level) for a total of 107 credits, plus an additional 16 upper division online undergraduate courses for an additional 45 credits. ENVS-online courses may also be used to fulfill degree requirements for the Master of Natural Resources and other graduate degree programs at the University of Idaho, including on-campus residential students. All ENVS-online courses can be combined with any certificate program at the University of Idaho, including the the GIS Certificate in the College of Science and certification for Federal Series GS-401, GS-408, GS-454, and GS-460. The Federal Series certificates are among the few fully online credentialing programs in the United States. ENVS-online is not considered a terminal professional degree.

The purpose of this memo is to request the conversion of the MNR program from a tuition-based program to an institutional online fee-based program. The College of Natural Resources is requesting a fee beginning in Academic Year 2024-5 with a per credit cost of $738.00.

Specifically, this request will:

1) Set a per credit rate still below national averages and trends while providing resources directly to the ENVS-online program to create a self-determination route for growth and contraction;

2) Provide direct resources to this unique online program to ensure the necessary instruction, technology and student support is applied directly to this unique cohort of students;

3) Set competitive pricing for ENVS-online, typically completed through 30 credit hours with a total cost for degree attainment per student at $22,140;

4) Will not affect any students for the academic year 2023-4.

Eduventures conducted a national market analysis of online master's programs in the Natural Resources cluster during the fall 2023. Five competitor online programs were profiled: Colorado State University, Denver University, Oregon State University, Unity Environmental University, and Virgina Tech. According to the Eduventures analysis, peer institutions account for 27% of all natural resource specific programs nationally, but just 15% of master's degrees awarded, suggesting high competition. Within this cluster, Environmental Studies has gained share at the expense of Environmental Science, while Natural Resource

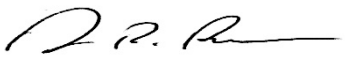
To enrich education through diversity, the University of Idaho is an equal opportunity/affirmative action employer.

codes have posted flat share. Regionally, online master's programs in the western United States are less common, suggesting market opportunity.

Like our competitors, the ENVS-online program appeals to aspiring and working professionals. Most are seeking to enhance their skills to take on new responsibilities, move up in their organizations, or qualify for new jobs. Most are part-time students (76%) with an average time to completion of three years to attain the required 30 credits.

I am happy to discuss this request further with you or to answer any questions you might have. Thank you for your consideration.

Sincerely,



Dennis Becker, PhD
Dean, College of Natural Resources

University of Idaho

FY 2025 STUDENT TUITION AND FEE OVERVIEW

APRIL 2024

RESIDENT UNDERGRADUATE TUITION AND FEES

Resident Rates per Year:	FY2024	FY2025	$ Change	% Change
Tuition	$6,540.00	$6,756.00	$216.00	3.3%
Student Enrollment, Engagement and Success	115.32	123.68	8.36	7.2%
Institutional Operations, Services and Support	1,648.10	1,679.50	31.40	1.9%
Student Health and Wellness	372.32	381.62	9.30	2.5%
Student Government	132.06	134.70	2.64	2.0%
Student Government – Opt Out Portion	8.20	8.50	0.30	3.7%
Total Full-Time Tuition & Fees	**$8,816.00**	**$9,084.00**	**$268.00**	**3.0%**

FY 2025 STUDENT TUITION AND FEE USES





- CEC
- Benefits

DEDICATED STUDENT ACTIVITY FEES

	REQUESTED BY UNITS	STUDENT RECOMMENDATION	SBOE REQUEST
CURRENT TOTAL		$1,420.94	$1,420.94
Changes:			
Change in Employee Compensation (CEC)	*(1%) $11.46*	*(3%) $34.38*	*(3%) $34.38*
Academic Success	*3.00*	*3.00*	*3.00*
Office of Undergraduate Research	*0.34*	*0.34*	*0.34*
Career Services (NEW FEE)	*6.96*	*4.00*	*4.00*
Equity & Diversity Admin Support	*2.66*	*2.66*	*2.66*
Tribal Relations: Tribal Liaison	*1.64*	*1.64*	*1.64*
Women's Center	*5.24*	*3.00*	*3.00*
Golf Course (NEW FEE)	*2.00*	*0.00*	*0.00*
Student Government (Optional Fee)	*0.30*	*0.30*	*0.30*
Total Changes:	*$33.60*	*$49.32*	*$49.32*
PROPOSED TOTAL		(3.5%) $1,470.26	(3.5%) $1,470.26

FACILITY AND TECHNOLOGY FEES

MANDATORY FEE TYPE	CURRENT RATE	PROPOSED INCREASE	PROPOSED RATE
Facility Fee	$680.06	$ (2.58)	$677.48
Technology Fee	175.00	5.26	180.26
TOTAL	$855.06	$ 2.68 (0.3%)	$857.74

OTHER FULL-TIME TUITION AND FEES

RATES PER YEAR:	FY2024	FY2025	$ Change	% Change
Undergraduate Non-Resident Tuition and Fees	$ 28,052	$ 28,320	$ 268	1.0%
Western Undergraduate Exchange Tuition and Fees – FY 2023 or later	12,086	12,462	376	3.1%
Western Undergraduate Exchange Tuition and Fees – Pre-FY 2023 Continuing Students	13,224	13,626	402	3.0%
Graduate Resident Tuition and Fees	10,548	10,816	268	2.5%
Graduate Non-Resident Tuition and Fees	29,784	30,052	268	0.9%

FY 2025 INCREASED ALLOCATIONS

	OPERATIONAL CAPACITY ENHANCEMENT	TUITION	TOTAL
REVENUE INCREASES:	$2,139,100	$1,980,000	$4,119,100
USES:			
Healthcare Workforce Development	1,338,900		1,338,900
Cybersecurity Workforce Expansion	800,200		800,200
CEC Fund Shift Coverage		1,414,500	1,414,500
Benefits		565,500	565,500
TOTAL USES:	$2,139,100	$1,980,000	$4,119,100



FISCAL OPTIMIZATION AND EFFICIENCY

- $22M Base Budget Reduction
- Vandal Hybrid Budget Model
- Microturbine Project
- Utility System P3
- Housing System P3
- Shared Services
  - Advising
  - Marketing & Communications
  - Advancement
  - Finance
  - HR
  - IT

SUBJECT

FY 24 Accountability Oversight Committee Annual Report

REFERENCE

August 2017	The Board approved Idaho's ESSA Plan, including a new state and federal accountability system that utilizes multiple measures to identify schools.
December 2018	The Board received the AOC's fiscal year 2019 report with an analysis on the first year of implementation of the state's new K-12 school accountability system.
June 2020	The Board received the AOC's fiscal year 2020 report with recommendations regarding assessment and accountability, as related to analysis of the data in the SDE's 2018-19 Student Achievement Report.
February 2021	The Board adopted recommendations from the AOC related to the state's high school accountability assessment, initiating the negotiated rulemaking process which led to changes to IDAPA 08.02.03.111.
April 2021	The Board adopted recommendations from the AOC to shift the accountability school quality measure to chronic absenteeism, initiating the negotiated rulemaking process which led to changes to IDAPA 08.02.03.112.
June 2021	The Board received the AOC's fiscal year 2021 report with recommendations to restructure future reports.
April 2022	The Board received the AOC's fiscal year 2022 report with recommendations to improve student outcomes, as related to analysis of the data in the SDE's 2020-21 Student Achievement Report.
April 2023	The Board received the AOC's fiscal year 2023 report and supported use of the executive summary.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.Q. Accountability Oversight Committee
Idaho Code § 33-110
Idaho Administrative Code, IDAPA 08.02.03.111, 112, and 114

BACKGROUND/DISCUSSION

The Board's Accountability Oversight Committee (AOC) was established in April 2010 as an ad-hoc committee. Board policy I.Q. assigns two responsibilities to the committee:

a. Provide recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed.

b. Develop and review an annual report of student achievement. This report shall be compiled collaboratively by Board and State Department of Education (SDE) staff and submitted to the committee for review. The committee will forward the report to the Board with recommendations annually.

The AOC's annual reports are focused on recommendations to the Board and SDE resulting from the committee's review and analysis of substantial data, as presented in annual SDE Student Achievement Reports. The data included at the request of the AOC includes standard measures given annually and additional data related to the subject-area focus for that year. For the 2022-23 Student Achievement Report, the focus area was English Language Arts and English Learners. As a result, the committee put particular emphasis on analyzing data related to the Idaho Reading Indicator (IRI), Idaho Standards Achievement Test (ISAT) in English Language Arts / Literacy, and the English Language Proficiency Assessment for English Learners.

To ensure the Board and public can identify the AOC's highest priority recommendations, the committee's FY 24 Report (Attachment 1) includes a focused Executive Summary. With support from the Board, the AOC will publish the Executive Summary as a separate document for distribution and implementation. The full report includes conclusions summarizing data analysis by subject and then presents recommendations, divided between policy recommendations for the Board and implementation recommendations for SDE. The recommendations are further separated between short-term and long-term actions. The FY 24 Accountability Report includes one appendix: Appendix A, the 2022-2023 Student Achievement Report.

The following recommendations and corresponding data from the FY 24 AOC Recommendations Report have been identified as the most critical for the Board to understand in depth:

Early Literacy
Priority Recommendation for the Board and Department (short-term):

- Develop a growth model for the IRI that creates fall-to-spring targets at the individual student level to encourage continued growth for all students.

Middle Grades Math
Priority Recommendation for the Board and Department (short-term):

- Collaborate with Smarter Balanced to create an actionable report on student performance on Idaho's Academic Content Standards for Mathematics.

High School to Postsecondary Go On Rates
Priority Recommendation for the Board and Department (short-term):

- In alignment with Idaho Launch and Idaho's job market, substantially expand the data reported, to include degrees and certifications completed in high school and a broader range of students' postsecondary choices.

IMPACT

The recommendations outlined in the FY 24 AOC Recommendations Report are intended to guide the Board and Department to adjust policies, practices, and systems to support improved student achievement in areas aligned to the Board's strategic plan. Board staff and IDE staff will need to collaborate on next steps toward implementation, including distribution of the Executive Summary. As written, none of the priority recommendations impact statute or administrative code at this time. However, agency staff could determine that steps towards implementation necessitate change. If this occurs, staff will bring the suggested changes to the Board for approval through the appropriate process.

All other recommendations in the full report will be reviewed individually by the appropriate agency to determine timelines and appropriate actions. Any recommendations that impact statute or Administrative Code may be brought back to the Board for consideration as legislative ideas.

ATTACHMENTS

Attachment 1 – FY 24 Accountability Oversight Committee Recommendations Report, March 2024 (including Appendix A: 2022-23 Student Achievement Report)

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Priority recommendations from this report are aligned to the Board's strategic plan, specifically increasing performance across K-3 literacy, middle-grades math, and the go-on rate. Board Staff recommends continued support for the priority recommendations presented in the Executive Summary of the FY 24 Accountability Oversight Committee Recommendations Report.

BOARD ACTION

This agenda item is for informational purposes only.

ACCOUNTABILITY OVERSIGHT COMMITTEE



FY 24 Recommendations Report

March 2024

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SECTION 1: INTRODUCTION

Background

The Accountability Oversight Committee (AOC) was created in 2010 as an ad hoc committee of the State Board of Education (Board). The committee's membership is provided at the end of this report.

Per Board policy, the AOC is tasked with providing the Board with recommendations regarding the effectiveness of or need for changes to the statewide accountability system. Additionally, the committee is expected to annually review student achievement data and provide recommendations to the board.

This report is intended to build upon other data sources to aid the Board in understanding K-12 student achievement and to present the Board with short-term and long-term recommendations regarding how the state can continue to make progress. Per the AOC's FY 21 Recommendations Report, as approved by the Board in June 2021, the AOC reviews certain data in alternating years, with attention given to certain content areas each year (particularly English language arts (ELA) or math). The FY 24 report has an ELA focus.

In summer and fall 2023, the AOC, Board staff, and State Department of Education (SDE) staff agreed to continue the collaborative approach that has been used in recent years for this work. The group reviewed previously established plans regarding the data the AOC would review, and the SDE compiled the data into the 2022-2023 Student Achievement Report (Appendix A).

On January 12, 30, 31 and February 16, 2024, the AOC reviewed the data included in the 2022-2023 Student Achievement Report and began developing this report. Each data review included a time for analysis, discussion, and development of related recommendations to improve outcomes. Additionally, AOC members made suggestions regarding potential data analyses to be considered for future reports, as provided in Appendix B.

The AOC is presenting this report to the State Board of Education for consideration at the April 2024 meeting.

Report Structure

The following report is structured around key metrics of student achievement. The FY 24 report has an English Language Arts (ELA) emphasis.

A brief and focused Executive Summary is provided as Section 2. If approved by the Board, the Executive Summary will also be released as a stand-alone document for distribution to districts, schools, and partners. The Executive Summary provides the AOC's three priority recommendations paired with figures that summarize related data.

Section 3 provides the AOC's conclusions and recommendations. The conclusions represent a summary of the AOC's data interpretations with an emphasis on points of celebration and concern. The AOC's recommendations are presented after the conclusions, split between policy recommendations for the Board and implementation recommendations for the SDE. The recommendations are further separated between short-term and long-term actions and include notes to indicate if they are ongoing recommendations (e.g., previously included in the FY 22 or FY 23 AOC Report). The conclusions presented in Section 3 are based on the AOC's full analysis of the Student Achievement Report data, as provided in Section 4.

Section 5 includes a list of AOC committee members and their affiliations.

DISCLAIMER

This report is an internal working document of the Accountability Oversight Committee (AOC), an ad hoc committee of the Idaho State Board of Education. The recommendations presented here are the opinions of the AOC and not necessarily that of the Board unless explicitly accepted by them.

SECTION 2: EXECUTIVE SUMMARY

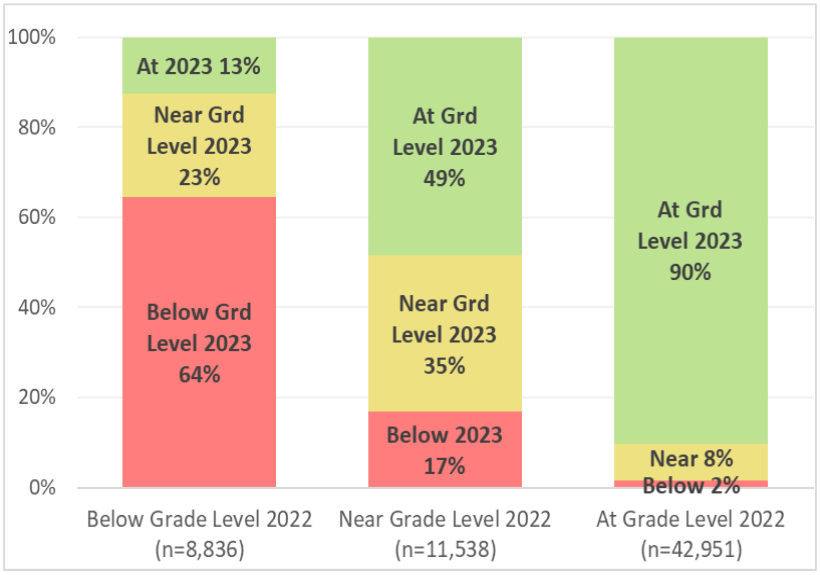
The purpose of this section is to provide a compact overview of the highest priority findings and recommendations found in the FY 24 AOC Recommendations Report, including Appendix A: 2022-2023 Student Achievement Report. Please see the full report for additional details.

Positive Findings

- After the percentage of K-3 students At Grade Level on the IRI fell to a pandemic low of 65% in 2021, the All Students K-3 group had an At Grade Level rate of 69% in 2023.
- High school ISAT ELA scores continue to improve when compared to prior years.
- Longitudinal ISAT math mean scale score data for all grades shows that while math scores were impacted by the pandemic and have not fully recovered, progress has been made.
- English Learners' performance on the English Language Proficiency Assessment shows students steadily improving over time.
- American Indians / Alaskan Natives have had a steadily increasing 5 Year Cohort Graduation Rate for the past five years; 2018: 63%; 2019: 70%; 2020: 68%; 2021: 73%; and 2022: 76%.

Early Literacy

Figure 1: IRI 2022-23 Performance Relative to 2021-22 Score



Findings

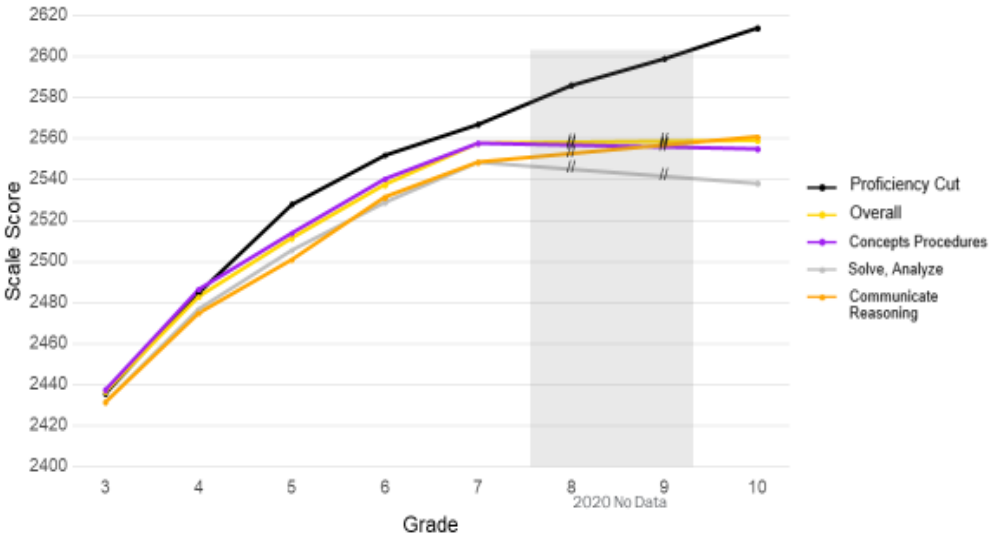
- Most Below and At Grade Level students score in the same category both years.
- There is upward movement, with 36% of students who scored Below Grade Level and 49% of Near Grade Level moving up.
- There is some downward movement of At Grade Level students and Near Grade Level students scoring in a lower category in 2023.

Priority Recommendation

Develop a growth model for the IRI that creates fall-to-spring targets at the individual student level to encourage continued growth for all students.

Middle Grades Math

Figure 2: Longitudinal Mean ISAT Math Scale Score, Composite & Claims, 2021-22 Grade 10 Matched Cohort (n=15,998)



Finding

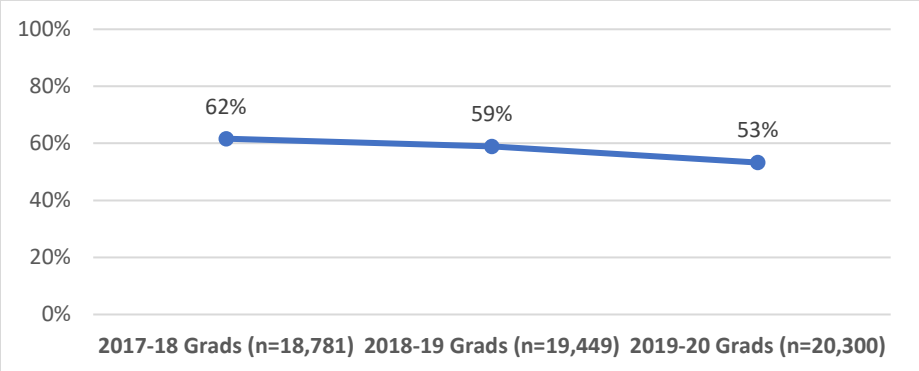
Cohort data shows performance differences between the test's sub-categories (claims), but does not allow identification of specific skills that are particularly challenging for students at certain grade levels.

Priority Recommendation

Collaborate with Smarter Balanced to create an actionable report on student performance on Idaho's Academic Content Standards for Mathematics.

High School to Postsecondary Go On Rates

Figure 3: 3 year Go On Rates, by Graduation Cohort



Finding

While the current Go On Rate data is accurate, it does not allow for a clear of understanding of what students are doing after high school, and is missing key metrics.

Priority Recommendation

In alignment with Launch and Idaho's job market, substantially expand the data reported, to include degrees and certifications completed in high school and a broader range of students' postsecondary choices.

SECTION 3: RECOMMENDATIONS

Suggestions for Reading Section 3

Before reading the following subsections, readers should look at the Associated Analysis and Associated Data lists directly under the header of each subsection. The Associated Analysis guides readers to the data analyses and interpretations found in Section 4 of this report. The Associated Data directs readers to the relevant figures, tables, and bulleted data interpretations found in the 2022-2023 Idaho State Department of Education Student Achievement Report (Appendix A). Reviewing this relevant information will prepare readers to process the conclusions and recommendations contained in each subsection. To further guide readers, the relevant SDE Student Achievement Report figures and tables are listed within the body of the following subsections so readers can quickly revisit them as they read.

Recommendations Definitions

Based on the AOC's experience with the time and energy it takes to implement recommendations, the following definitions are used when referring to Short-term Actions and Long-term Actions in the Recommendations tables in Section 3.

- ✓ Short-term Actions: Work on this recommendation should begin as soon as possible, with the goal that the recommendation be completed within approximately two (2) years after the Board's approval.
- ✓ Long-term Actions: While planning can begin sooner, these are recommendations that generally are expected to take more than two (2) years to come to fruition. Sometimes, these recommendations first require the completion of a Short-term Action.

Important Data Consideration

For all categories of data, in recent years, there was a noticeable decrease in the group (n) size for Economically Disadvantaged students. This is primarily attributable to difficulty in accurately identifying students for this category for two specific reasons. First, during the past decade or so, the number of schools identified as schoolwide Title I schools has increased. When schools are identified for schoolwide Title I, lunch is provided free for all students and families are not asked to complete free and reduced lunch forms. Second, during the pandemic (SY 2020-21 and 2021-22), free lunch was provided to all students across all schools, regardless of their Title I status. These changes made it more challenging for schools to accurately identify students as economically disadvantaged.

English Language Arts/Literacy and English Language Learning

Conclusions: Idaho Reading Indicator (IRI)

Associated Analysis: AOC Recommendations Report, Section 4, pgs. 23-27
Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 2-19, pgs. 15-31

Data Considerations:

- Idaho's vendor for the IRI, Istation, made two significant changes to the test between 2021-22 and 2022-23.
    - For 2022-23, Istation re-normed their test, which adjusted the expectations for students to be identified at a certain percentile, and therefore, to fall into each performance category (At Grade Level, Near Grade Level, Below Grade Level).
    - For 2022-23, Istation developed a continuous scale for their test, thus adjusting the scale score ranges for each performance category.

Conclusions:

- Spring 2023 At Grade Level performance for All Students (K-3) was 69%, up from the pandemic low of 65% and close to the 2019 pre-pandemic high of 70%.
    - Kindergarten and 2nd grade had 2023 performance that met or exceeded pre-pandemic levels.
    - 1st and 3rd grades have not recovered to pre-pandemic levels, which may reveal a longer-term pandemic impact. The 3rd grade At Grade Level rate hit a post-pandemic low in spring 2023.
    - Growth during 2nd grade is the greatest of any grade and accounts for most of the improvement that occurs between kindergarten and 3rd grade.
- Student subgroup performance (i.e., race/ethnicity & student group) is not comparable across school years 2021-22 and 2022-23 because of the re-norming and re-scaling of the IRI. Thus, additional years of data are needed to detect trends.
- Although Idaho is effective at advancing most K-3 students from lower to higher performance categories, some students have performance that stagnates.
    - Cohort analyses show that by spring of 2nd grade, approximately 25% of students remain Near or Below Grade Level and most do not successfully move upward during 3rd grade.
    - Cohort analyses show that the strongest IRI gains occur during 2nd grade. This could be due to any combination of the following: effective instruction, robust curricula, and alignment between instruction and the IRI. Further research on what is spurring 2nd grade growth could allow for identification of best practices.

- Year-over-year comparisons of individual student performance levels between reveal that 64% of students who scored Below Grade Level in spring 2022 remained at that level in spring 2023, while between 10-17% of students performing At Grade Level or Near Grade Level in spring 2022 fell back to a lower performance category in spring 2023.

- IRI domain analyses provide important insights into strengths and weaknesses in early literacy.
- Additional years of data are needed to determine full-time kindergarten impacts on early literacy achievement.
    - When comparing fall to spring scores in 2022-23, students in full-time kindergarten had a higher increase in the percentage of students At Grade Level (improvement in proficiency was 7 points higher than part-time kindergartners).
    - There may be differences in the type of students in full-time and part-time kindergarten, so additional demographics data is needed to conduct a deeper analysis of the data.

Conclusions: ISAT English Language Arts (ELA)

Associated Analysis: AOC Recommendations Report, Section 4, pgs. 27-29
Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 20-30, pgs. 32-46

Data Considerations:

- After a gap in testing in 2019-20, for the following two years (2020-21 and 2021-22), Idaho used a shortened blueprint with a computer adaptive test (CAT) that is approximately half the length of the full blueprint. However, in 2022-23, Idaho used the full (longer) blueprint. We do not know the extent to which lowered scores in 2022-23 are reflective of test fatigue due to the longer test and/or a latent pandemic impact.
- In 2022-23, Idaho moved the high school assessment from 10th grade to 11th grade. Students whose 10th grade score from the prior year (2021-22) was proficient or advanced using the 11th grade cut scores were allowed to re-use their score in 2022-23 without re-testing. It is impossible to know the impact this may have had on high school scores.

Conclusions:

- Given the blueprint changes, more years of data are needed to re-establish consistent monitoring of post-pandemic trends.
- Year-over-year high school performance is consistently improving.
- After gains of 1 to 3 percentage points across grades 3-8 in 2020-21 and 2021-22, the percentage of students scoring proficient dropped to new lows in 2023. Notably, these drops may be due to test fatigue caused by the lengthened blueprint.

- Individual student comparisons of year-over-year performance levels reveal substantial numbers of students in a given performance category one year falling into lower performance categories the following year. For example, of students who scored Proficient in 2021, 26% scored Basic or Below Basic in 2022.
    - There is some evidence, however, that Idaho can initiate and sustain solid year-over-year growth. Between 2017 and 2019, the mean scale score rose by 9 points. It is possible the pandemic disrupted this emerging upward trend and once the test blueprint is stabilized, improved performance will re-emerge.
- Performance gaps between subgroups and their reference groups remain. While the All Students group had a proficiency rate of 52% in 2023, students in most other subgroups did not have the majority score proficient or advanced.
- Cohort analyses reveal consistent group average performance at or slightly above proficiency across the grade levels both pre and post pandemic.

Conclusions: English Language Proficiency Assessment

Associated Analysis: AOC Recommendations Report, Section 4, pgs. 29-30
Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 31-37, pgs. 47-53

Data Considerations:

- Idaho adjusted (lowered) the cut scores needed for students to exit English Learner (EL) programs in 2019-20, resulting in many more students "testing out" of the programs. As a result, the 2020-21 cohort of students was substantially different than the prior year, since higher performing students had tested out.
- Since modified exit criteria were implemented during the pandemic, it is impossible to know how much the scores in 2020-21 and future years (2021-22, 2022-23) are a result of the change in exit criteria vs. pandemic impacts.

Conclusions:

- English Learner performance consistently improves the longer they are in the program. This is a highly positive finding and should be recognized.
    - Additional research should be conducted, including comparisons to performance in other states to determine if Idaho has a standout program.
    - A case study would be beneficial to identify best practices.

Recommendations - ELA/Literacy and English Learning

Policy Recommendations – State Board of Education

Short-term Actions

1. Maintain the commitment to K-3 Literacy (FY 22 & FY 23 Rec).
   a. Focus on cohorts of students most impacted by the pandemic (FY 23 Rec).
   b. Continue to monitor cohorts up to grade 6 to identify if accelerated learning efforts have addressed pandemic impacts.
   c. Ensure the state's new professional development/mentoring platform has an effective mechanism for identifying and sharing best practices in K-3 Literacy (FY 23 Rec).
2. Continue systematic collection and analyses of data regarding the impact of expanded full-time kindergarten in the state (FY 23 Rec).
3. Expand partnerships with stakeholder groups committed to serving specific populations to engage in coordinated efforts to identify short- and long- term strategies to address performance differentials (FY 22 & FY 23 Rec).

Long-term Actions

1. Based on recommendations from appropriate stakeholder groups, develop plans to reduce performance differentials between subgroups (FY 22 & FY 23 Rec).

Implementation Recommendations – State Department of Education

Short-term Actions

1. Provide focused professional development to districts, schools, administrators, and other educational leaders on how to interpret IRI and ISAT data (particularly domain and claim data) and use it to make instructional and curriculum decisions (FY 22 & FY 23 Rec).
   a. Support districts and schools in identifying how to use IRI and ISAT data to formulate strategic

Long-term Actions

1. Track cohorts and continue implementation support related to K-3 literacy (FY 22 Rec), with expansion to K-6 to ensure accelerated learning continues with students impacted by the pandemic (FY 23 Rec).
2. Maintain high quality professional development on literacy and use of IRI and ISAT Claim level data (FY 23 Rec).

interventions for specific student subgroups.
  - Promote use of the ISAT interims and interim data as tools to support instruction (FY 23 Rec).
  - Collect and analyze data to measure how the use of ISAT interims impacts summative assessment performance.

b. Ensure professional development is appropriately targeted and differentiated across roles (teachers, vs. administrators, etc.) (FY23 Rec).
c. Review the effectiveness of existing state literacy initiative efforts to ensure LEAs receive strong support (FY23 Rec).

2. Facilitate sharing of full-time kindergarten best practices between LEAs (FY 23 Rec).
3. In coordination with the Board, expand partnerships with stakeholder groups committed to serving specific student populations (FY 22 & FY 23 Rec).
4. Identify highly effective districts and schools performing above expectations, particularly with specific subgroups of students. Recognize / reward them and share their strategies (FY 22 & FY 23 Rec).
5. Conduct analysis of other states EL programs to establish Idaho's relative performance standing.
   a. Identify and share best practices.

Mathematics

Conclusions: ISAT Math

Associated Analysis: AOC Recommendations Report, Section 4, pgs. 30-31
Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 38-43, pgs. 54-62

Data Considerations:

- After a gap in testing in 2019-20, for the following two years (2020-21 and 2021-22), Idaho used a shortened blueprint for the computer adaptive portion of the test that is approximately half the length of the full blueprint. However, in 2022-23, Idaho used the full (longer) blueprint. We do not know the extent to which lowered scores in 2022-23 are reflective of test fatigue due to the longer test and/or a latent pandemic impact.
- In 2022-23, Idaho moved the high school assessment from 10th grade to 11th grade. Students whose 10th grade score from the prior year (2021-22) was proficient or advanced using the 11th grade cut scores were allowed to re-use their score in 2022-23 without re-testing. It is impossible to know the impact this may have had on high school scores.

Conclusions:

- Given the blueprint changes, more years of data are needed to re-establish consistent monitoring of post-pandemic trends.
- Mean scale score changes show the impact of the pandemic, and though math performance has not fully recovered, steady post-pandemic improvement is clear.
- Performance trends both before and after the pandemic reveal underlying system capabilities able to produce mathematics performance improvements for the All Students group of about 3 scale score points per year.
    - These improvements are reflected in quite small changes in the percentages of students scoring basic (slightly decreased) and advanced (slightly increased).
    - There were no meaningful changes in the percentages of students who scored below basic and proficient as mean scale scores improved.
- Mathematics performance continues to deteriorate with increasing grade level. The percentage of students scoring proficient is highest in 3rd grade and lowest in high school. This pattern has been consistent for many years.
- Analysis of multiple cohorts reveals a consistent pattern of mean scale scores falling below grade level proficiency expectations after 4th grade. After 4th grade, the gap between the cohort's mean score and proficiency expectations widens.
- Performance gaps of all sizes remain between subgroups and their reference groups.

Recommendations – Mathematics

Policy Recommendations – State Board of Education

Short-term Actions

1. Support the recommendations of the Math Work Group (FY 23 Rec).
2. Expand partnerships with stakeholder groups that focus on specific populations to engage in coordinated efforts to identify short- and long- term strategies to address performance differentials (FY 22 & FY 23 Rec).
    a. Actively engage in the newly formed STEP group to improve coordination with Idaho's American Indian tribes and identify best practices from this work that could be used with others.

Long-term Actions

1. Develop budgets and engage with the legislature to identify and request resources and funds needed to implement the Math Work Group's long-term recommendations (FY 23 Rec).

Implementation Recommendations – State Department of Education

Short-term Actions

1. Support the recommendations of the Math Work Group (FY 23 Rec).
2. Build upon previous efforts to engage districts and schools in quality, ongoing, focused professional development to improve math instruction (FY 20, FY 22, FY 23 Rec).
    a. Professional development needs to be embedded and connected to content (FY 22 & FY 23 Rec).
    b. Ensure professional development is appropriately differentiated by role (FY 23 Rec).
    c. Support educators in understanding and engaging their students in the depth and rigor of the math standards (FY 23 Rec).
    d. Ensure math performance data is widely shared and used (FY 23 Rec).
        – Promote use of ISAT interims and interim data as tools to support instruction.

Long-term Actions

1. With support of the Board, ensure plans are developed to implement the Math Work Group's recommendations (FY 23 Rec).
2. Work with the Board to develop budgets and engage with the legislature to develop support for providing resources and funds to implement the Math Work Group recommendations (FY 23 Rec).
3. While developing the new ISAT aligned to Idaho's updated academic content standards, work with the vendor(s) to create a plan to report computer adaptive test (CAT) and performance task (PT) scores separately.

- Use ISAT claim and target data at all appropriate levels to guide professional development and instructional changes.

3. Promote on-grade level core math instruction for all students, including students in special education, ELs & Title I (FY 23 Rec).
4. Work with appropriate vendors to gather more specific ISAT math data and improve the individual student report that goes to students and families.
   a. Work with Smarter Balanced to create a report on student performance on the Mathematics Academic Content Standards.
   b. Work with Cambium to improve the individual student reports, including adding individual student growth targets.
5. Identify highly effective districts and schools with math performance above expectations. Recognize / reward them and share their strategies (FY 22 and FY 23 Rec.)

High School - Graduation and Go On Rates

Conclusions: Graduation Rates

Associated Analysis: AOC Recommendations Report, Section 4, pgs. 32-33
Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 44-48, pgs. 63-67

Data Considerations:

- The cohort graduation rate model is established in federal law and has specific requirements regarding the students who are and are not included in a cohort. It is important to note that students who leave their cohort but pursue and receive a grade equivalency diploma (GED) or high school equivalency exam (HSE) are considered dropouts. Thus, a 100% graduation rate is not achievable unless a state fully eliminates this path for high school students.

Conclusions:

- From 2017 to 2023, 4 year and 5 year graduation rates remained stable, with 4 year between 80-82% and 5 year between 82-84%.
- From 2018 to 2023, when disaggregated by race, ethnicity, and student group, 4 year and 5 year graduation rates remained stable for most groups, but substantial differences in graduation rates remained between the subgroups.
- An important exception to the relative stability of graduation rates occurred with the American Indian/Alaskan Native group. Their 4 year cohort graduation rates varied between 65% and 74% with some evidence of a small upward bias through the years. Their 5 year cohort graduation rates, however, showed a clearer upward trend: 2018: 63%; 2019: 70%; 2020: 68%; 2021: 73%; and 2022: 76%.

Conclusions: Go On Rates

Associated Analysis: AOC Recommendations Report, Section 4, pgs. 33-35
Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 49-54, pgs. 68-71

Data Considerations:

- The current process for gathering data included in the Go On rates necessitates a one-year delay in this metric. As a result, the most recent 1 year Go On rates are for the 2021-22 graduates who pursued postsecondary education in the 2022-23 school year, and the most recent 3 year Go On rates are for 2019-20 graduates who pursued opportunities in 2020-21, 2021-22, or 2022-23.

- There has been a nationwide decrease in the percentage of high school graduates pursuing higher education during and post-pandemic. The decline in Go On rates since 2018 (from 69% to 62%) has been significant.[1]

Conclusions:

- The All Students 1 year Go On rate was stable (44-46%) between 2019-20 and 2021-22.
  - Differences in 1 Year Go On rates persist between subgroups and their relevant comparison groups.
- 3 Year Go On rates for the All Students group decreased between 2017-18 and 2019-20, from 62% to 53%. However, most of this drop (6 percentage points) occurred with the 2019-20 graduates who graduated the year of the pandemic.
- More years of data (both 1 year and 3 year) are needed to understand post-pandemic Go On rates trends.
- The current Go On Rate data does not allow for a clear understanding of what students are doing after high school, as it is a combination of metrics, and is missing key data.

[1] NCES, 2023

Recommendations – High School – Graduation and Go On Rates

Policy Recommendations – State Board of Education

Short-term Actions

1. Continue to expand efforts to use Next Steps Idaho, college and career advising, and other initiatives to encourage students to graduate from high school and support them in pursuing appropriate postsecondary options (FY 22 & FY 23 Rec).
2. Utilize partnerships with stakeholder groups focused on specific student subgroups to develop strategies to address differentials in graduation rates between student groups (FY 22 & FY 23 Rec.).
3. In alignment with Launch and Idaho's robust job market, substantially expand the data reported about students' postsecondary choices. At a minimum, separately report the following:
   - % of high school graduates who earned associate degrees before graduation
   - % of high school graduates who earned certificates before graduation
   - % of high school graduates who go on to pursue certificates (1 yr +)
   - % of high school graduates who enroll in an apprenticeship
   - % of high school graduates who enter the military
   - % of high school graduates who sign up for 1 yr + of service (missions, etc.)
   - % of high school graduates who go on to a community college
   - % of high school graduates who go on to a 4 year college or university

Long-term Actions

1. Engage with the SDE to collaboratively develop a dropout prevention plan (FY 22 & FY 23 Rec).
2. As a part of the SLDS / ISEE remodel, create standardized codes for: common high school courses, credit given (full, partial, incomplete), and course recovery (FY 23 Rec).

Implementation Recommendations – State Department of Education

Short-term Actions

1. Direct LEAs to establish early warning systems to identify students at risk for dropping out, coupled with robust interventions and supports for students (FY 23 Rec).
   a. Gather evidence regarding districts' early warning systems and dropout prevention efforts. Identify best practices used within and out of state. Present research and recommendations to the Board (FY 22 Rec).
   b. Guide LEAs to leverage absenteeism data and supports as a key early warning sign for dropout prevention (FY 23 Rec).
2. Identify highly effective districts and schools with graduation rates above expectations. Recognize / reward them and share their strategies (FY 22 & FY 23 Rec).
3. Provide outreach and professional development to LEAs to support the Board's efforts to report more diverse data about students' postsecondary choices.

Long-term Actions

1. Implement the dropout prevention plan, as collaboratively developed by Board and SDE (FY 22 & FY 23 Rec).

Enrollment and Attendance

Conclusions: Enrollment

Associated Analysis: AOC Recommendations Report, Section 4, pg. 35
Associated Data: 2022-2023 Student Achievement Report (App. A), Figure 1, pg. 14

Conclusions

- Enrollment dipped during the 2020-21 school year, likely due to the pandemic and multiple modes of instruction (in-person, remote, hybrid).
- Annual enrollment increases in Idaho appear to have resumed post-pandemic, although at a lower growth rate.

Conclusions: Attendance

Associated Analysis: AOC Recommendations Report, Section 4, pgs. 35-36
Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 55-56, pgs. 72-74

Attendance Definitions

The following definitions for attendance are used in this report, as aligned to the Attendance Works model:

- ✓ Adequate Attendance: 91% to 100% attendance
- ✓ Chronically Absent: 81 to 90% attendance
- ✓ Severely Chronically Absent: 80% or lower attendance

Data Considerations

- The definition of "chronically absent" and "severely chronically absent" include absences for any reason, including excused absences (based on district or school policy).
    - Since absences for medical reasons (including contracting Covid-19 or being quarantined due to a close contact) are included, the population of students identified as chronically absent during 2020-21 and 2021-22 likely includes students who would not have had similar absenteeism pre-pandemic.
    - Anecdotal information received by AOC members and Board and SDE staff indicates that some districts and schools made policies regarding student attendance while sick stricter (requiring no fever, etc.,) during and after the pandemic, which could lead to additional absences related to illness.
    - The correlation between absenteeism and performance may be lower during and coming out of the pandemic than at other times, since the group of students

experiencing absences could include higher performing students who are more likely to maintain proficiency despite their absences.

Conclusions

- Rates of chronic absenteeism and severe chronic absenteeism were highest in 2021-22 (25%), but improved modestly in 2022-23 (20%). Additional years of data are needed to determine if this is the beginning of a trend of improved attendance post pandemic.
- Except for 2020-21, rates of chronic absenteeism and severe chronic absenteeism exhibit little variability across grade level bands (i.e., K-5, 6-8, & 9-12). Thus, efforts to address absenteeism are needed across all grades. However, the resources and strategies chosen should be tailored to the specific challenges of each age group.

Recommendations – Enrollment and Attendance

Policy Recommendations – State Board of Education

Short-term Actions

1. Research a valid and reliable metric to identify students facing economic disadvantage, ensuring the data gathering process is consistent and manageable for LEAs (FY 23 Rec).
2. Continue support for the Attendance Works framework (FY 23 Rec).
3. Work to ensure all parties (Board, SDE, LEAs) understand and use common terminology and measures related to attendance and absenteeism (FY 23 Rec).

Long-term Actions

1. Once a new way of identifying students facing economic disadvantage is identified, integrate the data gathering into the SLDS / ISEE remodel.
2. Develop budget plans that address sustainability of funding to LEAs for implementing strategies to reduce chronic absenteeism in alignment with the Attendance Works model (FY 22 & FY 23 Rec).

Implementation Recommendations – State Department of Education

Short-term Actions

1. Work with the Board to find a valid and reliable metric to identify students facing economic disadvantage (FY 23 Rec).
2. Provide districts and schools with professional development and data regarding the impact attendance has on student outcomes and recommend Attendance Works strategies to improve attendance (FY 22 & FY 23 Rec).

Long-term Actions

1. Implement an updated collection process for economic disadvantage data and ensure LEAS understand the collection process (FY 23 Rec).
2. Work with the Board to support development of budgets to sustain funding to LEAs for implementation of strategies to reduce chronic absenteeism in alignment with the Attendance Works model (FY 22 & FY 23 Rec).

3. Collaborate with stakeholder groups to build awareness and knowledge of the inclusion of chronic absenteeism in the state's accountability framework and the strategies outlined in the Attendance Works model (FY 22 & FY 23 Rec).

SECTION 4: DATA ANALYSIS

Important Data Consideration

For all categories of data, in recent years, there was a noticeable decrease in the group (n) size for Economically Disadvantaged students. This is primarily attributable to difficulty in accurately identifying students for this category for two specific reasons. First, during the past decade or so, the number of schools identified for schoolwide Title I schools has increased. When schools are identified for schoolwide Title I, lunch is provided free for all students and families are not asked to complete free and reduced lunch forms. Second, during the pandemic (SY 2020-21 and 2021-22), free lunch was provided to all students across all schools, regardless of their Title I status. These changes made it more challenging for schools to accurately identify students as economically disadvantaged.

English Language Arts/Literacy

Data Analysis: Idaho Reading Indicator (IRI)

Data Considerations:

- Idaho's vendor for the IRI, Istation, made two significant changes to the test between 2021-22 and 2022-23.
    - For 2022-23, Istation re-normed their test, which adjusted the expectations for students to be identified at a certain percentile, and therefore, to fall into each performance category (At Grade Level, Near Grade Level, Below Grade Level).
    - For 2022-23, Istation developed a continuous scale for their test, thus adjusting the scale score ranges for each performance category.

IRI – Composite Scores

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 2-10, pgs. 16-24

Data Analysis

- When comparing across years on the same set of norms (i.e., the old norms used by Istation through 2021-22), spring 2018-19 (pre-pandemic) set the high of 70% of All Students K-3 performing At Grade Level, and spring 2020-21 set a low of 65%. After achieving 68% in spring 2021-22, performance increase slightly in spring 2022-23 to 69%. Please note that spring 2023 performance decreased to 66% At Grade Level when looking at results from the re-norming (fig. 2, pg. 16).

- Post-pandemic recovery varies by grade level (old norms, fig. 3, pg. 17)
    - As off 2022-23, kindergarten spring At Grade Level performance recovered all pandemic losses (2 percentage points) and exceeded the grade's previous high performance (pre-pandemic, 63%) reaching a new high of 66%.
    - By 2022-23, 2nd grade At Grade Level performance recovered all pandemic losses (6 percentage points) and matched the pre-pandemic high of 75%.
    - 1st and 3rd grade have not recovered to pre-pandemic highs. After gaining 2 to 4 percentage points in 2021-22, both grades had decreased performance (by 2 to 3 points) in 2022-23.
- Student subgroup performance is not comparable across school years 2021-22 and 2022-23 because of the re-norming and re-scaling of the IRI. Thus, additional years of data are needed to detect trends (figs. 4-6, pgs. 18-20).
- Comparing the performance category a student is in spring of one year to the performance category the student is in the following spring (figs 7-8, pgs. 21-22) reveals:
    - 36-40% of students who scored Below Grade Level in the spring of one year moved higher into Near Grade Level or At Grade Level performance in the following year. However, 60-64% of these students remained Below Grade Level the following spring.
    - Approximately 50% of students who scored Near Grade Level in the spring of one year moved higher into At Grade Level performance the following spring. 35% remained at Near Grade Level the following spring, while 14-17% dropped into Below Grade Level performance.
    - 90% of students performing At Grade Level in spring of one year remained At Grade Level the following spring, while 10% dropped into Near Grade Level and Below Grade Level performance.
- 2023 Grade 2 and 2023 Grade 3 cohort analyses reveal similar patterns of longitudinal performance (figs. 9-10, pgs. 23-24).
    - Although increases in the number of students At Grade Level occurred each year, the largest increases (11 and 13 percentage points) occurred when students were in Grade 2.
    - Although decreases in the number of students performing Near Grade Level occurred each year, the largest decreases (9 percentage points for each cohort) occurred when students were in Grade 2.
    - Below Grade Level performance decreased each year but to a lesser degree when compared to Near Grade Level decreases.

IRI – Domain Scores

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 11-17, pgs. 25-29

What the IRI Domains Measure[2]

- ✓ Text Fluency: The Text Fluency subtest measures the ability to read text accurately with meaning in a specified period of time.
- ✓ Vocabulary: The Vocabulary subtest measures knowledge of word meanings by identifying pictures, synonyms, and definitions.
- ✓ Letter Knowledge: The Letter Knowledge subtest measures the ability to identify the symbol for a letter's name and its sound.
- ✓ Phonemic Awareness: The Phonemic Awareness subtest measures the ability to recognize the beginning sound of a word presented orally and to blend phonemes (the smallest spoken parts of language) into a word.
- ✓ Spelling: The Spelling subtest measures the ability to apply Letter Knowledge and Alphabetic Decoding skills to correctly spell words.
- ✓ Reading Comprehension: The Reading Comprehension subtest measures the ability to read and understand text.
- ✓ Listening Comprehension: The Listening Comprehension subtest measures the ability to listen to and understand grade-level sentences and paragraphs.
- ✓ Alphabetic Decoding: The Alphabetic Decoding subtest measures the ability to apply Letter Knowledge skills to identify non-words presented by the narrator.

Data Analysis

- ➢ Text Fluency Domain (fig. 11, pg. 25): 2nd grade demonstrated strong fall to spring growth in the percentage of students At Grade Level on this domain. 3rd grade did not have the same trend, as fall and spring scores were similar.
- ➢ Vocabulary Domain (fig. 12, pg. 26): Kindergarten showed no improvement in percent At Grade Level from fall 2022 to spring 2023, while 1st grade achieved a 3 percentage point gain, and 2nd and 3rd grades had 8 percentage point gains.
- ➢ Letter Knowledge Domain (fig. 13, pg. 27): Kindergarten At Grade Level performance increased 20 percentage points fall to spring, and the percentage of students performing Below Grade Level fell from 29% in the fall to 13% in the spring.
    - Most 1st grade students are not administered this domain test because they scored high enough in kindergarten to "test out." Thus, only the lowest performing kindergarteners in spring are administered this test in the fall of 1st

[2] Istation, n.d.

grade, so the percentage of students scoring At Grade Level will be lower than the Kindergarten results.

- Phonemic Awareness Domain (fig. 14, pg. 27): Kindergarten At Grade Level performance increased 19 percentage points fall to spring, and the percentage of students performing Below Grade Level fell from 25% in the fall to 16% in the spring.
    - This is an additional domain that is primarily for kindergarten students, with most 1st grade students not tested because they scored high enough in kindergarten to "test out." Thus, only the lowest performing kindergarteners in spring are administered this test in the fall of 1st grade, so the percentage of students scoring At Grade Level will be lower than the Kindergarten results.
- Spelling Domain (fig. 14, pg. 28): 1st grade At Grade Level performance improved 1 percentage point fall 2022 to spring 2023. 2nd grade gained 14 percentage points and 3rd grade gained 7 percentage points.
- Comprehension Domain (fig. 15, pg. 29): 57% of 1st graders, 68% of 2nd graders, and 70% of 3rd graders in spring 2023 performed At Grade Level.
- Listening Comprehension Domain (fig. 16, pg. 29): Kindergarten At Grade Level performance increased 5 percentage points from fall 2022 to spring 2023. The percentage performing Near Grade Level decreased by 4 percentage points and Below Grade Level decreased by 1 percentage point.
- Alphabetic Decoding Domain (fig. 17, pg. 29): The percentage of 1st graders At Grade Level increased 10 percentage points from 50% in fall 2022 to 60% in spring 2023, while the percentage Below Grade Level decreased by 9 percentage points.
    - Given the number of 1st graders who did not score At Grade Level on this important skill in spring 2022-23, continued monitoring should be considered.

IRI – Full-time vs. Part-time Kindergarten

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 18-19, pgs. 30-31

Definitions

- ✓ Part-time kindergarteners: Students who attend kindergarten a partial day, 4 to 5 days per week or for a full school day 2 to 3 days per week.
- ✓ Full-time kindergarteners: Students who attend kindergarten for a full school day, 4 to 5 days per week, thus completing similar instructional hours as other elementary students in their LEA.

Data Considerations

- It is important to note that due to changes in funding, there was a significant increase in the number of LEAs offering full-time kindergarten to some or all of their students free of charge. Thus, there are population differences between 2021-22 and 2022-23, so comparisons across years should be done cautiously, as additional years of data are needed to understand the difference in performance between full-time kindergartners and their part-time peers.

Data Analysis

- As of 2023, 77% of kindergarteners were full time. This is up from 38% in 2020. Additionally, between 2022 and 2023 there was a 27 percentage point increase in the percentage of full-time kindergarteners (fig. 18, pg. 30).
- Data from 2021-22 and 2022-23 appears to show that full-time kindergarten is more effective at increasing the percentage of students At Grade Level between the fall and spring administrations of the IRI.
    - During 2022-23, there was a 25 percentage point increase from fall to spring in the percentage of full-time kindergarten students who scored At Grade Level and an 18 point increase for part-time kindergarteners. This is a 7 percentage point difference in favor of full-time kindergarten (fig. 19, pg. 31).
    - In 2021-22, when 50% of kindergartners were full-time, the fall-to-spring growth in the percentage of full-time kindergartners scoring At Grade Level was 10 percentage points higher than their part-time kindergarten peers.

Data Analysis: Idaho Standards Achievement Test (ISAT) ELA

ISAT ELA

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 20-30, pgs. 32-46

Data Considerations:

- After a gap in testing in 2019-20, for the following two years (SY 2020-21 and 2021-22), Idaho used a shortened blueprint with a computer adaptive test that is approximately half the length of the full blueprint. However, in 2022-23, Idaho used the full (longer) blueprint. We do not know the extent to which lowered scores in 2022-23 are reflective of test fatigue due to the longer test and/or a latent pandemic impact. Thus, when longitudinal comparisons are made in this report, 2021-22 data is the last year considered since 2023-24 data is needed to provide context to the 2022-23 scores.
- In 2022-23, Idaho moved the high school assessment from 10th grade to 11th grade. Students whose 10th grade score from the prior year (2021-22) was proficient or advanced using the 11th grade cut scores were allowed to re-use their score in 2022-23

without re-testing. It is impossible to know the impact this may have had on high school scores.

Data Analysis

- Proficiency rates for the All Students (grades 3-8 and 11 combined), individual grade levels (grades 3-8), and the majority of student groups decreased in 2023 (as compared to 2022). However, these year-over-year decreases may be due to test fatigue caused by the increased length of the 2023 assessment. Thus, additional years of data, particularly with the return to the shortened blueprint in 2023-24, are needed to understand long-term trends (figs. 20-24, pgs. 34-38).
- The High School (grade 11) Total Proficient rate increased 3 percentage points in 2023 (fig. 21, pg. 35). It is impossible to know if this was impacted by the test's shift from grade 10 to grade 11.
    - Prior to 2023, the high school proficiency rate had increased 1 percentage point per year since 2019. The 3 point jump in 2023 might be an acceleration of that trend, but if so, the cause is not known at this time.
- Substantial achievement differences between racial and ethnic subgroups remained and showed no evidence of decreasing (fig. 22, pg. 36).
    - For example, the percentage of Hispanic/Latin students scoring Basic or Below Basic has ranged between 62% to 66% since 2019. The same statistic for Whites is 39% to 43%. American Indian/Alaskan Native and Black/African American subgroups have even larger differences between them and Whites.
- Except for Female, Male, and Students of Military Families, large achievement differentials remain between student subgroups and their reference groups. These subgroups include special education, English Learners (EL), migrant, homeless, foster, etc. (figs. 23-24, pgs. 37-38).
- Analyses of year-over-year movement of individual students between performance levels reveal underlying challenges with ensuring all students progress one academic year or more between testing years (fig. 26, pg. 40).
    - 65% of students who scored Below Basic in 2021 scored in the same category in 2022.
    - 22% of students who scored Basic in 2021 scored Below Basic in 2022.
    - By 2022, 26% of the 2021 Proficient students had fallen back into Basic or Below Basic, and 35% of Advanced students had fallen one or more categories.
- From 2017-18 to 2019-20, the ISAT ELA mean scale score rose from 2516 to a pre-pandemic high of 2525. After the mean scale score dropped 2 points to 2523 in 2020-21, the score recovered to 2525 in 2021-22. However, in 2022-23 the mean scale score dropped 5 points to 2520, the level it was at in 2018. It is likely this drop was caused by

the change in the test blueprint, but additional years of data are needed (fig. 28, pgs. 42-43).

- Cohort analyses reveal consistent group average performance at or slightly above proficiency across the grade levels both pre- and post-pandemic (fig. 29-30, pgs. 44-46).
- 8th grade cohort differences across claim scores were relatively stable until 6th grade and then during 7th grade all the claim scores converged into consistent performance at or above the proficiency cut score. The convergence eliminated or reduced the historical differences across claim scores. All claim scores then decreased in unison in 2023 (fig. 30, pg. 46). Similar patterns in other cohorts were found in previous analyses.
    - Please note that these interpretations are based on visualizing patterns of lines in figures. Therefore, more in-depth and sophisticated statistical analyses of these patterns are needed to verify that they exist and measure their magnitude.

Data Analysis: English Language Proficiency Assessment (ELPA)

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 31-37, pgs. 47-53

Data Considerations:

- Idaho adjusted (lowered) the cut scores needed for students to exit English Learner (EL) programs in 2019-20, resulting in many more students "testing out" of the programs. As a result, the 2020-21 cohort of students was substantially different than the prior year since higher performing students had tested out.
- Since modified exit criteria were implemented during the pandemic, it is impossible to know how much the scores in 2020-21 and future years (2021-22, 2022-23) are a result of the change in exit criteria vs. pandemic impacts.

Data Analysis

- After the modified exit criteria / pandemic drop in 2021, performance category percentages for All Students (K-12) essentially held steady in 2022 and 2023 (fig. 32, pg. 49).
- All grade level bands exhibited substantial improvement in student performance the longer students remained in the program (fig. 34, pg. 51).
    - For example, in 2023, 51% of K-5 students in their first year in the program scored in the two lowest levels, Entering and Emerging. By comparison, for K-5 students who were in the program 4 or more years, only 8% performed at the two lowest levels.
- Cohort analyses of students provide additional insight into students in the program for four years or more (figs. 35-37, pgs. 52-53).

- Note: The cohort analysis does not include data for students who exited the cohort, so particularly for the middle school and high school cohorts, the cohorts are likely made up of students who are experiencing the greatest challenges acquiring English. Additionally, our data for this report does not include contextual information regarding how long students had been in the EL program before the first year of cohort analyses (i.e., the 7th grade cohort could include students new to the U.S. along with students who had been in the program for multiple years without exiting).
- Cohort analyses provide some support for the assertion that student performance improves the longer they remain in the program, but it also might provide important context for this assertion since program effects appear stronger for younger students.
  - For example, the 2023 Grade 3 cohort demonstrated steadily improved performance between kindergarten and 3rd grade. The percentages of students in the top three categories (i.e., 4, 5, & 6) climbed from 11% in kindergarten to 46% in 3rd grade. Similarly, category 3-Developing went from 14% to 40% (fig. 35, pg. 52).

Mathematics

Data Analysis: ISAT Math

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 38-43, pgs. 54-63

Data Considerations:

- After a gap in testing in 2019-20, for the following two years (2020-21 and 2021-22), Idaho used a shortened blueprint for the computer adaptive portion of the test that is approximately half the length of the full blueprint. However, in 2022-23, Idaho used the full (longer) blueprint. We do not know the extent to which lowered scores in 2022-23 are reflective of test fatigue due to the longer test and/or a latent pandemic impact. Thus, when longitudinal comparisons are made in this report, 2021-22 data is the last year considered since 2023-24 data is needed to provide context to the 2022-23 scores.
- In 2022-23, Idaho moved the high school assessment from 10th grade to 11th grade. Students whose 10th grade score from the prior year (2021-22) was proficient or advanced using the 11th grade cut scores were allowed to re-use their score in 2022-23 without re-testing. It is impossible to know the impact this may have had on high school scores.

Data Analysis

- After steadily increasing in the years leading up to the pandemic, the All Students (grades 3-8 and 11) mean ISAT Math scale score dropped 11 percentage points in 2020-21 to 2506, matching its 2015 level. While the ISAT Math mean score has not yet fully recovered, it has increased 3 points the past two years, to 2509 in 2021-22 and 2512 in 2022-23 (fig. 42, pg. 60).
- The Total Proficient rates for the All Students group, majority of grades, and most student groups decreased between 2022 and 2023. However, these year-over-year decreases may be due to test fatigue caused by the increased length of the 2023 assessment. Thus, additional years of data, particularly with the return to the shortened blueprint in 2024, are needed to understand long-term trends (figs. 38-41, pgs. 55-59).
    - From a pre-pandemic high of 44%, the All Students Total Proficient rate fell to a post-pandemic low of 40% in 2021, a level roughly equivalent to 2014-15 (the first year of ISAT by Smarter Balanced testing). However, 3 percentage points of the loss were recovered in 2022 (fig. 38, pg. 55).
    - Except for high school, no grade level has recovered to pre-pandemic highs in Total Proficient students (fig. 39, pg. 57).
        - High school performance has been unchanged since 2019 with 34 to 35% of students scoring Proficient or Advanced (the lowest proficiency rate of any grade).
        - Mathematics performance continues to deteriorate with increasing grade level. In 2023, 49% of 3rd graders scored Proficient or Advanced. By high school, the proficiency rate was 35%.
- Achievement differences between student groups persist (figs. 40-41, pgs. 58-59).
    - For example, in 2023, 61% of Asians and 46% of Whites performed at proficient or advanced levels. Only 19% of American Indians and Black, African Americans performed at proficient or advanced levels in 2023 (fig. 40, pg. 58).
    - In 2023, 42% of military connected students, 39% of females, and 44% of males performed at proficient or advanced levels. Only 16% of migrants, 14% of English learners, and 12% of students with disabilities performed at proficient or advanced levels (fig. 41, pg. 59).
- Longitudinal data of multiple cohorts shows similar performance patterns (fig. 43, pgs. 62-63).
    - Cohort trend lines from three previous AOC Student Achievement Reports plus this one (i.e., 8 cohorts of students) show performance diverging from and thereafter underperforming grade level proficiency expectations after 4th grade.
    - All but one of the eight cohort trend lines show an additional divergence in the middle grades that accelerates the underperformance in relation to grade level proficiency expectations.

- Please note that these interpretations are based on visualizing patterns of lines in figures. Therefore, more in-depth and sophisticated statistical analyses of these patterns are needed to verify that they exist and measure their magnitude.

High School – Graduation and Go On Rates

Data Analysis: Graduation Rates

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 44-48, pgs. 64-68

Data Considerations:

- The cohort graduation rate model is established in federal law and has specific requirements regarding the students who are and are not included in a cohort. It is important to note that students who leave their cohort but pursue and receive a GED or HSE are considered dropouts. Thus, a 100% graduation rate is not achievable unless a state fully eliminates this path for high school students.

Data Analysis

- For the 2017 to 2023 cohorts, the 4 year cohort graduation rates remained stable between 80% and 82% (fig. 44, pg. 64).
- For the 2017 to 2022 cohorts, the 5 year cohort graduation rates remained stable between 82% and 84% (fig. 44, pg. 64).
- Between the 2019 and 2023 cohorts, 4 year cohort graduation rates grouped by race/ethnicity appear stable. No groups experienced appreciable increases or decreases, when taking into consideration the group's size and potential pandemic year impacts. Group size is an important consideration since smaller groups will usually have greater variability across the years (fig. 45, pg. 65).
    - While rates are generally stable for each group, there are graduation rate differences between race/ethnicity subgroups.
        - For the lowest performing groups, graduation percentages range in the high 60's to low 70's (e.g., American Indian/Alaskan Native and Black/African American).
        - For the middle performing groups, graduation percentages range in the 70's (e.g., Hispanic/Latin, Native Hawaiian/Other Pacific Islander, and Two or More Races).
        - For the highest performing groups, graduation percentages range in the 80's (e.g., Asian and White).
- From 2019 to 2023, 4 year cohort graduation rates grouped by student group appear stable. No groups experienced appreciable increases or decreases, when taking into

consideration the group's size and potential pandemic year impacts. Group size is an important consideration since smaller groups will usually have greater variability across the years (fig. 46, pg. 66).

- While rates are stable for each group, there are graduation rate differences between student groups.
  - Graduation rates for Students in Foster Care range in the high 30's to low 40's.
  - Students Who are Homeless and Students with Disabilities have graduation rates ranging in the 50's.
  - For Economically Disadvantaged, English Learners, and Migratory Students graduation percentages range in the 60's to low 70's.
  - For Students of Military Families, Males, and Females graduation rates range from the mid 70's to the low to mid 80's.

➢ In general, 2018-2022 five year cohort graduation rates, grouped by either race-ethnicity or student group, were higher by a few percentages points when compared to 4 year rates for the same groups and followed the patterns found in the 4 year cohort graduation rates (figs. 47-48, pgs. 67-68).

- An important exception to these patterns occurred with the American Indian/Alaskan Native group. Their 4 year cohort graduation rates varied between 65% and 74% with some evidence of a small upward bias through the years. But their 5 year cohort graduation rates show a clearer upward trend: 2018: 63%; 2019: 70%; 2020: 68%; 2021: 73%; and 2022: 76%.

Data Analysis: Go On Rates

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 49-54, pgs. 69-72

Data Considerations:

- The Go On rates for a given year (i.e. 2021-22) are the rate for that graduation cohort (i.e. students who graduated in 2021-22).
- The current process for gathering data included in the Go On rates necessitates a one-year delay in this metric. As a result, the most recent 1 year Go On rates are for the 2021-22 graduates who pursued postsecondary education in the 2022-23 school year, and the most recent 3 year Go On rates are for 2019-20 graduates who pursued opportunities in 2020-21, 2021-22, or 2022-23.

1 Year Go On Rates

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 49-51, pgs. 69-71

Data Analysis

- The All Students 1 Year Go On rates remained steady at about 45% between 2019-20 and 2021-22 (fig. 49, pg. 70).
- 1 Year Go On rates varied by race / ethnicity (fig 50, pg. 70).
    - American Indian/Alaskan Native rates decreased from 39% in 2019-20 to 29% in 2021-22. This was the lowest go on rate for any ethnic group in 2021-22.
    - The 1 year Go On rate for Native Hawaiian/Other Pacific Islander increased from 28% in 2019-20 to 47% in 2021-22.
    - After dropping 4 percentage points between 2019-20 and 2020-21, the Asian group's Go On rate increased 8 percentage points in 2021-22, a post-pandemic high.
    - All other ethnic groups experienced some variability in Go On rates between 2019-20 and 2021-22, with no trends emerging.
    - Black/African Americans, a historically lower performing group on other measures, have the second highest Go On rate of all ethnic groups.
    - Differences in go on rates persist between groups based on race/ethnicity. However, as 2021-22 and 2022-23, except for American Indian/Alaskan Native and to a lesser degree Hispanic/Latin groups, all other groups have Go-On rates that meet or exceed the All Students group.
- 1 Year Go-On rates varied by student subgroup (fig. 51, pg. 71).
    - All of the student subgroups, including Economically Disadvantaged, English Learners, Students Who are Homeless, and Students with Disabilities, performed below the All Students group by 10 to 28 percentage points, depending on the group and year being compared.
    - Students with Disabilities were the lowest performers. Of the 2021-22 cohort, 19% went on within one year of graduation, compared to 45% of the All Students group.

3 Year Go On Rates

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 52-54, pgs. 71-72

Data Analysis

- The 3 Year Go On rates for the All Students group decreased each year between 2017-18 and 2019-20, from 62% to 53%. However, most of this drop (6 percentage points) occurred with the 2019-20 graduates (fig. 52, pg. 71).

- Based on 2019-20 3 Year Go On rates, it appears that for most race/ethnicity groups, rates were negatively impacted by the pandemic, but additional years of data are needed to fully understand the effects (fig. 53, pg. 72).
    - The 3 Year Go On rates for American Indian/Alaskan Native and Asian students were not as impacted as other groups, as their rates held steady between 2018-19 and 2019-20 (American Indian/Alaskan Native: 44% and Asian: 70%).
    - All other race/ethnicity groups experienced negative trends in 3 Year Go On rates from 2017-18 to 2019-20.
        - Decreases over the three years ranged from a high of 16 percentage points for Native Hawaiian/Other Pacific Islander to a low of 4 percentage points for Black/African American.
- It appears that 3 Year Go On rates for other student groups were negatively impacted by the pandemic, but additional years of data are needed to fully understand possible effects (fig. 54, pg. 72).
    - Across the two years leading up to the pandemic (2017-18 and 2018-19), Economically Disadvantaged, Students Who are Homeless, and Students with Disabilities all experienced year-over-year declines of 2 to 4 percentage points. These declines then accelerated during the 2019-20 pandemic year with additional decreases of 4 to 5 percentage points.
    - English Learners also experienced a drop in 3 Year Go On rates for 2019-20 graduates. The difference between them and the other groups is that for English Learners their 3 Year Go On rates did not show a downward trend before the 2019-20 pandemic year. They remained steady at 41% the two years prior to the pandemic year and then dropped 5 percentage points for the 2019-20 cohort.

Enrollment and Attendance

Data Analysis: Enrollment

Associated Data: 2022-2023 Student Achievement Report (App. A), Figure 1, pg. 14

Data Analysis

- Idaho public schools enrolled an additional 866 students in 2022-23 (fig. 1, pg. 14).
- After a pandemic low in enrollment occurred in 2020-21, enrollments rebounded by 5,415 students in 2021-22, exceeding the pre-pandemic high (fig. 1, pg. 14).

Data Analysis: Attendance

Associated Data: 2022-2023 Student Achievement Report (App. A), Figures 55-56, pgs. 73-75

Attendance Definitions

The following definitions for attendance are used in this report, as aligned to the Attendance Works model:

- ✓ Adequate Attendance: 91% to 100% attendance
- ✓ Chronically Absent: 81 to 90% attendance
- ✓ Severely Chronically Absent: 80% or lower attendance

Data Considerations

- The definition of "chronically absent" and "severely chronically absent" include absences for any reason, including excused absences (based on district or school policy).
  - Since absences for medical reasons (including contracting Covid-19 or being quarantined due to a close contact) are included, the population of students identified as chronically absent during 2020-21 and 2021-22 likely includes students who would not have had similar absenteeism pre-pandemic.
  - Anecdotal information received by AOC members and Board and SDE staff indicates that some districts and schools made policies regarding student attendance while sick more strict (requiring no fever, etc.,) during and after the pandemic, which could lead to additional absences related to illness.
  - The correlation between absenteeism and performance may be lower during and coming out of the pandemic than at other times, since the group of students experiencing absences could include higher performing students who are more likely to maintain proficiency despite their absences.

Data Analysis

- ➢ In pre-pandemic 2018-19, 87% of Idaho students had adequate attendance. During and after the pandemic, adequate attendance dropped to 82% in 2020-21 and just 75% in 2021-22. The percentage rebounded to 80% in 2022-23 (fig. 55, pg. 74).
- ➢ In 2018-19 (pre-pandemic), adequate attendance rates were similar across grade bands (K-5: 88%, 6-8: 87%, and 9-12: 86%). In 2020-21 (during the pandemic), adequate attendance rates diverged across grade bands (K-5: 86%, 6-8: 82%, 9-12: 77%). Highly similar adequate attendance rates across all grade bands re-emerged post-pandemic in 2021-22 and 2022-23 (fig. 56, pg. 75).

SECTION 5: ACCOUNTABILITY OVERSIGHT COMMITTEE MEMBERS

Chair

Roger Stewart, Ph.D.	Retired Professor, College of Education, Boise State University Designated Seat: Student Achievement Assessment and Data

Ex-Officio Members

Linda Clark, Ed.D	Vice President, Idaho State Board of Education Retired Superintendent, West Ada School District #2
Cindy Siddoway	Member, Idaho State Board of Education Owner, Siddoway Sheep Co. and Juniper Mountain Ranch Former School Board Trustee, West Jefferson School District #253
Ryan Cantrell, Ed.S	Chief Deputy Superintendent, Idaho State Department of Education

Designated Members

Julian Duffey, M.Ed.	Special Education Director, Jefferson County School District #251 Owner, Balance Point, LLC. Designated Seat: Special Education
Jodie Mills, Ed.S.	Administrator of Teaching and Learning, Boise School District #1 Designated Seat: School District Assessment and Accountability
Geoff Penrose, Ed.S.	Principal, Sandpoint Middle School, Lake Pend Oreille School District #84 Designated Seat: School Level Administrator
Wendy Johnson, Ed.S.	Superintendent, Kuna School District #3 Designated Seat: School District Superintendent

At-Large Members

Iris Chimburas	Director of Indian Education, Lapwai School District #341 Member, Indian Education Committee
Anne Ritter, MS.Ed., J.D.	Board Member, Meridian Medical Arts Charter School Former School Board Trustee, West Ada School District #2

Staff

Alison Henken, M.P.P.	K-12 Accountability and Projects Program Manager, Idaho Office of the State Board of Education

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2022-23

Student Achievement Report

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ASSESSMENT & ACCOUNTABILITY

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DATA NOTES

The data presentations in this report conform to the rules and standard practices adopted by the Idaho Department of Education (the Department) to protect potentially personally identifiable information (PII), and to guard against overinterpretation of small differences.

Redaction

In compliance with Idaho law, we redact data to protect personal identity. This means that we do not report data in any cells of fewer than 5 students or where the difference between the total of one or more cells of categorical data is fewer than 5 of the total student population. In addition, Data Management Council (DMC) Policies and Procedures call for at least two cells to be redacted in most cases where any total is available, to prevent any cell required for redaction from being derived. Under DMC policy, additional cells may be required to be redacted until the total of the exempt and therefore redacted aggregate data in a line or column equals 5 or more. Zero is considered a number.

The Department uses two levels of redaction communication to protect privacy: (1) reporting no data at all or (2) by "blurring" the actual data, which provides some numeric information, without exposing underlying private data. Specifically, cells that meet the standard fewer-than-five redaction rule are reported using the "NSIZE" notation. Cells that meet the n size requirement but cannot be disclosed because of their relationship to another cell that is redacted, are blurred with the use of ">" or "<" notations. Please be aware that the blurred results are always true (e.g. a cell listed with < 25% will have a real value of under 25%), but do not include an indication of how much above or below the listed value the actual percentage falls.

Level of Precision and Rounding Error

In this report, most composites, rates, percentages, and averages are calculated to 10 places beyond the decimal. For reporting, they are rounded to full numbers, with no places beyond the decimal. The resulting level of precision better matches the level of accuracy of the underlying data, and helps avoid the overinterpretation of small, inconsequential differences that likely result from the types of random error that affect all data. Slight, apparent differences from 100% of up to one percentage point in the sum of rates per category (usually a stacked bar) result from rounding error and not real discrepancies.

School Year (SY) Naming Convention

By convention, school years (SYs) are labeled according to the calendar year of the spring semester. For example, the 2019-20 school year is labeled 2020. In this report, when a school year is identified with one date, for example 2023 refers to the school year starting in the previous calendar year's fall (i.e., 2022) and ending in named school year's spring (i.e., 2023)

Sample Size

Throughout this report, the sample size or student count is expressed whin parenthesis with or without a notation of "n=".

DATA CONSIDERATIONS

The following considerations should be considered when interpreting the results available in this report.

2019 Pre-Pandemic Baseline

This report includes results from the 2018-19 school year as the pre-pandemic baseline. Idaho continues to make a recovery from the COVID-19 pandemic, and it is important to keep track of the effect and progress. Because of COVID-19, many programs, including statewide assessments, ceased in Spring 2020. For this reason, results from the school year 2020 may not be available.

IRI Considerations

IRI scores were put on a vertical scale and were subsequently renormed in 2022 using data from the 2018-19 school year. This was to align the IRI vendor's PreK-grade 3 early-reading assessment and Grades 4-5 advanced-reading assessment and make the scores continuous and comparable. For any norm-referenced assessments, the norm needs to be updated every four to five years to represent the performance of the current population. The change in norms affected the proficiency-level (Tier) assignment. Several graphs show 2022-23 findings using both the new and old norms.

ISAT Considerations

The Idaho State Board of Education adopted the adjusted (shortened) blueprints in 2020. The shortened blueprint has 50% fewer computer adaptive items in each claim area compared to the original full (long) blueprint. The shortened blueprint still covers all content standards, and results are comparable. Although combined claim scores are in development, the shortened blueprint does not offer claim-level scores. Idaho used shortened blueprint in 2020-21 and 2021-22 school years. Idaho returned to full-length blueprint in the 2022-23 school year.

After students take the ISAT ELA assessment, their results are reported in two primary ways: four categorical achievement levels and scale scores. Students fall into one of four categories of performance called achievement levels, based on their scale scores. The graphs available in this report show the performance of students in grades 3-8 and high school (grade 10 through 2022, grades 10 and 11 in 2023), across the four achievement levels. As of 2023, the high school ISAT was taken in Grade 11 and evaluated against Grade-11 standards. Two other features were

added: (1) students could use a "banked" ISAT score from a prior high school year's test, usually a Grade-10 test, rather than re-take the test in Grade 11; and (2) Grade-10 or other high school students could take the Grade-11 ISAT for banking, if they had completed relevant curriculum. Please see Accountability Business Rules or Appendix I for details.

ELPA Considerations

In 2017, the Department slightly lowered the individual language domain (Reading, Writing, Listening, and Speaking) proficiency level targets for exiting the program from 5.0 on each of the four domains to 4.0, leaving overall composite cut-off unchanged. Three years later, based on its statewide analyses comparing ACCESS performance levels and ISAT ELA performance, the Department implemented another exit criterion update in 2019-20. These modifications lowered the overall composite proficiency level exit cut score from 5.0 to 4.2; the Reading, Writing, and Listening domain cut scores from 4.0 to 3.5; and the Speaking cut from 5.0 to 1.0[1].

[1] This low score of 1.0 took into account that the Speaking measure relied on a recording technology that artificially reduced the Speaking score to 1.0 if a student stopped and re-started the recorder.

INTRODUCTION

The Assessment and Accountability Department, on behalf of the Idaho Department of Education, presents Idaho's 2022-23 annual Student Achievement Report. The information presented is a compilation of the results of the summative assessments for all students, unless otherwise noted. The data presented may not match reports published to fulfill accountability requirements.[2] Student demographic designations represent information that districts and charters provided through the Idaho System for Educational Excellence (ISEE).

The observations provided represent the reflections, understanding, and experience of the Assessment and Accountability staff, as well as reflections from other department staff.

Questions about the data or observations can be directed to the Assessment and Accountability Department.

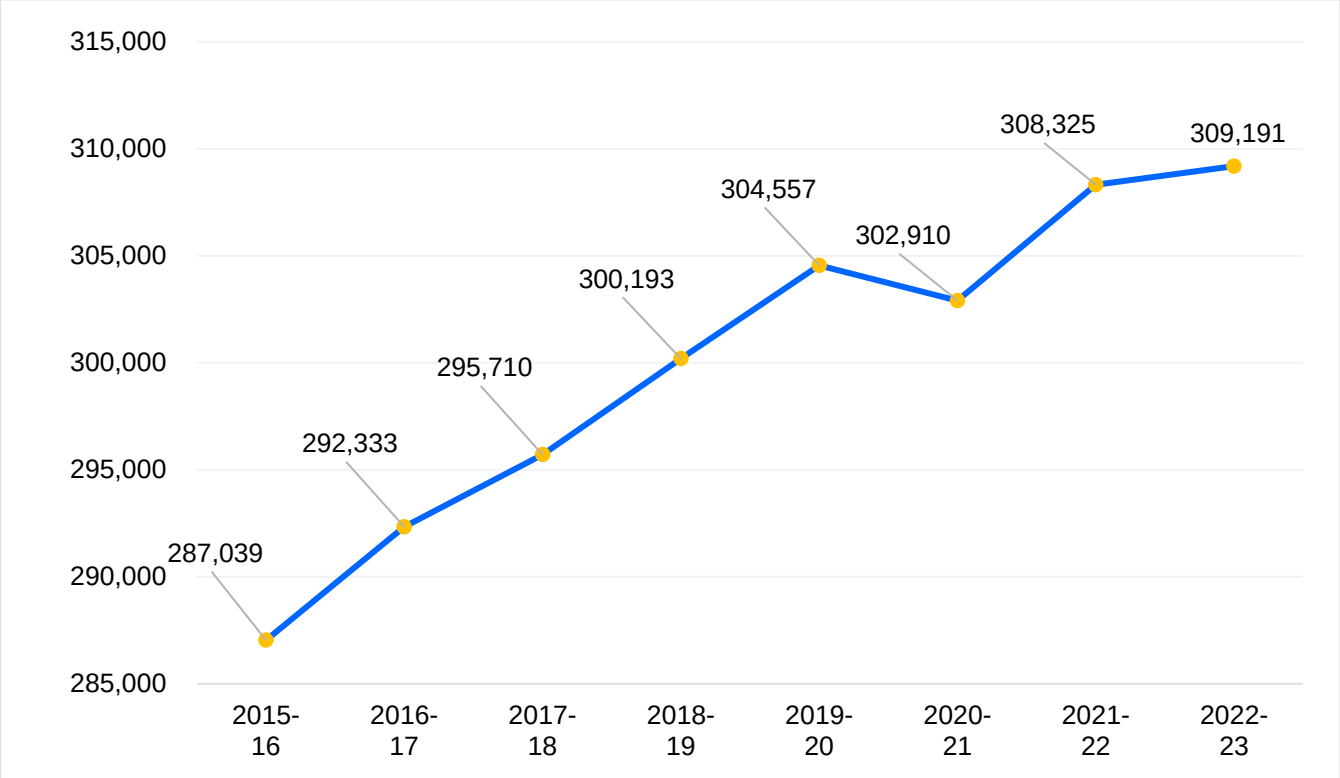
[2] Inclusion and weighting rules vary depending on the accountability metric and requirement.

ENROLLMENT

This report reviews the achievements of the 309,191 students in Idaho's public schools in 2022-23. These official numbers come from the Spring Enrollment Count, which includes all students in grades kindergarten through 12 enrolled on the first Friday of May. The districts and charter schools statewide report enrollment via ISEE to the Idaho Statewide Longitudinal Data System (SLDS). The count does not show whether a student is enrolled on a half-time or full-time basis. The enrollment count for the following entities are not part of the report card: (1) Juvenile Detention Centers; (2) Idaho Digital Learning Academy (IDLA); and (3) Schools governed by: (a) Idaho Department of Correction; (b) Idaho Department of Juvenile Corrections; (c) Idaho Educational Services for the Deaf and Blind; (d) Tribal organizations; (e) Special purpose schools, as accredited; and (f) Summer schools/programs.

As seen in Figure 1, enrollment has increased by about 900 students since last year; by 4,600 students over the past four years since 2019-20, and by about 22,000 since 2015-16. Growth since last year is 0.3%, considerably lower than the 1.1% annual growth from 2016 through 2023. Coming years will reveal whether this slowed growth will continue.

Figure 1: Idaho Public School Enrollment over Three Years



ENGLISH LANGUAGE ARTS AND LITERACY

This section reviews Idaho students' performance on English language arts and literacy assessments including the Idaho Reading Indicator (IRI) for students in kindergarten through grade 3; the Idaho Standards Achievement Test (ISAT/IDAA) for students in grades 3-8 and 10; and the English Language Proficiency Assessment (ELPA) for students learning English in kindergarten through grade 12.

IRI

School year 2018-19 was the first year of the statewide implementation of the new IRI. Legacy IRI scores could not be compared directly with scores from the new IRI, for two reasons. First, the legacy IRI testing procedure was a one-on-one assessment between the proctor and student. Second, it was approximately 2-4 minutes long and it measured one aspect of literacy – oral reading fluency.

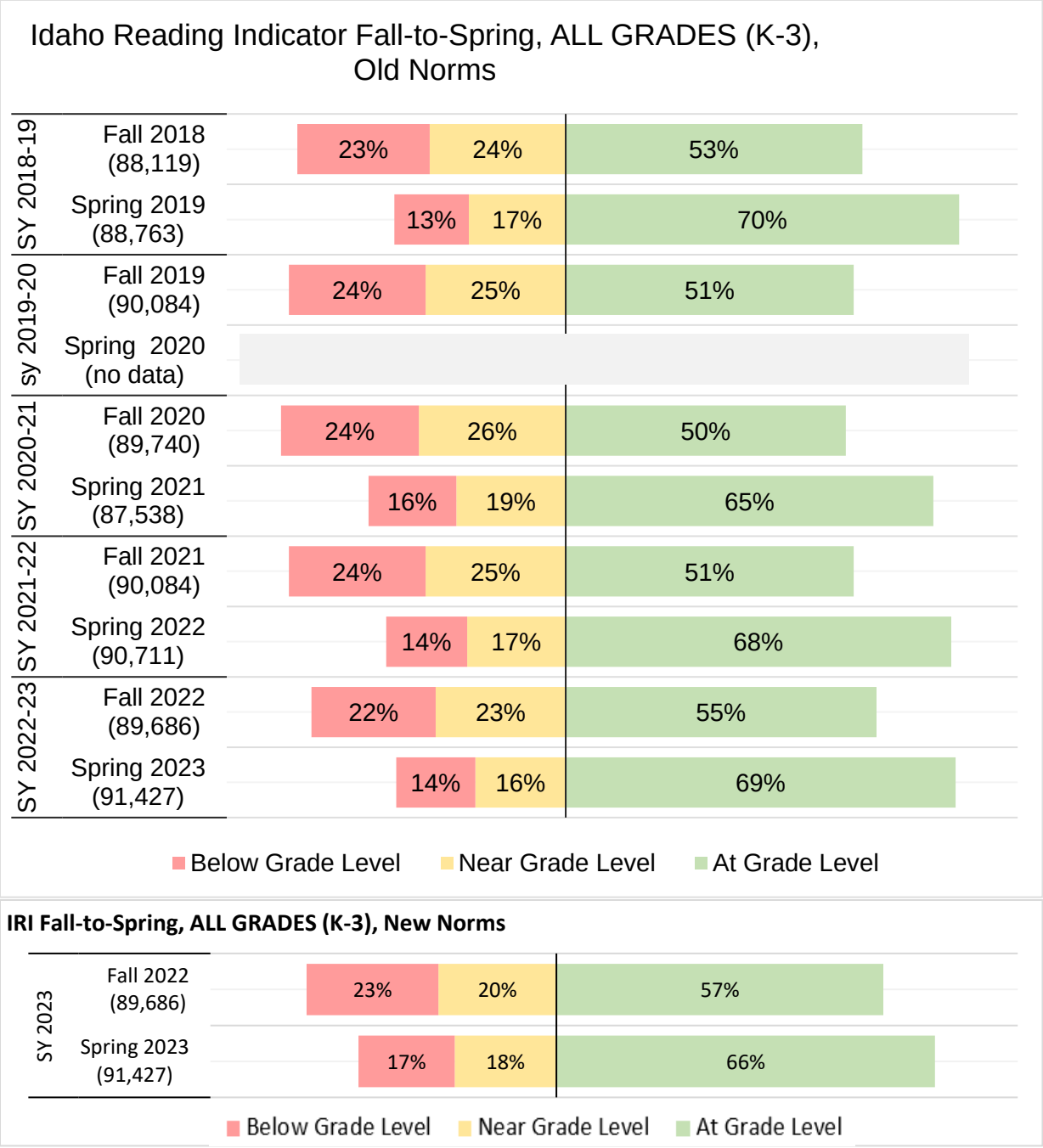
By contrast, the new IRI is a computer-adaptive screener and diagnostic assessment taken on a tablet or computer. It uses multiple, short tests to measure the foundational skills of literacy: Listening Comprehension, Letter Knowledge, Phonemic Awareness, Vocabulary, Spelling, Alphabetic Decoding, Reading Comprehension, and Text Fluency. Students in each grade complete a specific combination of these sub-tests. For example, kindergarteners are not assessed in text fluency. The IRI reports scores for each subtest and for overall literacy ability.

Data Considerations

IRI scores were put on a vertical scale and were subsequently renormed in 2022 using data from the 2018-19 school year. This was to align the IRI vendor's PreK-grade 3 early-reading assessment and Grades 4-5 advanced-reading assessment and make the scores continuous and comparable. For any norm-referenced assessments, the norm needs to be updated every four to five years to represent the performance of the current population. The change in norms affected the proficiency-level (Tier) assignment. Several graphs show 2022-23 findings using both the new and old norms.

Figure 2 shows old norms in the top section, and new norms for 2022-23 in the bottom section.

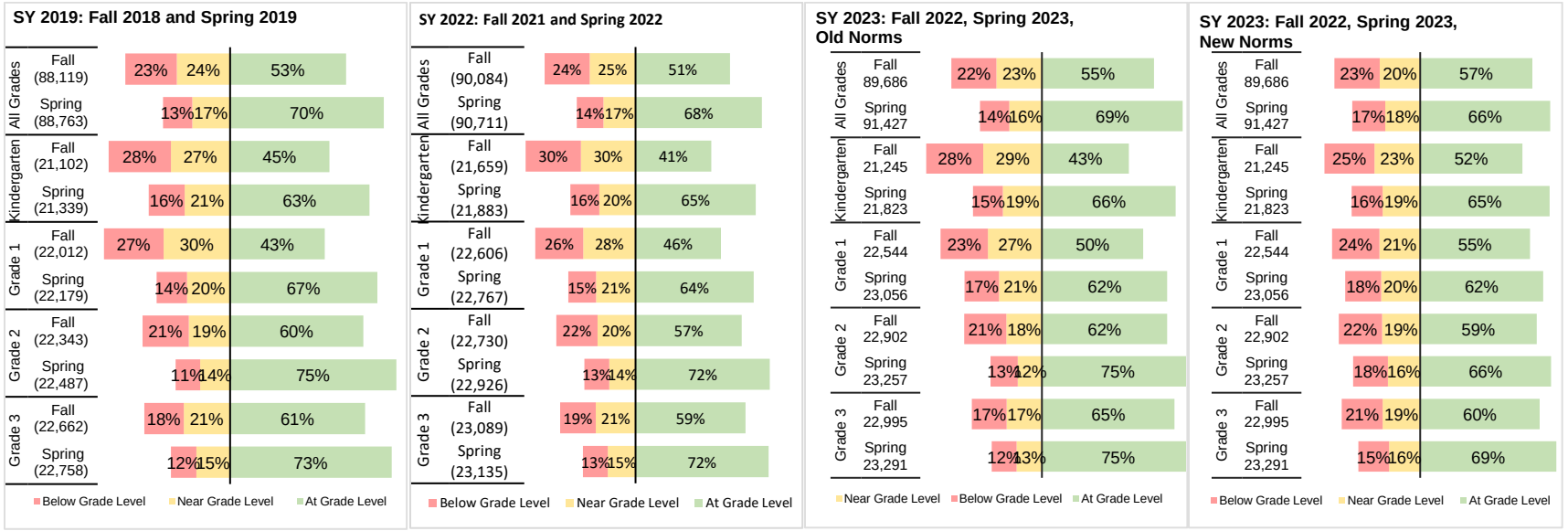
Figure 2: IRI Fall-to-Spring Performance Old Norms (Top) & New Norms SY 2023 (Bottom)



***Note**. Old norms in 2023 are not reportable to the Department's accountability system. They appear in the top graph for comparison purposes, only. The new-norm scores reported in the bottom graph are the ones used in the Report Card and the accountability system.*

This graph shows each grade's performance in three separate years, with both the final two showing scores based on Old Norms, and then New Norms, respectively.

Figure 3: Fall and Spring IRI Performance Across Years – Old Norms and New Norms

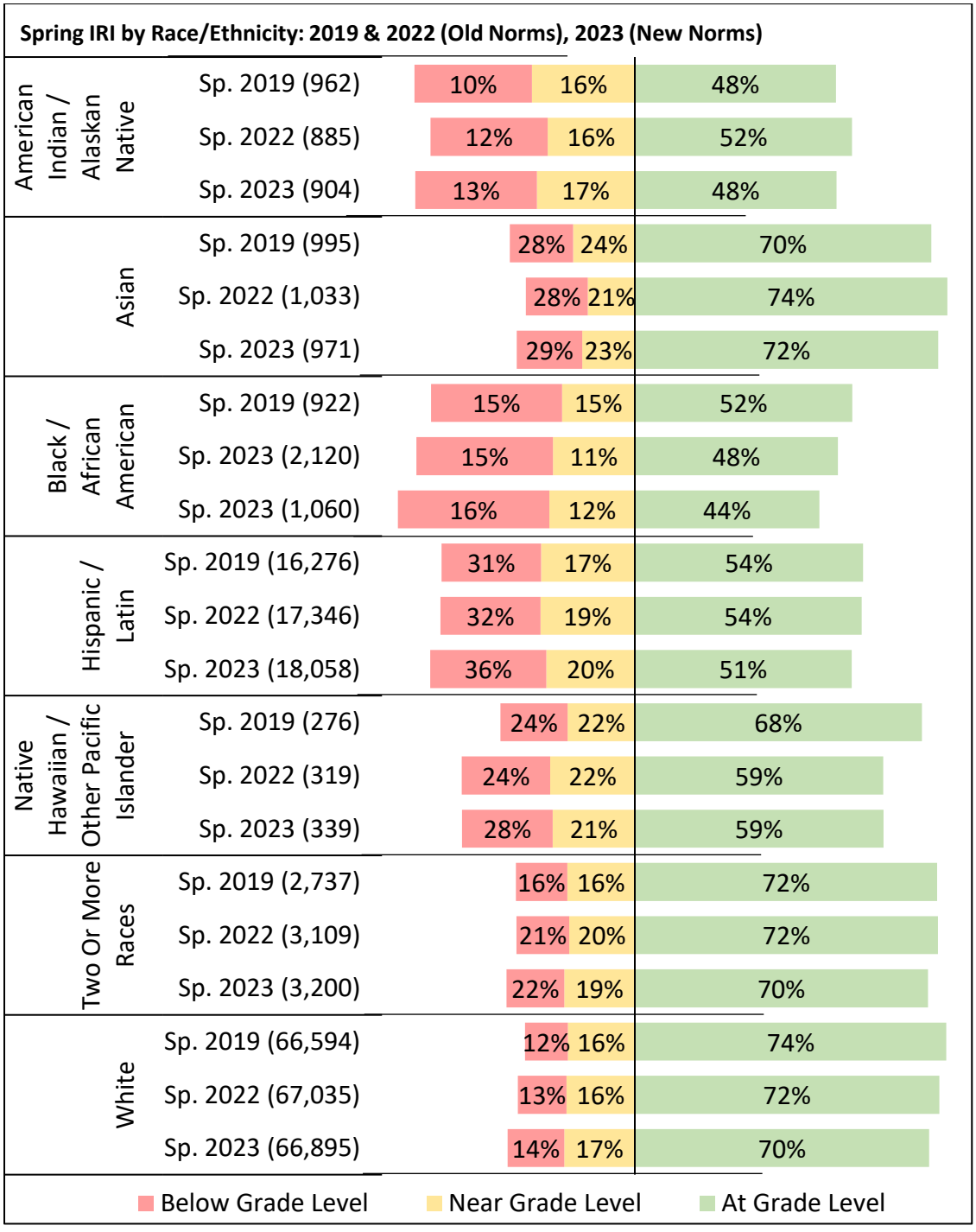


***Note**. Old norms in 2023 are not reportable to the Department's accountability system. They appear here for comparison purposes, only.*

IRI Performance by Race-Ethnicity – All Grades

Figure 4 shows IRI performance by race-ethnicity groups.

Figure 4: Spring IRI Performance by Race and Ethnicity: 2019 & 2022 (Old Norms) and 2023 (New Norms)



IRI Performance by Student Group – All Grades

Figure 5 and Figure 6 show statewide IRI performance of all grades by student groups.

Figure 5: Spring IRI Performance by Student Group Performance: 2019 & 2022 (Old Norms) and 2023 (New Norms)

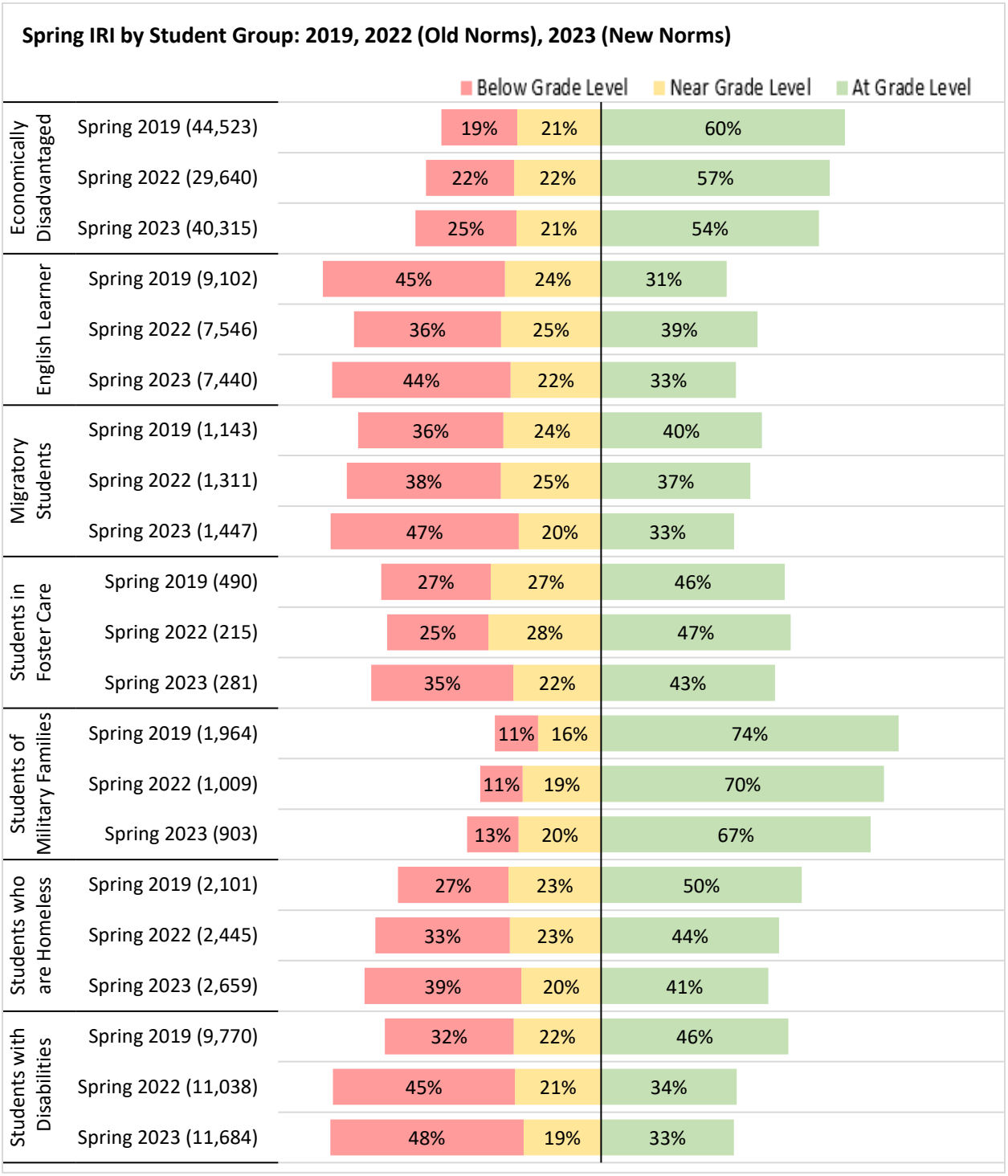
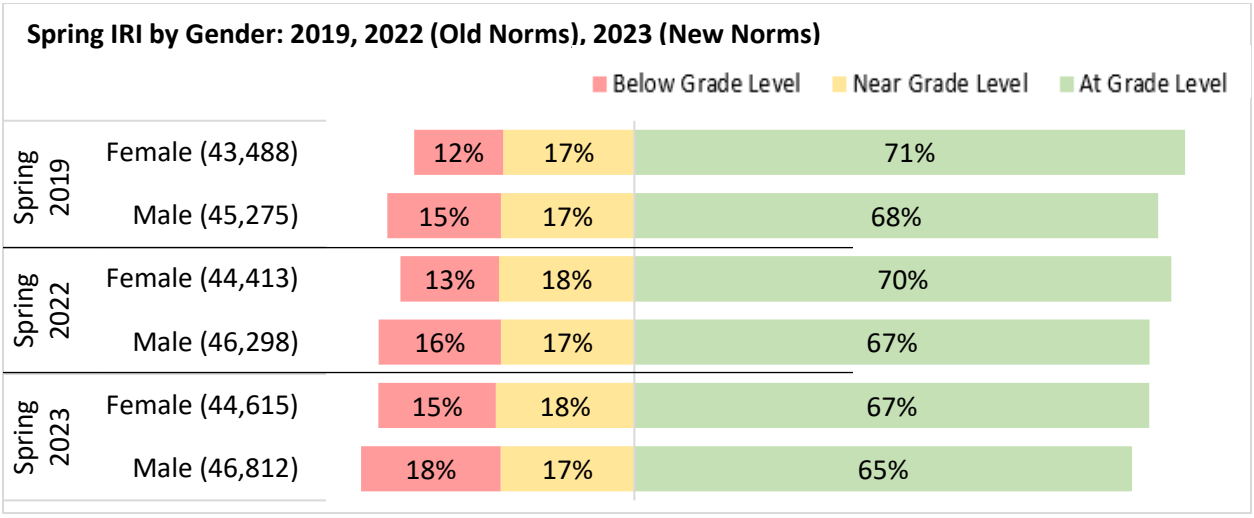


Figure 6: Spring IRI Performance by Gender: 2019 & 2022 (Old Norms), 2023 (New Norms)



How much did Idaho students move across proficiency levels?

Two types of cohort analyses were conducted on IRI to better understand the achievement trend. First, Figure 7 shows the change versus stability of students' IRI performance levels across two measurement times, 2022 versus 2023. Each vertical, stacked bar includes all the students in the cohort who started at a specific IRI performance level in 2022: the far-left bar represents those starting at Below Grade Level; at the far right are students starting in At Grade Level. The stacked sections within a bar show where a student was 2023, e.g., 64% who started Below Grade Level in 2022 were still there in 2023 (red section, first bar).

This analysis only includes grades 1 through 3 in 2023 and grades K through 2 in 2022 because those included had to be in tested grades in each of the analyzed years, which were separated by a 1-year gap. Students needed to be in a grade in 2022 that was one grade below those included in 2023. Matching across time also loses students who move from the state or leave public schools.

Figure 7: IRI Performance Level in 2023 Per 2022 Starting Level (Old Norms)

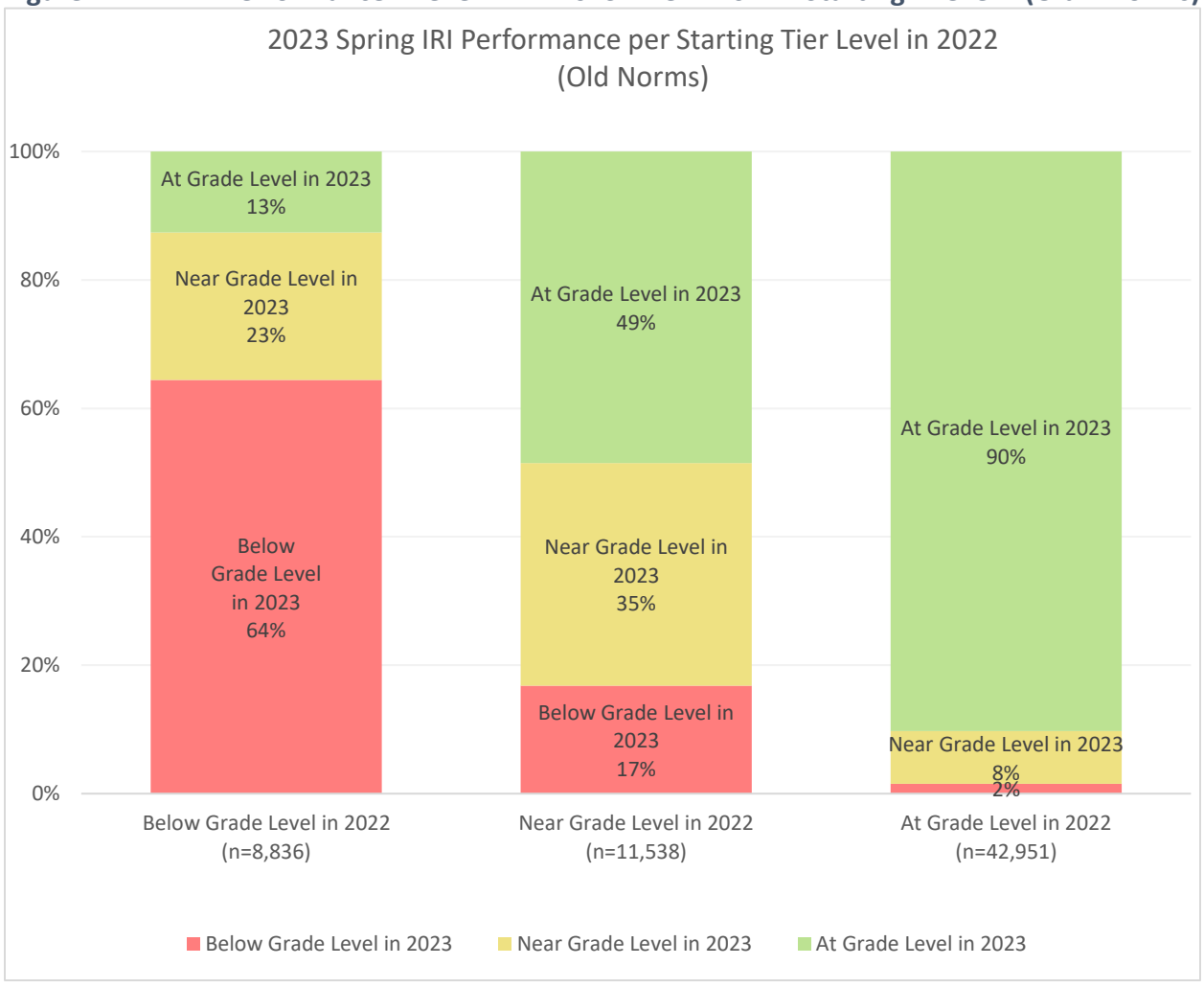
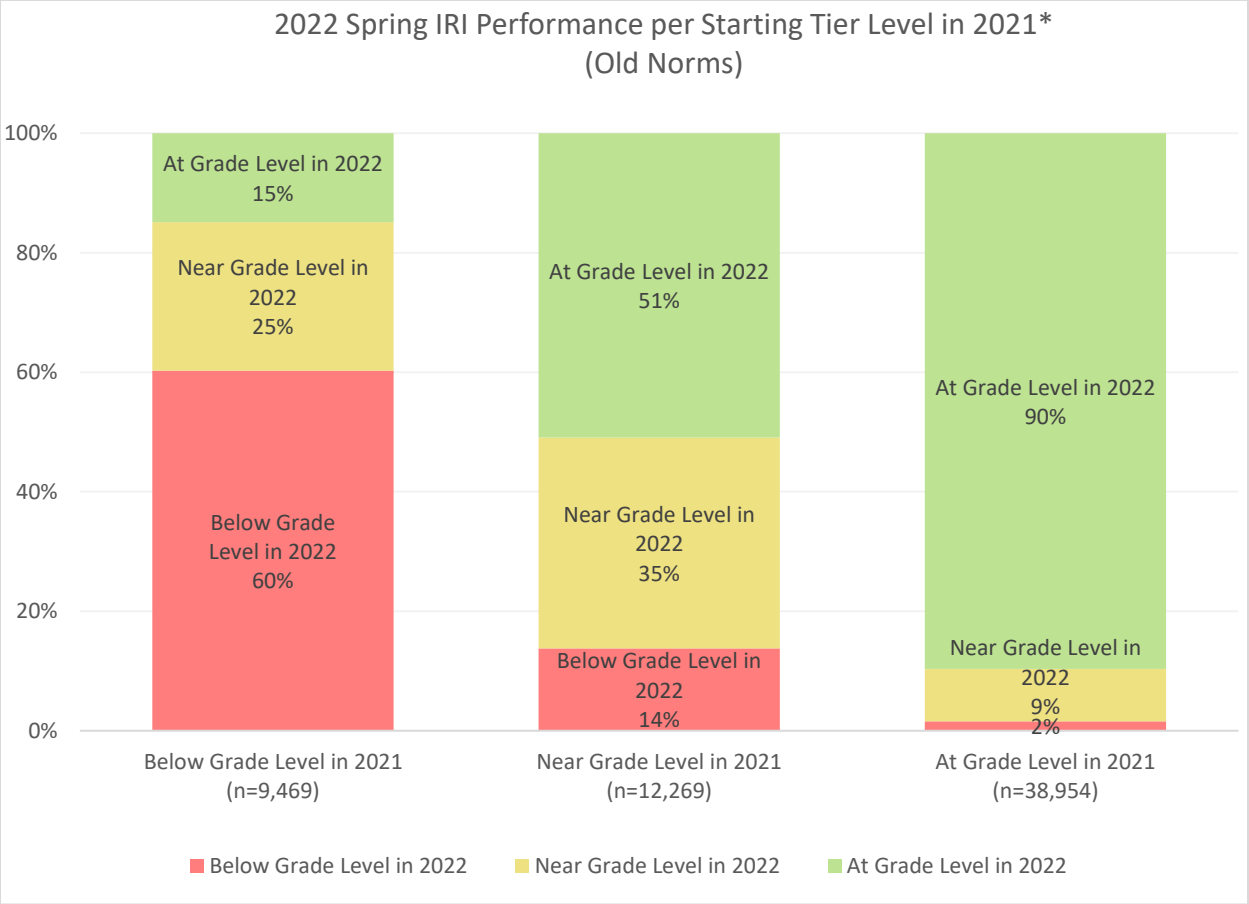


Figure 8 below from 2022 compares to the updated version for 2023, seen on the prior page.

Figure 8: IRI Performance Level in 2022 Per 2021 Starting level (Old Norms)



Second, we followed the performance of those students who were in kindergarten in the 2020-21 school year for the subsequent two years. The students needed to participate in Spring IRI in all three years to be included in this analysis with a chronological grade level progression. **Error! Not a valid bookmark self-reference.** shows the spring IRI performance for 2023 grade 2 cohort using old norms for comparison purposes.

Figure 9: 2023 Grade 2 Cohort: Spring IRI Performance Level by Year

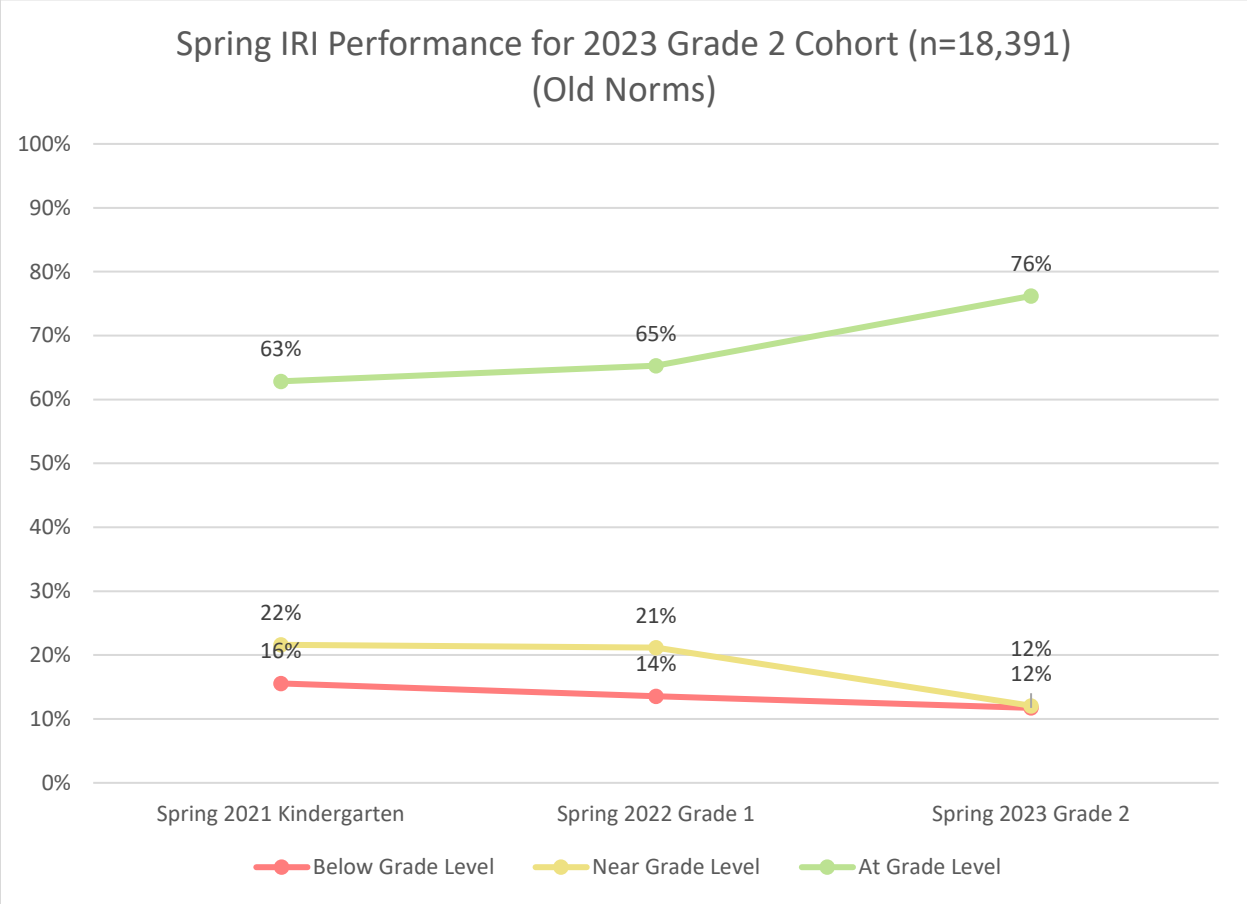
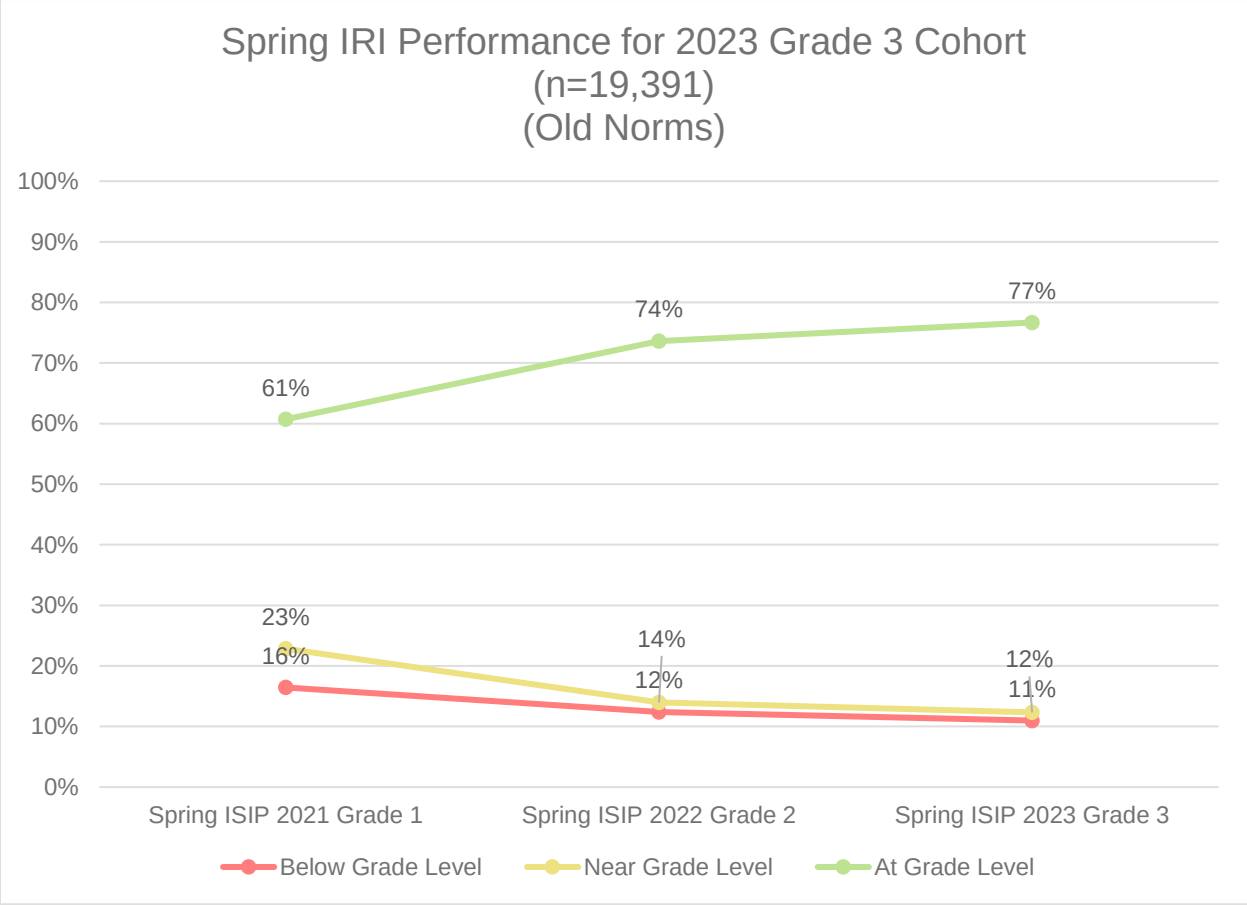


Figure 10: Grade 3 Cohort: Spring IRI Performance Level by Year



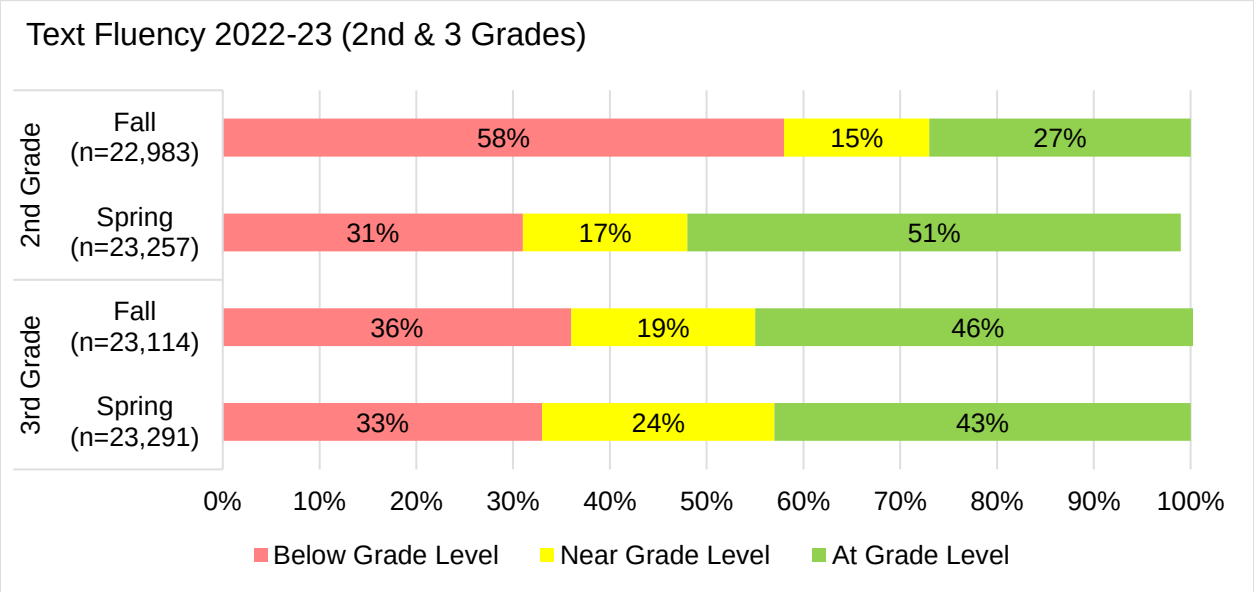
IRI Performance per Domain in 2023 – Per Grade (New Norms)

All scores reported in this section are **SY 2023 evaluated against new norms**, meaning they are based on the norms newly adopted in SY 2023.

At the beginning of the academic year, all students (K-3) are assessed on the IRI in many different subtests assigned to their corresponding grade level. As students engage in the assessment through the year, they have the chance to "gate up" from a subtest, indicating that they have achieved a score high enough to no longer require testing in that specific skill area. Students may also have a chance to "gate down" to subtests at their level. Consequently, by the end of the year, most students do not take every subtest, because they have progressed beyond the need for certain skills assessments. This produces a variation in the number of children taking each subtest at the beginning and end of each year and compromises the interpretability of that subtest's findings. In two instances graphed below, *Letter Knowledge* and *Phonemic Awareness*, the Spring of 1st grade is eliminated from the graph. A data note accompanies the affected graphs.

Also, performance rates are calculated at 10 places beyond the decimal and rounded for reporting. Slight, apparent differences from 100%, up to one percentage point in the sum of rates per bar result from rounding error and not real discrepancies.

Figure 11: IRI Text Fluency per Grade in Fall and Spring in SY 2023



Note. *Rates are calculated at 10 places beyond the decimal and rounded for reporting. Slight, apparent differences from 100%, up to one percentage point in the sum of rates per bar result from rounding error and not real discrepancies.*

Figure 12: IRI Vocabulary per Grade in Fall and Spring in SY 2023

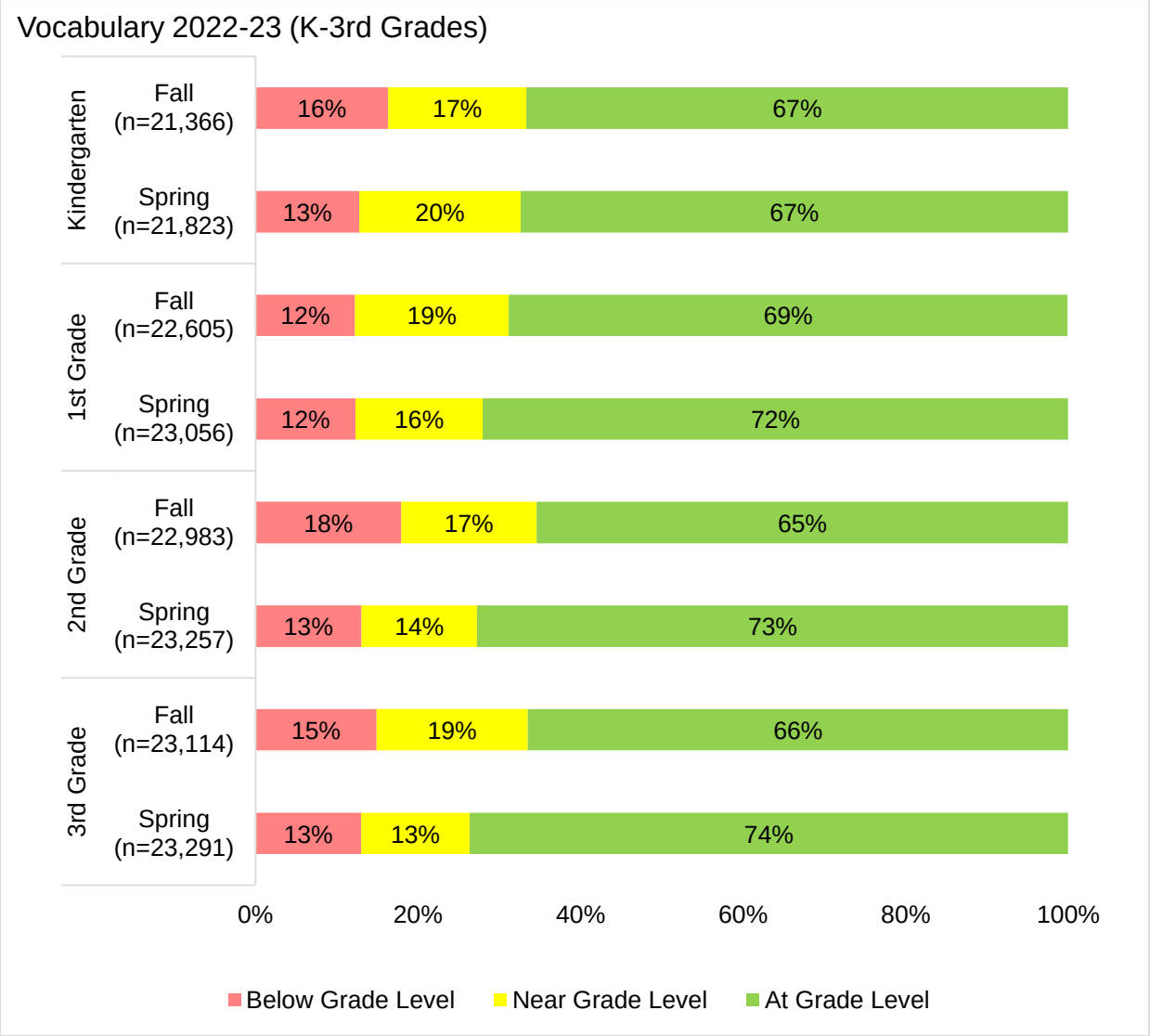
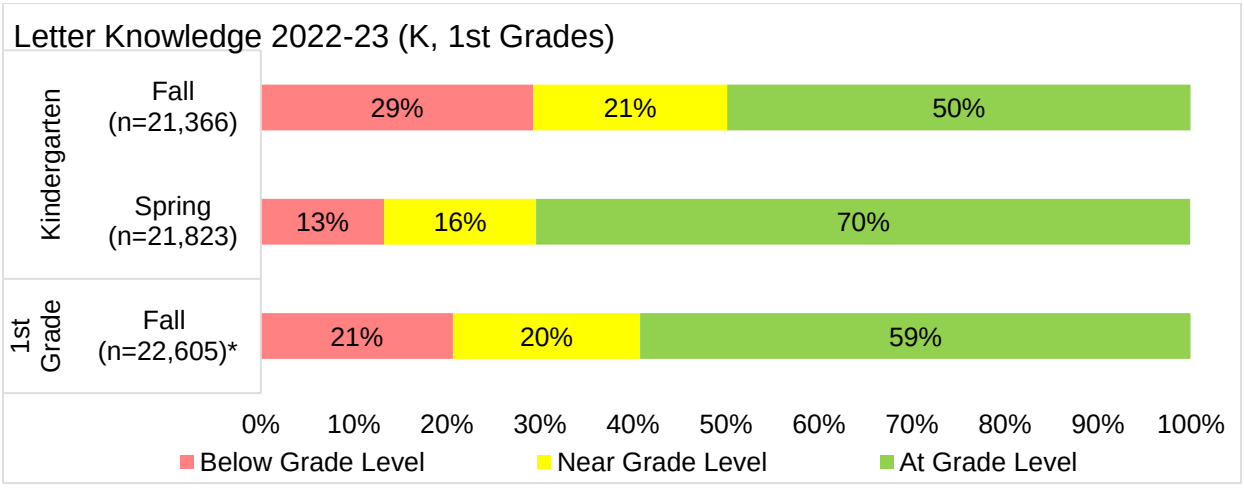


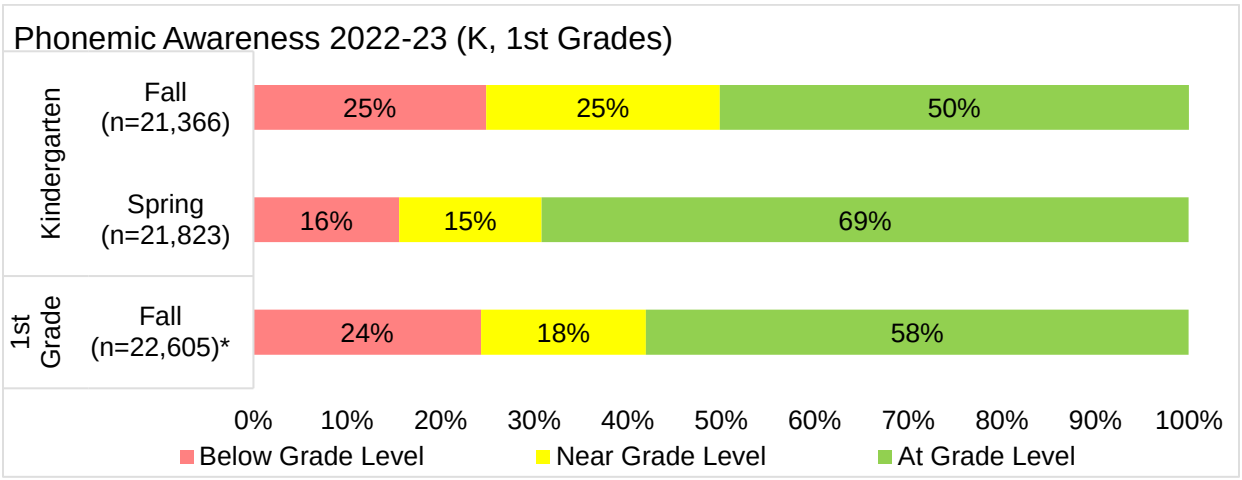
Figure 13: IRI Letter Knowledge per Grade in Fall and Spring in SY 2023



***Note**. Shown are findings evaluated against new norms.*

**As students engage in the assessment through the year, they have the chance to "gate up" from a subtest, indicating that they have achieved a score high enough to no longer require testing in that specific skill area. Students may also have a chance to "gate down" to subtests at their level. The number of children taking each subtest at the beginning and end of each year varies for this reason. 1st-grade, spring scores are not included because most students did not take this sub-test because of gating.*

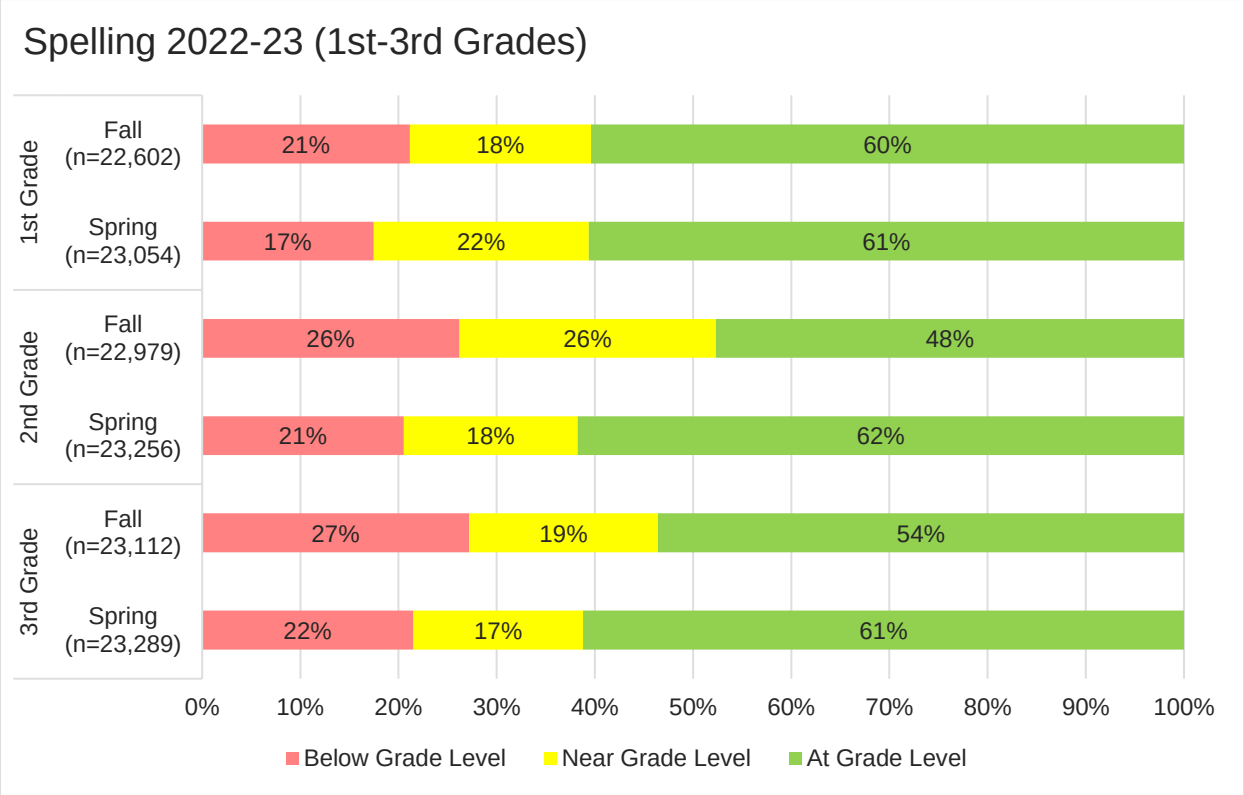
Figure 14: IRI Phonemic Awareness per Grade in Fall and Spring in SY 2023



***Note.** Shown are findings evaluated against new norms.*

**As students engage in the assessment through the year, they have the chance to "gate up" from a subtest, indicating that they have achieved a score high enough to no longer require testing in that specific skill area. Students may also have a chance to "gate down" to subtests at their level. The number of children taking each subtest at the beginning and end of each year varies for this reason. 1st-grade, spring scores are not included because most students did not take this sub-test because of gating.*

Figure 14: IRI Spelling per Grade in Fall and Spring in SY 2023



***Note**. Shown are findings evaluated against new norms.*

Figure 15: IRI Comprehension per Grade in Fall and Spring in SY 2023

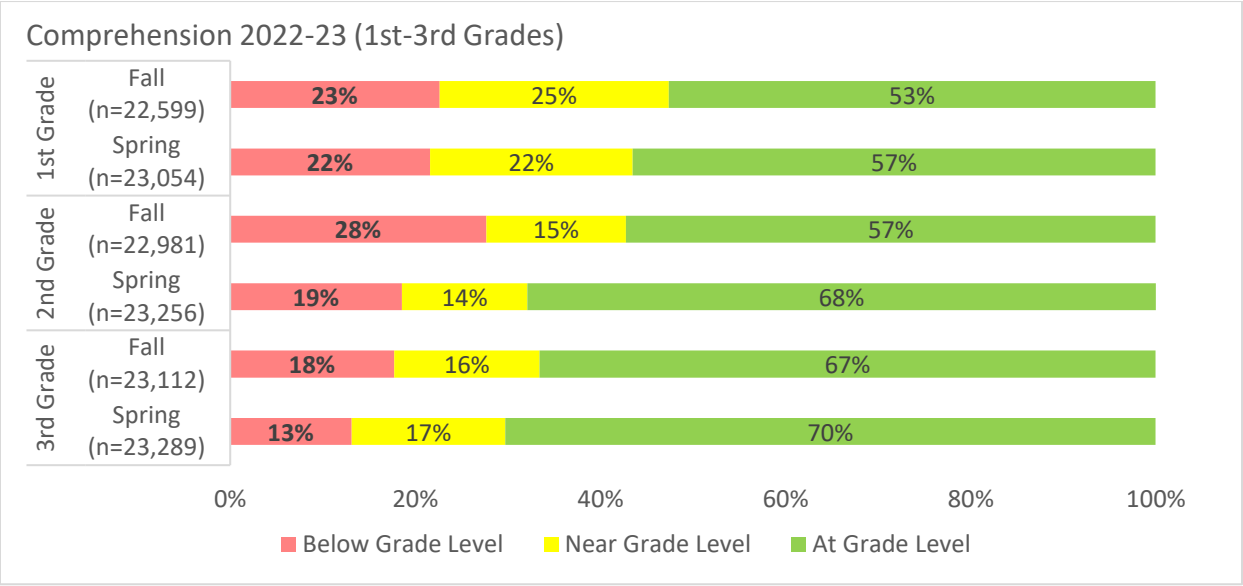


Figure 16: IRI Comprehension per Grade in Fall and Spring in SY 2023

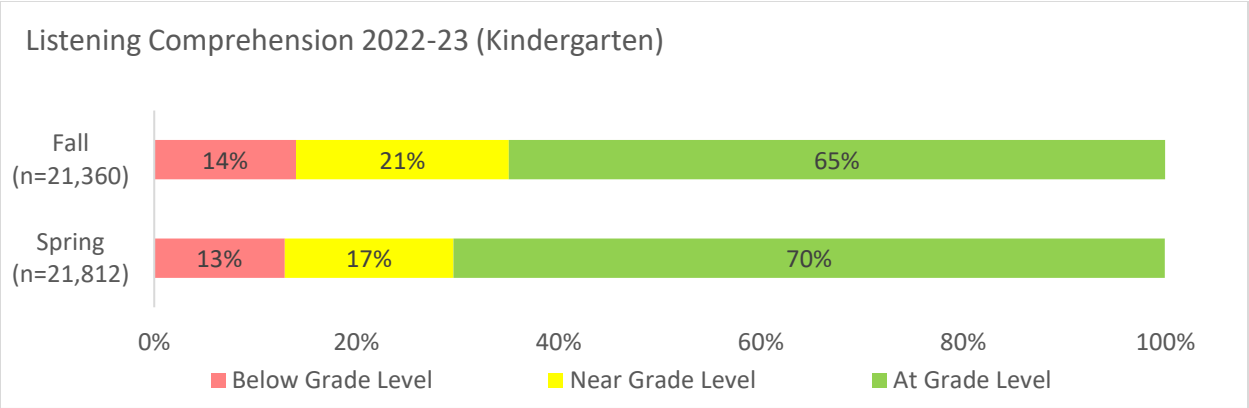
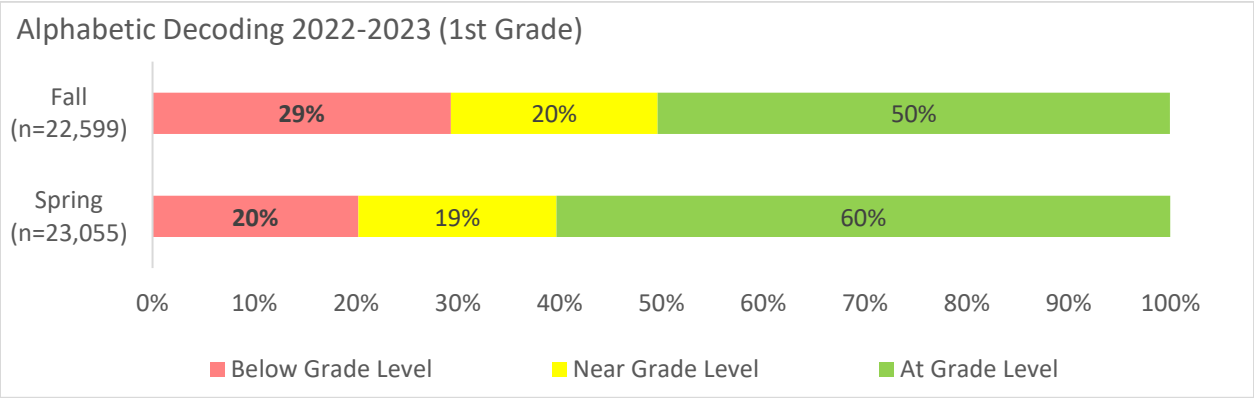


Figure 17: IRI Alphabetic Decoding per Grade in Fall and Spring in SY 2023



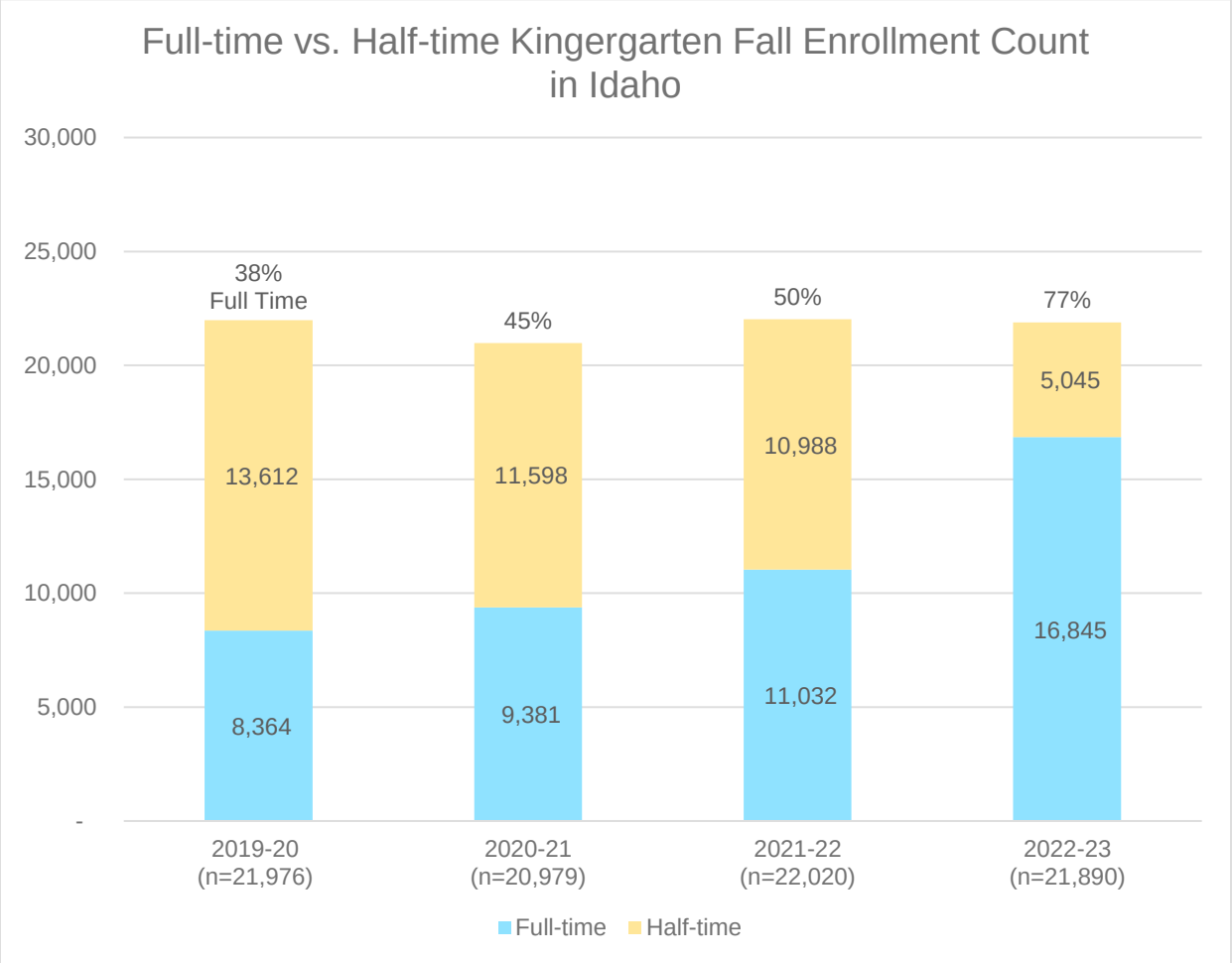
Note. *Shown are findings evaluated against new norms.*

IRI Performance: Full-time v. Part-time Kindergarten

The kindergarten enrollment count has been stable from 21,000 to 22,000 since 2019. In 2019, about 40% of kindergarteners in Idaho were enrolled in a full-time program. The proportion of students in a full-time kindergarten program has increased by nearly 40 percentage points between 2019 and 2023. See Figure 18.

- Part-time kindergarteners: Students who attend kindergarten a partial day, 4 to 5 days per week or for a full school day 2 to 3 days per week.
- Full-time kindergarteners: Students who attend kindergarten for a full school day, 4 to 5 days per week, thus completing similar instructional hours as other elementary students in their LEA.

Figure 18: Full- vs. Part-time Kindergarten Fall Enrollment Count in Idaho: SYs 2020-23



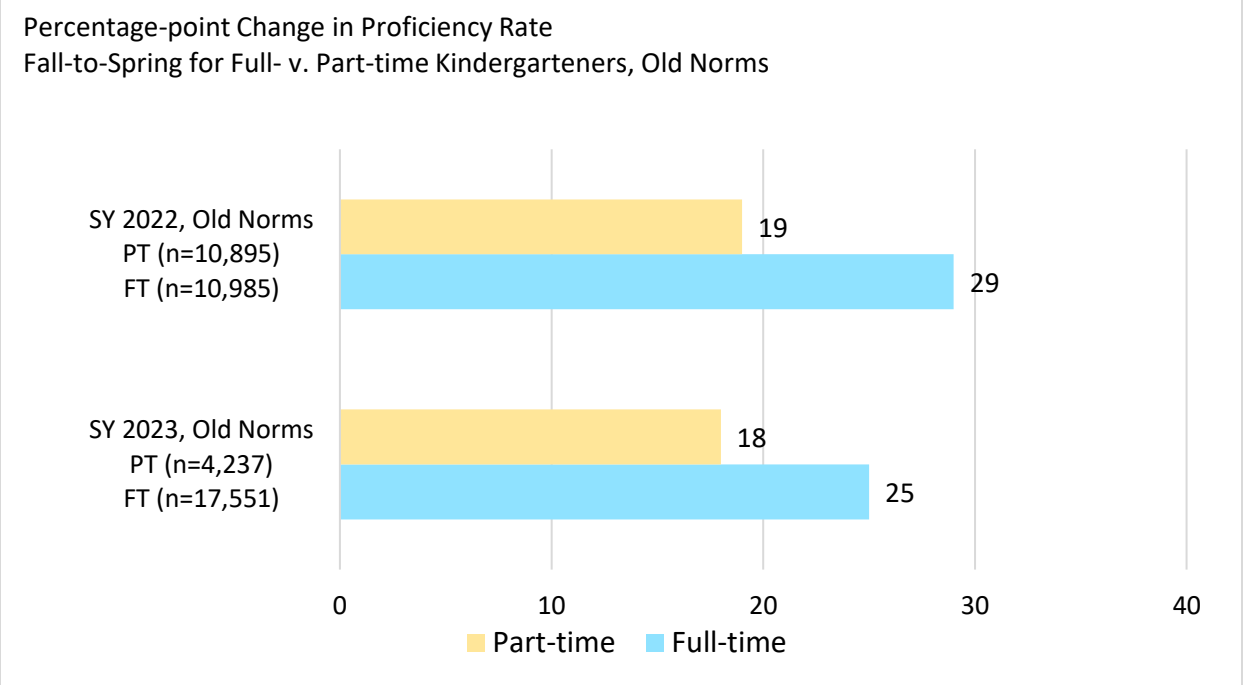
Note. *By convention, school years (SYs) are labeled according to the calendar year of the spring semester. For example, the 2019-20 school year is labeled 2020. The numbers above are enrollment counts in the fall of each school year, which occurs in the calendar year preceding the labeled year.*

IRI and Full-time v. Part-time Kindergarten: Proficiency Rate Changes

Full-time and part-time kindergarten IRI fall to spring increases in at-grade level performance were compared across 2022 and 2023. We compared performance across the two years using the same ("old") norming system, though in 2023 the Department no longer reports these old norms for any official use.

As seen below, those attending full-time kindergarten were more likely than those attending part-time school to move from non-proficient to proficient performance from their kindergarten fall to spring. In 2022, the difference was greater, with ten (10) percentage points more full-time than part-time students moved into proficiency by spring. This gap decreased to seven (7) points in SY 2023.

Figure 19: IRI Kindergarten Change in Proficiency Rate by Full- v Part-time on Old Norms



Note. *Old norms prior to 2023 were the official norms; New norms are official as of SY 2023. Old norms in 2023 appear here for comparison purposes, only but are not reportable to the Department's accountability system.*

ISAT English Language Arts and Literacy (ELA)

Students in grades 3-8 and 11 take the Idaho Standards Achievement Test (ISAT) to determine whether they have met the standards for their grade level in English Language Arts/Literacy (ELA), Science, and Mathematics (Math).[3] These tests are administered to provide ongoing monitoring of individual, school, district, and state progress. ISAT Math and ELA comprise key elements of Idaho's school accountability system.

The ISAT English language arts and math items address a variety of aptitudes, from short-term recall to reading, subtraction, and problem solving. The ISAT summative assessment is administered during the last 8 weeks of the school year. It consists of two parts, a computer-adaptive test and performance tasks. The main objectives are threefold: (1) To indicate both student achievement and learning growth as part of program evaluation and accountability for schools, districts, and the state; (2) to provide valid, reliable, and fair measures of students' progress toward, and attainment of, the knowledge and skills required to be college and career ready; and (3) to optimize students' ability to demonstrate their full knowledge and skills by leveraging the strengths of computer-adaptive testing. These summative assessments are an important component of the statewide comprehensive assessment detailed IDAPA 08.02.03.111.06.

Students with disabilities can participate in the statewide comprehensive ISAT assessment system in one of three ways. They can take the:

- general assessment without accommodations,
- general assessment with accommodations, or
- Idaho Alternate Assessment or IDAA for students who qualify.

The Idaho Alternate Assessment (IDAA) is the alternate assessment option under the ISAT assessment system. It is intended for students with the most significant cognitive disabilities who meet four participation criteria. They represent about 1% of the total student population, and their Individual-Education-Program (IEP) team determines if they qualify for the IDAA based on the participation criteria.

[3] School Year 2021-22 is the last year in which students will take their Summative ELA and Math ISAT assessment in 10th grade. Starting in School Year 2022-23, high school students will instead take only the 11th-grade ELA, Math, and Science ISAT assessments, but they may take the Math or ELA assessments in 10th grade, or rarely 9th grade, after completing instruction on all high school standards.

This document adopts the shorthand of referring to findings from the Idaho Standards Achievement Test as ISAT findings, even though they are formally ISAT/IDAA findings, because they include IDAA test results, unless otherwise indicated.

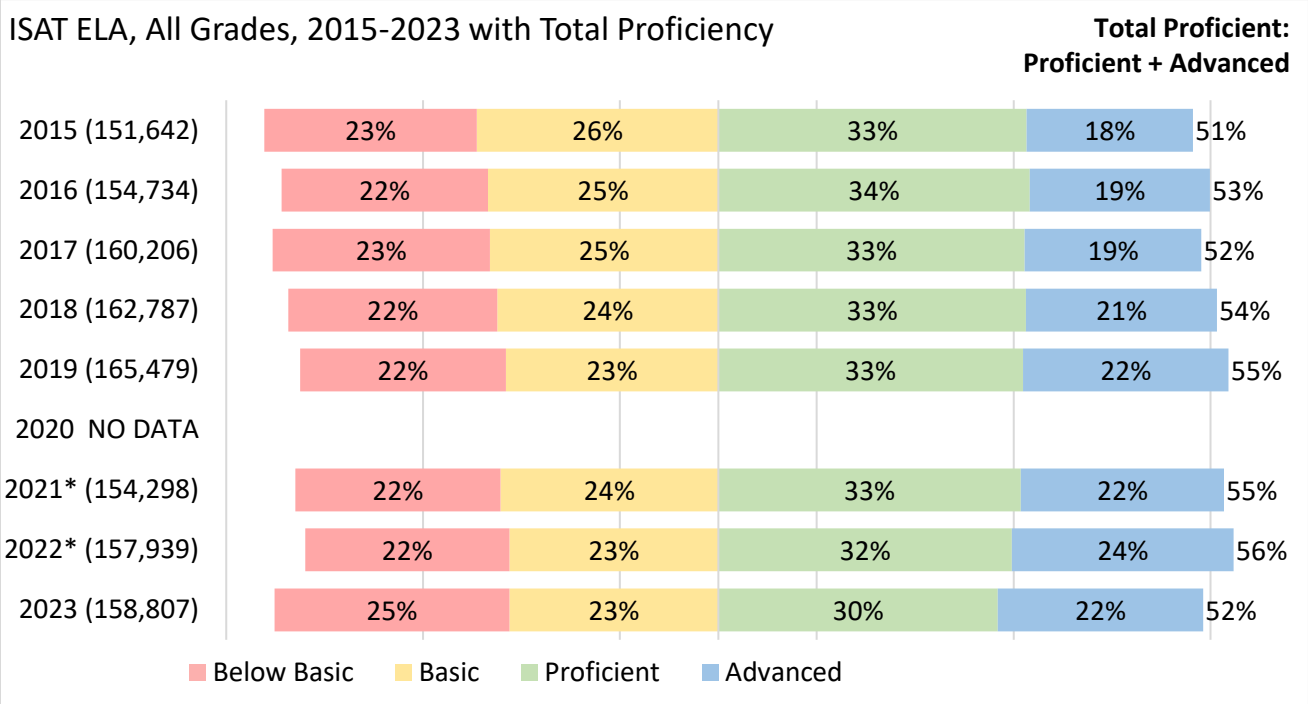
Data Considerations

The Idaho State Board of Education developed adjusted (shortened) blueprints in 2020. The shortened blueprint has 50% fewer computer adaptive items in each claim area compared to the original full (long) blueprint. The shortened blueprint still covers all content standards, and results are comparable. Although combined claim scores are in development, the shortened blueprint does not offer claim-level scores. Idaho used shortened blueprint in 2020-21 and 2021-22 school years. Idaho returned to full-length blueprint in the 2022-23 school year.

After students take the ISAT ELA assessment, their results are reported in two primary ways: four categorical achievement levels and scale scores. Students fall into one of four categories of performance called achievement levels, based on their scale scores. The graphs below show the performance of students in grades 3-8 and high school (grade 10 through 2022, grades 10 and 11 in 2023), across the four achievement levels. As of 2023, the high school ISAT was taken in Grade 11 and evaluated against Grade-11 standards. Two other features were added: (1) students could use a "banked" ISAT score from a prior high school year's test, usually a Grade-10 test, rather than re-take the test in Grade 11; and (2) Grade-10 or other high school students could take the Grade-11 ISAT for banking, if they had completed relevant curriculum. Please see Accountability Business Rules or Appendix I for details.

ISAT ELA Performance, All Grades

Figure 20: ISAT ELA Performance All Grades, SYs 2015-2023

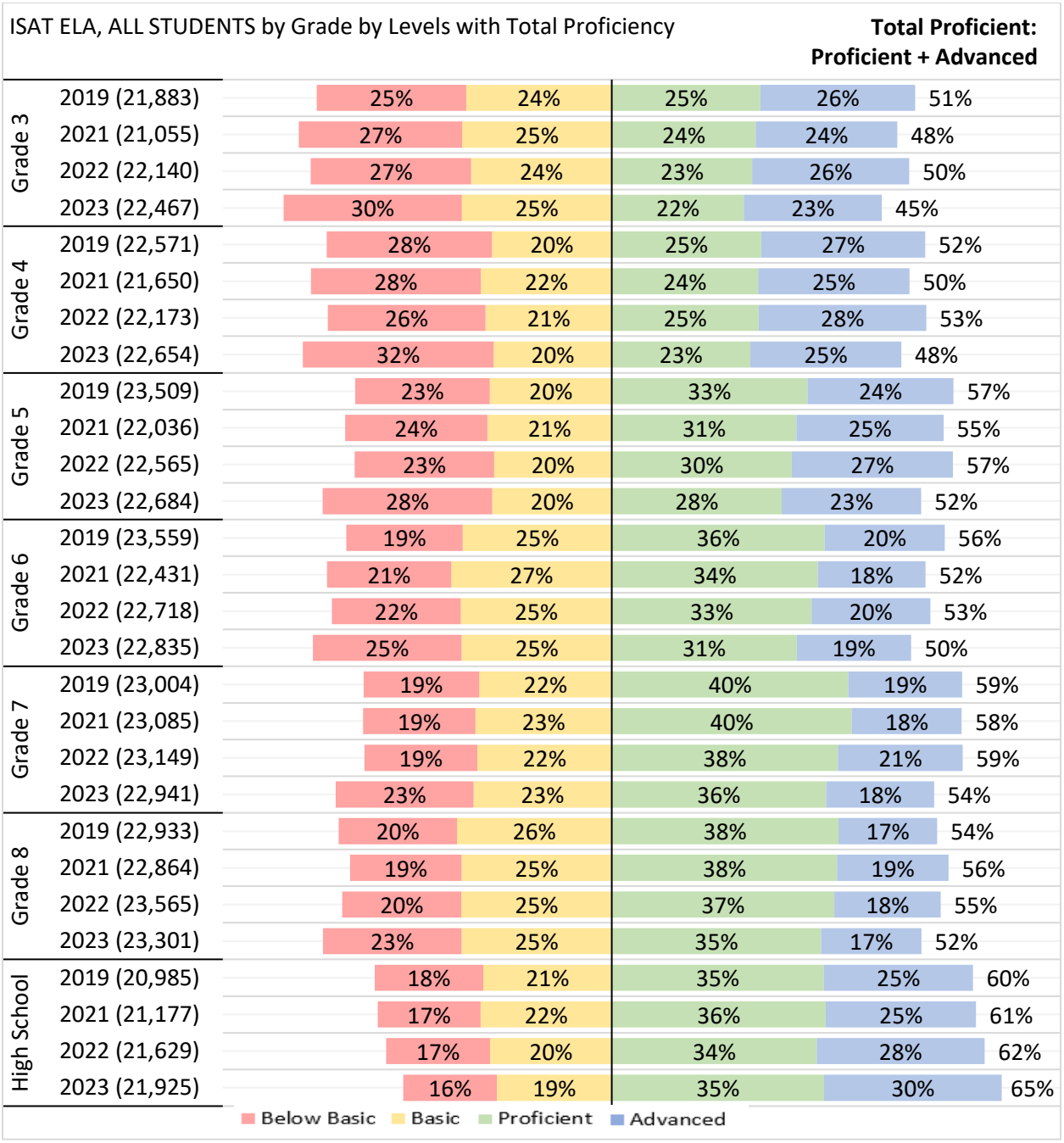


***Note**. Data are not available in 2020 because of COVID-related lapses in test-taking.*

** Both 2021 and 2022 ISAT were on the shortened blueprint.*

ISAT ELA Performance by Grade

Figure 21: ISAT ELA Performance by Grade SYs 2019, 2021*, 2022*, 2023

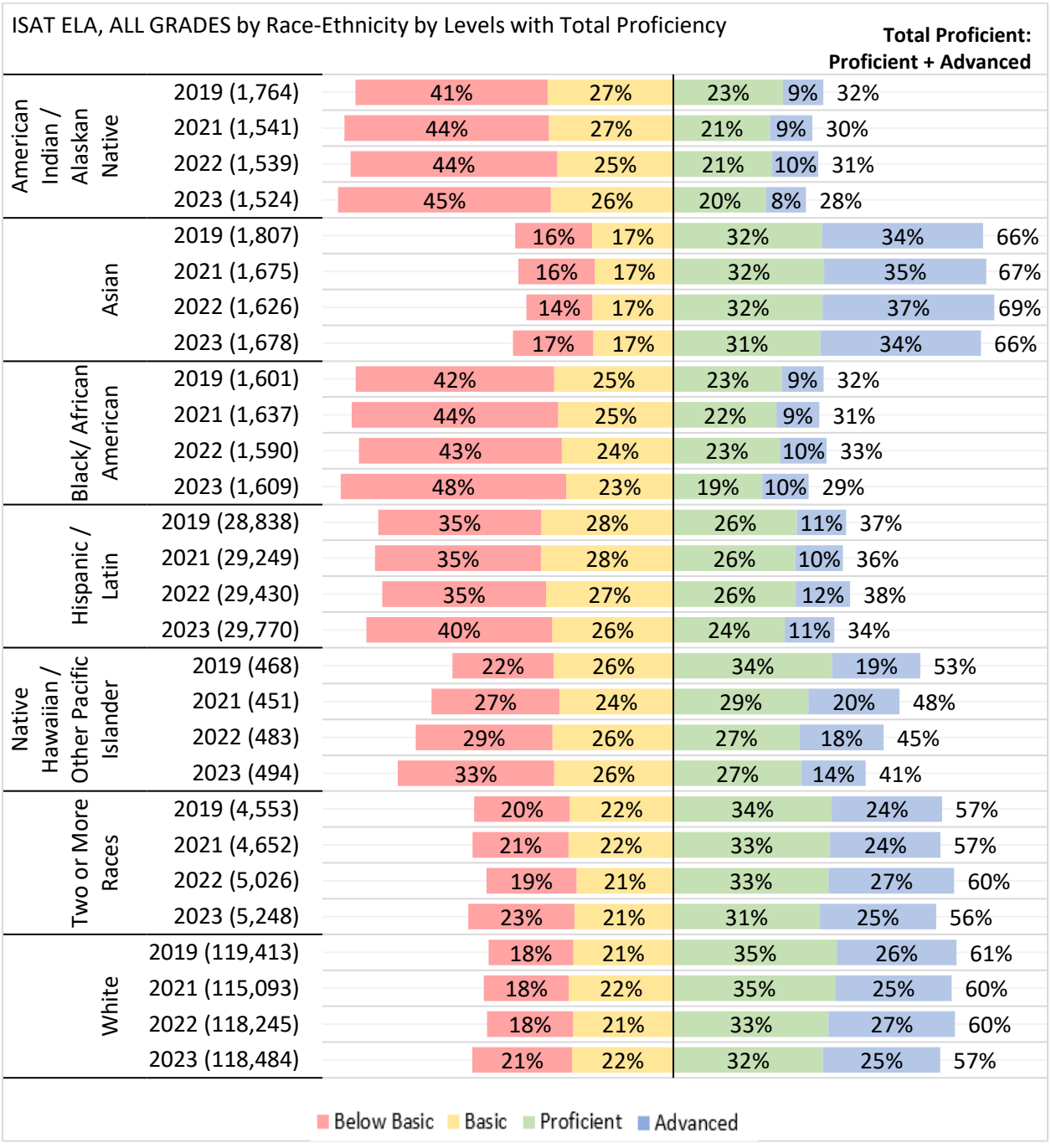


** Both 2021 and 2022 ISAT were on the shortened blueprint.*

ISAT ELA Performance by Race and Ethnicity

As seen in this graph, every race-ethnicity group lost between two (2) and four (4) percentage points in proficiency rate since last year, with greater losses occurring in more of the lower-performing groups.

Figure 22: ISAT ELA Performance by Race and Ethnicity in 2019, 2021*, 2022*, 2023

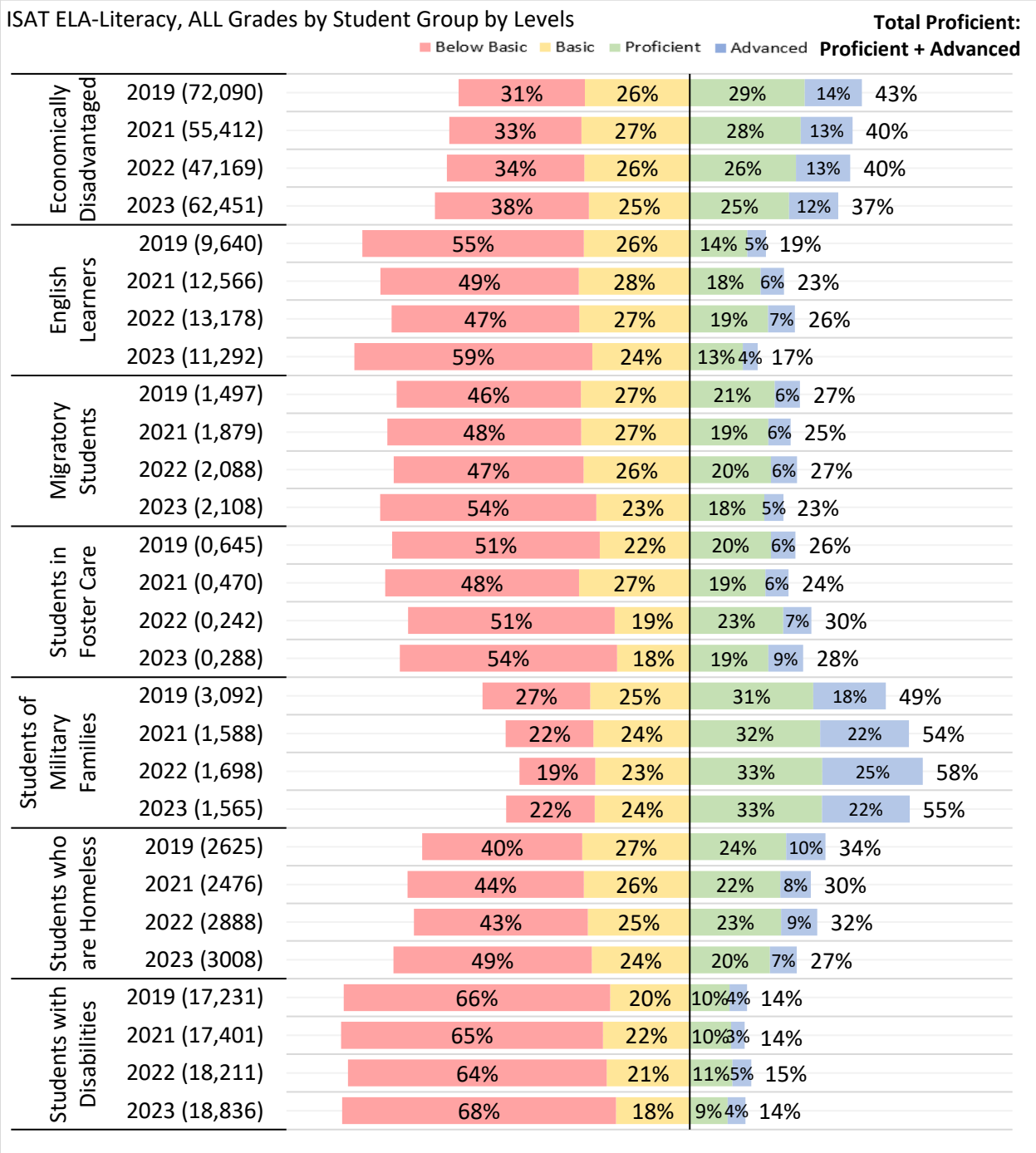


** Both 2021 and 2022 ISAT were on the shortened blueprint.*

ISAT ELA Performance by Student Group

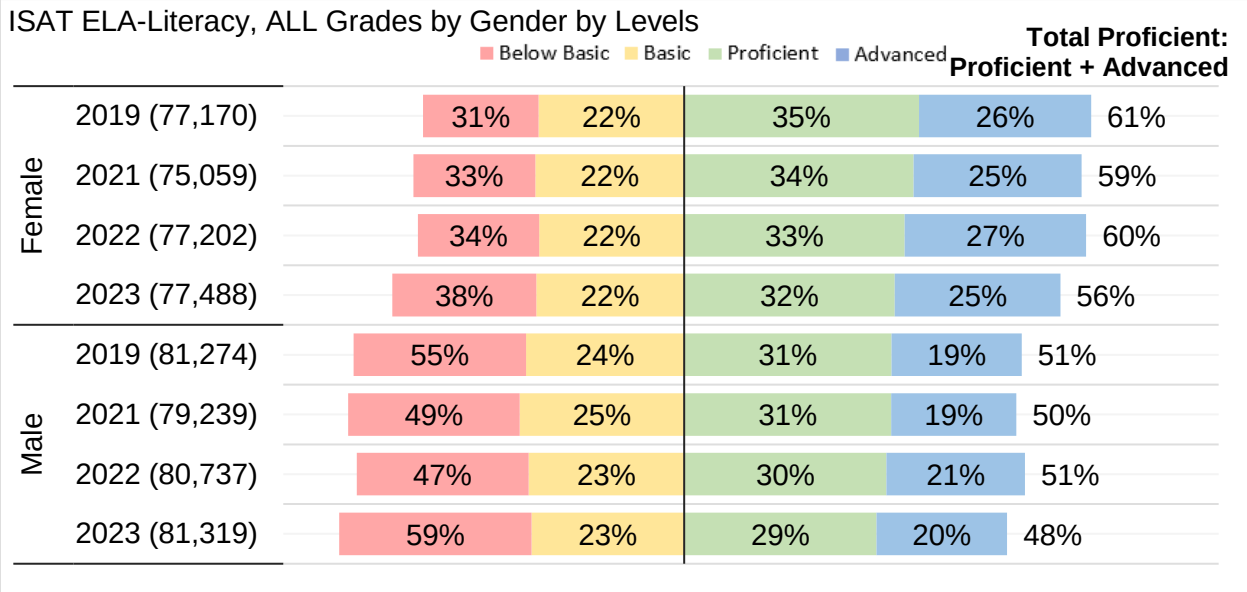
As seen in this graph, every student group declined in proficiency rate since last year, losing 1-7 percentage points. The greatest losses were among migrant students and those experiencing homelessness.

Figure 23: ISAT ELA Performance by Student Groups in 2019, 2021*, 2022*, 2023



** Both 2021 and 2022 ISAT were on the shortened blueprint.*

Figure 24: ISAT ELA by Student Groups in 2019, 2021*, 2022*, 2023



** Both 2021 and 2022 ISAT were on the shortened blueprint.*

ISAT ELA – How Much Did Idaho Students Move Across Proficiency Levels?

Figure 25 compares ISAT ELA performance of one cohort of all Idaho students across two years. Each vertical, stacked bar includes all the students in the cohort who started at a specific ISAT ELA proficiency level in 2022: the far-left bar represents those starting at Below Basic; at the far right are students starting in Advanced. The stacked sections within a bar show where a student was in 2023, e.g., 67% who started Below Basic in 2022 were still there in 2023 (red section, first bar).

This analysis only includes grades 4 through 8 in 2023 and grades 3 through 7 in 2022 because those included had to be in tested grades in each of the analyzed years, which were separated by a 1-year gap. Students needed to be in a grade in 2022 that was one grade below those included in 2023. Matching across time also loses students who move from the state or leave public schools.

Figure 25: ISAT ELA Proficiency Level in 2023 Per 2022 Starting Level

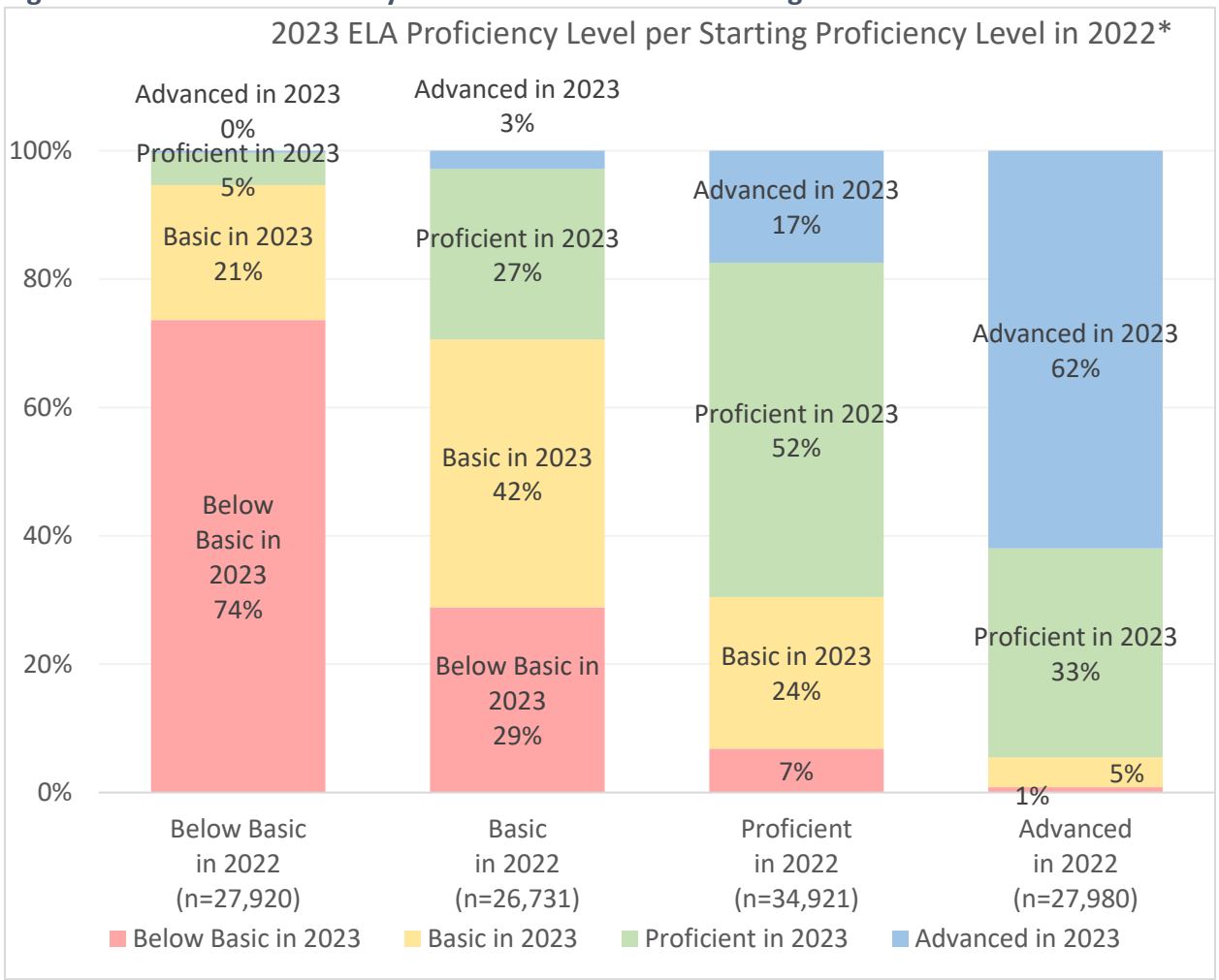


Figure 26 below from 2022 compares to the updated version for 2023, seen on the prior page.

Figure 26: ISAT ELA Proficiency Level in 2022 Per 2021 Starting Level

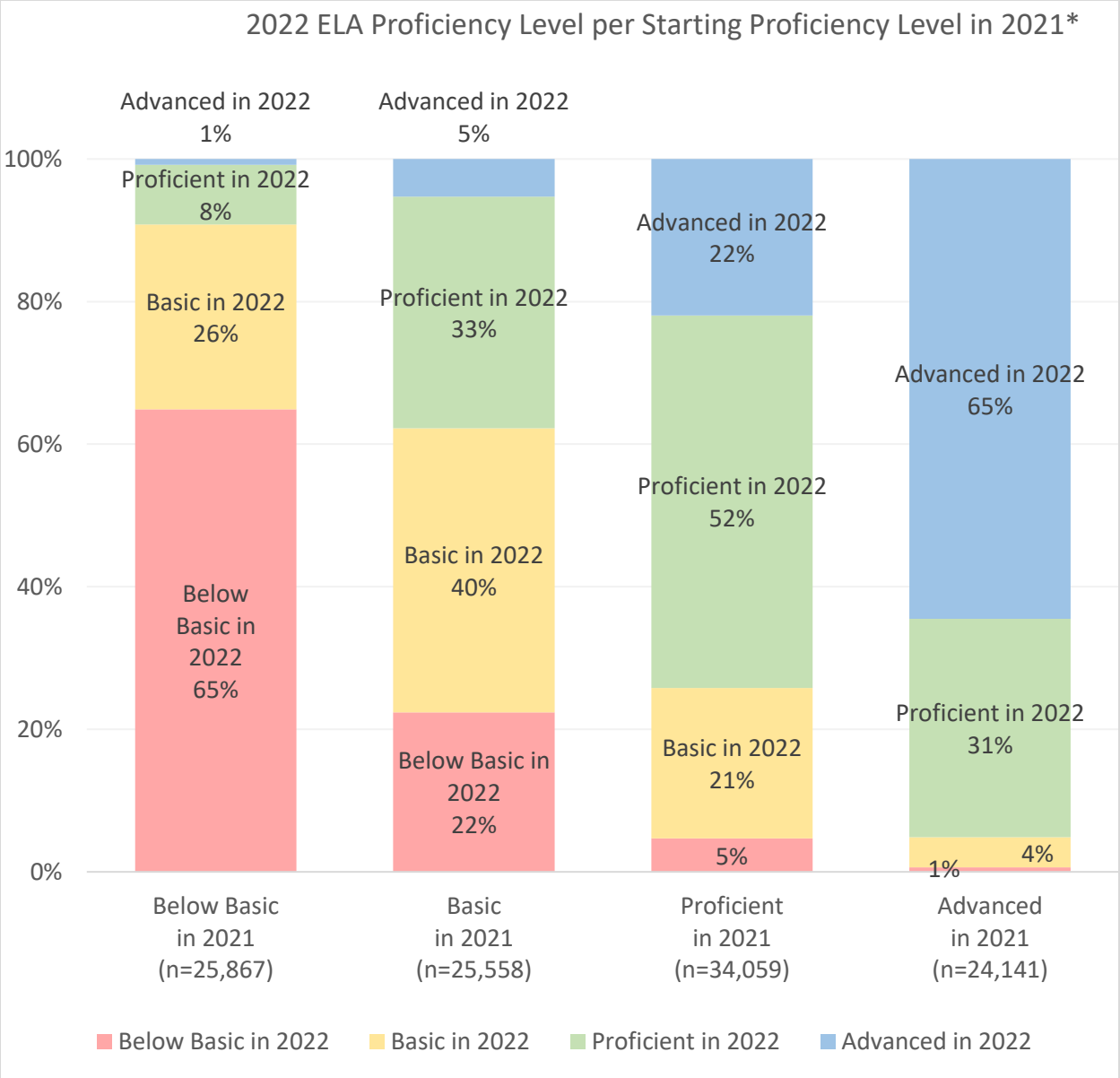
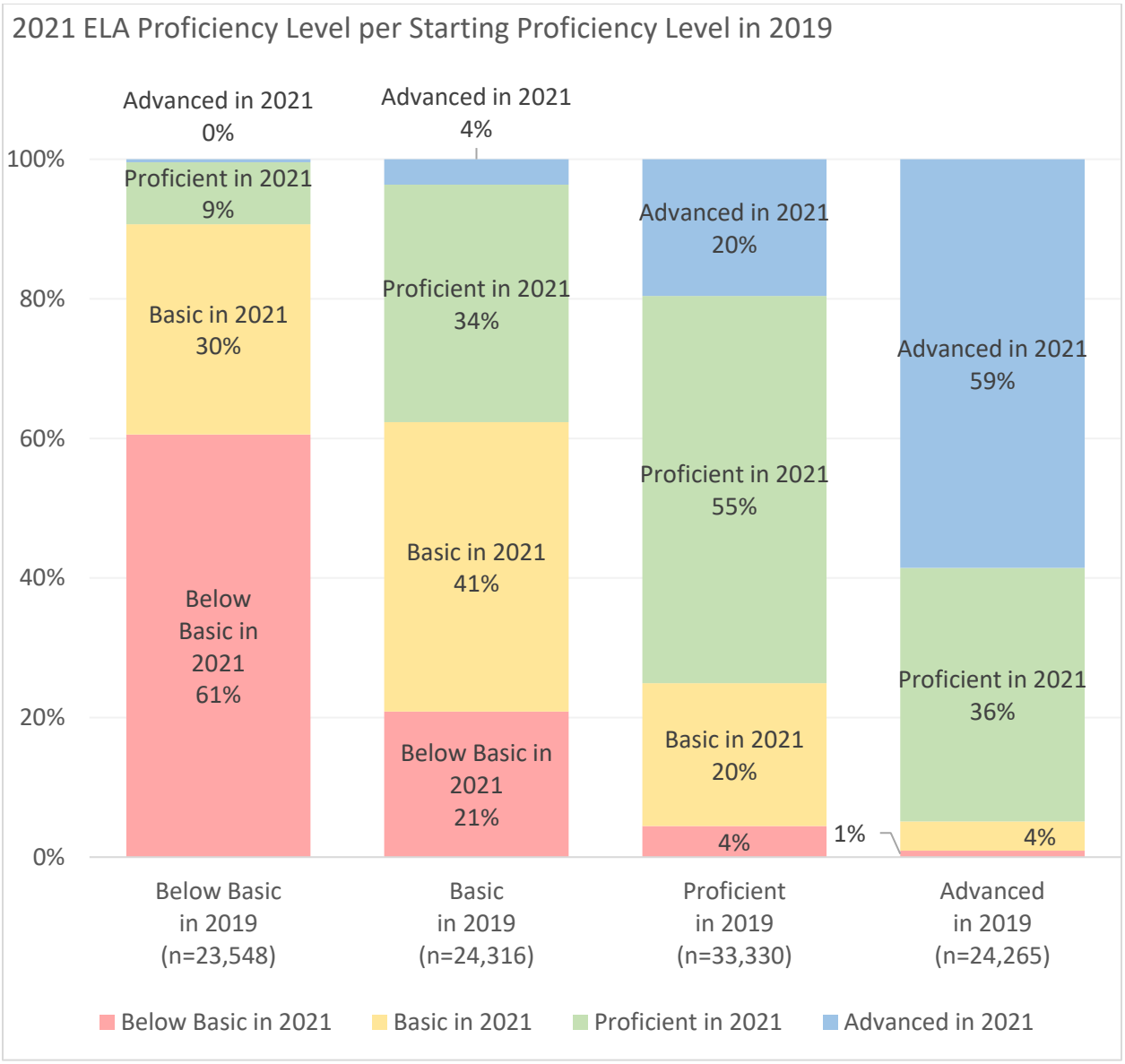


Figure 27 below from 2021 compares to the 2023 and 2022, seen on the prior pages.

Figure 27: ISAT ELA Proficiency Level in 2021 Per 2019 Starting Level



ISAT ELA Mean Performance Across the Years

This section compares the mean statewide ELA performance of Idaho students per year, across all grades, with the expected proficiency cut score of those students by comparing mean scale scores and mean expected scores.

Calculation of mean scale score per year. Each year's reported scale score is a weighted average, calculated as follows.

- Multiply each grade's mean scale score by the number of students taking the assessment in that grade;
- Sum those products;
- Divide the sum by the total number of test-takers that year.

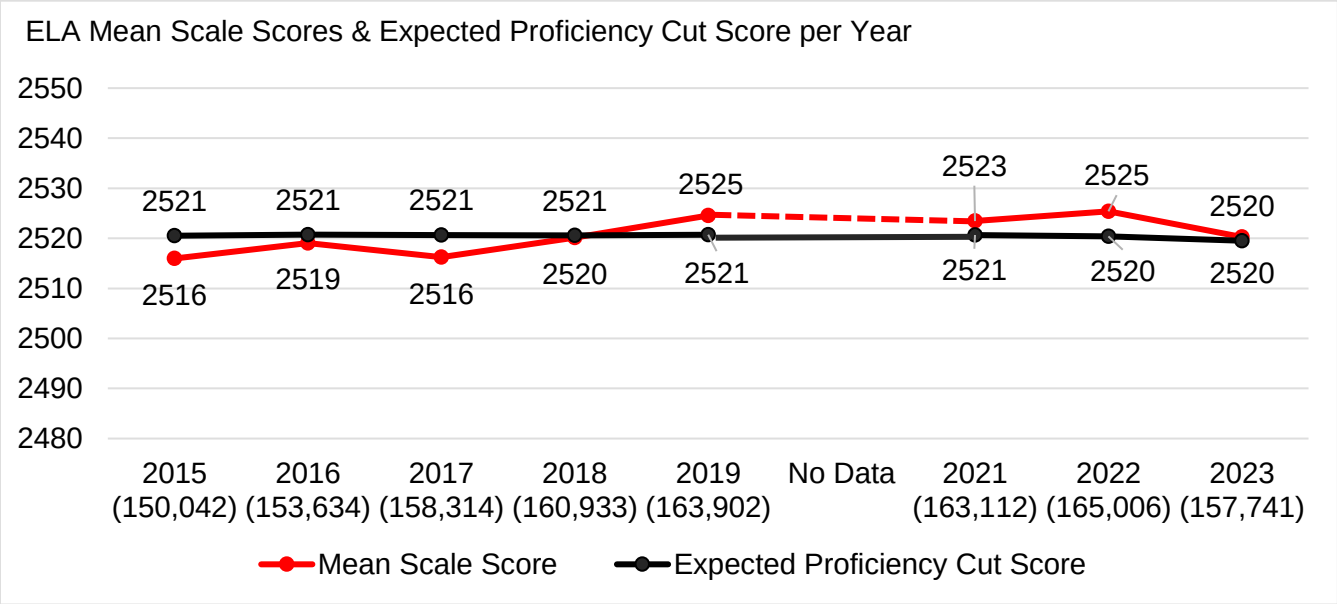
Calculation of expected mean cut score per year. A parallel method was used to calculate the expected cut score per year:

- Multiply each grade's standard cut score (which rises gradually from grade 3-10) by the number of students taking the assessment in that grade, that year;
- Sum those products;
- Divide the sum by the total number of test-takers that year.

This method explains why the expected mean cut scores differ somewhat per year. They reflect the differing numbers of students per grade taking the assessment.

Figure 28 shows relatively stable means since COVID-19, except for a decline of five points this year. When analyses removed newly included 11th-graders from this year's mean and cut score, both dropped by three (3) points to 2017.

Figure 28: ISAT ELA Mean Scale Scores per Year



***Note**. This graph included just 10th graders through SY 2022, but it included both 10th-graders (14,680) and 11th-graders (7,118) in 2023, because students could use either grade's scores in their final year.*

No data were available in 2020 because of COVID-related lapses in testing.

Longitudinal Review of ISAT ELA Performance

The following graphs show cohort analyses of two student cohorts: those in Grade 7 in 2023 and those in Grade 8 in 2023. The analyses followed each group of students, starting in their 3rd grade and progressing through their cohort grade (either Grade 8 or Grade 7).

Method. The cohort analyses and graphs for 2023 were generated following the same process as the cohort analysis in 2022, with adjustments to the formatting and specific cohorts. Data were taken from all summative tests with claim scores in Idaho back to 2018. Students who took two summative tests in one school year or who repeated a grade across school years were removed from the dataset. Test scores for individual students were linked across years using the student identification variable.

The different cohorts for ELA were then formed separately by selecting all students who had summative tests for the corresponding grade in each year. Those years appear in Table 1. Shaded areas indicate that no testing was performed in 2020 because of COVID-19.

Table 1: Cohort Test Grades and Years for 2022-23 Analysis

Grade 8 Cohort		Grade 7 Cohort	
Test Grade	Year	Test Grade	Year
8	2023	7	2023
7	2022	6	2022
6	2021	5	2021
5	2020	4	2020
4	2019	3	2019
3	2018		

Note: No testing in 2020 because of COVID-19.

For each of the two ELA cohorts, the same analysis was performed:

1. Calculate the mean overall and mean claim scores for each year.
2. Calculate the merge rate for each cohort for each year as the number of students in the cohort divided by that year's total sample size for the grade.

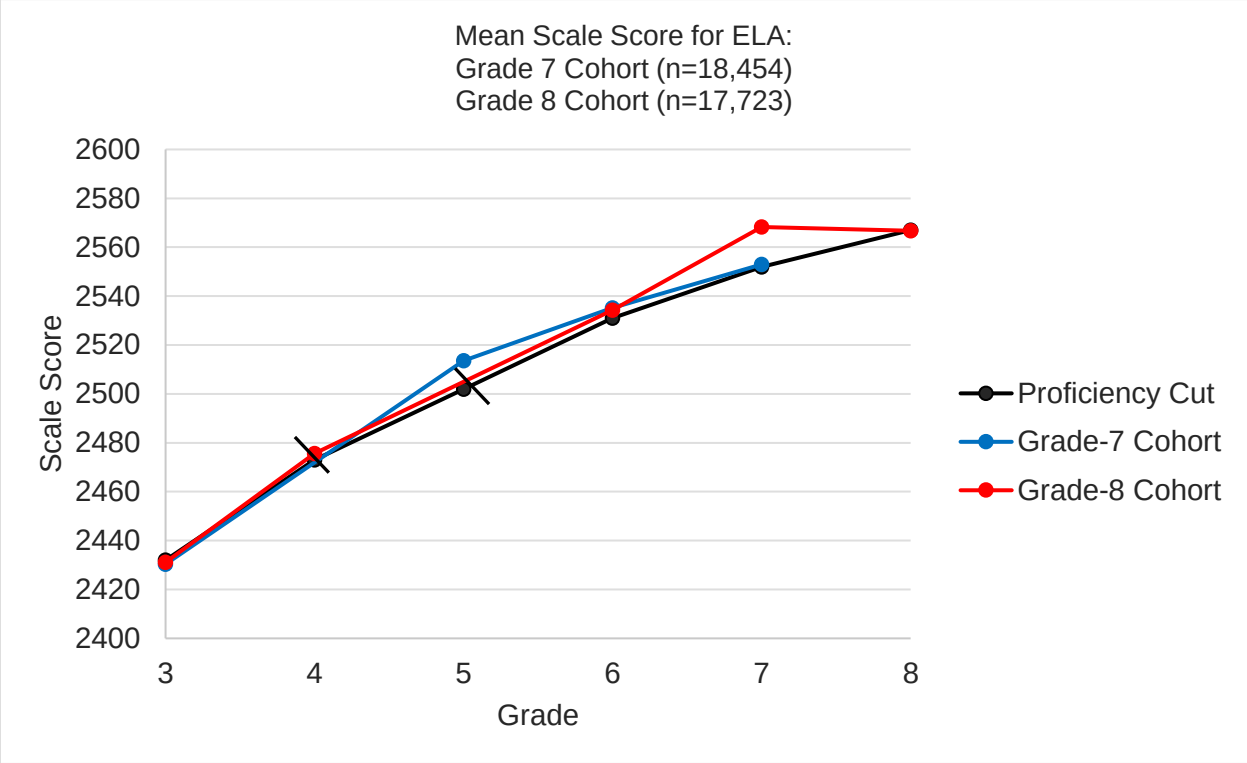
Three plots in total were generated.

1. Grade-8 cohort graph with overall, claim scores, and proficient cut—the same formatting as plots from last year.
2. Overall score and proficiency cut score with Grade-7 and Grade-8 cohorts (no claim scores). In this graph, there are three lines (two overall score lines for the two cohorts and the proficiency cut line).

A slash line "\" symbol appears over years with missing data in the plots to indicate the lack of data for that year.

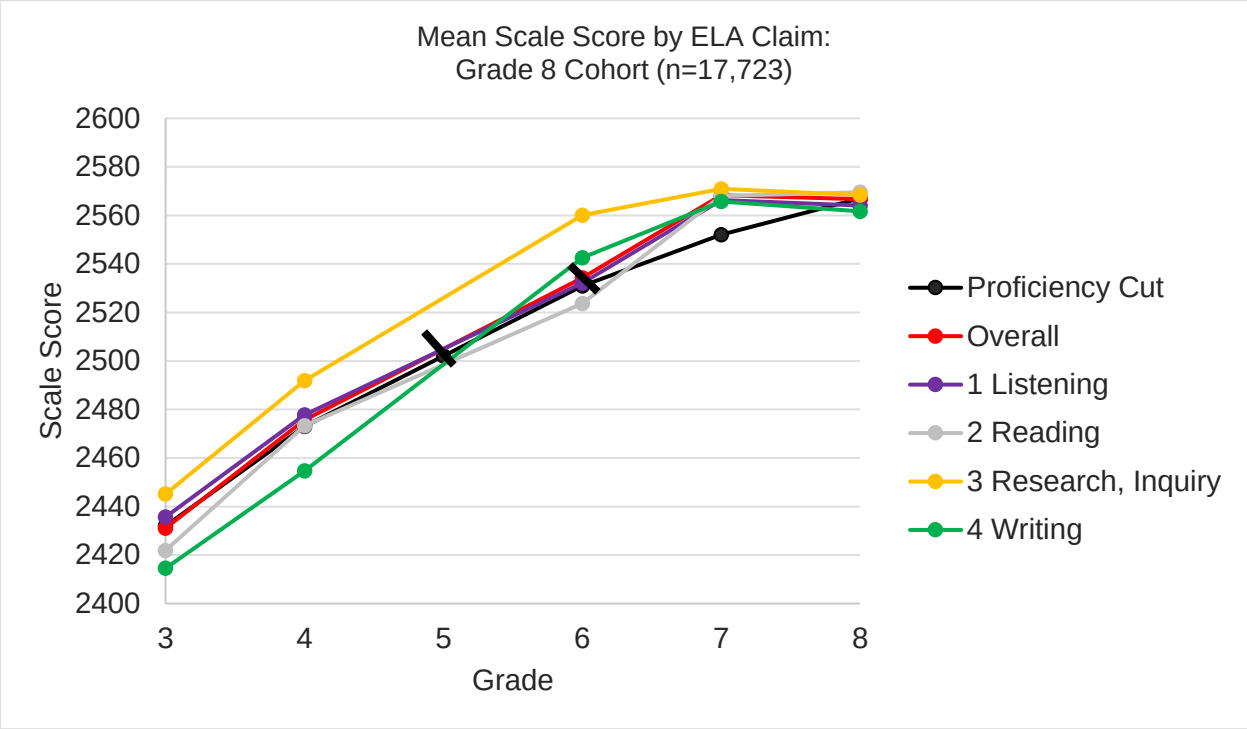
ISAT ELA Longitudinal Analysis – Two Cohorts Compared to Proficiency Cut Score

Figure 29: ISAT-ELA Longitudinal Analysis – 2023 Grade 7 & 8 Cohorts



ISAT ELA Longitudinal Analysis – Overall and Claim Scores 2023 for 8th Grade Cohort Compared to Proficiency Cut Score

Figure 30: ISAT ELA Longitudinal Analysis by Claims – 2023 Grade-8 Cohort



ELPA

The WIDA suite of assessments is used to screen, monitor, and exit Idaho students from a research-based English language instruction educational program. The WIDA Screener for Kindergarten and the WIDA Screener (second semester grade 1-12), is used to identify newly enrolled, potential English learners for additional language support services. After identification, Idaho English learners (ELs) participate annually in a standardized statewide English language proficiency assessment (ACCESS for ELLs/WIDA Alternate ACCESS) to monitor academic English language growth in four language domains: Reading, Writing, Listening, and Speaking. ACCESS for ELLs is typically administered in the last week of January to the first week in March.

ACCESS for ELLs delivers proficiency level scores ranging from 1.0 to 6.0 for students in kindergarten through grade 12. Proficiency levels are reported under the following domain and composite scores: Reading, Writing, Listening, Speaking, Oral Proficiency, Comprehension, Overall, and Literacy. Idaho has based screening and exit criteria on these proficiency level scores since 2016.

Data Considerations

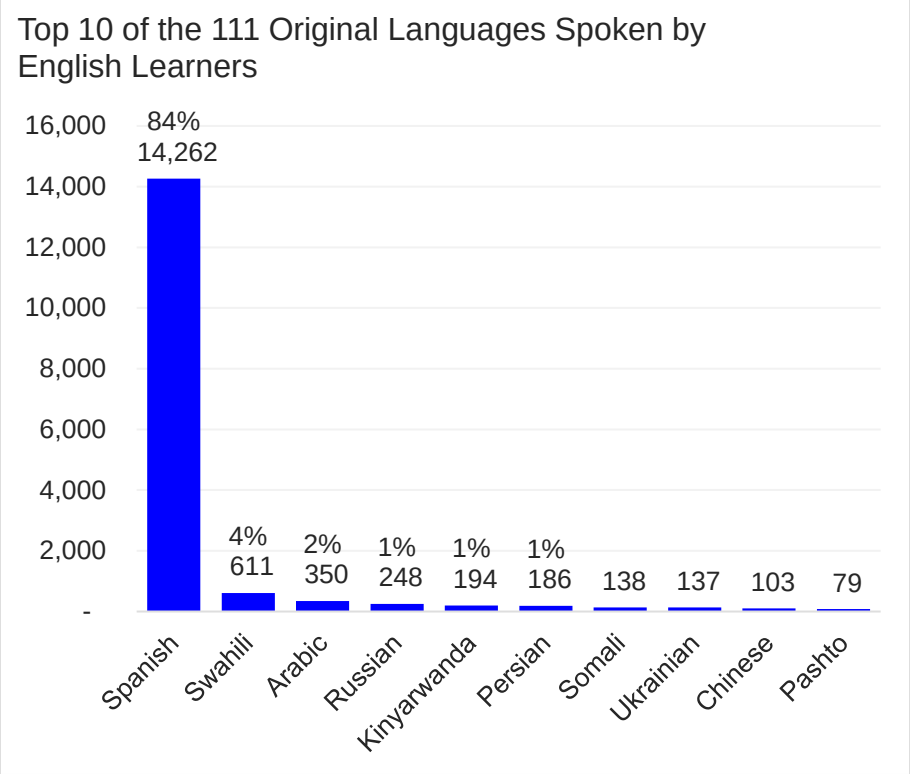
In 2017, the Department slightly lowered the individual language domain (Reading, Writing, Listening, and Speaking) proficiency level targets for exiting the program from 5.0 on each of the four domains to 4.0, leaving overall composite cut-off unchanged. Three years later, based on its statewide analyses comparing ACCESS for ELLs performance levels and ISAT ELA performance, the Department implemented another exit criterion update in 2019-20. These modifications lowered the overall composite proficiency level exit cut score from 5.0 to 4.2; the Reading, Writing, and Listening domain cut scores from 4.0 to 3.5; and the Speaking cut from 5.0 to 1.0[4].

[4] This low score of 1.0 took into account that the Speaking measure relied on a recording technology that artificially reduced the Speaking score to 1.0 if a student stopped and re-started the recorder.

Languages of Origin Spoken by English Learners

Neary 85% of English learners speak Spanish in Idaho.

Figure 31: Top 10 Languages of Origin Spoken by English Learners, 2023

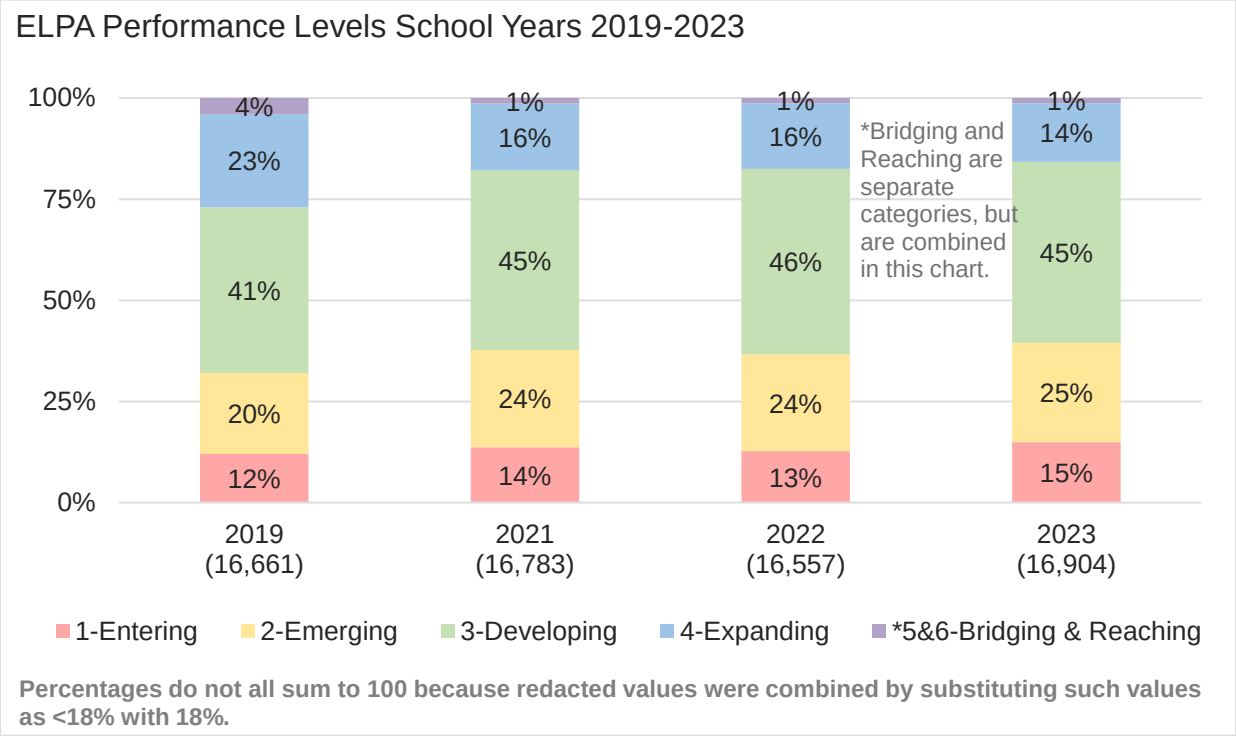


ELPA Performance, All Grades

Figure 32 shows that from 2019 through 2023, the proportions of English learners in each proficiency level remained relatively stable, considering the exit criteria applied in 2020[5].

The relative stability since 2021 included slightly more in the two middle categories – Emerging and Developing – and slightly fewer in the top two categories.

Figure 32: English Learners' (ELs) ELPA Performance, 2019-2023



Percentages do not all sum to 100 because redacted values were combined by substituting such values as <18% with 18%.

[5] In 2021, the total proportion of ELs in Expanding and Bridging declined by 12 percentage points, mostly because of the modified exit criteria applied in 2020.

ELPA Performance by Grade

Figure 33: ELs' ELPA Performance by Grade, 2019-2023

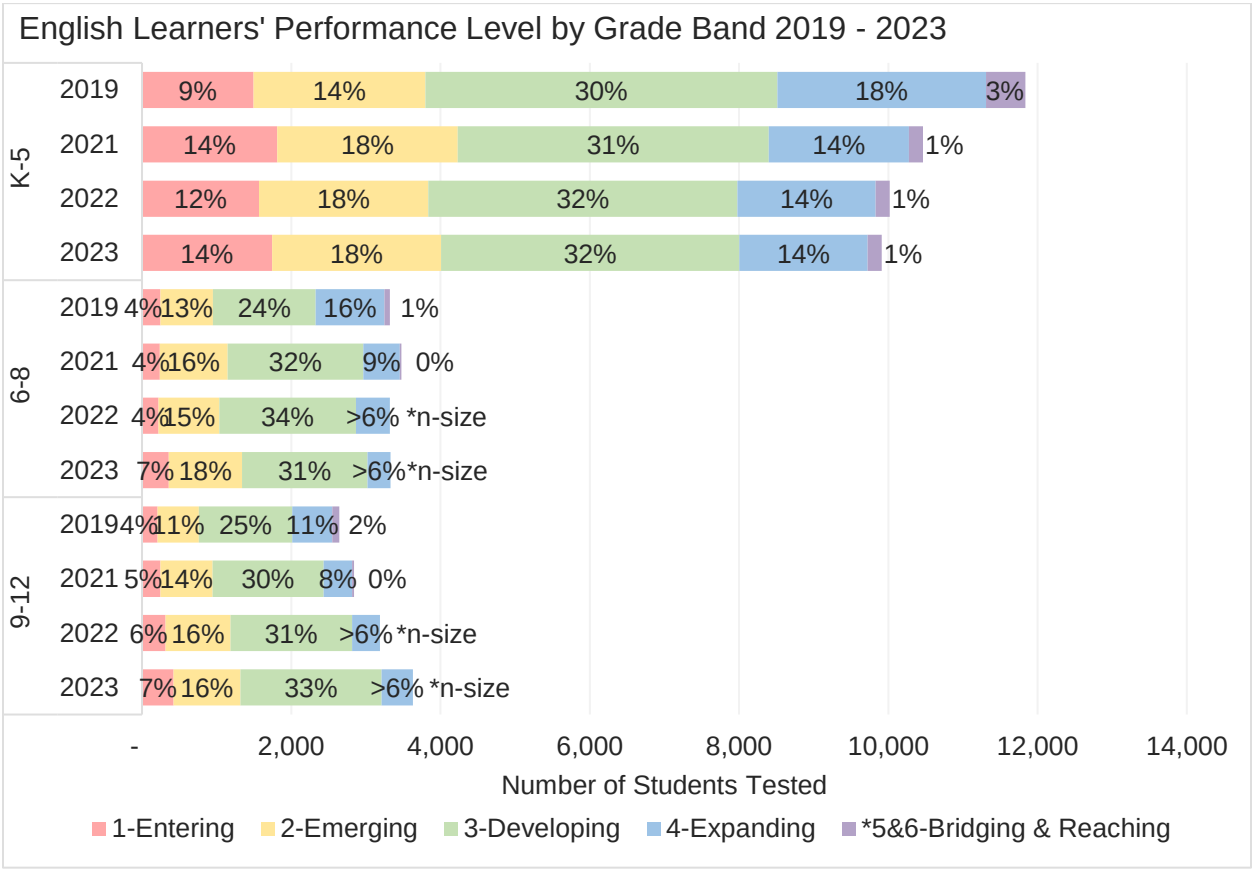
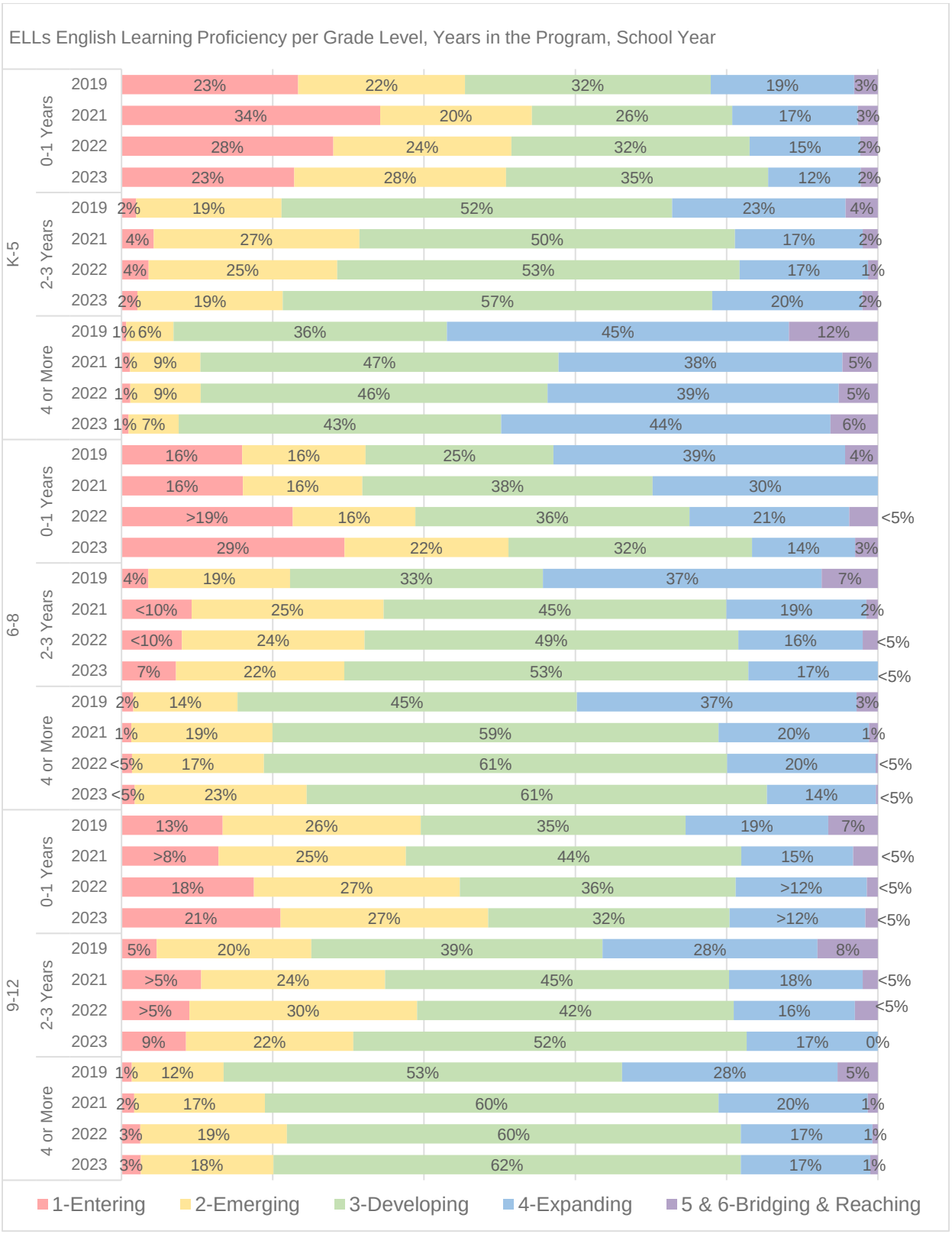


Figure 34: ELs' ELPA Performance by Grade and Years in the Program, 2019-2023 (new 2023, S22)



ELPA Cohort Analysis

This analysis followed those English learners who were in kindergarten in the 2019-20 school year for the subsequent four years for their ELPA performance trend. Students who entered or exited the cohort between the school year 2020-21 and 2022-23, who did not advance their grade level chronologically, who participated in Alternate Assessment, or who missed one or more administration are not included in this analysis. Similarly, the same analysis was conducted for the 2023 4th grade cohort and 2023 11th grade cohort.

Figure 35: ELPA Performance for 2023 Grade 3 Cohort

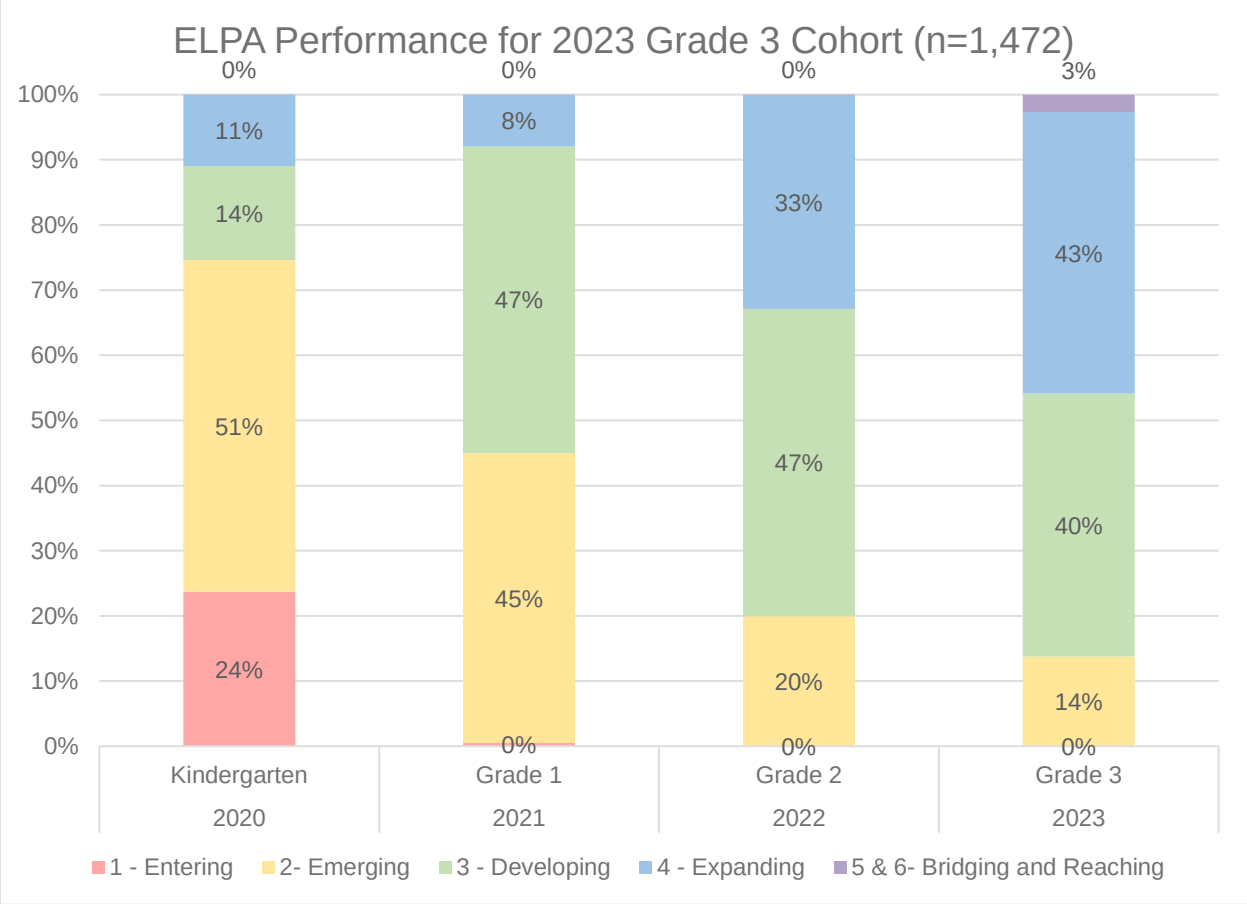


Figure 36: ELPA Performance for 2023 Grade 7 Cohort

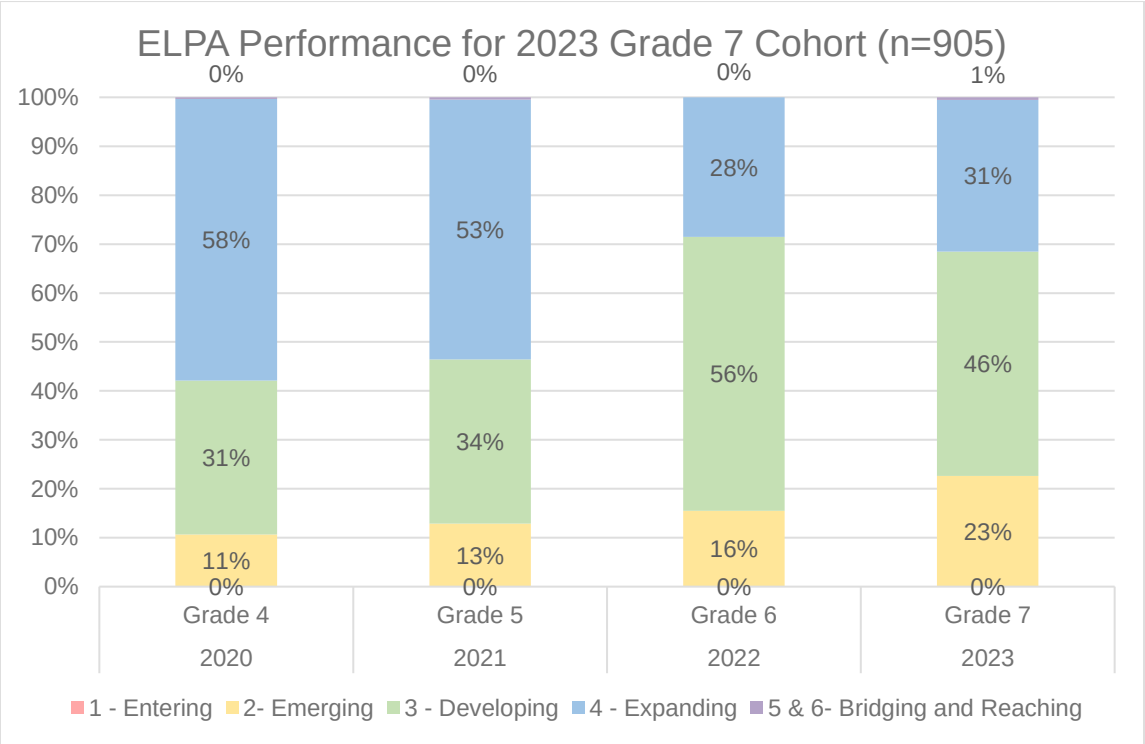
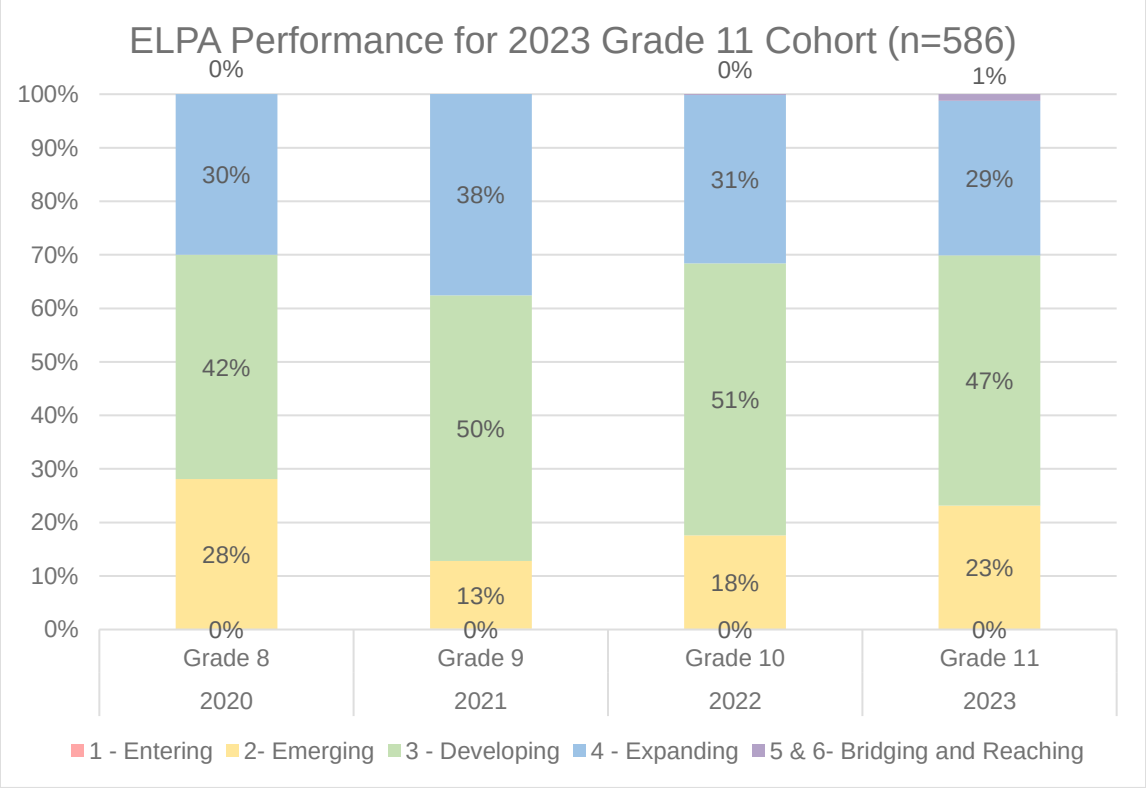


Figure 37: ELPA Performance for 2023 Grade 11 Cohort



MATHEMATICS

Idaho students are tested in mathematics using the Idaho Standards Achievement Test (ISAT).

ISAT Math

Students in grades 3-8 and 11 take the Idaho Standards Achievement Test (ISAT) to determine whether they have met the standards for their grade level in Mathematics (Math).[6] These tests are administered to provide ongoing monitoring of individual, school, district, and state progress. ISAT Math comprises a key element of Idaho's school accountability system.

The ISAT Math items address a variety of aptitudes, from subtraction to problem solving. The ISAT summative assessment is administered during the last 8 weeks of the school year. It consists of two parts, a computer-adaptive test and performance tasks. The main objectives are threefold: (1) To indicate both student achievement and learning growth as part of program evaluation and accountability for schools, districts, and the state; (2) to provide valid, reliable, and fair measures of students' progress toward, and attainment of, the knowledge and skills required to be college and career ready; and (3) to optimize students' ability to demonstrate their full knowledge and skills computer-adaptive testing. These summative assessments are an important component of the statewide comprehensive assessment detailed IDAPA 08.02.03.111.06.

Students with disabilities can participate in the statewide comprehensive ISAT assessment system in one of three ways. They can take the:

- general assessment without accommodations,
- general assessment with accommodations, or
- Idaho Alternate Assessment or IDAA for students who qualify.

The Idaho Alternate Assessment (IDAA) is the alternate assessment option under the ISAT assessment system. It is intended for students with the most significant cognitive disabilities who meet four participation criteria. They represent about 1% of the total student population, and their Individual-Education-Program (IEP) team determines if they qualify for the IDAA based on the participation criteria.

[6] School Year 2021-22 is the last year in which students will take their Summative ELA and Math ISAT assessment in 10th grade. Starting in School Year 2022-23, high school students will instead take only the 11th-grade ELA, Math, and Science ISAT assessments, but they may take the Math or ELA assessments in 10th grade, or rarely 9th grade, after completing instruction on all high school standards.

This document adopts the shorthand of referring to findings from the Idaho Standards Achievement Test as ISAT findings, even though they are formally ISAT/IDAA findings, because they include IDAA test results, unless otherwise indicated.

Data Considerations

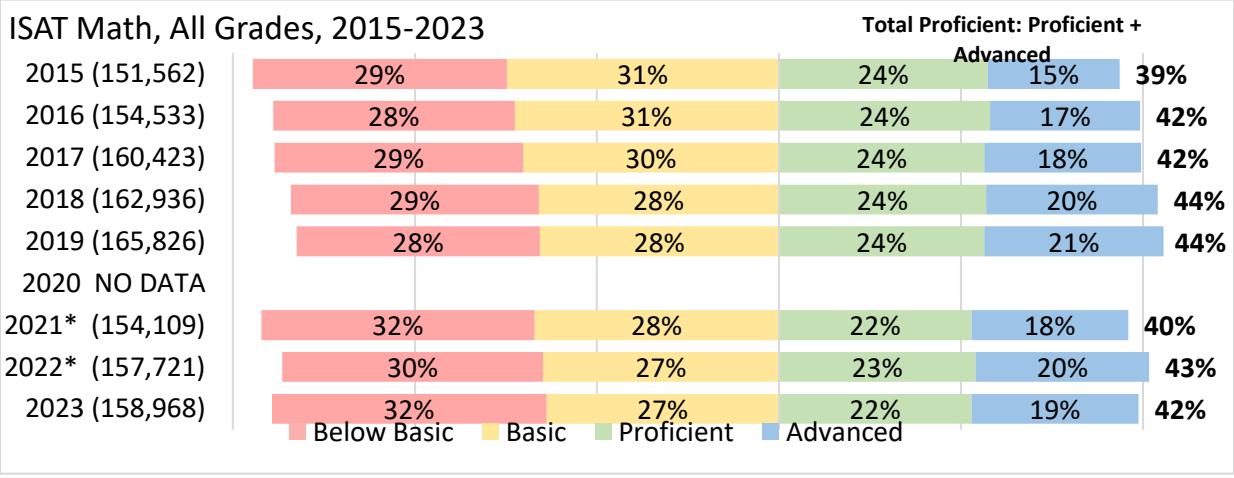
The Idaho State Board of Education developed adjusted (shortened) blueprints in 2020. The shortened blueprint has 50% fewer computer adaptive items in each claim area compared to the original full (long) blueprint. The shortened blueprint still covers all content standards, and results are comparable. Although combined claim scores are in development, the shortened blueprint does not offer claim-level scores. Idaho used shortened blueprint in 2020-21 and 2021-22 school years. Idaho returned to full-length blueprint in the 2022-23 school year.

After students take the ISAT Math assessment, their results are reported in two primary ways: four categorical achievement levels and scale scores. Students fall into one of four categories of performance called achievement levels, based on their scale scores. The graphs below show the performance of students in grades 3-8 and high school (grade 10 through 2022, grades 10 and 11 in 2023), across the four achievement levels. As of 2023, the high school ISAT was taken in Grade 11 and evaluated against Grade-11 standards. Two other features were added: (1) students could use a "banked" ISAT score from a prior high school year's test, usually a Grade-10 test, rather than re-take the test in Grade 11; and (2) Grade-10 or other high school students could take the Grade-11 ISAT for banking, if they had completed relevant curriculum. Please see Accountability Business Rules or Appendix I for details.

ISAT Math Performance, All Grades

This section reviews ISAT-Math achievement in Idaho.

Figure 38: ISAT Math Performance, All Grades, SYs 2015-2023

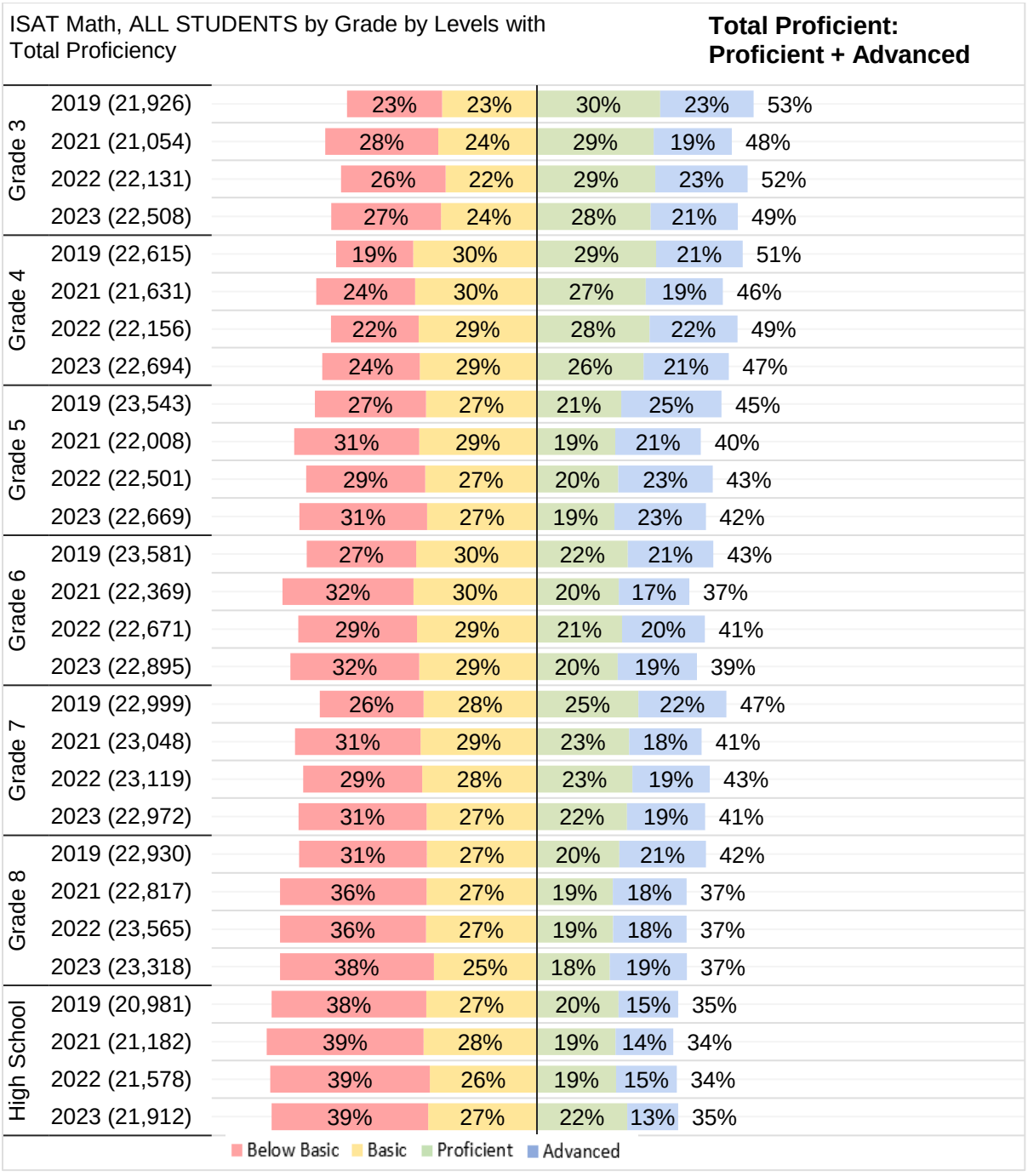


Note. Data are not available in 2019-20 because of COVID-related lapses in test-taking.

** Both 2021 and 2022 ISAT were on the shortened blueprint.*

ISAT Math Performance by Grade

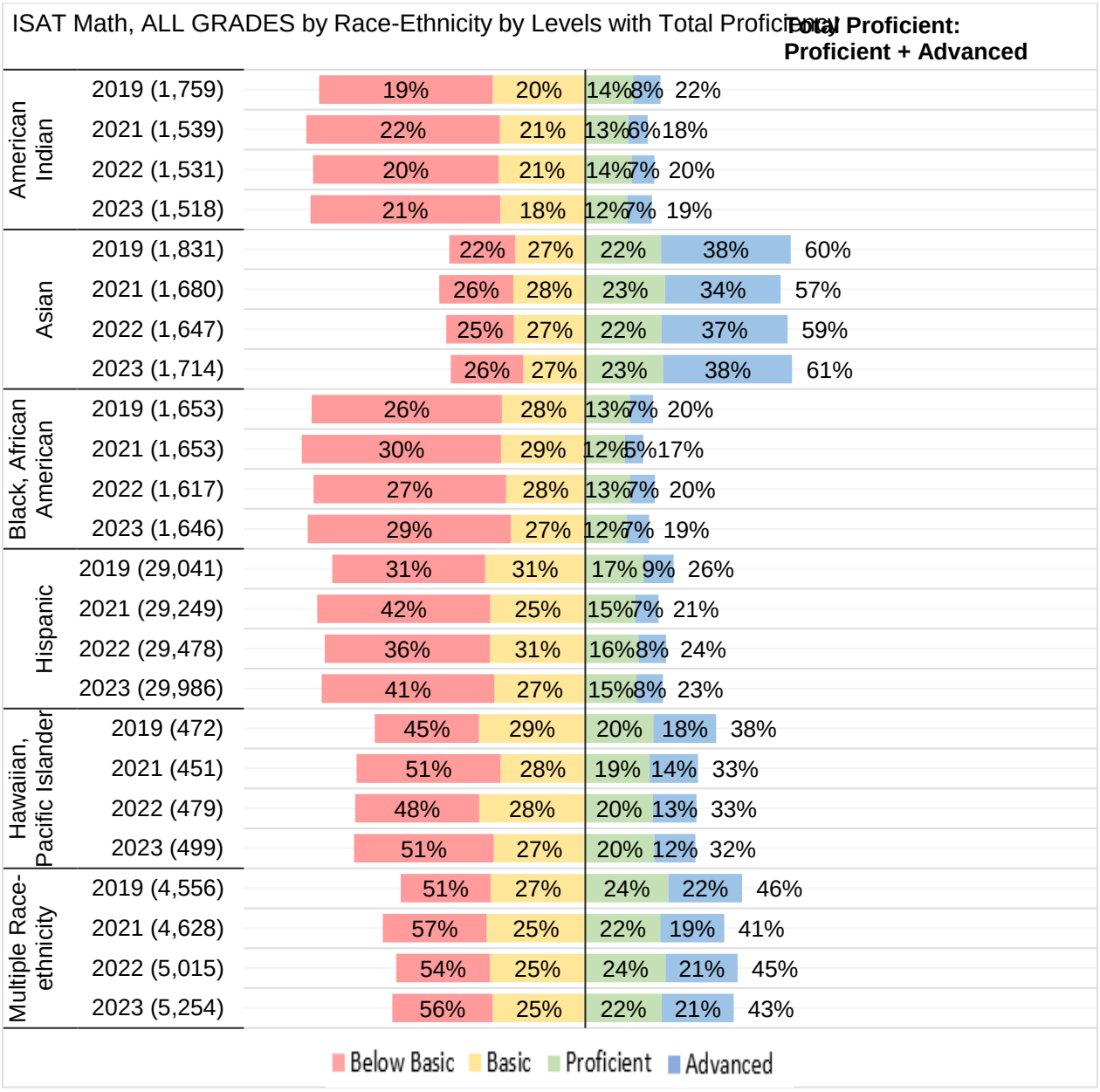
Figure 39: ISAT Math Performance by Grade across Years



** Both 2021 and 2022 ISAT were on the shortened blueprint.*

ISAT Math Performance by Race-Ethnicity

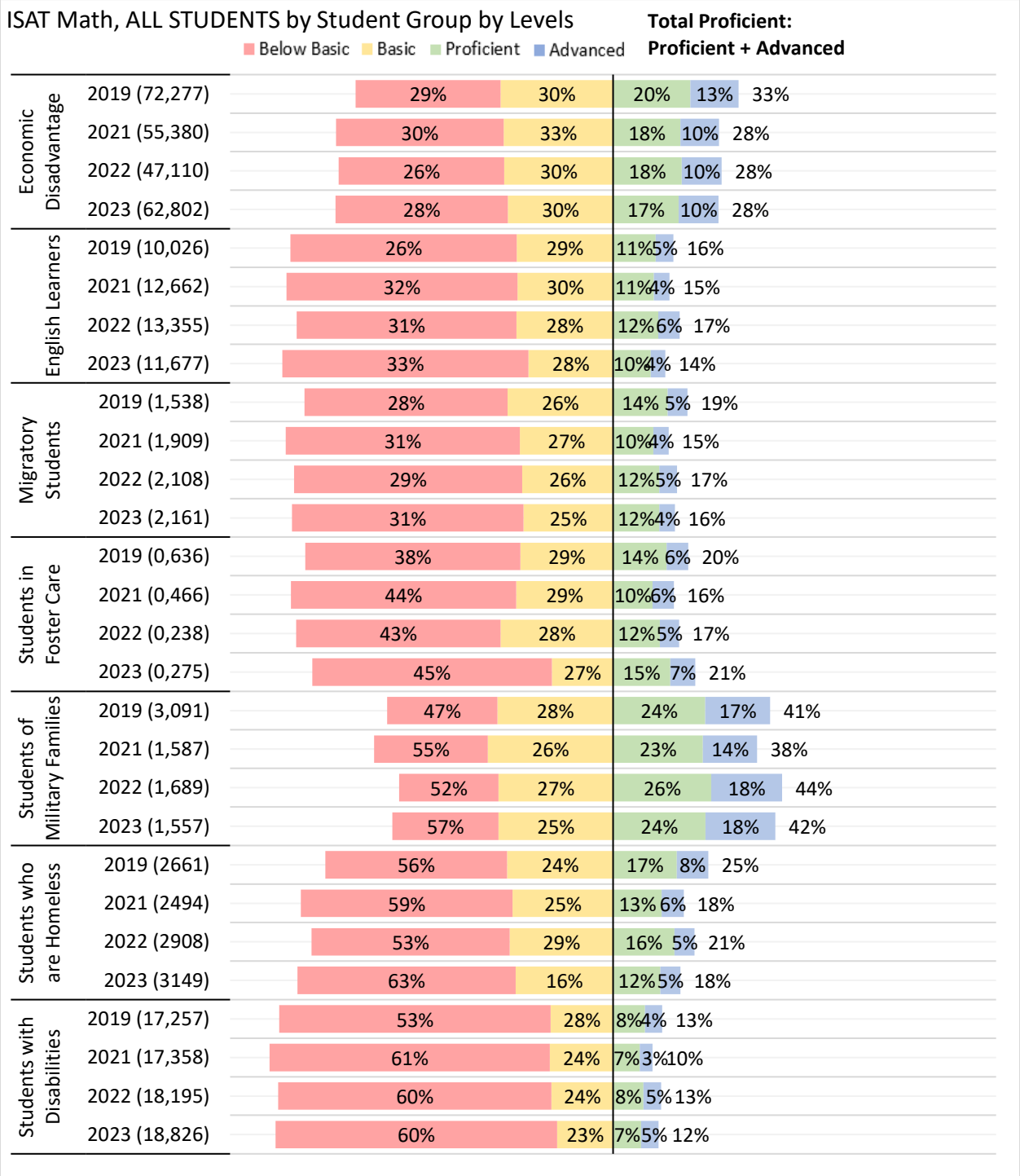
Figure 40: ISAT Math Performance by Race-Ethnicity across Years (23_S25)



** Both 2021 and 2022 ISAT were on the shortened blueprint.*

ISAT Math Performance by Student Group

Figure 41: ISAT Math Performance by Student Group across Years



Note. Data are not available because of COVID-related lapses in test-taking.

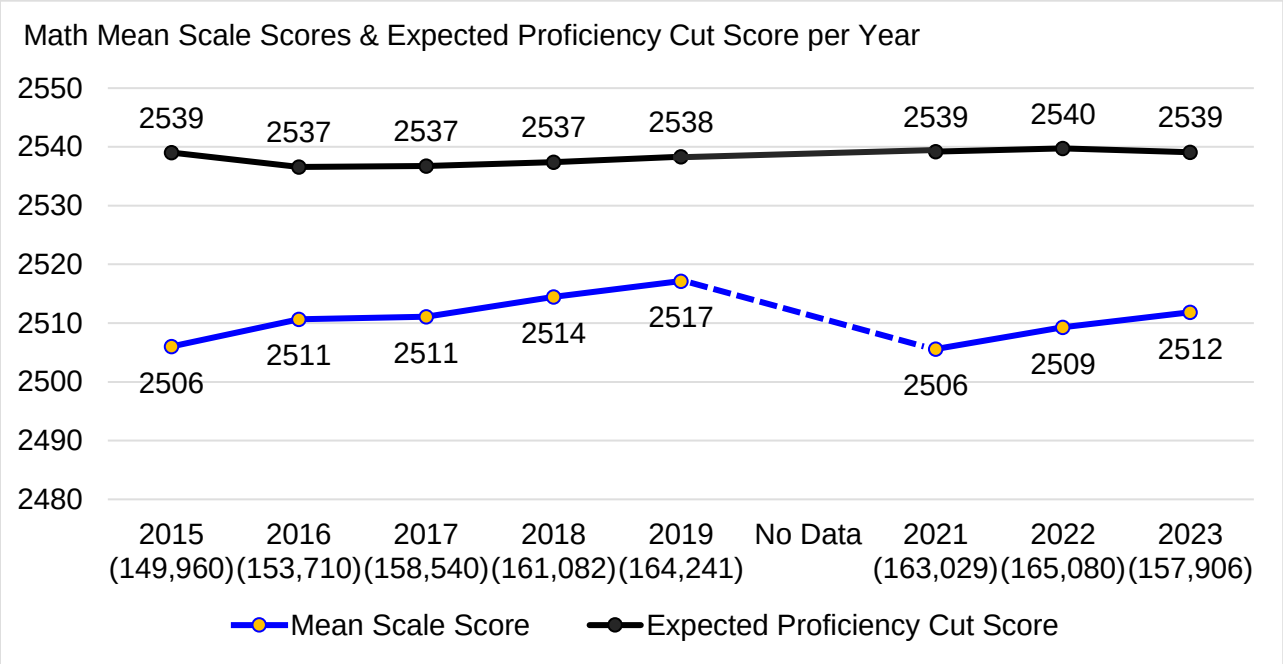
** Both 2021 and 2022 ISAT were on the shortened blueprint.*

Idaho students' achievement in math is measured annually in the Spring summative ISAT Math assessment. After students take the ISAT Math assessment, their results are reported in two primary ways: four categorical achievement levels and scale scores. Students fall into one of four categories of performance called achievement levels, based on their scale scores.

In this section we review the performance of (a) proficiency levels of all students across all grades (3-8 and 10); (b) scale scores of three grade cohorts of student as they progress from grades 3 through 10; (c) average scale scores versus cut scores for all students; and (d) performance of various race-ethnicity and other student groups, averaged across all grades 3-8 and 10.

ISAT Math Average Performance Across the Years
This section reviews the mean scale scores in Math per year, across all grades.

Figure 42: ISAT Math Mean Scale Scores across Years



***Note**. This graph included just 10th-graders through 2022 but included both 10th-graders (12,615) and 11th-graders (9,173) in the final grade in 2023. This change made a difference in the distance to the cut score in 2023, (27 points instead of 24), and it lowered both the cut score (to 2534) and the Idaho mean scale score (to 2509).*

No data are available in 2020 because of COVID-related lapses in testing.

Calculation of mean scale score per year. Each year's reported scale score is a weighted average, calculated as follows.

- Multiply each grade's mean scale score by the number of students taking the assessment in that grade;
- Sum those products;
- Divide the sum by the total number of test-takers that year.

Calculation of expected mean cut score per year. A parallel method was used to calculate the expected cut score per year:

- Multiply each grade's standard cut score (which rises gradually from grade 3-10) by the number of students taking the assessment in that grade, that year;
- Sum those products;
- Divide the sum by the total number of test-takers that year.

This method explains why the expected mean cut scores differ somewhat per year. They reflect the differing numbers of students per grade taking the assessment.

Longitudinal Review of ISAT Math Performance

The following graphs show cohort analyses of two student cohorts: those in Grade 7 in 2023 and those in Grade 8 in 2023. The analyses followed each group of students, starting in their 3rd grade and progressing through their cohort grade (either Grade 8 or Grade 7).

Method. The cohort analyses and graph for 2023 were generated following the same process as the cohort analysis in 2022, with adjustments to the formatting and specific cohorts included. Data were taken from all summative tests with claim scores in Idaho going back to 2018. Students who took two summative tests in one school year or who repeated a grade across school years were removed from the dataset. Test scores for individual students were linked across years using the student identification variable.

The different cohorts for Math were then formed separately by selecting all students who had summative tests for the corresponding grade in each year. Those years appear in Table 2. Shaded areas indicate that no testing was performed in 2020 because of COVID-19.

Table 2: Cohort Test Grades and Years for 2022-23 Analysis

Grade 8 Cohort		Grade 7 Cohort	
Test Grade	Year	Test Grade	Year
8	2023	7	2023
7	2022	6	2022
6	2021	5	2021
5	2020	4	2020
4	2019	3	2019
3	2018		

Note: No testing in 2020 because of COVID-19.

For each of the two Math cohorts, the same analysis was performed:

3. Calculate the mean overall and mean claim scores for each year.
4. Calculate the merge rate for each cohort for each year as the number of students in the cohort divided by that year's total sample size for the grade.

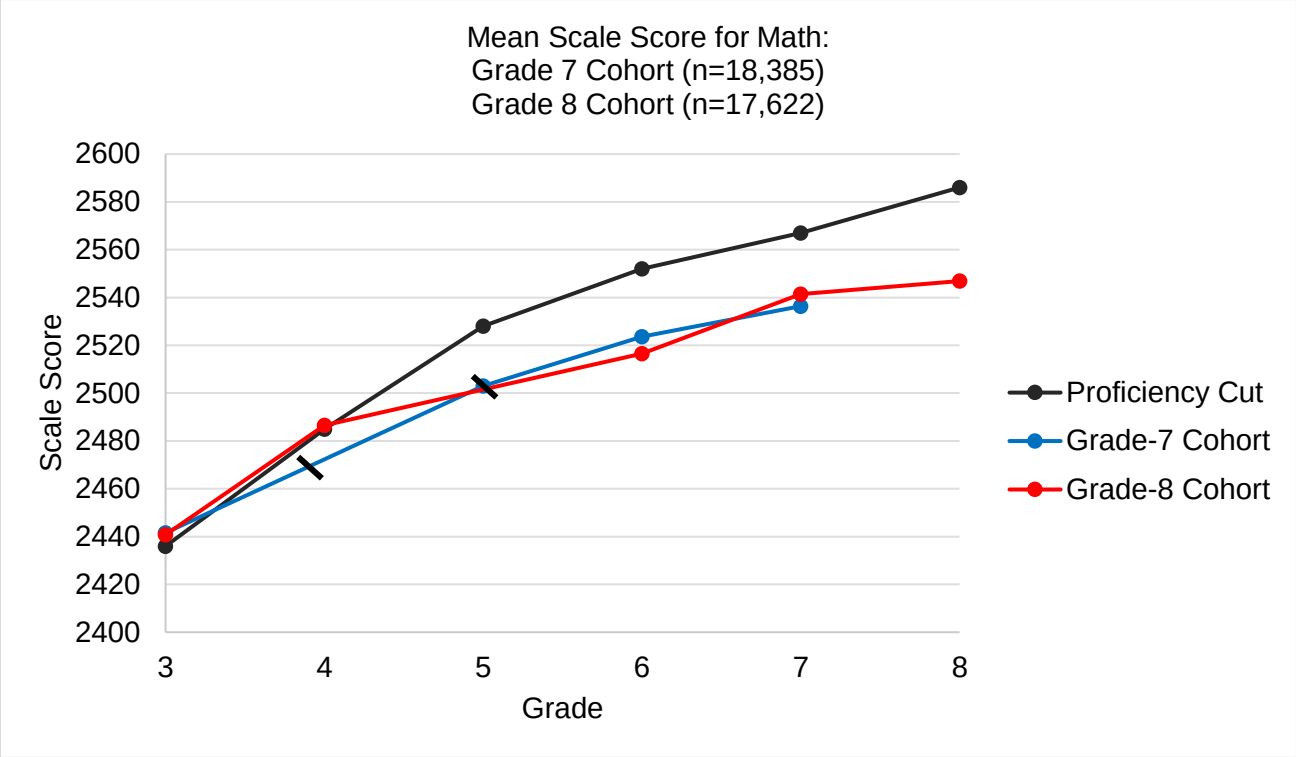
Three plots in total were generated.

3. Overall score and proficiency cut score with Grade-7 and Grade-8 cohorts. In this graph, there are three lines (two overall score lines for the two cohorts and the proficiency cut line)

A slash line "\" symbol appears over years with missing data in the plots to indicate the lack of data for that year.

ISAT Math Longitudinal Analysis – Two Cohorts Compared to Proficiency Cut Score

Figure 43: ISAT Math Longitudinal Analysis – 2023 Grade 7 & 8 Cohorts (23_S26)



HIGH SCHOOL GRADUATION RATES AND GO-ON RATES

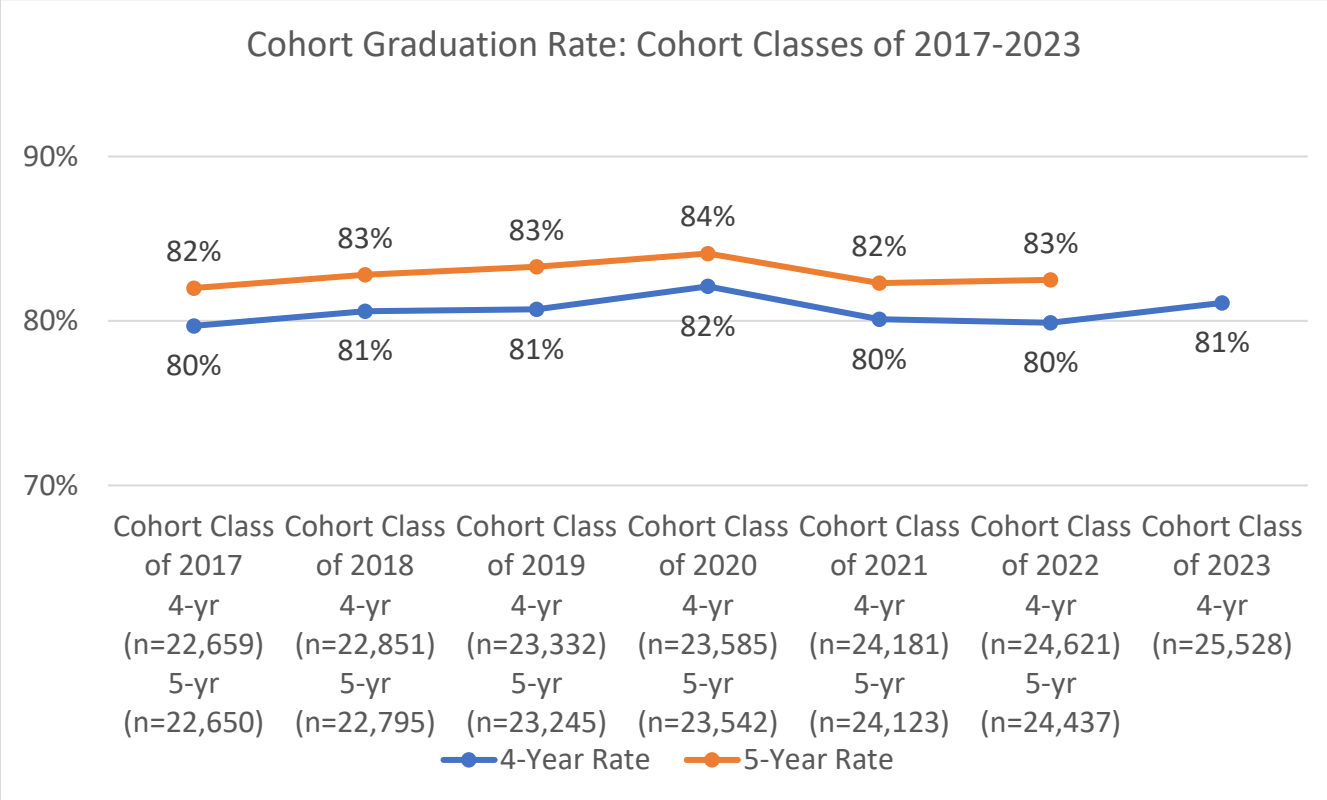
Idaho students' rates of graduation and going on to post-secondary education appear in this section.

Graduation Rate

We report graduation rate in two measures: the proportion graduating within four years of entering 9th grade (4-year Graduation Rate) and the proportion graduating within five years of entering 9th grade (5-year Graduation Rate). The 5-year rate is typically higher, because it includes all students who graduated in four years, plus those requiring an additional year to complete their high school requirements. Both include students who were enrolled in an Idaho school from their 9th grade onward, and any who moved into Idaho at some time during their high school years. The two counts appearing below each point on the graph are the 4- and 5-year cohort counts. The two may differ if students moved into or out of Idaho's public-school system in their fifth year.

Cohort Graduation Rate: Cohort Classes of 2017–2023
In 2023, 81% of Idaho's high school students graduated in four years. As seen in Figure 44:

Figure 44: 4-year and 5-year Graduation Rates per Cohort



Cohort Graduation Rate: Cohort Class of 2023

Figure 45: 4-Year Cohort Graduation Rate by Race/Ethnicity

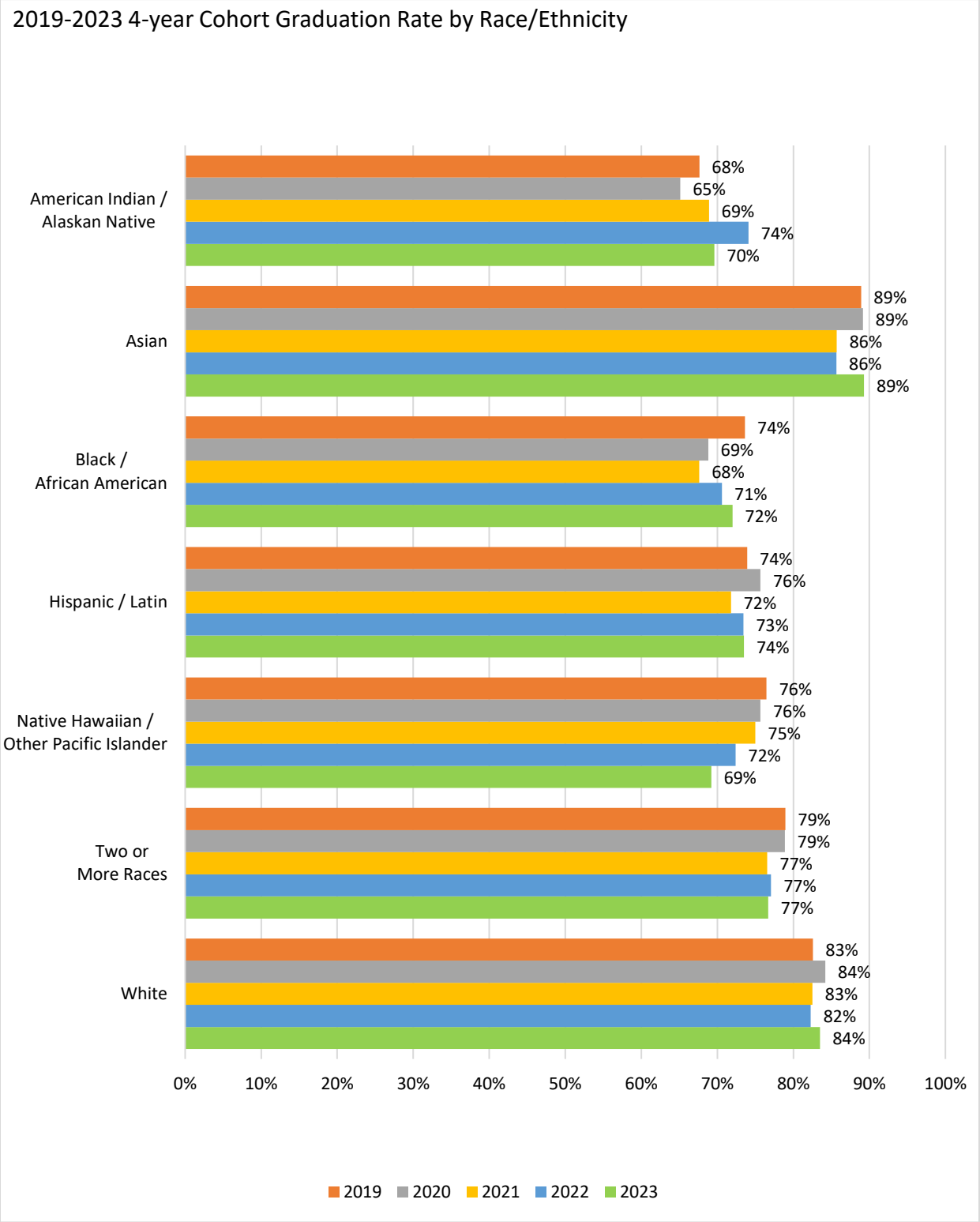
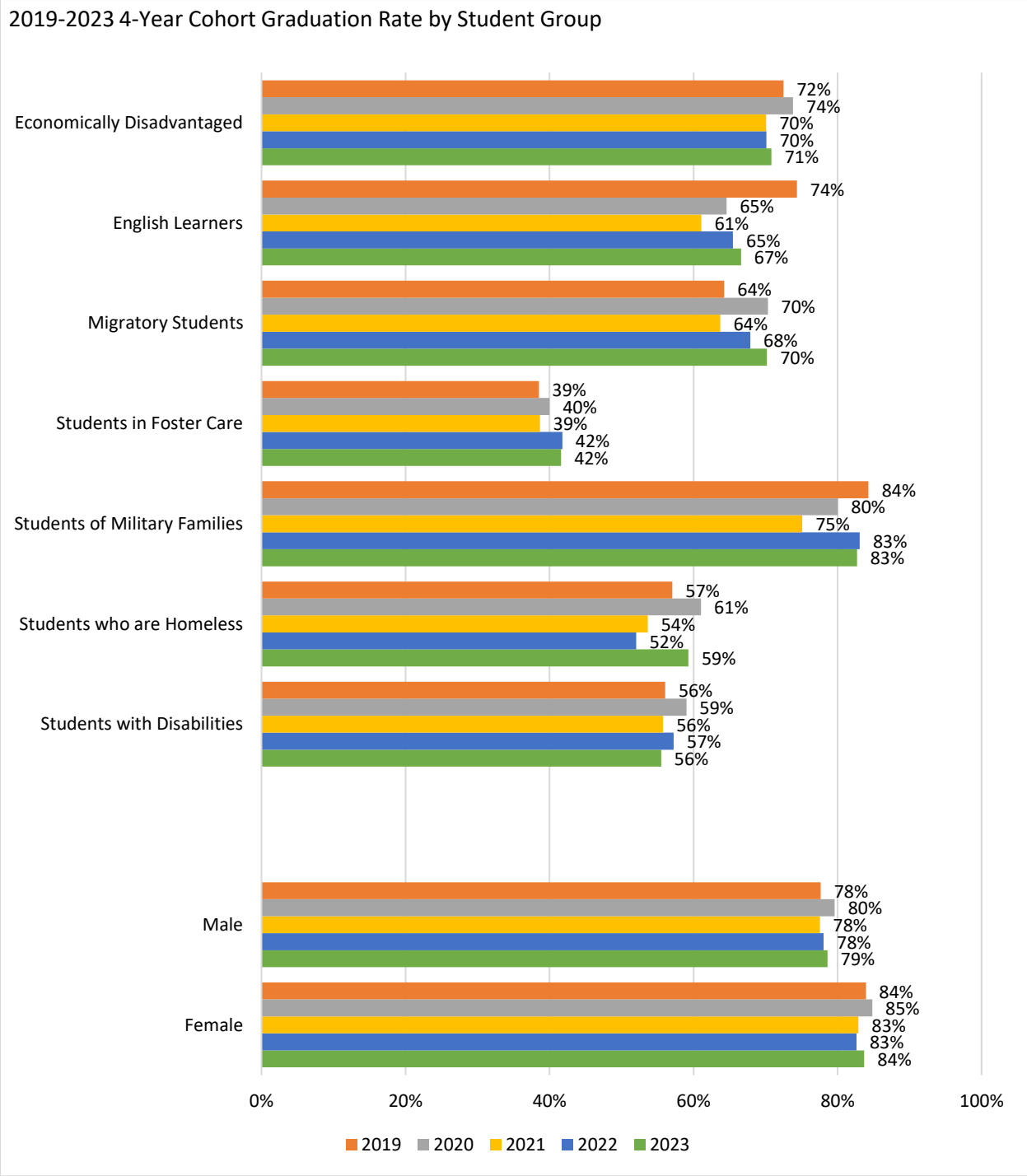


Figure 46: 4-Year Cohort Graduation Rate by Student Group



Note. The criteria for identifying English Learners changed in 2020, making prior years' rates incomparable to those following the change.5-Year Graduation Rates Across Years

Cohort Graduation Rate: Cohort Class of 2022

Figure 47: 5-Year Cohort Graduation Rate by Race/Ethnicity

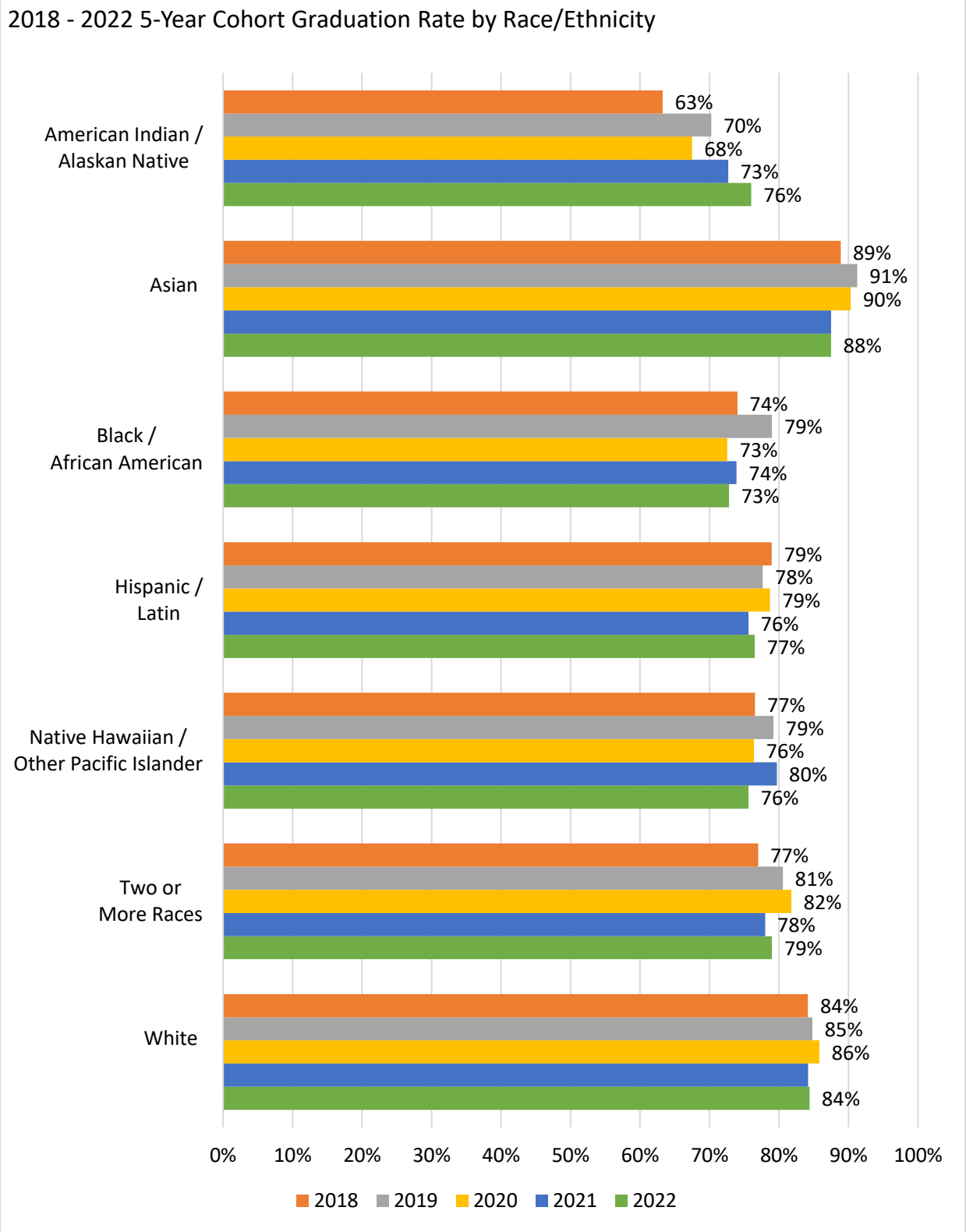
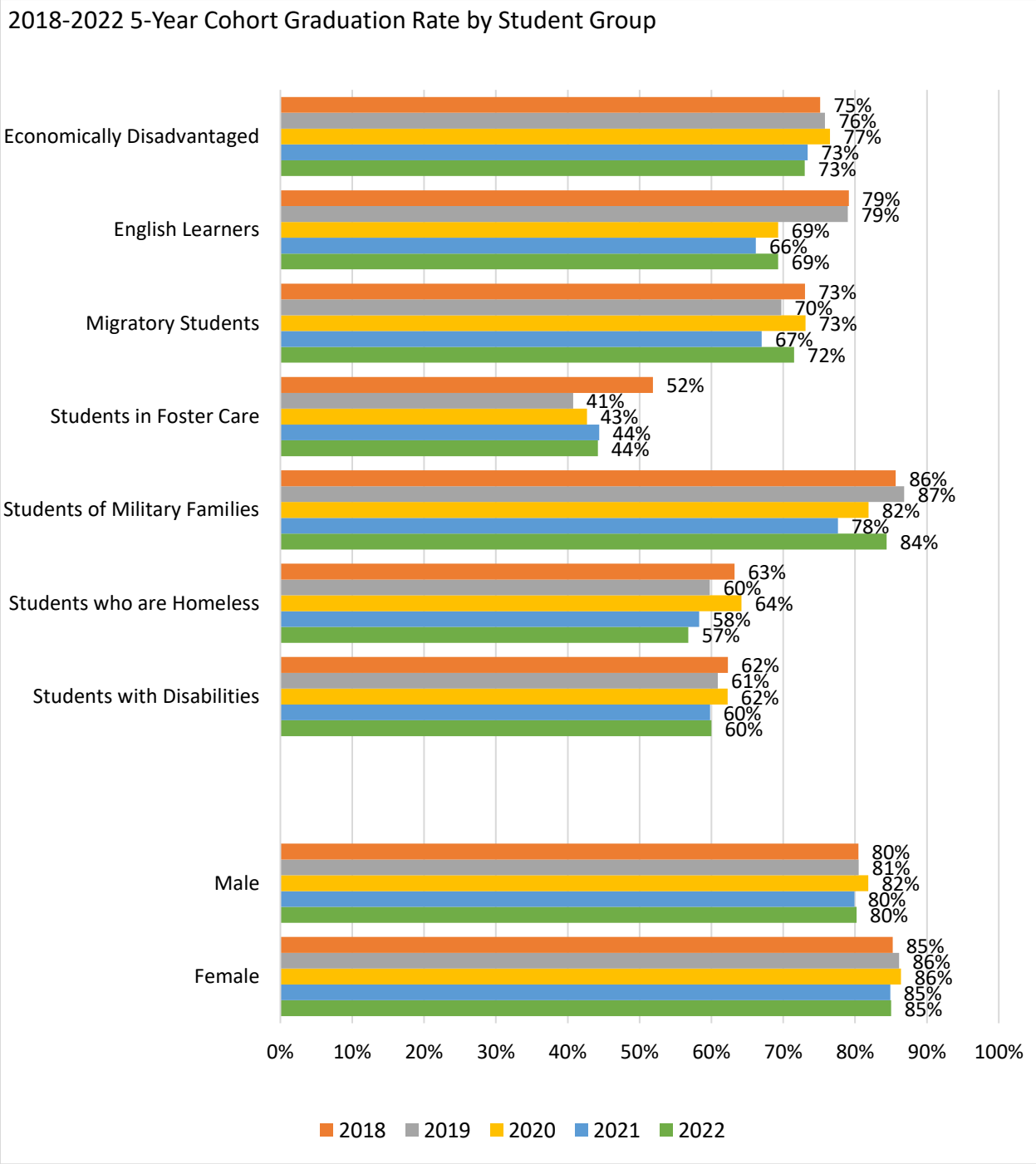


Figure 48: 5-Year Cohort Graduation Rate by Student Group



Note. The criteria for identifying English Learners changed in 2020, making prior years' rates incomparable to those following the change.

Go-On Rates

Students' rates of continuing to post-secondary training strongly affect a state's economy and its citizens' lifetime earnings. Idaho's go-on rates reflect the percentage of high school graduates who pursue post-secondary education within one, three, or five years of graduation. Go-on status is counted based on the student's graduation year (not on the graduation cohort, which drives the calculation of graduation rates). The denominators used to calculate go-on rates include all students who graduated in the spring or summer of the academic year. For instance, the 1-year go-on rate for 2019-20 is the proportion of all students graduating in spring or summer 2019 (at the end of the 2019-20 academic year) who pursued higher education within one year of graduating. The 3-year go-on rates maintain the same graduating class but consider the percentage that enrolled in post-secondary education within three years of graduating.

Idaho's Office of the State Board of Education (OSBE) provided the go-on data, which it now terms "college-going" data. Counted in these data are Idaho high-school graduates taking courses at any 4-year or 2-year institution of learning beyond high school, whether the student is pursuing a certificate, a degree, or is just taking courses. Also counted are training or job-preparation programs, such as cosmetology and barber training, massage, and other trades training that appear in the available data sources.

The two data sources OSBE consults are (1) the eight Idaho public, post-secondary institutions; and (2) the National Student Clearinghouse (NSC)[7], which receives data from institutions nationwide that accept federal financial aid. Some known post-secondary programs and program types are not included in these reported rates because they do not appear in either source, e.g., Career Technical Education badges, Northwest Lineman, U.S. military, apprenticeship programs except those linked to the reported institutions, and some small training programs, e.g., for cosmetology, massage, barber.[8]

[7] National Student Clearinghouse: https://www.studentclearinghouse.org/

[8] Included in the rate calculation are students attending all Idaho pubic, post-secondary institutions, and all students attending any institutions listed in the National Student Clearinghouse (NSC). These Idaho schools appeared in the NSC counts last year: Apollo College, Boise State University, Brigham Young University – Idaho, Broadview University, College America - Stevens Henager, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, Idaho State University, ITT Technical Institute – Boise, Lewis-Clark State College, North Idaho College, Northwest Nazarene University, Stevens-Henager College, Stevens-Henager College Nampa, The College of Idaho, University of Idaho. In addition, in a typical year, Idaho graduates attend post-secondary institutions in about every state in the USA. The full list is available from OSBE-Research on request.

1-Year Go-On Rates

Figure 49: 1-Year Go-On Rates

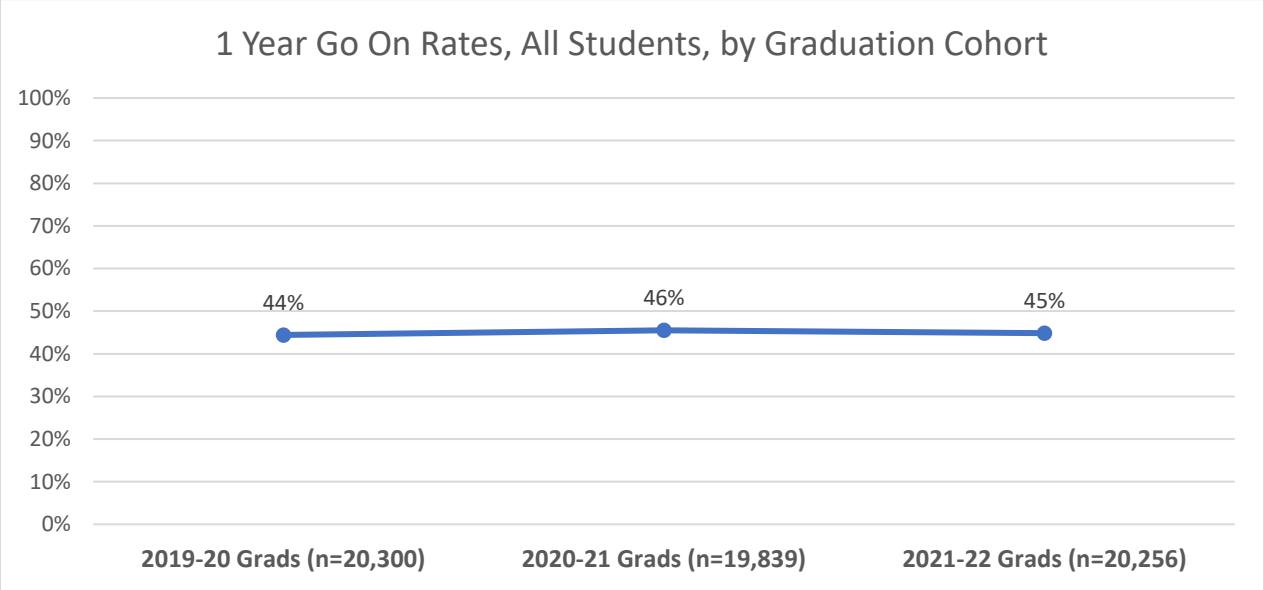


Figure 50: 1-Year Go-On Rates by Race/Ethnicity and Graduation Cohort

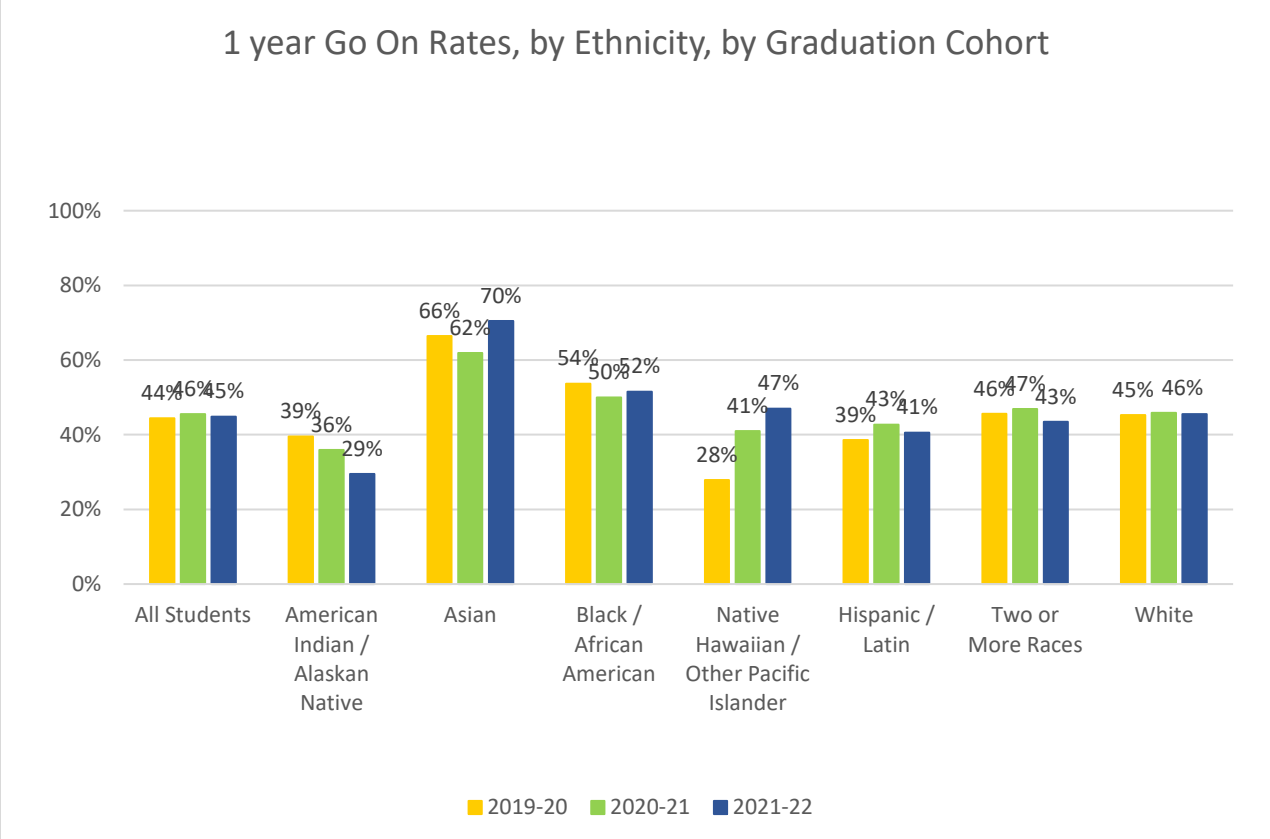
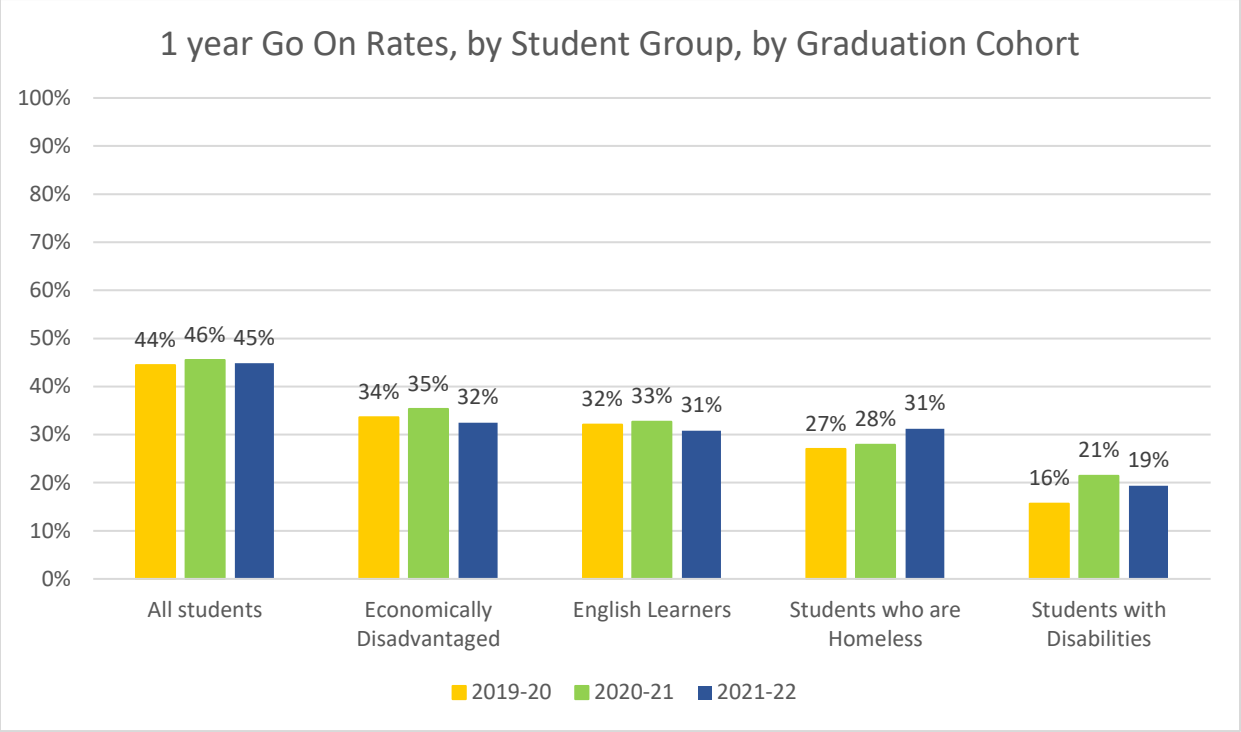


Figure 51: 1-Year Go-On Rates by Student Groups



3-Year Go-On Rates

Figure 52: 3-Year Go-On Rates

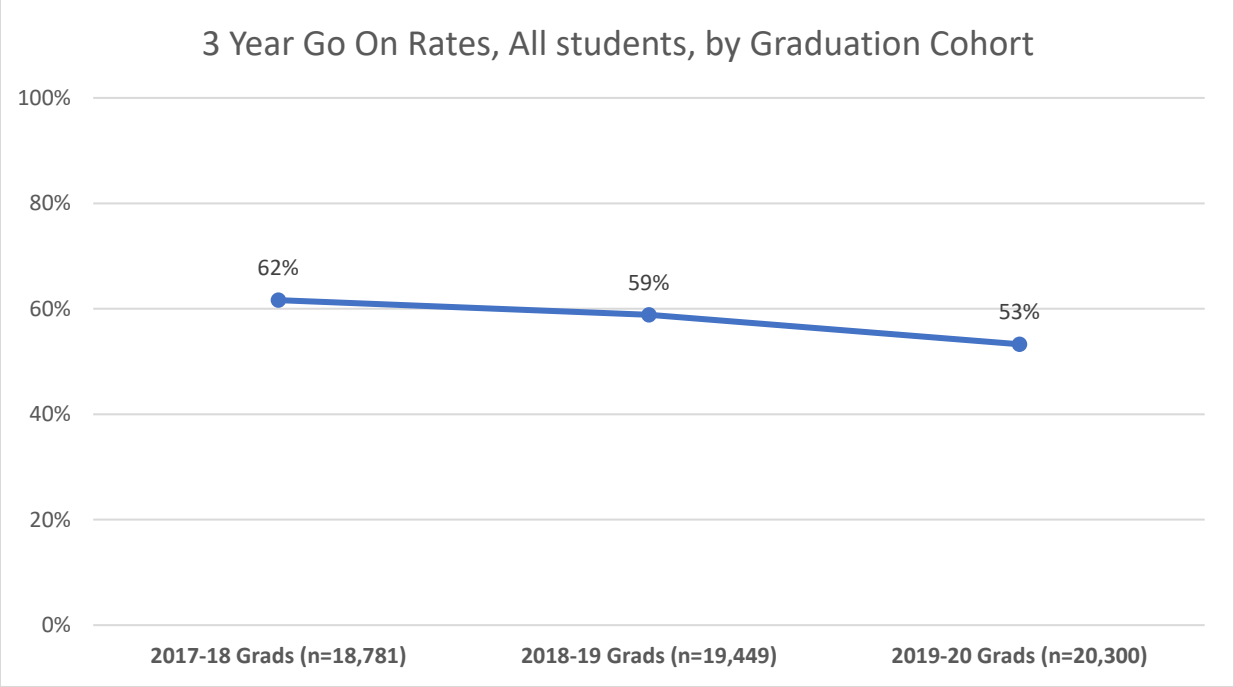


Figure 53: 3-Year Go-On Rates by Race/Ethnicity and Graduation Cohort

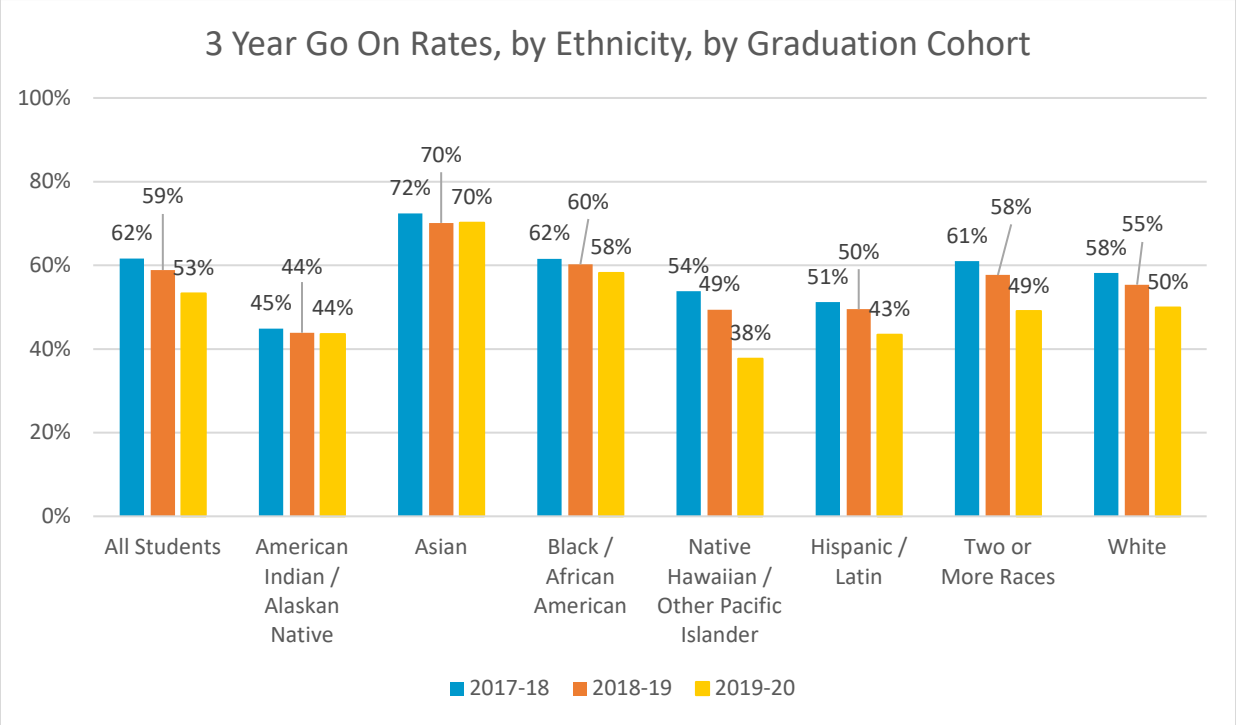
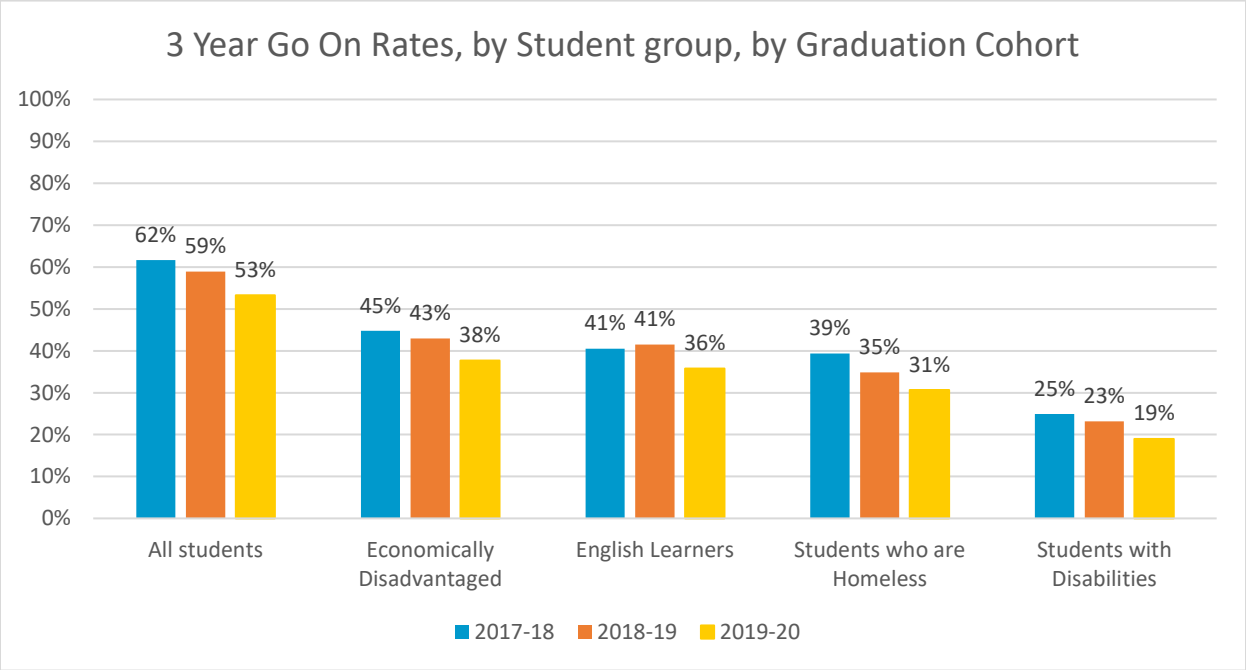


Figure 54 shows that several student groups experienced quite low 3-year go-on rates. The disparity between the highest- and lowest-matriculating groups dropped from 31 percentage points in 2017 to 28 points in 2022.

Figure 54: 3-Year Go-On Rates by Student Groups and Class Cohort



ATTENDANCE AND CHRONIC ABSENTEEISM

For this report, we categorized and analyzed the proportion of reported days a student is in attendance during the school year among all students identified in the official accountability roster of students in attendance in an Idaho school on the first Friday in May. **Adequate Attendance** is defined as attendance on 91%-100% of the days in the entire school year. **Chronic Absence** is defined as attendance on less than 90% of the days in the entire school year. Specifically, chronic absence is further divided into two categories:

- **Chronically absent**: 81%-90% of days in attendance
- **Severely chronically absent**: 80% or fewer days in attendance.

How attendance is calculated

Proportion of Days Reported Positive Attendance = Numerator /Denominator, where:

- Denominator = total number of reported instructional days, at the enrolled school, for the entire year.
- Numerator = total number of instructional days of positive reported attendance for at least 1 hour, at the enrolled school, for the entire school year.

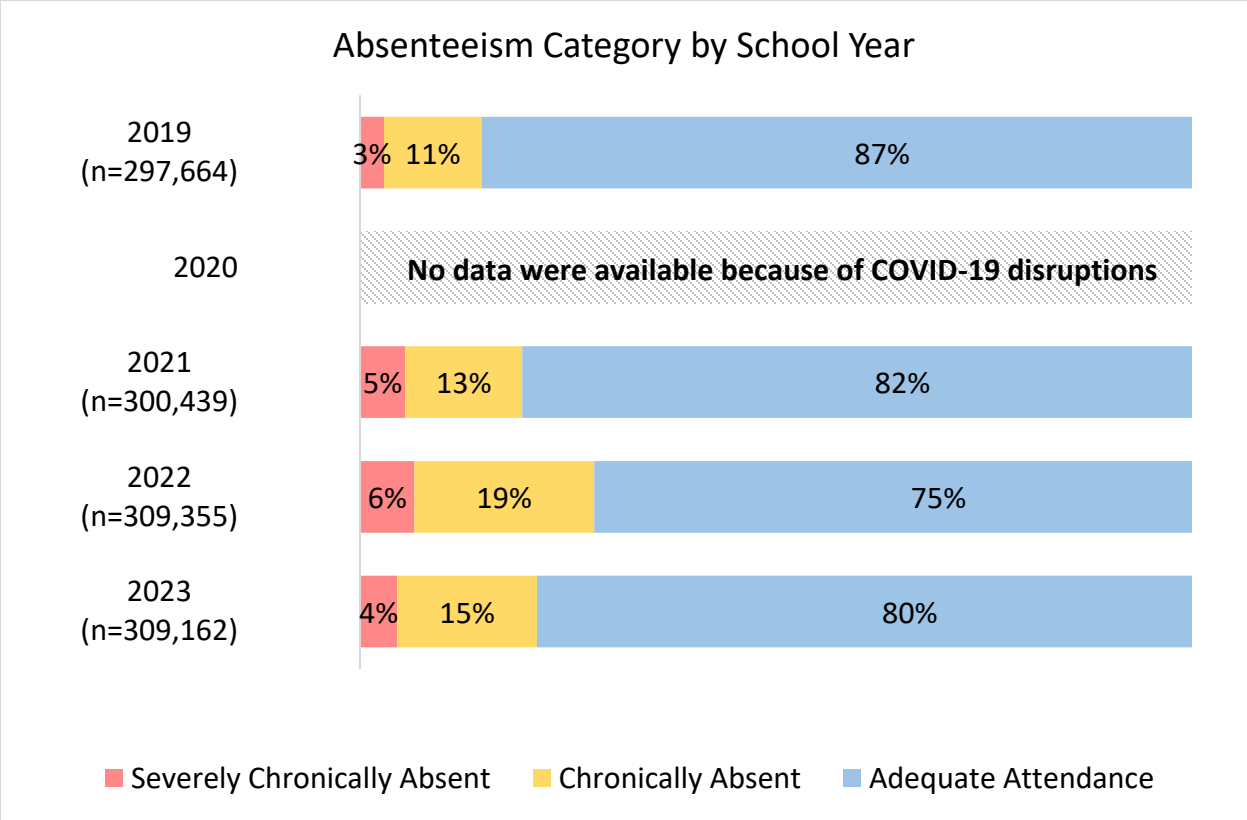
We analyzed those percentages using 10-percentage-point categories.

In all four years, at least 2% of students reported attendance in more than one school. We analyzed and reported students in only a single school, choosing the one with the highest proportion, because we lacked the data required to combine multiple values.

Absenteeism Category per Year

Figure 55 shows the impact of the COVID years on absenteeism, and the recovery that appears to be underway. The proportion attending adequately has partially rebounded from the deep decline post-COVID, hitting 80% this year. This represents a 5-percentage-point increase since last year, a significant portion of the distance back to the pre-COVID level of 87%.

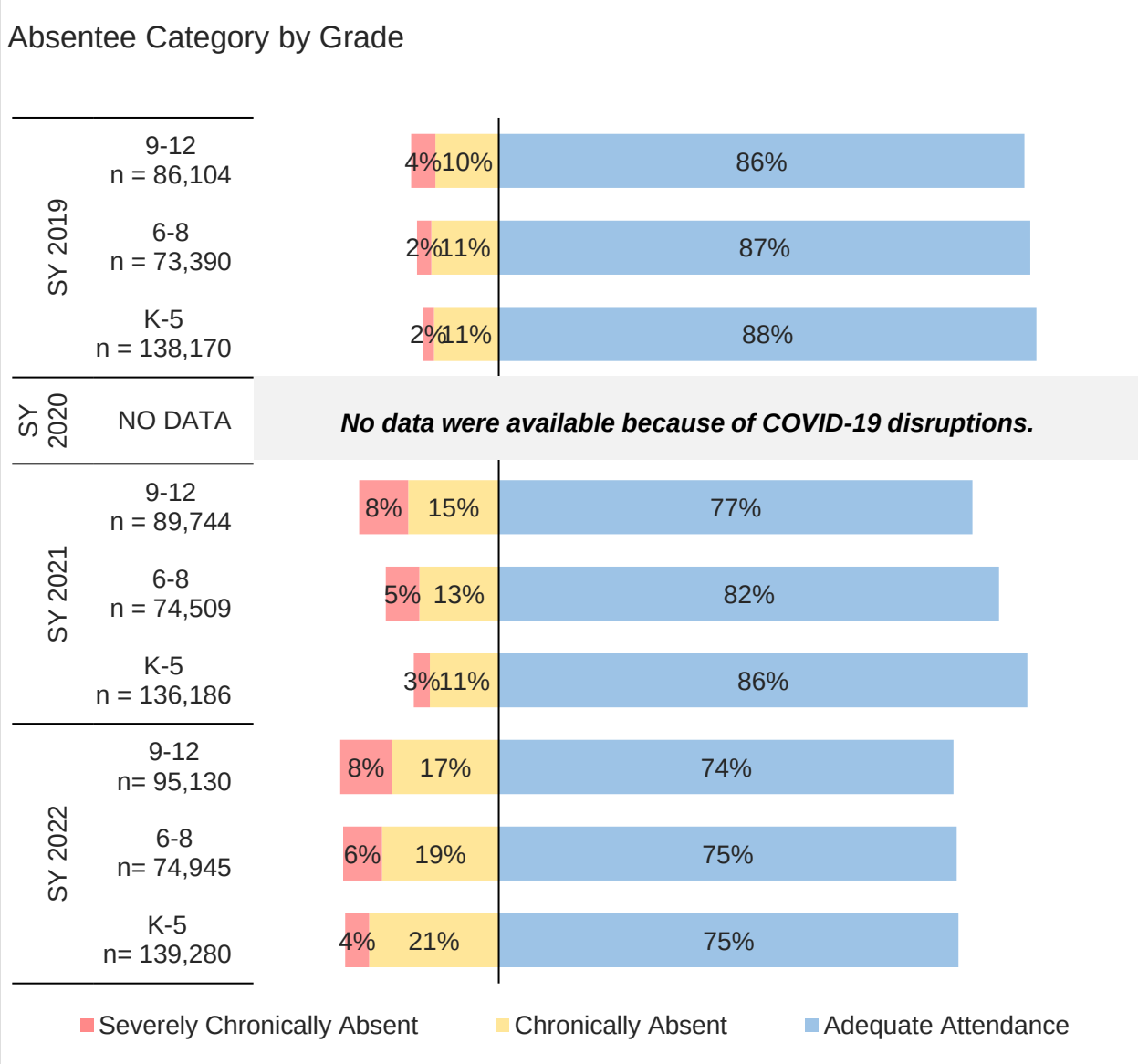
Figure 55: Absenteeism Category– All Students, All Grades



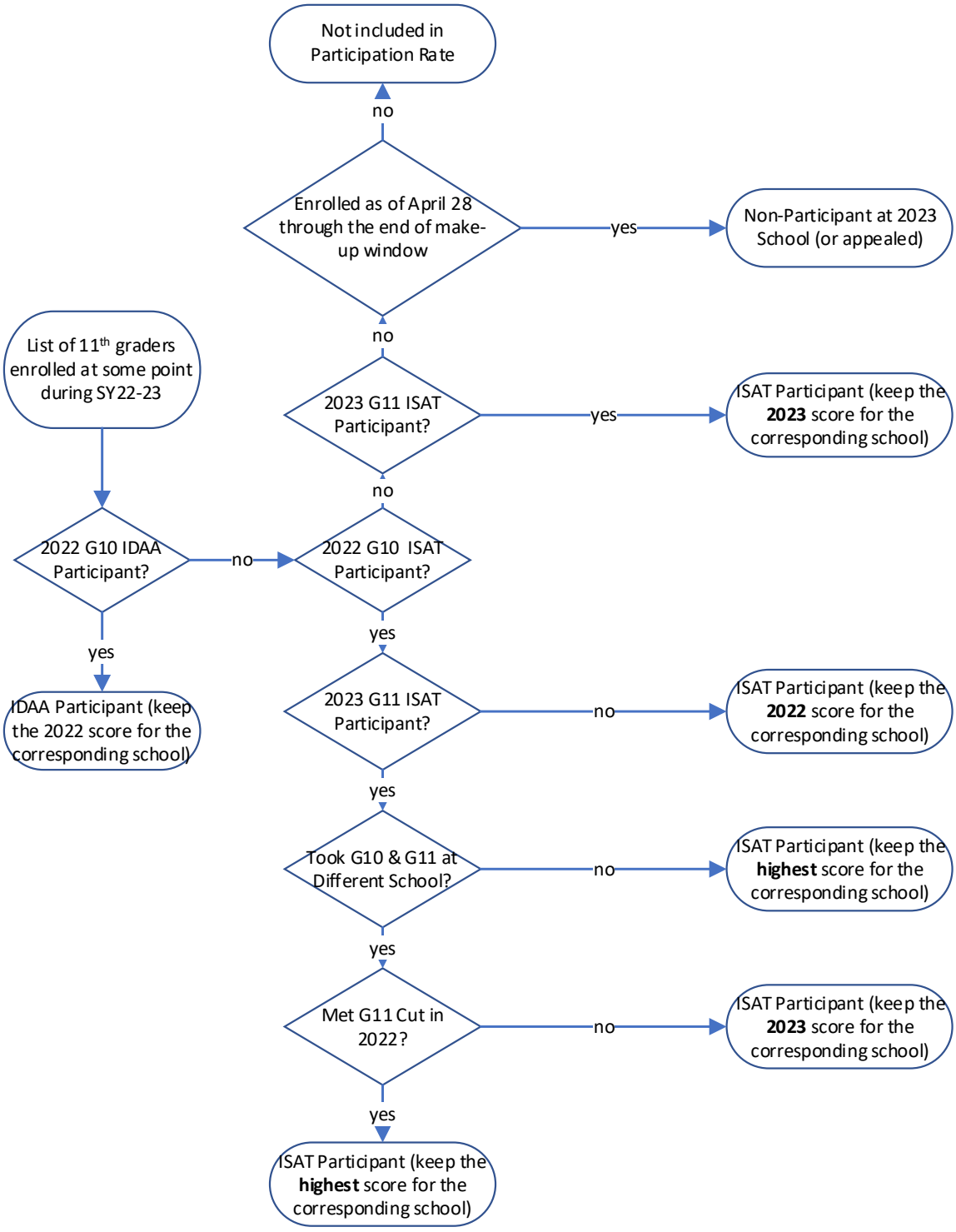
Absenteeism Category by Grade: 2019-2023

Figure 56 shows the impact of the COVID years on absenteeism, and how the apparent recovery manifests across the grades.

Figure 56: Absenteeism Category by Grade



Appendix I. ISAT/IDAA Grade 11 Participation Flow Chart



Idaho State Board of Education

ACCOUNTABILITY OVERSIGHT COMMITTEE

FY 24 RECOMMENDATIONS REPORT

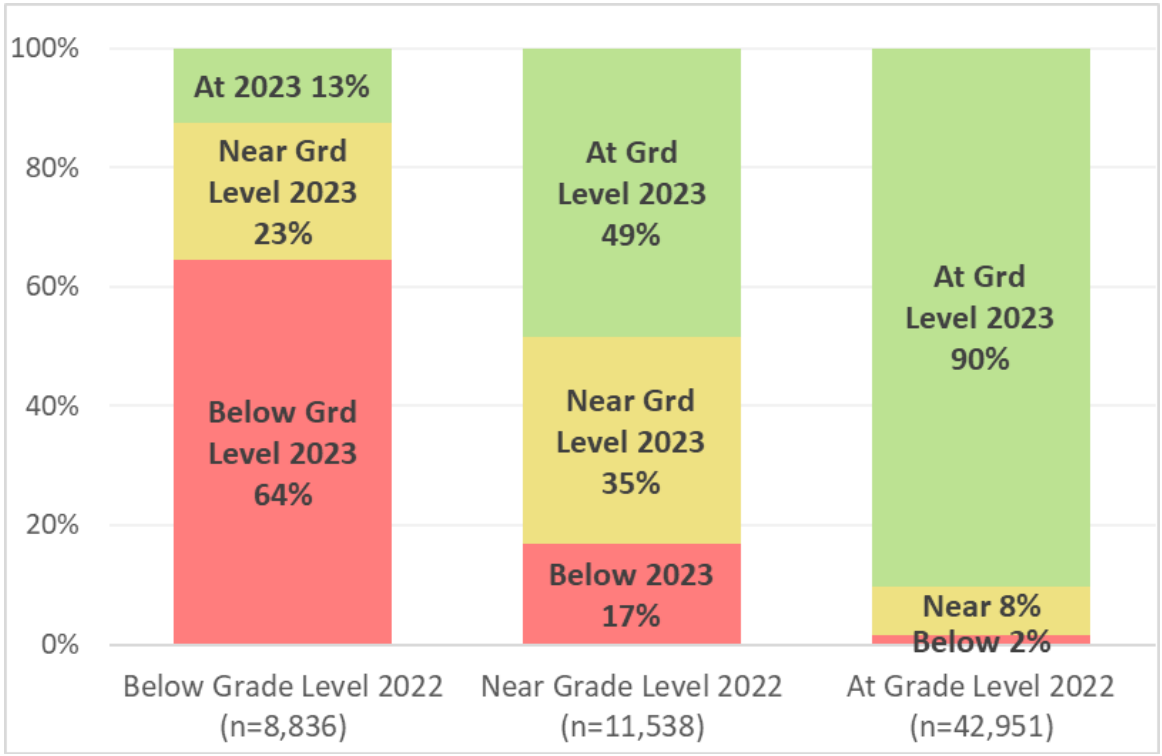
Executive Summary

Positive Findings

- In reviewing IRI data using the old norms, IRI K-3 All Students for spring 2022-23 reached a high of 69% At Grade Level.
- HS ISAT ELA proficiency continues to steadily increase.
- Math mean scale score data shows some improvement in scale scores post-pandemic.
- English Learners performance on the English Language Proficiency Assessment shows students steadily improve over time.
- The American Indian / Alaskan Native group has improved their 3 year Go On rates from 63% in 2017-18 to 76% in 2021-22.

Executive Summary - Early Literacy

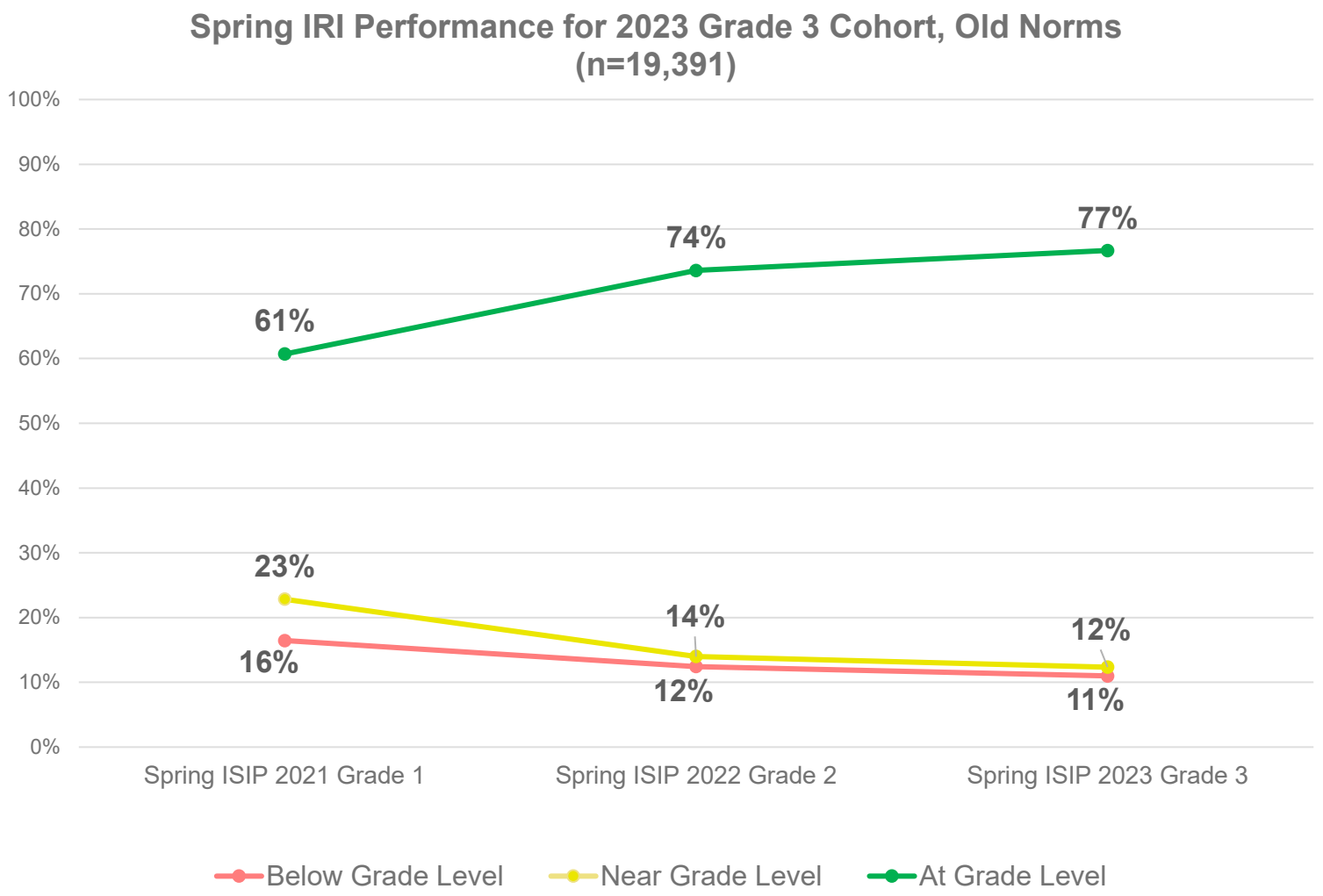
IRI 2022-23 Performance Relative to 2021-22 Score



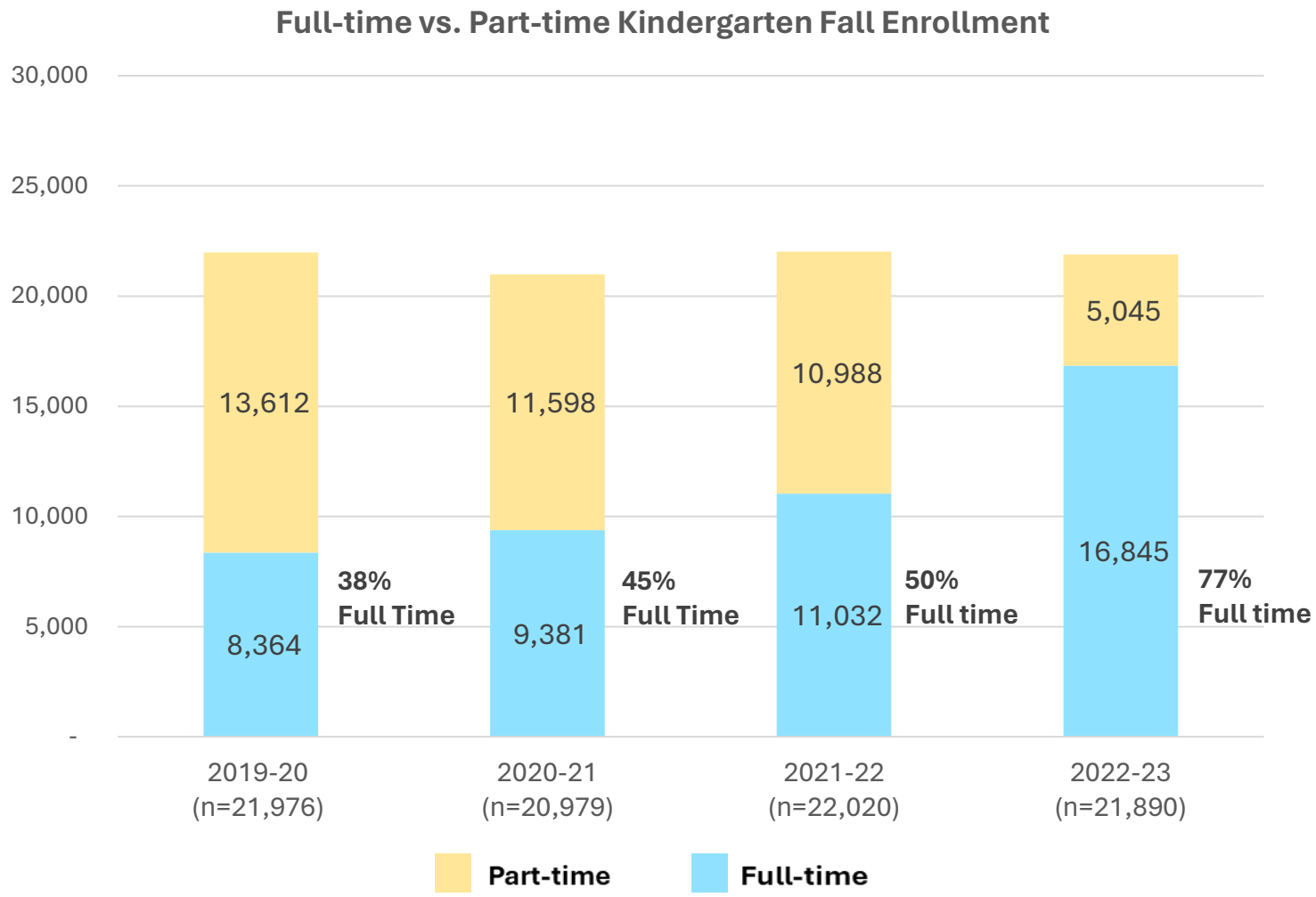
Priority Recommendation

Develop a growth model for IRI that creates fall-to-spring targets at the individual student level to encourage continued growth for all students.

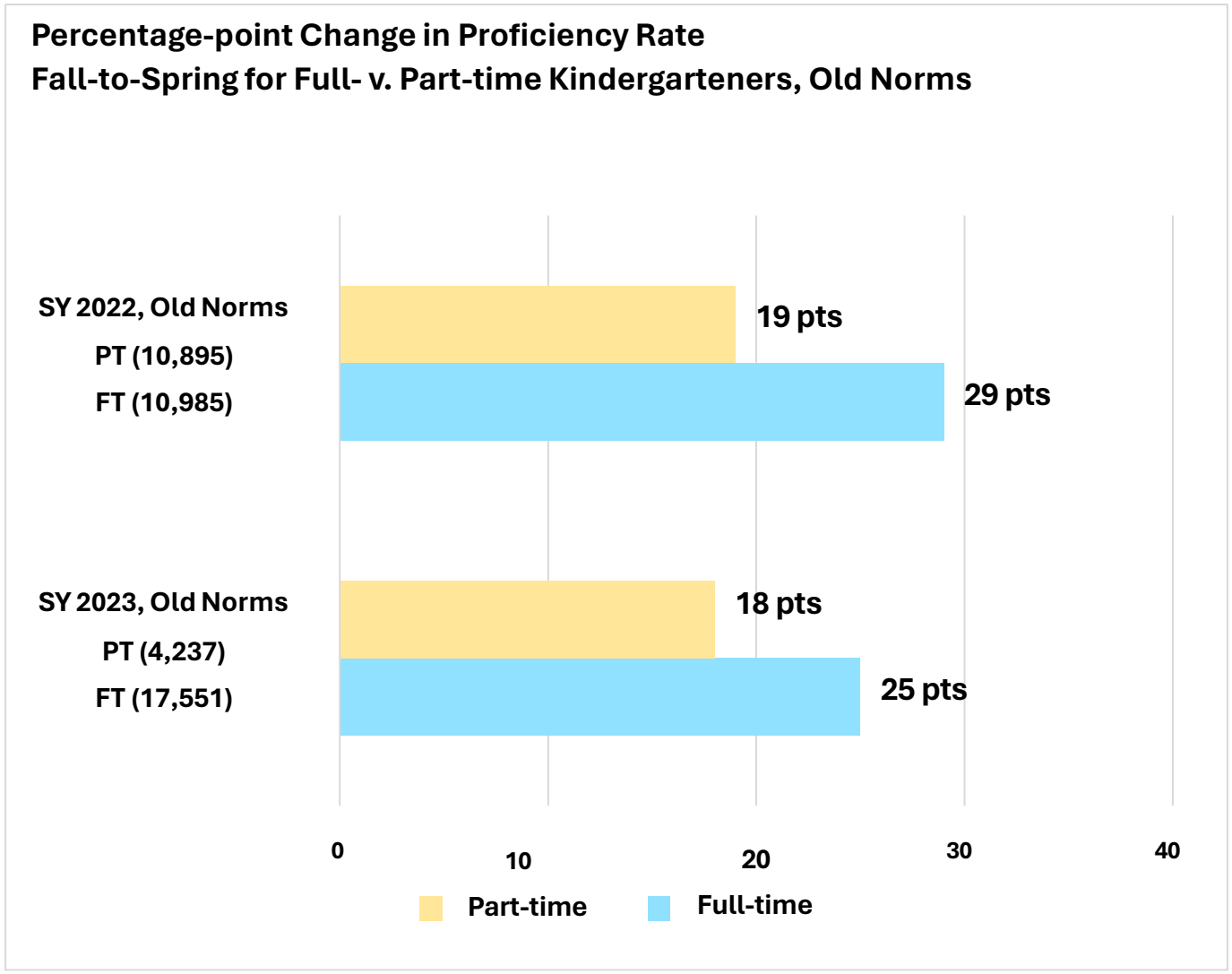
Additional IRI Data - Cohort Data



2022-23 Full-time vs. Part-time K Enrollment

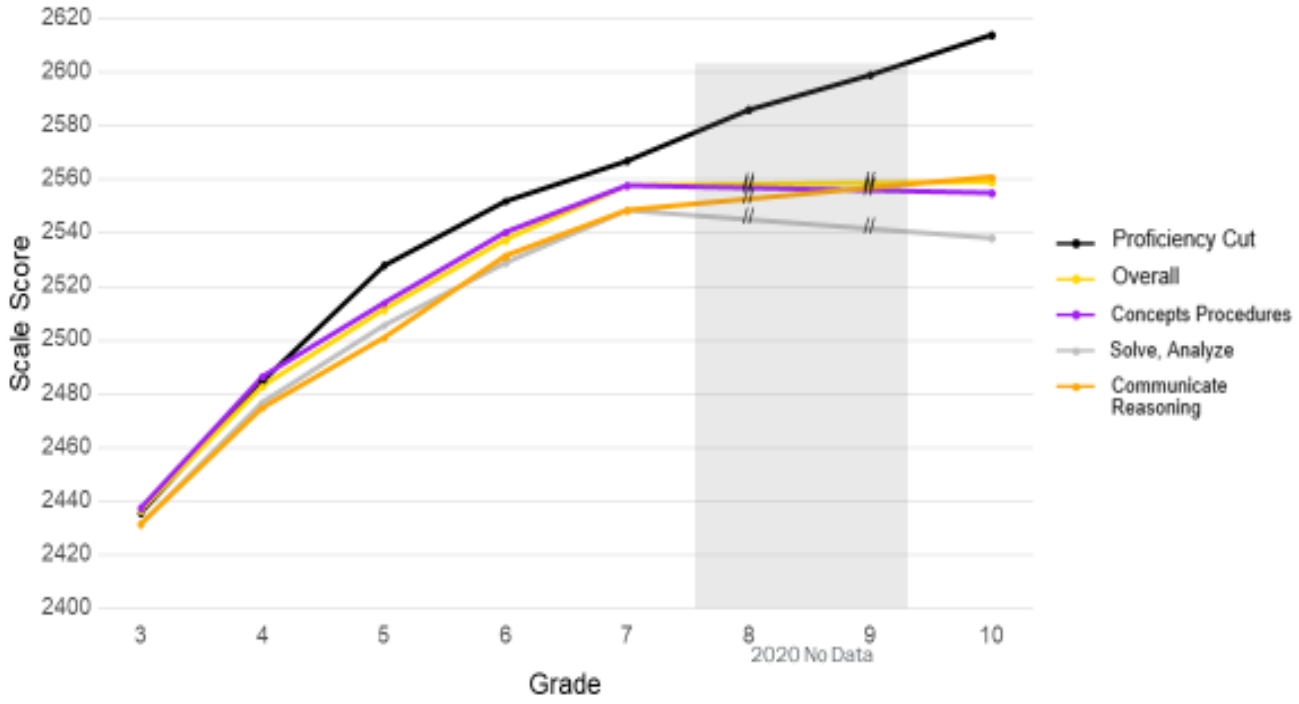


Additional IRI Data - Kindergarten Data



Executive Summary - Middle Grades Math

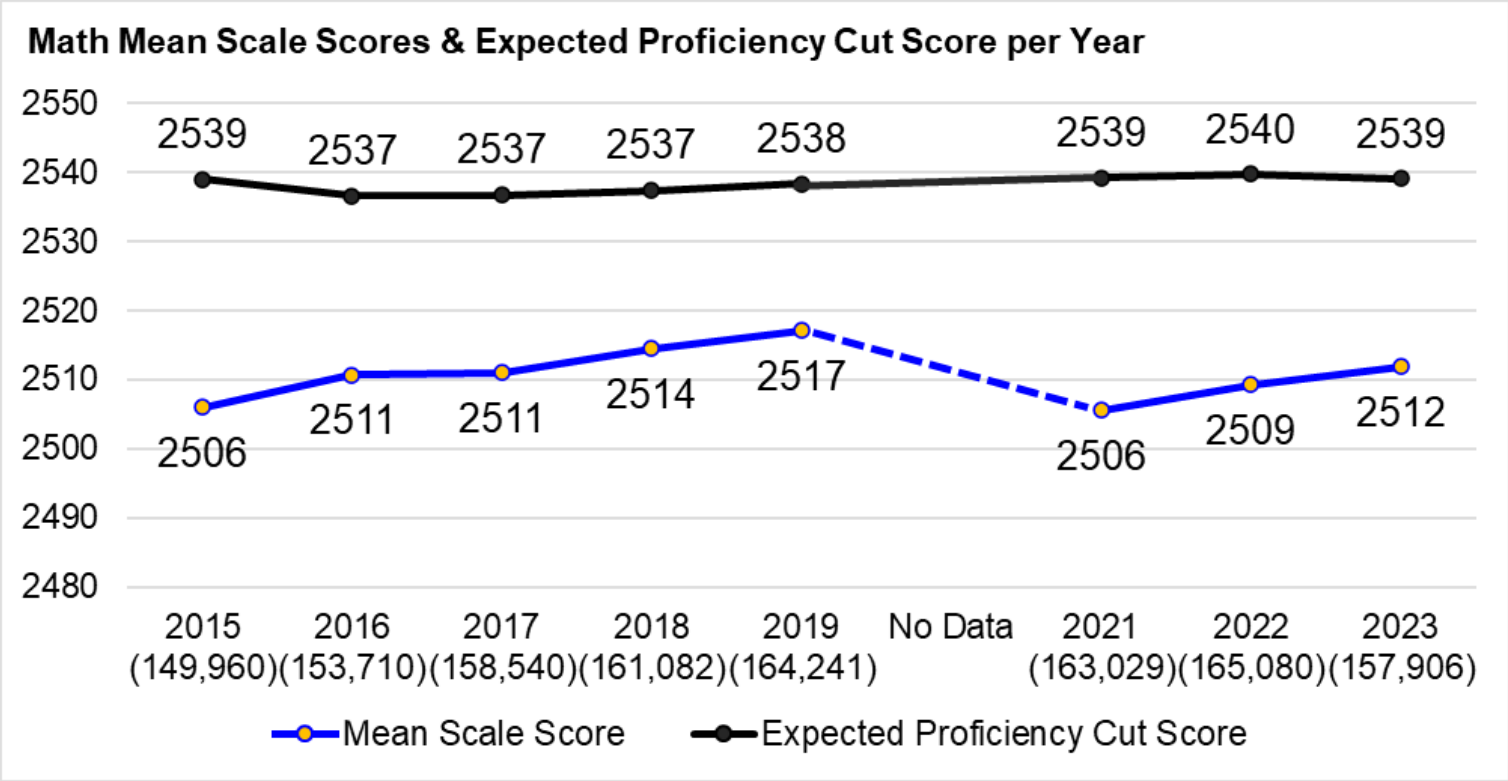
Longitudinal Mean ISAT Math Scale Score, Composite & Claims, 2021-22
Grade 10 Match Cohort (n = 15,998)



Priority Recommendation

Collaborate with Smarter Balanced to create an actionable report on student performance on Idaho's Academic Content Standards for Mathematics.

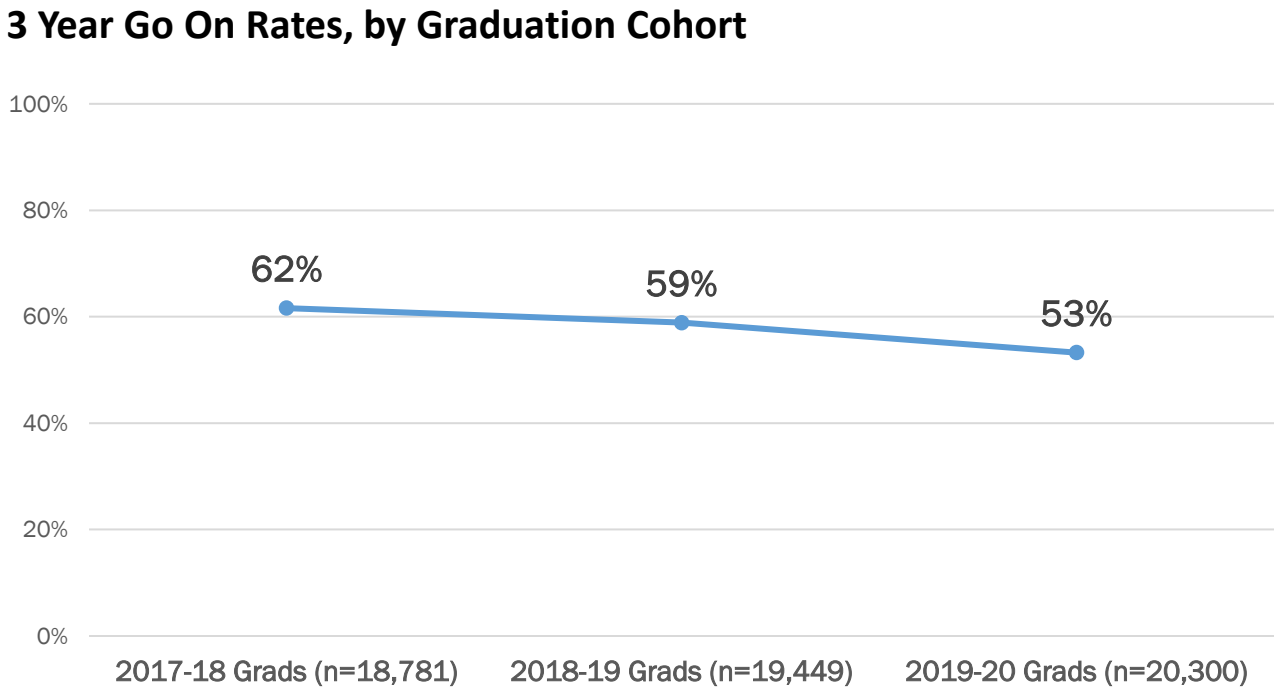
Additional Math Data - ISAT Math Data



***Note**. This graph included just 10th-graders through 2022 but included both 10th-graders (12,615) and 11th-graders (9,173) in the final grade in 2023. This change made a difference in the distance to the cut score in 2023, (27 points instead of 24), and it lowered both the cut score (to 2534) and the Idaho mean scale score (to 2509).*

No data are available in 2020 because of COVID-related lapses in testing.

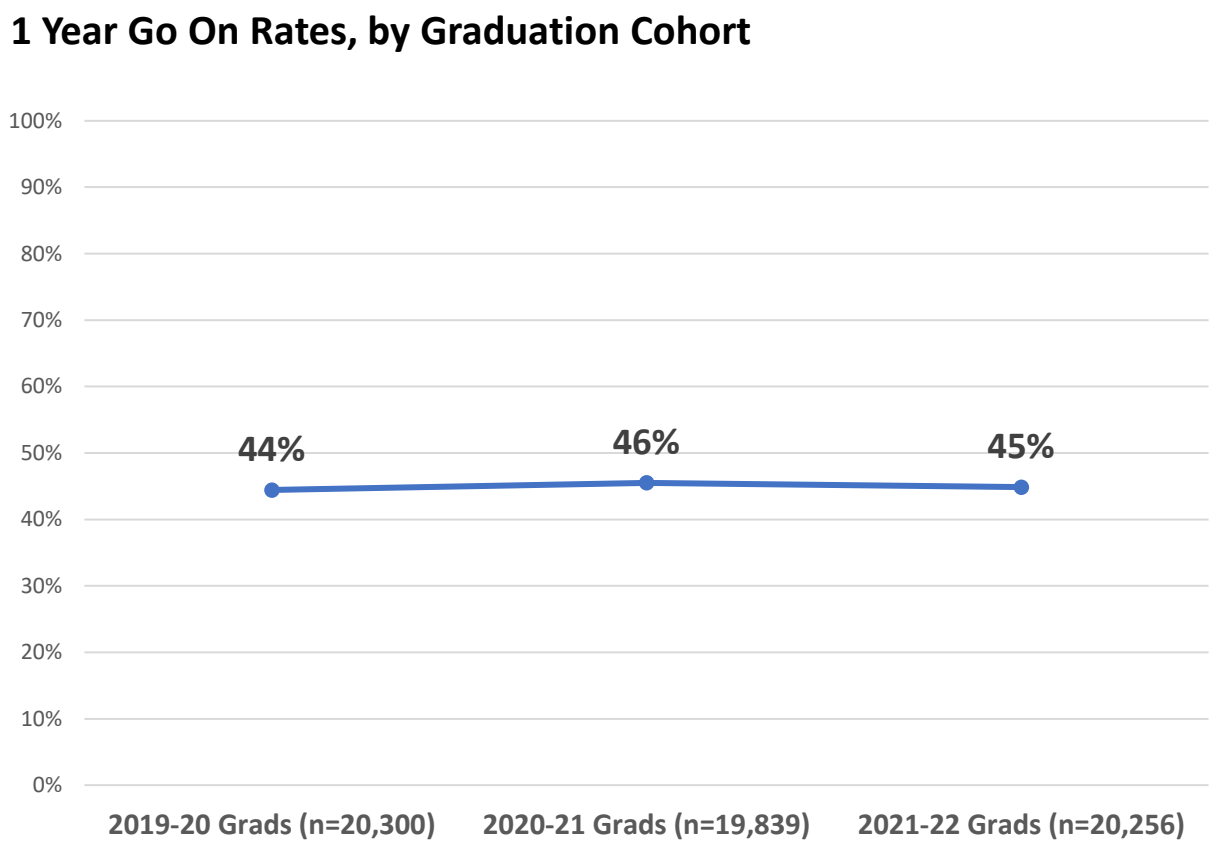
Executive Summary - Go On Rates



Priority Recommendation

In alignment with Launch and Idaho's job market, substantially expand the data reported, to include degrees and certifications completed in high school and a broader range of students' postsecondary choices

Additional Go On Rates Data

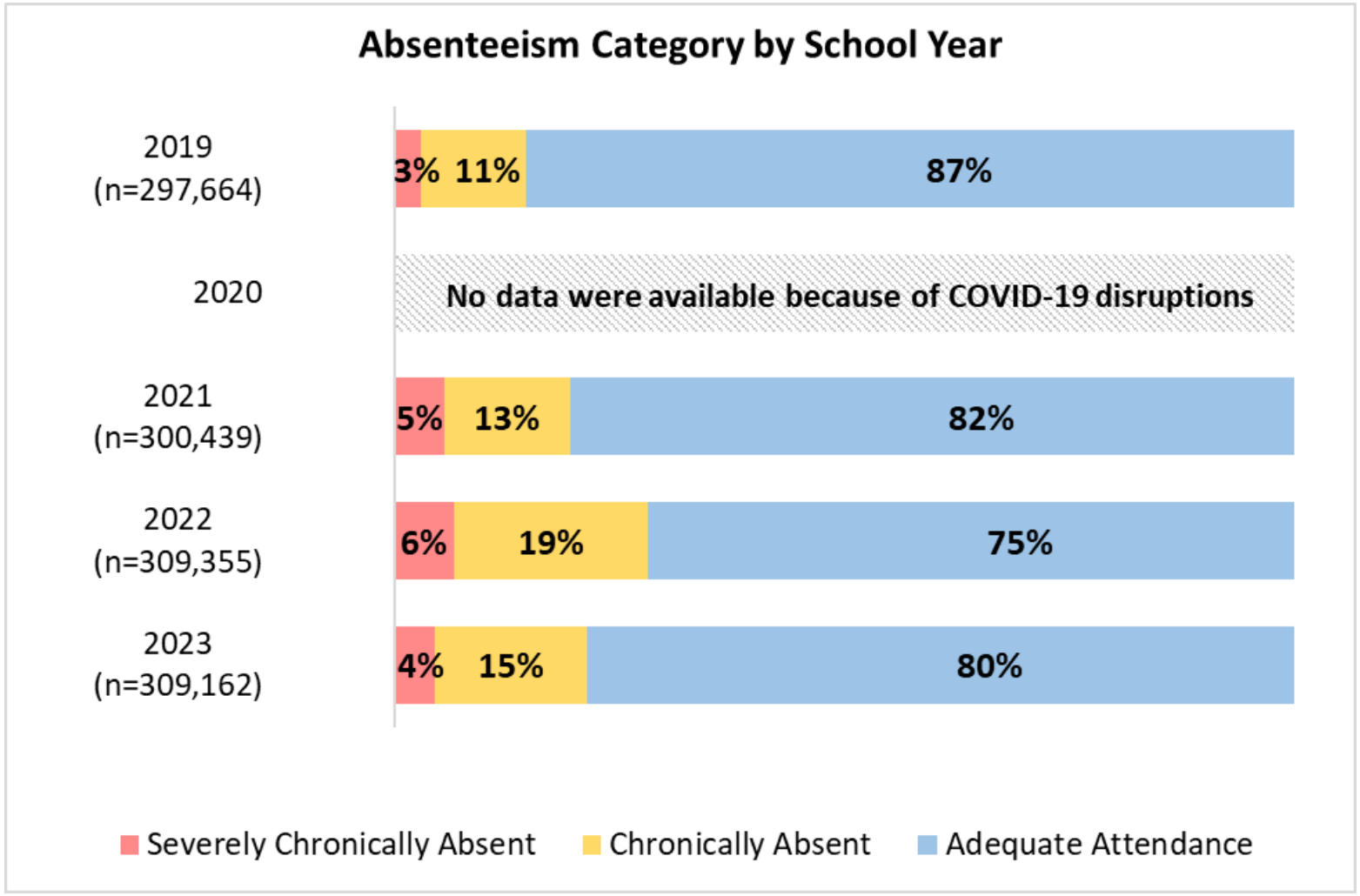


Go On Rates Recommendation Specifics

To better understand the postsecondary work students complete during high school and their postsecondary choices, the AOC recommends that, at a minimum, the state gather and report the following data:

- % of HS grads who earned associate degrees before graduation
- % of HS grads who earned certificates before graduation
- % of HS grads who go on to pursue certificates (1 yr +)
- % of HS grads who enroll in an apprenticeship
- % of HS grads who enter the military
- % of HS grads who sign up for 1 yr + of service (missions, etc.)
- % of HS grads who go on to a community college
- % of HS grads who go on to a 4 year college or university

Absenteeism Data



Next Steps

- Staff will create a stand-alone Executive Summary for distribution.
- Staff will develop a timeline for work with Smarter Balanced to create a report to show student performance on the ISAT Math at the academic standards level.
- The AOC will begin work on a model to create individual student growth targets on the IRI.
- Board and SDE staff will create a plan and timeline for expanding the Go On Rates data.

TAB	DESCRIPTION	ACTION
1	BAHR – INTERCOLLEGIATE ATHLETICS – FY 2023 REVENUE AND EXPENSES REPORTS	Information Item
2	BAHR – INTERCOLLEGIATE ATHLETICS – FY 2023-2024 COMPENSATION REPORTS	Information Item
3	BAHR – INTERCOLLEGIATE ATHLETICS – FY 2024 GENDER EQUITY REPORTS	Information Item
4	BAHR – UNIVERSITY OF IDAHO – ANNUAL UTILITY P3 UPDATE	Information Item
5	IRSA – PROGRAM PROGRESS REPORTS	Information Item
6	PPGA – IDAHO DIGITAL LEARNING ACADEMY ANNUAL REPORT	Information Item
7	PPGA – STRATEGIC PLANS – POSTSECONDAY INSTITUTIONS AND AGENCIES UNDER THE BOARD'S GOVERNANCE	Information Item

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SUBJECT

Intercollegiate Athletics Reports of Revenues and Expenses

REFERENCE

June 2016	Board directed that the universities' National Collegiate Athletics Association (NCAA) "Agreed Upon Procedures Reports" would be provided to the Board and would also serve as the revenues/expenses reporting template for Lewis-Clark State College.

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Responsibility, management, control, and reporting requirements for athletics are detailed in Board Policy V.X. The college and universities are required to submit regular financial reports as specified by the Board office. For the universities, the revenue and expenses reported must reconcile to the NCAA "Agreed Upon Procedures Reports" that are prepared annually and reviewed by the Board's external auditor.

Board policy V.X. establishes limits on how much state appropriation (including appropriated spending authority for tuition and fees) each institution can expend for intercollegiate athletics. Increases to the limits are generally tied to changes to the appropriated funds (General Funds and tuition and fees), or through Board approval. The policy provides a mechanism for Chief Executive Officers to request Board approval for one-time or ongoing changes to the limits when justified on the basis of adding or expanding programs, investing in facility upgrades or repairs, meeting new federal or state regulatory compliance requirements, and/or meeting intercollegiate athletic association or conference requirements. The current policy allows the ability for institutions to increase the student athletic fees without regard to the general education appropriation.

IMPACT

The reports of Revenues and Expenses are presented for each institution for fiscal year 2023 in Attachments 1 through 4.

ATTACHMENTS

Attachment 1	Boise State University
Attachment 2	Idaho State University
Attachment 3	University of Idaho
Attachment 4	Lewis-Clark State College

STAFF COMMENTS AND RECOMMENDATIONS

The Athletics Reports show results for fiscal year 2023. It should be noted that state funds are critical to support the student athletes and athletic programs at the four institutions. Ticket sales, contributions, and program revenues are insufficient to enable the athletic programs to be fully self-supporting.

It should be noted that Idaho State University and University of Idaho both ended FY 2023 in a deficit position. Representatives from all four (4) institutions will be available to respond to questions from Board members if necessary.

BOARD ACTION

This item is for informational purposes only.

BOISE STATE UNIVERSITY ATHLETIC DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES
YEAR ENDED JUNE 30, 2023
(UNAUDITED)

	Football	Men's Basketball	Other Men's Sports	Women's Basketball	Women's Volleyball	Other Women's Sports	Nonprogram Specific	Totals
OPERATING REVENUES								
Ticket Sales	$ 6,112,389	$ 1,488,531	$ -	$ 39,551	$ 22,543	$ 53,877	$ -	$ 7,716,891
Student Fees	-	-	-	-	-	-	4,655,543	4,655,543
Direct Institutional Support	-	-	-	-	-	-	8,325,559	8,325,559
Direct Institutional Support (OST Waivers & Work Study)	1,269,128	194,689	349,348	248,261	191,268	945,362	1,327	3,199,383
Indirect Institutional Support	-	-	-	-	-	-	2,291,716	2,291,716
Guarantees	600,000	-	-	-	-	10,000	-	610,000
Contributions	6,150,707	159,984	159,703	2,552	3,281	612,959	5,652,068	12,741,254
In Kind	406,793	114,736	-	-	-	-	-	521,529
Media Rights	4,202,835	932,412	-	-	-	-	-	5,135,247
NCAA Distributions	605,526	525,650	149,245	92,611	85,487	521,253	-	1,979,772
Conference Distributions	1,622,374	52,056	-	-	-	-	-	1,674,430
Program Novelty Parking Concession	180,680	49,905	-	603	380	791	-	232,359
Royalties Licensing Advertisement Sponsorship	5,133,546	1,079,101	10,500	16,827	10,601	64,065	28,000	6,342,640
Sport Camp Revenues	404,966	76,294	(7,699)	2,282	34,317	184,865	-	695,025
Other Operating Revenue	928,615	127,552	37,515	13,196	213	83,939	2,451,118	3,642,148
Bowl Revenues	889,513	-	-	-	-	-	-	889,513
Total Operating Revenue	28,507,072	4,800,910	698,612	415,883	348,090	2,477,111	23,405,331	60,653,009

BOISE STATE UNIVERSITY ATHLETIC DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2023
(UNAUDITED)

	Football	Men's Basketball	Other Men's Sports	Women's Basketball	Women's Volleyball	Other Women's Sports	Nonprogram Specific	Totals
OPERATING EXPENSES								
Athletic Student Aid	$ 2,308,547	$ 419,594	$ 659,437	$ 498,625	$ 370,347	$ 2,196,733	$ 178,691	$ 6,631,974
Athletic Student Aid (OST Waiver)	1,269,128	194,689	349,347	248,261	191,268	945,362	-	3,198,055
Guarantees	650,000	387,288	-	78,571	19,422	8,442	-	1,143,723
Coaching Salaries Benefits Bonuses	4,763,268	1,681,286	656,541	808,921	397,782	1,809,462	65,712	10,182,972
Support Staff Admin Compensation Benefits and Bonuses	2,165,722	309,271	35,526	125,876	72,336	200,016	9,146,983	12,055,730
Recruiting	531,205	139,663	43,945	64,922	39,313	147,313	-	966,361
Team Travel	1,182,388	822,135	538,619	496,856	200,560	1,369,336	76,267	4,686,161
Sports equipment Uniforms supplies	591,740	39,871	61,893	2,253	7,555	163,554	-	866,866
Game Expenses	824,590	273,470	14,321	143,072	62,780	125,520	69,902	1,513,655
Fund Raising Marketing and Promotion	101,716	22,976	269	13,150	4,150	13,745	553,993	709,999
Sport Camp Expenses	208,715	40,415	-	921	5,162	22,705	-	277,918
Spirit Groups	-	-	-	-	-	-	310,022	310,022
Athletic Facilities Debt Service Leases and Rental Fees	2,564,379	202,102	99,911	202,102	-	399,644	266,429	3,734,567
Direct overhead and Admin Expenses	1,769,552	90,378	152,158	53,252	24,384	429,848	1,251,226	3,770,798
Indirect Institutional Support	-	-	-	-	-	-	2,291,716	2,291,716
Medical Expenses Insurance	33,316	10,946	30,378	4,022	-	27,854	855,932	962,448
Memberships and Dues	65,283	31,575	7,004	16,744	600	18,995	799,033	939,234
Student-Athlete Meals (non-travel)	873,669	78,332	13,076	32,641	18,566	102,632	56,499	1,175,415
Other Operating Expenses	629,140	170,364	67,358	49,154	24,342	212,085	743,464	1,895,907
Bowl Expenses	808,379	-	-	-	-	-	-	808,379
Bowl Expenses Coaching Compensation Bonus	135,105	-	-	-	-	-	-	135,105
Capital	1,928,894	81,350	40,358	81,350	20,715	54,371	188,981	2,396,019
Total Operating Expenses	23,404,736	4,995,705	2,770,141	2,920,693	1,459,282	8,247,617	16,854,850	60,653,024
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENSE BEFORE CARRYFORWARD	5,102,336	(194,795)	(2,071,529)	(2,504,810)	(1,111,192)	(5,770,506)	6,550,481	(15)
CARRYFORWARD (SEE NOTE 7)	-	-	-	-	-	-	15	15
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENSE AFTER CARRYFORWARD	$ 5,102,336	$ (194,795)	$ (2,071,529)	$ (2,504,810)	$ (1,111,192)	$ (5,770,506)	$ 6,550,496	$ -

IDAHO STATE UNIVERSITY
ATHLETICS
6/30/23

		MEN'S BASKETBALL	FOOTBALL	OTHER MEN'S SPORTS	WOMEN'S BASKETBALL	WOMEN'S VOLLEYBALL	OTHER WOMEN'S SPORTS	NON SPECIFIC	FINAL PROGRAM FY23	FINAL BALANCE FY22	BALANCE %CHANGE
REVENUE:											
1	Ticket Sales	61,125	245,226	8,632	25,888	8,270	13,383	3,715	366,239	256,596	42.73%
2	Direct State or Other Government Support	340,312	1,166,572	193,250	381,641	163,898	1,821,215	792,996	4,859,885	5,412,356	-10.21%
3	Student Fees	-	-	-	-	-	-	1,835,362	1,835,362	1,744,850	5.19%
4	Direct Institutional Support	-	-	-	-	-	-	1,234,679	1,234,679	736,400	67.66%
5	Less-Transfers to Institution	-	-	-	-	-	-	-	-	-	0.00%
6	Indirect Institutional Support	-	36,983	5,709	-	-	5,709	165,303	213,703	160,239	33.37%
6A	Indirect Institutional Support - Athletic Facilities Debt Service, Lease and Rental Fees	-	-	-	-	-	-	54,900	54,900	83,375.00	-34.15%
7	Guarantees	355,000	800,000	3,500	40,000	-	5,000	-	1,203,500	1,312,000	-8.27%
8	Contributions	71,868	200,000	49,199	92,139	-	207,873	1,195,410	1,816,489	273,432	564.33%
9	In-Kind	33,592	56,076	2,735	32,022	17,036	35,568	253,013	430,041	475,295	-9.52%
10	Compensation and Benefits Provided by a third party	-	-	-	-	-	-	-	-	-	0.00%
11	Media Rights	-	-	-	-	-	-	77,768	77,768	83,183	-6.51%
12	NCAA Distributions	-	-	-	-	-	-	800,349	800,349	747,515	7.07%
13	Conference Distributions (Non Media or Bowl)	14,119	(150)	209	3,195	3,133	3,521	(506)	23,522	11,163	110.71%
14	Program, Novelty, Parking and Concession Sales	-	238	502	-	-	1,302	19,956	21,998	45,293	-51.43%
15	Royalties, Licensing, Advertisement and Sponsorships	-	-	-	-	-	-	488,154	488,154	456,561	6.92%
16	Sports Camp Revenue	33,886	20,100	14,230	18,342	55,308	110,335	95,183	347,384	220,604	57.47%
17	Athletics Restricted Endowment and Investments Income	-	-	-	-	-	-	-	-	-	0.00%
18	Other Operating Revenue	-	-	1,550	-	-	1,550	200,162	203,262	118,300	71.82%
19	Bowl Revenues	-	-	-	-	-	-	-	-	-	0.00%
	Total Operating Revenue	909,901	2,525,045	279,516	593,226	247,645	2,205,456	7,216,444	13,977,236	12,137,161	15.16%
OPERATING EXPENDITURES:											
20	Athletics Student Aid	249,702	1,208,907	217,802	301,375	206,985	981,122	120,822	3,286,716	3,161,537	3.96%
21	Guarantees	13,000	85,000	-	7,000	-	-	-	105,000	23,723	342.61%
22	Coaching Salaries/Benefits/Bonuses pd by the Univ & Related Entities	341,032	1,222,040	195,430	382,216	200,788	608,748	-	2,950,255	2,749,648	7.30%
23	Coaching Salaries, Benefits and Bonuses paid by Third Party	-	-	-	-	-	-	-	-	-	0.00%
24	Support Staff/Admin Compensation/Benefits/Bonues pd by Univ & Related Entities	19,139	147,676	484	-	716	31,389	1,164,952	1,364,355	1,728,850	-21.08%
25	Support Staff/Admin Compensation/Benefits/Bonuses paid by Third Party	-	-	-	-	-	-	-	-	-	0.00%
26	Severance Payments	-	-	-	-	-	-	-	-	-	0.00%
27	Recruiting	41,975	159,602	13,764	51,382	32,120	64,562	36,450	399,856	354,072	12.93%
28	Team Travel	289,826	520,193	182,215	220,448	106,270	523,857	62,018	1,904,827	1,655,209	15.08%
29	Sports Equipment, Uniforms and Supplies	27,334	408,898	39,490	38,224	21,912	158,552	210,983	905,392	873,305	3.67%
30	Game Expenses	70,889	62,425	12,256	63,390	20,043	38,653	85,130	352,786	534,857	-34.04%
31	Fund Raising, Marketing and Promotion	688	8,068	6	1,517	240	694	33,568	44,781	113,223	-60.45%
32	Sports Camp Expenses	48,640	29	12,249	28,528	44,238	87,356	157,347	378,388	183,019	106.75%
33	Spirit Groups	-	-	-	-	-	-	-	-	-	0.00%
34	Athletic Facilities Debt Service, Leases and Rental Fees	-	-	-	-	-	-	-	-	-	0.00%
35	Direct Overhead and Administrative Expenses	30,668	113,084	7,315	29,372	18,427	33,631	451,902	684,399	619,473	10.48%
36	Indirect Institutional Support	-	36,983	5,709	-	-	5,709	220,203	268,603	243,614	10.26%
37	Medical Expenses and Insurance	-	-	-	1,795	-	-	563,593	565,388	422,161	33.93%
38	Memberships and Dues	790	406	1,617	1,242	-	7,150	72,165	83,369	78,911	5.65%
39	Student-Athlete Meals (non-travel)	12,088	158,316	8,933	26,890	7,808	37,682	11,348	263,066	239,704	9.75%
40	Other Operating Expenses	28,138	50,666	12,816	53,164	18,747	18,156	460,057	641,744	461,260	39.13%
41	Bowl Expenses	-	-	-	-	-	-	-	-	-	0.00%
	Total Operating Expenses	1,173,910	4,182,293	710,085	1,206,543	678,294	2,597,261	3,650,539	14,198,924	13,442,567	5.63%
	Net Increase/Deficit	(264,008)	(1,657,248)	(430,569)	(613,316)	(430,649)	(391,804)	3,565,906	(221,689)	(1,305,406)	83.02%
	VALUE OF NONRESIDENT FEE WAIVERS	161,799	762,461	215,731	274,105	167,719	431,463				

University of Idaho
Intercollegiate Athletics
Schedule of Revenue and Expenses
For the Year Ended June 30, 2023 (unaudited)

ATTACHMENT 3

Operating Revenues	**Football**	**Men's Basketball**	**Other Men's Sports**	**Women's Basketball**	**Women's Volleyball**	**Other Women's Sports**	**Non-Program Specific**	**Grand Total**
Ticket Sales	$ 436,627	$ 86,416	$ 1,554	$ 19,671	$ 3,763	$ 1,703	$ -	**$ 549,733**
Student Fees							1,788,161	**1,788,161**
Direct Institutional Support								
General Education Funds	1,092,313	344,066	199,353	287,573	175,968	461,627	1,611,931	**4,172,831**
Institutional Support Funds	791,840	249,420	144,515	208,467	127,562	334,642	1,168,523	**3,024,969**
Other Institutional Support (includes OST Waivers)	407,189	65,175	135,775	93,040	58,557	307,520	1,058,892	**2,126,148**
Indirect Institutional Support							487,384	**487,384**
Indirect Institutional Support - Athletic Facilities Debt Service, Lease & Rental Fees							1,461,456	**1,461,456**
Guarantees	1,875,000	60,000	104,680	60,000	12,500	11,230		**2,123,410**
Contributions	1,235,065	175,714	300,051	169,598	104,497	599,302	159,676	**2,743,902**
In-Kind	8,400	4,200		4,200			8,400	**25,200**
Compensation & Benefits Provided by 3rd Party	380,000	20,000	6,000	23,000		11,500	15,000	**455,500**
Media Rights							77,768	**77,768**
NCAA Distributions	100,798	26,563	69,316	28,001	24,140	133,526	569,466	**951,810**
Conference Distributions							40,542	**40,542**
Program, Novelty, Parking & Concessions	62,222	8,509		4,802	287	317		**76,137**
Royalties, Licensing, Advertising & Sponsorships	50,000	13,400		5,000			802,128	**870,528**
Sports Camp Revenues	228,970	497						**229,468**
Athletics Restricted Endowment & Investment Income	215,624	26,733	71,055	17,922	30,633	147,675	75,599	**585,241**
Other Operating Revenues	14,999						385,671	**400,670**
Total Operating Revenues	**$ 6,899,047**	**$ 1,080,692**	**$ 1,032,300**	**$ 921,273**	**$ 537,907**	**$ 2,009,041**	**$ 9,710,597**	**$ 22,190,856**
Operating Expenses								
Athletic Student Aid	2,010,730	352,461	720,057	357,493	270,072	1,555,678	164,702	**5,431,194**
Guarantees	330,000	67,000	14,275			31,986		**443,261**
Coaching Salaries, Benefits & Bonuses	1,442,830	499,308	286,421	464,746	246,806	667,642		**3,607,752**
Coaching Salaries, Benefits & Bonuses Paid by 3rd Party	380,000	20,000	6,000	23,000		11,500		**440,500**
Support Staff/Admin Compensation Benefits & Bonuses	277,660	9,944	6,936	1,347	599	8,612	3,381,540	**3,686,638**
Support Staff/Admin Compensation Benefits & Bonuses Paid by 3rd Party							15,000	**15,000**
Recruiting	232,505	62,093	17,275	68,801	34,008	87,549		**502,231**
Team Travel	762,660	305,914	426,530	367,551	159,182	705,967	-	**2,727,804**
Sports Equipment, Uniforms & Supplies	299,707	48,925	67,346	42,123	19,352	124,106	128,128	**729,687**
Game Expenses	231,579	214,867	47,744	140,321	44,799	92,247		**771,557**
Fund Raising, Marketing & Promotion							310,317	**310,317**
Sports Camp Expenses	112,198	-						**112,198**
Spirit Groups							2,500	**2,500**
Athletic Facilities, Debt Service, Leases & Rental Fees							1,461,456	**1,461,456**
Direct Overhead & Administrative Expenses			1,346				37,504	**38,851**
Indirect Institutional Support							487,384	**487,384**
Medical Expenses & Insurance		440					356,862	**357,302**
Memberships & Dues	125	870	2,301			6,045	72,716	**82,057**
Student-Athlete Meals (non-travel)	123,562	13,279	923	5,250	3,467	4,379	103,709	**254,568**
Other Operating Expenses	325,046	92,942	60,094	60,203	28,622	50,254	1,061,979	**1,679,140**
Total Operating Expenses	**$ 6,528,602**	**$ 1,688,044**	**$ 1,657,248**	**$ 1,530,835**	**$ 806,906**	**$ 3,345,965**	**$ 7,583,797**	**$ 23,141,396**
Excess (Deficiency) of Revenues Over (Under) Expenses	**$ 370,445**	**$ (607,352)**	**$ (624,948)**	**$ (609,562)**	**$ (268,999)**	**$ (1,336,924)**	**$ 2,126,800**	**$ (950,540)**
Other Reporting Items								
Total Athletics Related Debt							$ 42,145,000	**$ 42,145,000**
Total Institutional Debt							$ 129,985,000	**$ 129,985,000**

Lewis-Clark State College Intercollegiate Athletics Department
Statement of Revenues and Expenses
For the Year Ended June 30, 2023 (Unaudited)

	Baseball	Men's Basketball	Men's Golf	Men's Tennis	Men's XC	Men's Track	Women's Volleyball	Women's Basketball	Women's Golf	Women's Tennis	Women's XC	Women's Track	Women's Dance/Sprit	Non-Program Specific	Grand Total
Operating Revenues															
01 Ticket Sales	27,274	12,001					3,273	12,001							**54,549**
02 Student Fees														347,984	**347,984**
03 Direct State/Govt Support	257,829	133,622	29,482	18,811	27,324	27,683	125,755	133,835	29,483	18,811	27,324	41,628	0	722,763	**1,594,350**
04 Direct Institutional Support (excludes Out of State Waivers)														206,900	**206,900**
05 Direct Institutional Support (Out of State Waivers)	304,888	107,362	65,405	129,470	9,914	29,426	172,328	92,792	53,024	156,459	28,547	22,866	2,914	92,124	**1,267,519**
06 Indirect Institutional Support														154,708	**154,708**
07 Guarantees															**0**
08 Contributions														385,964	**385,964**
09 In-Kind	16,250	9,250					9,750	7,750							**43,000**
10 Compensation & Benefits Provided by 3rd Party															**0**
11 Media Rights														0	**0**
12 NCAA Distributions															**0**
13 Conference Distributions (Non-Media or Bowl)														1,111,760	**1,111,760**
14 Program, Novelty, Parking & Concessions															**0**
15 Royalties, Licensing, Advertising & Sponsorships															**0**
16 Sports Camp Revenues	21,417	41,104			2,761		5,302	19,669			2,761				**93,014**
17 Athletics Restricted Endowment & Investment Income															**0**
18 Other Operating Revenues															**0**
Total Operating Revenues	**627,658**	**303,339**	**94,887**	**148,281**	**39,999**	**57,109**	**316,408**	**266,047**	**82,507**	**175,270**	**58,632**	**64,494**	**2,914**	**3,022,203**	**5,259,748**
Operating Expenditures															
19 Athletic Student Aid	442,552	203,245	94,588	147,020	24,964	36,326	275,410	211,911	80,771	180,535	47,490	37,666	3,565	92,124	**1,878,167**
20 Guarantees	2,349	15,338	0	0	0	0	0	6,308	0	0	0	0	0	0	**23,995**
21 Coaching Salaries, Benefits & Bonuses	278,096	184,945	29,485	20,976	27,324	41,050	125,774	152,591	29,486	18,811	29,508	42,174	6,558		**986,778**
22 Coaching Salaries, Benefits & Bonuses Paid by 3rd Party															**0**
23 Support Staff/Admin Compensation Benefits & Bonuses														521,678	**521,678**
24 Support Staff/Admin Compensation Benefits & Bonuses Paid by 3rd Party															**0**
25 Recruiting	28,839	19,818	578	25	1,017	698	6,508	4,662	(804)	26	1,017	699	110	2,429	**65,622**
26 Team Travel	102,799	68,463	20,353	27,255	25,864	18,549	55,083	46,620	21,604	28,578	25,829	18,721	0	0	**459,718**
27 Sports Equipment, Uniforms & Supplies	66,457	35,616	6,194	7,979	19,108	24,611	27,463	25,029	8,315	7,678	19,186	24,402	4,980	14,801	**291,819**
28 Game Expenses	19,637	16,401	9,994	654	3,229	6,399	19,107	18,862	9,988	522	3,276	5,664	500	34,665	**148,898**
29 Fund Raising, Marketing & Promotion															**0**
30 Sports Camp Expenses	7,726	10,514			2,279		0	4,997			2,279			0	**27,795**
31 Spirit Groups															**0**
32 Athletic Facilities, Debt Service, Leases & Rental Fees															**0**
33 Direct Overhead & Administrative Expenses															**0**
34 Indirect Institutional Support	16,250	9,250	0	0	0	0	9,750	7,750	0	0	0	0	0	154,708	**197,708**
35 Medical Expenses & Insurance														17,070	**17,070**
36 Memberships & Dues															**0**
37 Other Operating Expenses	3,327	290	24	0	27	24	2,118	3,397	24	50	27	24	32	557,229	**566,593**
Total Operating Expenditures	**968,032**	**563,880**	**161,216**	**203,909**	**103,812**	**127,657**	**521,213**	**482,127**	**149,384**	**236,200**	**128,612**	**129,350**	**15,745**	**1,394,704**	**5,185,841**
Excess (Deficiency) of Revenues Over (Under) Expenses	**(340,374)**	**(260,541)**	**(66,329)**	**(55,628)**	**(63,813)**	**(70,548)**	**(204,805)**	**(216,080)**	**(66,877)**	**(60,930)**	**(69,980)**	**(64,856)**	**(12,831)**	**1,627,499**	**73,907**
Other Reporting Items															
38 Conference Realignment Expenses														0	0
39 Total Athletics Related Debt														0	0
40 Total Institutional Debt														3,837,368	3,837,368
41 Value of Athletics Dedicated Endowments														2,375,368	2,375,368
42 Value of Institutional Endowments														12,791,174	12,791,174

SUBJECT

Intercollegiate Athletics Employee Compensation Report

REFERENCE

April 2023 Board received FY 2022-23 athletics compensation reports

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/ DISCUSSION

The attached reports show actual compensation figures for FY2023 and estimated compensation figures for FY2024. The sources of funding for athletic department positions vary widely. A number of the most highly paid coaching positions are funded entirely from program revenues.

IMPACT

The reports detail the contracted salary received by athletics administrators and coaches, including bonuses, supplemental compensation and perquisites, if applicable.

ATTACHMENTS

Attachment 1 – Boise State University	FY23 Actual
Attachment 2 – Boise State University	FY24 Estimate
Attachment 3 – Idaho State University	FY23 Actual
Attachment 4 – Idaho State University	FY24 Estimate
Attachment 5 – University of Idaho	FY23 Actual
Attachment 6 – University of Idaho	FY24 Estimate
Attachment 7 – Lewis-Clark State College	FY22 Actual
Attachment 8 – Lewis-Clark State College	FY24 Estimate

STAFF COMMENTS AND RECOMMENDATIONS

The Board has delegated, through Board Policy II.B., personnel management authority to the president of each institution, except for those responsibilities specifically retained by the Board. Board policy II.H. authorizes the president of an institution to enter into a contract for the services of a coach or athletic director with that institution for a term of up to three (3) years. A contract with a term (whether fixed or rolling) of more than three (3) years, or with a total annual compensation amount of $350,000 or higher, is subject to approval by the Board.

BOARD ACTION

This item is for informational purposes only.

ATTACHMENT 1

Intercollegiate Athletics Compensation Report
Boise State University
FY23 Budgeted Base Salary and Actual Other Compensation

				Compensation				Contract Bonus			Perks				Funding		
PCN	Depart/Name/Title		Athletic FTE	Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
	Athletic Administration																
1349	Michael Walsh	Assoc AD, Business Development & Innovation	1.00	94,370	-	400	500	-	-	-	No	No	No	No		94,770	500
1523	Kathryn Chase	NCAA Compliance (Financial Aid)	1.00	57,117	-	-	-	-	-	-	No	No	No	No	57,117	-	-
1700	Heather Berry	Sr. Associate AD, HR Services & Chief of Staff	1.00	115,003	-	600	2,500	-	-	-	No	No	No	No		115,603	2,500
1701	Jeramiah Dickey	Executive Director, Athletics	1.00	429,915	-	-	4,000	32,500	7,500	40,000	Yes	Yes	No	Yes		509,915	4,000
1702	Vacant / Delete PCN	Sr. Assoc AD, Strat Plan & Cap Proj	1.00	115,794	-	-	2,500	-	-	-	No	No	No	No		115,794	2,500
1711	Marc Paul	Assoc AD Sports Performance Health & Wellness	1.00	105,019	-	-	2,000	-	-	-	No	No	No	No		105,019	2,000
1715	Tyler Smith	Director SPHW	1.00	75,733	-	-	750	-	-	-	No	No	No	No	75,733	-	750
1717	Christina Van Tol	Sr Assoc AD, SWA	1.00	143,416	-	-	2,500	-	-	-	No	Yes	No	No	143,416	-	2,500
1724	Kelsey Messer	Head Cheer/Dance Coach	1.00	44,387	-	-	1,000	-	-	-	No	No	No	No		44,387	1,000
1725	Krysta Fryer	Assistant Athletic Trainer	1.00	44,429	-	-	500	-	-	-	No	No	No	No		44,429	500
1726	Bradley Kimble	Assistant AD, SPHW- Football	1.00	104,666	-	-	1,000	-	-	-	No	No	No	No		104,666	1,000
1727	Doug Link	Associate Director, Athletic Media Relations	1.00	53,872	-	-	500	-	-	-	No	No	No	No		53,872	500
1736	Cameron Howard	Director of Community & Fan Engagement	1.00	51,542	-	400	750	-	-	-	No	No	No	No		51,942	750
1739	Garrett Ton	Assistant AD, Facility Operations	1.00	67,454	-	5,000	1,000	-	-	-	No	No	No	No		72,454	1,000
1740	Craig Lawson	Director, Athletic Media Relations	1.00	67,517	-	371	-	-	-	-	No	No	No	No		67,888	-
1741	Christopher Nichol	Academic Advisor, Director of Tutor Program	1.00	53,789	-	-	500	-	-	-	No	No	No	No	53,789	-	500
1742	Julie Rising	Assistant AD, Events	1.00	69,077	-	8,500	1,000	-	-	-	No	No	No	No		77,577	1,000
1743	Naomi Lam	Assistant Business Manager	1.00	45,906	2,000	105	500	-	-	-	No	No	No	No		46,011	2,500
1749	Vacant	Assistant Athletic Trainer	1.00	47,133	-	-	500	-	-	-	No	No	No	No		47,133	500
1751	Jordan Feeney	Facility Operations Supervisor	1.00	61,006	-	9,000	750	-	-	-	No	No	No	No		70,006	750
1753	Raul Ibarra	Assistant Director, Athletic Equipment Operations	1.00	50,710	-	900	500	-	-	-	No	No	No	No		51,610	500
1758	Lucas Johnson	Assistant Director, Sports Perf. Coach	1.00	43,680	800	-	-	-	-	-	No	No	No	No		43,680	800
1759	Brenda Robinson	Associate AD, CFO	1.00	95,014	2,000	1,800	2,000	-	-	-	No	No	No	No	95,014	1,800	4,000
1760	Taylor Harding	Assistant Athletic Trainer	1.00	47,133	-	-	500	-	-	-	No	No	No	No		47,133	500
1761	Lauren Sale	Associate Director, Sports Performance Coach	1.00	41,246	-	-	500	-	-	-	No	No	No	No		41,246	500
1763	Nathan Lowery	Associate Sports Info Director	1.00	50,502	-	-	500	-	-	-	No	No	No	No		50,502	500
1764	Justin LaChapelle	Athletic Technical Support Specialist	1.00	54,829	-	-	500	-	-	-	No	No	No	No		54,829	500
1766	Robert Kautz	Assistant Director of Compliance	1.00	42,910	-	-	500	-	-	-	No	No	No	No		42,910	500
1767	Vacant	Assistant AD, Athletic Equipment Operations	1.00	68,016	-	-	500	-	-	-	No	No	No	No		68,016	500
1768	Michael (Alex) Bell	Director, Creative Services	1.00	56,992	-	-	750	-	-	-	No	No	No	No		56,992	750
1769	James Gerfen	Ticket Service Coordinator	1.00	48,214	-	1,700	500	-	-	-	No	No	No	No		49,914	500
1770	Daryn Colledge	Director of Development, Varsity B	1.00	51,542	-	-	500	-	-	-	No	No	No	No		51,542	500
1773	Brandon Voigt	Director, Athletic Training - Football	1.00	73,840	-	-	750	-	-	-	No	No	No	No		73,840	750
1774	Vacant / Delete PCN	Associate AD, Strategic Comm	1.00	11,661	-	-	2,500	-	-	-	No	No	No	No		11,661	2,500
1776	Jordan Britton	Business Manager	1.00	56,992	3,000	-	750	-	-	-	No	No	No	No	56,992	-	3,750
1834	Colby Harms	Assistant Director, Graphic Design - Football	1.00	46,010	-	-	250	-	-	-	No	No	No	No		46,010	250
1941	Jarred Nelson	Assistant Director, Sports Performance Coach	1.00	47,029	-	-	250	-	-	-	No	No	No	No		47,029	250
2403	Stephanie Donaldson	Director, Athletic Performance Psychology	1.00	109,637	-	-	1,000	-	-	-	No	No	No	No		109,637	1,000
3005	Vacant	Assistant Director, Development	1.00	50,003	-	-	1,000	-	-	-	No	No	No	No		50,003	1,000
3023	Cody Smith	Associate AD, Facility & Ops	1.00	88,005	-	15,000	2,000	-	-	-	No	No	No	No		103,005	2,000
3064	Dominic Shelden	Assistant AD, Creative Serivces	1.00	74,090	-	-	1,000	-	-	-	No	No	No	No		74,090	1,000
3110	Alissa Lauer	Academic Advisor	1.00	47,424	-	-	500	-	-	-	No	No	No	No		47,424	500
3125	Vacant	Asst AD, Marketing & Community Engagement	1.00	84,027	-	500	1,000	-	-	-	No	No	No	No		84,527	1,000
3132	Jennifer Bellomy	Assistant AD, Compliance	1.00	75,213	-	-	1,000	-	-	-	No	No	No	No		75,213	1,000
3145	Gabe Rosenvall	Associate AD, Student-Athlete Academic Services	1.00	98,758	-	-	2,000	-	-	-	No	No	No	No	98,758	-	2,000
3150	Vacant	Social Media Content Strategist	1.00	44,970	-	-	500	-	-	-	No	No	No	No		44,970	500
3154	Joshua Bender	Interim Assistant AD (Director, Marketing & Promotio	1.00	51,542	-	1,300	750	-	-	-	No	No	No	No		52,842	750
3167	Sara Swanson Whiles	Assistant AD, Student-Athlete Development	1.00	70,886	-	-	1,000	-	-	-	No	No	No	No		70,886	1,000
3188	Jacob Howell	Director, Donor Relations & Events	1.00	50,502	-	250	500	-	-	-	No	No	No	No		50,752	500
3410	Vacant / Delete PCN	Director of Athletic Administration	1.00	26,489	-	-	500	-	-	-	No	No	No	No		26,489	500
3502	Andy Atkinson	Director, Ath Info & Digital Tech	1.00	83,450	-	-	1,000	-	-	-	No	No	No	No		83,450	1,000
3529	Jodie Faulk	Director of Compliance	1.00	51,376	-	-	750	-	-	-	No	No	No	No		51,376	750
3530	Tyler Whitmer	Assistant AD, SPHW - Olympic Sports Perform	1.00	80,288	-	-	1,000	-	-	-	No	No	No	No		80,288	1,000
3545	Chris Apenbrink	Assistant Director, Ticket Operations	1.00	46,010	-	-	250	-	-	-	No	No	No	No		46,010	250
3549	Nathan Burk	Sr. Associate AD, Compliance	1.00	115,003	-	-	2,500	-	-	1,000	No	No	No	No		116,003	2,500
3563	Eric Kile	Director, Student Athlete Learning Center	1.00	57,741	-	-	750	-	-	-	No	No	No	No	57,741	-	750
3584	Molly Lenty	Assistant AD, Bronco Athletic Association	1.00	80,662	-	-	1,000	-	-	-	No	No	No	No		80,662	1,000
3805	Keita Shimada	Assistant AD, SPHW - Olympic Sports Medicine	1.00	80,288	-	-	1,000	-	-	-	No	No	No	No		80,288	1,000
3806	Abigail Bass	Assistant Athletic Trainer	1.00	46,488	840	600	500	-	-	-	No	No	No	No		47,088	1,340
3950	Rene Barraza	Asst Manager, Athletic Events and Facilities	1.00	46,613	-	1,400	500	-	-	-	No	No	No	No		48,013	500
3970	Syringa Larson	Director of Stdnt-Ath Med Supprt Services	1.00	53,435	940	-	750	-	-	-	No	No	No	No		53,435	1,690
4023	Vacant / Delete PCN	Assistant Director, Ticket Operations	1.00	51,002	-	1,500	500	-	-	-	No	No	No	No		52,502	500
4030	Andrew Bondi	Director of Ticket Operations	1.00	55,661	-	-	-	-	-	-	No	No	No	No		55,661	-
4130	Kathy Haumann	Business Operations Manager, BAA	1.00	60,403	-	-	500	-	-	-	No	No	No	No		60,403	500
4149	McKenna Drevno	Assistant Athletic Trainer - FB	1.00	44,429	-	720	500	-	-	-	No	No	No	No		45,149	500
4165	Kacey Huntington	Assistant Business Manager	1.00	48,381	2,000	-	500	-	-	-	No	No	No	No	48,381	-	2,500
4174	Cody Gougler	Sr. Associate AD, External Affairs	1.00	116,043	-	-	2,500	-	-	-	No	Yes	No	No		116,043	2,500
4185	Jake Mankin	Associate AD, Ticket Sales & Operations	1.00	94,370	-	1,000	2,000	-	-	-	No	No	No	No		95,370	2,000
4198	Jacob Isaacson	Assistant Director, Graphic Design	1.00	47,757	-	-	500	-	-	-	No	No	No	No		47,757	500
4201	Sarah Hastings	Academic Advisor	1.00	47,424	-	-	500	-	-	-	No	No	No	No		47,424	500
4202	Samantha Wade	Director, Sports Nutrition	1.00	73,590	350	-	1,000	-	-	-	No	No	No	No		73,590	1,350
4221	Cody St. John	Director of Operations, Boas	1.00	45,115	-	1,500	500	-	-	-	No	No	No	No		46,615	500
4242	Justin Rogers	Assistant Athletic Director, Ticket Sales & Service	1.00	78,354	-	-	1,000	-	-	-	No	No	No	No		78,354	1,000
4246	Cade White	Assistant Director, Development	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500

Intercollegiate Athletics Compensation Report
Boise State University
FY23 Budgeted Base Salary and Actual Other Compensation

					Compensation				Contract Bonus			Perks				Funding		
PCN		Depart/Name/Title		Athletic FTE	Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
4259		Jeremy Malnes	Assistant Director, Ticket Sales & Service	1.00	44,970	-	17,204	500	-	-	-	No	No	No	No		62,174	500
4260		Daniel Calhoun	Assistant Director, Ticket Sales & Service	1.00	44,970	-	12,211	500	-	-	-	No	No	No	No		57,180	500
4268		Adam Yetter	Associate Athletic Trainer	1.00	56,035	170	-	750	-	-	-	No	No	No	No		56,035	920
4272		Vacant / Delete PCN	Assistant Director, Athletic Personnel Services	1.00	45,906	-	-	500	-	-	-	No	No	No	No		45,906	500
4279		Kelli Nooney	Student-Athlete Development Coordinator	1.00	49,941	-	-	500	-	-	-	No	No	No	No		49,941	500
4280		Alex Semadeni	Assistant Director, Athletic Media Relations	1.00	42,910	-	-	500	-	-	-	No	No	No	No		42,910	500
4281		Amanda DiEnno	Associate Athletic Trainer Soccer	1.00	44,429	600	916	500	-	-	-	No	No	No	No		45,345	1,100
4285		Vacant	Director of Events, SSC	1.00	50,502	-	-	750	-	-	-	No	No	No	No		50,502	750
4302		Myron Domininic Duarte	Assistant Director, Creative Services	1.00	45,906	-	-	500	-	-	-	No	No	No	No		45,906	500
4306		Eric Leitzinger	Asst Director, Ath Counseling & Performance Psycho	1.00	70,013	-	-	500	-	-	-	No	No	No	No		70,013	500
4318		Bailey Carpenter	Assistant Director, Events - SSC	1.00	42,910	-	250	250	-	-	-	No	No	No	No		43,160	250
4319		Lauren Hazel	Assistant Director, Graphic Design	1.00	46,010	-	-	250	-	-	-	No	No	No	No		46,010	250
4321		Suzanne Lavender	Assistant AD, Strategic Communications	1.00	65,000	-	286	500	-	-	-	No	No	No	No		65,286	500
4331		Alyssa Perk	Associate Director Marketing	1.00	45,011	-	-	250	-	-	-	No	No	No	No		45,011	250
4336		Allison Iverson	Assistant Director, Business Dev & Revenue Innovati	1.00	45,906	-	-	250	-	-	-	No	No	No	No		45,906	250
4369		Tyler Haak	Director, Creative Services	1.00	55,661	-	200	500	-	-	-	No	No	No	No		55,861	500
4386		Vacant	Assistant Director, Creative Services	1.00	45,906	-	-	500	-	-	-	No	No	No	No		45,906	500
4396		Garrett Holle	Associate Athletic Trainer - FB	1.00	46,051	-	-	500	-	-		No	No	No	No		46,051	500
4427		Allie Lepori	Special Assistant to the Athletic Director	1.00	50,502	-	-	500	-	-	-	No	No	No	No	50,502	-	500
4440		Morgan Weber	Assistant Director, Compliance	1.00	42,910	-	-	500	-	-	-	No	No	No	No		42,910	500
4903		Matthew Mayer	Assistant AD, Business Operations	1.00	69,077	4,500	400	1,000	-	-	-	No	No	No	No	69,077	400	5,500
4925		Katherine Dores	Director, Athletic Personnel Services	1.00	65,416	-	-	1,000	-	-	-	No	No	No	No		65,416	1,000
4931	*	Mike Keller	Associate AD, Major Gifts	1.00	52,738	-	-	2,000	-	-	-	No	No	No	No		52,738	2,000
4935		Laine Brown	Assistant Athletic Trainer	1.00	56,035	-	-	750	-	-	-	No	No	No	No		56,035	750
5323		Morgan Bengtzen	Temp Associate Athletic Trainer	1.00	42,453	-	-	-	-	-	-						42,453	-

* Employee is 50% paid from University Advancement

Men's Sports																		
Football																		
1704		Andy Avalos	Head Coach	1.00	1,550,016	-	-	3,250	50,000	60,000	50,000	No	Yes	No	Yes		1,710,016	3,250
1705		Erik Chinander	Assistant Coach	1.00	220,002	2,000	-	2,000	6,600	-	-	No	Yes	No	Yes		226,602	4,000
1706		Bush Hamdan	Assistant Coach	1.00	400,005	2,000	-	2,250	-	-	-	No	Yes	No	Yes		400,005	4,250
1707		Jabril Frazer	Assistant Coach	1.00	120,016	2,000	-	2,000	15,600	-	-	No	Yes	No	Yes		135,616	4,000
1708		Spencer Danielson	Defensive Coordinator	1.00	425,000	2,000	-	2,250	16,801	5,800	11,601	No	Yes	No	Yes		459,201	4,250
1728		Bradley Minter	Assistant Coach, FB Strength & Conditioning	1.00	90,002	4,500	-	750	-	-	-	No	No	No	No		90,002	5,250
1730		Joel Schneider/Kyle Your	Director of Recruiting Football	1.00	60,008	20,000	-	1,000	3,644	-	-	No	No	No	No		63,652	21,000
1752		Dale Holste	Assoc Dir, Athletic Equipment Operations	1.00	67,122	8,000	-	1,000	-	-	2,685	No	No	No	No		69,806	9,000
1757		Steven Schulte	Asst Director Athletic Equipment Operations	1.00	48,006	0	-	500	-	-	1,920	No	No	No	No		49,927	500
1762		Vacant / Delete PCN	Director of Recruiting Operations, Football	1.00	-	3,000	-	750	1,650	-	2,600	No	No	No	No		4,250	3,750
1772		Jaylan Reid	Assistant Coach, Strength & Conditioning/Football	1.00	70,013	4,500	-	500	-	-	-	No	No	No	No		70,013	5,000
1787		Louis Major	Director Football External Relations	1.00	90,002	6,000		1,000		1,800	3,600	No	No	No	No		95,402	7,000
1916		Charlotte Siegel	Assistant AD / Chief of Staff, Football	1.00	120,016	-	-	-		-	-	No	Yes	No	No		120,016	-
3103		James Montgomery	Assistant Coach	1.00	195,000	2,000	-	2,750	3,750	-	-	No	Yes	No	Yes		198,750	4,750
3109		Demario Warren	Assistant Coach	1.00	260,000	2,000	-	2,000	3,600	2,400	4,801	No	Yes	No	Yes		270,801	4,000
3134		Matthew Miller	Assistant Coach	1.00	195,000	2,000	-	2,000	9,601	3,200	6,401	No	Yes	No	No		214,202	4,000
3153		Ben Hilgart	Director, Sports Perf Coach FB	1.00	180,003	4,500	-	2,000	9,601	-	-	No	No	No	Yes		189,604	6,500
3160		Kane Ioane	Assistant Coach	1.00	225,014	2,000	-	2,000	12,001	4,500	9,001	No	Yes	No	Yes		250,516	4,000
3162		Timothy Keane	Assistant Coach	1.00	235,019	2,000	-	2,000	13,501	4,500	9,001	No	Yes	No	No		262,021	4,000
3186		Nate Potter	Assistant Coach	1.00	235,019	2,000	-	2,000	6,600	4,400	8,800	No	Yes	No	Yes		254,819	4,000
4147		Deontrae Cooper	Coordinator of Recruiting Relations	1.00	55,016	2,000	-	500		-	1,836	No	No	No	No		56,852	2,500
4152		Brooke Pahukoa	Associate Director, Football Administration	1.00	60,008	6,000	-	1,000	2,778	-	2,400	No	No	No	No		65,186	7,000
4159		Tyrell Smith	Asst Dir Sports Performance Coach FB	1.00	35,006	4,500	-	500	-	-	-	No	No	No	No		35,006	5,000
4267		Dirk Koetter	Senior Football Analyst	1.00	24,960	-	-	500	-	1,454	2,908	No	No	No	No		29,322	500
4269		Taylor Kolste	Offensive Coaching Assistant	1.00	35,000	3,000	-	500	-	-	-	No	No	No	No		35,000	3,500
4273		Ron Collins	Senior Football Analyst	1.00	24,960	-	-	500	-	-	-	No	No	No	No		24,960	500
4274		Tyler Rausa	Special Teams Coaching Asst.	1.00	24,960	6,000	-	500	-	-	-	No	No	No	No		24,960	6,500
4275		Patrick Moynahan	Defensive Coaching Assistant	1.00	24,960	3,088	-	500	-	-	-	No	No	No	No		24,960	3,588
4276		Kasey Richardson	Dir. FB Video/Technology	1.00	55,016	-	-	500	-	-	1,954	No	No	No	No		56,970	500
4284		Meredith (Butch) Henry	Athletic Operations Coordinator	1.00	42,910	-	-	-	-	-	-	No	No	No	No		42,910	-
4310		Vacant / Delete PCN	Football Recruiting Assistant	1.00	32,240	-	-	-	-	-	-	No	No	No	No		32,240	-
4316		Vacant / Delete PCN	Recruiting Assistant	1.00	-	-	-	500	-	-	-	No	No	No	No		-	500
					-	-	-	-	-	-	-							
Basketball																		
1710		Leon Rice	Head Coach	1.00	950,016	-	-	4,000	-	-	36,001	Yes	Yes	No	Yes		986,017	4,000
1712		Michael Burns	Assistant Coach	1.00	194,542	-	-	2,000	-	-	7,782	No	Yes	No	No		202,324	2,000
1714		Timothy Duryea	Assistant Coach	1.00	180,003	-	-	2,000	-	-	7,200	No	Yes	No	No		187,203	2,000
1745		David Moats	Director of Recruiting, MBB	1.00	84,011	14,058	-	2,000	-	16,000	2,970	No	No	No	No		102,981	16,058
3133		Roberto Bergerson	Assistant Coach	1.00	130,000	-	-	2,000	-	-	5,200	No	Yes	No	Yes		135,200	2,000
4254		Lexus Williams	Coaching Assistant	1.00	45,906	1,500	-	500	-	-	1,836	No	No	No	No		47,742	2,000
4305		Michael Johnson	Director Men's BB Operations	1.00	60,008	550	-	1,000	-	-	1,960	No	No	No	No		61,968	1,550
Golf																		
3566		David Trainor	Head Coach	1.00	80,018	-	-	4,000	-	-	-	Yes	Yes	No	Yes		80,018	4,000
1486		Joe Panzeri	Assistant Coach	1.00	24,960	-	-	2,000	1,200	-	750	No	No	No	No		26,910	2,000

Tennis																		

ATTACHMENT 1

Intercollegiate Athletics Compensation Report
Boise State University
FY23 Budgeted Base Salary and Actual Other Compensation

PCN	Depart/Name/Title		Athletic FTE	Compensation: Base Salary	Compensation: Camps/ Clinics	Compensation: Other	Compensation: Equip Co	Contract Bonus: Academic Perform.	Contract Bonus: Winning Perform.	Contract Bonus: Post Season Other	Perks: Club Memb	Perks: Car	Perks: Other	Multi-Yr Contract	Funding: State Approp.	Funding: Program Revenue	Funding: All Other
3151	Paluka Shields	Head Coach	1.00	80,018	308	-	4,000	-	-	-	No	Yes	No	Yes		80,018	4,308
3178	Alex Free	Assistant Coach	1.00	45,011	-	-	2,000	-	-	-	No	No	No	No	-	45,011	2,000
	Men/Women's Track & Field																
1400	Benjamin Wetli	Assoc Head CC & Asst Track and Field Coach	1.00	65,000	-	-	2,000	6,195	-	4,665	No	No	No	No		75,860	2,000
1719	Rachel McFarlane	Asst Coach Track & Field & CC	1.00	44,429	-	-	2,000	2,587	-	3,502	No	No	No	No	44,429	6,089	2,000
1721	Travis Hartke	Assoc Head CC & Asst Track and Field Coach	1.00	65,437	-	-	2,500	7,623	-	5,158	No	No	No	No	65,437	12,781	2,500
2223	Corey Ihmels	Head Coach	1.00	155,002	-	-	4,000	12,000	2,400	7,500	No	Yes	No	Yes		176,902	4,000
3177	Gavin O'Neal	Assistant Coach, Track & Field	1.00	55,349	-	-	2,000	3,224	-	3,224	No	No	No	No	55,349	6,447	2,000
4041	Andrew Green	Assistant Coach, Track & Field	1.00	34,195	-	-	2,000	1,992	-	1,992	No	No	No	No		38,179	2,000
	Women's Sports																
	Basketball																
1720	Heather Sower	Assistant Coach	1.00	100,734	-	-	2,000	5,868	-	-	No	No	No	No	100,734	5,868	2,000
1744	Cori Smith	Director Women's BB Operations	1.00	50,024	-	-	600	2,913	-	-	No	No	No	No	50,024	2,913	600
2226	Gordon Presnell	Head Coach	1.00	308,110	-	-	4,000	18,000	-	-	No	No	No	Yes	308,110	18,000	4,000
3129	Michael Petrino	Assistant Coach	1.00	99,923	-	-	2,000	5,821	-	-	No	No	No	No	99,923	5,821	2,000
3181	Cariann Ramirez	Assistant Coach	1.00	100,734	-	-	2,000	5,868	-	-	No	No	No	No	100,734	5,868	2,000
	Soccer																
1722	James Thomas	Head Coach	1.00	115,490	30,000	-	4,000	-	-	-	No	No	No	Yes	115,490	-	34,000
1723	Elizabeth Ruiz	Assistant Coach	1.00	37,939	25,500	-	2,000	-	-	-	No	No	No	No	37,939	-	27,500
1748	Max Weber	Assistant Coach	1.00	52,790	34,000	-	2,500	-	-	-	No	No	No	No		52,790	36,500
	Volleyball																
1716	Shawn Garus	Head Coach Volleyball	1.00	147,930	5,977	-	4,000	6,525	-	-	No	Yes	No	Yes	147,930	6,525	9,977
3130	Candy Murphy	Associate Head Coach Volleyball	1.00	75,275	9,000	-	2,500	4,517	-	-	No	No	No	Yes	75,275	4,517	11,500
3176	Hayley Peterson	Assistant Coach Volleyball	1.00	52,000	3,000	-	2,000	2,910	-	-	No	No	No	No	52,000	2,910	5,000
4282	Brindl Langley	Director of Operations, Volleyball	1.00	42,910	-	-	1,000	-	-	-	No	No	No	No	42,910	-	1,000
	Beach Volleyball																
1817	Allison Buck Voigt	Head Coach Beach Volleyball	1.00	55,016	430	-	4,000	2,751	-	-	No	No	No	No		57,767	4,430
4040	Alex Venardos	Assistant Coach Beach Volleyball	1.00	36,504	1,000	-	2,000	1,825	-	-	No	No	No	No		38,329	3,000
	Gymnastics																
3164	Patti Murphy	Assistant Coach	1.00	43,368	5,250	-	2,000	2,168	-	2,168	No	No	No	No	43,368	4,337	7,250
3174	Tina Bird	Head Coach	1.00	91,790	7,900	-	4,000	4,590	-	4,590	No	Yes	No	No	91,790	9,179	11,900
4047	Ivan Alexov	Assistant Coach	1.00	77,397	6,250	-	2,000	3,870	-	3,870	No	No	No	No		85,136	8,250
1573	Lauren Drinane	Director, Gymnastics Operations	1.00	42,910						-	No	No	No	No		42,910	
	Tennis																
3163	Sherman Beck Roghaar	Head Coach Womens Director	1.00	92,331	895	-	4,000	4,481	-	-	No	Yes	No	Yes	92,331	4,481	4,895
3179	Jordan Gobatie	Assistant Coach	1.00	54,080	37	-	2,000	-	-	-	No	No	No	No		54,080	2,037
	Golf																
3127	Kailin Downs	Head Coach	1.00	67,517	-	-	4,000	3,250	-	-	No	Yes	No	Yes	67,517	3,250	4,000
4334	Vacant	Asst Coach Women's Golf	1.00	24,960	-	-	2,000	-	-	-	No	No	No	No	-	24,960	2,000
	Softball																
1737	Justin Shults	Head Coach	1.00	95,014	-	-	4,000	4,500	-	-	No	Yes	No	Yes	95,014	4,500	4,000
1738	Francis Strub	Assistant Coach	1.00	47,507	-	-	2,000	2,001	-	-	No	No	No	No	47,507	2,001	2,000
1747	Allison Walljasper	Assistant Coach	1.00	60,008	-	-	2,000	3,000	-	-	No	No	No	No	60,008	3,000	2,000
	Grand Totals		**173.00**	**15,888,581**	**257,942**	**84,013**	**222,100**	**307,906**	**113,955**	**260,875**					**2,600,341**	**14,054,988**	**480,042**

Intercollegiate Athletics Compensation Report
Boise State University
FY24 Est Base Salary and Other Compensation

ATTACHMENT 2

				Compensation				Contract Bonus			Perks				Funding			Salary
PCN	Depart/Name/Title		Athletic FTE	Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change
	Athletic Administration																	
1349	Michael Walsh	Assoc AD, Business Development & Innovation	1.00	96,762	-	-	2,000	-	-	-	No	No	No	No		96,762	2,000	3%
1421	Patrick Walsh	Assistant AD, Athletic Media Relations (FB)	1.00	70,013		-	1,000	-	-	-	No	No	No	No		70,013	1,000	New
1523	Kathryn Chase	NCAA Compliance (Financial Aid)	1.00	59,717	-	-	-	-	-	-	No	No	No	No	59,717	-	-	5%
1584	Jamie Pepper	Assistant Director, Sports Nutrition	1.00	62,005	-	-	500	-	-	-	No	No	No	No		62,005	500	New
1629	David Dietrich	Assistant Director, Athletic Media Relations	1.00	42,910	-	-	500	-	-	-	No	No	No	No		42,910	500	New
1631	Vacant	Director, Sports Turf Operations	1.00	69,000	-	-	500	-	-	-						69,000	500	
1647	Denilson Suarez	Assistant Director - Event Operations	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	New
1686	Kacey Huntington	Budget Analyst	1.00	57,200	-	-	500	-	-	-	No	No	No	No	57,200	-	500	New
1700	Heather Berry	Sr. Associate AD, HR Services & Chief of Staff	1.00	130,000	-	600	2,500	-	-	-	No	No	No	No		130,600	2,500	13%
1701	Jeramiah Dickey	Executive Director, Athletics	1.00	432,411	-	-	4,000	15,000	-	35,000	Yes	Yes	No	Yes		482,411	4,000	1%
1711	Marc Paul	Assoc AD Sports Performance Health & Wellness	1.00	107,411	-	-	2,000	-	-	-	No	No	No	No		107,411	2,000	2%
1715	Tyler Smith	Director SPHW	1.00	78,125	-		750	-	-	-	No	No	No	No	78,125	-	750	3%
1717	Christina Van Tol	Sr Associate AD, SWA	1.00	148,013	-	-	2,500	-	-	-	No	Yes	No	No	148,013	-	2,500	3%
1724	Kelsey Messer	Head Cheer/Dance Coach	1.00	46,779	-	-	1,000	-	-	-	No	No	No	No		46,779	1,000	5%
1725	Krysta Fryer	Assistant Athletic Trainer	1.00	51,542	1,032	-	500	-	-	-	No	No	No	No	-	51,542	1,532	16%
1726	Bradley Kimble	Assistant AD, SPHW- Football	1.00	106,850	-	-	1,000	-	-	-	No	No	No	No		106,850	1,000	2%
1727	Doug Link	Associate Director, Athletic Media Relations	1.00	56,264	-	300	500	-	-	-	No	No	No	No		56,564	500	4%
1736	Cameron Howard	Director of Community & Fan Engagement	1.00	62,005	-	400	750	-	-	-	No	No	No	No		62,405	750	20%
1739	Garrett Ton	Assistant AD, Facility Operations	1.00	79,643	-	3,000	1,000	-	-	-	No	No	No	No		82,643	1,000	18%
1740	Craig Lawson	Assistant AD, Athletic Media Relations	1.00	69,909	-	-	-	-	-	-	No	No	No	No	-	69,909	-	4%
1741	Christopher Nichol	Assistant AD, Academic Services	1.00	65,021	-	-	500	-	-	-	No	No	No	No	65,021	-	500	21%
1743	Naomi Lam	Assistant Business Manager	1.00	53,019	1,500	-	500	-	-	-	No	No	No	No		53,019	2,000	15%
1749	Matthew Schofield	Assistant Athletic Trainer	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	-2%
1751	Jordan Feeney	Assistant AD, Operations & Capital Projects	1.00	72,613	-	3,000	750	-	-	-	No	No	No	No		75,613	750	19%
1753	Raul Ibarra	Assistant Director, Athletic Equipment Operations	1.00	53,102	-	900	500	-	-	-	No	No	No	No		54,002	500	5%
1758	Lucas Johnson	Assistant Director, Sports Perf. Coach	1.00	46,280	-	-	-	-	-	-	No	No	No	No		46,280	-	6%
1760	Taylor Harding	Assistant Athletic Trainer	1.00	51,542	-	-	500	-	-	-	No	No	No	No		51,542	500	9%
1761	Lauren Sale	Associate Director, Sports Performance Coach	1.00	43,638	-	-	500	-	-	-	No	No	No	No		43,638	500	6%
1763	Nathan Lowery	Associate Sports Info Director	1.00	52,894	-	-	500	-	-	-	No	No	No	No		52,894	500	5%
1764	Justin LaChapelle	Assistant Director, IT Systems	1.00	63,440	-	-	500	-	-	-	No	No	No	No		63,440	500	16%
1766	Robert Kautz	Assistant Director of Compliance	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	7%
1767	Matthew Sterling	Assistant AD, Athletic Equipment Operations	1.00	69,326	-	-	500	-	-	-	No	No	No	No		69,326	500	2%
1768	Michael (Alex) Bell	Director, Creative Services	1.00	59,592	-	-	750	-	-	-	No	No	No	No		59,592	750	5%
1769	James Gerfen	Assistant Director, Ticket Operations & Data Analytic	1.00	52,520	-	700	500	-	-	-	No	No	No	No		53,220	500	9%
1770	Daryn Colledge	Director of Development, Varsity B	1.00	53,934	-	-	500	-	-	-	No	No	No	No		53,934	500	5%
1773	Brandon Voigt	Director, Athletic Training - Football	1.00	76,440	-	-	750	-	-	-	No	No	No	No		76,440	750	4%
1776	Jordan Britton	Business Manager	1.00	65,000	3,500	500	750	-	-	-	No	No	No	No	65,000	500	4,250	14%
1797	Hope Bowman	Assistant Director, Guest Services	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	New
1834	Colby Harms	Assistant Director, Graphic Design - Football	1.00	48,402	-	-	500	-	-	-	No	No	No	No		48,402	500	5%
1941	Jarred Nelson	Associate Director, Sports Performance Coach	1.00	49,629	-	-	500	-	-	-	No	No	No	No		49,629	500	6%
2403	Stephanie Donaldson	Director, Athletic Performance Psychology	1.00	112,029	-	-	1,000	-	-	-	No	No	No	No		112,029	1,000	2%
3005	Sophia Kallas	Assistant Director, Development	1.00	50,003	-	-	1,000	-	-	-	No	No	No	No		50,003	1,000	0%
3064	Dominic Shelden	Assistant AD, Creative Serivces	1.00	81,494	-	-	1,000	-	-	-	No	No	No	No		81,494	1,000	10%
3110	Alissa Lauer	Academic Advisor	1.00	49,816	-	-	500	-	-	-	No	No	No	No		49,816	500	5%
3125	Joshua Bender	Assistant AD, Marketing & Community Engagement	1.00	67,392	-	1,300	1,000	-	-	-	No	No	No	No		68,692	1,000	-20%
3132	Jennifer Bellomy	Assistant AD, Compliance	1.00	77,605	-	-	1,000	-	-	-	No	No	No	No		77,605	1,000	3%
3145	Gabe Rosenvall	Associate AD, Student-Athlete Academic Services	1.00	101,150	-	-	2,000	-	-	-	No	No	No	No	101,150	-	2,000	2%
3150	Vacant	Social Media Content Strategist	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	2%
3167	Sara Swanson Whiles	Associate AD, Student-Athlete Development	1.00	80,018	-	-	1,000	-	-	-	No	No	No	No		80,018	1,000	13%
3188	Jacob Howell	Director, Donor Relations & Events	1.00	58,053	-	-	500	-	-	-	No	No	No	No		58,053	500	15%
3502	Andy Atkinson	Director, Ath Info & Digital Tech	1.00	85,738	-	-	1,000	-	-	-	No	No	No	No		85,738	1,000	3%
3529	Jodie Faulk	Director of Compliance	1.00	53,768	-	-	750	-	-	-	No	No	No	No		53,768	750	5%
3530	Tyler Whitmer	Assistant AD, SPHW - Olympic Sports Perform	1.00	82,888	-	-	1,000	-	-	-	No	No	No	No		82,888	1,000	3%
3545	Chris Apenbrink	Assistant Director, Ticket Operations	1.00	50,502	-	300	500	-	-	-	No	No	No	No		50,802	500	10%
3549	Nathan Burk	Sr. Associate AD, Compliance	1.00	130,000	15,000	-	2,500	-	-	-	No	No	No	No		130,000	17,500	13%
3563	Eric Kile	Director, Student Athlete Learning Center	1.00	60,133	-	-	750	-	-	-	No	No	No	No	60,133	-	750	4%
3805	Keita Shimada	Assistant AD, SPHW - Olympic Sports Medicine	1.00	82,888	-	-	1,000	-	-	-	No	No	No	No		82,888	1,000	3%
3806	Abigail Bass	Associate Athletic Trainer	1.00	53,102	600	240	500	-	-	-	No	No	No	No		53,342	1,100	14%
3950	Rene Barraza	Asst Manager, Athletic Events and Facilities	1.00	55,723	-	2,000	500	-	-	-	No	No	No	No		57,723	500	20%
3970	Syringa Larson	Director of Stdnt-Ath Med Supprt Services	1.00	55,827	-	-	750	-	-	-	No	No	No	No		55,827	750	4%
4030	Andrew Bondi	Director of Ticket Operations	1.00	58,053	-	-	750	-	-	-	No	No	No	No		58,053	750	4%
4149	McKenna Drevno	Assistant Athletic Trainer - FB	1.00	51,834	1,580	-	500	-	-	-	No	No	No	No		51,834	2,080	17%
4165	Dane Clark	Assistant Business Manager	1.00	50,003	500	-	500	-	-	-	No	No	No	No	50,003	-	1,000	3%
4174	Cody Gougler	Sr. Associate AD, External Affairs	1.00	130,000	-	-	2,500	-	-	-	No	Yes	No	No		130,000	2,500	12%
4185	Jake Mankin	Associate AD, Ticket Sales & Operations	1.00	105,019	-	750	2,000	-	-	-	No	No	No	No		105,769	2,000	11%
4198	Jacob Isaacson	Assistant Director, Graphic Design	1.00	50,149	-	-	500	-	-	-	No	No	No	No		50,149	500	5%
4201	Sarah Hastings	Academic Advisor	1.00	49,816	-	-	500	-	-	-	No	No	No	No		49,816	500	5%
4202	Samantha Wade	Director, Sports Nutrition	1.00	76,190	-	-	1,000	-	-	-	No	No	No	No		76,190	1,000	4%
4218	David Slemmer	Assistant Director, Events - SSC	1.00	46,051	-	-	250				No	No	No	No		46,051	250	New
4221	Chris Hall	Director, Guest Services	1.00	55,723	-	2,000	500	-	-	-	No	No	No	No		57,723	500	24%
4242	Justin Rogers	Assistant AD, Ticket Sales & Service	1.00	85,010	-	-	1,000	-	-	-	No	No	No	No		85,010	1,000	8%
4246	Cade White	Assistant Director, Development	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	0%
4260	Daniel Calhoun	Assistant Director, Ticket Sales & Service	1.00	47,362	-	15,000	500	-	-	-	No	No	No	No		62,362	500	5%
4268	Matty Richardson	Associate Athletic Trainer	1.00	58,427	1,420	-	750	-	-	-	No	No	No	No		58,427	2,170	4%
4272	Laine Hinson	Assistant Director, Athletic Personnel Services	1.00	55,016	-	-	500	-	-	-	No	No	No	No		55,016	500	20%
4279	Kelli Nooney	Director, Student-Athlete Development	1.00	57,200	-	-	500	-	-	-	No	No	No	No		57,200	500	15%
4280	Alex Semadeni	Assistant Director, Athletic Media Relations	1.00	46,051	-	300	500	-	-	-	No	No	No	No		46,351	500	7%
4281	Amanda DiEnno	Associate Athletic Trainer	1.00	53,102	1,600	600	500	-	-	-	No	No	No	No		53,702	2,100	20%
4285	Allison Hevner	Director of Events, SSC	1.00	52,894	-	2,000	750	-	-	-	No	No	No	No		54,894	750	5%
4297	Kasey Richardson	Multimedia Technical Support Specialist	1.00	55,016	-	-	500	-	-	-	No	No	No	No		55,016	500	New
4302	Melvin Perry	Assistant Director, Creative Services	1.00	48,298	-	-	500	-	-	-	No	No	No	No		48,298	500	5%

Intercollegiate Athletics Compensation Report
Boise State University
FY24 Est Base Salary and Other Compensation

				Compensation				Contract Bonus			Perks				Funding			Salary
PCN		Depart/Name/Title		Athletic FTE	Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change
4306		Eric Leitzinger	Asst Director, Ath Counseling & Performance Psycho	1.00	72,405	-	-	500	-	-	-	No	No	No	No		72,405	500	3%
4318		Carlie Cappelen	Assistant Director, Events - SSC	1.00	46,051	-	500	250	-	-	-	No	No	No	No		46,551	250	7%
4319		Lauren Hazel	Assistant Director, Graphic Design	1.00	48,402	-	-	250	-	-	-	No	No	No	No		48,402	250	5%
4321		Suzanne Lavender	Assistant AD, Strategic Communications	1.00	67,184	-	-	500	-	-	-	No	No	No	No		67,184	500	3%
4331		Alyssa Perk	Associate Director Marketing	1.00	47,195	-	-	250	-	-	-	No	No	No	No		47,195	250	5%
4336		Allison Iverson	Assistant Director, Business Dev & Revenue Innovat	1.00	48,090	-	-	250	-	-	-	No	No	No	No		48,090	250	5%
4369		Tyler Haak	Director, Creative Services	1.00	57,200	-	-	500	-	-	-	No	No	No	No		57,200	500	3%
4386		Jonathan Palmer	Assistant Director, Creative Services	1.00	45,906	-	-	500	-	-	-	No	No	No	No		45,906	500	0%
4396		Garrett Holle	Associate Athletic Trainer - FB	1.00	60,008	-	-	500	-	-	-	No	No	No	No		60,008	500	30%
4411		Andrew Lillig	Assistant Director Marketing & Promotions	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	New
4418		Tellier Lundquist	Assistant Director, Ticket Sales & Service	1.00	46,051	-	15,000	500	-	-	-	No	No	No	No		61,051	500	New
4121		Jeremy Malnes	Director, Ticket Sales & Service	1.00	51,896	-	15,000	500	-	-	-	No	No	No	No		66,896	500	New
4427		Allie Lepori	Special Assistant to the Athletic Director	1.00	52,686	-	-	500	-	-	-	No	No	No	No	52,686	-	500	4%
4440		Morgan Weber	Assistant Director, Compliance	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	7%
4449		Vacant	Photographer	1.00	45,905	-	-	500	-	-	-	No	No	No	No		45,905	500	New
4903		Matthew Mayer	Sr. Assistant AD, Business Operations	1.00	82,014	1,000	1,000	1,000	-	-	-	No	No	No	No	82,014	1,000	2,000	19%
4925		Katherine Dores	Assistant AD, Athletic Personnel Services	1.00	75,005	-	500	1,000	-	-	-	No	No	No	No		75,505	1,000	15%
4931	*	Bryan Beals	Associate AD, Major Gifts	1.00	54,038	-	-	2,000	-	-	-	No	No	No	No		54,038	2,000	2%
4935		Danica Tarabanovic	Assistant Athletic Trainer	1.00	58,427	-	-	750	-	-	-	No	No	No	No		58,427	750	4%

* Employee is 50% paid from University Advancement

	Men's Sports																		
	Football																		
1255		Derrick McMahen	Special Teams Quality Control	1.00	30,014	-	-	500	-	-	-	No	No	No	No		30,014	500	New
1704		Spencer Danielson	Head Coach	1.00	1,100,008	-	-	3,000	-	25,000	-	No	Yes	No	Yes		1,125,008	3,000	-29%
1705		Stacy Collins	Assistant Coach	1.00	350,002	-	-	2,500	5,500	-	-	No	Yes	No	Yes		355,502	2,500	59%
1706		Vacant	Assistant Coach	1.00	460,013	-	-	2,500	10,000	25,000	-	No	Yes	No	Yes		495,013	2,500	15%
1707		Jabril Frazer	Assistant Coach	1.00	140,005	-	-	2,000	3,000	9,600	-	No	Yes	No	Yes		152,605	2,000	17%
1708		Erik Chinander	Defensive Coordinator	1.00	440,003	-	-	2,000	2,599	17,600	-	No	Yes	No	Yes		460,202	2,000	4%
1728		Jonah Booth	Assistant Coach, FB Strength & Conditioning	1.00	35,006	-	-	500	-	-	-	No	No	No	No		35,006	500	-61%
1730		Kyle Young	Director of Recruiting Football	1.00	60,008	-	-	1,000	1,500	3,600	-	No	No	No	No		65,109	1,000	0%
1752		Dale Holste	Assoc Dir, Athletic Equipment Operations	1.00	69,410	-	-	1,000	-	-	-	No	No	No	No		69,410	1,000	3%
1757		Steven Schulte	Asst Director Athletic Equipment Operations	1.00	50,398	-	-	500	-	-	-	No	No	No	No		50,398	500	5%
1772		Jaylan Reid	Assistant Coach, Strength & Conditioning/Football	1.00	90,002	-	-	500	-	-	-	No	No	No	No		90,002	500	29%
1787		Louis Major	Director Football External Relations	1.00	90,002	-	-	1,000	4,500	7,200	-	No	No	No	No		101,702	1,000	0%
1886		Lance Anderson	Offensive SR Analyst Football	1.00	24,960	-	-	500	-	-	-	No	No	No	No		24,960	500	New
1916		Charlotte Siegel	Assistant AD / Chief of Staff, Football	1.00	120,016	-	-	1,500	-	-	-	No	Yes	No	No		120,016	1,500	0%
3103		James Montgomery	Assistant Coach	1.00	235,019	-	-	2,000	4,875	15,600	-	No	Yes	No	Yes		255,494	2,000	21%
3109		Demario Warren	Assistant Coach	1.00	240,011	-	-	2,000	6,000	20,800	-	No	Yes	No	Yes		266,811	2,000	-8%
3134		Matthew Miller	Assistant Coach	1.00	215,010	-	-	2,000	8,250	15,600	-	No	Yes	No	Yes		238,860	2,000	10%
3153		Ben Hilgart	Director, Sports Perf Coach FB	1.00	185,016	-	-	2,000	4,500	14,400	-	No	No	No	Yes		203,916	2,000	3%
3160		Tyler Stockton	Assistant Coach	1.00	260,000	-	-	2,000	6,499	-	-	No	Yes	No	Yes		266,499	2,000	16%
3162		Timothy Keane	Assistant Coach	1.00	260,000	-	-	2,000	6,499	18,802	-	No	Yes	No	Yes		285,301	2,000	11%
3186		Nate Potter	Assistant Coach	1.00	260,000	-	-	2,000	6,800	18,802	-	No	Yes	No	Yes		285,602	2,000	11%
4147		Vacant	General Manager	1.00	110,000	-	-	-	2,295	3,301	-	No	No	No	No		115,596	-	100%
4152		Vacant	Associate Director, Football Administration	1.00	60,008	-	-	1,000	-	-	-	No	No	No	No		60,008	1,000	0%
4159		Marques White	Asst Dir Sports Performance Coach FB	1.00	70,013	-	-	500	-	-	-	No	No	No	No		70,013	500	100%
4211		Keaton Davis	Football Operations Coordinator	1.00	46,051	-	-	500	-	-	-	No	No	No	No		46,051	500	New
4267		Dirk Koetter	Senior Football Analyst	1.00	24,960	-	-	500	-	-	-	No	No	No	No		24,960	500	0%
4269		Steven Cooper	Offensive Analyst	1.00	40,019	-	-	500	-	-	-	No	No	No	No		40,019	500	14%
4273		Ron Collins	Senior Football Analyst	1.00	24,960	-	-	500	-	-	-	No	No	No	No		24,960	500	0%
4274		Tyler Rausa	Special Teams Coaching Asst.	1.00	35,006	-	-	500	-	-	-	No	No	No	No		35,006	500	40%
4275		Brian Mullin	Defensive Coaching Assistant	1.00	24,960	-	-	500	-	-	-	No	No	No	No		24,960	500	0%
4276		Parker Weber	Dir. FB Video/Technology	1.00	50,003	-	-	1,000	-	-	-	No	No	No	No		50,003	1,000	-9%
4284		Meredith (Butch) Henry	Athletic Operations Coordinator	1.00	46,051	-	-	-	-	-	-	No	No	No	No		46,051	-	7%
5381		Andrew Avalos	Head Football Coach	1.00	717,517	-	-	-	-	-	-	No	No	No	Yes		717,517	-	New
	Basketball																		
1710		Leon Rice	Head Coach	1.00	1,000,019	-	-	4,000	-	120,002	80,002	Yes	Yes	No	Yes		1,200,023	4,000	5%
1712		Michael Burns	Assistant Coach	1.00	194,542	-	-	2,000	-	23,345	15,563	No	Yes	No	No		233,451	2,000	0%
1714		Timothy Duryea	Assistant Coach	1.00	180,003	-	-	2,000	-	21,600	14,400	No	Yes	No	No		216,004	2,000	0%
1745		David Moats	Director of Recruiting, MBB	1.00	84,011	2,971	-	2,000	-	10,081	6,721	No	No	No	No		100,813	4,971	0%
3133		Roberto Bergerson	Assistant Coach	1.00	140,005	-	-	2,000	-	16,801	11,200	No	Yes	No	Yes		168,006	2,000	8%
4254		Lexus Williams	Coaching Assistant	1.00	55,016	3,529	-	500	-	6,602	4,401	No	No	No	No		66,019	4,029	20%
4305		Matthew Charles	Director Men's BB Operations	1.00	50,003	-	-	1,000	-	6,000	4,000	No	No	No	No		60,004	1,000	-17%
	Golf																		
3566		David Trainor	Head Coach	1.00	85,010	-	-	4,000	-	-	-	Yes	Yes	No	Yes		85,010	4,000	6%
1486		Joe Panzeri	Assistant Coach	1.00	24,960	-	-	2,000	-	-	-	No	No	No	No		24,960	2,000	0%
	Tennis																		
3151		Paluka Shields	Head Coach	1.00	90,002	-	-	4,000	4,001	5,601	-	No	Yes	No	Yes		99,604	4,000	12%
3178		Daniel Hangstefer	Associate Head Coach, Men's Tennis	1.00	45,011	-	-	2,000	-	-	-	No	No	No	No		45,011	2,000	0%
	Men/Women's Track & Field																		
1400		Benjamin Wetli	Assoc Head CC & Asst Track and Field Coach	1.00	65,000	-	-	2,000	4,225	-	2,600	No	No	No	No		71,825	2,000	0%
1719		Rachel McFarlane	Asst Coach Track & Field & CC	1.00	44,429	-	-	2,000	2,888	-	1,777	No	No	No	No	44,429	4,665	2,000	0%
1721		Travis Hartke	Assoc Head CC & Asst Track and Field Coach	1.00	65,437	-	-	2,500	4,253	-	2,617	No	No	No	No	65,437	6,871	2,500	0%
2223		Corey Ihmels	Head Coach	1.00	165,002	-	-	4,000	6,500	600	2,500	No	Yes	No	Yes		174,602	4,000	6%
3177		Gavin O'Neal	Assistant Coach, Track & Field	1.00	55,349	-	-	2,000	1,937	-	-	No	No	No	No	55,349	1,937	2,000	0%
4041		Andrew Green	Assistant Coach, Track & Field	1.00	34,195	-	-	2,000	1,197	-	-	No	No	No	No		35,392	2,000	0%

Intercollegiate Athletics Compensation Report
Boise State University
FY24 Est Base Salary and Other Compensation

PCN	Depart/Name/Title		Athletic FTE	Compensation: Base Salary	Compensation: Camps/ Clinics	Compensation: Other	Compensation: Equip Co	Contract Bonus: Academic Perform.	Contract Bonus: Winning Perform.	Contract Bonus: Post Season Other	Perks: Club Memb	Perks: Car	Perks: Other	Multi-Yr Contract	Funding: State Approp.	Funding: Program Revenue	Funding: All Other	Salary Annualized Change
	Women's Sports																	
	Basketball																	
1720	Heather Sower	Assistant Coach	1.00	100,734	-	-	2,000	6,044	6,044	4,029	No	No	No	No	100,734	16,118	2,000	0%
1744	Breelyn Blanding	Director Women's BB Operations	1.00	50,024	-	-	600	-	3,001	2,001	No	No	No	No	50,024	5,002	600	0%
2226	Gordon Presnell	Head Coach	1.00	308,110	-	-	4,000	18,000	18,487	12,324	No	No	No	Yes	308,110	48,811	4,000	0%
3129	Michael Petrino	Assistant Coach	1.00	99,923	-	-	2,000	5,995	5,995	3,997	No	No	No	No	99,923	15,988	2,000	0%
3181	Cariann Ramirez	Assistant Coach	1.00	100,734	-	-	2,000	6,044	6,044	4,029	No	No	No	No	100,734	16,118	2,000	0%
	Soccer																	
1722	James Thomas	Head Coach	1.00	109,990	42,500	-	4,000	-	-	-	No	No	No	Yes	109,990	-	46,500	-5%
1723	Elizabeth Ruiz	Assistant Coach	1.00	37,939	27,771	-	2,000	-	-	-	No	No	No	No	37,939	-	29,771	0%
1748	Max Weber	Associate Head Coach, Soccer	1.00	52,790	35,000	-	2,500	-	-	-	No	No	No	No		52,790	37,500	0%
	Volleyball																	
1716	Shawn Garus	Head Coach Volleyball	1.00	140,878	6,000	-	4,000	8,453	-	-	No	Yes	No	Yes	140,878	8,453	10,000	-5%
3130	Candy Murphy	Associate Head Coach Volleyball	1.00	75,275	7,506	-	2,500	4,517	-	-	No	No	No	Yes	75,275	4,517	10,006	0%
3176	Hayley Peterson	Assistant Coach Volleyball	1.00	52,000	4,000	-	2,000	2,910	-	-	No	No	No	No	52,000	2,910	6,000	0%
4282	Brindl Langley	Director of Operations, Volleyball	1.00	46,051	2,000	-	1,000	-	-	-	No	No	No	No	46,051	-	3,000	7%
	Beach Volleyball																	
1817	Allison Buck Voigt	Head Coach Beach Volleyball	1.00	65,000	-	-	4,000	2,751	-	-	No	No	No	Yes		67,751	4,000	18%
4040	Alex Venardos	Assistant Coach Beach Volleyball	1.00	46,509	295	-	2,000	1,825	-	-	No	No	No	No		48,334	2,295	27%
	Gymnastics																	
3164	Patti Murphy	Assistant Coach	1.00	43,368	3,750	-	2,000	2,168	-	2,168	No	No	No	No	43,368	4,337	5,750	0%
3174	Tina Bird	Head Coach	1.00	96,013	6,450	-	4,000	4,590	-	4,590	No	Yes	No	Yes	96,013	9,179	10,450	5%
4047	Ivan Alexov	Associate Head Coach, Gymnastics	1.00	82,410	5,200	-	2,000	3,870	-	3,870	No	No	No	Yes		90,149	7,200	6%
1573	Lauren Drinane	Director, Gymnastics Operations	1.00	46,051						-	No	No	No	No		46,051		7%
	Tennis																	
3163	Sherman Beck Roghaar	Head Coach Womens Director	1.00	95,118	-	-	4,000	4,617	-	2,308	No	Yes	No	Yes	95,118	6,925	4,000	3%
3179	Jordan Gobatie	Assistant Coach	1.00	54,080	-	-	2,000	-	-	-	No	No	No	No		54,080	2,000	0%
	Golf																	
3127	Kailin Downs	Head Coach	1.00	75,005	-	-	4,000	3,376	-	-	No	Yes	No	Yes	75,005	3,376	4,000	11%
4334	Haleigh Krause	Asst Coach Women's Golf	1.00	40,019	-	-	2,000	-	-	-	No	No	No	No	40,019	-	2,000	60%
	Softball																	
1696	Madison Zerr	Assistant Coach Softball	1.00	40,019	-	-	-	-	-	-	No	No	No	Yes	40,019	-	-	New
1737	Justin Shults	Head Coach	1.00	110,011	-	-	4,000	4,751	-	6,651	No	Yes	No	No	110,011	11,402	4,000	16%
1738	Francis Strub	Assistant Coach	1.00	54,517	-	-	2,000	2,375	-	2,375	No	No	No	No	54,517	4,751	2,000	15%
1747	Allison Walljasper	Assistant Coach	1.00	65,000	-	-	2,000	3,000	-	3,000	No	No	No	No	65,000	6,001	2,000	8%
	Grand Totals		**176.00**	**17,179,184**	**174,704**	**65,890**	**219,100**	**198,106**	**445,510**	**232,126**					**2,725,007**	**15,395,810**	**393,804**	

Intercollegiate Athletics Compensation Report
Idaho State University
FY 2023 Actual Compensation

	Depart/Name/Title			Athletic FTE	Compensation: Base Salary**	Compensation: Camps/ Clinics	Compensation: Media	Compensation: Equip Co & Other	Contract Bonuses: Academic Perform.	Contract Bonuses: Winning Perform..	Contract Bonuses: Other	Perks: Club Mbership	Perks: Car	Perks: Other	Multi-Yr Contract	Funding: State Approp.	Funding: Program Revenue	Funding: All Other
Athletic Administration:																		
x	Pauline Thiros		Athletic Director	0.70	163,929					5,000		Yes	Yes		Yes	163,929		5,000
x	Robyn Sharp		Sr Assc AD Int Op&Sprt Prf/SWA	1.00	93,947										No	93,947		
x	Nikole Cook		Academic Advisor	1.00	44,532										No		44,532	
x	Steven Schaack	A	Asst AD for Media Relations	0.50	38,060										No	38,060		
x	Jonathan Match	B	Assoc AD Sports Info, Media Relations and Ga	0.50	37,908										No			
x	Jonathan Match	A	Asst Director Media Relations	0.41	17,196										No	17,196		
x	Ryan Cheney	B	Asst Director for Sports & Game Ops	0.59	24,857										No	24,857		
x	Natalie Christensen		Registered Dietician	0.25	15,195										No		15,195	
x	Marilyn Anderton		Insurance Coordinator	0.50	18,089										No		18,089	
x	Brandon Stephens		Dir of Strength & Conditioning	1.00	69,623										No	52,392	17,231	
x	Brandon Rodewald		Asst Dir of Strength and Conditioning	1.00	57,894										No	3,383	54,511	
x	Caroline Lipka		Director of Sports Marketing	1.00	45,567										No	3,383	54,511	
x	Thomas Renner		Athletic Equipment Manager	0.93	48,258										No	48,258		
x	Spencer Salvesen		Senior Maint. Craftsman/Game Ops	0.50	16,525										No		16,525	
x	Melissa Dixon		Admin Assistant	1.00	31,044										No	31,044		
x	Becky Naber		Mgmt Assistant	1.00	44,158										No	44,158		
Men's Sports																		
	Football																	
x	Cody Hawkins	B	Hd Coach	0.54	106,575								Yes		Yes	106,575		0
x	Charles Ragle	A	Hd Coach	0.40	84,987										N/A	84,987		
x	Jacob Thomas	B	Asst. Coach	0.55	37,693										No	28,631	9,062	0
x	Ryan Payne	A	Asst Coach	0.45	30,654										No	20,921	9,733	
x	Paea Moala	A	Video Coordinator	0.75	26,584										No		26,584	
x	Jarrett Meeker	B	Video Coordinator	0.25	7,154										No		7,154	
x	Devin Holiday		Asst Coach	1.00	40,538										No	40,538		0
x	Jeffrey Pitman	B	Asst. Coach	0.34	27,076								Yes		No	14,949	12,127	
x	Timothy Schaffner	A	Asst. Coach	0.66	53,211										No	44,053	9,158	
x	Jesse Thompson	B	Dir of Football Operations	0.51	33,173										No	33,173		0
x	Byron Hout	A	Dir of Football Operations	0.49	31,650										No	31,650		
x	Kody Hensley		Asst Coach	1.00	32,393										No	32,393		
x	Dominique Steward	A	Asst Coach	0.60	27,762										No	27,762		0
x	Joshua Mondt	B	Asst Coach	0.40	18,173										No	18,173		
x	Scott Thierssen	B	Asst Coach	0.27	26,538										No	26,538		0
x	Taylor Mazzone	A	Asst Coach	0.73	70,737										No	70,737		
x	Vincent Amey	A	Asst Coach/Defensive Ends	0.47	22,042										No	22,042		
x	Mark Weber	B	Asst. Coach	0.53	39,807										No	39,807		
x	Edgar Weiser	A	Asst. Coach	0.46	35,860										No	35,860		
x	Joshua Runda	B	Asst. Coach	0.54	41,846										No	41,846		
x	Korey Rush	B	Asst. Coach	0.59	18,306										No	4,576	13,730	
x	Pierre Cormier	A	Asst Coach	0.41	12,576										No		12,576	0
x	Keith Price		Asst Coach	0.08	3,076										No	1,717	1,359	0
x	Nicholas Alaimalo		Asst. Coach	1.00	52,148										No	48,157	3,991	
	Basketball																	
x	Ryan Looney		Hd Coach	0.96	118,786	9,750							Yes		Yes	118,786	0	9,750
x	Rosbie Mutcherson	A	Asst Coach	0.88	39,049	3,500									No	39,049		3,500
x	George Eustachy	B	Asst Coach	0.12	5,538										No			0
x	Davis Furman		Asst Coach	0.80	32,417	6,750									No	32,417		6,750
x	Jose White		Asst Coach	1.00	56,345	6,000									No	56,345		6,000

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	Depart/Name/Title			Athletic FTE	Compensation: Base Salary**	Compensation: Camps/ Clinics	Compensation: Media	Compensation: Equip Co & Other	Contract Bonuses: Academic Perform.	Contract Bonuses: Winning Perform..	Contract Bonuses: Other	Perks: Club Mbership	Perks: Car	Perks: Other	Multi-Yr Contract	Funding: State Approp.	Funding: Program Revenue	Funding: All Other
	Tennis																	0
x	Oliver Good		Hd Coach	0.75	34,387										Yes	34,387		0
	(A) = indicates previous coach / employee																	
	(B) = indicates current coach / employee																	
	Track & Field																	
x	Hillary L. Merkley		Hd Coach	0.46	33,621	1,300							Yes		Yes	33,621		1,300
x	Drew Jones		Asst Coach	0.46	22,073	1,125									No	22,073		1,125
x	Joseph Silvers		Asst Coach	0.50	22,393	1,300									No	22,393		1,300
	Cross Country																	
x	Nathan Houle		Hd Coach	0.50	31,071	1,125									No	31,071		1,125
	Women's Sports																	
	Basketball																	
x	Seton Sobolewski		Hd Coach	0.96	133,570								Yes		Yes	133,570	0	0
x	Maiya Michel		Asst Coach	1.00	64,300	4,045									No	64,300		4,045
x	Dora Goles		Asst Coach	1.00	40,213	6,295									No	40,213		6,295
x	Courtnie Smith	A	Asst Coach	0.91	40,846	5,200									No	40,846		5,200
x	Olivia Luu	B	Asst Coach	0.08	4,232	1,625									No	3,808	424	1,625
																		0
	Volleyball																	0
x	Sean Carter		Hd Coach	1.00	71,305	9,000									Yes	71,305	9,000	9,000
x	Chelsea Scott		Asst Coach	1.00	41,716	7,165									No	41,716		7,165
x	Haylie Keck	A	Asst Coach	0.65	19,263	8,000									No		19,263	8,000
x	Andri Dewey	B	Asst Coach	0.35	10,540	1,440									No	1,817	8,723	1,440
															No			
	Tennis																	
x	Gretchen Maloney		Hd Coach	0.92	51,709										Yes	51,709	0	0
																		0
	Track & Field																	0
x	Hillary L. Merkley		Hd Coach	0.46	33,621	1,300							Yes		Yes	33,621	700	1,300
x	Drew Jones		Asst Coach	0.50	22,073	1,125									No	22,073	0	1,125
x	Joseph Silvers		Asst Coach	0.50	22,393	1,300									No	22,393		1,300
	Golf																	
x	Todd Loveland		Hd Coach	0.68	30,388										Yes	30,388		0
																		0
	Cross Country																	0
x	Nathan Houle		Hd Coach	0.50	31,071	1,125									No	31,071		1,125
																		0
	Soccer																	0
x	Dustin Downey	B	Hd Coach	1.00	67,778	4,033									Yes	67,778	4,033	4,033
x	Jack Curtin	B	Hd Coach	1.00	43,483	6,800									No	43,483	6,800	6,800
															No			
	Softball																	
x	Andrew Rich		Hd Coach	1.00	69,118	5,000							Yes		Yes	69,118		5,000
x	Kelsey Broadus		Asst Coach	1.00	32,690	4,500									No	32,690	4,500	4,500
x	Rebekah Cervantes		Asst Coach	1.00	45,231	6,500									No	44,667	6,500	6,500
	Totals			46.83	2,918,560	105,303	0	0	0	5,000	0					2,532,400	386,011	110,303

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Depart/Name/Title	Athletic FTE	Compensation: Base Salary**	Compensation: Camps/ Clinics	Compensation: Media	Compensation: Equip Co & Other	Contract Bonuses: Academic Perform.	Contract Bonuses: Winning Perform..	Contract Bonuses: Other	Perks: Club Mbership	Perks: Car	Perks: Other	Multi-Yr Contract	Funding: State Approp.	Funding: Program Revenue	Funding: All Other

(A) = indicates previous coach / employee
(B) = indicates current coach / employee

(*) These coaches receive pay for their participation in off-campus clinics or events.
These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

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	Depart/Name/Title			Athletic FTE	Compensation: Base Salary	Camps/ Clinics	Media	Equip Co & Other	Contract Bonus: Academic Perform.	Winning Perform.	Other	Perks: Club Mbership	Car	Other	Multi-Yr Contract	Funding: State Approp.	Program Revenue	All Other	Base Salary Annualized Change**
	Athletic Administration:																		
x	Pauline Thiros		Athletic Director	0.72	191,999								Yes		Yes	191,999			14%
x	Robyn Sharp		Sr Assc AD Int Op&Sprt Prf/SWA	1.00	96,137										No	96,137			2%
x	Jonathon Match		Assoc AD Sports Info, Media Relations and Ga	1.00	64,763										No	64,763			New
x	Ryan Cheney		Asst Director Media Relations	1.00	46,050										No	46,050			9%
x	Natalie Christensen		Registered Dietician	0.25	16,628										No		16,628		9%
x	Marilyn Anderton		Insurance Coordinator	0.50	23,025										No		23,025		27%
x	Brandon Stephens		Dir of Strength & Conditioning	1.00	72,718										No	72,718			4%
x	Caroline Lipka		Director of Sports Marketing	1.00	48,333										No		48,333		6%
x	Thomas Renner		Athletic Equipment Manager	1.00	55,016										No	55,016			6%
x	Spencer Salvesen		Senior Maint. Craftsman/Game Ops	0.50	17,544										No		17,544		6%
x	Melissa Dixon		Admin Assistant	1.00	38,834										No	38,834			25%
x	Becky Naber		Mgmt Assistant	1.00	55,000										No	55,000			25%
x	Brandon Rodewald		Asst. Dir. Strength & Conditioning	1.00	60,684										No	60,684			New
	Men's Sports																		
	Football																		
x	Cody Hawkins		Hd Coach	0.91	195,678								Yes		Yes	195,678			9%
x	Korey Rush		Asst Coach	1.00	40,000										No	40,000	4,576		30%
x	Keith Price		Asst Coach	1.00	40,000										No	22,332	17,668		4%
x	Jacob Thomas		Asst Coach	1.00	70,000										No	53,172	16,828		2%
x	James Blevins		Asst Coach	0.43	21,346										No	11,740	9,606		New
x	Devin Holiday		Asst Coach	1.00	41,005										No	41,005			1%
x	Josh Runda		Asst Coach	1.00	85,000								Yes		No	85,000			New
x	Jesse Thompson		Asst FB Coach/Director FB Ops	1.00	50,865										No	50,865			-22%
x	Daniel Kuhn		Director of Football Oper.	0.43	12,808										No		12,808		New
x	Kody Hensley		Asst Coach	1.00	38,445								Yes		No	38,445	1,500		19%
x	Mark Weber	A	Asst Coach	0.49	37,212										No	37,212			1%
x	John Hughes	B	Asst Coach	0.45	31,769										No	31,769			New
x	Scott Theissen		Asst Coach	1.00	60,000										No	60,000			New
x	Kolney Cassel	B	Asst Coach	0.40	16,356										No	16,356			New
x	Josh Mondt	A	Asst Coach	0.56	19,519										No	19,519			New
x	Nicholas Alaimalo		Asst Coach	1.00	58,051										No	53,929	4,122		11%
x	Jeff Pitman		Asst Coach	0.84	63,231										No	30,002	33,229		New
x	Jarrett Meeker		Video Coordinator	1.00	30,000										No		30,000		5%
	Basketball																		
x	Ryan Looney		Hd Coach	0.96	120,863								Yes		Yes	120,863			2%
x	Cameron Clark		Asst Coach	1.00	39,557										No	38,370	1,207		New
x	George Eustachy		Asst Coach	1.00	48,000										No	48,000			8%
x	Jose White		Asst Coach	1.00	61,944										No	61,944		0	10%
	Tennis																		
x	Oliver Good		Hd Coach	1.00	45,652										Yeas	45,652			0%
	(A) = indicates previous coach / employee																		
	(B) = indicates current coach / employee																		
	Track & Field																		
x	Hillary L. Merkley		Hd Coach	0.45	34,706								Yes		Yes	34,706			3%
x	Joseph Silvers		Asst Track & Field Coach	0.50	23,765										No	23,765			6%
x	Marcia Mecklenberg		Asst Track & Field Coach	0.40	24,422										No	24,422			New

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	Depart/Name/Title		Athletic FTE	Compensation: Base Salary	Compensation: Camps/ Clinics	Compensation: Media	Compensation: Equip Co & Other	Contract Bonus: Academic Perform.	Contract Bonus: Winning Perform.	Contract Bonus: Other	Perks: Club Mbership	Perks: Car	Perks: Other	Multi-Yr Contract	Funding: State Approp.	Funding: Program Revenue	Funding: All Other	Base Salary Annualized Change**
	Cross Country																	
x	Nathan Houle	Hd Coach	0.50	32,455										No	32,455			4%
	Women's Sports																	
	Basketball																	
x	Seton Sobolewski	Hd Coach	0.96	135,075								Yes		Yes	135,075			1%
x	Maiya Michel	Asst Coach	1.00	66,784										No	66,784			4%
x	Dora Goles	Asst Coach	1.00	43,104										No	43,104			7%
x	Olivia Luu	Asst Coach	1.00	50,000										No	45,000	5,000		0%
	Volleyball																	
x	Sean Carter	Hd Coach	1.00	73,701								Yes		Yes	73,701			3%
x	Chelsea Scott	Asst Coach	1.00	44,450										No	44,450			7%
	Andri Dewey	Asst Coach	1.00	31,500										No	31,500			6%
	Tennis											No						
x	Gretchen Maloney	Hd Coach	0.92	54,300										Yes	54,300			5%
	Track & Field																	
x	Hillary L. Merkley	Hd Coach	0.45	34,706								Yes		Yes	34,706			3%
x	Joseph Silvers	Asst Track & Field Coach	0.50	23,765										No	23,765			6%
x	Marcia Mecklenberg	Asst Track & Field Coach	0.40	24,422											24,422			New
	Golf																	
x	Todd Loveland	Hd Coach	1.00	44,658										Yes	25,826	18,832		0%
	Cross Country																	
x	Nathan Houle	Hd Coach	0.50	32,455										No	32,455			4%
	Soccer																	
x	Dustin Downey	Hd Coach	1.00	70,265								Yes		Yes	70,265			4%
x	Jack Curtin	Asst Coach	0.52	24,182										No	24,182			6%
x	Mark Nerio	Asst Coach	1.00	31,500										No	31,500			
	Softball																	
x	Andrew Rich	Hd Coach	1.00	78,000								Yes		Yes	78,000			13%
x	Rebekah Cervantes	Asst Coach	1.00	47,986										No	47,986			6%
x	Kelsey Broadus	Asst Coach	1.00	35,880										No	35,880			10%
	Grand Total		48.54	3,076,113	0	0	0	0	0	0					2,821,303	260,906	0	

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Depart/Name/Title	Athletic FTE	Compensation: Base Salary	Compensation: Camps/ Clinics	Compensation: Media	Compensation: Equip Co & Other	Contract Bonus: Academic Perform.	Contract Bonus: Winning Perform.	Contract Bonus: Other	Perks: Club Mbership	Perks: Car	Perks: Other	Multi-Yr Contract	Funding: State Approp.	Funding: Program Revenue	Funding: All Other	Base Salary Annualized Change**
of time employed.																

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Depart/PCN	Name/Title		Athletic FTE	Compensation: Base Salary	Camps/ Clinics	Media	Equip Co & Other		Contract Bonus: Academic Perform	Winning Perform.	Other	Other: Club Memb.	Car	Other	Multi-Yr Contract	Funding: State Approp.	Program Revenue	All Other	Comments
Athletic Administration																			
8475	Gawlik, Terry	Athletic Director	1.00	210,227		15,000			10,000						yes	220,227	15,000		
8480	Haldeman, Garrett	Assoc AD, Business	1.00	91,742													91,742		
8651	Vacant	Asst Business Mgr	0.00	0													-		vacant
8482	McIlraith, Sean	Administrative Coordinator	1.00	53,485													53,485		
8691	Vacant	Administrative Coordinator	0.00	0													-		vacant
8490	Grove, John	Asst AD, Equipment	0.50	56,014	2,000		5,600	^^									61,614	2,000	
8491	Peeler, Jarrett	Asst Equip Mgr	0.50	51,983													51,983		
8492	Layman, Rickey	Director of Video & Technology	0.50	5,796													5,796		Resigned
8492	Lee, Janel	Director of Video & Technology	0.50	30,317													30,317		New Hire
8636	Kellogg, Zachary	Asst Video Svcs Coord	1.00	46,910													46,910		
8484	Pathomsiri, Nawanont	Multimedia Content Coord	1.00	44,839													44,839		
8495	Parrott, Casey	Dir Athletic Communications	0.50	11,032													11,032		Resigned
8495	Rolli, Jordyn	Asst Dir Communications	0.50	19,141			2,306	^^									21,447		New Hire
8494	Cutting, Kyle	Asst Dir Marketing	1.00	42,488													42,488		
8493	McCrea, Colton	Asst Dir Communications	1.00	44,272													44,272		
8504	Walsh, Christopher	Hd Trainer	1.00	76,270	1,082											11,520	64,750	1,082	
8500	Kuribayashi, Natsumi	Asst Trainer	1.00	43,948	1,514											43,948	-	1,514	
8650	Malinich, Clayton	Asst Trainer	1.00	49,426	1,645											49,426	-	1,645	
8660	Johnson, Kassandra	Asst Trainer	1.00	48,861	210												48,861	210	
8483	Asplund, Stacy	Student Insurance Coord	1.00	38,714												38,714	-	0	
8689	Heim, Caleb	Head Strength Coach	1.00	70,013	2,000		6,495	^^									76,508	2,000	
8687	Rinzel, Jack	Asst Strength	1.00	42,536			2,657	^^									45,193	0	New Hire
8688	Mikulecky, Brandon	Assoc Strength	1.00	40,900			3,653	^^									44,553	0	New Hire
8630	Mooney, Timothy	Assoc AD/External Ops	1.00	129,042									yes				129,042	0	
6534	Martin, Matthew	Assoc AD/Revenue Gen	1.00	96,854												96,854			
8644	Anderson, Eric	Admin Coor, Fundraising	1.00	39,070													39,070		
8692	Wolcott, Jerek	Asst AD, Mrktg & Fan Engagmt	1.00	71,373													71,373		
6379	Metzger, Lyn	Director of Ticket Ops	1.00	41,597			5,100	^^									46,697		New Hire
6376	Graham, Ty	Asst Dir Ticket Ops	1.00	42,086													42,086		
8690	Silflow, Shelby	Director of Trademark & Licensir	1.00	37,699													37,699		New Position
6179	Grove, Sara	Learning Spec	0.05	2,093	*												2,093		
Men's Sports																			
Men's Football																			
8550	Petrino, Paul	Hd Coach	1.00	79,539											yes	79,539	-		Contract ended

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8592 James (JD) Johnson	Asst AD, Football Ops	1.00	47,834	3,100							yes			47,834	-	3,100	
5632 Eck, Jason	Hd Coach	1.00	175,011		125,000	17,500 ^^	20,000		4,109					199,120	142,500	0	
3682 Asuega, Kapono	Assistant	1.00	45,184	6,000										45,184	-	6,000	
3121 Aurich, Robert	Assistant	1.00	115,349	4,600										115,349	-	4,600	
2979 Booth, Cody	Assistant	1.00	80,363	4,600										80,363	-	4,600	
3000 Ford, Thomas	Assistant	1.00	72,778	9,200										72,778	-	9,200	
3182 Franks, Stanley	Assistant	1.00	57,013	4,600										57,013	-	4,600	
3126 Linehan, Matthew	Assistant	1.00	45,184	4,600										45,184	-	4,600	
3700 Lose, David	Assistant	1.00	75,178	4,600										75,178	-	4,600	
2995 Schleusner, Luke	Assistant	1.00	116,738	4,600		11,500 ^^								116,738	11,500	4,600	
2946 Sutton, Tyler	Assistant	1.00	62,677	6,500		6,500 ^^								62,677	6,500	6,500	
3702 Jay, Robert	Assistant	1.00	8,654											8,654	-	0	New Hire
3702 Yelk, Tyler	Assistant	1.00	70,963	4,600										70,963	-	4,600	Resigned
Men's Basketball																	
8571 Claus, Zachary	Head Coach	1.00	119,553		20,000		2,000				yes			121,553	20,000		Non-renewed
8571 Pribble, Alexander	Head Coach	0.00	30,000			12,058 ^^								30,000	12,058		New Hire
8560 Harden, Jeremy	Assistant	1.00	42,467			2,377 ^^								42,467			Non-renewed
8560 Dunham, David	Assistant	0.00	5,250											5,250			New Hire
8570 Tripp, Kenneth	Assistant	1.00	49,610											49,610			Non-renewed
8570 Jones, Matthew	Assistant	0.00	9,661											9,661			New Hire
8572 Marrion, Tim	Assistant	1.00	71,373											71,373	-		Non-renewed
8572 Laird, Brandon	Associate Head Coach	0.00	12,310											12,310	-		New Hire
Men's Track & XC																	
8580 Cawley, Tim	Dir. of T&F	0.50	35,915		4,000									35,915	4,000		
8530 Floeck, Travis	Assistant	0.50	25,658											25,658	-		
8581 Fiebelkorn, Jeffrey	Assistant	0.50	21,244											21,244			
8635 Betthauser, Kelsey	Assistant	0.50	17,966			1,647 ^^								17,966	1,647		New Hire
Men's Golf																	
8591 Nuhn, David	Hd Coach	1.00	46,645				1,000							47,645	-		
Men's Tennis																	
8515 Hangstefer, Daniel	Hd Coach	1.00	49,668				2,750							52,418	-		
Women's Sports																	
Women's Basketball																	
8520 Newlee, Jon	Hd Coach	1.00	131,510		18,000		1,500		41,114 &		yes		yes	174,124	18,000		Non-renewed C

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8557 Eighmey, Carrie	Head Coach	0.00	14,310									yes		yes	14,310	-		New Hire
8521 Spence, Darin	Assistant	1.00	54,000		5,000	2,082	^^								54,000	7,082		Resigned
8521 Eighmey, Devin	Assistant	1.00	4,962												4,962	-		New Hire
8523 Muscatell, Drew	Assistant	1.00	55,064												55,064	-	0	
8522 Pierce, Taylor	Assistant	1.00	36,212												36,212	-		Resigned
8522 Brenke Diniz Moreira, A	Associate Head Coach	1.00	3,501												3,501	-		New Hire
Women's Track & XC																		
8580 Cawley, Tim	Dir. of T&F	0.50	35,915		4,000			1,980							37,895	4,000		
8530 Floeck, Travis	Assistant	0.50	25,658												25,658	-		
8581 Fiebelkorn, Jeffrey	Assistant	0.50	21,244												21,244			
8635 Betthauser, Kelsey	Assistant	0.50	17,966			516	^^								17,966	516		New Hire
Women's Volleyball																		
8540 Gonzalez, Andre	Hd Coach	1.00	90,002											yes	90,002	-		
5811 Bastuba, Bryan	Assistant	1.00	41,702												41,702			Resigned
5828 Logan, Maria	Assistant	1.00	5,848												5,848			New Hire
5828 Goree, Kalisha	Assistant	1.00	36,451												36,451			Resigned
Women's Soccer																		
8517 Clevenger, Jeremy	Hd Coach	1.00	55,168					1,500						yes	56,668	-		
8518 Ozmun, Neal	Assistant	0.50	15,368			4,582	^^								15,368	4,582		New Hire
8518 Mapson, Sean	Assistant	0.50	24,001												24,001	-		Resigned
Women's Golf																		
8590 Young, Stephanie	Hd Coach	1.00	60,008					1,000						Yes	61,008	-		
Women's Tennis																		
8673 Louwers, Sanne	Hd Coach	1.00	46,010					750							46,760	-		
Women's Swimming																		
8671 Mark Sowa	Hd Coach	1.00	70,283		7,500			1,000						yes	71,283	7,500		
8672 McCafferty, Morgan	Assistant	1.00	42,488												42,488	3,812		
8531 Southerland, James	Assistant	1.00	32,361												32,361	3,812		
Grand Totals		**66.05**	**4,088,545**	**65,451**	**198,500**	**84,573**		**43,480**	**0**	**45,223**					**3,049,209**	**1,416,359**	**65,451**	

* other portion of full FTE paid by Academic support
^ other portion of full FTE paid by Advancement
^^ employee moving reimbursement (now runs through payroll)
& share of game guarantee/gate per contract 2 years of payout, as there was contractual conversations
yes+ receive a car stipend between $200-$400/month rather than a car; this amount not included in base salary
yes* had a car for part of year only

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		Compensation				Contract Bonus			Other				Funding			
Depart/PCN/Name/Title	Athletic FTE	Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform	Winning Perform.	Other	Club Memb.	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Comments

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				Compensation			Contract Bonus			Other				Funding			Base Salary	
			Athletic	Base	Camps/		Equip Co	Academic	Winning		Club			Multi-Yr	State	Program	All	Annualized	
Depart/PCN/Name/Title			FTE	Salary	Clinics	Media	& Other	Perform	Perform.	Other	Memb.	Car	Other	Contract	Approp.	Revenue	Other	Change	Comments
Athletic Administration																			
8475	Gawlik, Terry	Athletic Director	1.00	213,595		15,000		10,000		4,632		yes+		yes	223,595	15,000		1%	
8480	Haldeman, Garrett	Assoc AD, Business	1.00	97,531												97,531		6%	
8651	Vacant	Asst Business Mgr	0.00	0															
8482	McIlraith, Sean	Administrative Coordinator	1.00	53,477												53,477		4%	
8691	Vacant	Administrative Coordinator	0.00	0															
8490	Grove, John	Asst AD, Equipment	1.00	56,618												56,618		1%	
8491	Peeler, Jarrett	Asst Equip Mgr	1.00	40,622												40,622		11%	
8492	Winchell, Dakota	Director of Video & Technology	1.00	45,760												45,760		-3%	
8636	Kellogg, Zachary	Asst Video Svcs Coord	1.00	54,018												54,018		15%	
8484	Pathomsiri, Nawanont	Multimedia Content Coord	1.00	43,243												43,243		8%	
8494	Cutting, Kyle	Asst Dir Marketing	1.00	46,072												46,072		8%	
8493	McCrea, Colton	Dir Communications	1.00	49,504												49,504		10%	
8495	Rolli, Jordyn	Asst Dir Communications	1.00	49,504												49,504			New Hire
8504	Hewlett, Carmen	Hd Trainer	1.00	70,013												70,013			New Hire
8693	Walsh, Christopher	Director of Sports Performance	1.00	90,002												90,002	0	18%	
8500	Kuribayashi, Natsumi	Asst Trainer	1.00	46,072											46,072	-		5%	
8650	Malinich, Clayton	Asst Trainer	1.00	54,184											54,184	-	0	9%	
8660	Johnson, Kassandra	Asst Trainer	1.00	49,566												49,566	0	1%	
8483	Asplund, Stacy	Student Insurance Coord	1.00	39,499											39,499	-		2%	
8689	Heim, Caleb	Head Strength Coach	1.00	70,616												70,616		1%	
8687	Rinzel, Jack	Asst Strength	1.00	46,072												46,072		8%	
8688	Mikulecky, Brandon	Assoc Strength	1.00	49,608												49,608		1%	
8630	Mooney, Timothy	Assoc AD/External Ops	1.00	129,875								yes				129,875		0%	
6534	Martin, Matthew	Assoc AD/Revenue Gen	1.00	15,000											15,000			-85%	Resigned, Position not filled cur
8644	Anderson, Eric	Admin Coor, Fundraising	1.00	41,995												41,995		7%	
8692	Wolcott, Jerek	Asst AD, Mrktg & Fan Engagmt	1.00	72,030												72,030		1%	
6379	Metzger, Lyn	Director of Ticket Ops	1.00	52,104												52,104		1%	
6376	Floyd, Logan	Asst Dir Ticket Ops	1.00	41,018												41,018		-4%	
8690	Silflow, Shelby	Director of Trademark & Licensir	1.00	70,616												70,616			New Hire
6179	Grove, Sara	Learning Spec	0.05	2,093	*											2,093		0%	
Men's Sports																			
Men's Football																			
8550	Petrino, Paul	Hd Coach	1.00	3,059								yes+		yes	3,059	-		-96%	Contract ended
8592	James (JD) Johnson	Asst AD, Football Ops	1.00	51,646								yes			51,646	-	0	8%	
5632	Eck, Jason	Hd Coach	1.00	175,011		125,000		10,000	15,000						185,011	125,000		0%	
3682	Asuega, Kapono	Assistant	1.00	46,114											46,114	-		2%	
3121	Aurich, Robert	Assistant	1.00	116,113											116,113	-		1%	
2979	Booth, Cody	Assistant	1.00	81,016											81,016	-		1%	
3000	Ford, Thomas	Assistant	1.00	71,501											71,501	-		2%	
3182	Franks, Stanley	Assistant	1.00	73,008											73,008	-		28%	

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3126 Linehan, Matthew	Assistant	1.00	46,114											46,114	-		2%	
3700 Lose, David	Assistant	1.00	75,504											75,504	-		1%	
2995 Schleusner, Luke	Assistant	1.00	120,016											120,016	-		4%	
2946 Sutton, Tyler	Assistant	1.00	63,003											63,003	-		1%	
3702 Jay, Robert	Assistant	1.00	75,005											75,005	-		-17%	
Men's Basketball																		
8571 Pribble, Alex	Head Coach	1.00	130,000		60,000		2,000				yes			132,000	60,000		-4%	
8560 Dunham, David	Assistant	1.00	65,000											65,000			35%	
8570 Jones, Matthew	Assistant	1.00	55,016											55,016			6%	
8572 Laird, Brandon	Assistant	1.00	80,018											80,018	-		12%	
8553 Eliss, Adam	Assistant	1.00	46,072											46,072				
Men's Track & XC																		
8580 Cawley, Tim	Dir. of T&F	0.50	36,244		4,000		1,020							37,264	4,000		1%	
8530 Floeck, Travis	Assistant	0.50	25,979											25,979	-		1%	
8581 Fiebelkorn, Jeffrey	Assistant	0.50	23,036											23,036			8%	
8635 Betthauser, Kelsey	Assistant	0.50	23,036											23,036	-		8%	
Men's Golf																		
8591 Nuhn, David	Hd Coach	1.00	47,341		2,000		750							48,091	2,000		1%	
Men's Tennis																		
8515 Grossbaum, Raleigh	Hd Coach	1.00	48,006											48,006	-		1%	
Women's Sports																		
Women's Basketball																		
8520 Newlee, Jon	Hd Coach	1.00	131,696										yes	131,696	-		0%	
8557 Eighmey, Carrie	Hd Coach	1.00	120,016		30,000								yes	120,016	30,000		-9%	
8521 Eighmey, Devin	Assistant	1.00	46,072											46,072	-		-29%	
8523 Muscatell, Drew	Assistant	1.00	60,008											60,008	-	0	9%	
8522 Moreira, Arthur	Assistant	1.00	70,013											70,013	-		56%	New Classification for PCN
Morris, Bailey	Assistant	1.00	46,072											46,072	-			New Hire
Women's Track & XC																		
8580 Cawley, Tim	Dir. of T&F	0.50	36,244		4,000		1,980							38,224	4,000		1%	
8530 Floeck, Travis	Assistant	0.50	25,979											25,979	-		1%	
8581 Fiebelkorn, Jeffrey	Assistant	0.50	23,036											23,036			8%	
8635 Betthauser, Kelsey	Assistant	0.50	23,036											23,036	-		8%	
Women's Volleyball																		
8540 Gonzalez, Andre	Hd Coach	1.00	90,002										yes	90,002	-		0%	
5811 Kriskova, Romana	Assistant	1.00	46,072											46,072			2%	
5828 Logan, Maria	Assistant	1.00	46,072											46,072			2%	
Women's Soccer																		
8517 Clevenger, Jeremy	Hd Coach	1.00	67,018										yes	67,018	-		23%	
8518 Ozmun, Neal	Assistant	1.00	47,008											47,008	-		-14%	

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5020 Heidelberger, Ashley	Assistant	1.00	46,072											46,072	-			New Hire
Women's Golf																		
8590 Young, Stephanie	Hd Coach	1.00	63,003											63,003	-		3%	
Women's Tennis																		
8673 Louwers, Sanne	Hd Coach	1.00	46,010											46,010	-		0%	
Women's Swimming																		
8671 Mark Sowa	Hd Coach	1.00	70,283		7,500		1,000						yes	71,283	7,500		0%	
8672 McCafferty, Morgan	Assistant	1.00	46,072						3,812					46,072	3,812		8%	
8531 Southerland, James	Assistant	1.00	38,002						3,812					38,002	3,812		17%	
Grand Totals		**68.05**	**4,454,950**	**0**	**247,500**	**0**	**26,750**	**15,000**	**12,256**					**3,159,742**	**1,577,081**	**0**		

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			Compensation				Contract Bonus			Other			All Compensation			Base Salary
Depart/Name/Title		FTE	Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change
Athletic Administration																
Brooke Henze	Director, Athletics	1.00	97,225						3,000	No	No	No	99,895		330	11.22%
George Laughlin	Director, Facilities & Operations	1.00	43,783			890				No	No	No	43,783		890	5.50%
Tracy Collins	Trainer	1.00	58,403						600	No	No	No	58,403		600	6.50%
Taryn Cadez-Schmidt	Asst. Athletic Trainer	1.00	46,060			600				No	No	No	46,060		600	6.50%
Austin Crain (New)	Asst. Athletic Trainer	1.00	34,176			600				No	No	No	34,176		600	New
Katie Palmer (Old)	Assistant Athletic Director	1.00	49,154			855				No	No	No	49,154		855	New
Kristina Keener	Business Manager	1.00	50,007			855				No	No	No	50,007		855	6.50%
Alisha Alexander	Assistant Director, Communications & Marketing and Director, Sports Information	1.00	47,873			280				No	No	No	47,873		280	6.50%
Samantha Malinich	Administrative Coordinator	1.00	38,428			750				No	No	No	38,428		750	New
Men's Sports																
Basketball																
Austin Johnson	Head Coach	1.00	68,113						1,000	No	Yes	No	69,113			6.54%
Calab Johnson	Asst. Coach	0.58	24,631							No	No	No			24,631	-40.90%
Evan Jenkins (Old)	Asst. Coach	1.00	47,960							No	No	No	26,858		21,103	6.50%
Andrew Stein	Asst. Coach	0.27	11,000							No	No	No			11,000	New
Tobin Karlberg (New)	Asst. Coach	0.28	2,000							No	No	No			2,000	New
Baseball																
Jake Taylor	Head Coach	1.00	79,014				500		2,000	No	Yes	No	81,514			5.50%
William Silvestri	Asst. Coach	1.00	45,401							No	No	No	45,401			5.50%
Allen Balmer	Asst. Coach	1.00	57,611	3,420						No	No	No	57,611	3,420		6.50%
Raymond Pedrina	Asst. Coach	0.12	4,995							No	No	No			4,995	0.00%
Brandon Vial (New)	Asst. Coach	0.09	4,000	100						No	No	No		100	4,000	New
Anthony Balderas (New)	Asst. Coach	0.14		5,946						No	No	No		5,946		New
Cross-Country																
Mike Collins	Head Coach	0.25	16,314						750	No	No	No	17,064			6.50%
Cyrus Hall (Old)	Asst. Coach	0.25	2,592							No	No	No	2,592			6.50%
Track																
Mike Collins	Head Coach	0.25	16,314				500		1,375	No	No	No	17,314		875	6.50%
Mathew Kelley	Asst. Coach	0.04	1,725							No	No	No		1,725		New
Cyrus Hall (Old)	Asst. Coach	0.25	2,592							No	No	No	2,592			6.50%
Jacob Whittaker	Asst. Coach	0.07	3,000							No	No	No		3,000		New
Sam Atkin	Asst. Coach	0.01	450							No	No	No		450		0.00%
Kurtis Bonner	Asst. Coach	0.07	3,000							No	No	No		3,000		New
Tennis																
Kai Fong	Head Coach	0.50	33,455						250	No	No	No	33,705			6.50%
Ryan LaPlante	Asst. Coach	0.50	21,953							No	No	No	21,953			New
Golf																
Braeden Campbell (Old)	Head Coach	0.50	1,980							No	No	No	1,980			New
Zach Anderson (New)	Head Coach	0.50	19,241							No	No	No	19,241			New

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Depart/Name/Title		FTE	Compensation: Base Salary	Compensation: Camps/ Clinics	Compensation: Media	Compensation: Equip Co & Other	Contract Bonus: Grad Rate	Contract Bonus: Winning Perform.	Contract Bonus: Other	Perks: Club Memb.	Perks: Car	Perks: Multi-Yr Contract	All Compensation: State Approp.	All Compensation: Program Revenue	All Compensation: All Other	Base Salary Annualized Change
Women's Sports																
Basketball																
Brian Orr	Head Coach	1.00	67,579	14,000						No	Yes	No	67,579		14,000	5.50%
Caelyn Orlandi	Asst. Coach	1.00	44,560	865		2,282				No	No	No	45,060	865	1,782	6.50%
Cross-Country																
Mike Collins	Head Coach	0.25	16,314						750	No	No	No	17,064			6.50%
Cyrus Hall (Old)	Asst. Coach	0.25	2,592							No	No	No	2,592			4.60%
Dance																
Christa Davis (New)	Interim Head Coach	0.12	5,000							No	No	No		5,000		New
Track																
Mike Collins	Head Coach	0.25	16,314						1,875	No	No	No	17,314		875	6.50%
Cyrus Hall (Old)	Asst. Coach	0.25	2,592							No	No	No	2,592			6.50%
Jacob Whittaker	Asst. Coach	0.07	3,000							No	No	No	3,000			75.00%
Mathew Kelley	Asst. Coach	0.04	1,725							No	No	No		1,725		New
Sam Atkin	Asst. Coach	0.01	450							No	No	No		450		0.00%
Kurtis Bonner	Asst. Coach	0.28	12,000							No	No	No	9,000	3,000		New
Volleyball																
Shaun Pohlman (Old)	Head Coach	1.00	56,342						500	No	Yes	No	56,842			5.50%
Katie Palmer (New)	Head Coach	1.00	1,154							No	Yes	No	1,154			New
Dante Frattini (New)	Asst. Coach	1.00	20,651							No	No	No	20,651			New
Drew Choules (Old)	Asst. Coach	1.00	8,752							No	No	No	8,752			0.00%
Tennis																
Kai Fong	Head Coach	0.50	33,455						250	No	No	No	33,705			6.50%
Ryan LaPlante	Asst. Coach	0.50	21,953							No	No	No	21,953			New
Golf																
Braeden Campbell (Old)	Head Coach	0.50	1,980							No	No	No	1,980			New
Zach Anderson (New)	Head Coach	0.50	19,241							No	No	No	19,241			New
	GRAND TOTAL	28.19	1,268,104	24,331	0	7,112	0	1,000	12,350				1,193,196	28,681	91,020	

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Athletic Administration																
Brooke Henze	Director, Athletics	1.00	101,114						2,000	No	No	No	102,894		220	4.00%
George Laughlin	Director, Facilities & Operations	1.00	46,052							No	No	No	46,052			5.18%
Tracy Collins	Trainer	1.00	61,032							No	No	No	61,032			4.50%
Taryn Cadez-Schmidt	Asst. Athletic Trainer	1.00	48,133							No	No	No	48,133			4.50%
Kristina Keener	Business Manager	1.00	52,008							No	No	No	52,008			4.00%
Alisha Alexander	Asst. Athletic Director - Sports Information & Media	1.00	54,000							No	No	No	54,000			12.80%
Samantha Malinich	Administrative Coordinator	1.00	46,052							No	No	No	46,052			8.36%
Austin Crain (New)	Asst. Athletic Trainer	1.00	46,052							No	No	No	46,052			New
Ty Graham (New)	Assistant Athletic Director	1.00	48,409							No	No	No	48,409			New
Men's Sports																
Basketball																
Austin Johnson	Head Coach	1.00	71,179						500	No	Yes	No	71,679			4.50%
Calab Johnson	Asst. Coach	1.00	46,052							No	No	No	29,934		16,118	New
Tobin Karlberg (New)	Asst. Coach	0.22	10,000							No	No	No			10,000	0.00%
Wallace Ungwiluk (New)	Asst. Coach	0.26	12,000							No	No	No			12,000	0.00%
Baseball																
Jake Taylor	Head Coach	1.00	82,570						1,000	No	Yes	No	83,570			4.50%
William Silvestri	Asst. Coach	1.00	47,218							No	No	No	47,218			4.00%
Allen Balmer	Asst. Coach	1.00	59,916	950						No	No	No	59,916	950		4.00%
Anthony Balderas	Asst. Coach	0.10		4,500						No	No	No		4,500		-0.24%
Cross-Country																
Mike Collins	Head Coach	0.25	17,048						500	No	No	No	17,548			4.50%
Kurtis Bonner	Interim Asst. Coach	0.25	9,963							No	No	No	9,963			New
Track																
Mike Collins	Head Coach	0.25	17,048					250	750	No	No	No	18,048			4.50%
Kurtis Bonner	Interim Asst. Coach	0.25	9,963							No	No	No	9,963			New
Tennis																
Kai Fong	Head Coach	0.50	34,961						500	No	No	No	35,461			4.50%
Ryan LaPlante	Asst. Coach	0.50	23,026							No	No	No	23,026			4.88%
Golf																
Zach Anderson (New)	Head Coach	0.50	23,026							No	No	No	23,026			New
Gordon Greg (New)	Asst. Coach	0.02	1,250							No	No	No	1,250			New

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Women's Sports																
Basketball																
Caelyn Orlandi (New)	Head Coach	1.00	60,000							No	Yes	No	60,000			6.50%
Brian Orr (Old)	Head Coach	1.00	10,633	2,340						No	No	No	10,633		2,340	0.00%
Cali Moscrip (New)	Asst. Coach	1.00	43,882							No	No	No	43,882			New
Cross-Country																
Mike Collins	Head Coach	0.25	17,048						500	No	No	No	17,548			4.50%
Kurtis Bonner	Interim Asst. Coach	0.25	9,963							No	No	No	9,963			New
Dance																
Christa Davis (New)	Interim Head Coach	0.22	10,000							No	No	No		10,000		50.00%
Track																
Mike Collins	Head Coach	0.25	17,048					250	750	No	No	No	18,048			4.50%
Kurtis Bonner	Interim Asst. Coach	0.25	9,963							No	No	No	9,963			New
Jacob Whittaker	Asst. Coach	0.19	9,000							No	No	No	0	9,000		50.00%
Matthew Kelley	Pole Vault Asst.	0.07	3,285							No	No	No		3,285		-4.70%
Volleyball																
Katie Palmer (New)	Head Coach	1.00	62,400							No	Yes	No	62,400			4.00%
Shaun Pohlman (Old)	Head Coach	1.00	8,668							No	No	No	8,668			0.00%
Shann Mack (New)	Asst. Coach	1.00	46,052	10,000						No	No	No	46,052	10,000		New
Tennis																
Kai Fong	Head Coach	0.50	34,961							No	No	No	34,961			4.50%
Ryan LaPlante	Asst. Coach	0.50	23,026							No	No	No	23,026			4.88%
Golf																
Zach Anderson (New)	Head Coach	0.50	23,026							No	No	No	23,026			New
Gordon Greg (New)	Asst. Coach	0.02	1,250							No	No	No	1,250			New
	GRAND TOTAL	25.06	1,358,276	17,790	0	0	0	500	6,500				1,304,653	37,735	40,678	

SUBJECT

Athletics Gender Equity Reports

REFERENCE

June 2016	Board adopted the reports required by the institutions' federal regulatory body regarding compliance with Title IX in athletics programs, along with summaries of such reports, as the method to report to the Board on gender equity.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Title IX of the Education Amendments of 1972 is the federal legislation that bans gender discrimination in schools, whether in academics or athletics. Title IX states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance …." (20 U.S.C. § 1681(a)). Relative to intercollegiate athletics, the Office for Civil Rights considers three broad areas in determining whether or not an institution is meeting its Title IX obligations. The three areas address equity in athletic participation opportunities, athletically-related financial aid and other program benefits, supports and services.

In 1996 the US Department of Education's Office for Civil Rights (OCR) issued a "Clarification of Intercollegiate Athletics Policy Guidance" This guidance addressed the three broad areas of Title IX compliance and made clear that relative to area 1 regarding participation opportunities, any of the 3 prongs may be used to demonstrate compliance.[1]

First, the selection of sports and the level of competition must accommodate the students' interests and abilities, using one of the three prongs listed below. Institutions may demonstrate they are meeting Title IX obligations using any of the three prongs.

1. Participation opportunities for male and female students are provided in numbers **substantially proportionate** to their respective enrollments.
2. Where the members of one gender have been and are underrepresented among intercollegiate athletes, whether the institution can show a **history** and **continuing practice of program expansion**, which is demonstrably responsive to the developing interests, and abilities of that gender.
3. Where the members of one gender are underrepresented among intercollegiate athletes and the institution cannot show a continuing practice of program expansion, whether it can be demonstrated that the interests

[1] See: https://www2.ed.gov/about/offices/list/ocr/docs/title9-qa-20100420.html

and abilities of the members of that gender have been **fully and effectively accommodated** by the present program.

Second, athletic-related financial assistance must be substantially proportionate to the ratio of male and female athletes. Institutions within 1% variance are considered compliant.

Third, benefits, opportunities, and treatments afforded sports participants are to be equivalent, but not necessarily identical, including equipment and supplies, scheduling of games and practices, travel expenses, availability and compensation of coaches, quality of facilities, medical services, housing, dining, and recruitment.

Overall, compliance is determined based on a program-wide consideration, and, not on a sport-by-sport comparison.

Idaho State Board of Education (Board) Policy V.X.4.c. requires the four-year institutions to provide gender equity reports for review by the Board. The reports include a narrative discussion of gender equity-related issues along with a summary table, which distills data from the detailed gender equity report provided annually by each institution to the U.S. Department of Education.

IMPACT

The attached summary worksheets show the institutions' enrollment, financial aid, and participants by gender. The worksheets also show the actual revenues and expenses for the most current completed fiscal year by sport, as well as overall operating (Game Day) expenses, number of participants, and operating expenses per participant. Finally, the worksheets provide information on average salaries of coaches and the count of coaches per sport by gender.

ATTACHMENTS

Attachment 1: BSU Gender Equity Narrative
Attachment 2: BSU Gender Equity Worksheet
Attachment 3: ISU Gender Equity Narrative
Attachment 4: ISU Gender Equity Worksheet
Attachment 5: UI Gender Equity Narrative
Attachment 6: UI Gender Equity Worksheet
Attachment 7: LCSC Gender Equity Narrative
Attachment 8: LCSC Gender Equity Worksheet

STAFF COMMENTS AND RECOMMENDATIONS

Significant information on gender equity aspects of athletic operations at the individual institutions is included in the attached narrative documents. The actual detailed "Equity in Athletics Data Analysis (EADA)" reports are also available for review and analysis by the public on the U.S. Department of Education website at https://ope.ed.gov/athletics/. This site also provides tools to download EADA

reports for any NCAA or NAIA institution and to compare groups of institutions and review trends.

In their narratives, the institutions reported the status of compliance across the areas of Title IX.

Representatives from the four affected institutions will be available in the event that Board members have questions on specific areas related to Gender Equity reports or on the institutions' efforts related to achieving/maintaining equity.

BOARD ACTION

This item is for informational purposes only.

BOISE STATE UNIVERSITY GENDER EQUITY NARRATIVE

Boise State University is committed to supporting its student-athletes both academically and athletically and to complying with Title IX of the Education Amendments of 1972 (Title IX). Boise State monitors compliance with Title IX internally and through periodic external reviews from qualified consultants. These reviews provide recommendations that are intended to help achieve compliance in areas where gender differences may currently exist and help maintain compliance in areas where gender differences may be developing.

Last year, Boise State University utilized the comprehensive review of the intercollegiate athletic program completed in the 2021-2022 school year to strategize, develop policy, and guide budget decisions affecting rates of participation, financial aid awarded, and enhancement of program areas in 2022-2023 and beyond where gender discrepancies exist or could be developing.

Accommodation of Interests and Abilities (Participation)

Prong 1: Proportionality

Factors: Participation Opportunities

Summary: In 2022-2023, women made up 56.7 percent of undergraduate enrollment (an increase of 2.4 percent since the 2019-2020 school year) and 51.1 percent of the athletic participants (a decrease of 1.3 percentage points over FY22), meaning Boise State did not meet the proportionality test in FY23.

Prong 2: History and Continuing Practice of Program Expansion

Factors: Additional Opportunities

Summary: Boise State does not meet test two (program expansion for the underrepresented sex). A net of four women's teams have been added since the 1970s.

Prong 3: Underrepresented gender is fully and effectively accommodated by present program

Factors: Sufficient Interest

Summary: Boise State does not meet test three (full accommodation of the underrepresented sex), as sufficient interest, ability and competition appear likely for women's lacrosse, swimming, and water polo, which Boise State does not currently offer.

Action: The university is in the process of making changes to meet test one (proportionality), as it has done for nine out of the last thirteen academic years. Over the next year, Boise State will evaluate the best way to have a net addition of a minimum of 38 opportunities for women, which will allow the program to match current undergraduate enrollment rates with athletic participation. This can be achieved through continued monitoring of existing participation, responsible department-wide roster management to

ensure equitable participation opportunities on existing teams for female student-athletes, and the evaluation of the addition of another women's sport program. The university will create a committee to help guide these decisions including reviewing existing data, determining what additional data is needed, and creating surveys to guide the decision-making process.

Athletic Financial Assistance

Summary: An analysis of athletic financial aid in FY23 shows that women were awarded scholarships at a rate 4.6% less than their rate of participation, exceeding the 1% variance for presumed compliance. This is an improvement over the FY22 variance of 5.4 percentage points.

Action: Absent extenuating circumstances, Athletics will fully award female athletic scholarships during the academic school year. Emphasis will be placed on providing adequate resources for all women's equivalency sports to be able to recruit and fully award allowable scholarships.

Other Athletic Benefits and Opportunities

Summary: Boise State has engaged in a comprehensive analysis and prioritization plan to address areas where gender disparities exist in the 11 other areas of athletic benefits and opportunities.

In the area of practice, competition and locker room facilities, many of the previously identified disparities have been addressed. The university installed stadium lights at both the soccer and softball facilities, improving each of those team's competition and practice facilities as well as improving scheduling for games and practices. At soccer, new goal standards were installed at their practice and competition facility to improve field conditions for the goalkeeper's box. The volleyball practice and competition court was resurfaced.

Additionally, as part of a multi-phase renovation, phase one improvements and furniture upgrades were made in the following locker rooms: women's indoor volleyball, beach volleyball, women's golf, and women's cross country and track. Phase two locker room improvements for these programs are underway and will provide new lockers, furniture, privacy walls, and carpeting once completed.

To improve concerns in the areas of coaching and support staff, the department created two new positions by hiring Directors of Operations for both gymnastics and softball. Additionally, new multi-year contracts or contract extensions were approved for the head coaches of beach volleyball, gymnastics, women's golf, and softball, as well as a multi-year contract for the associate head gymnastics coach. To improve discrepancies in recruitment, the soccer head coach was assigned a courtesy car for FY23.

Boise State University
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2022 through June 30, 2023

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	5,808	43%
Female Students	7,594	57%
Totals	**13,402**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$ 5,200,742	54%	$ 714,812
Women's Teams	$ 4,438,224	46%	$ 251,548
Totals for All Teams	$ 9,638,966	**100%**	$ 966,360

Athletic Participation

	Number of Participants		Number of Participants Participating on a Second Team		Number of Participants Participating on a Third Team	
Sport	Men's Teams	Women's Teams	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Basketball	16	24	0	0	0	0
Beach Volleyball	0	15	0	3	0	0
Cross Country	23	23	1	3	22	18
Football	112	0	0	0	0	0
Golf	9	9	0	0	0	0
Gymnastics	0	19	0	0	0	0
Soccer	0	38	0	0	0	0
Softball	0	26	0	0	0	0
Tennis	10	9	0	0	0	0
Track, Indoor	27	31	4	14	23	18
Track, Outdoor	27	30	4	14	22	18
Volleyball	0	16	0	3	0	0
Total Participants	**224**	**240**	**9**	**37**	**67**	**54**
Participant Proportion	**48.28%**	**51.72%**				
Unduplicated Count of Participants	**175**	**185**				

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 4,719,560	$ 2,786,092	$ 7,505,652	$ 4,823,977	$ 2,786,092	$ 7,610,069	$ (104,417)	$ -	$ (104,417)
Beach Volleyball	$ -	$ 657,805	$ 657,805	$ -	$ 657,805	$ 657,805	$ -	$ -	$ -
Football	$ 24,013,799	$ -	$ 24,013,799	$ 17,141,911	$ -	$ 17,141,911	$ 6,871,888	$ -	$ 6,871,888
Golf	$ 130,112	$ 479,326	$ 609,438	$ 533,625	$ 479,326	$ 1,012,951	$ (403,513)	$ -	$ (403,513)
Gymnastics	$ -	$ 1,302,887	$ 1,302,887	$ -	$ 1,302,887	$ 1,302,887	$ -	$ -	$ -
Soccer	$ -	$ 1,338,883	$ 1,338,883	$ -	$ 1,338,883	$ 1,338,883	$ -	$ -	$ -
Softball	$ -	$ 1,294,615	$ 1,294,615	$ -	$ 1,294,615	$ 1,294,615	$ -	$ -	$ -
Tennis	$ 131,416	$ 803,777	$ 935,193	$ 583,530	$ 803,777	$ 1,387,307	$ (452,114)	$ -	$ (452,114)
Track	$ 297,371	$ 1,474,090	$ 1,771,461	$ 1,360,560	$ 1,474,090	$ 2,834,650	$ (1,063,189)	$ -	$ (1,063,189)
Volleyball	$ -	$ 1,414,183	$ 1,414,183	$ -	$ 1,414,183	$ 1,414,183	$ -	$ -	$ -
Totals for All Teams	**$ 29,292,258**	**$ 11,551,658**	**$ 40,843,916**	**$ 24,443,603**	**$ 11,551,658**	**$ 35,995,261**	**$ 4,848,655**	**$ -**	**$ 4,848,655**
Not Allocated by Gender/Sport			$ 11,790,996			$ 16,639,646			$ (4,848,650)
Grand Totals for Athletics			**$ 52,634,912**			**$ 52,634,907**			**$ 5**
Totals for All Sports Except Football & Basketball	$ 558,899	$ 8,765,566	$ 9,324,465	$ 2,477,715	$ 8,765,566	$ 11,243,281	$ (1,918,816)	$ -	$ (1,918,816)

Operating (Game Day) Expenses

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 1,030,089	$ 618,093	$ 1,648,182	16	24	40	$ 64,381	$ 25,754	$ 90,134
Beach Volleyball	$ -	$ 179,194	$ 179,194	0	15	15	$ -	$ 11,946	$ 11,946
Football	$ 1,977,123	$ -	$ 1,977,123	112	0	112	$ 17,653	$ -	$ 17,653
Golf	$ 134,183	$ 109,960	$ 244,143	9	9	18	$ 14,909	$ 12,218	$ 27,127
Gymnastics	$ -	$ 232,117	$ 232,117	0	19	19	$ -	$ 12,217	$ 12,217
Soccer	$ -	$ 195,863	$ 195,863	0	38	38	$ -	$ 5,154	$ 5,154
Softball	$ -	$ 392,148	$ 392,148	0	26	26	$ -	$ 15,083	$ 15,083
Tennis	$ 132,057	$ 130,291	$ 262,348	10	9	19	$ 13,206	$ 14,477	$ 27,682
Track	$ 347,573	$ 376,537	$ 724,110	77	84	161	$ 4,514	$ 4,483	$ 8,997
Volleyball	$ -	$ 247,413	$ 247,413	0	16	16	$ -	$ 15,463	$ 15,463
Totals for All Teams	**$ 3,621,025**	**$ 2,481,616**	**$ 6,102,641**	**224**	**240**	**464**	**$ 16,165**	**$ 10,340**	**$ 13,152**
Totals for All Sports Except Football & Basketball	$ 613,813	$ 1,863,523	$ 2,477,336	96	216	312	$ 32,629	$ 91,040	$ 123,669

Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutonal Salary per Coach	$ 568,824	$ 126,786	$162,669	$62,586
Number of Coaches Used to Calculate Average	5	9	20	18
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	$ 634,848	$133,929	$ 186,976	$72,215
Full-Time Equivalents (FTEs) Used to Calculate Average	4.48	8.52	17.40	15.60

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	1		1						**1**
Football	1		1						**1**
Golf	1		1						**1**
Tennis	1		1						**1**
Track & Field & Cross Country		1	1						**1**
Totals for Men's Teams	**4**	**1**	**5**	**0**	**0**	**0**	**0**	**0**	**5**
Women's Varsity Teams									
Basketball	1		1						**1**
Beach Volleyball					1		1		**1**
Golf					1		1		**1**
Gymnastics					1		1		**1**
Soccer	1		1						**1**
Softball	1		1						**1**
Tennis	1		1						**1**
Track & Field & Cross Country		1	1						**1**
Volleyball	1		1						**1**
Totals for Women's Teams	**5**	**1**	**6**	**0**	**3**	**0**	**3**	**0**	**9**

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned to Team Full-Time	Assigned to a team Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned to Team Full-Time	Assigned to a team Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	3		3						**3**
Football	10	4	10	4					**14**
Golf	1		1						**1**
Tennis	1	1	1	1					**2**
Track & Field & Cross Country		5	4	1		1	1		**6**
Totals for Men's Teams	**15**	**10**	**19**	**6**	**0**	**1**	**1**	**0**	**26**
Women's Varsity Teams									
Basketball	1		1		2		2		**3**
Beach Volleyball	1		1			1		1	**2**
Golf						1		1	**1**
Gymnastics	1		1		1		1		**2**
Soccer	1		1		1		1		**2**
Softball					2		2		**2**
Tennis	1		1			1		1	**2**
Track & Field & Cross Country		4	4			2	1	1	**6**
Volleyball					2		2		**2**
Totals for Women's Teams	**5**	**4**	**9**	**0**	**8**	**5**	**9**	**4**	**22**

Idaho State University

Idaho State University Gender Equity Narrative
February 2024

Idaho State University and the Department of Athletics are committed to providing quality opportunities and experiences to all student-athletes, and complying with Title IX of the Education Amendments of 1972.

In order to inform its long and short term efforts, Idaho State University executed an internal review of Title IX compliance relative to gender equity. In 2018 we commissioned a comprehensive external gender equity review, the results of which were delivered early in 2019. This review was followed by 9 months of work by a Gender Equity Committee, with representation from across campus, to develop a Five Year Gender Equity Plan. The resulting plan continues to guide our efforts. Implementation of many facets of that plan were interrupted by COVID 19, and robust efforts toward implementation were embarked upon beginning in 2021. Currently, ISU is undergoing a 3 year review of progress. This review is being conducted by a Gender Equity Review Committee with oversight of the FAR. A full report is expected late spring 2024..

This narrative will outline steps taken to address recommendations of the original external review, demonstrate progress on the Five Year Gender Equity Plan, and provide a snapshot of the current status of compliance.

Prong I of Title IX - Participation Proportionate to Enrollment

The 2021-22 Idaho State University Enrollment ratio of males to females was 41% : 59%, which became our target for proportionality for 2022-23. The ratio of males to females participating in ISU Athletics, however, was 49% : 51%. This is due to 2 factors: (1) The expansion of the football roster to a limit of 110, which is within the NCAA allowable number, and is in the middle of the range of roster sizes to be competitive in the Big Sky Conference. We found that the smaller roster limit not only impacted team performance in this high injury sport, but we observed a negative effect on student-athlete health and wellness due to depleted rosters. (2) Women's rosters experienced some natural attrition due to the exit of the extra "COVID seniors" previously carried on rosters, as well as normal fluctuations in roster size.

The 49%:51% based on raw EADA data fails to meet the exact proportion of women to men represented in enrollment by 8%, the actual evaluation by OCR would differ from this raw data.

Guidelines presented at ATIXA Gender Equity Compliance Training suggested that an OCR evaluation of compliance on campus would involve a significant number of factors, including the removal of students on the roster who did not have the opportunity to participate in any competition due to injury, hardship, redshirt, or other circumstance. Further, the OCR takes into consideration the other prongs of compliance, performance against a plan, non-discriminatory reasons for differences in ratios, and other factors considered in a case by case evaluation. Idaho State Athletics continues to make good faith efforts to become "substantially proportionate" and we are actively incorporating Title IX at the institutional level in the spirit the law expects.

While annual participation ratios remain relatively constant, the ever-growing proportion of women to men in Idaho State University's enrollment continues to make achieving precise compliance with the proportionality prong of Title IX challenging. The most current enrollment figures, 2022-23, have once again moved the target, now 40% : 60% for the coming year. Efforts will be made to expand the rosters of womens' teams, however, ISU Athletics is mindful of how that may impact the experience of student athletes. Ultimately, the University will need to add a womens' sport to fully comply according to proportionality. Doing so will require Idaho State Board of Education support, and would be best served through a collaborative effort among Idaho institutions and Big Sky Conference member institutions. Further, a sustainable budget would most certainly require some level of appropriated and legislative support.

For 2022-2023, ISU Athletics imposed unchanged roster limits in the sports of Men's Basketball (17), Football (110), Men's Indoor Track & Field, Men's Outdoor Track & Field/Cross Country (79), and Men's Tennis (10), to which men's teams successfully adhered. Simultaneously, women's rosters experienced natural fluctuations in size and this year resulted in smaller numbers for reasons noted above. The department will continue to work to offer increased female participation by adding a modest number of opportunities to rosters of existing women's teams as feasible, and at the discretion of the respective head coach. While Idaho State University has instituted the roster limits noted above in an effort to move closer to proportionality, it is not a sustainable practice due to continual increase in female students enrolled at ISU.

It is evident that to achieve full proportionality, Idaho State University will have to add a women's sport. This will become possible at such times as institutional funding and the State Athletics Funding Cap are sufficient to include a base personnel and operating budget for an additional sport. Such future funding will need to be accompanied by significant private philanthropic support.

Prong II of Title IX - History and Continuing Practice of Program Expansion for the Underrepresented Sex

Idaho State University currently offers 15 NCAA Division I teams, six teams for men and nine teams for women. Aside from expanding rosters of current women's teams, ISU has not added a women's sport in more than 5 years. In order to demonstrate a significant expansion of opportunities, Idaho State University will need to explore adding a women's sport in the future.

Two sports which represent opportunities because of interest and proximity to competition, are beach volleyball (12 opportunities) and women's wrestling (25 opportunities).

Prong III of Title IX - Full and Effective Accommodation of the Interests/Abilities of Underrepresented Sex

The determination of whether women are fully and effectively accommodated by the present program includes determining whether there is sufficient interest and ability among women for a viable team not currently offered in the intercollegiate program. The Director of Athletics has been approached by some constituents who advocate for the addition of wrestling, which is now offered at Idaho High Schools, including a State Championship in Women's Wrestling.

A survey was conducted by the previous FAR and the Athletics Advisory Board (AAB) in 2019 to gather data regarding the level of interest and ability with regard to potential women's sport additions. The most recent survey targeted all current full-time students at Idaho State University, and identified (1) swimming, (2) rugby and (3) beach volleyball as having the most significant interest. No steps were taken to begin long term planning for the addition of a women's sport due to the need for more statistically valid data, and a lack of operating funds.

Financial Aid

Idaho State University fully funds the NCAA maximum level of scholarships in each sport it sponsors. In 2022-23, $2,816,402 or 54% of financial aid was distributed to male student-athletes and $2,362,768 or 46% of financial aid was distributed to female student athletes. As demonstrated on the chart below, this difference is attributed to the fact that ISU is meeting NCAA maximums for all sports, which limits the total number of scholarships which can be provided to women to 85.

NCAA Scholarship Limits for Big Sky Conference Core Sports					
MEN			WOMEN		
SPORT	NCAA LIMIT	ISU FUNDING	SPORT	NCAA LIMIT	ISU FUNDING
Football	63	63	Softball	12	12
TF/Cross	12.6	12.6	TF/Cross	18	18
Basketball	13	13	Basketball	15	15

Tennis	4.5	4.5	Tennis	8	8
			Volleyball	12	12
			Golf	6	6
			Soccer	14	14
TOTAL	**93.1**	**93.1**	**TOTAL**	**85**	**85**

Efforts are made to ensure the NCAA maximums are awarded in all women's sports, but fluctuations occur in rosters with early graduations, transfers, and recruiting gaps. The practice of allowing unutilized scholarship funds within a program to be spent to fund other areas of that program was discontinued in 2018, eliminating an unintended incentive to "save" scholarship funds in order to supplement other budgetary needs in women's programs.

Equitable Treatment and Quality of Experience Within Programs

Providing a quality experience and appropriate support to all student athletes is a priority for the Department of Athletics. While the long term goal is to achieve proportionality, the short term goal is to provide an equal and quality experience for Bengal student-athletes across genders. We feel strongly that we must invest properly in existing opportunities prior to creating additional opportunities as this could diminish the overall quality of all programs. Ensuring equitable, high quality experiences for all student athletes, and addressing specifically identified deficiencies in women's programs, has been the focus of program reallocations and investments over a period of years.

A zero-based and collaborative budgeting process has guided the department in the appropriate allocation of resources to address areas of inequity. Improvements have been funded through (1) reallocations of existing funding (2) student fee revenue and (3) fundraising and sponsorship increases.

This year, under the direction of the FAR, a Committee including these professionals and many others from across campus, has conducted a comprehensive review of progress against the Five Year Gender Equity Plan and will deliver a report prior to the end of Fiscal Year 2024.

The following are initiatives and elements which have been added to positively impact the equitable experience of all student athletes since the last report.

INITIATIVE		FUNDING VEHICLE
Added a graduate assistant to the sports performance (strength and conditioning) staff to better serve all sports.	$25,000	Fundraising
Completed construction on a new student success center to locate all academic advisors under one roof next to the study hall and meeting spaces for equitable access. Expanded study hall hours to accommodate all team schedules equitably.	$130,000	Fundraising
Added a second Learning Specialist, as the first addition was able to accommodate primarily football needs (90% of her time). The additional specialist is accommodating the remaining needs across sports and funding is available to add more hours to meet needs.	$20,800	Fundraising
Upgrades are underway to the Softball venue to update backstops, fencing, pressbox, and address safety concerns and maintenance across the facility.	$240,000	Deferred Maintenance Funds
Addition of a football strength and conditioning coach to oversee and address the needs of that program and allow the existing strength staff to devote additional time to other programs.	$75,000	Reallocation (50%) Fundraising (50%)
Increased the previously part-time Head Women's Golf Coach position to a full time position with benefits and incentives.	$28,200	Reallocation (25%) Fundraising (75%)
Expanded golf team tournament schedule in 2023.	$20,000	Fundraising
Last year ISU added a full-time assistant coach to Women's Volleyball to reach NCAA maximum. The maximum has now increased by an	$22,500	Fundraising

additional coach, which is intended to be added in FY25.		
Increased to 6, from 4.5, the number of scholarships awarded to the Women's Golf Team.	$35,000	Indirect Institutional Support
Completed construction of a new fueling station located adjacent to the Strength and Conditioning Center and the Athletic Training Room. The facility provides equal access to all student athletes for nutrition and recovery. The station distributes whole grains, fruits, proteins as well as supplements.	$100,000	Fundraising
Added nutrition CPIs and an additional RDN to provide a higher level of consultation and care for all student-athletes. Focus on recovery and rehabilitation nutrition, anemia, disordered eating.	$10,000	CPI Program PMC Partnership
Implemented distribution of NCAA approved supplements to support athletic performance and recovery. Distribution is available to provide every student athlete with their choice of Black Label products daily.	$250,000	Partnership with Black Label Supplements
Expanded TFX travel budget to ensure adequate competition opportunities and appropriate accommodations.	$80,000	Fundraising
In 2023, partial Cost of Attendance was awarded on a limited basis for recruiting purposes for Football and Men's and Women's Basketball. This year that opportunity was expanded to Women's Volleyball, followed by Softball to be awarded for the first time. Further expansion of the COA program will follow as funding continues to grow.	$200,000	Fundraising
We have doubled our investment in nutrition from $25,000 to $50,000, to better serve programs beyond football.	$25,000	Fundraising
Added 1 FTE as a women's soccer assistant coach in the fall of 2023 to provide equity in the access to coaching and instruction.	$45,000	Reallocation (50%) Fundraising (50%)
In an effort to afford equal scheduling and competition opportunities to all sports, as well as reduce travel, we have committed to host tournaments in Softball and Women's Volleyball. This required investments in rooms and game guarantees at a high level.	$40,000	Reallocation (35%) Fundraising (30%) Sponsorships (30%)
Secured space for equipment operations in Reed Gymnasium to better serve the needs of student-athletes (primarily women) who have daily practice in that facility. Convenient storage and laundering of apparel is provided with a drop off location for VB/ WBB / MBB / W Tennis / M Tennis / W Golf	Cost Neutral	
Updated Davis Fieldhouse facilities to provide ready access to ice and the recovery cold whirlpool for soccer, TFX athletes in their practice location.	$15,000	Fundraising
Implemented an NIL Marketplace, Bengal Exchange, to provide equal access to potential NIL Partners to all student athletes	$17,000	Reallocation
MBB has had the opportunity to go on a foreign tour. This summer we will be able to send WSOC and WBB on foreign tours.	$120,000	Fundraising
A charitable gift has been secured to provide new flooring and equipment for a full renovation of the Strength and Conditioning Center. The upgrade is intended to allow multiple teams to utilize the space at one time, therefore increasing access and scheduling opportunities across all sports.	$375,000	Fundraising
Implemented a robust mental health and sports performance program	$37,000	Fundraising

to include a counseling platform called MindFlow, 2 days monthly of services from a sports psychologist, and the addition of 1 FTE counselor which will be available to student athletes. Services are distributed equitably across all programs.		FTE is funded by Division of Health Sciences through patient billings
Added to WBB travel budget to allow flights out of Pocatello instead of SLC.	$20,000	Fundraising
Sent Associate AD for Compliance and FAR to ATIXA Gender Equity Compliance Conference to continue to learn how ISU can be a model for excellence in Gender Equity.	$5,000	Institutional Support

Idaho State University Five Year Gender Equity Plan

We have advanced through three years of the five year plan drafted by the Gender Equity Committee under the oversight of the FAR. At this time, we are again collaborating with the FAR to evaluate progress against the plan, and to accept formal recommendations for adjustments and additions. We continue to monitor progress and work toward full compliance.

Idaho State University
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2022 through June 30, 2023

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	2,125	39.8%
Female Students	3,208	60.2%
Totals	**5,333**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$ 2,816,402	54%	$ 215,342
Women's Teams	2,362,768	46%	148,064
Totals for All Teams	**$ 5,179,171**	**100%**	**$ 363,406**

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	17	29	46				
Football	108		108	1			
Golf		7	7				
Soccer		29	29				
Softball		24	24				
Tennis	9	8	17				
Track & Field (Indoor)	33	47	80	32	46	9	11
Track & Field (Outdoor)	33	46	79	32	46	9	11
Cross Country	9	11	20	9	11	9	11
Volleyball		16	16				
Total Participants	**209**	**217**	**426**	**74**	**103**	**27**	**33**
Percentage of Total	**49%**	**51%**	**100%**				
Unduplicated Count	**167**	**160**					

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$1,335,708	$1,480,647	$ 2,816,355	$1,335,708	$1,480,647	$ 2,816,355	$ -	$ -	$ -
Football	$4,944,754		$ 4,944,754	$4,944,754		$ 4,944,754	0		$ -
Golf		$229,111	$ 229,111		$229,111	$ 229,111		0	$ -
Soccer		$675,719	$ 675,719		$675,719	$ 675,719		0	$ -
Softball		$776,923	$ 776,923		$776,923	$ 776,923		0	$ -
Tennis	$204,809	$273,645	$ 478,455	$204,809	$273,645	$ 478,455	0	0	$ -
Track & Field & Cross Country	$502,904	$639,491	$ 1,142,394	$502,904	$639,491	$ 1,142,394	0	0	$ -
Volleyball		$846,013	$ 846,013		$846,013	$ 846,013		0	$ -
Totals for All Teams	**$6,988,175**	**$ 4,921,548**	$ 11,909,723	**$6,988,175**	**$4,921,548**	$ 11,909,723	**$ -**	**$ -**	$ -
Not Allocated by Gender/Sport			3,650,539			3,650,539			$ -
Grand Totals for Athletics			**$ 15,560,262**			**$ 15,560,262**			$ -
Totals for All Sports Except Football & Basketball			$ 7,799,153			$ 7,799,153			$ -

Operating (Game Day) Expenses
(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 388,049	$ 322,061	$ 710,110	17	29	46	$ 22,826	$ 11,106	$ 15,437.18
Football	$ 991,515		$ 991,515	108		108	$ 9,180.70		$ 9,180.70
Golf		$ 98,980	$ 98,980		7	7		14,140	$ 14,140.03
Soccer		$ 158,475	$ 158,475		29	29		5,465	$ 5,464.64
Softball		$ 269,890	$ 269,890		24	24		11,245	$ 11,245.41
Tennis	$ 97,438	$ 56,706	$ 154,144	9	8	17	10,826	7,088	$ 9,067.31
Track & Field & Cross Country	$ 136,523	$ 137,012	$ 273,535	75	104	179		1,317	$ 1,528.13
Volleyball		$ 148,225	$ 148,225		16	16		9,264	$ 9,264.06
Totals for All Teams	**$ 1,613,525**	**$ 1,191,348**	**$ 2,804,874**	**209**	**217**	**426**	**$7,720**	**$5,490**	**$6,584**
Totals for All Sports Except Football & Basketball			$ 1,103,249			272			$ 4,056

Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	$ 85,186	$ 61,844	$ 50,030	$ 33,386
Number of Head Coaches Used to Calculate Average	5	8	18	12
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	$ 106,482	$ 72,226	$ 54,578	$ 42,395
Full-Time Equivalents (FTEs) Used to Calculate Average	4.00	6.85	16.50	9.45

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	1		1						**1**
Football	1		1						**1**
Tennis	1		1						**1**
Track & Field & Cross Country		1	1			1	1		**2**
Totals for Men's Teams	**3**	**1**	**4**	**0**	**0**	**1**	**1**	**0**	**5**
Women's Varsity Teams									
Basketball	1		1						**1**
Golf	1		1						**1**
Soccer	1		1						**1**
Softball	1		1						**1**
Tennis					1		1		**1**
Track & Field & Cross Country		1	1			1	1		**2**
Volleyball	1		1						**1**
Totals for Women's Teams	**5**	**1**	**6**	**0**	**1**	**1**	**2**	**0**	**8**

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	3	1	3	1					**4**
Football	12		12						**12**
Tennis									**0**
Track & Field & Cross Country		2	2						**2**
Totals for Men's Teams	**15**	**3**	**17**	**1**	**0**	**0**	**0**	**0**	**18**
Women's Varsity Teams									
Basketball					3		3		**3**
Golf						1		1	**1**
Soccer	1		1						**1**
Softball					2		2		**2**
Tennis						1		1	**1**
Track & Field & Cross Country		2	2						**2**
Volleyball					2	1	2	1	**3**
Totals for Women's Teams	**1**	**2**	**3**	**0**	**7**	**3**	**7**	**3**	**13**

University of Idaho Gender Equity Narrative 3/05/2024

The University of Idaho Athletic Department is committed to gender equity in all facets as directed by the Title IX Statute of 1972. Further, Title IX protocol is followed simply because we believe in its fundamental principle. The Office of Civil Rights issued an Intercollegiate Athletics Policy Interpretation in 1979 which is the major source for specific requirements of all NCAA athletic programs and identifies three program components that are listed below. As a civil rights law, two basic provisions are to be followed: equal access to programs and equal treatment once in the program. We incorporate these principles and policies into our daily routine to strive to meet the requirements.

Equal access will be addressed by the accommodation of interest and abilities in Section 1 *Participation Opportunities*. Section II will outline *Financial Aid*. The last section, *Athletic Benefits and Opportunities*, will include, but is not limited to, the areas of equipment, travel, scheduling of contests and practices, salaries, facilities, medical and training facilities and services, recovery options, and academic support.

Athletics' Senior Leadership staff members are designated as specific sport administrators. They continually monitor each of the sections mentioned above and implement policy or procedural changes when needed. All the program component areas-participation, financial aid, and athletic benefits are also monitored by staff. Beginning this year a student-athlete will be involved in the process per NCAA rules. A systematic approach of utilizing a three-year snapshot was implemented in Spring of 2020 and will continue to be utilized going forward for comparable data.

I. *Participation Opportunities*

2018-19	undergraduate enrollment percentages:	Male-51.9%	Female-48.1%
	Athletic participation:	Male-53.9%	Female-46.1%
2019-2020	undergraduate enrollment percentages:	Male-51.1%	Female-48.9%
	Athletic participation:	Male-53.9%	Female-46.1%
2020-2021	undergraduate enrollment percentages:	Male-48.9%	Female-51.1%
	Athletic participation:	Male-53.1%	Female-46.9%
2021-22	undergraduate enrollment percentages:	Male-49.0%	Female-51.0 %
	Athletic participation:	Male-52.3%	Female-47.7%
2022-23	undergraduate enrollment percentages:	Male-49.9%	Female-50.1%
	Athletic participation:	Male- 53.2%	Female- 46.8%
2023-24	undergraduate Fall enrollment percentages:	Male-49%	Female-51%
	Athletic participation:	Male -TBA	Female-TBA

To begin addressing the proportionality gap, roster management was implemented beginning in Fall of 2021. After the implementation process started, student-athletes were granted additional seasons of eligibility by the NCAA due to COVID-19 and male student-athletes took advantage of this opportunity more than their female counterparts. This has continued to skew the numbers slightly, but the gap is starting to close. A committee was formed in Fall of 2021 to evaluate roster numbers, scholarship dollars, and average NCAA squad sizes. The roster management process is ongoing and assigns our men's teams a maximum roster target number to hit and assigns the women's programs a minimum number to meet or exceed. In the roster management implementation planning meetings with the current coaching staffs, these target numbers were deemed attainable. While the numbers are attainable, not all programs hit their assigned numbers. Of course, campus enrollment numbers and percentages fluctuate and thus it is challenging to hit upon the exact percentage number year in and year out. Athletics will adjust the numbers as best as possible, however, it is not feasible to hit a "moving" target of enrollment without denying promised participation opportunities to student-athletes. We would prefer not to limit anyone's opportunity to participate in order to hit the targeted percentages of campus enrollment.

II. Financial Aid

All coaches and sport programs at the University of Idaho are given the opportunity to offer the NCAA maximum scholarship limits of their respective sport. The actual scholarship dollars vary due to in-state and out-of-state tuition rates. There are no limits placed upon the sport regarding the location of where the student comes from and what they can offer up to a full scholarship. This allows our coaches to recruit across the state, nation, and internationally, which is critical to bringing diversity into our programs and to campus. With this philosophy in place and the campus gender percentage fluctuation in enrollment, it is difficult, if not impossible, to be compliant with financial aid awards exactly matching campus enrollment participation percentages. Another challenge is that not all coaches award the full number of allotted scholarships, even though they are allowed the opportunity to do so. This occurs for various reasons, most frequently due to balancing out the number of incoming recruiting classes. However, coaches are strongly encouraged to use all available scholarship allotments, particularly for our female sport programs.

A summer school aid policy has been implemented to ensure equitable gender access to designated female and male sports and to correct eligibility issues. Certain sports, such as Football, Men's and Women's Basketball, and to some extent Volleyball and Women's Soccer, can utilize the summer period to train their teams with coaching staff or strength coaches present. The other sports offered at Idaho have NCAA restrictions that do not allow this practice opportunity with staff members present, unless there is a safety exemption. This opportunity skews the amount of summer aid offered as football has the largest NCAA scholarship limit of 63 and no other female sport has such a high number of scholarship opportunities. Our two largest roster count women's sports do not have summer access opportunities, which in theory could help offset the cost of funding football scholarship awards if the access to workouts were granted.

As noted in the EADA report, the Student Aid dollars awarded were:
2019-2020 57% males and 43% females
2020-2021 56% males and 44% females
2021-2022 57% males and 43% females
2022-2023 57% males and 43% females

III. Athletic Benefits and Opportunities

Processes have been implemented to develop budgets and to regularly review the incurred spending. This has led to ensure sport sponsorship support and equitable support of programs. Reviews of spending, contract evaluation, and benchmarking with conference members are continually being analyzed. Reviewing these processes and evaluating their implementation will continue to allow that equitable policies and procedures are in place.

The Athletic Department continues to hold a weekly scheduling meeting to ensure all sports have equal access to facilities for practice and competition. Sports medicine, academic services, strength and conditioning, access to an athletic department nutritionist, and access to a mental health counselor. The fueling center is open to all athletes equally as well as our recovery services.

IV. Conclusion

As stated earlier, a three-year rolling report was created to monitor all areas of Title IX and track not only overall progress, but also specific nuances. This report will also track trends and keep record of substantial differences between genders. Our Gender Equity review committee is in place to monitor these trends and accomplishments.

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2022 through June 30, 2023

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	3,309	49.9%
Female Students	3,321	50.1%
Totals	**6,630**	**100.0%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$3,083,249	57%	$311,874
Women's Teams	$2,347,945	43%	$190,358
Totals for All Teams	**$5,431,194**	**100%**	**$502,232**

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	15	13	28				
Football	109		109				
Golf	8	7	15				
Soccer		32	32				
Swimming & Diving		36	36				
Tennis	10	8	18				
Track & Field (Indoor)	33	32	65	32	31	11	14
Track & Field (Outdoor)	32	31	63	31	31	11	14
Cross Country	11	15	26	11	14	11	14
Volleyball		18	18				
Total Participants	**218**	**192**	**410**	**74**	**76**	**33**	**42**
Percentage of Total	**53.2%**	**46.8%**	**100%**				
Unduplicated Count	**175**	**146**	**321**				

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 1,688,044	$ 1,530,835	$ 3,218,879	$ 1,688,044	$ 1,530,835	$ 3,218,879	$ -	$ -	$ -
Football	$ 6,528,602		6,528,602	6,528,602		6,528,602	-		-
Golf	$ 459,175	$ 377,885	837,060	459,175	377,885	837,060	-	-	-
Soccer		$ 822,953	822,953		822,953	822,953		-	-
Swimming & Diving		$ 808,891	808,891		808,891	808,891		-	-
Tennis	$ 436,106	$ 471,238	907,344	436,106	471,238	907,344	-	-	-
Track & Field & Cross Country	$ 761,967	$ 864,998	1,626,965	761,967	864,998	1,626,965	-	-	-
Volleyball		$ 806,906	806,906		806,906	806,906		-	-
Totals for All Teams	**$ 9,873,894**	**$ 5,683,706**	**$ 15,557,600**	**$ 9,873,894**	**$ 5,683,706**	**$ 15,557,600**	**$ -**	**$ -**	**$ -**
Not Allocated by Gender/Sport			7,583,797			7,583,797			-
Grand Totals for Athletics			**$ 23,141,397**			**$ 23,141,397**			**$ -**
Totals for All Sports Except Football & Basketball	$ 1,657,248	$ 4,152,871	$ 5,810,119	$ 1,657,248	$ 4,152,871	$ 5,810,119	$ -	$ -	$ -

Operating (Game Day) Expenses
(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 569,706	$ 549,995	$ 1,119,701	15	13	28	$ 37,980	$ 42,307	$ 39,989
Football	1,623,946		1,623,946	109		109	14,899		14,899
Golf	167,019	120,126	287,145	8	7	15	20,877	17,161	19,143
Soccer		273,247	273,247		32	32		8,539	8,539
Swimming & Diving		195,346	195,346		36	36		5,426	5,426
Tennis	189,049	163,845	352,894	10	8	18	18,905	20,481	19,605
Track & Field & Cross Country	199,826	201,323	401,149	76	78	154	2,629	2,581	2,605
Volleyball		223,333	223,333		18	18		12,407	12,407
Totals for All Teams	**$ 2,749,546**	**$ 1,727,215**	**$ 4,476,761**	**218**	**192**	**410**	**$ 12,613**	**$ 8,996**	**$ 10,919**
Totals for All Sports Except Football & Basketball	$555,894	$1,177,220	$1,733,114	94	179	273	$5,914	$6,577	$6,348

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	$98,052	$75,938	$64,875	$35,542
Number of Head Coaches Used to Calculate Average	5	7	16	12
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	$108,947	$81,779	$71,586	$44,505
Full-Time Equivalents (FTEs) Used to Calculate Average	4.50	6.50	14.50	10.00

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
Totals for Men's Teams	**4**	**1**	**5**	**0**	**0**	**0**	**0**	**0**	**5**
Women's Varsity Teams									
Basketball	1		1						1
Golf					1		1		1
Soccer	1		1						1
Swimming & Diving	1		1						1
Tennis					1		1		1
Track & Field & Cross Country		1	1						1
Volleyball	1		1						1
Totals for Women's Teams	**4**	**1**	**5**	**0**	**2**	**0**	**2**	**0**	**7**

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	3	1	3	1					**4**
Football	10	4	10	4					**14**
Golf									**0**
Tennis		1		1					**1**
Track & Field & Cross Country		3	2	1		2	1	1	**5**
Totals for Men's Teams	**13**	**9**	**15**	**7**	**0**	**2**	**1**	**1**	**24**
Women's Varsity Teams									
Basketball	2		2		1	1	1	1	**4**
Golf									**0**
Soccer	1		1		1		1		**2**
Swimming & Diving	1		1		1		1		**2**
Tennis		1		1		1		1	**2**
Track & Field & Cross Country		3	2	1		2	1	1	**5**
Volleyball	1		1		1		1		**2**
Totals for Women's Teams	**5**	**4**	**7**	**2**	**4**	**4**	**5**	**3**	**17**

Gender Equity – Narrative
Lewis-Clark State College

I. Participation Opportunities: Compliance for this component means meeting one test of the three-part test for participation opportunities. LCSC does not currently meet these criteria.

A. Proportionate to enrollment

Title IX compliance is assessed relative to interest and abilities, athletic financial aid and other program areas. Relative to interest and abilities and prong #1 of the 3-prong test, substantial proportionality, in FY23, athletic participation was 56% male to 44% female. LC State's fulltime undergraduate enrollment in FY23 was 38% male and 62% female. This results in a 18% overrepresentation of male student-athletes. Prongs 2 and 3 look at the history and continuing practice of program expansion for the under-represented sex and full and effective accommodation of expressed interest and abilities of the under-represented sex. With these aspects of compliance in mind, LC State's 2-part Title IX Compliance Plan was accepted and approved by the SBOE in the spring of 2019. Part 1 of the Plan involved maximizing women's sport roster capacities with expansion which started in the fall of 2019. Part 2 involved the addition of a women's intercollegiate sport, dance, effective fall 2023. Additionally, LC State will add another women's intercollegiate sport, cheer, effective fall 2024.

In order to achieve the roster goals in Part 1, coaching personnel, operating budgets and student-athlete scholarship dollars needed to be increased. In FY 2020, a total of 2.62 FTE was spread across three coaching positions, in essence moving the head women's and men's golf coach to full-time, and the assistant volleyball and assistant women's basketball coach from part-time to full-time, inclusive of fringe and benefits. In addition, a concerted effort to increase scholarship funding (through the Warrior Athletic Association and LC State Foundation) for athlete recruitment is continuing. In response to these efforts LC State's overall women's sport roster increased from a total of 123 20/21 to 140 in 21/22. There was a slight decrease to 134 for 22/23. Currently, the women's sport roster is at 136 for 23/24. This is especially noteworthy given the general negative impact on higher education enrollments associated with the pandemic and the overall nationwide enrollment declines. Finally, it is relevant that LC State's 20/21 coaching contracts were uniformly modified with language making roster growth and management a condition of supplemental compensation considerations.

LC State's continued fiscal conservatism in FY2023 allowed for funding streams to support continued Plan progress to move forward. Specifically, (a) Warrior Athletic Association fundraising, in essence, taxed themselves 5% on dollars raised. These dollars are to be allocated, under the direction of the Director of Athletics, to support operating expenses (OE) associated with expanded sport rosters; (b) proceeds from the Hospitality area (sales and sponsorship) during the NAIA World Series, will go towards the Title IX plan; and (c) revenue captured in response to reduced travel expenses with the move from the Frontier to Cascade conference have been directed toward Plan OE (e.g., increased travel costs to accommodate expanded rosters).

B. Demonstrate continuing program expansion

Part 1 of the Plan is the cornerstone of ongoing demonstration of a continuing practice of program expansion. The timeline for this part of the plan has been extended and will be ongoing. Part 2 of the LC State's Title IX Compliance Plan involved the addition of a

women's sport. Dance was added effective fall 2023. Considerations for adding women's soccer are being put on hold; and the near-term focus shifting to adding an additional women's sport, cheer, in fall 2024. The NAIA recognizes competitive dance and competitive cheer as a collegiate sports. While the Cascade Collegiate Conference (CCC) does not yet sponsor competitive dance or cheer as a sport, we are able to find competitive competitions in the Midwest which allows us to have multiple competitions in a weekend. LC State has demonstrated interest in spirt-squad/dance performance, existing facilities that can accommodate practice and performances, and a coach currently employed as a faculty member teaching physical, life, movement and sport science courses. A hiring process will start this spring of 2024 to hire a full-time head coach for Cheer and Dance.

C. Fully accommodate the interest and abilities of the underrepresented gender
Relative to Title IX compliance, given its athletics history and tradition, LC State's compliance efforts are focused on growing women's sport participation, while holding men's sport participation relatively constant. Part 1 of the Plan has resulted in a net gain of 11 women's sport participants since FY2021, which translates to 47% women's sport participation. Part 2 included the addition of a women's sport. LC State officially implemented Dance beginning with the Fall 2023 semester. The initial roster size is 9 participants, with a potential to grow to 20 participants within 3 years of sport launch. This sport addition would translate to 51% - 49% women's sport participation with a roster size of 20. Re-evaluation of substantial proportionality, which is a moving target pending enrollment trends, will need to be ongoing and will dictate next steps (e.g., plan part 3?). Note, in an effort to further guide assessment of this aspect of Title IX compliance, as of Fall 2020, LC State added sport participation specific questions to its annual student survey. These questions and the sport participation interest and abilities information the survey reflects are used to help guide LC State's Title IX considerations and obligations.

II. Financial Aid: The Financial Assistance requirement of Title IX, requiring assistance to be substantially proportionate to the ratio of male and female athletes, is currently tilted toward females. Athletic student aid totals (allocation of actual resources in FY23) were 53.4% to males and 46.6% to females in comparison to the unduplicated participation rate of 57.9% males to 42.1% females. This results in a 4.5% proportional advantage for females. The recruitment efforts identified in the previous section will assist in progressing towards compliance by increasing female participation.

III. Equal Treatment of Programs: The benefits, opportunities, and treatments afforded sports participants are equivalent. LC State is compliant with the Equal Treatment of Programs requirement of Title IX. The LC State Athletics Department has adopted an intercollegiate athletics manual, with standardized policies and procedures that helps ensure ongoing compliance in this area.

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
July 1, 2022 through June 30, 2023

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	710	38%
Female Students	1,136	62%
Totals	**1,846**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$1,003,176	53.41%	$6,061
Women's Teams	874,991	46.59%	2,145
Totals for All Teams	**$1,878,167**	**100%**	**$8,206**

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Baseball	44		44				
Basketball	17	12	29				
Golf	9	8	17				
Tennis	16	13	29				
Track & Field (Indoor)	37	29	66	34	29	16	15
Track & Field (Outdoor)	33	30	63	33	29	16	15
Cross Country	18	14	32	17	14	16	14
Volleyball		19	19		1		1
Dance/Spirit		9	9				
Total Participants	**174**	**134**	**308**	**84**	**73**	**48**	**45**
Percentage of Total	**56%**	**44%**	**100%**				
Unduplicated Count	**124**	**90**	**214**				

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	$923,826		$923,826	$923,826		$923,826	$0		$0
Basketball	492,888	450,833	943,721	492,888	450,833	943,721	0	0	0
Golf	161,215	149,383	310,598	161,215	149,383	310,598	0	0	0
Tennis	201,726	236,199	437,925	201,726	236,199	437,925	0	0	0
Track & Field (Indoor)	51,063	55,724	106,787	51,063	55,724	106,787	0	0	0
Track & Field (Outdoor)	76,595	83,586	160,181	76,595	83,586	160,181	0	0	0
Cross Country	101,533	124,149	225,682	101,533	124,149	225,682	0	0	0
Volleyball		511,463	511,463		511,463	511,463		0	0
Dance/Spirit		15,745	15,745		15,745	15,745		0	0
Totals for All Teams	**$2,008,846**	**$1,627,082**	**$3,635,928**	**$2,008,846**	**$1,627,082**	**$3,635,928**	**$0**	**$0**	**$0**
Not Allocated by Gender/Sport			741,943			726,091			15,852
Grand Totals for Athletics	**$2,008,846**	**$1,627,082**	**$4,377,871**	**$2,008,846**	**$1,627,082**	**$4,362,019**	**$0**	**$0**	**$15,852**
Totals for All Sports Except Baseball & Basketball	$592,132	$1,176,249	$1,768,381	$592,132	$1,176,249	$1,768,381	$0	$0	$0

Operating (Game Day) Expenses
(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	$139,674		$139,674	44		44	$3,174		$3,174
Basketball	92,918	73,988	166,906	17	12	29	5,466	$6,166	5,755
Golf	23,803	24,576	48,379	9	8	17	2,645	3,072	2,846
Tennis	30,049	30,853	60,902	16	13	29	1,878	2,373	2,100
Track & Field (Indoor)	10,806	10,670	21,476	37	29	66	292	368	325
Track & Field (Outdoor)	16,209	16,006	32,215	33	30	63	491	534	511
Cross Country	35,269	35,052	70,321	18	14	32	1,959	2,504	2,198
Volleyball		79,387	79,387		19	19		4,178	4,178
Dance/Spirit		4,419	4,419		9	9		491	491
Totals for All Teams	**$348,728**	**$274,951**	**$623,679**	**174**	**134**	**308**	**$2,004**	**$2,052**	**$2,025**
Totals for All Sports Except Baseball & Basketball	$116,136	$200,963	$317,099	113	122	235	$1,028	$1,647	$1,349

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	$30,656	$24,326	$10,712	$6,384
Number of Head Coaches Used to Calculate Average	7	8	18	14
Number of Volunteer Coaching Positions	0	0	6	5
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	$68,341	$59,696	$39,190	$32,266
Full-Time Equivalents (FTEs) Used to Calculate Average	3.14	3.26	4.92	2.77

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Baseball	1		1						**1**
Basketball	1		1						**1**
Golf		1	1						**1**
Tennis		1	1						**1**
Track & Field (Indoor)		1	1						**1**
Track & Field (Outdoor)		1	1						**1**
Cross Country		1	1						**1**
Totals for Men's Teams	**2**	**5**	**7**	**0**	**0**	**0**	**0**	**0**	**7**
Women's Varsity Teams									
Basketball	1		1						**1**
Golf		1	1						**1**
Tennis		1	1						**1**
Track & Field (Indoor)		1	1						**1**
Track & Field (Outdoor)		1	1						**1**
Cross Country		1	1						**1**
Volleyball	1		1						**1**
Dance/Spirit						1	1		**1**
Totals for Women's Teams	**2**	**5**	**7**	**0**	**0**	**1**	**1**	**0**	**8**

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assistant Coaches
Men's Varsity Teams									
Baseball	2	2	2	2					**4**
Basketball		3	1	2					**3**
Golf		1		1					**1**
Tennis		2	1	1		1		1	**3**
Track & Field (Indoor)		6	1	5					**6**
Track & Field (Outdoor)		6	1	5					**6**
Cross Country		1	1						**1**
Totals for Men's Teams	**2**	**21**	**7**	**16**	**0**	**1**	**0**	**1**	**24**
Women's Varsity Teams									
Basketball						1	1		**1**
Golf		1		1					**1**
Tennis		2	1	1		1		1	**3**
Track & Field (Indoor)		6	1	5					**6**
Track & Field (Outdoor)		6	1	5					**6**
Cross Country		1	1						**1**
Volleyball		1	1						**1**
Dance/Spirit									**0**
Totals for Women's Teams	**0**	**17**	**5**	**12**	**0**	**2**	**1**	**1**	**19**

UNIVERSITY OF IDAHO

SUBJECT

University of Idaho (U of I) Utility Public Private Partnership Update 2024

REFERENCE

November 2020	Public-Private Partnership Transaction for Utility Systems and Infrastructure
February 2023	University of Idaho Utility Public Private Partnership Update

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3 Acquisition of Personal Property and Services

BACKGROUND/DISCUSSION

On November 2, 2020, the U of I's Board of Regents approved a 50-year public-private partnership (P3), to lease the University's utility system to Sacyr/Plenary (Concessionaire) and grant it the exclusive right to operate the utility system and provide utility services to the University of Idaho campus. On December 30, 2020, the University received an upfront payment of $225,000,000 in connection with the partnership. As discussed with the Board in November, numerous benefits accrue to U of I as a result of this transaction. The $225,000,000 upfront consideration has been invested in a separate single-purpose entity, aptly named the Strategic Initiatives Fund (SIF), that will distribute at least $6,000,000 annually (depending on market performance of SIF investment assets) from the corpus and earnings of the upfront consideration to fund the university's strategic initiatives to drive enrollment growth, provide scholarship opportunities to students, and grow the research enterprise as we march towards R1 status. Additionally, U of I benefits from having a world-class operator, McKinstry (Sub-Operator), that leverages its expertise and experience in energy infrastructure to operate and maintain the utility system. Finally, the Concessionaire is required to submit an annual Five Year Plan, proposing capital improvements that U of I can approve at its sole discretion that will be financed over 20 years.

During the lifetime of the contract, U of I pays an annual Utility Fee to the Concessionaire, consisting of:

(1) a Fixed Fee which is set at $7.6M and increases by 1.5% annually starting in 2026;
(2) an Operation and Maintenance (O&M) fee, which is based initially on the U of I's historic costs, with future increases based on a rolling 3-year average of costs, adjusted pursuant to changes in CPI;
(3) and a Capital Expenditure Fee to provide cost recovery and return on utility-related capital expenditures made by the Concessionaire ("CapEx").

After three years operating under the Concession Agreement, U of I seeks to update Idaho State Board of Education on the Concession Agreement, utility system operations and capital improvements, financial outcomes, the SIF, and student outcomes from SIF investment in student success, marketing, and the pursuit of R1.

IMPACT

Operations and Capital Improvements

Since operational transition to the Concessionaire in January 2021, the Concessionaire and Sub-Operator have increased safety processes and procedures and implemented an annual operations plan (Attachment 1). The Concessionaire and Sub-Operator developed a routine maintenance schedule for our critical utility infrastructure and in 2023 completed inspection and condition testing of all distribution level electrical transformers on campus. Additionally, through the annual Five Year Plans (Attachments 2 - 5) and emergent needs, U of I has approved and/or completed 20 capital improvements to the utility system to date.

These capital improvements include:

(1) Reclaimed Water Hypochlorite Generator Replacement
(2) South Kibbie Dome Transformer Replacement
(3) Utility Tunnel Improvements - 7th and Line Streets
(4) Utility Tunnel Improvements - Renfrew Hall
(5) SCCP Cooling Tower Improvements
(6) McClure Chiller Improvements
(7) Thermal Energy Storage Tank Sensor Upgrades
(8) Energy Plant Catwalk Ladder and Safety Upgrades
(9) Domestic Waterline Replacement - Campus Drive
(10) SCCP Chiller Replacement and Upgrade
(11) Water Treatment Improvements
(12) Wood Fuel Handling System Upgrades
(13) Kibbie Dome Electrical System Replacement
(14) CAT Loader Replacement
(15) Ash Handling System Replacement
(16) Boiler Controls Modernization
(17) Electrical Transformer Reserve
(18) Electrical Distribution Study
(19) Sanitary Sewer Repairs at Library and Memorial Gym
(20) East Kibbie Dome Catch Basin

Finances

The Concession Agreement is supported by a financial model which estimates the annual net cash flow resulting from the costs to the University for the Utility Fee described above and the return on the strategic initiative investments in the form of additional tuition, fees, auxiliary revenues, and research grant indirect cost recovery (F&A). The financial model estimates a positive net cash flow over the 50-year agreement. Over the first three years of the agreement, the actual Utility Fee has exceeded the estimate due to acceleration in the need for capital renewal of our aging utility system infrastructure and high inflation rates which have impacted operating, maintenance, and capital costs. The additional costs are funded by the Utility Subsidy Fund (described under Strategic Initiatives Fund section below), which was established specifically for this purpose.

Concession Agreement

The Concession Agreement describes a 50-year relationship between U of I and Sacyr/Plenary, attempting to account for every conceivable 'what if' in nearly 900 pages of contract language. Over the initial three years of the agreement, both partners have collaborated closely to develop shared understanding and adhere to the spirit of the agreement to fulfill its intended purpose. Through those dealings, the Concessionaire and U of I have determined that a number of changes to the agreement are necessary to account for unforeseen conditions, better align with day-to-day operations, and ensure the longevity of the agreement.

(1) Procurement of property insurance coverage is the sole responsibility of the Concessionaire. However, the hard insurance market, characterized by high premiums/deductibles and lack of available coverage, has made it impossible for the Concessionaire to attain some of the required property coverage. In the second pre-closing amendment, U of I (with the support of State Risk) has agreed to retain property coverage under the state's plan. U of I will seek to amend the concession agreement to memorialize the rights and responsibilities of each party should property continue to be covered under the state's plan, and outline a process of self-insurance for any utility system assets not covered under the state's plan or a commercially available plan. The university will receive compensation for any retained risk (not recoverable through the Utility Fee) and will retain full discretion as to the retention of any risk.
(2) Some of the key performance indicators outlined in the Concession Agreement are not consistent with the actual operations of the utility system, disproportionately advantage or disadvantage one party over the other, or require additional clarity to implement and track. U of I will propose a series of changes to this section of the Concession Agreement to better align with actual operations and ensure ongoing and consistent utility service to the Moscow campus.

(3) Despite the best efforts of the drafting parties, some of the technical descriptions, roles and responsibilities, and language used to describe the utility system and the agreement between the parties are not accurate or require revision. U of I will propose an amendment that better aligns the agreement with the work on the ground.
(4) The Concession Agreement, as written, anticipates that all capital improvements to the utility system will be financed through the agreement, performed solely by the Concessionaire and its contractors, and funded through existing university resources. U of I will propose an amendment that allows U of I to use other state, federal, and private funding sources (and adhere to state competitive bidding process in those instances) in specific instances.

Strategic Initiatives Fund

Upon receipt of the upfront consideration, U of I established the Strategic Initiatives Fund (SIF), a single purpose 501(c)(3), to invest, manage, and distribute the net closing proceeds of the P3 transaction to U of I for investment in our core mission. Distributions from the fund will provide ongoing resources throughout the 50-year life of the concession to advance the University's three primary strategic initiatives:

1. Student success and increased enrollment through undergraduate scholarships and investment in online education;
2. Elevate the research enterprise through increased graduate student scholarships and stipends and strategic research support;
3. University marketing, communications and outreach promoting U of I brand in support of enrollment and revenue-generating activities

A portion of the net upfront proceeds was also set aside by the SIF to fund two other purposes: (1) A Utility Subsidy Fund for the purpose of paying the Utility Fee in the early years of the agreement before strategic initiative investments result in revenue growth; and (2) a Terminal CapEx fund to pay off the estimated balance of capital improvements at the end of the 50-year term.

Distributions to strategic initiatives are governed by the SIF board of directors, who have adopted a spending policy that reflects the fundamental objective of providing the maximum, yet equitable, value to current and future beneficiaries over the next 50 years, considering the effects of inflation. The annual spending amount is computed using a two-part spending formula to ensure all funds are spent down by the end of the 50-year term. $6 million was distributed in FY2022, $7.357 million in FY2023, and $6.403 million will be distributed during FY2024. Over the past three years, these funds have been invested in the three primary strategic initiatives as follows: approximately 35% in student success, 53% in research, and 12% in marketing and related activities.

Outcomes

Investment in the university's strategic initiative through the SIF has yielded significant returns in the form of increased enrollment, increased revenues, and increased research activity.

Over the last three years, FY2022 through FY2024, student enrollment has increased by 1,058 students (599 FTEs), generating tuition and fee growth (net of scholarship allowance) of $11.3M (12% growth). This student growth has also resulted in a 33% increase in on-campus housing occupancy and $10.3M in auxiliary revenue. Research expenditures grew by 30% over these three years as research awards grew by $37.1 million (30%). This data is as of the second quarter of 2024 ending December 31, 2023.

ATTACHMENTS

Attachment 1 – FY2024 Annual Operations Plan
Attachment 2 – FY2022 Five Year Plan
Attachment 3 – FY2023 Five Year Plan
Attachment 4 – FY2024 Five Year Plan
Attachment 5 – Slide Presentation

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Board requested at its April 2023 meeting for UI to provide an informational update to the Board in one calendar year (2024) regarding the University of Idaho's Utility Public Private Partnership.

BOARD ACTION

This item is for informational purposes only.

Moscow Idaho Eco District I, LLC

Operations Plan for the Utility System

for the

University of Idaho

Moscow, Idaho

April 1, 2023

Revision 3

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INTRODUCTION

The purpose of the Operation Manual for the Operations and Maintenance Plan for the Utility and Energy Systems is to communicate and provide access to basic standardized information across all our programs. This manual is also prepared in accordance with the Sub-Agreement for The University of Idaho Utility System (Sub-OMCA) as the "Operations Plan" as defined in the Sub-OMCA. This Operations Plan follows the Performance Standards section of the agreement and is offered to satisfy the requirements and components of the Performance Standards and Prudent Industry Practices.

This manual includes baseline information required for all positions and best practices. Since this manual is addressed to all programs, it does not describe in detail site specific information. Site specific information shall be housed in appendices, computerized maintenance software, and other locations as required by the site.

This manual will evolve in accordance with changing industry best practices, Moscow Idaho Eco District I, LLC (MIEDI) program needs, and OEM recommendations.

EXECUTIVE SUMMARY

MIEDI is contracted as the Sub-Operator of the utility functions as an integral part of the University of Idaho (U of I) by providing quality operations and maintenance functions in support of the buildings and outdoor spaces that enhance learning opportunities for students. MIEDI supports the provision of critical utility and essential life support services to the campus. These services include maintaining and operating the District Energy Plant, Water Systems, Electrical System, and Compressed Air Systems.

We are thoroughly engaged in the practice of implementing proactive solutions, which helps us address problems before they become critical. An important component of this philosophy is to employ journeyman level trades, professional people, and front-line staff, who are empowered to solve issues on site while supporting a variety of activities on campus. By empowering our staff with the ability to make decisions on the front line, we can respond to the requests of individual customers quickly, while serving the larger needs of the University effectively.

Our organization is fervent about safety, employee well-being, regulatory compliance, record keeping, transparency, and cooperation with campus and state level entities. We host a high expectation of quality work within our organization to ensure an exceptional educational environment, that is accessible, functional, and beautiful.

As we fulfill our vision, MIEDI is expanding its role as a critical component of the U of I. Our commitment to the University and students extends beyond simply caring for the Utility Systems serving campus buildings; instead, we serve as a vital part of recruitment through maintaining and operating the utility systems on campus that enhance and provide quality facilities. The future of the U of I campus demands a partner that understands that a traditional service delivery model is not enough for a campus that is as visionary the U of I. Our operation is predicated by the following service delivery values:

Experiential Service Delivery: Going beyond the core utility management, and facilities operational services, we deliver multi-faceted service focused on customer experience.

World-class Leadership: Enabling our team with the best on-site leadership, their knowledge, expertise, and service delivery benefits from the continued direct access to support resources across all disciplines with training that continually improves and reinforces a culture of operational and service excellence.

Service Delivery Driven by our Asset Preservation Management Structure: Our program is a solid framework of technical processes ensuring that the state of good repair is applied to the facilities and equipment resulting in performance to its fullest lifecycle.

Energy and Sustainability: To pursue these goals, MIEDI and its energy services partner McKinstry Essention, have significantly invested in applied innovation programs at various locations successfully reducing the energy baseline, enhancing sustainability, and have engaged and served our clients through the development and deployment of industry-leading building performance solutions. Moving forward as partners the UES team will introduce programs to U of I that drive savings and enable sustainability roadmaps.

Continuous Innovation and Quality Assurance with Technology tools: Furthering our ability to deliver with the latest in equipment technology, our tools not only enable communication, but they allow our team to make critical decisions that improve facility performance and reduce unnecessary cost overruns.

ASSET MANAGEMENT PROGRAM

PLAN FOR REPLACEMENT OF THE UTILITY FACILITIES AND UTILITY SYSTEM ASSETS

Please refer to the Five-Year Plan FY24 submitted by the Concessionaire.

ANTICIPATED CHANGES TO ENVIRONMENTAL PERMITTING REQUIREMENTS

- Potential change in wood boiler emissions permitting requirements:
    - The current particulate matter (PM) size allowed is 10 microns in Idaho, however some nearby states are transitioning to no more than 2.5 microns. If similar standards are adopted by Idaho, an upgrade may be required to meet regulations. MIEDI is tracking this and will propose a Capital Improvement to meet regulations as needed.
    - Idaho does not have a NOx emissions standard; however its neighboring states do. If adopted by Idaho, MIEDI may need to start reporting NOx emissions and upgrade the wood boiler emissions equipment. MIEDI is tracking this and will propose a Capital Improvement to meet regulations as needed.

ANTICIPATED CHANGES TO REGULATORY REQUIREMENTS

- Fire hydrant flow testing requirements are increasing in frequency from 10 years to 5 years.

- MS4 stormwater permit – new dry weather testing requirement expected.

MAINTENANCE MANAGEMENT PROGRAM

OVERVIEW

The Maintenance Management Plan (MMP) assures the reliability and continuous operation of the Utility Systems on the U of I campus. This plan includes OEM recommendations, building environment experience, and industry best practices. Comprehensive, smart utility operations allows operators to trend and track performance resulting in continuous improvement in staffing plans, materials, PM schedules, and spare parts recommendations. The main purpose of the Preventative Maintenance Program is to:

- Protect and preserve assets
- Provide an organized, planned, and scheduled program
- Ensure safety and code compliance
- Support reliability of systems
- Minimize risk

Through the use of a maintenance program, MIEDI ensures that all preventive, predictive, and corrective maintenance measures are scheduled and performed on all systems. The following pages outline the approach to a unified program that meets the goals of the Operations Plan.

MIEDI is responsible for the utility production facilities and the Utility System assets including the preservation of these assets and ensuring they are optimized for the maximum lifespan possible. Preventative maintenance is a key aspect of this process, a practice that is part of our proactive approach to solving issues in their infancy.

The execution of a successful preventative maintenance program results in many benefits. Some of those benefits include improved systems reliability, reduced impact to campus end-user groups, enhanced safety, energy conservation, extended product and equipment life, extension of building life, and improved student satisfaction as a result of higher quality learning environments.

At times, measures are necessary to repair or replace campus elements that have failed unexpectedly. Defined as corrective maintenance, this portion of the Facilities Management workload is minimized as a result of preventative measures and planned system replacement that help ensure a reduction in downtime and a virtually seamless user experience.

BEST PRACTICES

The MIEDI team utilizes industry best practices and methods while conducting the preventative maintenance services on the MEP, FLS, and control systems of the utility system. Most of the PM program is executed by the onsite team, however the program is also augmented by qualified vendor-partners who share the same commitment to excellence and perform all maintenance activities in

accordance with industry and OEM best practices and requirements. The PM Plan is continuously evaluated for improvements and will be updated as appropriate.

PROCEDURES

MIEDI ensures that all maintenance and repair activities associated with the Utility Systems are performed with an approved procedure. These procedures include in-depth detail, safety and regulatory guidelines, and Activity Hazard Analysis (AHA) information. These procedures document the exact steps to take when responding to emergency and routine situations with the critical systems.

SAFETY

A core belief of MIEDI is safety, providing a safe and clean work environment for our employees and customers. Every employee is required to meet the requirements for their site and encouraged to expand knowledge at every opportunity.

INSPECTIONS

Daily, monthly, quarterly, semi-annual, and annual inspections are identified and performed to assist in trending the operational integrity of mechanical, electrical, and control system equipment. This provides predictive analyses to assist in the prevention of failure from fatigued components. The operations team site staff self performs the vast majority of these inspections and uses subcontractors when needed for their expertise with associated systems. The delivery of these select services is contracted and approved by the MIEDI Manager in coordination with the University Facilities management team. All service activities use a specified and approved procedure.

STAFFING

McKinstry's technical teams supporting this program are highly trained and experienced in supporting district energy systems and other facilities. Subject matter experts are available to assist in site training, procedure development, troubleshooting, and emergency response, and in determining root cause analysis of a failure event. The support staff for the scheduled and corrective maintenance activities include the MIEDI site operations team and subcontractors.

Some of the services are complete through vendor-partnerships. MIEDI typically elects to subcontract services that are proprietary to infrastructure, code compliant, or when the client prefers OEM support. This ensures that the client benefits from our strengths and those of our partners, increasing our collective effectiveness. We measure and hold our vendor-partners accountable to the same high standards of integrity, professionalism, business performance, and cost control/delivery quality as we do of ourselves.

TRAINING AND DRILLS

MIEDI's standard for training includes establishing a training curriculum for onsite staff to increase preparedness during scheduled and non-scheduled events.

CMMS PROGRAM

MIEDI utilizes a Computerized Maintenance Management System (CMMS), InfoCentre, in conjunction with a local call center to manage all maintenance and corrective work orders associated with the Utility System. InfoCentre generates all PM work orders with task lists as well as any repair or corrective work orders. Each piece of equipment has a QR code affixed to it. Through the use of an InfoCentre enabled tablet and/or smartphone, QR codes placed on the equipment provide instantaneous access to nameplate information, open work orders associated with the equipment, historical data, maintenance checklist, relevant maps, common use components, operational manuals, and warranty dates.

Benefits of InfoCentre include:

- Work Order Management
  - Ensures all issues are seen and addressed
  - Ensures a timely resolution for work orders
  - Allows staff to organize and focus their workload to priorities
- Workflow and Operations
  - Single point of ownership via CMMS Planner Scheduler
  - Predicts, builds, and standardize procedures
- Data Analytics and Reporting
  - Ensures data is accurate, actionable, and available
  - Analysis of the utility systems data
  - Data driven operations and maintenance
  - Measurable KPI reporting of service tickets
- Coordinator Support
  - CMMS Planner Scheduler and support team owns the processing and triaging of issues
  - Streamlines the issue response and follow-up process
  - Minimizes management and staff administrative time



Figure 1. Example of a QR code for a transformer.

CRITICAL SPARE PARTS

The facility management team manages and maintains critical spare parts in a safe and clean environment. An initial identification of critical spare parts per system is being generated. This list will be evaluated periodically and updated as appropriate to support the critical systems and risk associated with the failure of certain parts. A Critical Spare Parts Log (CSPL) will be used to track the use and inventory of these parts. When a part is removed from inventory for use, a new part will be ordered and replaced in the spare parts inventory. The CSPL will be updated with the appropriate inventory count when the replacement part arrives.

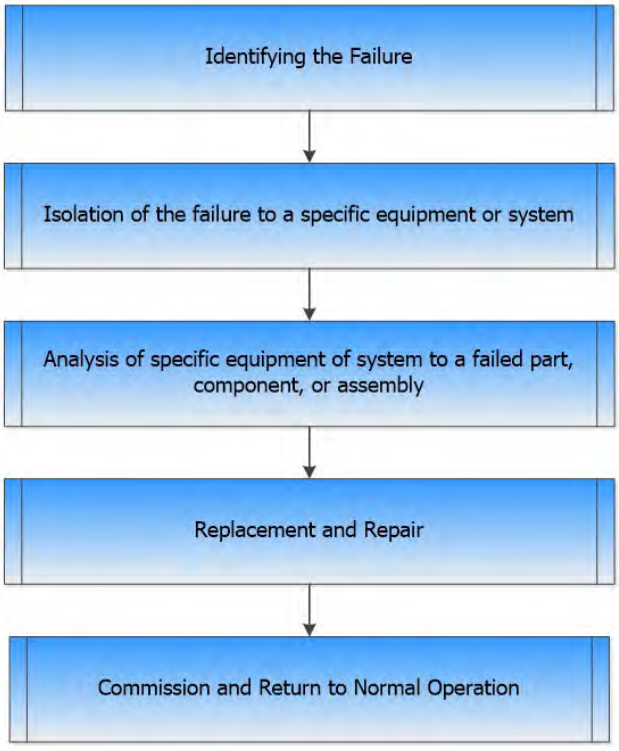
REPAIRS AND CORRECTIVE MAINTENANCE

Repairs and corrective maintenance occurs using the same processes and staff used to support the scheduled maintenance defined in the PM Program. Although MIEDI makes every effort to ensure every system is reliable as possible by completing the required preventative maintenance, the systems still fail at times. Thus, repair and corrective maintenance is an important component of maintenance activities. The MIEDI team self performs repairs and corrective maintenance services on the electrical, mechanical, and control systems, as required, maintaining uninterrupted utility services to critical loads. If a

subcontractor is required to make a repair, management will be notified and will provide approval before the team calls out the subcontractor and incurs costs.

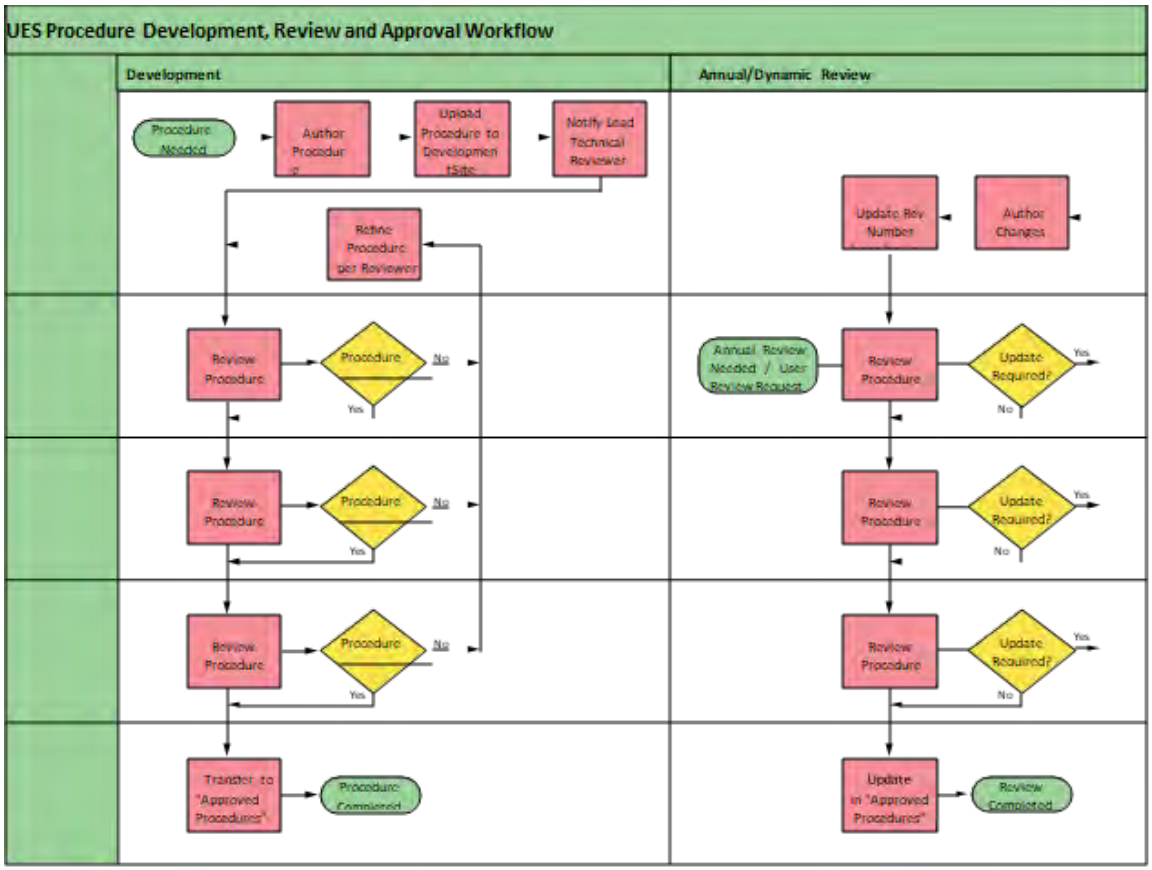
These services include work, for example, that is identified from on-site staff observation during daily rounds, through preventative maintenance inspections, call outs/reports to the InfoCentre call center, and unforeseen work on equipment or systems because the critical infrastructure of the facility is impaired. Corrective maintenance activities supersede all other categories of maintenance.

The process of response is composed of five major steps, as shown below:



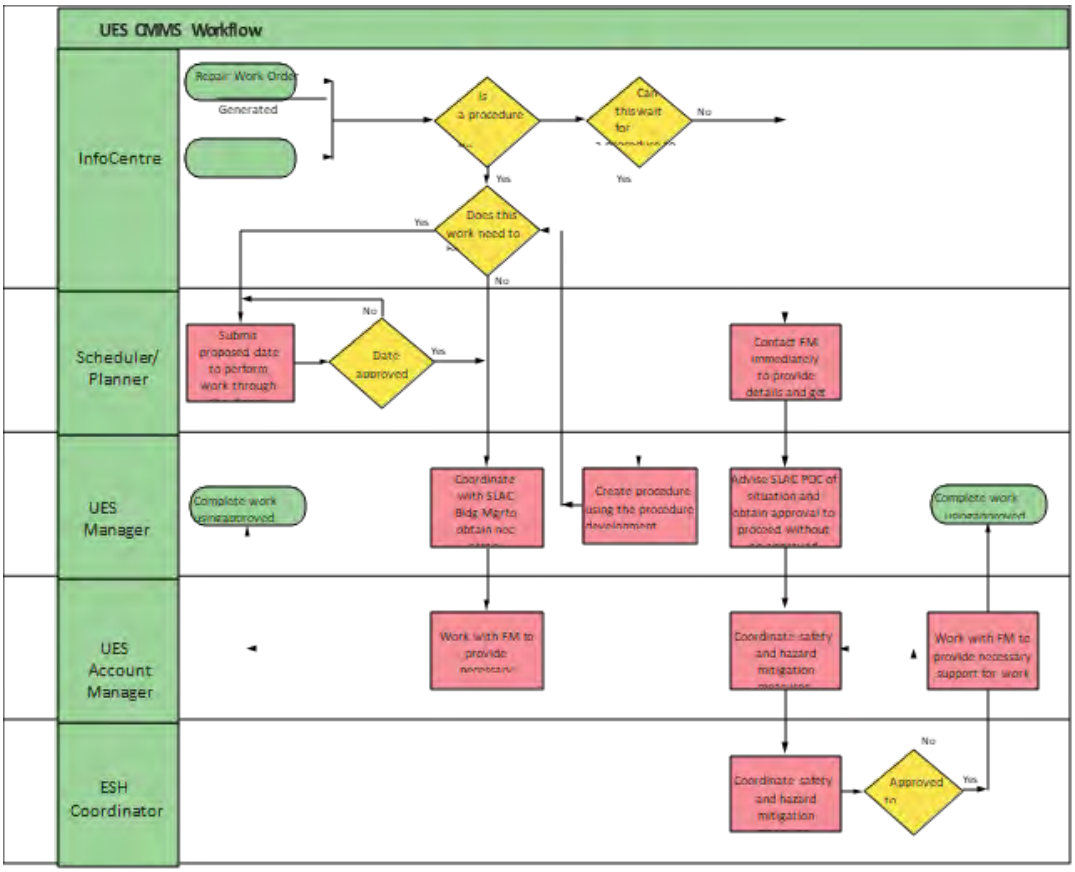
PROCEDURE DEVELOPMENT AND APPROVAL

The following flowchart outlines the process to create, approve, and make available for use any facility procedure used by MIEDI. Included is the review and update policy that is completed annually, or when a user suggests a need for changes.



PREVENTATIVE AND PREDICTIVE MAINTENANCE

When performing any form of maintenance or repair on the Utility Systems, an approval process must be followed to ensure all responsible groups are aware of the activity and its scope/risk. The flowchart below outlines the workflow for activities used in performing PM and Corrective Maintenance activities.



A written procedure is normally required prior to performing any type of preventative or corrective maintenance activity. In cases where a written procedure is not available, and there isn't sufficient time to develop and approve a method of procedure, special coordination is required with U of I Facility management and EHS personnel. This ensures that all hazards associated with the maintenance activity are evaluated and mitigated to acceptable levels prior to work being performed. As each case is different, parties involved need to determine appropriate timelines and methods for accomplishing the task.

Upon completion of a task that does not have a method of procedure, MIEDI begins the process of procedure development based on the approved interim process and the lessons learned from the work performed. This procedure development process will follow the same steps outlined earlier.

RISK LEVEL CLASSIFICATIONS

All maintenance activities carry an inherent risk when performed on systems. These are characterized using one of three levels of risk defined below:

Level 1 – High Risk

This type of maintenance presents a high level of risk and has a partial anticipated impact to operations. It generally involves pre-planned maintenance during normal business hours which would remove or take offline any redundant infrastructure support.

Level 2 – Medium Risk

This type of maintenance presents a medium risk and minimal anticipated impact to the operations. It generally involves routine planned maintenance occurring outside of normal business which would remove or take offline any primary or redundant infrastructure support.

Level 3 – Low Risk

This type of maintenance presents a low level of risk and has no anticipated impact to operations. It generally involves routine planned maintenance on a system component that can be taken offline without impact to the production environment.

Risk Mitigation

In all cases, risk is mitigated by observing the following requirements prior to the performance of any work:

- The method of procedure must be followed without deviation and always be available for those performing the work.
- Methods of procedure must be reviewed, updated and approved by MIEDI management prior to any work being performed.
- The manager must be involved to coordinate necessary functions (e.g., lockout/tagout procedures) at least two weeks prior to the work being performed.
- The Change Management request must be fully approved prior to any work being performed.

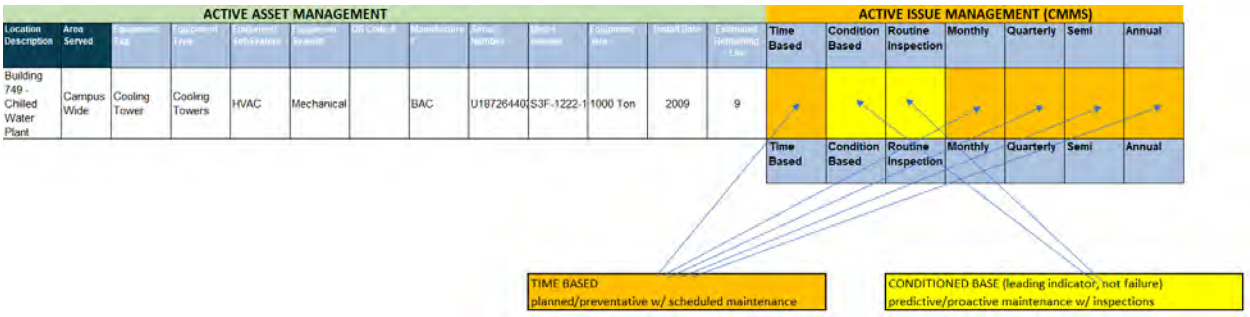
PM PROGRAM EQUIPMENT TYPES AND FREQUENCY

The following information is intended to be a comprehensive guide but may not be all-inclusive. The all-inclusive list of equipment, tasking, and frequencies is available in the CMMS database and will be updated from time to time as appropriate for the facility.

FREQUENCY KEY

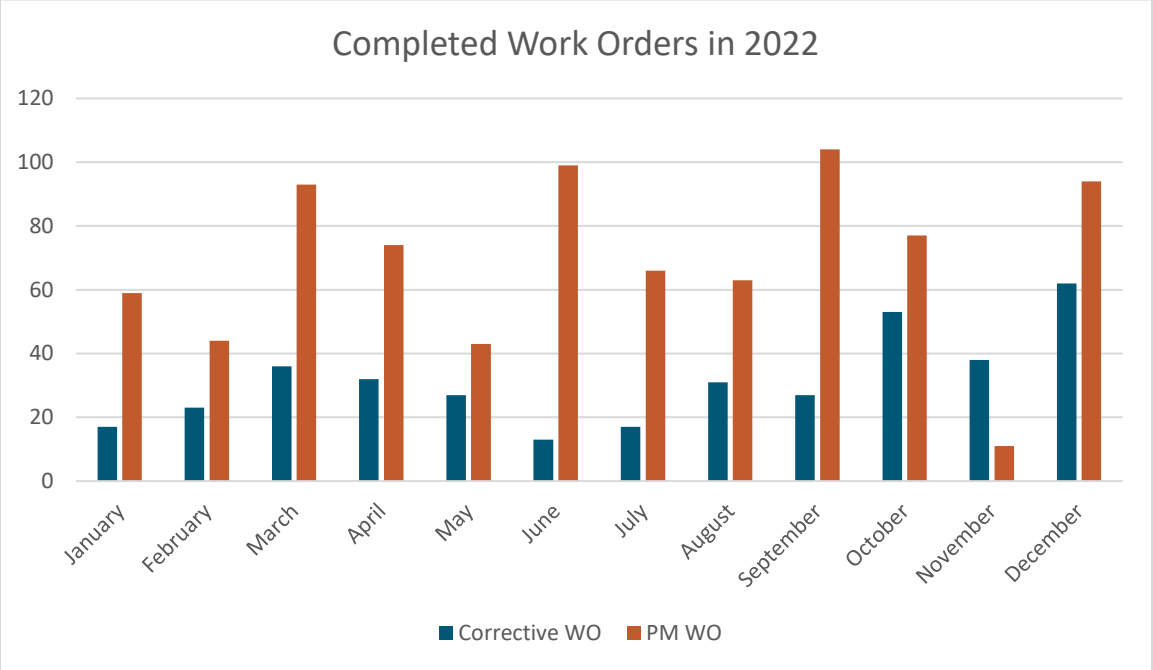
Preventative Maintenance (PM) Task Orders are based on the following frequency schedule. The scheduled dates and maintenance task plans for performing maintenance are available in the CMMS. W – Weekly; M – Monthly; Q – Quarterly; SA – Semi-Annually; A – Annually; SST – Seasonal Start-Up; SSH – Seasonal Shut Down.

The below image represents an example of a single utility system asset and the option of PM Frequency to select service type and upload into the CMMS tool.



PM PROGRAM STRATEGY

During the first year of operation, the historic 'run to fail' maintenance approach continued while assets were loaded into InfoCentre and PM and PdM maintenance programs were developed. As assets are loaded, InfoCentre autogenerates work orders associated with the asset's associated maintenance program. Maintenance in MIEDI's second year of operation continued the transition to preventative maintenance with the goal of reducing the number of corrective work orders. As the program continues to grow maintenance will transition from time based to predictive maintenance.



Every piece of equipment has its own maintenance Scope of Work requirement. Example Scopes of Work with schedules and tasks are provided below.

Example PM Checklists

Transformers

- Daily/weekly/monthly
  - Check for excessive heat, vibration, noise, and odors (electrical etc.)
  - General checks for cleanliness of environment and cabinet
- Verify proper ventilation
- Annual
  - Complete daily/weekly/monthly
  - Check main foundation and mounting pads
  - Check all fuses (if applicable)
  - Perform thermal imaging, correcting any discrepancies
  - Perform verification of all critical alarming to the BMS
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed
- 3-year
  - Oil sampling

Distribution Switchgear/Utility Switchgear

- Daily/weekly/monthly
  - Check for excessive heat, vibration, noise, and odors (electrical etc.)
  - General checks for cleanliness of environment and cabinet
  - Verify proper ventilation
- Annual
  - Inspection of panel instrumentation verifying operational status
  - Clean the switchgear by vacuuming interior and wiping down exterior
  - Perform thermal imaging, correcting any discrepancies
  - Circuit breaker injection testing
  - Perform verification of all critical alarming to the BMS
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed
- 5-year
  - Inspect physical, electrical and mechanical condition including evidence of moisture or corona
  - Inspect anchorage, alignment, grounding, and required area clearances
  - Inspect bolted electrical connections for high resistance, torque as required
  - Confirm correct operation and sequencing of electrical and mechanical interlock systems
  - Lubricate all moving current-carrying parts and on moving and sliding surfaces
  - Verify correct barrier and shutter installation and operation
  - Exercise all active components

- Inspect mechanical indicating devices for correct operation
- Verify that filters are in place and/or vents are clear
- Perform visual and mechanical inspection of instrument transformers
- Inspect control power transformers for physical damage, cracked insulation, broken leads, and tightness of connections, defective wiring, and overall general condition.
- Verify that primary and secondary fuse ratings or circuit breakers match drawings.
- Verify correct functionality of draw-out disconnecting and grounding contacts and interlocks
- Resistance measurements
- Insulation-resistance tests on each bus section, phase-to-phase, and phase-to-ground
- Over potential test on each bus section and each phase-to-ground
- Insulation-resistance tests on control wiring with respect to ground
- Electrical tests on instrument transformers
- Ground-resistance tests
- Insulation-resistance test on control power transformers
- Verify correct function of control transfer relays

Chiller Plants

- Daily/weekly/monthly
  - Check for excessive heat, vibration, noise, odors (electrical etc.), and leaks
  - General checks for cleanliness of environment, proper ventilation, and ambient temperature
- Quarterly
  - Complete daily/weekly/monthly inspections
  - Check unit for proper operation
  - Check oil level and add as necessary
  - Check oil temperature
  - Check dehydrator or purge system; remove water if observed in sight glass
  - Run system control tests
  - Check refrigerant charge/level add as necessary
  - Check compressor for excessive noise or vibration
  - Check sensor and mechanical safety limits, replace as needed
  - Clean area around equipment
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed
- Annual
  - Complete quarterly inspections
  - Clean dehydrator float valve
  - Perform spectrochemical analysis of compressor oil, replace oil as necessary
  - Replace oil filters and add oil as needed
  - Inspect cooler and condenser tubes for leaks, clean screens as necessary

- Inspect utility vessel vent piping and safety relief valve; replace as necessary
- Inspect//clean the economizer(vane) gas line damper valve and actuator arm
- Run an insulation test on the centrifugal motor
- Perform verification of all critical alarming to the BMS
- Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed

Cooling Towers

- Daily/weekly/monthly
  - Check for excessive heat, vibration, noise, odors (electrical etc.), and leaks
  - General checks for cleanliness of environment, proper ventilation, and ambient temperature
  - Verify BMS status information
- Quarterly
  - Complete daily/weekly/monthly inspections
  - Check unit for proper operation
  - Remove any mineral and algae deposits
  - Flush sump and remove all debris
  - Check conditions and mounting of all valves
  - Exercise all valves
  - Check spray eliminators
  - Check distributer pans for blockage
  - Verify fan blades are free of debris and move freely.
  - Check belt for condition and proper tension.
  - Verify that the bearings are in good condition. Lubricate as directed by OEM.
  - Check the pulleys and motor mounts for tightness and proper alignment
  - Inspect motor
  - Inspect disconnect switch
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed
- Annual
  - Complete quarterly inspections
  - Clean and wash down outside of cooling tower cell
  - Wash down interior walls and surfaces of cooling tower cell
  - Change oil in gear box (if applicable)
  - Run cell fan in manual mode checking for vibrations and noises
  - Inspect all pipe hangers
  - Inspect all flanges and groove type connections for leaks
  - Exercise all valving in condenser piping (use caution -do not shutdown plant)
  - Inspect all piping for signs of external corrosion
  - Perform verification of all critical alarming to the BMS

Thermal Energy Storage Tank

- Daily/weekly/monthly
  - Check for excessive vibration, noise, and leaks
  - General checks for cleanliness of environment, proper ventilation, and ambient temperature
- Semi-annual
  - Complete daily/weekly/monthly inspections
  - Check unit for proper operation
  - Verify temperature probe and float operations
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed
- Annual
  - Complete semi-annual inspections
  - Verify fill operations from city water and local well.
  - Perform verification of all critical alarming to the BMS
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed

Pumping Systems

- Daily/weekly/monthly
  - Check for excessive heat, vibration, noise, and odors (electrical etc.) And leaks.
  - General checks for cleanliness of environment, proper ventilation, and ambient temperature
  - Verify BMS status information
- Quarterly
  - Complete daily/weekly/monthly inspections
  - Check unit for proper operation
  - Check for leaks on suction and discharge piping, seals, packing glands, etc.
  - Check pump and motor operation for vibration, noise, overheating etc.
  - Check alignment of pump and motor
  - Lubricate pump and motor
  - Check operation of pressure gauges and run pressure testing
  - Clean exterior of pump, motor and surrounding area
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed
- Annual
  - Complete quarterly inspections
  - Check alignment of pump and motor, adjust as necessary
  - Perform verification of all critical alarming to the BMS

- Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed

Variable Frequency Drives

- Daily/weekly/monthly
  - Check for excessive heat, vibration, noise, and odors (electrical etc.).
  - General checks for cleanliness of environment, proper ventilation, and ambient temperature
  - Verify BMS status information
- Semi-annual
  - Complete daily/weekly/monthly inspections
  - Component inspection
  - Perform a complete visual inspection of the equipment including wiring and major components.
  - Inspect all wiring for insulation breakdown or damage.
  - Inspect all terminal connections for tightness.
  - Electrical inspection
  - Rectifier tests and dc bus capacitor tests when applicable.
  - Check all voltages and motor amperages.
  - Calibrate frequencies
  - Document all parameter readings.
  - Check dc link inductor.
  - Measure motor control card resistors.
  - General maintenance
  - Change filter when applicable
  - Verify the operation of alarm circuits and specific restart capabilities.
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed

- Annual
  - Complete semi-annual inspections
  - Perform verification of all critical alarming to the BMS
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed

Air Compressors

- Daily/weekly/monthly/quarterly
  - Check for excessive heat, vibration, noise, and odors (electrical etc.)

  - General checks for cleanliness of environment, proper ventilation, and ambient temperature
  - Check oil level
  - Drain condensation
  - Check filters
  - General checks for cleanliness of environment, proper ventilation, and ambient temperature
- Annual
  - Complete daily/weekly/monthly/quarterly inspections
  - Check filters/replace if needed
  - Inspect all connections and lines for damage or air leaks
  - Change compressor oil
  - Inspect/replace drive belt
  - Grease all points
  - Calibrate gauges
  - Perform functional test of high and low cutoff/cut on
  - Provide written report and list any recommendations including discrepancies and corrective actions scheduled/performed

GOALS FOR THE UTILITY SYSTEM

1 YEAR SHORT TERM LIST OF GOALS AND EXPECTATIONS

Steam System

- Start base loading the new absorption chiller to support campus chilled water needs and generate additional power via the steam turbines
- Develop operator training program for steam turbines
- Continue uploading assets to the CMMS and build maintenance programs
- Complete the following Capital Improvement Projects:
  - 23/1-001 Energy Plant Catwalk, Ladder, and Safety Upgrades
  - 23/1-006 Water Treatment Improvements, Project I
  - 23/1-007 Wood Fuel Handling System Upgrades

Chilled Water System

- Start base loading the new absorption chiller to support campus chilled water needs and generate additional power via the steam turbines
- Repair the damage to the exterior of the TES tank
- Complete the following Capital Improvement Projects:
  - 2022-15 SCCP Chiller Replacement and Improvements
- Continue uploading assets to the CMMS and build maintenance programs

Electricity System

- Complete the following preventative maintenance items:
  - Continue and expand thermography program
  - Start transformer oil sampling
- Establish plan to complete the following maintenance:
  - Dissipation factor (Tan Delta) testing on underground distribution
  - Partial discharge testing on underground distribution
  - Switch exercising
- Complete the following Capital Improvement Projects:
  - 23/3-027 Kibbie Dome Building Electrical Service Replacement
- Continue uploading assets to the CMMS and build maintenance programs

Domestic Water System

- Replace the Water Systems SCADA through Idaho DPW Project 21-257 SCADA Systems Upgrades and Improvements
- Establish the water loss control program to include:
  - Coordinating Planned Outages with the University
  - Level of current losses in the system
  - Develop Capital Improvements to address losses where feasible
- Complete the following Capital Improvement Projects:
  - 2022-12 Domestic Waterline Replacement Campus Dr. to Blake Ave.
- Continue uploading assets to the CMMS and build maintenance programs

Sanitary Sewer System

- Continue uploading assets to the CMMS and build maintenance programs

Stormwater System

- Continue uploading assets to the CMMS and build maintenance programs

Reclaimed Water System

- Replace the Water Systems SCADA through Idaho DPW Project 21-257 SCADA Systems Upgrades and Improvements
- Establish the water loss control program to include:
  - Coordinating Planned Outages with the University
  - Level of current losses in the system
  - Develop Capital Improvements to address losses where feasible
- Continue uploading assets to the CMMS and build maintenance programs

Compressed Air System

- Continue uploading assets to the CMMS
- Expand predictive maintenance program

5 YEAR LIST OF STRATEGIC GOALS

Steam System

- Fully implement the preventative maintenance program for all equipment in the system.
- Completely build out the metering of steam and condensate for each of the end users on the system.
- Steam and condensate flow models to support distribution upgrades and pipe replacements.

Chilled Water System

- Fully implement the preventative maintenance program for all equipment in the system.
- Chilled water flow model to support capacity and distribution upgrades.
- Completely build out the metering of temperature and flows for each of the end users on the system.

Electricity System

- Fully implement the preventative maintenance program for all components in the system.
- Completely build out electrical metering for each of the end users on the system.
- Secure backup electric generator(s) to support Unplanned Outages.

Domestic Water System

- Fully implement the preventative maintenance program for all machines in the system.
- Completely build out the metering of domestic water for each of the end users on the system.
- Implement the water loss control program.

Sanitary Sewer System

- Fully implement the preventative maintenance program for all components in the system.
- Update maps.

Stormwater System

- Fully implement the preventative maintenance program for all components in the system.
- Update maps.

Reclaimed Water System

- Fully implement the preventative maintenance program for all components in the system.
- Implement the water loss control program.

Compressed Air System

- Fully implement the preventative maintenance program for all equipment in the system.
- Identify all end users of the system.

PLAN TO KEEP SCADA NETWORK COMPONENTS UP TO DATE

The Domestic Water SCADA network is obsolete and needs to be replaced. It is scheduled to be replaced in an Idaho DPW project DPW21-257. This project is in the later stages of design and is expected to be completed by the end of the year.

TREATMENT AND CHEMICAL PLAN

WATER SYSTEMS

Water Systems are monitored and sampled frequently to ensure drinking water standards are being met. Test results for water systems are submitted to Idaho DEQ and are typically available online and as part of the annual Consumer Confidence Report (CCR). CCRs are available on the university's website at https://www.uidaho.edu/dfa/division-operations/utilities.

The below tests are conducted for each of the water systems:

Domestic Water

- Annual
    - Well 3: DBP2 – Stage 2 samples twice a year
    - Well 3: Nitrate sample
    - Well 4: DBP2 – Stage 2 samples twice a year
    - Well 4: Nitrate sample
    - Twenty lead and copper samples at predetermined locations
- Monthly
    - Minimum of 10 coliform bacteria samples
- Weekly
    - None
- Daily/Continuous
    - Total chlorine residuals

Reclaimed Water

- Annual
  - None
- Monthly
  - Nitrate sample
  - Nitrite sample
  - Total nitrogen sample
  - Total phosphorous sample
- Weekly
  - Three coliform bacteria samples
  - E-Coli bacteria sample
- Daily/Continuous
  - Total chlorine residuals

Sewer

- Annual
  - None
- Monthly
  - None
- Weekly
  - None
- Daily/Continuous
  - None

STEAM AND CHILLED WATER

Feedwater and condensate is monitored and tested frequently at the Energy Plant as any deviation needs to be corrected quickly to prevent damage to the boilers. The chilled water loop is tested twice a year for contaminants as it is a closed loop system. Make-up water to cooling towers is tested by Kurita continuously and a chemical treatment program is in place to prevent corrosion, scaling, fouling, and biological contamination.

The steam system is protected from excessive corrosion using a triple acting amine. To provide chemistry consistently to the steam and condensate systems, there is a porta-feed tank that stores several months' worth of amine. The tank is equipped with a chemical injection pump, plastic tubing and an injection quill to deliver the amine to the boiler feedwater. If there is a failure of the injection pump, tubing, or quills; there are spare parts on hand at the Energy Plant. If amine is unable to be ordered or delivered from the current chemical supplier, there are other chemical suppliers that could be used in the interim.

The make-up water, boiler feed water, and chilled water systems require chemicals to purify water, prevent scaling, inhibit corrosion, and control biological growth. To provide chemistry consistently to these systems, there are porta-feed tanks that store large quantities of chemical to be used for long

time periods. These porta-feed tanks range in size from 100 gallons to 400 gallons depending on the chemical used. The tanks are equipped with chemical injection pumps, that use plastic tubing and injection quills to deliver the chemical to the desired location. If there is a failure of the injection pumps, tubing, or quills; there are spare parts for each system on hand at the Energy Plant. If chemicals were unable to be ordered or delivered from the current chemical treatment company, there are other chemical companies that could be used in the interim.

The below tests are conducted for the Steam and Chilled Water systems:

Steam and condensate

- Annual
  - None
- Monthly
  - None
- Weekly
  - None
- Daily
  - Water softener testing six times per day
  - Boiler feedwater and condensate testing

Chilled Water

- Annual
  - Chilled water loop testing twice per year
- Monthly
  - None
- Weekly
  - None
- Daily
  - Continuous monitoring for cooling tower make-up water

CRITICAL SPARES

ELECTRIC SYSTEM

Transformers	Size (kVA)	High Side (V)	Low Side (V)	Qty
Square D	1500	13200/7620	4160/2400	1
Square D	225	13200/7620	208/120	1
Square D	75	13200/7620	208/120	1
Westinghouse	225	13200/7620	208/120	1
Square D	500	13200/7620	4160/2400	1
Square D	300	13200/7620	208/120	1
Square D	112.5	13200/7620	208/120	1
Westinghouse	500	13200/7620	480/277	1
ABB	750	13200/7620	480/277	1
Square D	150	13200/7620	208/120	1

Federal Pacific	112.5	480	208/120	1
General Electric	75	4160/2400	240/120	1
General Electric	75	4160/2400	240/120	1
General Electric	75	4160/2400	240/120	1
Spokane Transformer	50	4160/2400	240/120	1
General Electric	50	4160/2400	240/120	1
Square D	75	13200/7620	240/120	1
Square D	75	13200/7620	240/120	1
Square D	75	13200/7620	240/120	1
Square D	50	13200/7620	240/120	1
Square D	50	13200/7620	240/120	1
T&R Electric Supply Co	167	4160/2400	480/277	1
General Electric	50	4160/2400	480/277	1
Prolec	100	4160/2400	240/120	1
General Electric	250	24940/14400	4160/2400	1
Square D	50	13200/7620	240/120	1
McGraw-Edison Power Systems	37.5	4160/2400	240/120	1
General Electric	15	14400/24940	240/120	1
Westinghouse	10	unknown	unknown	1
McGraw-Edison Power Systems	25	4160/2400	240/120	1
McGraw-Edison Power Systems	15	4160/240	240/120	1
General Electric	25	13200/7620	240/120	1
Spokane Trans. Co.	500	13200/7620	208/120	1
Switches	**Model**	**Operation Type**		**Quantity**
S&C	PMH-9	Power operated		1
S&C	PMH-9	Manual		0
GS Hevi-duty/Nelson				1

WATER SYSTEMS

Description	Qty
450 HP well motor	1
Sodium hypochlorite dosage pump for the wells	1
12" repair coupler	2
10" repair coupler	3
8 " repair coupler	3
6 " repair coupler	3
6 " repair coupler	2
12" C-900 water pipe	20'

10" C-900 water pipe	40'
18" C-900 water pipe	40'
12" C-900 water pipe	40'
12" C-900 water pipe	60'
Blower motor for sodium hypochlorite generator	1
Levelite #GLL100-501F Prob Assembly w/ Polysulfon	1
SENSOR TEMP 4-20 MA 3/4 in MPT	1
SWITCH TEMP 131 DEG. SET POINT CPVC TYPE 1, ½	1
VALVE SOLENOID BRS 2-WAY 1/2 in 120 VAC, ASCO #82	1
VALVE SOLENOID, 3 WAY, 120 VAC, 1/4 COMPRESSION	1
6" air relief cla-val for well	1
6" domestic fill valve Cla-Val and 1/4" pilot valve	1
8" reclaimed valve Cla-Val and pilot valve	1
5ft burial fire hydrant	1

ENERGY PLANT

The following table includes examples of major spare parts, but minor components such as seals, pipe, fittings, gaskets, etc. are not included for brevity.

Description	Qty
Wood Boiler	
Hydraulic Motor (Walking Floor Replacement)	1
Keith Walking Floor Bearings	91
Keith Walking Floor Gaskets	200
Snuggler Gearbox/Motor Assembly for Spike Roller	1
Lincoln 30 HP Motor for Tipper Hydraulic Pump	1
Baldor 10 HP Motor/Gearbox for Walking Floor or Primary Bucket Elevator	1
Century 20 HP Motor for Truck Dump Exit Auger	1
Lincoln 30 HP (Plant Tipper Hydraulic Pump)	1
Hydraulic Oil Filter Unit	1
Truck Dump Exit Auger Motor	2
Truck Dump Exit Auger Pump	2
Boiler Bucket Bolts	50
Durabucket 10-11X6 SS	11
Durabucket 12-14X8 SS	16
WEG 7.5 HP Motor (Boiler Bucket)	1
Baldor 10 HP Motor (Walking Floor/Primary Bucket Elevator)	1
Terrell 90' Gearbox Assembly for Silo Sweep Auger (used)	1
Small Silo Sweep Auger Gearbox	2
Federal Gear Sweep Auger Gearbox	1
Linkbelt 100 Rivet Chain 10'	1

Flexco Skirting Assembly	4
5"X11" Conveyor Insert (Silo Entry)	5
4"X10 1/2" Conveyor Insert	0
4" Insert Pedestal (Conveyor)	10
4"X32" Conveyor Insert	12
5" Spiral Conveyor Insert	1
Grate Drive Push Rod	3
Grate Cross Bar Push Rod with Nut	11
3/16"X5" Weld on Steer Horn	15
Magnatrol Level Control	1
Cleveland Vibrator/Control Box	1
2B250 Sheave with Q1X3/4" Bushing	1
Grate Drive Pump	1
Overs Belt Replacement	1
Adjustable Bearing Shaft for Cross Conveyor	1
Flexco Belt Connectors	5
Half Link 50 Size Chain	3
Half Link 60 Size Chain	4
Half Link 100 Size Chain	13
Master Link 50 Size Chain	5
Master Link 60 Size Chain	7
Master Link 80 Size Chain	2
Master Link 100 Size Chain Double Heavy	1
Master Link 100 Size Chain	1
Dodge TXT525 Gearbox	2
Dodge HXT415BS Gearbox	1
Dodge HXT415CS Gearbox (Truck Dump Exit)	1
Dodge TXT425AT Gearbox	1
Falk 4115J25C Gearbox	1
Falk 2107J25 Gearbox	1
Falk 5203J25A Gearbox	1
Falk Gearbox (Unknown Model)	1
Doerr 200421EH861 Gearbox	1
Falk Gearbox Bracket	0
Browning Series 3000 Leveling Screw Motor and Gearbox	2
Browning Series 3000 Leveling Screw Motor and Gearbox	1
Magnatrol Level Control	1
Corrugated Trough Cover	2
Belt Pulling Bracket (in house fabrication)	3
1/2" Shoulder Nut (Sweep Auger Track)	40
1/2" Shoulder Nut (Sweep Auger Track Bagged)	100

Sweep Auger Track	13
Track Sprocket	1
Track Sprocket Shaft	1
Track Sprocket Drive Shaft Coupler	1
B71 Classifier/Primary Bucket Elevator Screw	8
B81 Boiler Feed Bucket Elevator	4
B105 Primary Bucket Elevator	4
BX120 Old Overs Belt	0
5VX 900 Sweep Auger	6
5VX860 Leveling Screw	2
30VX630 Unclassified/Classified Belt	4
Bolt on Conveyor Belt Cleat	3
Sweep Auger Hydraulic Pump Hose	2
Sweep Auger Hydraulic Pump Gearbox Hose	2
Make-A-Belt (Links and Pins) 20'	1
B53 Metering Bin Screw	3
8"X1/2" Skirtboard 50'	1
17" Boiler Bucket Elevator Belt 27'	1
16" Conveyor Belt (used) 20'	1
6' Weld on Lagging Bracket	15
6'X5" Lagging Insert	5
WD 110 Chain Links	76
WD 110 Rivet	13
2B 136 Sheave	1
2TB 184 Sheave	1
Century 20 HP Motor (Truck Dump Exit Auger)	1
Track Sprocket Motor	0
Dorris 107TR25 Gearbox Assembly	1
Silo Exit Auger Part 1	1
Silo Exit Auger Part 2	1
Metering Bin Augers	1
Ash Augers 1,2,3	1
Ash Auger 4	1
PMV 8 Rotary Valve and Sprocket (Ash Hopper #1)	1
Electrim 5 HP Motor (Ash Hopper #4)	2
BX63 Auger	4
B64 Ash Hoppers	9
B67 Silo Exit/Ash Conveyor	3
B76 Ash Elevation Conveyor	4
Energy Plant	
Feedwater Pumps	

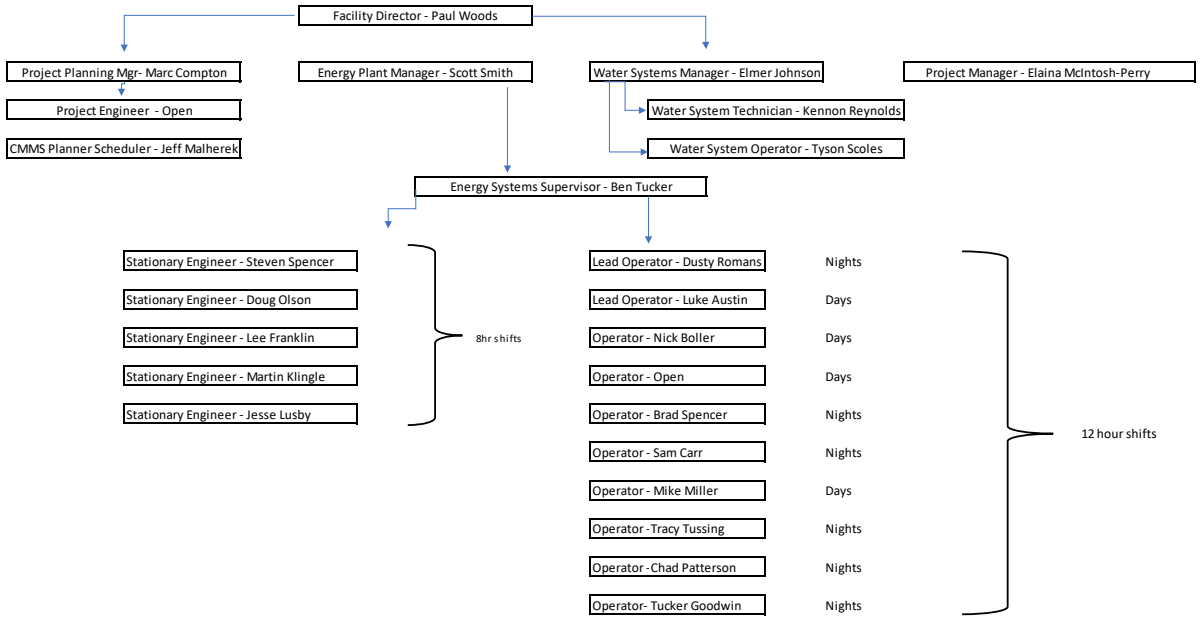
SKF 6206 JEM Feedwater Pump	6
13510 SKF Feedwater Pump	6
12118 SKF Feedwater Pump	4
6205 ZZC3 Koyo Feedwater Pump	3
B33723 John Crane Feedwater Pump	3
Loaders	
Set of 950 CAT Loader Tire Chains	1
Hydraulic Oil Filter #144-0832	1
Hi Efficiency Hydraulic Oil Filter #225-4118	1
Advanced HE Hydraulic Oil Filter #1G8878	1
Fuel Filter #1RO762	2
Fuel Water Separator #326-1644	1
Motor Oil Filter #1R1807	3
Cab Air Filter #7X-6041	6
Engine Air Filter Outer #245-6375	4
Engine Air Filter Inner #245-6376	3
Oil Filter #1749 (Hough)	0
Oil Filter #1970 (Hough)	0
Fuel Filter #3405 (Hough)	0
Coolant Filter/Conditioner #4071 (Hough)	0
Electric Motors	
Baldor 7 1/2 HP	1
Century 1.3 HP Pool & Spa Motor	2
Century 3 HP	2
Dayton 1 HP	1
Dayton 3 HP (old UF Fan)	1
Dayton 3 HP	1
Delta 0.5 HP	1
DFT 100 L4-102	1
Dorris 107TR25 1/2 HP	1
Elektrim 5 HP	2
GE 1/2 HP	0
GE 1/3 HP	0
Leeson 3/4 HP	1
Leeson 1 1/2 HP	0
Lincoln 1/3 HP	1
Leroy Somer 1 HP	1
Magnatek 10 HP	1
Series 2000	1
Taco 1/3 HP Motor/Pump Assembly	1
Unimount 125 3 HP	1

Vangaurd 2 HP	1
Magnatek 7.5 HP	1
Elektrim 30 HP (FD Fan)	1
Magnatek 1/2 HP	1
40 HP 3000rpm	0

STAFFING PLAN

ORGANIZATION CHART

MOSCOW ID ECO DISTRICT I, LLC
(MIEDI)



SHIFT STRUCTURE

A standard workday shall be on the basis of eight (8) hours per day for the management team and maintenance team, with twelve (12) hours per day for the operators.

Employees Shift Start / Stop times

Management	8:00 am – 5:00 pm
Engineering	8:00 am – 5:00 pm
Non District Energy Plant	8:00 am – 5:00 pm

District Energy Plant

Day Shift (1)	9:00 am – 9:00 pm
Night Shift (2)	9:00 pm – 9:00 am

- 8-hour will be the standard Monday through Friday, 8am to 5pm
- 12-hour will consist of 4 shifts (Operators only)
    - D1 (days 1) primary days Sunday, Monday, Tuesday
    - N1 (nights 1) primary nights Sunday, Monday, Tuesday
    - D2 (days 2) primary days Thursday, Friday, Saturday
    - N2 (nights 2) primary nights Wednesday, Thursday, Friday
    - With days swing day on Wednesdays
    - With nights swing day on Saturday

For shift tie in purposes, employees will be required to participate in a brief pass down at the end of shift.

Overtime shall be paid for non-exempt employees for all hours worked over 40 per work week and over 8 hours per day at 1.5 times the rate of pay.

When Daylight Savings and Standard Time Changes occur, during a shift, employees will be paid for actual hours worked.

ON CALL POLICY

Staff who are on-call will be identified, selected, and added to the UES department on-call list based on their ability to provide technical, emergency, and critical support to the UES site. A minimum of one UES staff will be identified and scheduled on a weekly rotating schedule.

EXPECTATIONS AND PRACTICES

- On-call staff are expected to response and cover all assigned shifts, perform task in a highly productive, efficient and professional manner.
- On-call weekly schedule:
    - Weekdays (Mon-Fri): 5:00 pm to 8:00 am, daily

- Weekends (Sat-Sun): 12:00 am to 11:59 pm, daily

- Response & Access: The on-call staff must have access to a phone and be available during the shift to respond to the emergency/alarms. Failure to respond within the required response times will not be a basis for disciplinary action but may affect future on-call scheduling.
  - Response Requirement: On-call staff must respond within 60 minutes.
  - Weekly Performance Bonus: A weekly performance bonus will be paid if the on-call person regularly responds to requests within 60 minutes.
- Trading Shifts: The on-call staff must coordinate with his or her lead/supervisor to trade on-call shifts.
- Drug and Alcohol Use: The on-call staff should refrain from the use of drugs and alcohol while on-call.

COMPENSATION

- Staff participating in the on-call rotation will receive compensation for time worked and are eligible for a weekly performance bonus as follows:
  - Time Worked: The employee will be paid for shall receive a minimum of two hours of pay if called to work or shall receive pay for actual hours worked, whichever amount is greater.
  - Holiday Pay: Holiday pay plus time worked (New Year's Day, Martin Luther King Jr Day, Memorial Day, 4th of July, Labor Day, Thanksgiving & Day After, and Christmas)
  - Weekly Performance Bonus: $200 for each on-call week
    - Eligibility: The weekly performance bonus will be paid if the on-call person regularly responds to requests within 60 minutes.

Time Worked policy only applies to only non-exempt employees.

POSITION JOB DUTIES AND RESPONSIBILITIES

Job duties and responsibilities are available upon request.

EMPLOYEE DEVELOPMENT PLAN

McKinstry is committed to providing opportunities and support to employees as they build a career with the company and has established programs to foster growth and development. Although McKinstry is committed to providing both the opportunities and the tools, employees are ultimately responsible for managing their careers.

Employee Orientation – Ensuring new hires experience a smooth transition personally and professionally into the company is very important to McKinstry. New Hires participate in comprehensive Activation and Initiation sessions to further their knowledge of McKinstry's mission, vision, and values, and are provided with an introduction to the company's systems and tools.

MCKINSTRY UNIVERSITY

McKinstry University, or McKU, provides access to numerous training and development programs with topics ranging from safety to leadership, from technical to soft skills.

McKinstry University courses are broken down into five "Colleges": Business, Leadership, McKinstry Tools, Professional Development, and Technical Training. These courses provide pathway for employees to improve performance in their current role and an opportunity for personal and professional development that supports overall career growth.

CREDENTIALS, CERTIFICATIONS, AND LICENSES

This section is under development.

DIVERSITY AND INCLUSION

Our focus on diversity and inclusion at McKinstry is longstanding, and McKinstry is deeply committed to advancing equity and inclusion in our company and in the industry overall. Addressing the equity crisis is a top-line aspiration – one of only three – in our guiding 2025 plan. As part of this effort, we have developed a comprehensive five-year plan focused around advancing racial equity, strengthening inclusive jobsite culture, upskilling our people, building personal ownership, driving equity outcomes in local communities, and demonstrating durability and commitment. In December, we became a leading signatory to the Washington Employers for Racial Equity commitment to advance racial equity across Washington and beyond.

To complement and build upon our existing efforts, we have organized our efforts into three focus areas:

Inclusive culture: We will foster a culture of inclusion and belonging at McKinstry that represents the mosaic of diversity in the communities where we live and work. Our culture of inclusion will ensure that our people are treated fairly and respectfully, have equal access to opportunities and resources, are empowered to bring their full authentic selves to work each day and experience a sense of belonging within the McKinstry family. We will demonstrate authenticity and durability of this commitment to our people. This includes employee engagement, talent development and acquisition, internal culture building, goal setting and accountability and values alignment.

Industry influence: We will influence our industry, including within the trades, to diversify jobsites and the skilled labor pipeline. We will leverage our relationships with associations, clients and partners to drive meaningful and durable actions and demand that jobsites provide safe, inviting, respectful and equitable work environments for all. Our enhanced partnerships with disadvantaged businesses will help nurture an increase in diverse organizations to lead and thrive in our industry. This includes industry and trade association partnerships, union collaboration, procurement and supply chain, brand building and client engagement.

Community impact: We will make a substantial impact in our communities by more strategically aligning our community engagement and philanthropy to drive equity. We will leverage our time, talent and resources to evaluate and advance equity work within our existing community priorities of education, the environment and nurturing children. We will leverage equity as a critical lens to evaluate how and where we engage. This includes philanthropy, community service, educational outreach and community partnerships.

We must do more to achieve our dream of a fair, just and equitable society for all. As a company, we will do our part and contribute to a legacy of which we can all be proud.

RATES OF PAY

Premium/shift differential pay is based on standard workday schedules and the date of start time of the shift. For the twelve (12) hour workdays, day shift (1) will be paid at the regular rate, and night shift (2) at your regular rate plus 5% shift differential.

UNIVERSITY OF IDAHO - UTILITY SYSTEM - UNCAPPED O&M

MOSCOW ID ECO DISTRICT I, LLC

Technical Team

POSITIONS	Hourly Billable Rate	Overtime Billable Rate
Facilities Director	$ 144.09	$ 216.14
Project Manager	$ 120.44	$ 180.66
Project Engineer	$ 106.18	$ 159.28
Energy Plant Manager	$ 120.44	$ 180.66
Energy Plant Supervisor	$ 95.85	$ 143.78
Energy Plant Boilermaker	$ 84.50	$ 126.74
Energy Plant Operator	$ 66.35	$ 99.52
Operator Apprentice	$ 53.09	$ 79.63
Water Systems Manager	$ 120.44	$ 180.66
Water Systems Operator	$ 66.35	$ 99.52

MIEDI

General Support Positions

POSITIONS	Hourly Billable Rate	Hourly Billable Rate
Purchasing Manager	$ 140.78	$ 211.16
Senior Purchasing Agent	$ 112.60	$ 168.90
Purchasing Agent	$ 79.92	$ 119.88
Safety Program Director	$ 161.36	$ 242.04
Safety Program Manager	$ 135.58	$ 203.37
Senior Admin Support	$ 128.58	$ 192.80
Admin Support	$ 108.95	$ 163.43
Senior Project Accountant / Financial Analyst	$ 159.69	$ 239.53
Project Accountant / Financial Analyst	$ 103.94	$ 155.91

NOTES:

* Rates include labor burden for items such as: FICA, FUTA, SUTA, workers comp, medical, 401k, life insurance & PTO
* Rates are adjusted at the start of each year to reflect raises and cost of living (CPI-W, Mountain).
* Rates do not include travel, subsistence, or other travel expenses.

SUBCONTRACTORS / MATERIALS	Subcontractors and materials will be marked up at a rate of 13.5% for overhead and profit on these costs.
Effective 01/01/23 - 12/31/23	

ONE AND FIVE YEAR STAFFING PLANS

Continuing to maintain the current number of resources to deliver Operations and Maintenance is key to stabilization efforts and will result in no changes to the staffing level plan in one year.

- Operations team (working 12-hour shifts) of the district energy plant
- Maintenance team of the district energy plant, chilled water system, and other utility systems
- Water system team for the four water utility systems
- Project manager for capital projects
- CMMS Planner/Scheduler
- Local management team overseeing the program delivery

As capital projects get approved that brings new technology in utility system/equipment infrastructure and control systems that provide data analytics, an opportunity to adjust our staffing level plan in year 5 will present itself.

INCIDENT RESPONSE

SUMMARY

A set of policies and procedures to help guide facility personnel responding to incidents of varying severity that, if not properly managed, could significantly impact the facility operations, their people, or their ability to function productively. Used both in preparation for and in response to major incidents and should be closely reviewed by major facility stakeholders and team members who would participate in the response to an incident. The plan is designed to provide guidance on how to react to a variety of crisis or disaster scenarios with the intent of providing a safe, timely, and sound resolution that minimizes business impact.

DEFINITIONS

- **Incident** – A situation of extreme difficulty, which is outside the scope of prepared responses.
- **Disaster** – An event that results in severe damage or injury.
- **Incident Response Plan** – This is the detailed plan of action on what to do during an incident.
- **Plan Implementation Procedures** – These are the procedures (EOPs, MOPs, SOPs, and APs) that are used to put the plan into effect.
- **Response Testing and Training** – These procedures apply to the continued maintenance, testing and training requirements of the plan.
- **Task Force Leader** – is the operational leader for the level of business leadership represented by the task force. The Task Force (TF) leader is responsible for initiating the task force, conducting the meetings, and communicating TF status, findings, and actions to senior leadership. The TF leader is responsible for ensuring the TF members are prepared, to include being trained and proficient with their responsibilities.

- **Facility Representative** – is the TF member responsible for information regarding facility status, to include utility and structural status following a catastrophic physical event.
- **Operations Representative** – is the TF member(s) responsible for determining the near and long-term impacts of the critical event on normal operations, information regarding their area of operations, and the employees performing them.
- **Safety Representative** – is the TF member responsible for information regarding the overall work environment safety, medical response events or investigations into those type of events.
- **HR Representative** – is the TF member responsible for information regarding the broader situation, actions of other organizations, and the impact on our employees.
- **Legal Representative** – is the TF member responsible for consuming the local, state, and federal response guidance and distilling into actionable intelligence for the development of response plans.
- **Finance & Accounting Representative** – is the TF member responsible for information regarding the broader financial picture, to include impacts on the financial markets affecting McKinstry businesses, customers, vendors, and subcontractors.
- **Information Technology Representative** – is the TF member responsible for information regarding the health and security of McKinstry's communications infrastructure and critical software platform performance.
- **Communications Representative** – is the TF member responsible for capturing TF meeting minutes, drafting TF communications for approval, and coordinating timing of communications release with other internal and external teams.
- **Supply Chain Representative** – is the TF member responsible for information regarding the health of the overall supply chain, to include any short- or long-term forecasted supply chain disruptions of critical personal protective equipment, transportation of goods, or job site tools and equipment.
- **Additional Subject Matter Experts** – are specialized TF members added to the TF to raise the general awareness of the other TF members on a subject or aspect of the crisis event. Their participation will be at the pleasure of the Task Force Leader and will be assigned specific responsibilities to best serve the TF.

PREPARATION AND PREVENTION

This set of activities can help prevent a crisis, reduce the chance of a crisis happening, or reduce the damaging effects of a crisis.

- Frequency of Testing – The Incident Response Plan will be tested no less than once every year. The objectives of the tests are as follows:
    - To determine the effectiveness of the Plan procedures
    - To determine the state of readiness and ability of designated personnel to perform their assigned responsibilities; and to validate and update the contact information for the Facility support personnel (as necessary).
    - To test and determine Communication Plan (Contingency Communications Equip.)

- Frequency of Training – Training will occur on a quarterly basis on the following topics:
  - Notification Procedures
  - Emergency Response
  - Incident Reporting
  - First Response

DRILLS

The UES team will perform drills every quarter to evaluate the training of the emergency procedures, team skills and communication, and the overall effectiveness of the facility team. The focus is to identify areas of improvement from training, documentation, actions required, and predictive failure points. These drills will be orchestrated and overseen by the UES facility management team (Drills POC) and may be implemented in the following manner:

- **Tabletop:** The UES Team will meet together with the drill POC and discuss failure scenarios. During this exercise all team members will be encouraged and expected to participate. This drill session could include:
  - White boarding the sequence of operations
  - Identifying the communication structure with escalations as identified by the overseeing drill POC
  - A written test of scenarios and equipment knowledge
  - Expected Results:
    - All members participate
    - The team can draw/explain the sequence of operation (SOO) with the understanding of why the equipment reacts the way it does
    - The team can explain how they should respond in the given scenario
- **Mock Drill:** The drill POC will coordinate a failure scenario to simulate what a team member may see during an actual failure. Once everything is staged and all required managers are in place a mock email will be sent out to trigger the team's response. The team will then respond as if it were an actual alarm/event and perform the following:
  - Investigate and Assess
  - Communicate and Escalate
  - Simulate any required or instructed actions
  - There will be no actual changing of state of any equipment during this exercise. The team will identify what actions are required and discuss what they would do and expect to see as results
    - Expected Results:
      - The team responds in a rapid, safe, and organized manner
      - Identification of abnormalities that are being simulated
      - The team understands the SOO of the equipment and why it is in that simulated state and if that simulated state is correct.
      - Communication is being correctly escalated

- Process sequence is correct and there is confidence in the team to speak up:
    - If instructed to perform an action that is out of sequence
    - If the individual is not comfortable performing the action

- **Live Drill:** The drill POC will coordinate a failure scenario and identify the impact to the Facility. This exercise involves actually changing state of equipment and is hands on. Activities include:
    - This scenario will be documented and shared with the client for approval prior to initiating the live drill and will be scheduled for a time where this activity could take place without any outage. This document will also include a back out plan.
    - Upon approval, and with the participation of the client, notifications will be sent out to the appropriate teams and business units to notify them of any possible alarms and what they should expect to see. This notification will include a date and time frame.
    - Once confirmed that all participants are ready, the drill POC will get permission to initiate the live drill from the client. The drill will then be initiated as identified in the Procedure and the UES team will be ready to react and evaluate.
    - Expected Results:
        - The team responds in a rapid, safe, and organized manner
        - The team is able to assess the abnormalities resulting from the live drill
        - The Facility system(s) react to the initiated event and the SOO of the effected equipment performs as expected.
        - Notifications, alarms, and BMS reflect the new state
        - Actions performed are in accordance with the approved processes
            - Equipment and systems should react as designed
            - The team should communicate if the expected results differ from the actual results
    - A meeting with the UES team and the University will occur to discuss lessons learned and overall success of the live drill.

We aim to get the whole team involved in these drills each quarter but scenarios may be too sensitive to capture the whole team. In order to balance the training the McKinstry UES Management will schedule the different types of drills to allow the best cross exposure. In addition, the McKinstry UES Management will share and discuss the drills during pass down and team meetings. The drill POC will also document the drill, the results, and any lessons learned for continuous improvement.

DETECTION AND INCIDENT CLASSIFICATION

How do you recognize a crisis when it occurs? Quite often a manageable situation will transform into an incident over time, possibly catching the observer off guard. It is important to be able to recognize the early warning signs and threshold qualities.

One of the defining characteristics of an incident is a loss of control. If a situation passes outside the boundaries of what can be reliably managed and becomes, or threatens to become, out of control an

incident may ensue. Another characteristic of an incident would be a high level of severity. For example, even though there may be an incident response plan in place for an unplanned outage, the severity of the event may dictate that incident management take place immediately.

INCIDENT TYPES

- Unanticipated System Failure – Failure of known, but unanticipated origin. No standard response procedures exist.
- Undefined System Failure – Failure of unknown origin. Response not yet defined.
- Extended or Compound Failure – Emergency response procedures may exist for the failure and/or its components, but the extent, duration or complexity of the failure is outside the limits of established procedures.
- Severe Failure – A system failure or situation of extreme severity. A procedure exists.
- Unresponsive Failure – Known failure type that does not respond to established procedures in the prescribed time frame.

DISASTER TYPES

Disasters are easier to identify. When serious damage has occurred to property, personnel, or business continuity a disaster has occurred or is in progress.

- Man-made
    - Attack on facility or personnel
    - Equipment fire/explosion
    - Hazardous material release
    - Catastrophic Mechanical, Electrical, Data, or Plumbing (MEDP) failure
- Natural
    - Severe weather
    - Earthquake
    - Flood
    - Fire

In the event of an incident or disaster the ability to quickly identify and classify the event is the crucial first step in the process. This is necessary for an effective response and communication strategy.

DEFINITIONS OF INCIDENT (EVENT)

- **Class 1:** Life Safety
    - This class overrides all other classes. A threat to human life is more important than a threat to business operations. This class covers fire, natural disasters, threat to human life, and security.
- **Class 2:** Critical
    - Defined as an event that interrupts business functions, Utility System has been or will be lost.
- **Class 3:** Significant

- Defined as an event that interrupts business functions, or if “Normal” or “N” status is lost in any critical building system, Mechanical or Electrical. A Class 2 event can be determined by asking one of two questions: Have we lost “N” redundancy in a Utility System has it been compromised.

- **Class 4:** Advisory
  - This class is intended to notify the team of an informational event. Examples include 30+mph wind warning, lightning warning. This class is mainly for notification of situations that could have a possibility of escalating to a higher class.

ALL CLEAR EMAIL

An “All Clear Email” is to notify a return to normal from a previous event notification.

FAULT EVENT RESPONSE DIAGRAM

The following flowchart outlines the standard actions taken on each class of events.

RESPONSE AND MITIGATION

The proper response and mitigation actions will ensure the timely stabilization of the facility and business operations.

FIRST RESPONSE

If there is an immediate threat to human safety or the facility that can be safely mitigated, immediate action should be taken. If someone is, or is about to be, injured the need for action outweighs the need for deliberation - provided that the consequences of such actions do not endanger anyone. Similarly, if there is a containable fire and the safe means to extinguish it, such an action would take precedence over any other activity. These are just two possible examples where a first response would be justifiable and prudent if the responder is appropriately trained. Extreme caution should be used in any situation where the need for an immediate first response is determined. Only when the stakes are high, the consequences predictable, and appropriate training previously completed should such actions be considered.

EVALUATION

After, or in lieu of, any first response activities the primary task is to assess the situation. Basic information must be gathered about the scope and severity of the incident, as well as the state of what was affected. This data must be quickly established and continuously updated in order to ensure good decision making and accurate communications.

The following is a list of data points that should be part of the evaluation process:

- **Scope** – What are the event boundaries, in terms of the physical and functional extents?
  - Source of the incident and possible root causes:
    - Human error
    - Equipment failure
    - Natural disaster
    - Other
  - Area(s) affected.
    - Utility Buildings, MEDP areas, rooms, etc.
  - Business processes affected.
    - What properties are affected?
    - Severity - How severe is the damage or risk?
  - Human impact – were there any injuries?
  - Structural damage
  - Mechanical, Electrical, Data or Plumbing (MEDP) damage
  - Risk classification – Class 1, 2, 3, 4
- **Status** – What is the current state of the situation?
  - Safety of occupants
  - Damage assessment
  - Current system redundancy level
  - Systems currently on/offline
  - Applications currently on/offline
  - Emergency personnel on the scene
  - Available personnel – (are there sufficient resources available to respond?)
  - Estimated time to restore business operations
- **Stability** – Is the situation getting better or worse, or is it stable?
  - Conditions improving
  - Conditions deteriorating
  - Not able to determine

NOTIFICATION

When an event has occurred or is in progress, timely and accurate communications must take place to all stakeholders.

- **Initial Notification** – This may precede a full evaluation (as defined in the previous step) if that process will cause a significant delay in getting notification out about the incident. In many cases, a quick notice containing the event location, type and status is preferable to waiting for a full report.
  - Send a message per the Incident Notification Administrative Procedure for the facility
  - Notify all applicable parties on the site Escalation List. This can either be done directly by site personnel, or by calling Security and invoking an Emergency Escalation Plan.

- **Establishing a Phone Bridge** – As an event occurs; McKinstry will classify and evaluate the alarm while following the escalation process. Concurrently, the client will be following their escalation processes. McKinstry will be responsible for establishing a phone bridge within the first 30 minutes for all Class 1 and Class 2 events and distribute the login information per the Escalation Appendices below. McKinstry Facility management will determine if a phone bridge is required for any Class 3 events. If the client determines an internal phone Bridge is required, the client will establish that bridge and distribute the login information. At this time, all personnel on the McKinstry Phone Bridge will migrate to the internal Phone Bridge.
- **Periodic Status Updates** – At set intervals, changes of state (including problem resolution),or when significant new information becomes available status updates shall be sent to all stakeholders via email or communicated via the Phone Bridge.
- **Abnormal Incident Report** – Within 24 hours of an event or as soon as possible, an Abnormal Incident Report (AIR) will be provided by McKinstry.

RESPONSE LOGISTICS

- Identify the members of the Emergency Response Team (ERT)
    - UES Team
    - Concessionaire Team
    - University EHS Team
    - University Public Safety and Security
    - Other
- Establish team roles
    - ERT Leader (final decision maker)
    - Communication manager
    - Event Documentation Manager
    - Safety Manager
- UES team role
    - On-call staff are expected to cover all assigned shifts, perform tasks in a highly productive, efficient and professional manner. The responsibilities include (but are not limited to) the following:
        - Responding to all emergency calls related to campus utility systems:
            - Domestic, Reclaimed, Waste and Stormwater Water systems, Electrical Systems – Water Tech on-call technician
            - Chilled Water, Compressed Air & Steam – Steam & Chilled Water on-call technician
        - Evaluating, investigating, and shut down systems if necessary, to mitigate adverse impacts of both planned and unforeseen shutdowns to all situations

including weather events. Coordinate with a manager for shutdowns as necessary.
- Staff scheduling for on-call weeks will vary based on the business need and UES staff availability. The schedule for each week will be as follows:
  - Weekdays, 5pm – 8am
  - Weekends, 5pm Friday – 8am Monday
- The on-call staff must have access to a cell phone and be available during the shift to respond to the emergency/alarms or phone calls.
- Response Requirement:
  - On-call staff must answer the emergency call and if necessary be on site within 60 minutes.
  - Failure to respond within the required response times will not be a basis for disciplinary action but may affect future on-call scheduling.
- Trading Shifts: The on-call staff must coordinate with his or her lead/supervisor to trade on-call shifts.
- Drug and Alcohol Use: The on-call staff should refrain from the use of drugs and alcohol while on-call.

- Conduct event briefing containing:
  - The current situation assessment
  - A round-table discussion between all teams responding to the event to review the following:
    - Life safety
    - Team member availability
    - Business Operations Impact
    - Root cause
    - Problem resolution and strategies
    - Impact of implementing work without established procedures
- Establish objectives
  - Stabilize System
  - Isolate Problem(s)
  - Restore Redundancy
  - Return to Normal Operations

Deliberation: Take the time to make good decisions. Hasty actions may worsen the situation. Utilize the ERT and its extended members to establish action items.

Delegation: Assign tasks to team members

Mitigation: Perform agreed upon actions to mitigate and/or reverse the effects of the event

Iteration: Repeat steps as needed

RECOVERY AND ANALYSIS

POST-INCIDENT ANALYSIS AND REPORTING

The following must be completed within 24 hours after an event occurs:

- Complete the first sections of the Abnormal Incident Report (AIR) prior to the Root Cause Analysis sections (RCA).

The following must take priority and be completed in a prompt and timely fashion:

- A Root Cause Analysis (RCA) must be performed, documented, and submitted on the same AIR form created for the event occurrence. The RCA should include the below examples:
  - Detailed Sequence of Events
  - Associated Work Order Tickets
  - Pictures
  - Any Procedures that were used
  - Any other information/detail relevant to the root cause of the event
- Lessons Learned Report must be completed for distribution of relevant knowledge about the event to stakeholders to prevent future occurrences.
  - After Action Plan with recommendations for improving future response to events. The Action Plan should include but not excluded to:
    - Item Number
    - Date/Time Assigned
    - Description
    - Point of Contact (POC) of Item
    - POC Number
    - Status
    - Due Date/Time
    - Resolved Date/Time
- Remedial Training as needed to implement After Action Plan findings.
- Formal incident report including the above details will be provided to the Concessionaire and University. The Formal Incident Format Guide should include but not excluded to:
  - **Incident** – Provide a summary of the event and current status of critical infrastructure.
  - **Incident Descriptions** – Provide a detailed account of the event and remedial actions taken.
  - **Root Cause** – Provide a suggested root cause to the event and provide justification for the root cause.
  - **Records of Events** – Captures significant activities during the course of the event.
  - **Action Item List** – List all actions required to prevent recurrence.
  - **Appendices** – Place any additional items used in the investigation into the appendices. Add as many as needed to support the root cause conclusions.

- **Summary** – Provide a summary of your analysis and conclusions in this area. Also, detail out the actions required to prevent recurrence.

- Post-incident will be tracked as follows:
  - CMMS work order ticket will be created for each action item.
  - All reports will be posted in an accessible location for review.

INCIDENT COMMAND CENTER (ICC) CONFIGURATION

RECOMMENDATION FOR ICC CONFIGURATION

Best practice is to have an Incident Command Center (ICC) available. An alternate, off-site option should be available (could be a hotel) if access to the primary facility is denied. The designated room must be available for quick conversion to an ICC although it may have alternate uses at other times. Equipment shall be stored nearby to ensure that it remains dedicated for use in an incident. A room or rooms shall be identified which can be made available for work groups to use.

The ERT should have access to a personal computer and a printer. This should be a printer that is directly connected and not networked. Basic office supplies and equipment should include the following: White boards with erasable pens and erasers, flip charts, bulletin boards, and push pins. Arrangements for meals and accommodations should be anticipated so that a team can be sustained for long periods if needed.

A recommended configuration includes:

- A dedicated PC with directly connected printer/scanner/copier
- Access to video teleconference room (VTC)
- Conference Call bridge access in both rooms with secured access to bridge
- At least four telephone lines, these can be cell phones
- Ability to record telephone conversations
- An internet connection and wireless router
- TV with access to national and international news media
- Projector for use with PCs.
- Two way radio communications (VHF) capability.

The following additional equipment for an ICC should be considered:

- Rolling containers for supplies
- Access to kitchenette area with vending machines /beverages /coffeemaker /microwave
- Emergency Food and Water Supplies
- Digital camera with extra memory and batteries
- 2 Battery powered Radios and additional batteries
- Electrical adapters (110v) and surge protectors

- Multiple Time Zone Clocks
- Sleeping area and supplies available for longer term events
- Shredder – if one is not available locally
- Satellite telephone
- Maps of asset areas.
- Building MEP drawings, schematics, etc.
- Any other item that would be of value to the Facility team

Good management of the ICC is vital to the successful running of an incident. The Information above should serve as an example checklist is not all inclusive. A balance should be achieved between having a dedicated, permanently equipped facility and having a room that requires fitting at the last moment (which is undesirable). It is likely the first bridge call and initial discussions are likely to take place from a convenient office and remote locations; the team is likely to move to the ICC if and when members physically meet together.

SAFETY AND HEALTH POLICY

SUMMARY

It is the priority of MIEDI to provide a safe and healthful working environment for all our employees, client employees, partner-vendors, and visitors in our area of operation. In our approach to safety, we consider compliance with State and Federal regulations as our base line and strive to exceed this base by using best practices and continual review.

We believe we have a responsibility for the safety of employees, vendor-partners, customers, and site visitors to maintain a workplace free from injury and accidental damage and which creates a minimal environmental impact. We expect all employees to participate in our safety efforts. These efforts help make MIEDI one of the best places to work.

Employees are expected to follow the safe work practices they learn about in new employee orientation and ongoing training; be watchful for the identification and reporting of hazards; and to participate in employee programs improving and promoting safety. In turn, MIEDI is committed to providing the financial and personnel resources to safety, holding our front-line management accountable, providing training and equipment for safe job performance, and responding to employee suggestions and identification of hazards.

Achieving voluntary compliance with State and Federal regulations relating to employee health and safety can only be met through cooperation of all employees and vendor-partners on our programs. This cooperation is imperative if we are to have an effective Facility Safety Plan. This Safety Plan is available to all facility personnel. It is the responsibility of each employee to read, understand, implement, and always maintain the Safety Plan.

PURPOSE

This Safety Plan has been developed to serve as a guide in achieving the following:

- The standardized coordination of safety practices with our clients and vendor-partners, who will be following established industry practices, State/Federal requirements, and OSHA standards.
- Establish clear lines of communication, responsibility, and accountability for safety at all the facilities that we manage.
- Elimination of personal injury and property damage, thus reducing our losses as well as those to clients, vendor-partners, and their employees.

SAFETY RULES

This Safety Plan includes policies for the safe operation of equipment, handling of materials, and conduct of employees. The procedures, duties, and responsibilities outlined in this program will be in effect throughout the duration of MIEDI programs at the campus. Acts or conduct, including but not limited to the following, are prohibited, and can result in disciplinary action up to and including termination. These rules apply to the facility and its property, adjacent owner's property, and parking areas.

- Fighting, horseplay, or creating a disturbance
- The presence of alcoholic beverages, marijuana, illegal drugs, narcotics or controlled substances by employees while on duty and/or at locations under the employer's control, is prohibited and is cause for disciplinary action up to and including termination.
- Possession of firearms or other deadly weapons
- Falsification of records/reports involving claims of injury or damage
- Unauthorized building of fires
- Violation of published safety rules, misuse of safety or fire prevention equipment
- Failure to report any accidents or injury immediately to your immediate supervisor
- Running on any site is strictly prohibited except in extreme emergencies
- Wear uniform clothing suitable for the weather and your work. Torn, loose clothing, cuffs, sleeves, etc. are hazardous and could cause accidents.
- Hardhats must be worn in all required areas where indicated
- Proper eye protection must be worn when you are exposed to flying objects, dust, harmful rays, chemicals, flying particles, etc. No exceptions. All eyewear, including prescription eyewear must be ANSI Z87 rated and have side shields.
- Proper footwear must be worn on all work sites. Sturdy work boots. The wearing of sport shoes, tennis type shoes, sandals, dress shoes, and similar footwear is strictly prohibited.
- Always use gloves, aprons or other protective clothing when handling rough materials, chemicals and hot or cold objects.
- When spray painting, finish spraying, burning, exposed to large quantities of dust or to other toxic hazards, always wear a respirator. Check with the Critical Facility Manager for respirator training and fit testing.

- No work shall be performed in proximity to electrical conductors closer than ten (10) feet unless the conductors have been effectively guarded.
- Compressed gas cylinders shall be chained or secured in the upright position at all times. Cylinders shall be placed in cylinder carts whenever they are being transported to different locations on the client site.
- Always store materials in a safe manner. Tie down or support piles as necessary to prevent falling, rolling or shifting.
- Shavings, dust, scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
- Refuse piles must be removed as soon as possible. Refuse is a safety and fire hazard.
- Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.
- Do not block aisles, traffic lanes, fire exits, gangways or stairs
- Avoid shortcuts – use ramps, stairs walkways, and ladders
- Standard guardrails must be erected around all floor openings and excavations must be barricaded
- Get help with heavy or bulky materials to avoid injury to yourself or damage to material
- Keep all tools and materials away from the edges of scaffolding, platforms, shaft openings, etc.
- Know the correct use of hand and power tools. Use the right tool for the job
- All electric power tools (unless double insulated), extension cords, and equipment shall be properly insulated and grounded. Damaged cords shall be replaced. All extension cords must have GFCI.
- Know the location and use of fire extinguishing equipment and the procedure for sounding a fire alarm
- Flammable liquids shall be used only in small amounts at the job location and in approved safety cans
- Proper guards or shields must be installed on all power tools before use. Do not use any tools without the guards in their proper working condition.
- Do not operate any power tool or equipment unless you are trained in its operation and authorized by your supervisor
- Use tools only for their designed purpose
- Do not remove, deface or destroy any warning, danger sign or barricade. Do not interfere with any form of accident prevention device that is being used by other workers. Correct signage will be used to indicate the hazard or work area.

SAFETY RESPONSIBILITIES

It is the desire of MIEDI to protect employees from accidental injury and damage to health while working for our organization. This matter must receive top priority attention from all levels.

Safety is the functional responsibility of each individual who has the right to demand safe operations. It is everyone's obligation to teach each other to work safely and to understand the rules and procedures

of this manual. The facility Supervisors and each level of our organization are accountable for safe performance.

Duties and responsibilities of all personnel under MIEDI 's Safety Plan are as follows:

ALL EMPLOYEES

- Be familiar with and comply with proper safety and health practices
- Use the required safety devices and proper personal protective safety equipment, as instructed, at all appropriate times
- Notify supervisor immediately of unsafe conditions and acts. All employees are empowered to correct unsafe conditions as necessary and to stop all unsafe acts.
- Report all accidents and near misses to supervisor immediately
- Abide by the rules and regulations of the MIEDI Safety Policies
- Abide by applicable State regulations and United States CFR 29 1926.20, employee's responsibilities
- The MIEDI Facility Manager and the Safety Manager are to be promptly notified when an OSHA/State Inspector visits the site

FACILITY DIRECTOR

- Develop technical guidance and interim programs to identify and remove physical hazards from sites
- Formulate, recommend, and administer approved changes to the Facility Safety Plan
- Prepare and distribute to management, regular reports on the status of safety at the facility
- Advise all levels of management on matters pertaining to safety, to include establishing a "chain of command" and a network to communicate safety matters within the organization
- Maintain an adequate accident report system, personally investigating serious accidents and taking corrective action to eliminate accident causes
- Cooperate with program management personnel in the safety training of employees
- Maintain working relationship with MIEDI Safety Manager's
- Insure there is full compliance with applicable Federal, State, and local regulations, and client requirements
- Recommend programs and activities that will develop and maintain incentives for the motivation of employees working safety
- Recommend disciplinary procedures for repeat violators of safety rules
- Review all accident reports with site lead and the injured employee

OPERATORS, MAINTENANCE AND WATER TECHNICIANS

- Is familiar with and enforces safety regulations applicable to company operations within area of responsibility

- Correct and coordinate safety activities within his/her area of responsibility, to include motivation of employees for safe work practices
- Assure that safety devices and proper individual protective equipment are used by persons under his/her supervision
- Instruct all employees within area of responsibility in job safety and health requirements and insist on compliance
- Assure that injuries are treated promptly and reported properly
- Assist in the investigation of all accidents, obtain all pertinent data, and file a complete report with the Safety Manager and site FM. Recommend corrective action
- Assure that no unsafe conditions exist in area of responsibility and report to the Facility Manager or the Safety Manager on any corrective actions needed which are beyond his/her control
- Hold daily safety briefings with employees to:
    - Discuss how to safely perform current assignments for the day
    - Discuss topics provided by Safety Manager
    - Encourage open discussion and safety suggestions from employees
- See that prompt first aid is administered to an injured employee
- Conduct safety inspections of work area, direct corrective action for unsafe conditions noted, and inform the Safety Manager of inspection results
- Maintain a valid First Aid Card
- Assure that all vendor-partners are abiding by the safety practices of the facility when on site

APPRENTICES, CMMS PLANNER SCHEDULER

- Is familiar with safety regulations related to his/her area of responsibility
- Direct and coordinate safety activities within area of responsibility
- Require all employees under his/her supervision to utilize the proper individual protective equipment and job safety device
- Assure that safety equipment is available and that storage locations are clearly designated
- Conduct safety inspections of work area, direct corrective action for unsafe conditions noted, and inform the Safety Manager, FM, AFM, or LFE of inspection results
- Assure that front line Supervisors are aware of and comply with requirements for safe practices and conditions to be maintained at the facility
- Review all accidents with front line supervisors. Submit full report to the Safety Manager, FM, AFM, or LFE and assure that corrective action is taken immediately to alleviate the cause.
- Require all vendor-partners and vendor-partner personnel to comply with applicable safety regulations
- Provide information and recommendations (feedback) to Safety Manager, FM, AFM, or LFE concerning safety matters

SUBCONTRACTORS (VENDOR-PARTNERS)

Each vendor-partner is responsible for the safety of their own personnel, and will:

- Provide and execute all work so as to comply with Federal, State, and local codes as well as MIEDI Facility Safety Plan. Where conflict occurs, the most stringent shall apply.
- The vendor-partner uses the required safety devices and proper personal protective safety equipment, as instructed, at all appropriate times.
- Provide and enforce the use at all times of the personal protective equipment specified by State regulations, OSHA requirements and the Facility Safety Plan.
- Comply with procedures and practices in addition to those outlined above, which the Facility Manager may, at his/her discretion, institute to ensure safety. The AFM, LCFE, and FE may also be assigned as the designee by the FM.
- Provide supervisory investigation reports on all accidents.
- Attend site meetings addressing safety.
- Schedule daily safety briefings for all employees and maintain records of these briefings.
    - It may be possible for the vendor-partner to attend the MIEDI safety briefings.
- Take immediate action to correct unsafe practices or conditions when discovered.
- Maintain a file of Safety Data Sheets (SDS) for all hazardous materials that are brought onsite, conduct the necessary training, and provide personal protective equipment as required.
- Report to the MIEDI Facility Manager any observed unsafe conditions, or practices, of violations of job security which are not within vendor-partner's jurisdiction.
- Tools and equipment will be inspected by each vendor-partner as required by the Facility Safety Plan.
- Provide a copy of vendor's written Safety Program to the MIEDI Facility Manager
- Conduct a thorough safety indoctrination of all new hires and maintain records of same

PERSONAL PROTECTIVE EQUIPMENT

The following guidelines will be used for Personal Protective Equipment (PPE) selection and use.

PPE – 29 CFR 1910.132

Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices and protective shields and barriers, will be provided, used, and maintained in a sanitary and reliable condition. This protective equipment must be used wherever there is a reasonable possibility of worker exposure to hazards associated with processes or environment, biological, chemical and radiological agents, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

PPE must meet the following minimum requirements:

- Adequately protect against the particular hazards for which they were designed
- Be reasonably comfortable when worn under designed conditions
- Fit properly without interfering with the movements or vision of the wearer
- Be durable
- Be capable of being cleaned and/or disinfected
- Be kept clean and in good repair

Provide special protective equipment and clothing whenever these conditions capable of causing injury or impairment are present:

- Hazards of process or environment
- Biological, chemical or radiological hazards
- Mechanical irritants
- Welding, cutting or working molten metal

All PPE equipment and clothing are to be maintained in a sanitary and reliable condition.

Supervisors must provide a type of protection suitable for the work to be performed and employees must use the protection. To properly evaluate the workplace, the supervisor must perform a job hazard assessment (JHA) and select the types of PPE which will protect the employee.

EYE AND FACE PROTECTION - 29 CFR 1910.133

Employees working in agricultural and laboratory research and maintenance environments, including but not limited to laboratories, greenhouses, fields, and shops will wear eye protection at all times.

The supervisor will ensure employees use appropriate eye or face protection when exposed to eye or face hazards from flying particles and projectiles; biologicals, chemicals, pesticides, and radiological agents; acid or caustic liquids; and hazardous dusts, gases, mists or vapors.

Eye and face protective equipment is required by OSHA where there is a reasonable probability of preventing injury. Suitable safety glasses, goggles or face shields are required where a hazard exists that could cause injury to unprotected eyes. Examples of conditions where suitable eye protection must be provided include:

- Biological, chemical or radiological hazards
- Machines
- Flying objects
- Welding, cutting or working molten metal
- Operating construction equipment such as a drill, saw, lathe, grinding wheel
- Extreme light, glare, UV or laser exposure

Suitable eye protection must comply with American National Standards Institute (ANSI) Z87.1-1989. Eye and face PPE must be distinctly marked to facilitate and document compliance.

RESPIRATORY PROTECTION – 29 CFR 1910.134

Respirators will be provided when required to protect the health of the employee. The supervisor will provide respirators which are applicable and suitable for the purpose intended. The supervisor will be responsible for enforcing and maintaining a respiratory protection program which will include the requirements outlined in 29 CFR 1910.134(c), Respiratory Protection Program.

Respiratory protection requires constant vigilance to protect workers. Employee participation in the Respiratory Protection Program is required for both cartridge masks and dust masks. Program requirements include but are not limited to:

- Performance of hazard assessments
- Determination of airborne contaminant levels. Employee exposures to contaminates may not exceed the OSHA Permissible Exposure Levels (PEL) nor the Threshold Limit Values (TLVs) of the American Conference of Governmental Industrial Hygienists (ACGIH) [whichever limit is more stringent].
- Implementation of a written Respiratory Protection Program including training on the selection, fitting, use, maintenance, cleaning, disposal, recordkeeping, and supervision.
- Whenever respirators are used in areas with atmospheres immediately harmful to life, at least one other person with backup equipment and rescue capability must be provided.
- Performance of a physical examination to ensure employee is fit to wear respiratory protection.

Selection and use criteria for respirators, cartridges, and dust masks must meet the standards in 42 CFR 84, Respiratory Protection, published by the Public Health under National Institute for Occupational Safety & Health (NIOSH). Selection of respiratory PPE will be based upon hazard assessments and manufacturers' performance recommendations.

HEAD PROTECTION – 29 CFR 1910.135

The supervisor will ensure that each employee wears a protective helmet or hard hat when working in any area where falling debris, low objects, or electrical conductors may create a hazard. Selection and use criteria for suitable helmets and hard hats must comply with ANSI Z89.1-1986 headwear standards.

FOOT PROTECTION – 29 CFR 1910.136

The supervisor will ensure that each employee wears foot protection when working in areas where a hazard exists that could cause injury to feet or toes due to falling or rolling objects, objects piercing the sole, and exposure to electricity. Selection and use criteria for suitable foot PPE must be based upon a hazard assessment and must comply with ANSI Z41.1-1991 foot and toe protection standards.

ELECTRICAL PROTECTION – 29 CFR 1910.137 AND SUBPART S

The supervisor will ensure that each employee working in areas where an electrical hazard exists are provided and use PPE such as insulating blankets, matting, covers, line hose, gloves and sleeves made of rubber, and insulated tools. Selection and use criteria for electrical PPE must be based upon a hazard assessment and must comply with the guidelines found in OSHA 29 CFR 1910.137(a) (1).

HAND PROTECTION – 29 CFR 1910.138

The supervisor will ensure that each employee wears hand protection when working in areas where a hazard exists that could cause injury to hands and fingers due to skin absorption of hazardous substances, severe cuts, lacerations, abrasions, punctures or burns, and temperature extremes.

Hand protection must meet the following minimum requirements:

- Adequately protect against the particular hazards for which they were designed
- Be reasonably comfortable when worn under designed conditions
- Fit properly without interfering with the movements of the wearer
- Be durable
- Be capable of being cleaned and/or disinfected and/or disposed of upon completion of intended use
- Be kept clean and in good repair

Selection and use criteria for suitable hand protection will be based upon a hazard assessment and must comply with the PPE manufacturers' performance recommendations.

NOISE (HEARING CONSERVATION PROGRAM) – 29 CFR 1910.95

The supervisor will ensure that each employee working in areas where the sound level is at, or exceeds 85 dBA, measured on the A scale of a standard sound level meter at the slow response. When employees are subjected to sound at or exceeding 85 dBA, feasible administrative or engineering controls will be utilized. If such controls fail to reduce sound level below 85 dBA, personal protective equipment will be provided and used to reduce sound levels. The supervisor will be responsible for enforcing and maintaining a hearing conservation program which will include the requirements outlined in 29 CFR 1910.95(c), Hearing Conservation Program.

Noise is a constant hazard in many daily working environments and operations. In responding to the need to protect workers, supervisors will protect their employees by:

Implementing a written Hearing Conservation Program including training for:

- Monitoring of work environments
- Notification of employee exposure levels
- Establishing the need for hearing protection
- Providing workers with baseline and subsequent annual audiograms

- Training of employees in hearing conservation and PPE selection, fitting, use, maintenance, cleaning, disposal, recordkeeping and supervision
- Record keeping of employee exposures
- Monitoring noise levels using approved meters
- Hearing protection based upon dBA

Selection and use criteria for suitable hearing protection will be based upon a hazard assessment and must comply with the PPE manufacturers' performance recommendations.

FALL PROTECTION – 29 CFR 1926.501 - 503

The supervisor will ensure personal fall protection is provided for employees working on roofs, in trees, on ladders, man lifts, powered working platforms, cages, and other lifting devices where personnel are elevated 6 feet or more above ground level surfaces. Safety belts*, harnesses, and lines are required when there is a danger of falling. A second person to tend the lifeline is required whenever entry into a bin, tank, or other potentially dangerous area is made.

Selection and use criteria for suitable personal fall arrest systems must meet the requirements of 29 CFR 1910.28, Appendix C.

*Note: MIEDI does not allow the use of safety belts on any sites by MIEDI employees or contractors.

FIRE PREVENTION AND RESPONSE

The MIEDI Facility Manager is responsible for implementation and enforcement of the fire response program. This program is aimed at protecting life and property while minimizing losses. Fire protection activities are emphasized at all times. Procedures have been created for response should a fire occur in the facility.

Employees are not allowed to attempt to put out a fire unless they have had proper training that includes the use of fire extinguishers. Always evacuate when instructed. Do not attempt to re-enter the building until the "All Clear" is given.

HOUSEKEEPING

- Avoid accumulation of flammable rubbish and waste materials.
- Remove trash from inside buildings and away from buildings daily or whenever an accumulation of material may constitute a fire hazard. Do not, under any circumstances, use wood sawdust or shavings as an absorbent for spilled flammable liquids or petroleum lubricants.
- Burning of rubbish is prohibited.

REFUELING OF EQUIPMENT

- Refuel all gasoline powered equipment outside and clear of structures, with engines shut off.
- Locate gasoline equipment, such as pressure washers, so exhausts are well away from combustible material.

HEATING DEVICES

Use of open flame devices, sources of heat, and spark producing equipment is prohibited in areas containing flammable materials.

Remove all empty propane, acetylene, oxygen, and butane gas cylinders from buildings, marked as empty (MT), and store and secure in an upright position in an approved area.

WELDING

- The Facility Manager, AFM, LFE, or Program Manager coordinates and approves all welding operations through use of a Hot Work Permit.
- No welding or open flame devices may operate within 50 feet of any spray painting or any substance that produces flammable vapors.
- Cover all combustible materials that cannot be moved a safe distance from welding operations with approved non-combustible blankets or non-combustible rigid barriers for protection from sparks.
- Minimum of a 20 pound, B or C rated fire extinguisher must be present within 10 feet from the source being welded.
- Follow MIEDI's Hot Work Permit system requirements as outlined in the MIEDI Safety Policies.

FLAMMABLE LIQUIDS

- Segregate all flammable liquids, chemical fuels, resins, lubricants, and solvents by labels and store in an approved location. DO NOT store non compatible materials in the same storage area.
- Keep flammable liquid containers covered at all times when not in use.
- Do not store flammable liquids in the work area, except in a quantity needed to accomplish the job.
- Dispose of flammable paint or solvent rags and any materials subject to spontaneous combustion in covered metal containers. Containers are to be emptied at the end of each day.
- Store all flammable liquids in safety cans or approved containers.

ELECTRICAL EQUIPMENT

- The use of frayed and worn extension cords is not permitted.

- The overloading of extension cords and electrical receptacles is not permitted.
- Protect temporary wiring from damage and creating a trip hazard.

SPRAY PAINTING, FLAMMABLE RESINS, AND CHEMICALS

- No spray painting or application of chemicals that give off flammable vapors is permitted within 50 feet of a possible ignition source.
- Use approved exhaust fans and blowers in areas where conditions hinder the dissipation of hazardous vapors.

ACCESS AND EGRESS

- Maintain access to the site at all times, day or night for fire apparatus or ambulance. Keep all storage areas clean and organized.
- Maintain exit routes for personnel at all times.

COMBUSTIBLE BUILDING MATERIALS

- Store combustible materials separate from buildings.
- Segregate storage of various materials by type with approved separation provided for non-compatible materials.

SMOKING

- Smoking is not permitted inside buildings.
- The University of Idaho has a tobacco-free campus policy. Smoking is not permitted on campus grounds and use of the following products is prohibited:
    - Cigarettes
    - E-cigarettes
    - Cigars
    - Snuff
    - Snus
    - Water pipes
    - Pipes
    - Hookahs
    - Chew
    - Any other non-combustible tobacco products

FIRST AID & INJURY MANAGEMENT

MIEDI and facility Security provides basic first aid and arranges for emergency transportation for employees with on-the-job injuries or illnesses.

FIRST AID TRAINING, KITS AND SIGNS

- All MIEDI employees on site must be trained in first aid/CPR/AED.
- First Aid/CPR/AED certification is good for 2 years.
- First aid kits will be kept in accordance with the requirements of the General Safety and Health Standards and located in all departments. These units will be properly maintained and stocked.
- Signs listing emergency numbers, procedures, etc., will be strategically located, such as near the first aid kit, beside the telephone, etc.

TRANSPORTATION OF INJURED OR ILL EMPLOYEES

NON-EMERGENCY

MIEDI will transport employees with non-emergency injuries to and from the medical facility.

EMERGENCY

Call 911 and they will arrange for transportation to a medical facility as appropriate.

INJURY MANAGEMENT

An employee who has sustained an on-the-job injury or illness may return to work if a release from the attending physician has been obtained (use “Release for Work Authorization” Form). An employee who is restricted to specific tasks due to casts, braces, or other medical devices, such as crutches, may return to work following the case being reviewed by:

- The MIEDI Safety Manager
- The MIEDI Facility Manager
- The employee's physician

Workers’ compensation cases will be reviewed by the McKinstry workers compensation claims counsel.

Note: Employees will be returned to work as soon as is medically possible.

TREATMENT AT A NON-REFERRED MEDICAL FACILITY

Any employee who obtains outside medical treatment for an alleged on the job injury or illness must report to the MIEDI FM or AFM the injury or illness and the name of the attending physician no later than the first weekday following treatment. Failure to report this information may result in the denial of workers compensation benefits.

MEDICAL RECORDS KEEPING

The MIEDI Facility Manger and/or Safety Manager is responsible for ensuring that the appropriate safety related reports concerning occupational injuries and illnesses are filled out, filed, and maintained.

REPORTS AND OSHA

- The following reports and records must be filled out, filed, and maintained:
- Supervisor's Incident Report (SIR) is to be completed for all injuries sustained by facility personnel requiring a physician's attention. A copy of the completed report is sent to the MIEDI Safety Manager.
- OSHA 300 Log will be maintained by the Safety Manager and not by site management.
- MIEDI Safety Manager must report to OSHA
    - Within 8 hours all work-related fatalities
    - Within 24 Hours
        - Inpatient hospitalization
        - Amputations
        - Losses of an eye
- How to report an incident

Refer to the **Error! Reference source not found.** Response section in this Plan.

ACCIDENT REPORTING AND INVESTIGATION

Each occupational injury or illness that results in treatment by a physician must be thoroughly investigated and monitored. In addition, certain first aid cases as well as non-injury and near miss incidents with a potential for serious injury must also be investigated.

The purpose of accident investigation is to identify contributing causes so future incidents of a similar nature can be prevented. These contributing factors also have a bearing on legal liability issues. Investigations should be directed toward fact finding, not fault finding.

The investigation should begin as soon as possible after the necessary notifications (i.e. OSHA, MIEDI Safety Manager) have been accomplished. All accident investigation reports are submitted to the Facility Manager or site management and forwarded to the MIEDI Safety Manager.

CONCLUDING THE INVESTIGATION

At the conclusion of a major accident investigation, a meeting is held to assure that the causes of the accident have been determined and that proper corrective actions have been initiated. Personnel who must attend this meeting include:

- The MIEDI Facility Manager
- The vendor-partner’s Safety Representative (as required for any incidents involving vendor-partner’s)

- The MIEDI Safety Manager

If all the facts involved in an accident are known, it should not be difficult to determine what actions are necessary to prevent injury to other employees with similar duties or exposure to similar conditions.

CHEMICAL HAZARD COMMUNICATION PROGRAM

State and Federal chemical hazard communication (HAZCOM) standards require that we provide information to our employees concerning hazardous chemicals used in the workplace to which employees may be exposed. This program addresses container labeling, Safety Data Sheets (SDS) employee training, and other information on chemicals found in this workplace. The goal of our program is to reduce the possibility of illnesses and injuries caused by exposure to chemicals. We intend to do that by providing employees with as much information as needed concerning the hazards of chemicals they come into contact with, and to present that information in a usable, readily accessible form.

All chemicals, this includes any samples, must be approved by McKinstry facility management prior to being brought on site. Approval forms may be found on the facilities SharePoint website. You can contact the Safety Manager for assistance in locating and filling out the request.

Each facility has its own HAZCOM program because of the different activities and chemicals used. For some facilities, special HAZCOM training is required before an employee may enter the facility.

The Safety Manager is responsible for reviewing the Hazard Communication Program, including the chemical inventory, at least annually, to ensure that it is up to date.



HAZARD
COMMUNICATIONS

CONTAINER LABELING

Chemical manufacturers, importers, and distributors must properly label shipments of hazardous chemicals with the identity of the chemical, clearly noted hazard warnings, and the name and address of the manufacturer or other responsible party.

Facility personnel will verify that chemical containers are properly labeled at the time they are received from the manufacturer or distributor. All containers will be labeled, tagged or marked with the identity of the chemical contained therein, and will show hazard warnings appropriate for employee protection. The hazard warning must be legible, and prominently displayed. Should employees discover any unlabeled containers at the facility, they shall immediately notify their supervisor or a MIEDI Safety Manager.

Containers into which chemicals will be transferred, and which can be expected to be used by several employees or over a period longer than one shift, will be labeled to show contents and an appropriate hazard warning using the HMIS (Hazardous Material Identification System) labels. Labels that become torn, corroded, or defaced such that content and hazard information cannot be determined will be replaced. For replacement purposes, we will use pre-printed HMIS labels that provide all required information.

The higher the number for hazard rating on the HMIS label, the greater the hazard.

If and when the chemical supplier informs us of new or significant hazards, labels for these portable containers will be changed accordingly.

SDS

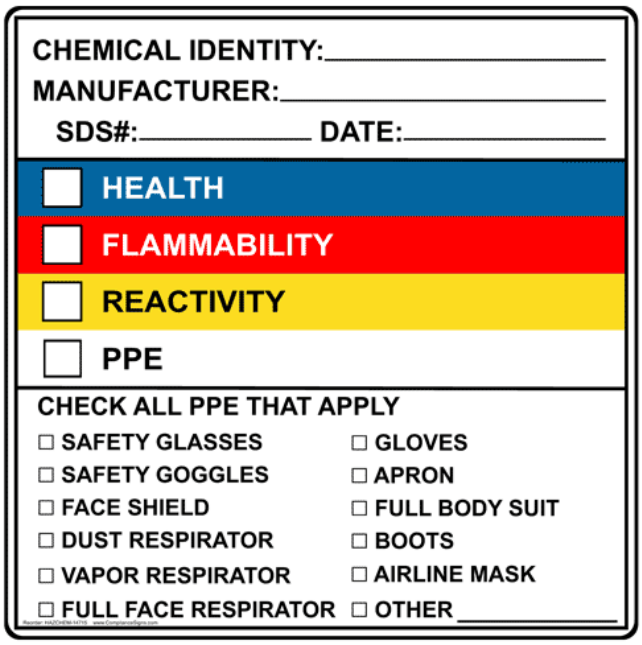
Chemical manufacturers and importers are required to develop a Safety Data Sheet (SDS) for each hazardous chemical they produce or import. The SDS contains information on the chemicals, such as physical properties, health and safety data, and first aid information.

SDS's for each chemical in use at the facility will be kept on a current basis at the location of use, the facilities office, and on the facility SharePoint site.

Employees have the right to review all SDS's on file for hazardous chemicals used at the facility.

It is our policy not to accept any chemicals, even on a trial basis, without an accompanying SDS. SDS's will be expected to either accompany the actual shipment of the chemical or be emailed in a timely fashion to the individual responsible for ensuring that SDS's are obtained for all potentially hazardous chemicals used at the facility. In the event an SDS is not received with the first shipment of a chemical, the responsible person at the facility will contact that supplier, in writing, via email to request the appropriate SDS.

Revised or updated SDS's received from our suppliers will replace the existing SDS covering that chemical and the revised SDS will be brought to the attention of our facility employees.



SAFETY TRAINING

All employees will be trained in this safety program including requirements of the HAZCOM standard, the location of the hazardous chemical inventory, where to find and how to read SDS, the HMIS labeling system, and the hazards of chemicals they are likely to be exposed to. This will include how they can protect themselves.

Employees will receive training on this program at new employee orientation, upon assignment from their supervisor about specific hazards in their work area, and whenever there is a new chemical or use of a chemical.

All employees will be trained how to access the on-line MIEDI SDS program in case they should need information about a chemical being used on site.

Training and information will be provided for all employees prior to exposure to hazardous chemicals and when new chemicals are introduced to the work area. This will cover:

- The existence and requirements of the OSHA Standard Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.)

- The physical and health hazards of the chemicals in the work area (this may discuss classes of chemicals, not necessarily each and every individual chemical)

Training documentation will be maintained by the Facility Manager or facility designee.

SUBCONTRACTORS (VENDOR-PARTNERS)

Vendor-partners, who will include temporary employment service employees performing work at the facility, will have access to our Chemical Hazard Communication Program, and will be advised of the presence of hazardous chemicals to which their employees may be exposed.

All outside vendor-partners are required to follow the Chemical Hazard Communication Program for all work at the facility without exception.

ASBESTOS AND LEAD MANAGEMENT

All MIEDI employees and vendor-partners will participate in, and enforce the facility safety program, which will include employee training and special task controls. All potentially exposed personnel will be trained in this program and all such training will be documented.

ASBESTOS

- Intact and undisturbed asbestos materials do not pose a health risk. When asbestos containing material is properly managed, release of asbestos fibers into the air is prevented or minimized. Do not disturb any material that could possibly contain asbestos (insulation, floor coverings, ceiling tile, etc.) unless you are properly trained and qualified.
- If the insulation or other material is not marked or identified, you must treat it as if it contains asbestos until it is determined by a qualified person that it is asbestos free.
- Once a material has been identified as containing asbestos, it should be labeled immediately.
- Positive identification of asbestos requires laboratory analysis.
- If you suspect that a material could possibly contain asbestos, stay away until it has been properly tested by qualified personnel.

LEAD PAINT

- Never grind, cut, or weld on any structure that could possibly contain lead paint.
- Paint must be tested by a qualified person, prior to beginning work, to determine the existence of lead. If it is shown to contain lead, it must be properly abated by trained and qualified personnel.

INDOOR AIR QUALITY

Indoor Air Quality (IAQ) refers to the air quality within and around buildings and structures, especially as it relates to the health and comfort of building occupants.

Managing indoor air quality problems, particularly transient odors, can be a significant challenge. Experience has shown that effective response to these concerns is based on a working partnership between the building occupants, who best understand the problem, and on-site staff with knowledge of mechanical systems specific to the facility. Information from all of these groups is necessary to identify and prioritize potential solutions.

RESPONSE ROLES

PRIMARY RESPONDERS

- Facilities technicians from the facility operations group who respond to building service calls
- A Certified Industrial Hygienist for health and safety evaluation of IAQ situations and to arrange for cleanup of hazardous materials spills.

The role of primary responders is to:

- Evaluate whether there is an emergency situation at the facility using an appropriate meter or tools. This testing equipment, combined with the facility engineer's knowledge and awareness of the setting and any symptoms they notice in the setting, will provide the best evaluation. An "emergency" is a situation in which there is an imminent threat to human health or property. Such a situation is managed, as described above, by calling for an emergency response.
- If the situation is not an emergency, the responder's role is to determine if any quick fixes are available to resolve the issue.
- "Quick fixes" are situations in which there is a clear source of an odor which can be quickly resolved. This resolution involves either stopping the source that is creating the odor, or contacting the person managing the source of the odor to determine how long the odor is likely to continue.
- In either case, the primary responder's responsibility is to explain what they know of the situation to the occupants so the occupants can make an informed decision as to whether to continue occupancy. If a "quick fix" is not available, and the situation is not an emergency, it will be referred to a secondary responder for follow-up within 48 hours.
- Written documentation is required for all complaints and investigations. Document the incident and follow-up with the Safety Manager and/or the Facility Manager.

SECONDARY RESPONDERS

Secondary Responders provide longer term investigation of IAQ concerns. Secondary responders include:

- MIEDI site operations staff with building resources and expertise
- Safety Manager or Facility Manager to manage the investigation

AIR SAMPLING

When the source of the odor is clear, direct reading equipment may be available at the facility that can be used to determine the airborne concentrations of certain specific chemicals. Otherwise, air sampling to determine the source of the odor or the concentration of the chemicals involved is limited in usefulness and is likely to take a week or more to produce results. On-site review of such situations by a qualified industrial hygienist is necessary to make the most effective use of any sampling done.

AIR QUALITY STANDARDS

MIEDI is committed to keeping chemical exposures as low as reasonably achievable. Keeping specific exposures within OSHA/State Permitted Exposure Limits (PEL) will be considered the minimum requirement for building performance. Supervisors of workers with concerns about exposures below OSHA PELs will decide how to accommodate these individuals in consultation with Risk Management staff.

LADDER SAFETY

Guidelines are as follows:

- No aluminum ladders are allowed at the facility.
- Inspect ladders prior to use. All defective ladders must be tagged and removed from service immediately. All ladders must be inspected by a competent person monthly and tagged with the appropriate monthly inspection tag.
- Extension ladders must have nonskid feet and be set on a solid, level surface.
- Extension ladders must be set at a proper angle of 4:1.
- Step ladders must be set on a solid, level surface, fully opened with spreaders locked in place. Do not use step ladders in a folded position.
- Secure ladders as needed to prevent the ladder from shifting. This applies to A-frame and extension ladders.
- Do not use the top two steps or rungs of a step ladder.
- All ladders must be secured by tying off or other acceptable means.
- Ladders shall be extended 36 inches above a landing.
- Do not carry tools, materials, etc., while climbing ladders. Both hands must remain free to assist in climbing.
- Always face ladder while climbing ladder and/or working from ladder.
- Job-built ladders shall not be allowed on site.

ELECTRICAL SAFETY PROGRAM

Electrical work shall be conducted, and electrical circuits, equipment, and components shall be installed and maintained, in accordance with the following requirements:

- 29 CFR 1910, subpart S (OSHA electrical standards for general industry).
- State electrical standards for construction.
- State Electrical Construction Code.
- State Electrical Work Safety Rules.
- National Fire Protection Association, current National Electrical Code (NEC)
- Current NFPA-70E codes and standards.

When deemed appropriate, MIEDI Safety Manager, after careful evaluation, may grant exemption in writing from special requirements or this procedure for specific electrical work on an individual basis. Justification for granting such exemptions shall be documented on the Energized Electrical Work Permit or on an attachment thereto.

Each employee shall receive electrical safety training based on his or her exposure. Only qualified persons are allowed to work on or near exposed electrical parts.

Live parts to which an employee may be exposed shall be de-energized and locked and/or tagged before work is performed on or near them. However, in certain situations, de-energizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations. In these situations, written justification for conducting work on energized electrical parts and a detailed description of the safety-related work practices to be used to protect employees shall be completed.

Live parts that operate at less than 50 volts to ground need not be de-energized if there will be no increased exposure to electrical burns or to explosion due to electric arcs.

Examples of increased or additional hazards include the following:

- Interruption of life support equipment.
- Deactivation of emergency alarm systems.
- Shutdown of hazardous location ventilation equipment.
- Removal of illumination for an area.
- Shut down of critical communication devices.

Examples of work that may be performed on or near energized circuit parts due to equipment design or operational limitations include the following:

- Testing/troubleshooting of electric circuits that can only be performed with the circuit energized.
- Work on circuits that form an integral part of a critical continuous process that would otherwise need to be completely shut down in order to permit work on one circuit or piece of equipment.

When exposed live parts are not de-energized (for reasons of increased hazards or infeasibility), appropriate safety measures shall be documented on the “Energized Electrical Work Permit” and fully implemented to protect employees who may be exposed to the electrical hazards involved.

- Safety-related work practices shall be designed to protect employees against direct contact of energized circuit parts with any part of the body or indirect contact through some other conductive object.
- Work practices used shall be suitable for the conditions under which the work is to be performed, and for the voltage level of the exposed electric conductors or circuit parts.
- Employees working in areas where there are potential electrical hazards shall be provided with, and shall use, the appropriate electrical protective equipment for the work to be performed.

If work will be performed within 20 ft. of overhead utility or electric lines, local electrical utilities should be notified.

Workers shall take special care when handling material in the vicinity of exposed electrical circuits to prevent contact with electrical parts.

Signs, barricades and/or attendants shall be used to isolate the work area and warn others of the exposed energized electrical circuits.

Exposed non-current-carrying metal parts of fixed equipment shall be grounded except when specifically excluded by 29 CFR 1910, Subpart S.

Exposed non-current-carrying metal parts of cord-and-plug connected equipment shall be grounded.

Portable power tools shall be either grounded or of a double insulated type. Double insulated tools must bear a permanent label identifying them as such.

Extension cords shall be grounded, designed for hard or extra-hard usage, and maintained in good repair. Damaged electrical cords will be cut up and disposed of.

Ground Fault Circuit Interrupter (GFCI) devices are required on all 15 and 20 amperes 120 volt temporary wiring. Extension cords are considered temporary wiring.

Cords shall be protected against damage from traffic, pinch points, and sharp corners. Examples include doorways, roadways, roof edges, etc.

ASSURED GROUNDING PROGRAM

- Employees shall be instructed that each cord set and any equipment connected by cord and plug, except cord sets and receptacles that are fixed and not exposed to damage, shall be visually inspected by the user before each use for damage and defects, such as deformed or missing pins, insulation damage and indication of possible internal damage. Equipment found to be damaged or defective may not be used until repaired.
- All 120-volt, single phase, 15- and 20-ampere receptacles, 120-volt flexible cord sets, and 120-volt equipment connected by cord and plug that are not a part of the permanent wiring of the building or structures shall be tested to assure that electrical continuity is maintained through all required equipment grounding conductors and their connectors. These tests shall be conducted as follows:

- All equipment grounding conductors shall be tested for continuity.
- Receptacles of cord sets shall be tested for correct attachment of the equipment grounding conductor. The equipment grounding conductor shall be connected to its proper terminal.
- A test log will be maintained on all equipment tested.
- All required tests shall be performed:
- Before the first use
- Before equipment is returned to service following any repairs
- Before equipment is used after any incident that can be reasonably suspected to have caused damage (e.g., when a cord set is run over)
- At intervals not to exceed once per month, except cord sets and receptacles that are fixed and not exposed to damage, which shall be tested at intervals not exceeding three months
- All receptacles, attachment caps and plugs, and receptacle of cord sets shall be tested in the following manner:
- While in service with receptacle circuit tester
- When not in service with a continuity tester
- **NOTE: All equipment connected by cord and plug shall be tested for ground wire continuity with a volt-ohm meter or a continuity tester.**
- Tests shall be documented by means of color coding. The following color coding system is suggested to verify that testing is current and that all receptacles, portable cords, and tools have been inspected and tested as required:

Color Code System	
Jan/Jun	Green
Feb/Aug	Brown
Mar/Sep	Gray
Apr/Oct	Yellow
May/Nov	Blue
Jul/Dec	Red

- All receptacles, cords, and tools shall be marked with the tape used to designate the period for which the inspections and tests were conducted. The tape will be placed on the receptacle cover of any electrical equipment installed as a permanent fixture in a temporary electrical system. The tape will be placed within 4 inches of the male end of any electrical cord.

ENERGIZED ELECTRICAL WORK (250 VOLTS OR MORE)

- Prior to work commencing on or near energized electrical parts of 50 volts or more (nominal voltage between any two conductors), the following activities shall be completed:
- All measures are taken to de-energize all electrical sources(s) and ensure that there is no feasible alternative of completing the work in the vicinity of energized parts.

- An Energized Electrical Work Permit is completed and approved by facility manager. Standardized permits which are developed and implemented for routine tasks are reviewed periodically and are kept on file in the respective departments.
- Employee representatives actively participate in establishing protective measures and completing the permit.
- On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more electrical trained competent persons must work together, one (1) standing by wearing rubber protective gloves (does not apply to testing and troubleshooting).
- The permit is reviewed with the worker(s) involved in the work activities.
- The completed permit is available with other pre-job safety planning documents.

PPE

Workers who perform work on or near energized parts must use appropriate Personal Protective Equipment. The use of this equipment is evaluated during pre-job safety planning phases of each job and identified on the energized electrical work permit.

- Rubber protective equipment (gloves, sleeves, blankets and mats) is to be used. If an operation on a piece of equipment will be so intricate that it is more hazardous to wear gloves, then this work may be done without gloves.
- Rubber protective equipment (gloves, mats, etc.) is maintained in a safe, reliable condition, stored and used according to the manufacturers recommendation and is not used for other than its intended purpose.
- Equipment to be used is inspected before each use to verify the item is in satisfactory condition and has been tested as required.
- Rubber gloves are inspected for holes and air tested before use.
- Workers performing work on any energized electrical equipment shall wear the appropriate arc-rated clothing based on the calculated incident energy for that equipment.
- Shock protection (rubber insulating gloves with leather protectors) shall also be required based on the Shock Hazard Analysis conducted for the voltage that is being worked on.
- Only voltage rated insulated tools or insulating protective barriers that are approved by a nationally recognized testing organization shall be used.

ELECTRICAL TEST EQUIPMENT

- Only qualified personnel may use electrical test equipment.
- Electrical test equipment must be visually inspected immediately before use and is not to be used if defective. Defective test equipment is identified by tagging it out of service.
- Electrical test equipment is used only for intended applications.
- When verifying that circuits are de-energized, electrical test equipment is checked on a known energized source for proper operation immediately before and after use.

- When performing zero energy checks, assure that stored electrical or mechanical energy cannot re-energize the circuit.

LOCKOUT/TAGOUT (LOTO)

All energy sources shall be isolated before employees place themselves in a position to be exposed to hazardous movement of machinery, the hazardous release of a material, or the release of energy.

All employees shall be instructed in the safety significance of the lockout and tagout procedures on each project. MIEDI/client procedures need to be reviewed prior to commencing work. MIEDI employees will be trained to follow these procedures. MIEDI Facility Manager and/or the Safety Manager are responsible for this review and determination.

All equipment shall be locked and tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy-isolating device bearing a lock and or tag. To do so shall result in severe disciplinary action up to and including immediate termination.

MIEDI facility supervision shall survey the specific work site to locate and identify all energy sources to be certain which switch, valve or other energy isolating devices apply to the equipment to be locked and tagged out. More than one energy source (electrical, mechanical and/or others) may be involved. Questionable energy source problems must be resolved before job authorization is obtained and lockout/tagout commences.

Locks

Each facility will have lock and tag cabinets/boxes at locations in proximity to the lock and tag operations. Each control lock cabinet/box contains numbered locks and tags. Control locks are individually keyed so that the key of one lock does not open any other lock. Control locks are to be used for control of McKinstry work areas. Control lock cabinets/boxes are always to be locked. The lock and tag administrator will control the access to control lock cabinets/boxes.

MIEDI will furnish each employee with necessary lockout locks and tags unless specified differently by owner/client. Each individual's personal lockset will be keyed differently. All locks are to have only one key, and will be issued to the employee with the lock set.

Logbook

A master log of all locks issued to employees will be kept by facility supervision. The log will show which locks (by number) are issued to which employee (by name and lead).

MIEDI supervision will use a Lock and Tag Logbook to provide a summary of information about lockouts and tagouts. Logbooks shall contain the following information as a minimum: Unique sequential number, equipment of component affected, date installed, reason for installation, person authorizing

installation, date removed, person authorizing removal. Logs can be found at LOTO stations in every facility.

Lock Out Procedure

- Notify all affected or potentially affected employees that a lockout / tagout is required to perform work and the reason, therefore.
- Notify the Facility Control/Operations Center before disconnecting power to any equipment on site. Any disconnecting of power on equipment (air handlers, pumps, chillers, cooling towers, fume hoods, supply fans, Data Center cooling and power equipment, fire panels) may send an alarm to the Control/Operations Center. Provide the Control/Operations Center with the name of the equipment, where it is located, and how long you expect the equipment to be locked out.
- If the equipment is operating, shut it down using an approved procedure.
- Operate the switch, valve, or other energy-isolating device so that each energy source (electrical, mechanical, hydraulic, etc.), is isolated from the equipment. Stored energy (such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas steam or water pressure, etc.) shall be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
- Lockout or tagout devices shall be affixed to each energy isolating device by authorized employees.
- Lockout devices, where used, shall be affixed in a manner so they will hold the energy isolating devices in a “safe” or “off” position.
- Tagout devices, where used, shall be affixed in such a manner, as they will clearly indicate that the operation or movement of energy isolating devices from the “safe” or “off” position is prohibited.
- Where tagout devices are used with energy isolating devices designed with the capability of being locked, the tag attachment shall be fastened at the same point at which the lock would have been attached.
- Where a tag cannot be affixed directly to the energy isolating device, the tag shall be located as close as safely possible to the device, in a position that will be immediately obvious to anyone attempting to operate the device.
- After ensuring that no personnel are exposed, and as a check verifying isolation of the energy sources, operate the hand switch or other normal operating controls to make certain the equipment will not operate. CAUTION: Return operating controls to neutral or “Off” position after the test.
- In the event equipment needs to be secured from being energized “protect equipment only”, use equipment control locks. The lock and tag administrator will be responsible to place the control lock and multiple lockout device on the system. Each project will have one designated staff person responsible for placement and removal of control locks. A tag must be placed with the control lock identifying the problem, and the contact person. Control locks will be provided by MIEDI and marked designating MIEDI as owner of the lock.

- On completion of work, or shift, ensure all tools and equipment are clear. Remove all personal locks and tags and have the next shift install their lock. The control lock and lockout device is to remain on the system until such time as no more work is to be performed on the system.
- When the equipment is ready to be re-energized, notify the Control/Operations Center that work is complete on the equipment. This lets the Control/Operations Center know that any alarms or troubles that come into the system are now real and not maintenance or repair work related.
- In the preceding steps, if more than one individual is required to lockout/tagout equipment, each shall place his/her own personal lock and tag on the energy isolating device(s). In complicated lockout/tagout situations where multiple energy sources need to be locked out by multiple employees, an approved lock box may be used.

Removing an Abandoned Lock

- Before an employee's lock is removed, MIEDI's lock removal procedure will be implemented. This procedure should follow these guidelines:
- Identify the owner of the lock by checking the master list.
- Contact the employee assigned to the lock regardless of whether the employee is at work or at home. The employee is to remove the lock.
- If the employee cannot be located:
- MIEDI Facility Manager and employee's supervisor must be present. If a dedicated Safety Manager is on site, he/she must also be present.
- All three supervisors will walk the entire system to ensure that all work is complete, all clean-up is performed and that the system is safe to remove the lock. Only the employee's supervisor has the authority to remove the lock.
- The employee's supervisor is responsible to ensure that the employee whose lock was removed is notified before returning to work that their lock was removed.

Lock Box Procedures

If multiple sources of energy are involved, or if more than one individual or department is working under the protection of a group lockout, a lock box will be used. The supervisor initiating the lockout will complete the requirements of an approved procedure specific to the piece of equipment locked out, noting the equipment is locked out and any exceptions to lockout points for that system or piece of equipment. The completed approved procedure will be attached to the lock box.

After placing keys for each piece of equipment locked out in the lock box, the supervisor initiating the lockout will place a multiple lockout device on the box and lock it with a MIEDI control lock. Each employee working in the area affected by the lock box shall attach his or her personal lock to the multiple lockout device. Personal locks are to be removed at the end of each shift and replaced with locks from the next shift.

WELDING AND CUTTING

- Only trained, competent employees that are thoroughly knowledgeable in the elimination of hazards will be allowed to perform welding and/or cutting operations.
- Proper PPE must be worn at all times during the performance of welding and/or cutting operations. Soft-cap welding may be allowed in special circumstances only with the approval of the safety manager.
- Long sleeve shirt must be worn.
- Proper eye protection against radiant energy shall be used.
- A hot work permit must be obtained and completed prior to beginning any welding or cutting. Permits are only good for that day. A new permit is required daily for all hot work.
- Inside buildings, cylinders shall be stored in a well-protected, well-ventilated, dry location at least 20 feet from highly combustible materials, such as oil or excelsior. Cylinders should be stored in designated places away from elevators, stairs or gangways. Designated storage places shall be located where cylinders will not be knocked over or damaged by passing or falling objects or subject to tampering.
- The handling, storage, and utilization of all compressed gases in cylinders, portable tanks, rail tank cars, or motor vehicle cargo tanks shall be in accordance with Compressed Gas Association Pamphlet P-1-1965.
- A 10-pound ABC fire extinguisher shall be located within 25 feet of storage and use areas.
- “No smoking” signs must be located in the area.
- Cylinders shall not be stored within 40 feet of an occupied dwelling (e.g., office trailer).
- Proper ventilation shall be utilized.

HOT WORK PERMITS

- MIEDI facility team members and vendor-partner management teams will rigidly enforce this hot work permit rule. All employees will be trained in the program and will be expected to abide by it.
- This rule will be strictly enforced throughout the facility.
- Fire alarm systems will be placed in BYPASS to eliminate any potential of accidental building evacuation during the hot work.
- The Control/Operations Center must be notified before placing any fire alarm system into BYPASS and must be notified when placing the fire system back into NORMAL operation.
- If fire systems (alarm systems, sprinklers, fire pumps, and halon) must be disabled, a Red Tag permit must also be filled out and the Control/Operations Center notified.
- In all areas where hot work is to be carried out, a hot work permit must be completed and signed by the facility LFE, AFM, or FM.
- The permit must identify the type of work to be performed, the location of the work, a list of all hazards, the location of fire suppression equipment, and the date of the work.

- Appropriate fire suppression equipment must be readily available (within 20 feet of hot work).
- Hot work areas will be clear of all flammable and combustible materials. Where materials cannot be removed, they must be protected with fire-resistant material.
- An employee, wearing an orange vest for identification, must be designated to act as fire watch. The fire watch must remain in the work area at all times the hot work is being performed.
- Fire watch shall be present for one hour after completion of the work and 30-minute checks shall be completed for three hours after the initial one hour fire watch is completed.
- Employees involved in hot work and fire watches must be trained in the use of fire protection equipment.
- The Facility Manager or his/her designee must approve hot work inside any confined space. Confined space permit and hot work permit must be completed and signed.

UTILITY VEHICLE/GOLF CART POLICY

MIEDI and its clients provide Vehicles to employees so they may fulfill their job-related duties. Vehicles are used to transport equipment and people, patrol the facility grounds, and for facility maintenance activities. This policy establishes consistent standards regarding:

- Vehicle Operating Standards
- Department & Driver Responsibilities
- Operator Requirements & Standards
- Vehicle Condition and Standard Safety Features
- Accident Reporting Procedures
- Compliance with these standards will ensure the safe operation of these vehicles for the facility including Vehicle drivers, vehicle operators, cyclists, and pedestrians.
- Vehicles owned by MIEDI and its clients may only be used for official business by MIEDI employees who are associated with the facility. Vehicles may not be used for personal business such as unauthorized home-to-office travel, which will be considered vehicle misuse.
- Knowledge of and compliance with applicable state laws, rules, regulations, and policies are the responsibility of the driver and noncompliance may result in suspension of user privileges.
- All accidents involving a Vehicle will be reported immediately to the Facility Manager/Assistant Facility Manager to which the Vehicle is registered and to the applicable State/Municipal Department of Public Safety/Police as required by law.

VEHICLE OPERATING STANDARDS

- Vehicle operation is governed under State Revised Statutes and operators are subject to the rules of the road including stopping, turning, and safe operation. Vehicle operators observed in violation of these rules can be cited by the police.
- Drivers must have a valid State driver's license with a satisfactory driving record.

- Vehicles are to be operated at speeds no greater than 15 MPH or as safety concerns demand. Operators should always consider the terrain, weather conditions, and existing pedestrian and vehicular traffic, which may affect the ability to operate the Vehicle safely.
- Vehicle operators will stop at all "blind intersections" and then proceed with caution.
- Vehicles will be operated only within the confines of the facility.
- Vehicles are not to be driven on any landscaped area unless it is the only available way to gain access to the specific area where work is being performed. If the Vehicle must be on a landscaped area in order to allow a pedestrian(s) the proper right-of-way, it should be brought to a full stop, then immediately returned to the designated driving surface as soon as the area is clear.
- Vehicles will be operated in such a manner that they do not impede or interfere with normal pedestrian or vehicular traffic flow on sidewalks, ramps or roadways. In that respect, Vehicles will be operated on service drives and roadways whenever possible, rather than on sidewalks designed primarily for pedestrian use.
- Vehicles will be operated with the utmost courtesy, care, and consideration for the safety of pedestrians.
- Pedestrians will be given the right-of-way at all times.
- Vehicles will not be parked:
- in fire lanes
- in DMV disabled parking
- in reserved parking
- within 20 feet of the main entrance/exit of any building in any manner that would impede the normal flow of pedestrian traffic

SUPERVISOR RESPONSIBILITIES

- Supervisors will assure that each employee in their department, who operates a Vehicle, is properly advised of this policy.
- Supervisors are responsible for obtaining a signed copy of the Vehicle Safety Guidelines Acknowledgement form from each employee in their facility that operates a Vehicle, attesting to the employee's knowledge and understanding of, and agreement to abide by, the Vehicle policy. This signed Acknowledgement must be completed and placed in the employees personnel file prior to the employee driving a Vehicle.
- Supervisors should provide a minimal amount of hands on training prior to an employee driving a Vehicle.
- Supervisors will implement procedures for the control of Vehicles overseen by them. Such procedures may include the use of a "sign-out log" for keys

EMPLOYEE/OPERATOR REQUIREMENTS & STANDARDS

- No one under the age of eighteen (18) will operate a Vehicle.

- Vehicle operators are responsible for the security of ignition keys during the time that a Vehicle is assigned to them. Any time a Vehicle is unattended, the ignition will be turned off, and the key will be removed from the ignition and kept in the possession of the authorized operator.
- Vehicle operators are not permitted to drive while wearing devices that impede hearing, e.g., stereo headsets, earplugs, etc.
- All passengers must be in seats designed for such use. No passengers are allowed to be transported in the truck beds or on the sides of Vehicles with the exception of the transport of an injured person secured on a backboard.
- Cell phone usage while driving a Vehicle is prohibited.
- MIEDI employees will not operate Vehicles registered to clients unless the supervisor for the client to which the Vehicle is registered has granted prior approval.

VEHICLE CONDITION AND STANDARD SAFETY FEATURES

- Vehicles owned or operated by MIEDI employees will be equipped and maintained with working headlights and taillights (two red lights, one each located on the opposite sides at the rear of the Vehicle that stay on during night operations).
- Vehicle's physical condition should appear to be new condition (no dents, dings, cracked fenders, etc.)
- Vehicles purchased without headlights and/or taillights are to be used only during daytime operations.
- Electric turn signals are required for nighttime operation; hand signals suffice for daytime operation.
- Vehicles will be equipped with a working horn or bell and a "Slow Moving Vehicle" sign, if needed.
- Vehicles will not be modified in any manner that affects the recommended mode of operation, speed, or safety of the Vehicle.

VEHICLE MAINTENANCE RESPONSIBILITY

- Each Vehicle operator is responsible for providing timely notification of safety and maintenance concerns to the MIEDI supervisor of the facility to which the Vehicle is used.
- Supervisors will be responsible for seeing to the timely repair of such concerns and, if the Vehicle cannot be operated safely without said repairs taking place, the Vehicle will be taken "out of service" until the repairs are completed.

GASOLINE/DIESEL POWERED EQUIPMENT

Many facilities have gasoline/diesel powered equipment and thus introduce the hazard of potential fire and dangerous fumes. All generators and equipment that must be used inside the confines of an enclosed building, and are gas or diesel fuel powered, shall have an exhaust system to exhaust fumes to

the outside of the building. All personnel and vendor-partners at the facility shall abide by the following procedures and requirements.

FIRE

OSHA and fire departments have regulations regarding quantity and methods of handling gasoline/diesel. The following rules will minimize the danger from fire:

- Review OSHA and local fire department requirements and comply with these standards.
- Storage of gasoline/diesel containers must comply with OSHA rules.
- Fuel transfer operations must be conducted outside of the facility.
- When drums are used for storage, drum-pumps which are designed specifically for flammable liquids must be used. Use safety bungs for the vent opening. The use of a gravity feed or bottom draw drum-pump is prohibited.
- Use only approved metal safety cans for filling engine tanks. (Automatic safety latch closer, funnel, and flash arrestor). (No plastic cans)
- Shut down engine and allow it to cool before refueling.
- Have a 20-pound ABC dry chemical type extinguisher available wherever flammable liquids are handled.
- No smoking near gasoline or any other flammable liquids.
- All drums shall be properly labeled as per OSHA 1926.59 Hazard Communication.

FUMES

Gas engines exhaust carbon dioxide and carbon monoxide. Dioxide is heavier than air, monoxide slightly lighter. A mixture of the gases usually is heavier than air although heat may cause it to rise. Both are without color, taste, or smell. Light concentrations cause headache and nausea. Death is swift in heavy concentrations. A few minutes may be too long, don't discount this hazard. If anyone exhibits symptoms, do not attempt rescue without proper personal protection equipment.

Do not run gas engines in pits, manholes, or confined spaces without positive ventilation. Always pipe gas engine exhausts to outside air when engine is located in enclosed space. Start blower before engine. If engine stops, be sure space is well ventilated before sending anyone in to restart. If in doubt, check for fumes with CO Tester.

Danger spots are deep excavations, pits, manholes, hoist engineer's shanties, pipe or crawl spaces under basement floors, and where gas heaters are used.

HAND AND POWER TOOLS

GENERAL REQUIREMENTS

- All hand and power tools and similar equipment shall be maintained in a safe condition. All hand and power tools for the facility shall receive a safety inspection prior to each use.
- Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of such equipment shall be guarded if such parts are exposed to contact by employees or otherwise create a hazard.
- Switches:
- All hand-held powered sanders, grinders with wheels 20-inch or less, routers, planers, trimmers, nibblers, shears, scroll saws, and jigsaws with blade shanks one-fourth of an inch wide or less may be equipped with only a positive “on-off” control.
- All hand-held powered drills, tappers, fasteners, drivers, grinders with wheels greater than 2 inches in diameter, disc sanders, belt sanders, reciprocating saws, and other similar operating power tools shall be equipped with a momentary contact “on-off” control and may have a lock-on control if turnoff can be accomplished by a single motion of the same finger or fingers that turn it on.
- All other hand-held powered tools such as circular saws, chain saws, and percussion tools without positive accessory holding means shall be equipped with a constant pressure switch that will shut off the power when the pressure is released.

MACHINE GUARDING

Parts of machines whose operation exposes an employee to injury shall be guarded. Hand tools for placing and removing material shall be such as to preclude the operator from placing a hand in a danger zone.

FAN BLADE GUARDING

A guard with openings no larger than ½ inch shall protect fans with blade periphery less than 7 feet above the floor.

HAND TOOLS

Impact tools, such as drift pins, wedges and chisels, shall be kept free of mushroom heads.

POWER OPERATED HAND TOOLS

- All electric power operated tools shall either be of the approved double-insulated type or properly grounded and have cords free from defects.
- Use of hoses or electric cords to hoist or lower tools is not permitted.

- Pneumatic power tools shall be secured to hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.
- Safety clips shall be securely installed on pneumatic impact tools to prevent attachments from being accidentally expelled.
- Compressed air shall not be used for cleaning purposes except where reduced to less than 30 psi, and then only with effective chip guarding and personal protective equipment.
- All hoses exceeding ½ inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.
- All fuel powered tools shall be stopped while being refueled, serviced or maintained.
- Only employees who have been trained in the operation of a particular power actuated tools shall be allowed to operate the tool.

ABRASIVE WHEELS AND TOOLS

- All abrasive wheels shall be provided with safety guards.
- All abrasive wheels shall be inspected, and ring tested before mounting to ensure they are free from cracks or defects.
- All abrasive wheels shall be matched with RPMs to the motor power source.
- All employees using abrasive wheels shall be protected by appropriate eye protection equipment.

JACK-LEVER AND RATCHET (SCREW AND HYDRAULIC)

- All jacks shall have a positive stop to prevent over travel.
- The manufacturer's rated capacity shall be legibly marked on all jacks and shall not be exceeded.

JACKS

- The base of a jack shall be on a firm foundation or be blocked. After the load is raised, it must be blocked or otherwise secured.
- Jacks must be properly maintained and thoroughly inspected dependent upon service conditions, but once each 6 months as a minimum.

POWDER ACTUATED TOOLS

- Employees must be trained, competent, and certified in each powder-actuated tool that they use.
- Warning signs must be posted while powder actuated tools are in use. Hearing protection is required to be used by the operator.

TOOLS EMITTING LASER LIGHT BEAMS

- Employees must be trained, competent and certified to use tools emitting laser light beams.
- Warning signs must be posted while using tools emitting laser light beams.

Most survey and construction equipment is optical or Class I laser in nature. On occasion, it may be necessary to use laser equipment with higher power such as Class II or Class IIIa lasers. All lasers are required to be marked as to classification. This policy applies to all laser use. Prior to any laser use the supervisor will evaluate the need for personnel protective equipment, and training.

Categories of Lasers

Class I lasers are the most common and are generally exempt from most control measures. Class I laser output may be viewed directly when it is used in accordance with the manufactures guidelines and as the manufacturer intended. No warning signs, personal protective equipment or special precautions are required.

Class II lasers emit visible low powered radiation as a continuous-wave or pulsed. Class II lasers are used in barcode scanners, laser pointers, some survey, leveling and construction equipment, gun sights and others. These lasers have a low potential for harm due to the expected aversion response. There is some risk of harm if stared at or, if for some reason, the aversion response is impaired. Class II lasers potential for harm rises if viewed through magnifying devices such as field glasses, theodolites, and scopes. When using a Class II laser follow the following precautions:

- Read and familiarize yourself with the manufacturer's instructions and safety recommendations
- Position lasers so that the potential for eye exposures is minimized
- When possible, terminate beam at end of its useful path
- Whenever practical, position beam at a height other than eye level
- Block unnecessary beam reflections and remove shiny objects that my cause unexpected reflections
- Never look directly into the beam or direct it at anyone's face
- The laser should be rigidly placed to prevent accidental altering of beam

Class III and Class IIIa lasers are considered moderate hazard devices. They can emit visible or invisible radiation. Their beams are not normally hazardous when viewed momentarily with the naked eye, but when viewed through binoculars, theodolites or other such devices can be harmful to the eye. The following safety precautions should be followed:

- All the recommendations for Class II apply
- When used outdoors or in an open area in a facility, establish a hazard zone with tape and caution signs or ropes to warn of hazard

- Evaluate the need to post warning signs indicating that Class III laser work is being performed.
- Protective eye wear shall be worn by all employees, visitors, and others in the zone where the lasers are being used.

CONFINED SPACE PROGRAM

MIEDI employees and vendor-partners will comply with MIEDI's confined space permitting and entry program. All employees entering confined space must be trained by McKinstry Safety Team prior to entry.

PURPOSE

To comply with State and Federal regulations and to ensure that information is available about the dangers related to working in spaces having limited means of egress which may present problems due to accumulation of toxic or flammable contaminants, oxygen deficient or excess atmospheres, or mechanical, electrical, corrosive or temperature hazards, the following Confined Space Program has been established. All affected employees of MIEDI will participate in the confined space program. This written program will be kept at the facility and will be available to all employees and to other parties in accordance with applicable laws and regulations.

DEFINITION

A confined or enclosed space means any space having a limited means of egress, which is subject to the accumulation of toxic or flammable contaminants or has the potential for an oxygen deficient atmosphere. Confined or enclosed spaces may include, but are not limited to, storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, underground utility vaults, tunnels, and open top spaces more than four feet in depth such as pits, tubs, vaults, caissons and vessels.

Before entering any confined space, the space must be tested for percent of oxygen, percent carbon monoxide, percent hydrogen sulfide, and percent explosive gasses. The measurement will be performed with an instrument capable of checking percent concentrations. Only trained individuals can use these instruments.

EXPLANATION OF INSTRUCTIONS

The atmosphere must contain an oxygen concentration above 19.5% and less than 23.5%, flammable gas concentration below 10% of the lower explosive limits. OSHA permits work at concentrations of 19.5% or greater, but less than 23.5%. The further below the limit, the greater the risk of developing mental impairment, unconsciousness, and death. Generally, a person's senses are not sensitive enough to warn of an oxygen deficiency; therefore, an instrument capable of determining oxygen concentrations is used to ensure that breathable air is present in the confined space.

Normal atmosphere contains zero concentrations of flammable gas. Work is permitted at concentrations of 10% of the lower limit of explosive concentration - known as the lower explosive limit (LEL). Rarely is work performed when there is any concentration of explosive gas. Some explosive gases have an odor added to them. Propane is odorized and at flammable concentrations the odor is highly noxious. An instrument is a better indicator of concentration than a person's nose, so an instrument is required to measure the percent of LEL before entering into a confined space.

The MIEDI Facility Manager, or designee, is to confirm that the proper steps have been taken and that safeguards have been tailored for the unique hazards present in each operation involving the confined space.

The entry supervisor is responsible for the direct work of his or her teammates. This includes working in a safe manner. The entry supervisor must realize the limitations of the instruction to cover all confined space entries and should accordingly review each entry situation, noting peculiarities that are not covered and take whatever steps are necessary to provide a safe work area.

(Staff and contract employees are subject to these instructions)

METHODS OF COMPLIANCE

Evaluation: Conditions within the confined space will be tested to determine if acceptable entry conditions exist before entry is authorized. Pre-entry testing is required. Whenever an employee is within a confined space, continuous monitoring will be required at all times. If there are any questions regarding the confined space, they should be directed to the MIEDI Safety Manager.

- All equipment must be calibrated and operated according to the equipment manufacturer's instructions. The operator of any test equipment will be trained to know the equipment's limitations as well as how to properly calibrate and operate the equipment. The entry supervisor will conduct evaluation of the atmosphere within the confined space. Each authorized entrant shall be provided the opportunity to observe all monitoring and testing.
- The evaluation shall be made immediately prior to entry
- Each entry will include the following testing, which must be conducted in the order listed:
    - Test for % oxygen
    - Test flammable gases and vapors (% LEL)
    - Test for toxic gases and vapors

CONFINED SPACE MANAGEMENT PROCEDURES

Once it has been determined that a confined space exists, the Entry Supervisor shall pre-plan before allowing entry to the confined space. The plan will specify the management procedures to be followed depending upon the site and task conditions. These may include provisions for the following:

- The task to be conducted within the confined space
- Personnel involved and responsibilities
- Possible hazards within the space include information on atmospheric hazards, hazardous energies, and the possibility of engulfment and the risks of falling. Review the Confined Space Assessment form for specific information on the space to be entered.
- Requirements for making the space safe include, isolation, ventilation, atmospheric monitoring, guarding, and fall protection
- Equipment needed to enter may include personal protective equipment (PPE) suited to the hazards (encapsulation suits, respirators, gloves, etc.) personal monitors, ventilation equipment, rescue equipment, radios, spark-proof tools, and lights.
- Communications between the entrant and the observer.
- Emergency Operating Procedure (EOP) to be available at site of confined space to be followed if needed.

WORK PRACTICE CONTROLS FOR CONFINED SPACE ENTRY

Below are the basic steps to be followed in confined space entry. The specific requirements for each confined space entry will depend upon the facility and task conditions. The facility-specific confined space plan will specify the methods for all phases of the project and will specify who is responsible to:

- Train employees
- Initiate the confined space entry permit and ensure that the appropriate items listed below are noted on the permit
- Isolate external hazards associated with the confined space
- Conduct the required atmospheric testing and proceed only if conditions are safe
- Ensure that the initial cleaning and vapor freeing (ventilation) has been done
- Ensure that the proper isolation has been accomplished.
- Ensure that continuous ventilation is in place and the appropriate air monitoring equipment is on hand and working correctly.
- Assemble all required tools and equipment (emergency lighting, fire extinguisher).
- Assure availability of a safety harness, lifeline and retrieval system if the possibility of a highly toxic, flammable or oxygen deficient atmosphere exists or can develop. No employee will enter the space if this possibility is anything other than very rare.
- Place an attendant outside the confined space with the capability of maintaining communication with the entrant.
- Wear all required personal protective equipment
- Grant entry approval
- Contact the facility Control Center and notify them of a confined space entry in progress, the number, and location of the confined space, and who will be entering the space.
- Enter the confined space.

- Oversee that all work within the confined space is conducted in an alert, cautious manner, always looking for signs of danger
- Evacuate the space if there is any indication of ill effects such as dizziness, irritation or excessive odor. If there is anything that does not appear right, the space must be evacuated immediately.
- Contact the facility Control Center when work is complete, and the confined space entry is terminated.

ISOLATION

Conditions or actions outside of the confined space can create hazards with the space, creating a need for isolating the confined space as a way of protecting the entrants from these remotely caused hazards. For example:

- Lockout and tagout of electrical energy
- Lockout and tagout of mechanical energy
- Blocking the source of liquids and gases (fuel, water, chemicals, steam, etc.)
- Barriers to keep people and items from accidentally entering the space



Figure 2. Example of tunnel entrance on campus.

Lockout/Tagout procedures will be strictly followed. Many times, entry into a confined space will require the lockout/tagout of one or more energy sources. If required, lockout/tagout procedures will be

included as part of the facility-specific confined space plan and MOP for the work to be accomplished. A single valve cannot be used to block out liquids and gases. This type of blockage requires a blank flange (blind flange), double block and bleed, parting flanges or some other fail-safe method of blocking the materials. Whenever possible, the isolation methods will be visually observed, tested and noted on the permit and MOP.

VENTILATION

- Prior to entry, mechanical ventilation will be used to purge the confined space of any hazardous atmosphere and testing shall be conducted following the purging.
- The time required to purge the space will depend on the volume of the confined space and the capacity of the blower.
- Continuous ventilation shall be used to maintain safe conditions whenever an employee is in a confined space (e.g., <10% of LEL,>19.5% oxygen and below all PEL's).
- Care must be taken with the placement of ventilation equipment to avoid problems and maximize its effectiveness.
- Equipment should be set up such that it blows air into the space instead of exhausting air from the chamber.
- The number of bends in the ducting needs to be kept to a minimum.
- The air should enter the space in the vicinity of where the workers will be in the space.
- The air discharge must be well into the space (not right at the opening) and not close to the ceiling.
- The source of the ventilation air needs to be evaluated to ensure it does not include contaminants such as engine exhaust.
- Each confined space will be different and the optimum location for the ventilation discharge will be determined in pre-planning and MOP authoring.

Use the following calculation for determining the minimum required CFM:

# of Air Changes per Hour (ACH) required x cubic feet of the space (LxWxH) / 60 minutes = minimum CFM delivery rate

Example:

4 ACH x 512 (8L x 8W x 8H) standard utility vault / 60 minutes = 34.13 CFM (minimum blower delivery requirements)

NOTE: Must take into account the number of bends in the duct as that will result in air flow loss. Most new blowers have the data printed right on the blower. Also need to take into consideration space configuration and air contaminants/hazardous materials.

PERMIT

Prior to entry into the space, a Confined Space Entry Permit will be completed for each confined space entry. The permit must be signed by the entrant(s) and entry supervisor. If the confined space conditions remain the same, the permit may be valid for up to eight hours. No permit will be issued for more than one work shift or eight hours, whichever is shorter. The completed permit must be made available to authorized entrants via posting at the entry portal or other effective means. The MIEDI Confined Space Entry Permit, must be used.

ATTENDANT

A confined space entry attendant (observer) is required for each entry. The attendant must have confined space training and experience and shall:

- Monitor and protect the confined space entrant(s) (this is the primary duty of the attendant).
- Have sufficient knowledge of the hazards of the specific confined space being entered. This includes knowing the potential hazards, the signs and symptoms of hazard exposure, and the appropriate emergency procedures to be followed.
- Communicate with the entrant(s) as necessary to monitor their status and alert the entrant(s) of the need to evacuate the space.
- Summon rescue and other emergency services as soon as the attendant determines that the entrant(s) may need assistance.
- Remain outside the confined space and perform no other duties that might interfere with the attendant's primary duty and focus. The attendant will remain in place until relieved by another qualified person or until the entrant(s) exit the confined space.

RESCUE

Pre-entry planning must include the development and implementation of procedures for summoning rescue and emergency services. This must be addressed in the MOP.

RECORD KEEPING

Upon completion of all work in the confined space, the Facility Manager, Facility Control Center, or other designee must be notified. The space is then sealed and posted with confined space signage. All permits and documentation must be kept on file for a minimum of one year.

BATTERY SAFETY

POLICY

MIEDI has developed this safety program to ensure employees are protected when working in battery rooms, or with batteries.

RESPONSIBILITIES

- Management shall provide the funding necessary to support this policy.
- The Facility Safety Manager, Facility Manager, Lead, or other designee will manage this program.
- Leads shall ensure the safe work practices identified below are implemented by their employees.
- Employees are required to know and use these procedures.

BACKGROUND

Lead-acid batteries are physically large batteries that contain lead plates in a solution of acid to create electricity. They are a common power source for many applications, mostly cars, boats, standby power generators, and UPSs. Nationally, 2300 people are injured each year using lead acid batteries. Acid burns to the face and eyes comprise about 50% of these injuries as these batteries can easily explode. The remaining injuries were mostly due to lifting or dropping batteries as they are quite heavy.

Note: A battery cannot be turned off. There is always potential across the posts of a battery, regardless of any controls.

Note: Batteries can cause thermal burns when current passes through your body and chemical burns if you are exposed to the acid.

DEFINITIONS

Cell – The basic electrochemical unit consisting of an anode and a cathode. The nominal voltage of a lead acid cell is 2.0 volts and a nickel cadmium cell is 1.2-volts. The starting battery in your car or truck is a six-cell battery and your flashlight may require two D cells.

Jar – The container which holds a cell or group of cells. Typical jars will have one, two, three, four or six cells.

Battery – Two or more cells connected together electrically. The cells may be connected in series, parallel or both to provide the required operating voltage and current. A typical UPS system will have one or more 240-cell batteries. The nominal voltage of this battery is 480 VDC.

Flooded Cell – A cell design characterized by an excess of free electrolyte. The products of electrolysis (gasses) and evaporation can freely exit the cell through a vent. Flooded cells typically have clear jars and the electrolyte is a liquid similar in appearance to water.

Valve-regulated, Sealed Lead Acid Cell (VRLA) – A cell that is sealed and fitted with a vent, which opens to release excess pressure as required.

STANDARD PRECAUTIONS

- Always store or recharge batteries in a well-ventilated area away from sparks or open flames
- Damaged lead acid batteries shall be kept in properly labeled acid-resistant secondary containment structures.
- Use only chargers that are designed for the battery being charged.
- Always keep lead acid battery vent caps securely in place.
- Do not store lead acid batteries in hot locations or in direct sunlight.
- Use nonmetallic containers and funnels.
- If acid gets into your eyes, flush immediately with water for 15 minutes, and then promptly seek medical attention.
- If acid gets on your skin, rinse the affected area immediately with large amounts of water. Seek medical attention if the chemical burns appears to be a second degree or greater.
- Never over charge a lead acid battery and only replenish fluid with distilled water.
- Emergency wash stations shall be located near lead-acid battery storage and charging areas.
- Prevent open flames, sparks or electric arcs in charging areas.
- Lead-acid storage and charging areas should be posted with "Flammable - No Smoking" signs.
- Neutralize spilled or splashed sulfuric acid solution with a baking soda solution, and rinse the spill area with clean water.

PROCEDURES – NEW BATTERIES

- Never perform work in a battery room or on a battery alone.
- Follow the facility check-in/checkout procedures for working in battery rooms.
- Before working on any battery or in a battery room, identify the location of safety showers and eye wash stations.
- Locate neutralizing agents (baking soda) and a spill containment kit and review its use.
- Ensure you have an open exit route at all times. Do not allow yourself to be trapped with no escape route.
- Wash your hands after working on a battery. Avoid wiping your eyes, nose or mouth with your hands while working on a battery.
- Do not smoke or have open flame in or near a battery room or around jars. Most jars that you may work around vent hydrogen gas.
- Verify the operation of the exhaust fan(s) in the battery room. These fans are designed to prevent the buildup of hydrogen gas, which is an explosion hazard.
- Wear the PPE required for the task at hand. This may include gloves, aprons, and face shields. Safety glasses are always required.
- Use insulated tools. Cells have high fault currents. A single 2-volt cell may supply over 5000 amps when the positive and negative posts are shorted together. The generated heat is more than enough to melt metal and cause burns.

- Use insulated blankets or other materials to shield the battery connections should you have to perform work over the battery.

METHOD OF PROCEDURE (MOP) – SERVICING BATTERIES

- Keep metal tools and jewelry away from the battery.
- Inspect for defective cables, loose connections, corroded cable connectors or battery terminals, cracked cases or covers, loose hold-down clamps, and deformed or loosed terminal posts.
- Replace worn or unserviceable parts.
- Check the state of charge of non-sealed and sealed batteries with an accurate digital voltmeter while electrically powered equipment is turned off (MOP must be used). Also check the electrolyte levels and specific gravity in each cell of non-sealed batteries (MOP must be used).
- When checking the electrolyte liquid levels of the batteries, use a rated flashlight that is intrinsically safe. In the event one is not available, use a plastic/nonmetallic flashlight, turn on the flashlight prior to getting near the battery when checking cell levels and turn off the flashlight when you are away from the batteries.
- Follow the battery manufacturer's recommendations about when to recharge or replace batteries.
- Tighten cable clamp nuts with the proper size wrench. Avoid subjecting battery terminals to excessive twisting forces.
- Use a cable puller to remove a cable clamp from the battery terminal.
- Remove corrosion on the terminal posts, hold-down tray and hold-down parts.
- Use a tapered brush to clean battery terminals and the cable clamps.
- Wash and clean the battery, battery terminals, and case or tray with water. The corrosive acid can be neutralized by brushing on some baking soda (sodium bicarbonate) solution. If the solution does not bubble, the acid is probably neutralized. Rinse the battery with water to remove the baking soda solution.
- To prevent shocks, never touch or come in contact with both terminals at the same time. If baking soda solution is applied with a cloth, remember that these solutions can conduct electricity.
- When battery cables are removed, ensure that they are clearly marked "positive" and "negative" so that they are reconnected with the correct polarity.
- Use a battery carrier to lift a battery, or place hands at opposite corners. Remember, batteries can weigh 30 to 60 pounds, so practice safe lifting and carrying procedures to prevent back injuries.
- Use self-leveling filler that automatically fills the battery to a predetermined level. Never fill battery cells above the level indicator.
- Do not squeeze the syringe so hard that the water splashes acid from the cell opening.
- Insulated tools shall be used when working on battery connections and shock protection (rubber insulating gloves with leather protectors) shall be worn when using insulated tools.
- (ALL WORK ON BATTERIES REQUIRES AN APPROVED MOP)

SAFETY INSPECTIONS

MIEDI has a policy and procedure for conducting inspections of the safety conditions at the facility. The purpose of such inspections is to improve safety conditions and practices.

Note: Any Safety concerns/issues identified during daily rounds shall be documented and addressed.

Note: Annual safety audits shall be conducted per the established schedule by the facility Safety POC.

Safety inspections generally uncover conditions that can cause injuries and/or fires. The following are suggestions that should be used in making an inspection in the facility.

- Conduct annual safety inspections of the facility, using the Safety Audit Form.
- Where unsafe conditions are found.
- Initiate action to correct the condition.
- Place warning signs and guarding to keep employees away from unsafe areas. In addition, warn employees verbally.
- Notify the Facility Safety Manager, Facility Manager, or Lead if you cannot correct the hazard.
- When an employee is noted performing unsafe practices:
- Tell him/her of the unsafe act.
- Explain why the act is unsafe.
- Describe and show the correct, safe action.
- Re-check employee's performance at a later time to assure that safe practices are being followed.
- Make all corrections in a firm, but friendly manner. Let the employee know that you are interested in them and their safety.

INCIDENT REPORTING

All incidents shall be reported to your immediate supervisor.

All incidents shall be reported as soon as practicable to the MIEDI Incident Reporting Hotline:

1-866-772-3108

OCCUPATIONAL SAFETY AND HEALTH ACT

It is MIEDI's policy to achieve compliance with the Safety and Health Act (OSHA) of 1970 (29 CFR 1926, 1910).

Facility personnel are to become familiar with the requirements of this act, and work diligently to meet the stated objective.

As additions, deletions, or other changes relating to this legislation are made, the facility MIEDI's employees will be advised of such changes by the Safety Manager, or facility POC, and institute action as necessary.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

Pursuant to authority provided under the Occupational Safety and Health Act, MINIMUM health and safety standards have been developed (29 CFR Part 1926.1910).

The above-referenced Standards have been adopted by MIEDI and every effort to achieve compliance will be made. If and when conditions or practices in violation of these standards are discovered, corrective action will be initiated as soon as possible.

Occupational Safety & Health Compliance Inspections can occur when:

- OSHA/State has been notified that a specific work-related incident has taken place.
- Periodically OSHA and/or State safety officers may visit workplaces for the purpose of ensuring that employers are complying with the above-referenced health and safety standards. Inspections are intended to serve the overall remedial purpose of the Act, which is to make the employer's workplace as safe as reasonably possible. Based on the results of the inspection, the Facility Manager, Owner and/or MIEDI could be subjected to monetary penalties for violation of the OSHA Standards. Inspections are basically in three categories:
    - Fatalities and/or serious accidents - This type of inspection occurs after the employer notifies OSHA/State to report a death, probable death of any employee, or the inpatient hospitalization of 2 or more employees within 8 hours of occurrence.
    - General - These inspections are scheduled by OSHA/State. They are random and unannounced. Usually the inspection involves the entire facility.
    - Complaints - This type of inspection occurs as a result of the inspection agency receiving a complaint concerning an alleged unsafe or unhealthy condition. These complaints are generally registered by an employee or a representative of the employees. While in most instances the inspector limits his/her inspection to complaint particulars, they may choose to conduct an inspection of the entire facility.

The MIEDI Facility Manager and the Safety Manager are to be promptly notified when an OSHA/State Inspector visits the site.

OSHA OR STATE COMPLIANCE OFFICERS

The OSHA or State compliance officers may inspect work sites at any reasonable hour, interview employees, and collect environmental samples. Requests to review documents and/or to take photographs must have prior approval by Owner, MIEDI and/or Facility Manager.

OSHA and State compliance officers shall, at all times, be treated in a courteous and businesslike manner.

STATE OPERATED COMPLIANCE PROGRAMS

Certain states are now operating under approved State Plans for occupational safety and health rather than the Federal OSHA program. These states may have adopted the existing Federal OSHA standards and procedures or may have developed their own.

Where MIEDI is subject to State Occupational Safety and Health plans, our safety policy and program will be based on State requirements. It is the responsibility of the facility Safety POC to verify which OSHA/ State regulations (federal/state) apply to MIEDI facility operations.

OSHA 300 - PERFORMANCE TRACKING

It is the responsibility of the facility to notify the MIEDI Safety Manager which shall include the incident into the OSHA 300 log. OSHA requires that all recordable injuries be entered on the log within 7 days of knowledge of the injury.

Definitions for the OSHA Log

Recordable Injury or Illness:

- Recordable occupation injuries or illnesses are any occupational injuries or illnesses, which result in:
- Death
- Loss of consciousness
- Days away from work
- Restricted work activity or job transfer
- Medical treatment beyond first aid
- A significant work-related injury or illness diagnosed by a licensed healthcare professional
- A broken bone
- Medical removal from the job

Restricted work activity occurs when an employee, as a result of a job-related injury or illness, is physically or mentally unable to perform all or any part of his or her normal assignment during all or any part of the workday or shift.

Lost workdays are the number of days (consecutive or not) after, but not including the day of injury or illness during which the employee would have worked but could not do so: that is, could not perform all or any part of his or her normal work assignment during all or any part of the workday or shift, because of occupational injury or illness. The number of recordable lost workdays is limited to 180 even if more days are actually missed.

Posting

The OSHA 300 Summary must be completed and posted on the employee safety bulletin boards from February 1st to April 30th of each year.

Recordkeeping

The log and summary must be maintained for 5 years following the year to which they pertain. These records are to be made available for review by any employee, former employees, their representatives, both personal and union and compliance officers from OSHA or State.

Data Analysis

The OSHA log will be frequently reviewed to identify trends and areas where incidents are occurring to allow application of the appropriate corrective actions.

Training

Face to Face training

All training will be coordinated between the facility team and the MIEDI Safety team. These requests will be scheduled on availability of both the participants and trainer(s). The following are the identified categories and the MIEDI Safety team will identify which modules are required based on the site and conversations with the facility management.

Weekly Training

MIEDI hosts a weekly safety briefing with rotating topics. Attendance is mandatory with exceptions made with manager approval.

OSHA 10

All newly hired facility personnel shall be required to take OSHA 10 – General Industry course.

First Aid/CPR/AED

All newly hired facility personnel must attend and qualify an approved First Aid/CPR/AED training and certification course(s).

Refresher training shall be completed every 2 years via online LMS.

Fire

All newly hired facility personnel must receive training on fire responses including, but not limited to:

- Escalation of identified fire.
- Fire extinguisher use.
- Fire evacuation with pre-approved meet up locations.
- This training will be refreshed annually.

Natural Disaster

All newly hired facility personnel must receive training on natural disasters which includes, but not limited to:

- Tornado Warning
- Earthquake
- Hurricane
- This training will be refreshed annually.

Human Threat

All newly hired facility personnel must receive training on human threat responses which includes, but not limited to:

- Bomb threats directed at the facility
- Armed assailant at the facility
- This training will be refreshed annually

Site Equipment

All newly hired facility personnel must receive training based on the equipment the MIEDI team will use on site. This list of equipment consists of, but not limited to:

- Forklift Operation/Safety Check
- Man Lift Operation/Safety Check
- Enclosed Spaces Entry/Permit
- Hot Work Use/Permit
- This training will be refreshed and performed with all MIEDI team as new equipment is introduced to the site.

Module Based Training

Learning Management System (LMS) – There are online modules for each Facility team member to take on the LMS system provided by MIEDI. Each module is assigned to a week and shall be completed before

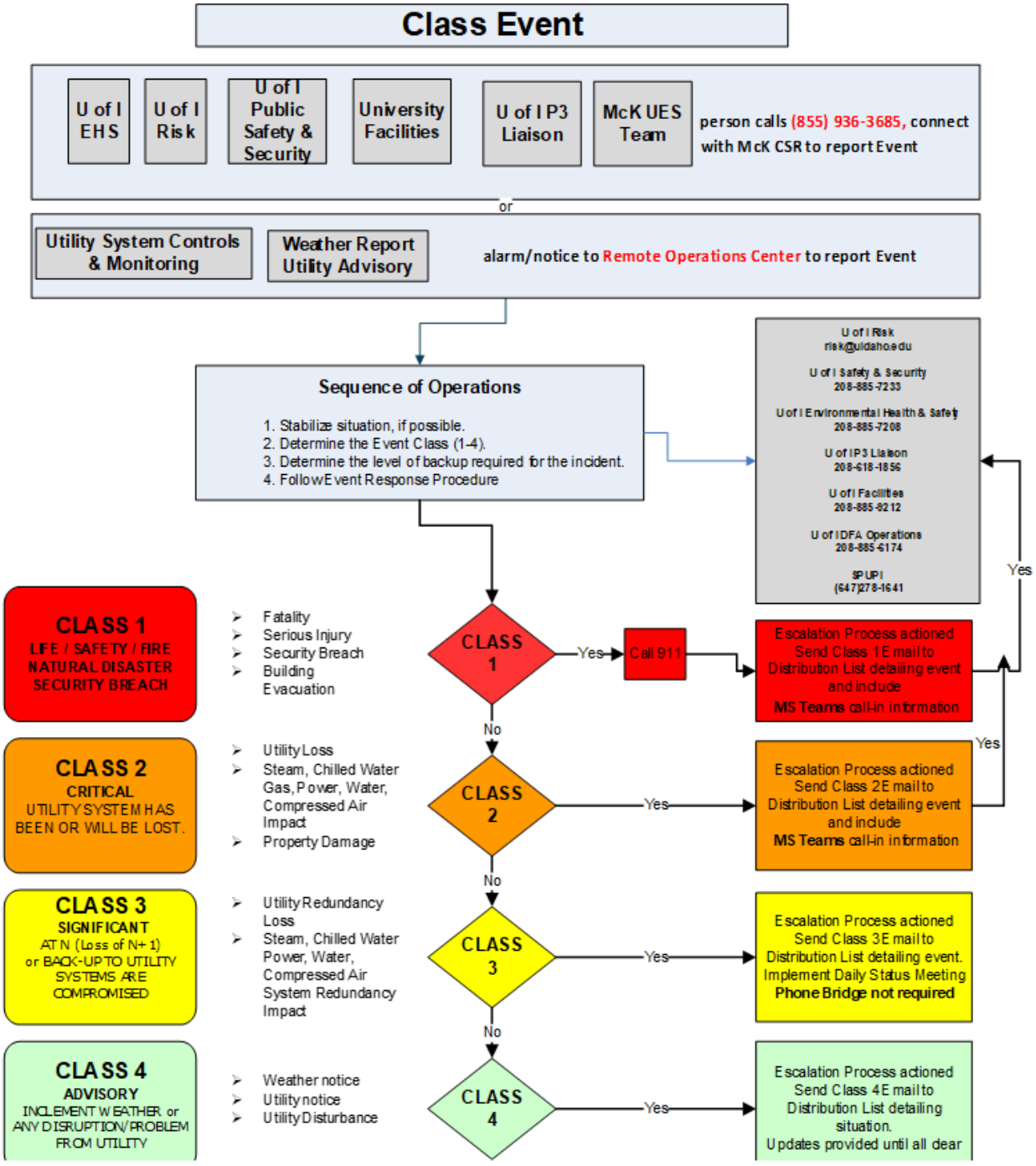
the end of the shift week for all 52 weeks of the year. Required training shall be completed prior to or returning from PTO.

- Monthly Safety Topic
- There are 12 monthly safety topics prepared by and provided by the MIEDI Corporate Safety team. Each member of the Facility team is required to read and sign the provided documentation. This documentation needs to be provided, by the Facility Safety POC, digitally to the Safety team at the end of each month.

BUSINESS CONTINUITY PLAN

Note: The Business Continuity Plan is under development in coordination with the U of I. The University Business Continuity Plan Committee has been formed with MIEDI and U of I partners to begin developing the plan. This effort is on hold per direction from the U of I as they seek to hire a new Director of Public Safety and Security.

RESPONSE TEAM



All utility related incidents should be routed to InfoCentre by calling 1-855-936-3685. Depending on the nature of the incident, including utility type, time of day, and availability of staff, the appropriate MIEDI response team is dispatched.

INITIAL CALL TREE

CONTACT INFORMATION

Contact	Email	Work Phone	After Hours (Cell)
MIEDI			
InfoCentre (24/7)		1-855-936-3685	
McKinstry Safety Hotline		1-866-772-3108	
On-Call Water Systems			208-912-5020
Energy Plant		208-370-2833	208-370-2833
Paul Woods	paulw@mckinstry.com	206-310-3139	206-310-3139
Scott Smith	scottsmi@mckinstry.com	208-892-9470	208-596-1977
Ben Tucker	benjamin@mckinstry.com	208-892-9690	208-596-6183
Elmer Johnson	elmerj@mckinstry.com	208-301-0662	208-301-0662
Marc Compton	marcc@mckinstry.com	208-892-9792	208-949-6214
University of Idaho			
Security (24/7)	Campus-security@uidaho.edu	208-874-7550	208-874-7550
Facilities Services	facilities@uidaho.edu	208-885-6246	
P3 Liaison	wpotter@uidaho.edu	208-885-6246	208-618-1856
EHS	samir@uidaho.edu	208-885-7208	
Risk	risk@uidaho.edu		

INITIAL RESPONSE ACTIVITIES

This section is under development.

UTILITY CONTINUITY AND RECOVERY

This section is under development.

LIST OF UTILITIES IN PRIORITY ORDER

Utility	Priority Level	Individual Responsible for Recovery and Backup
Electricity	1	Marc Compton
Domestic Water	2	Elmer Johnson
Steam	3	Scott Smith
Compressed Air	4	Scott Smith
Sanitary Sewer	5	Elmer Johnson
Chilled Water	6	Scott Smith
Stormwater	7	Elmer Johnson
Reclaimed Water	8	Elmer Johnson

UNAVAILABILITY OF THE MAJORITY OF STAFF

This section is under development.

District Energy Plant (Steam, Chilled Water, Compressed Air)

In the event of a loss of the majority of the Energy Plant staff the following actions will be taken:

- Temporary, untrained staffing for boiler and chiller operations
- Wood boiler shutdown to minimize risk and complexity of operations
- Bring one natural gas boiler online and train new staff on its operation
- Absorption chiller shutdown to minimize risk and complexity of operations

Water Systems (Domestic Water, Reclaimed Water, Sanitary Sewer, Stormwater)

In the event of a loss of the majority of the Water Systems staff or Water Purveyor the following actions will be taken:

- Activate retainer Water Purveyor to continue operations
    - If retainer Water Purveyor is not available:
        - Contact State of Idaho for availability of regional Water Purveyors

Electrical Systems

MIEDI has no staff with high voltage licenses for work on electrical systems. All work is done by qualified subcontractors. If the high voltage subcontractor is unavailable the next available vendor is contacted to begin work. In the event of a life safety emergency, such as a downed power line, Avista Utilities will be dispatched to make the area safe.

UNAVAILABILITY OF KEY APPLICATIONS AND EQUIPMENT

This section is under development.

Wood Boiler

- Shift operations to natural gas boilers.

TES Tank

- Isolate tank and switch to chilled water load following operating mode.

McClure Chiller

- Isolate chiller.
- Depending on weather conditions, bring a chiller at NCCP or SCCP online.
- Coordinate with the university to begin load shedding as needed.

Air Compressors

- Procure and connect a portable air compressor to support load.

Transformers

- Procure and connect a portable generator to support load.

Distribution Switches

- Isolate section. Coordinate with Avista to reconfigure ring bus to feed campus from other feed.
- Procure and connect portable generators to support loads as needed.

Domestic Wells

- Coordinate with the City of Moscow to supply water to campus.
    - Drop campus pressure.

Reclaimed Water Plant

- Isolate reclaimed plant. Feed campus irrigation system with domestic water.

UNAVAILABILITY OF KEY BUILDINGS AND FACILITIES

This section is under development.

District Energy Plant

In the event of a loss of the Energy Plant the following actions will be taken:

- Shut down all boilers, turbines, air compressors, and equipment before evacuation if safe to do so.
- Notify the University of a complete shutdown of steam and compressed air.
- Bring SCCP online as needed.

South Campus Chiller Plant

In the event of a loss of the South Campus Chiller Plant the following actions will be taken:

- Shut down all chillers, cooling towers, pumps, and chemical treatment equipment if safe to do so.
- Send out a notice of Chilled Water load shedding to U of I Facilities based on ambient conditions.
- Bring NCCP online as needed.

Domestic Water Wells

In the event of a loss of a Domestic Water well the following actions will be taken:

- Switch operations to the secondary well.
- Notify the University.

Domestic Water Storage Tanks

In the event of a loss of a Domestic Water storage tank the following actions will be taken:

- Switch operations to the secondary storage tank.
- Notify the University.

Reclaimed Water Plant

In the event of a loss of the Reclaimed Water Plant the following actions will be taken:

- Isolate and shut down Reclaimed Water system.
- Notify the City of Moscow Water Treatment Plant and the University.
- Source bulk chlorine for Domestic Water chemical treatment.

MINIMUM REQUIRED RESOURCES FOR RECOVERY

This section is under development.

BUILDING EMERGENCY ACTION PLAN

The Building Emergency Action Plan identifies types of incidents and their associated recommended response action. The following matrix provides a visual representation of this information:

	NATURAL DISASTER		HUMAN-CAUSED DISASTER								
ACTION	FLOOD	QUAKE	FIRE	AIRCRAFT CRASH	HAZMAT	CIVIL DISTURBANCE	STATE OF EMERGENCY/ALERT	EXPLOSION	NUCLEAR BIOLOGICAL, CHEMICAL ATTACK	ACTIVE SHOOTER	BOMB THREAT
EVACUATE			X	X	X			X		X	X
LOCKDOWN						X	X			X	
SHELTER IN PLACE	X	X			X				X	X	

MEDICAL EMERGENCIES

- Call 9-1-1 or have someone call for you.
- If it is possible and safe to do so:
  - Protect victim from further injury by removing any persistent threat to the victim. Do not move the victim unnecessarily. Do not delay in obtaining trained medical assistance.
  - Provide first aid until help arrives if you have appropriate training and equipment.
  - Send someone outside to escort emergency responders to the appropriate location.

LOCATION OF FIRST AID KITS AND FIRE EXTINGUISHERS

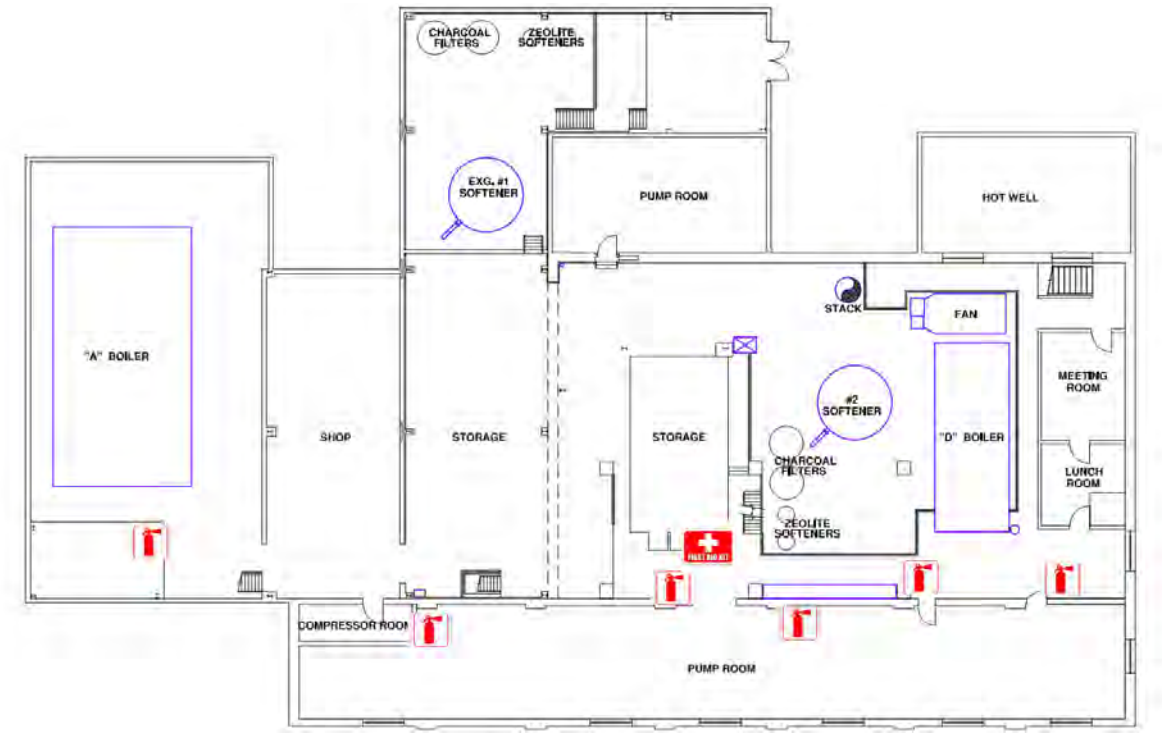


Figure 3. District Energy Plant (Ground Floor).

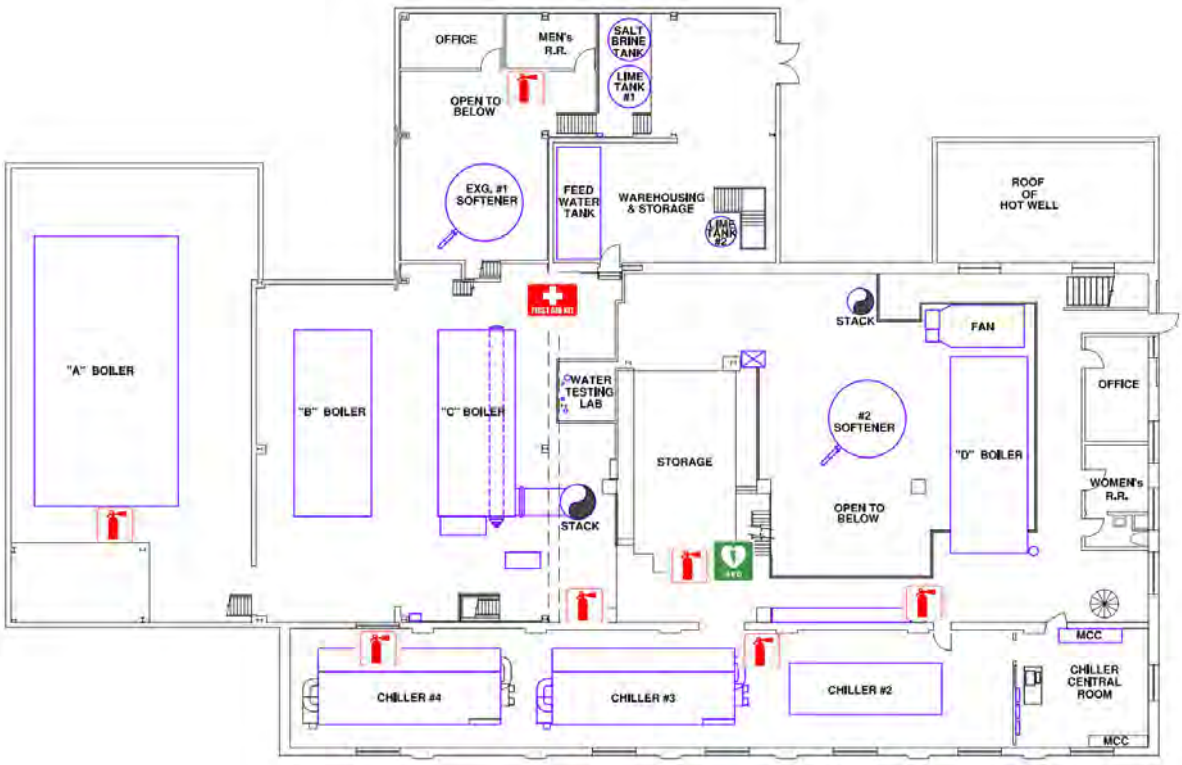


Figure 4. District Energy Plant (1st Floor).



Figure 5. Facilities Services.

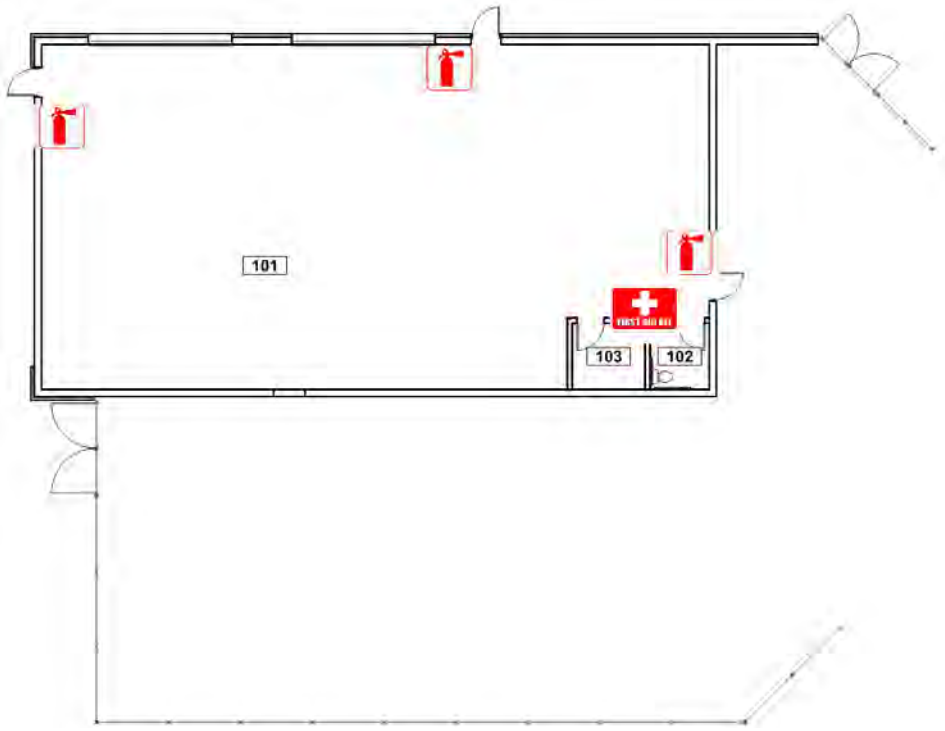


Figure 6. South Campus Chiller Plant.

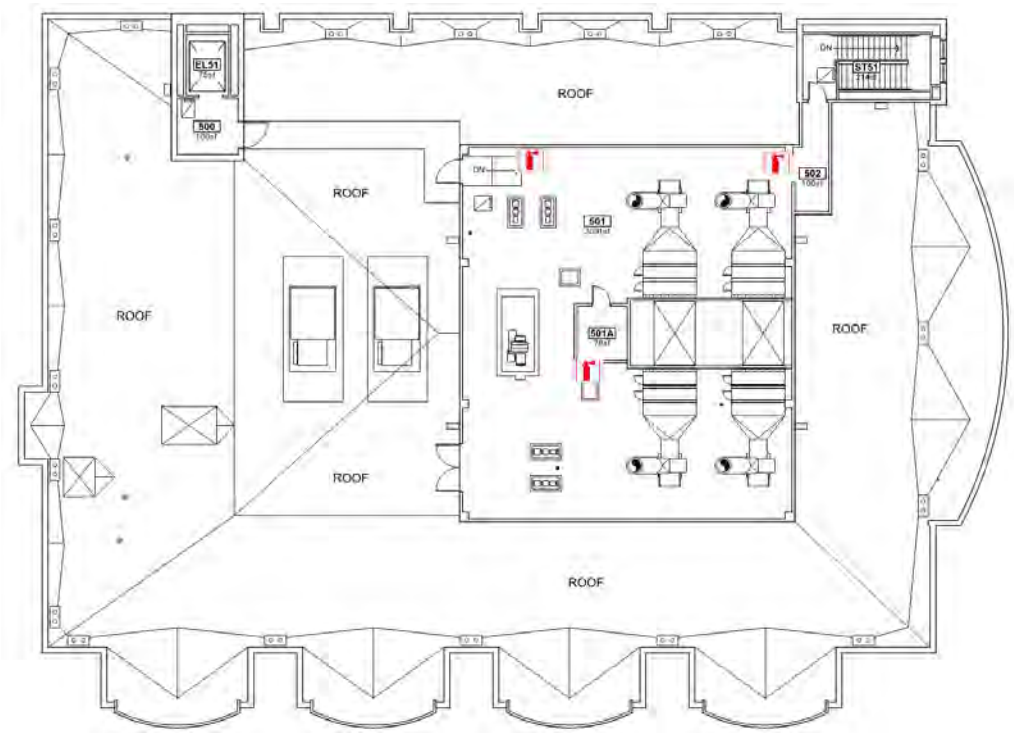


Figure 7. McClure roof.



Figure 8. Bay 3 storage area.

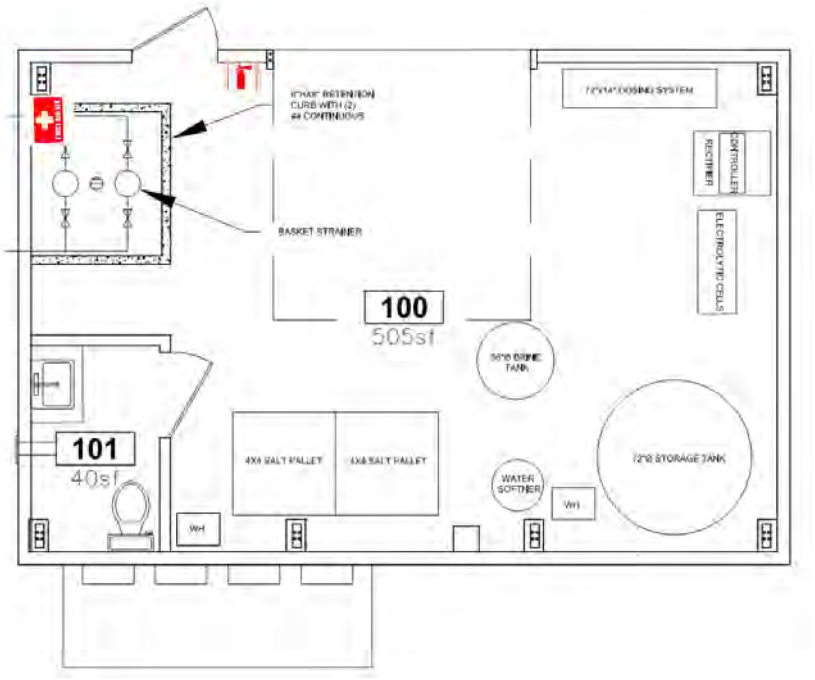


Figure 9. Reclaimed Water Chlorination Building.

EVACUATION

In the event of an incident requiring the Evacuation of the facility, the following procedures are to be followed.

PREPLAN YOUR ESCAPE

- Each office area has at least two unobstructed ways out.
- Verify that the exits are always usable (doors, stairs, and hallways are not to be blocked).
- Do not use the elevators.
- Know both a primary and alternate location of fire-rated stairwells that will provide a path all the way to the outside.
- When directed by an authority person an Evacuation Emergency Marshall, evacuate to nearest exit.
- After evacuating the building, do not leave the premises unless instructed to do so by your Emergency Marshall.
- The emergency number is “9-1-1” for fire and police.
- Know where your department will assemble; a head count will be conducted of the personnel.

EMERGENCY MARSHALLS AND ASSEMBLY AREAS

- Each area of the building has been assigned one or more Emergency Marshall. Please make sure that you check in with your Emergency Marshall in case of an emergency. If your Emergency Marshall is not available, please find Incident Commander.
- All employees are to report to the assembly area so we can ensure all building participants are safe and accounted for. The designated assembly area is shown in the following pictures below.
- Evacuate the building at the nearest exit and proceed to the designated assembly area. Please ensure, for your safety, to wait on only the designated assembly area. Emergency vehicles will need clear access to our facility. DO NOT LEAVE THE ASSEMBLY AREA UNTILL HEAD COUNT IS DONE, AND THE INCIDENT COMMANDER DETREMINES IT IS SAFE TO LEAVE.
- Find Your Emergency Marshall at the assembly area and wait for the head count.
- Unless unusual conditions dictate otherwise, the best evacuation route is the nearest stairway and out the nearest exit.
- Once outside, meet at the designated assembly point. Your Emergency Marshall will take a head count to make sure everyone is out and accounted for. Never attempt to re-enter the building to search for someone missing. Let emergency responding officials (fire and police) know that some personnel are still absent.

PERSONS WITH PHYSICAL DISABILITIES

- If you have a temporary or permanent disability that might prevent your safe, orderly, and prompt evacuation during an emergency, some additional planning is needed. This includes:
- Identifying primary and secondary routes out of an area to the exits or a safe area of refuge. Stairwells are designed to provide protection from smoke and fire; however, doors to these areas must be kept closed to afford this protection.
- Locating communication devices (phones).
- Establishing a Buddy System with individuals who are familiar with your disability to obtain assistance during an evacuation.
- Make sure to know who the ADA coordinator is, and where is the ADA assistance area.
- Being prepared to call “9-1-1” and describing where you are located within the building.
- When the alarm sounds, proceed to the nearest exit and evacuate the building with assistance from your buddy or ADA coordinator.
- If no one can assist you down the stairs, proceed to the stairwell or designated area of refuge; and inform other evacuees that you need immediate rescue. Ask individuals to inform rescuers of your whereabouts.

FIRE

- When there is a Fire Alarm: EVERYONE EVACUATES!
- If you discover a fire or smoke condition, immediately contact InfoCentre to begin the Evacuation

- Whenever you hear the fire alarm, LEAVE IMMEDIATELY! Don't assume that the fire alarm is false or a test and wait to see what others do. In a fire situation, seconds count.
- Is the Door Hot? Before opening a door, make sure there is no fire on the other side by using the back of your hand to touch the door, doorknob, or door frame. If heat is present, don't open the door; there's probably fire on the other side. If the door, doorknob, or door frame is cool, open the door slowly, pass through, close the door behind you, and leave the area.
- Stay Low When There Is Smoke - If you encounter smoke while escaping, drop to a crawl or get as low as you can to the floor. The cleanest air will be within 1 to 2 feet off the floor. If the main exit is blocked by fire or smoke, use your alternate route. If this is not feasible, go back in your area to wait for rescue.
- If You Cannot Escape - Close all doors between you and the fire. Seal cracks around doors with a cloth to keep the smoke out. CALL "9-1-1." While waiting for rescuers, signal from a window by waving an object, posting a sign, or shouting.

Keep Exits Clear - All stairwells, exits, and corridors must be kept free of all obstructions at all times. No furnishings, decorations, or other combustible objects or flammables shall obstruct exits. Corridors and other portions of the means of egress are meant to be a certain width so that the expected numbers of people in the building can quickly exit or evacuate in a fire situation. Any time there are obstructions, the possibility of people becoming trapped or slowed down in a fire increases greatly. Since the prime function of corridors is to allow people to escape during a fire, we don't want these areas to be the origin of fire or a means of allowing it to propagate. This can very easily happen if combustibles are stored and allowed to accumulate there.

AIRCRAFT CRASH

Saving the lives of co-workers and others is our first priority in the event of an aircraft disaster. If an aircraft crashes at your location, a tremendous impact, vibration, explosion, fire, smoke, toxic gases, and other hazards can be expected.

To minimize chaos, please follow these steps:

- An orderly evacuation or relocation to a safe area must be executed as soon as possible, or as soon as it is safe to do so, in accordance with the Building Evacuation Procedures.
- Call 9-1-1.
- Report the number of injured people, damage sustained, and any other hazardous conditions that may exist.

HAZMAT INCIDENT

- In the event of an internal chemical spill or environmental emergency proceed as follows:
- Notify InfoCentre of the incident.
- Quickly evacuate the affected area.

- If the odor is overwhelming and threatens to spread beyond the space where the spill occurred, call 9-1-1, and notify InfoCentre.
- Evacuate the building and move as far away from the spill as possible, ideally to the designated evacuation assembly area if it is not near the spill and if it is safe to do so. Be sure to check in with the Emergency Marshal.
- Those persons with knowledge of the incident should be available to The Safety team, Facilities Management and/or emergency response personnel. A description of what happened, where, when, and the type of product(s) spilled will be
- important in cleaning up the spill in a timely fashion.
- Only when the environmental hazard is removed and the "all clear" is given, will the building be re-occupied.

EXPLOSION

- Get under a sturdy table or desk if things are falling around you. When they stop falling, leave quickly, watching for obviously weakened floors and stairways. As you exit from the building, be especially watchful of falling debris.
- Do not use elevators.
- Check for fire and other hazards.
- Once you are out, do not stand in front of windows, glass doors or other potentially hazardous areas.
- If you are trapped in debris, use a flashlight, if possible, to signal your location to rescuers.
- Tap on a pipe or wall so rescuers can hear where you are.
- Shout only as a last resort. Shouting can cause a person to inhale dangerous amounts of dust.
- Avoid unnecessary movement so you don’t kick up dust.
- Cover your nose and mouth with anything you have on hand. (Dense-weave cotton material can act as a good filter. Try to breathe through the material.)

BOMB THREAT

DO NOT USE YOUR CELL PHONE OR RADIO ONCE A THREAT IS RECEIVED, AS RADIO WAVES MAY CAUSE A DEVICE TO DETONATE! DO NOT EVER OPEN OR CLOSE DOORS ONCE A BOMB THREAT IS RECEIVED, AS PRESSURE CHANGE CAN DETONATE BOMBS!

If you receive a bomb threat by telephone, try to attract someone's attention discretely and quietly while continuing to listen to the caller. The person you attracted should immediately call a supervisor. Attached is a bomb threat script and anyone who receives a bomb threat call should follow these steps:

- Be calm and courteous.
- Try to keep the caller talking, asking the caller to repeat his or her message.
- Ask the caller these questions:
    - Where is it located?

  - When will it go off?
  - What does it look like?
  - Why are you doing this?
  - Who are you?
  - Time you received the call?
- Note phone number from your phone display
- Notice the following:
  - Is the caller male or female?
  - Does the caller have an accent?
  - Are there background noises?
  - Does this voice sound familiar?
- Notify your supervisor so they can notify security.
- Notify the Police Dept. by dialing "9-1-1."
- State that you have received a bomb threat.
- State your address.
- State your Company name.
- Answer all questions from the 9-1-1 Operator. DO NOT HANG UP UNTIL THE OPERATOR RELEASES YOU.
- Visually search your immediate area for any unusual objects. DO NOT DSTURB ANY OBJECTS!
- Follow the instructions of the POLICE when they arrive.

LOCKDOWN

Lockdowns are implemented when there is an immediate threat to the building occupants. In the event of a Lockdown, employees and visitors will be instructed to secure themselves in the room they are in and not leave until the situation has been curtailed. This enables Emergency Responders to secure staff in place, address the immediate threat and remove any innocent bystanders from immediate danger.

Lockdowns prohibit unauthorized personnel from entering the facility. In a lockdown situation all exterior doors are locked with only the main front door being enabled for entry. This door will be monitored by the Workplace Solutions team or our contract security provider.

STEPS TO BE TAKEN IN THE EVENT OF A LOCKDOWN

- The order to implement McKinstry's lockdown procedures will be announced by the McKinstry Facilities Team and Our Emergency Marshals after a decision has been made by the ERT that a credible threat to campus security exists.
- In the event of a lockdown lock all exterior doors and stay inside.
- Set exterior doors to Locked in the Lenel Access Control system.

- Prevent entry into building. Until security personnel or police arrive at McKinstry, the Emergency Marshals must be prepared to lock all doors to prevent access by any non-employees.
- Emergency Marshals, the McKinstry Facilities team and/or our third-party Security Service will conduct badge checks before allowing any individual access to the interior of the campus.
- Continue with daily activity inside.
- Be vigilant and immediately report any suspicious activity to the emergency marshals or to InfoCentre.
- Do not, under any circumstances, exit the building unless authorized to do so by emergency personnel.

CIVIL DISTURBANCE

Any indication of a civil disturbance such as a riot, demonstration, or picketing should immediately be reported to InfoCentre.

In additional to Lockdown procedures, response to a Civil Disturbance may also include one or more of the following:

- Blinds should be closed.
- Moving to the safest location in your area, taking fire extinguishers, first aid supplies and all other provisions with you.
- Not leaving the building until it is determined there is no further danger. If you must evacuate the building, exit with caution and do not run. Remember, do not attempt any physical contact with demonstrators unless it is necessary to free someone who is in danger. Do not engage in conversations or make comments to demonstrators as this may provoke them.
- Noting all rooms invaded by the demonstrators to facilitate a later search for suspicious items.
- Reporting, but not touching, any foreign or unusual items.

STATE OF EMERGENCY / ALERT

In the event of a State of Emergency, the Authorities and/or the Workplace Solutions Team may ask that you evacuate the building. In such instances the following measures should be taken:

- Take your keys, purse and personal belongings with you only if it safe to take the time to do so.
- Proceed to the designated evacuation assembly area for your department and check-in with the Evacuation Emergency Marshall so a head count can be given to the Authorities for any missing persons.
- You may not return to the building until the “all clear" is given.

In the event of a National State of Alert, Workplace Solutions may take the following measures:

- Implement the Lockdown Plan

- Conduct inspections of the building commons areas such as restrooms, closets, roofs, corridors and garages for evidence of any suspicious packages, persons or vehicles.
- Building white zone/curb side drop off areas will be limited to the pick up or discharge of passengers only. Any cars parked at the curb and all unattended vehicles will be towed.
- Deliveries will not be permitted to enter the building until Security has contacted the customer and received permission and/or instruction that delivery is expected and deliveries will be accepted. Any indication of a civil disturbance such as a riot, demonstration, or picketing should immediately be reported to InfoCentre.

SHELTER IN PLACE

There are several events that may cause a campus wide Shelter-in-place order. It may be severe weather, earthquake, tornado, flooding or even the release of hazardous materials within the campus or in outlying areas such as the railyard adjacent to McKinstry. In the event of a shelter in place order, all employees should immediately find interior rooms or offices that will provide protection from debris or hazardous materials.

In the event of a Shelter-In-Place order being given, McKinstry's Workplace Solutions Engineers will be responsible for closing all air intakes and making any adjustments needed to prevent hazardous contaminants from entering the affected buildings' air systems.

HAZMAT INCIDENT (EXTERNAL)

If you are requested to remain inside and Shelter in place:

- Close and lock all exterior doors and windows. Close vents, fireplace dampers, and as many interior doors as possible.
- Turn off air conditioners and ventilation systems. In large buildings, set ventilation systems to 100 percent recirculation so that no outside air is drawn into the building. If this is not possible, ventilation systems should be turned off.
- Go into the pre-selected shelter room. This room should be above ground and have the fewest openings to the outside.
- Seal gaps under doorways and windows with wet towels or plastic sheeting and duct tape.
- Seal gaps around window and air conditioning units, bathroom and kitchen exhaust fans, and stove and dryer vents with duct tape and plastic sheeting, wax paper or aluminum wrap.
- Use material to fill cracks and holes in the room, such as those around pipes.
- If gas or vapors could have entered the building, take shallow breaths through a cloth or a towel. Avoid eating or drinking any food or water that may be contaminated.

EARTHQUAKE

In the event of an earthquake or rare event of a tornado, do not evacuate unless instructed to do so! You are safer inside. Remember: DROP, COVER, HOLD. Drop to floor, get under cover and hold on until movement stops. Planning ahead is the best way to be proactive in an emergency.

INDOORS:

- MOVE away from windows, glass partitions, shelves, file cabinets and suspended objects, where objects may create a moving hazard.
- COVER by getting under a desk or other furniture.
- HOLD on to stay under cover until movement has stopped.
- Do not use the elevators.
- Do not strike a match or lighter for any reason.
- Do not attempt to leave the building during an earthquake. Wait until you receive an "all clear".
- Hazards such as downed power lines and falling debris can be harmful. If you do leave the building, you may not return until the "all clear" has been given.
- Be aware of aftershocks.
- When the earthquake is over, return to your normal workstation if it is safe. The Evacuation Emergency Marshall will take roll call to account for all employees.
- If safe, conduct a thorough inspection of your office to locate any trapped or injured persons, dangerous or shorting electrical circuits, damaged and leaking water pipes, unstable walls and ceilings.
- Do not talk to the media. Refer all questions to Corporate Communications Department.

FLOODING

- Assess the severity of the situation. If a water pipe has ruptured it is imperative that the flow of water be stopped.
- Immediately notify InfoCentre at 1-855-936-3685
- If it is a major leak, contact the Fire Department at 9-1-1 to assist with eth removal of water
- Notify the local water department and power company
- Should it become necessary, evacuate the building following the evacuation procedures.

ACTIVE SHOOTER

In the event that there is an armed assailant on Campus all McKinstry employees should follow these three actions:

RUN – Evacuate the area upon becoming aware of an attack if it is safe to do so. Call 9-1-1 when it is safe to do so.

HIDE – If you are unable to immediately evacuate the area for any reason find an interior room with the minimum windows to hide in. Barricade the door the best you can. Silence all electronics and remain as quiet as possible. Use text to communicate if possible.

FIGHT – Be prepared to fight for your life. As a last resort, if faced with the assailant use every possible weapon at your disposal to fight for your survival. Be prepared to act with extreme violence as you attempt to save yourself and others around you.

Follow all instructions of emergency responders.

TRAINING AND EXERCISE REQUIREMENTS

The EAP provides details on the type and frequency of training and exercises required to maintain a safe working environment.

NEW EMPLOYEE TRAINING

As part of their onboarding experience, all new McKinstry employees are required to participate in the McKU New Hire Safety Orientation class. This training will cover the actions to be taken in the event of an emergency or disaster. In addition, new hires should familiarize themselves with their office area and closest means of exit.

EMERGENCY MARSHALL TRAINING

Emergency Marshals will receive additional training from the McKinstry Workplace Solutions team and Incident Commander. The training will occur quarterly and will focus on leader duties in the event of an evacuation, shelter-in-place, lockdown or Active Shooter scenario. Emergency Marshals shall take part in and assist with all scheduled drills. Emergency Marshals shall also maintain current 1st Aid/CPR/EAD certification.

DRILLS AND EXERCISES

All McKinstry employees are required to participate in scheduled drills and exercises. The drills will be coordinated by the Incident Commander in conjunction with the ERT and may involve Evacuation Drills, Earthquake Drills and Active Shooter exercises. The Incident Commander will schedule annual Fire Drills with the local Fire Department and our Fire Protection vendor. Logs of the drills shall be maintained to include the number of participants, total time to evacuate and any issues or recommendations that result from the drill. These logs shall be forwarded to the Senior Facilities Manager for review and recommendation.

COMMITTEES

The following committees have been formed to support the overall success and operation of the P3 partnership.

ENERGY ADVISORY COUNCIL

The Energy Advisory Committee drives energy and climate policy and provides oversight of integrated energy efficiency measures to attain carbon neutrality. The Committee also seeks to derive resiliency and preservation of natural resources through managed change and integration of climate policies serving campus infrastructure.

The committee advises University leadership on the potential to integrate and leverage resources:

- Concession Agreement. Provide input to prioritization of projects supporting campus public utilities, dovetailing the 5-year Capital Plan with the University's ongoing 6-year Capital Investment Plan
- Other Fund Sources. Synchronize financial capital through grants, agreements, and appropriated funds instruments.
- Natural Resources. Influence best management practices in forestry and agriculture culminating in energy recovery and environmental restoration.
- Educational Opportunities. Engage faculty, staff, and students across all of its schools and programs in educational and research opportunities that will help influence the plan's execution and its continued evolution.
- Higher Education and Research. Influence broader higher education objectives serving businesses with a tailored curriculum and research opportunities emphasizing the ever-changing energy and natural resource market.
- Funding of Higher Education. Engage in enterprise business opportunities ranging from yields in power generation to agricultural and forest activities to reduce the cost of higher education.

CAPITAL PLANNING

The purpose of the Capital Plan Committee is to provide ongoing strategic direction for Capital Improvements with respect to the University of Idaho Utility Systems. The Committee establishes a formal process for MIED! and the Concessionaire to improve efficiency, repeatability, quality, and effective acceptance for annual Capital Improvements submitted to the University.

UNIVERSITY BUSINESS CONTINUITY PLAN

TBD

IDAHO RURAL WATER ASSOCIATION

TBD

INTERAGENCY COOPERATION AND COORDINATION (ICC)

The purpose of the Interagency Cooperation and Coordination (ICC) Committee is to provide ongoing, strategic direction for cooperation between MIEDI, the Concessionaire, and the University. The committee establishes formal communications protocols for all stakeholders on campus projects and ensures all parties are coordinating effectively for work on both sides of the Lines of Demarcation.

SUSTAINABILITY

The Sustainability Committee assists the University of Idaho and P3 partners in developing data driven policies to meet the university's carbon neutrality goals. The Committee oversees the collection and reporting of sustainability metrics, maintains U of I relationships with 3rd party sustainability groups, and leverages the campus departments, colleges, and student body to promote the conservation of natural resources.



INITIAL FIVE-YEAR PLAN
THE UNIVERSITY OF IDAHO UTILITY SYSTEM

REVISED SUBMISSION FOR SECTION III
CAPITAL IMPROVEMENTS PROPOSED FOR APPROVAL

To: University of Idaho
Vice President for Finance & Administration
Email: vpfinance@uidaho.edu

With a copy to:

Office of the General Counsel
Email: counsel@uidaho.edu

Date: March 30, 2021

Revised Submission Date: June 29, 2021

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I. Introduction and Revised Assumptions

This document is provided following the University's response to Sacyr Plenary Utility Partners Idaho LLC's Initial Five-Year Plan on April 29, 2021, and the direction jointly discussed on the same date and the following weeks.

Sacyr Plenary Utility Partners Idaho LLC is excited to submit a revised list of Capital Improvements proposed for Approval that allows for further visibility into the capital expenditures required to develop these projects and, as a result facilitates an informed Approval. This is achieved by adding an indicative estimate for (A) the total costs for construction and installation, including all hard and soft costs, any financing costs, and any applicable sales or use tax, and (B) forecasted annual operations and maintenance costs, both associated with each proposed Capital Improvement. Such approach is further described in Concession Agreement Section 4.3.(c).

All proposed Capital Improvements have been scoped according to these principles, and a distinction between *Engineering Studies* and *Standard Capital Improvements*—as defined in March 30, 2021's submission—is no longer made across the revised Project Sheets in Appendix A. However, a significant number of the proposed Capital Improvements do require additional work to provide further information regarding, among other things, the scope, design, or cost. This circumstance, when applicable, is highlighted in the section "Approach" of each Project Sheet, where the cost of such additional work for each of the Capital Improvements has already been addressed to help expedite the Approval process.

Lastly, I would also like to draw your attention to the fact that, following the written confirmation via email on April 27, 2021 regarding the preferred billing cycle of Capital Improvements, total costs have already been adjusted for all proposed Capital Improvements to reflect semiannual billing cycles.

II. Revised Capital Improvements proposed for Approval

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2022

CODE	SCORE	UTILITY SYSTEM	NAME	COST
2022/01	8.80	Electric System	Electrical Improvements at Menard Law	$1,518,606
2022/02	8.80	Electric System	Electric Vault Improvements	$2,610,510
2022/03	8.20	Domestic Water	Replacement and Installation of New Fire Hydrants	$413,872
2022/04	8.16	Storm	Library and Memorial Gym Storm Sewer Improvements	$3,587,071
2022/05	7.88	Domestic Water	Domestic Water Systems Emergency Generator	$2,454,571
2022/06	7.88	Sewer	Sewer Slip Line Memorial Gym to Library	$138,189
2022/07	7.64	Steam Plant	Replacement and upgrade of 6" Jordan PRV	$76,089
2022/08	7.52	Steam Plant	Hot Lime Softener PRV Stations Upgrade	$190,536
2022/09	7.44	Steam Plant	Boilers System Valves Upgrade	$2,939,705
2022/10	7.36	Steam Plant	Steam Plant Security and Exterior Upgrades	$250,406
2022/11	7.36	Steam Plant	Catwalk and Ladder Upgrades	$760,894
2022/12	7.28	Domestic Water	Domestic Waterline Replacement Campus Dr. to Blake Ave.	$1,099,075
2022/13	7.08	Steam Plant	Steam Plant Renovation and Upgrades	$511,727
2022/14	7.04	Chilled Water	McClure Chiller Improvements	$179,552
2022/15	7.04	Chilled Water	SCCP Chiller Replacement and Improvements	$2,392,997
2022/16	7.04	Storm	Storm Water System Improvements	$2,176,806
2022/17	7.04	Sewer	Sanitary Sewer System Improvements	$2,176,806
2022/18	6.92	Chilled Water	NCCP Cooling Tower Improvements	$1,741,097
2022/19	6.68	Domestic Water	Domestic Water Improvements for Central Mall	$598,866
2022/20	6.56	All Systems	KPI Metering Improvements	$1,304,424
2022/21	6.48	Steam Plant	Utility Tunnel General Improvements	$2,829,428
2022/22	6.48	Steam Plant	Utility Tunnel Improvements at 7th Street and Janssen Engineering Building	$381,029
2022/23	6.48	Steam Plant	Utility Tunnel Improvements at Renfrew Hall	$571,412
2022/24	6.00	Chilled Water	SCCP Cooling Tower Improvements	$119,824
2022/27	5.28	Domestic Water	Sheep Farm Water Vault Improvements	$119,951
2022/28	5.28	Storm	Storm Sewer Slip Line Campus Dr. and Blake Ave.	$42,147
2022/29	5.28	Sewer	Sanitary Sewer Slip Line Campus Dr. and Blake Ave.	$145,950
2022/30	5.28	Chilled Water	Thermal Energy Storage Tank Sensor Upgrades	$81,664
PROPOSED CAPITAL IMPROVEMENT COST				$31,413,204

APPENDIX A. Revised Project Sheets for Capital Improvements proposed for Approval

2022/01 PROJECT SHEET

PROJECT NAME: Electrical Improvements at Menard Law

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Electrical

Statement of Work: This project proposes the replacement of the existing 3,500 kVA@13.4 kV transformer located in the basement of the building. This is a well-known problem in the system, where the transformer is far beyond its expected life and ground water issues are present. It is assumed for this project that the existing electric meter in the Menard Law Building (meter ref.: ELM071-0-014) is fully operational.

The proposal includes the replacement of the existing transformer with a new pad-mount dry transformer located outside the building. The need for a larger transformer capacity is not anticipated. Works will include trenching, vault or pad, enclosure, subject to final location and design, and may result in disruption of service during the cutover. Transformer's protection switches are assumed to be replaced.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
10	10	—	—	7	10	8.80

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $32,751.

Additional notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,518,606.

(B) Forecasted annual operations and maintenance costs: $7,500 (Capped O&M Costs).

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it would

2022/01 PROJECT SHEET

improve safety of maintenance personnel due to location and accessibility of equipment both for regular maintenance and emergency access. Street vaults/hand hole have water build up due to ground water leakage. Many have water up to stress cone termination points. Need to be pumped out and assessed for repair or mitigation. Past emergency repair is not in a safe and properly supported condition for 13.2KV service line.

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive, by reducing energy losses due to the new transformer higher efficiency rate.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,512,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: A preliminary estimation is that is around 1% of the annual consumption might be saved (around 11,000 kWh).

2022/02 PROJECT SHEET

PROJECT NAME: Electric Vault Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency.

UTILITY SYSTEM AFFECTED: Electrical

Statement of Work: This project begins with the undertaking of a complete survey of the electrical vaults and switch gear on campus. Many vaults have old equipment that is in a poor condition and are not serviceable. Improvements will include major repairs and full replacements of any damaged vaults, according to the outcome of further analysis. It will also address ground water issues, with the installation of sump pumps and water level sensors (in all vaults with alarms) as needed. These activities may result in temporary service disruption in several buildings. There are 85 known underground vaults on campus and it seems likely that additional vaults may be identified.

The preliminary scope of this Capital Improvement includes the full replacement of 30 of the 85 existing vaults, which will be selected considering its condition and criticality, and are assumed to be critical vaults that need immediate replacement.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
10	10	—	—	7	10	8.80

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $555,304.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $2,610,510.

(B) Forecasted annual operations and maintenance costs: $12,000 (Capped O&M Costs).

(C) Proposed modification to the Recovery Period: None.

2022/02 PROJECT SHEET

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

(E) Proposed schedule: EPC extends through June 2023 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,592,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/03 PROJECT SHEET

PROJECT NAME: Replacement and Installation of New Fire Hydrants

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Domestic Water

Statement of Work: Replace 21 fire hydrants on campus. Project includes engineering, procurement, excavation, connection to water supply loop, and installation and commissioning of new hydrants with thrust blocks and isolation valves as needed. The project also includes painting the new hydrants to match the University of Idaho brand standards. Install 2 new additional hydrants at Menard Law and Graduate Art Studio for increased fire protection and to facilitate system flushing. Water Piping loop alteration and civil works included.

The proposed hydrants specifications are:

- American Flow Manufacturer and model 5 ¼" Waterous Pacer
- ANSI/AWWA C502 Standard compliant

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
10	10	—	—	7	9	8.20

Approach: Development and engineering prior to construction commencement. Works to be scheduled and organized to reduce risks and potential disruption while part of the water supply system is non-operational,

The hydrants to be replaced are the following:

B15-01 B15-02 B15-03 B15-04 B17-04 B18-01 B18-04

C17-06 C18-02 C19-01 C19-02

D17-05 D17-07 D17-08 D18-02 D18-04 D20-01

E19-01 E19-05 E19-06 E20-06

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is

2022/03 PROJECT SHEET

presented for this Capital Improvement:

(A) Total Costs: $413,872.

(B) Forecasted annual operations and maintenance costs: $824 (Capped O&M Cost).

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, (i) age of these hydrants making repairs difficult and expensive, (ii) reliability of functioning hydrants is decreasing, and (iii) additional risk to property if the hydrants fail when its operation is required.

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Engineering												
Construction												

(F) Impact on Sustainability: Reduced water leakage.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $410,741

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Anticipated reduction on domestic water consumption due to reduced water leakage.

2022/04 PROJECT SHEET

PROJECT NAME: Library and Memorial Gym Storm Sewer Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Storm Sewer

Statement of Work: The Library and Memorial Gym storm sewer has had a number of infiltrations and performance issues over the last years. The improvements proposed in the selected section (University Avenue and Academic Mall to Memorial Gym) will range from major repair and restoration of the storm water system to the replacement of some sections of the existing piping.

Highly damaged existing 6", 8", and 12" clay tile lines will be replaced with identical or higher nominal caliber piping. At least, seven manholes will be reconditioned due to visible failures and damage. Additional work, including a survey of the system will be needed to assess the full scope of the works undertaken.

The Capital Improvement includes excavation, demolition, bedding, backfill, and surface restoration.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
6	10	—	—	5.4	10	8.16

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $22,353.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $3,587,071.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

2022/04 PROJECT SHEET

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, (i) in 2019 investigations showed that the line in the project are failing and a concern with a collapse may be imminent with emergency repairs done in 2019, (ii) there is evidence in the Library basement that the Sanitary Sewer is infiltrating the storm water, and (iii) there is also evidence of storm water overflow infiltrating the Memorial Gym.

(E) Proposed schedule: EPC extends through June 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive, due to a reduction in leaked water infiltration.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,564,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/05 PROJECT SHEET

PROJECT NAME: Domestic Water Systems Emergency Generator

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Domestic Water, Sewer, Reclaimed Water

Statement of work: The domestic water wells are not backed up with emergency power as recommended by IDAPA 58.07.08; Small Community Water System. Without backup power the system can only provide a maximum of 14 days of domestic water if the storage tanks are full before the incident. This is inadequate life support for firefighting or dining, housing, and medical treatment of the 9,500 students on campus during an extended.

Installation of a new generator with capacity to support either Well #3 or #4 including transfer switches, panels, circuits, modifications, and controls necessary to a complete and functional system. Project includes engineering, procurement, installation, wiring, connection, and commissioning of a new 600kW emergency generator.

Emergency Generator specifications:

- Manufactures and model: Caterpillar C18 ACERT In-Line 6, 4 cycle diesel. Stand-alone, encapsulated with noise attenuation (technical data annexed at the end of the Project Summary sheet).
- Nominal capacity: 600kW.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	10	—	—	6.2	9	7.88

Approach: Development and engineering prior to construction commencement and subsequent transition.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $2,454,571.

(B) Forecasted annual operations and maintenance costs: $2,004 (Capped O&M Cost).

(C) Proposed modification to the Recovery Period: None.

2022/05 PROJECT SHEET

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Engineering												
Construction												
Transition												

(F) Impact on Sustainability: This solution has a positive impact on sustainability in that the domestic water system supplies the entire campus, including the steam plant and the chiller plants for make-up water. The generator system provides the University the opportunity to mitigate the need to rely on the City of Moscow's municipal water system in a power outage scenario, reducing the replacement costs of water, and insuring the major steam plant has a constant flow of water. This water supply is critical to the steam plant's make-up water needs, ensuring the optimum operating conditions for steam production which reduces inefficient steam plant operation.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,436,004.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Expected annual diesel fuel cost will approximately be $8,556, in addition to fuel delivery fees estimated at $150 per delivery. Total cost estimated at $8,706.

Cat® C18 DIESEL GENERATOR SETS

Standby & Prime: 60Hz



Image shown might not reflect actual configuration

Engine Model	Cat® C18 ACERT™ In-line 6, 4-cycle diesel
Bore x Stroke	145mm x 183mm (5.7in x 7.2in)
Displacement	18.1 L (1106 in³)
Compression Ratio	14.5:1
Aspiration	Turbocharged Air-to-Air Aftercooled
Fuel Injection System	MEUI
Governor	Electronic ADEM™ A4

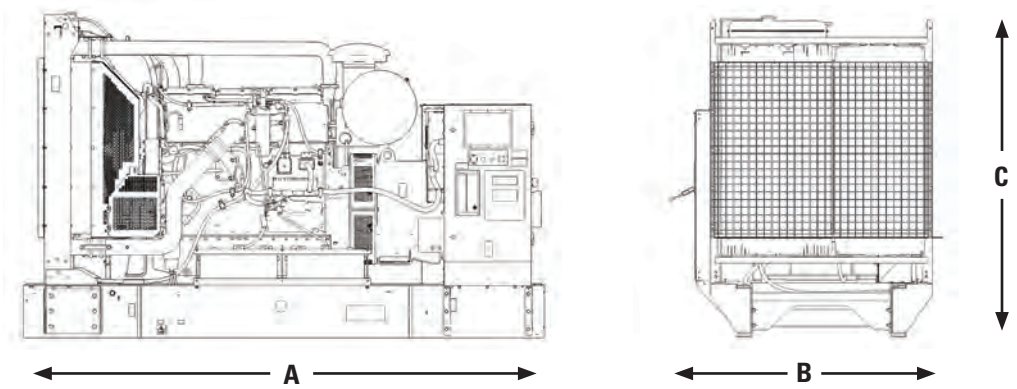
Model	Standby	Prime	Emission Strategy
C18	**600 ekW, 750 kVA**	**545 ekW, 681 kVA**	**TIER II Non-Road**

PACKAGE PERFORMANCE

Performance	Standby	Prime
Frequency	60 Hz	
Genset Power Rating	750 kVA	681 kVA
Genset power rating with fan @ 0.8 power factor	600 ekW	545 ekW
Emissions	TIER II Non-Road	
Performance Number	DM8518-04	DM8522-05
Fuel Consumption		
100% load with fan, L/hr (gal/hr)	161.6 (42.7)	151.1 (39.9)
75% load with fan, L/hr (gal/hr)	129.6 (34.2)	123.6 (32.6)
50% load with fan, L/hr (gal/hr)	91.7 (24.2)	89.2 (23.6)
25% load with fan, L/hr (gal/hr)	46.8 (12.4)	48.7 (12.9)
Cooling System[1]		
Radiator air flow restriction (system), kPa (in. Water)	0.12 (0.48)	0.12 (0.48)
Radiator air flow, m³/min (cfm)	803 (28357)	803 (28357)
Engine coolant capacity, L (gal)	20.8 (5.5)	20.8 (5.5)
Radiator coolant capacity, L (gal)	61 (16)	61 (16)
Total coolant capacity, L (gal)	82 (22)	82 (22)
Inlet Air		
Combustion air inlet flow rate, m³/min (cfm)	47.8 (1687.8)	46.7 (1649.0)
Max. Allowable Combustion Air Inlet Temp, °C (°F)	49 (120)	49 (120)
Exhaust System		
Exhaust stack gas temperature, °C (°F)	534.6 (994.3)	518.2 (964.8)
Exhaust gas flow rate, m³/min (cfm)	135.5 (4784.4)	129.6 (4576.4)
Exhaust system backpressure (maximum allowable) kPa (in. water)	10.0 (40.0)	10.0 (40.0)
Heat Rejection		
Heat rejection to jacket water, kW (Btu/min)	189 (10747)	175 (9953)
Heat rejection to exhaust (total) kW (Btu/min)	634 (36053)	596 (33895)
Heat rejection to aftercooler, kW (Btu/min)	153 (8700)	142 (8076)
Heat rejection to atmosphere from engine, kW (Btu/min)	86 (4902)	83 (4726)

Emissions (Nominal)[2]	Standby		Prime	
NOx, mg/Nm³ (g/hp-hr)	2798.7 (5.8)		2462.2 (5.1)	
CO, mg/Nm³ (g/hp-hr)	225.2 (0.5)		195.1 (0.4)	
HC, mg/Nm³ (g/hp-hr)	3.8 (0.01)		5.0 (0.01)	
PM, mg/Nm³ (g/hp-hr)	13.3 (0.03)		13.1 (0.03)	
Alternator[3]				
Voltages	480V	600V	480V	600V
Motor starting capability @ 30% Voltage Dip	1633 skVA	2023 skVA	1633 skVA	2023 skVA
Current	902 amps	722 amps	819 amps	656 amps
Frame Size	LC7024F	LC7024H	LC7024F	LC7024H
Excitation	AR	AR	AR	AR
Temperature Rise	150 ° C	130 ° C	125 ° C	105 ° C

WEIGHTS & DIMENSIONS



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
3477 (137)	**1628 (64)**	**2102 (83)**	**4431 (9769)**

APPLICABLE CODES AND STANDARDS:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.
Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

PRIME: Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated ekW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year

RATINGS: Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

DEFINITIONS AND CONDITIONS

[1] For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

[2] Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

[3] UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

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LEHE1581-02 (05/20)



Picture shown may not reflect actual configuration

C13/C15/C18
Weather Protective Enclosures

U.S. Sourced
Diesel Generator Set
350-750 kW 60 Hz

Features

Robust/Highly Corrosion Resistant Construction
- Factory installed on skid base
- Environmentally friendly, polyester powder baked paint
- 14 gauge steel
- Interior zinc plated fasteners
- Exterior stainless steel fasteners
- Internally mounted exhaust silencing system
- Designed and tested to comply with UL 2200 Listed generator set package
- Compression door latches providing solid door seal

Excellent Access
- Large cable entry area for installation ease
- Accommodates side mounted single or multiple breakers
- Three doors on both sides
- Vertically hinged allow 180° opening rotation and retention with door stays
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Radiator fill cover

Security and Safety
- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill and battery can only be reached via lockable access
- Externally mounted emergency stop button
- Designed for spreader bar lifting to ensure safety
- Stub-up area is rodent proof

Transportability
These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.

Options
- Caterpillar Yellow or white paint
- UL Listed integral fuel tank with 680, 400, and 300 gallon capacities
- UL Listed sub-base fuel tank with 660, 1000, 1900, and 2200 gallon capacities.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010
- IBC Certification for 150 mph wind loading
- Anchoring details are site specific and are dependent on many factors such as generator set size, weight, and concrete strength. IBC Certification requires that the anchoring system used is reviewed and approved by a professional engineer
- AC/DC lighting package

Weather Protective Enclosure Sound Levels

Model	Standby eKW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m^3/s	cfm	°C	°F	100% Load
C13	350	8.5	18010	54	129	87
	400	8.5	18010	53	127	88
C15	350	10.2	21542	60	151	86
	400	10.2	21542	58	136	86
	450	10.2	21542	53	127	87
	500	12.7	26910	55	131	87
C18	550	9.1	17234	52	126	86
	600	9.1	17234	50	122	87
	650	12.7	26909	46	114	87
	700	12.7	26909	46	114	87
	750	12.7	26909	46	114	87

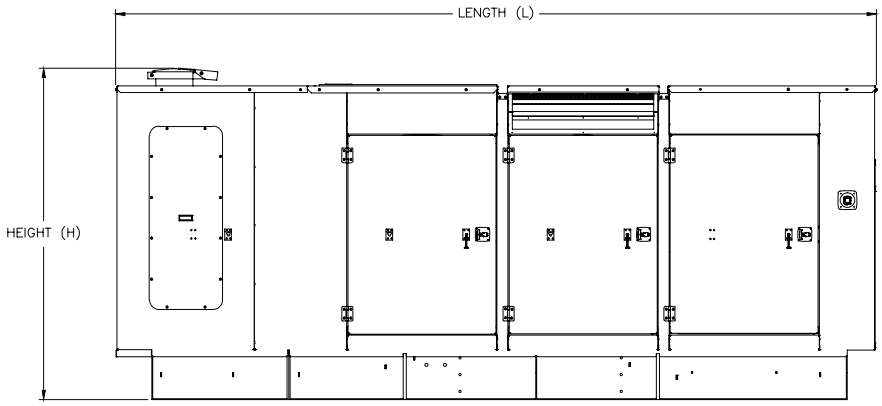
*Cooling system performance at sea level. Consult your Cat® dealer for site specific ambient and altitude capabilities.

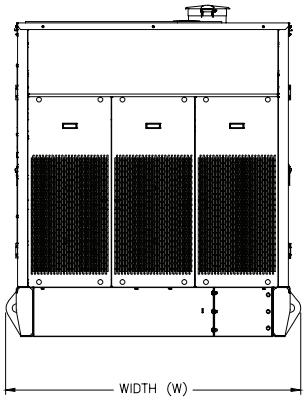
Note: Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions.

Component Weights to Calculate Package Weight

Model	Standby eKW	Narrow Skid Base		Wide Skid Base		Weather Protective Enclosure	
		kg	lb	kg	lb	kg	lb
C13	350	253	578	579	1276	1166	2570
	400						
C15	350	273	602	563	1241	1166	2570
	400						
	450						
	500						
C18	550	301	664	563	1241	1222	2693
	600						
	650	286	630	637	1404	1273	2806
	700						
	750						

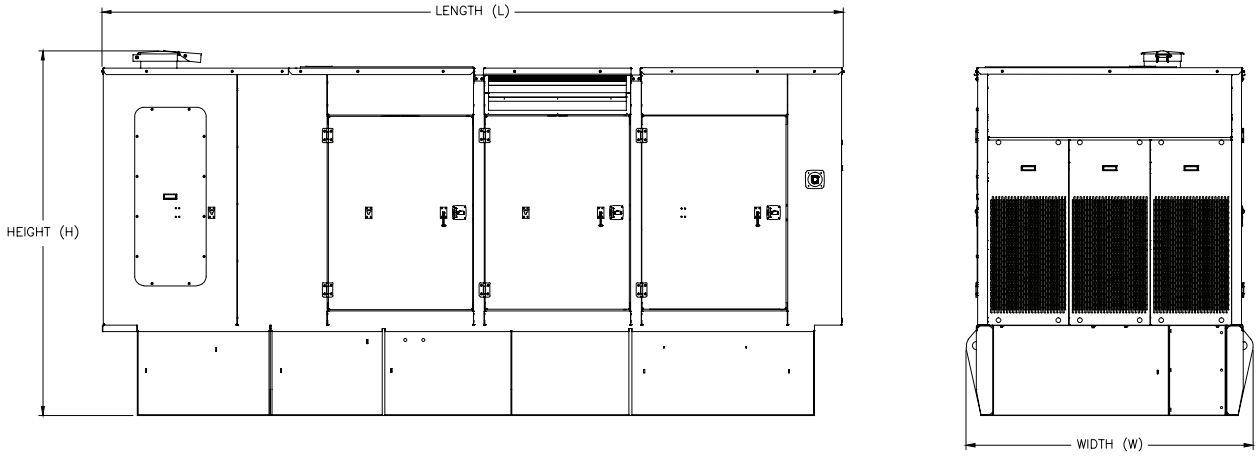
Weather Protective Enclosure Dimensions on Skid Base





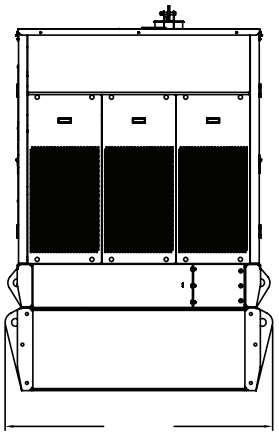
Model	Standby eKW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	4948	194.8	2014	79.3	2320	91.3
	400						
C15	350	4948	194.8	2014	79.3	2320	91.3
	400						
	450						
	500						
C18	550	5183	204.0	2014	79.3	2320	91.3
	600						
	650	5230	205.9	2315	91.1	2553	88.7
	700						
	750						

Weather Protective Enclosure Dimensions on a UL Listed Integral Fuel Tank Base



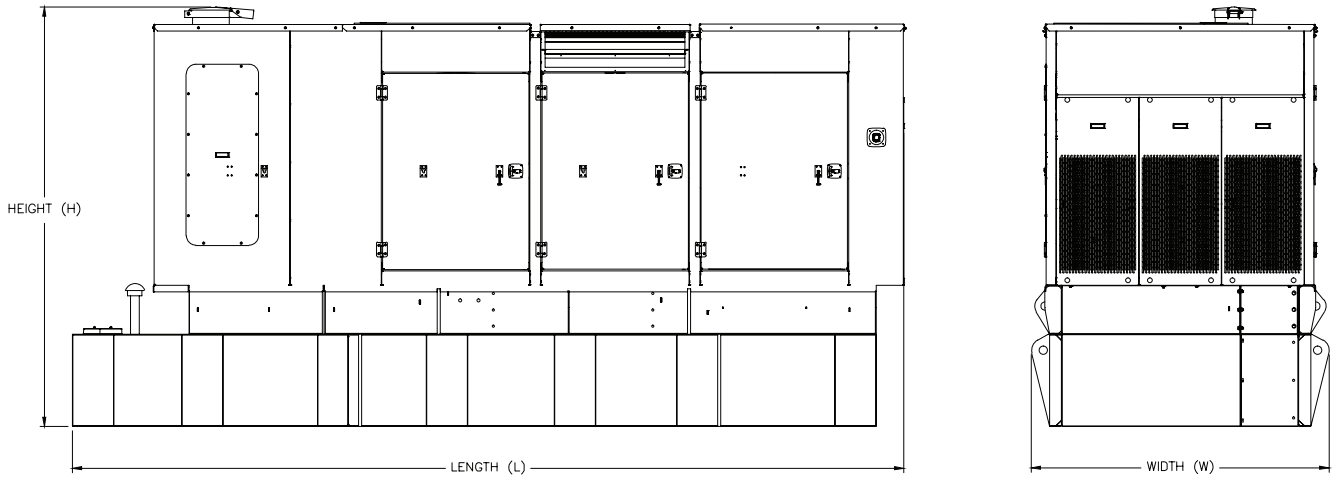
Model	Standby eKW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	5461	215.0	2014	79.3	2743	108.0
	400						
C15	350	4948	194.8	2014	79.3	2619	103.0
	400						
	450						
	500						
C18	550	5183	204.2	2014	79.3	2561	101.0
	600						
	650	6977	274.7	2315	91.9	2675	105.3
	700						
	750						

Weather Protective Enclosure Dimensions on a UL Listed 660 Gallon Sub-Base Fuel Tank Base



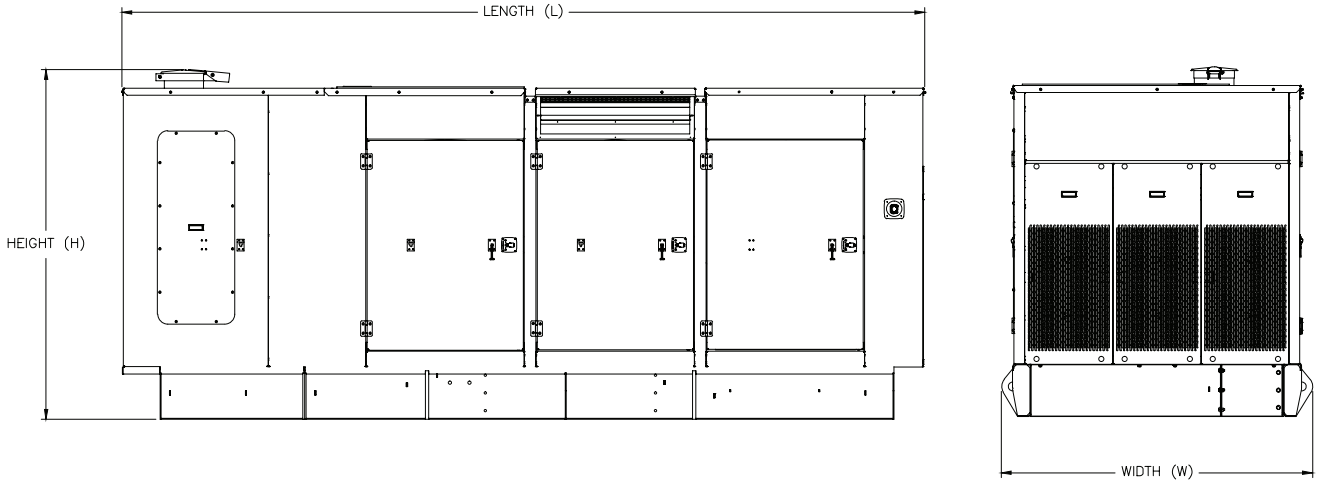
Model	Standby eKW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	4948	194.8	2056	80.9	2955	116.3
	400						
C15	350	4948	194.8	2056	80.9	2955	116.3
	400						
	450						
	500						
C18	550	5184	204.1	2056	80.9	2897	114.1
	600						

Weather Protective Enclosure Dimensions on a UL Listed 1000 Gallon Sub-Base Fuel Tank Base



Model	Standby eKW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	5751	226.4	2056	80.9	2955	116.3
	400						
C15	350	5751	226.4	2056	80.9	2955	116.3
	400						
	450						
	500						
C18	550	5747	226.3	2056	80.9	2897	114.1
	600						

Weather Protective Enclosure Dimensions on a UL Listed 1900 and 2200 Gallon Sub-Base Fuel Tank Base



Model	Standby eKW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	6382	251.2	2056	80.9	3209	126.3
	400						
C15	350	6382	251.2	2056	80.9	3209	126.3
	400						
	450						
	500						
C18	550	7271	286.2	2056	80.9	3151	124.1
	600						

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LEHE0466-05 (06/20)

2022/06 PROJECT SHEET

PROJECT NAME: Sewer Slip Line Memorial Gym to Library

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Sanitary Sewer

Statement of Work: Develop and slip line the existing sanitary sewer line from the Memorial Gym to the Library. Project estimates repairs of lengths of 60' of 10", 60' of 8", and 100' of 6".

During Fiscal Year 2019 investigations revealed that the storm water and sanitary sewer lines in the project area are in a state of disrepair with evidence of high probability of failure in the short term. Additional evidence was discovered in the basement of the library with infiltrated sanitary sewer effluent. Emergency storm system repairs were completed in 2019 however more work is needed to prevent further failures. At this time the slip line approach is the least cost solution until a major replacement is undertaken. Work will include excavation, demolition, bedding, backfill, surface restoration, connection hardware and sealing within manholes. Please refer to a sketch at the end of this summary.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	10	—	—	6.2	9	7.88

Approach: Development and engineering prior to construction commencement and subsequent transition. Work to be scheduled and organized to reduce risks and potential disruption while part of the system is non-operational.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $138,189.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, (i) the

2022/06 PROJECT SHEET

clay lines are beyond the life expectancy with the risk of collapse, (ii) slip lining would be the least invasive solution if the existing clay tiles are not so damaged or blocked with broken tiles, (iii) if there are failures of the existing system, another design solution will need to be developed, and (iv) the location is in a sensitive part of Campus, with students and activities. Construction will be organized to minimize the impact to campus operations.

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Engineering												
Construction												

(F) Impact on Sustainability: Reduced sewage leaks.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $137,144

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

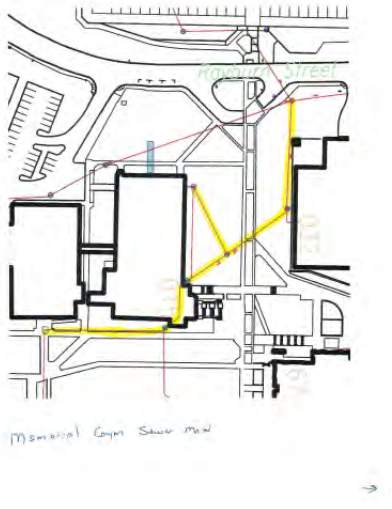


Figure 1. Sewer Slip Line Library to Memorial Gym

2022/07 PROJECT SHEET

PROJECT NAME: Replacement and upgrade of 6” Jordan PRV

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Steam Plant, Electrical Turbines

Statement of Work: There is known performance issues of the existing pressure regulation valve (PRV) design and function for the steam system. This project will replace the piloted 6" Jordan PRV with two smaller parallel (likely 2”, subject to final scope) electronic PRVs. These new PRVs will be integrated into the controls of the micro-turbines for the purpose of bypassing steam flow around the turbines and on to campus for flows that are not in the ranges of the various turbine combinations. These PRVs would also work with the 8" PRV for those times when the turbines are bypassed.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	9	6	—	7.1	8	7.64

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $26,752.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $76,089.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: N/A

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, this system will be considered as impactful to the reliable operation of the new turbine project at the steam plant. Impacts to the turbine project must be considered.

2022/07 PROJECT SHEET

(E) Proposed schedule: EPC extends through June 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $75,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/08 PROJECT SHEET

PROJECT NAME: Hot Lime Softener PRV Stations Upgrade

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency, Operational Efficiency

UTILITY SYSTEM AFFECTED: Steam Plant and Loops

Statement of Work: In the process of softening water, steam is used. Current PRVs that decrease pressure of steam have failed and may not be sized properly for efficient operations. The scope of this Capital Improvement includes the replacement and upgrade (subject to the outcome of the additional work) of the hot lime softener PRV stations. Additional ancillary elements may have to be replaced.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	8	6	—	6.8	8	7.52

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $28,949.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: Study: $190,536.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

(E) Proposed schedule: EPC extends through September 2022 (included).

2022/08 PROJECT SHEET

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $189,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/09 PROJECT SHEET

PROJECT NAME: Boilers System Valves Upgrade

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency, Operational Efficiency

UTILITY SYSTEM AFFECTED: Steam Plant, Steam loops

Statement of Work: Internal inspection of the Steam Drum has not occurred in the past 7 years because of the stop-check and main header valves are leaking steam and causing the steam drum to be inaccessible for even a short period of time. This puts the entire boiler system at risk as there is no safe way to evaluate the condition of the piping in the steam drum of every boiler. Insurance liability could also be affected as access to the steam drum for internal inspections is an operational requirement.

Proper steam isolation is essential for safety during maintenance of the steam loop, maintenance of the valves, and internal inspection of the boilers. To tackle this problem, 19 valves will be replaced with high quality steam valves, with the main header valves for each boiler being installed a in a double block and bleed arrangement following code requirements. The valves on the main steam loop will be 8" and 10" high quality domestic high pressure steam isolation valves. An additional 10" isolation valve to isolate 'A' boiler is also considered as part of the scope. There may be additional piping, or ancillary components that are also part of the project scope.

During the temporary shutdown of the steam plant, additional testing and evaluations are anticipated to occur, including (i) Eddy current tests on all four boilers to determine water tube integrity and thickness, (ii) inspection of the air pre-heater tubes on 'A' Boiler to determine useful life.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	8	5	—	6.6	8	7.44

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $297,000.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

2022/09 PROJECT SHEET

(A) Total Costs: $2,939,705

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, this system needs to be developed and scope defined to configure appropriate amount of engineering and equivalent/replacement parts analysis. Due to the age of the steam plant, future parts compatibility needs to be confirmed.

(E) Proposed Schedule: EPC extends through September 2022 (included). Plant shutdown tentatively scheduled for July 2022.

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,916,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/10 PROJECT SHEET

PROJECT NAME: Steam Plant Security and Exterior Upgrades

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Steam Plant, Steam system

Statement of Work: The exterior of the Energy Plant has been neglected for several years and is in a general state of disrepair. Most doors at the Energy Plant are not locked or monitored, creating a security and safety issue.

Install "card-key" access and new doors at all exterior entrances of the Energy Plant. Replace the exterior door to the motor control center shed for the wood boiler. Install other systems/equipment as necessary to fully secure building doors and provide safety to operators and utility assets.

Proposed new equipment:

- 8 newly installed exterior doors
- Control Access System with 8 points of control
- 8 Access card locks
- Supply of 100 PROX III proximity fobs
- (1) new Overhead Door Co, roll up door and hardware (see attached PDF files)

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
10	8	—	—	6.4	8	7.36

Approach: Development and engineering prior to construction commencement and subsequent transition.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $250,406.

(B) Forecasted annual operations and maintenance costs: $1,260 (Capped O&M Costs).

2022/10 PROJECT SHEET

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Engineering												
Construction												
Transition												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $248,512

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

Manufacturer, Part/Number	Description	Quantity
DSX 1048 Package, NVMC	8 Door Controller NV Master	1
WinStart WinDSX	Operating Software, Docs	1
MultiClass 920P	HID Proximity Reader, 4”	8
Prox Key III	Key Fob	100
DSX LAN	Network Interface	1

Figure 1. Card Key Door Control System Information

2022/10 PROJECT SHEET

	Item	Qty
1	**610.RD 5'4" x 6'7" Opening**	1
	Mounting:	Right: Steel, Face Mount E Guide; Left: Steel, Face Mount E Guide; Lintel - Steel, Header - Steel
	Curtain:	Windload - 20 PSF, C187, Steel, Gray, Primed, 22 gauge, Interior Mtd Above Lintel, Alternate Endlock
	Operation:	Front Of Hood, Right Hand
	Operator:	RSX - Standard Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Jackshaft Release, No Entrapment (Constant Contact), Brake, Receiver,Built-In,Std
	Bottom Bar:	Extruded 'T', Aluminum, Mill Finish, Astragal
	Guide:	Steel, Powder Coat-Black, Bellmouth Entry
	Hood:	Round, Steel, Gray, Primed, Drive Side
	Bracket:	Steel, Powder Coat-Black
	Misc:	ReadyPak

Figure 2. 610 Rolling Steel Door Brochure and Specifications

610/620 ROLLING SERVICE DOORS

HEAVY-DUTY ROLLING SERVICE DOOR



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VERSATILITY.
GOOD LOOKS.

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ATTACHMENT 2



Standard features at a glance

Max standard width	30'4" (9246 mm)
Max standard height	28'4" (8636 mm)
Curtain	22 ga. galvanized steel up to 15'4" (4674 mm) wide 20 ga. galvanized steel over 18'4" to 25'4" (5588 -7722 mm) wide 18 ga. galvanized steel over 25'4" to 30'4" (7722-9245 mm) wide
Slat profile	Curved, type C-187 or C-275 (Model 610); Flat, type F-265 (Model 620)
Finish	Gray, Tan, Brown or White
Hood	24 ga. galvanized steel
Wind load	20 psf
Standard mounting	Face-of-wall
Operation	Manual push-up up to 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm) Chain hoist over 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm)
Standard spring	20,000 cycle
Weatherseals	Bottom bar astragal Guide weatherseals and hood baffle (Model 620)
Guides	Three structural steel angles; PowderGuard® weathered finish with black powder coat
Bottom bar	Extruded aluminum w/weatherseal to 15'4" (4674 mm) Back-to-back steel angles w/weatherseal > 15'4" (>4674 mm)
Lock	Interior slide bolt on push-up Padlockable chain keeper on chain hoist
Warranty	24-month limited; 3 years/20,000 cycles limited on Overhead Door door and operator system**

Options

- Electric operator (RHX®, RSX®, RMX®) or crank operation
- Bottom sensing edge, sloping bottom bar
- Galvanized steel bottom bar angles and guides
- Between-jamb mounting
- Stainless steel or aluminum slats
- High-usage package
- High-wind load option (FBC, TDI, DADE)*
- Cylinder lock
- Exhaust ports
- Flat slat profile option F-265 and C-600 heavy-duty 6" curved slat (Model 610)
- Perforated 18-gauge steel slats with 1/16" (2 mm) diameter holes on 1/16" (2 mm) centers
- Fenestrated slats with uniformly spaced openings of 5/8" x 3" (16 mm x 76 mm) or 1" x 10" (25.4 mm x 254 mm) on F265 slat only
- PowderGuard® Premium powder coat paint finish in 197 standard colors, or color-matched to specification
- PowderGuard® Zinc and PowderGuard® Weathered finishes
- Special application doors:
  - Oversized doors to 1500 ft². (139.4 m²)
  - Combination doors with grilles and/or with full or partial standard, perforated or fenestrated slats
  - Spark-resistant doors, craneway doors, pass doors

Cover image: *Model 610, perforation on top 2/3, bottom 1/3 solid, custom finish*

Image above: *Stormtite™, Model 620, finish in Brown*

* FBC – Florida Building Code; TDI – Texas Department of Insurance; DADE – Miami-Dade Building Code Compliance Office
** When purchased together

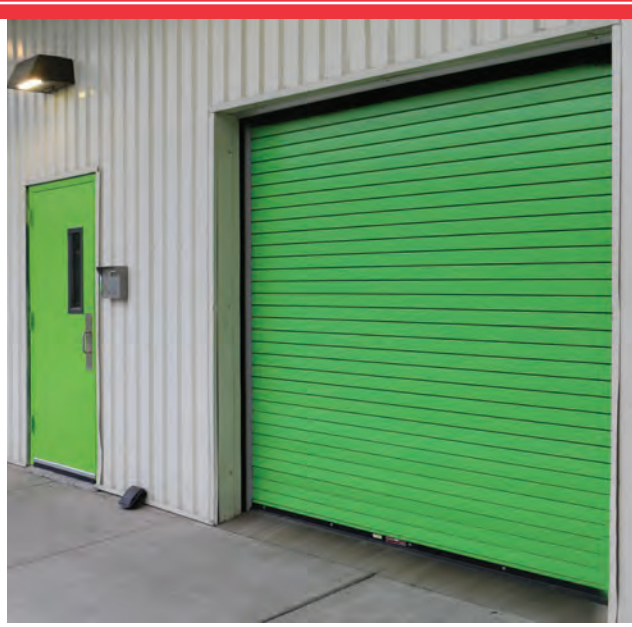
INFORMATIONAL - BAHR

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ATTACHMENT 2

Door that is are strong, durable, handsome and versatile

Model 610 – the best selling door of our line. Stormtite™ Model 620 is an ideal choice for keeping climate-controlled air in and the elements out. Available to fit openings up to 30'4"x 28'4" (9246 mm x 8636 mm), these doors are fabricated of 18- to 24-gauge galvanized steel (depending upon door width), and can withstand wind loads up to 20 psf. Interlocking slats with endlocks ensure a tight fit while minimizing lateral movement.

Design versatility is afforded by a wide array of options, including a selection of slat profiles; curtain materials, finishes and colors; electric operation, and special features for unique applications. Each of our rolling service doors is configured for precise fitting of components, simpler installation, lower maintenance costs and trouble-free operation for life. The result is a door tough enough to perform exceptionally well in demanding industrial environments – and attractive enough to meet exacting aesthetic requirements.

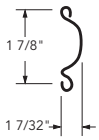


Model 620, custom finish

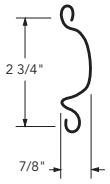
Slat profiles

Model 610

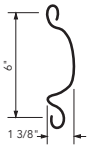
C-187 Slat



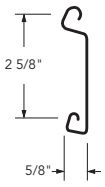
C-275 Slat



C-600 Slat

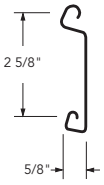


F-265 Slat, FE-265 Slat



Model 620

F-265 Slat, FE-265 Slat



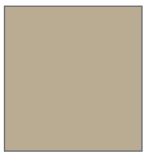
Finish options

	Finish details
Standard polyester base coat	Two-coat system with polyester based top coat.
PowderGuard® Premium powder coat	Weather resistant polyester powder coat available in 197 colors; custom color match and EZ Clean treatment options available.
PowderGuard® Zinc finish	Zinc enriched powder coat provides excellent corrosion protection that outperforms both hot dipped and cold galvanized steel. Color selection from 197 powder coat colors; custom color match also available.
PowderGuard® Weathered finish	Industrial textured powder coat provides a thicker, more scratch resistant coat for added product protection.



Colors


Gray


Tan


Brown


White

Actual colors may vary from brochure due to fluctuations in the printing process. Always request a color sample from your Overhead Door Distributor for accurate color matching.



Model 610, perforated steel slat, PowderGuard® Weathered finish in Iron



Architect's Corner

A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.

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2022/11 PROJECT SHEET

PROJECT NAME: Catwalk and Ladder Upgrades

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Steam Plant, Steam System

Statement of Work: All existing catwalks and ladders will be upgraded throughout the steam plant to allow proper and safe maintenance of the system, ensuring compliance of safety codes. This Capital Improvement estimates that 35% will need to be fully replaced.

These are some examples of the current physical condition and some of the upgrades to be performed:

- Woodchip Silo platform is pieced together and does not meet safety code.
- Woodchip ships ladders need to be secured and allow access to UES employees only.
- Ladder to platform does not have proper fall protection.
- Ladder system on boiler exhaust needs to be removed.
- Install steps on each side of the AHU pipes with platforms and handrails.
- Install cages on all multi-level ladders.
- Install ladders with higher handrails.
- Install handrails at all points of unprotected steep steps.
- Mid-rail and top-rail around boilers are not compliant, entire area needs to have code approved platform.

Additionally, proper access to the boiler's economizers will be added. The additional work will fully identify which structures are in critical condition and in need of replacement as well as the most appropriate solution for these items.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
10	3	—	—	4.9	9	7.36

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $23,377.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

2022/11 PROJECT SHEET

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $760,894.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

(E) Proposed schedule: EPC extends through June 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $756,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/12 PROJECT SHEET

PROJECT NAME: Domestic Waterline Replacement Campus Dr. to Blake Ave.

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Domestic Water

Statement of Work: This Capital Improvement covers the replacement of the domestic waterline from Campus Dr. to Blake Ave. This is some of the oldest waterline on campus and is at the end of its life. The length is approximately 550 feet. Work will include excavation, demolition, bedding, backfill, surface and landscape restoration, valves, ties, taps, tees, and thrust blocks. Additionally, controls will be updated.

The project also includes the required elements for future connections and system growth, and the necessary chlorination sampling and testing, to guarantee the safety of the system after being brought on-line.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	10	—	—	6.2	8	7.28

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $12,460.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $1,099,075.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, (i) the existing 6" line is constructed of universal pipe which is well beyond its life expectancy, (ii) failure of this line would

2022/12 PROJECT SHEET

create unexpected outages, fire risk, and potential flooding if failure, and (iii) this is a sensitive area of campus with the Camperdown Tree line.

(E) Proposed schedule: EPC extends through September 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive, due to the reduction in water leaks.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,090,800.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/13 PROJECT SHEET

PROJECT NAME: Steam Plant Renovation and Upgrades

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Steam Plant

Statement of Work: The steam plant system is near the end of its useful life and needs to be accessed in order to deliver the campus steam needs reliably and responsibly.

To extend the useful life of the asset, several renovations are needed, including the bearings, conveyors, and hydraulic rams in the truck dump system. Similarly, a replacement of the carrier absorber tank, and a complete overhaul of the silo sweep will be performed, including the auger motor, the gearbox, and other ancillary items, will be included as part of this Capital Improvement.

These systems are critical to the safe operation of the steam plant and are structural to meet the meet the safety and fire regulations.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	8	6	4	7.2	7	7.08

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $28,954.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $511,727.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, no

2022/13 PROJECT SHEET

destructive testing is anticipated, however due to the age of equipment the disassembly and reassembly may cause unanticipated damage to failing equipment.

(E) Proposed schedule: EPC extends through September 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $507,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/14 PROJECT SHEET

PROJECT NAME: McClure Chiller Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency, Operational Efficiency

UTILITY SYSTEM AFFECTED: Chilled Water

Statement of Work: The existing McClure chiller (350-ton Carrier model) has been in service since 1995 and has not been serviced since 2013. The unit is in need of a major overhaul, and additional work needs to be conducted to define next steps. This is the only chiller capable of running in the winter (no redundancy) and should it fail all critical cooling loads are at risk.

As part of the overhaul the following elements will be replaced, bearings, coils, damaged expansion valves, control elements, refrigerant R-134A (including removal and disposal), and any other component that might be needed to extend the chiller's useful life. Installation of a new electrical meter is also included.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
5	8	6	—	5.6	8	7.04

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $26,752.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $179,552.

(B) Forecasted annual operations and maintenance costs: $3,000 (Capped O&M Costs).

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, this

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assumes no other causes or problems with the system, and normal wear and tear is the reason for replacement.

(E) Proposed schedule: EPC extends through September 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive, electrical consumption is expected to be reduced.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $178,200.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: A reduction of 5-10% in the consumption of electricity is expected.

2022/15 PROJECT SHEET

PROJECT NAME: SCCP Chiller Replacement and Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Resiliency

UTILITY SYSTEM AFFECTED: Chilled Water

Statement of Work: The goal of this project is to ensure that the provision of chilled water meets the campus needs at all times. One of the existing 500-ton SmardT chillers will be dismantled and substituted with a new electrically-driven chiller of equal or greater capacity at the SCCP. The new chiller will use an environmentally friendly refrigerant.

This Capital Improvement includes the demolition, waste management of the old chiller, and the transportation, installation, and commissioning of the new chiller. The installation of new electrical meters is included for each of the chillers. Other ancillary systems may be replaced for this work.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
5	8	6	—	5.6	8	7.04

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $32,383.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $2,392,997.

(B) Forecasted annual operations and maintenance costs: $5,000 (Capped O&M Costs).

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

(E) Proposed schedule: EPC extends through November 2022 (included).

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	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive, due to the better electrical efficiency of the new equipment versus the replaced one. Additionally, the new refrigerant will be more environmentally friendly than the existing one.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,376,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: A reduction of 5-10% in the consumption of electricity is expected.

2022/16 PROJECT SHEET

PROJECT NAME: Storm Water System Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Storm Sewer

Statement of Work: Due to capacity constraints, much of the storm sewer system is unable to function properly during certain storm events, causing surface flooding and deterioration to manholes and catch basins. As part of the additional work, 2,000 feet of the most critical part of the storm water system that have known problems and perform improvements is going to be surveyed including checked with camera. Prior to the assessment, the system will be jet-cleaned.

As part of this Capital Improvement, 50% of the total length of the assessed system (the section identified to be in the worst condition) will be replaced, including major repairs or full replacements of failing storm catch basins and manholes across campus. Works will also include the excavation, demolition, bedding, backfill, surface restoration, and any other items needed for a complete and functional system. Other adjacent piping systems could be impacted.

The final solution and scope will vary depending on the results of the additional work and based on the conditions found, with works ranging from a complete replacement to slip-lining.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	8	—	—	5.6	8	7.04

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $376,179.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $2,176,806.

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(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, there is also evidence of storm water overflow infiltrating the Memorial Gym.

(E) Proposed schedule: EPC extends through September 2023 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive, due to the decrease in leaks and infiltrations.

(G) Anticipated tax credits or other benefits: No tax credits or other befits have been identified.

(H) Fee or charge payable to the Operator: $2,160,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/17 PROJECT SHEET

PROJECT NAME: Sanitary Sewer System Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Sanitary Sewer

Statement of Work: Improvements to the sanitary sewer system are needed to increase the system's reliability and functionality. The sanitary sewer system has many sections that are far beyond their useful life. To address this situation, 2,000 feet of the most critical sections of the sanitary sewer system which have had poor performance and caused problems in past years will be investigated. As part of the additional work, these pipes will be jet-cleaned, and assessed via video camera, including the catch basins, the manholes' integrity, and the creation of a pipe material catalog with a condition report.

As part of the Capital Improvement, 50% of the total length of the surveyed system (that identified to be in worst conditions) will be replaced. Works will also include excavation, demolition, bedding, backfill, surface restoration, and any other items needed for a complete and functional system. Other adjacent piping systems could be impacted.

The final solution and scope will vary depending on the results of the additional work and based on the conditions found, with works ranging from a complete replacement to slip-lining.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	8	—	—	5.6	8	7.04

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $376,179.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $2,176,806.

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(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See Previous Narratives. It assumes broken pipe pieces and debris. Tree roots and human solid waste blockages have been found historically in this system on campus. High likelihood of COVID-19 contamination risk.

(E) Proposed schedule: EPC extends through September 2023 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Reduction in sewage water leaks and infiltration. Reduction in sewage system clogs.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,160,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/18 PROJECT SHEET

PROJECT NAME: NCCP Cooling Tower Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Resiliency

UTILITY SYSTEM AFFECTED: North Campus Chiller Plant

Statement of Work: This Capital Improvement is needed to ensure a reliable and steady chilled water supply to serve all campus' needs. Arup's Condition Assessment Report already indicates that the NCCP cooling towers #1 and #3 are far passed its expected useful life and are in a terminal condition. The proposed additional work includes a thorough analysis to identify any major repairs and improvements in the plant's cooling towers.

Subject to the analysis and the outcome of the additional work, it is anticipated that the scope include a full replacement of the cooling tower in worst condition and other major repairs in the remaining towers. A common header is also considered for all towers with an indoor basin, to allow for enhanced performance in cold weather. Secondary pumps will also be rebuilt or resized for the new flows. Other ancillary systems will be impacted with this work. New metering devices for both electricity and water for each tower affected are considered as part of the scope.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
4	7	6	—	5.3	8	6.92

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $32,952.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $1,741,097.

(B) Forecasted annual operations and maintenance costs: $10,000 (Capped O&M Costs).

(C) Proposed modification to the Recovery Period: None.

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(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, had been detected flow and temperature issues. Equipment at end of life. Tower design is outdated, causing poor performance and low efficiency. Secondary pumps are poorly designed for current needs and pump curves do not meet current flow needs. These issues reduce NCCP's ability to meet peak cooling demands, risking critical cooling loads such as IT servers and research.

(E) Proposed Schedule: EPC extends through August 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive. A reduction in water and electricity consumption is expected due to enhanced CT System efficiency. More environmentally friendly chemicals will be used.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,728,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: A reduction of 10% in water and electricity consumption is expected due to enhanced CT System efficiency. This cannot be quantified due to the lack of metering devices.

2022/19 PROJECT SHEET

PROJECT NAME: Domestic Water Improvements for Central Mall

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Domestic Water

Statement of Work: This Capital Improvement will address known failures and poor performance due to the aged systems involved.

Subject to the additional work, a complete replacement of the domestic water line of approximately 600 feet, running from the SE side of the Renfrew Hall to SE of the Agricultural Science Bldg. The new pipe will be 6" PVC instead of the existing 4" galvanized line. Works will include excavation, demolition, bedding, backfill, surface and landscape restoration, valves, ties, taps, tees, and thrust blocks. The required elements that would allow for future connections and system growth, as well as the necessary chlorination sampling, and testing to ensure the safety of the system are also included. In addition, system controls might need to be updated. Other systems might be impacted.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
8	10	—	—	6.2	7	6.68

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $15,207.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $598,866.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, (i) the

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existing 4" galvanized pipeline has deteriorated beyond repair, (ii) collapses and failures have occurred in 2017, and (iii) this new line will improve the reliability and functionality of the water loop in this area.

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Positive, due to the reduction in water leaks.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $594,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

2022/20 PROJECT SHEET

PROJECT NAME: KPI Metering Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Resiliency

UTILITY SYSTEM AFFECTED: All Utility Systems

Statement of Work: This Capital Improvement seeks to obtain accurate information and allow the Concessionaire to submit KPI reports as required. It is currently not possible to provide complete information due to extensive damages in the existing network of meters. The meters referenced in the table below do not exist.

Utility System	Meter Site	Meter Site Type	UOM	Used for App G Reporting (Y/N)
UIDW	UI-DW-WELL1	PROD	CU FT	Yes
UIDW	UI-DW-WELL2	PROD	CU FT	Yes
UIIRRIGATION	UI-IRRIGATION-PUMP1	PROD	CU FT	Yes
UIIRRIGATION	UI-IRRIGATION-PUMP2	PROD	CU FT	Yes
UIELEC	SEL735-EAST-FEED	CONSUMP	KWH	Yes
UIELEC	SEL735-WEST-FEED	CONSUMP	KWH	Yes
Reclaimed		CONSUMP	GPM	Yes
UIELEC	ELM080-0-011	CONSUMP	KWH	Yes
UIELEC	ELM081-0-011	CONSUMP	KWH	Yes
UISTEAM	CNM065-0-NCCP	CONSUMP	LBS	Yes
UISTEAM	UI-BOILER1	PROD	LBS	Yes
UISTEAM	UI-BOILER2	PROD	LBS	Yes
UISTEAM	UI-BOILER3	PROD	LBS	Yes
UISTEAM	UI-BOILER4	PROD	LBS	Yes
UIDW	DWF018-0-011	CONSUMP	CU FT	Yes
UIDW	DWF026-0-NCCP	CONSUMP	CU FT	Yes
UICW	CWP002-0-NCCP	PROD	TON	Yes
UICW	CWP003-0-NCCP	PROD	TON	Yes
AELEC	E1024304-070	CONSUMP	KWH	Yes
AELEC	E1024306-089	CONSUMP	KWH	Yes
UIELEC	ELM112-0-144	CONSUMP	KWH	Yes
UIDW	DWF071-S3-749	CONSUMP	CU FT	Yes
UICW	748-SCCP-CH1 Tonnage	PROD	TON	Yes
UICW	748-SCCP-CH2 Tonnage	PROD	TON	Yes
UICW	SCCP CH3 CT3, CH-3 Tonnage Calc'd	PROD	TON	Yes

The scope of this Capital Improvement focuses only on the meters that are necessary to prepare KPI reports in the systems identified below.

Utility System	Type	Location in Schedule 2	Intent of Monitoring Point	KPI? (Y/N)	Cap Ex required?
UICW	Temperature	Part III, Section 1a	Chilled Water supply temperature	Yes	Yes
Steam	Pressure	Part IV, Section 1b	Steam distribution pressure	Yes	Yes
Electric	Electric	Part V, Section 3d	Electronic Power metering	Yes	Yes
UIDW	Pressure	Part VI, Section 2b/Section 7d	Max Pressure at services	Yes	Yes
UIDW	Flow	Part VI, Section 5b	Water system losses	Yes	Yes
Utility SCADA	consumption	Part VIII, Section 3e	All meters connected to Utility Network	Yes	Yes
Reclaimed	Flow	Part XI, Section 1d	Reclaimed water system losses	Yes	Yes
Reclaimed	Pressure	Part XI, Section 2b	Pressure at all services	Yes	Yes

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The meters will be checked, substituted with new units, and newly installed (for those missing). The scope currently assumes meter replacements for at least 50% of the meters inspected. The selection and installation will be done considering their future integration in a control system. All associated mechanical and civil works are also included.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
2	5	2	2	2.9	9	6.56

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $183,600.

Additional notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $1,304,424.

(B) Forecasted annual operations and maintenance costs: $30,000 (Capped O&M Cost).

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, the study will consider (i) existing metering/monitoring documentation found/made available at the time of this proposal, (ii) controls and monitoring hardware/software systems, and (iii) historical operational and reporting documentation.

(E) Proposed Schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: There are expected sustainability improvements as systems are monitored and optimized.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

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(H) Fee or charge payable to the Operator: $1,296,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: There are expected energy savings as monitoring systems inform operational optimization. These amount cannot be quantified due to the lack of precise metering.

2022/21 PROJECT SHEET

PROJECT NAME: Utility Tunnel General Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Chilled Water, Compressed Air, Steam Loop

Statement of Work: Tunnel sections in the Utility System are up to 108 years old and some have partially collapsed showing extensive signs of failure, providing unsafe conditions for personnel access and circulation of pedestrians and vehicles over the tunnel structures.

As part of the additional work associated to this Capital Improvement, a complete visual structural investigation of 2,500 ft of tunnel will be conducted, including core sampling of concrete walls and an engineering analysis of the utility tunnel network. Subject to the results, the project will include the major repair of a maximum length of 1,250 ft, covering the sections that are identified to be in the worst condition. The scope of this Capital Improvement will exclude any repairing in piping, cables, or any system inside those sections.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
9	7	—	—	5.7	7	6.48

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $81,530.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $2,829,428.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

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(E) Proposed schedule: EPC extends through September 2024 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,808,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

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PROJECT NAME: Utility Tunnel Improvements at 7th Street and Janssen Engineering Building

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Steam, Water, Chilled Water, Compressed Air

Statement of Work: The tunnel section at 7th Street and Janssen Engineering Building (JEB) is a known location of structural failure. The length of this section is 40 ft in length. The tunnel lid and walls are crumbling and collapsing with ground water intrusions. A collapse would put at risk all the utilities that pass through this section of tunnel (steam, chilled water, compressed air). The tunnel also acts as the sidewalk for pedestrians and runs under the road at the intersection, posing a life safety risk. This section is approximately 72 years old.

The scope of the Capital Improvement includes a major repair of this tunnel section. Any repairing in piping, cables or any system inside this section is not excluded. The additional work will provide further definition and characteristics of the activities to be included in this major repair.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
9	7	—	—	5.7	7	6.48

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $34,448.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $381,029.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

2022/22 PROJECT SHEET

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. Destructive testing is not anticipated to develop this project, however potential damage resulting from inspections is not contemplated in this proposal.

(E) Proposed schedule: EPC extends through September 2022 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $378,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

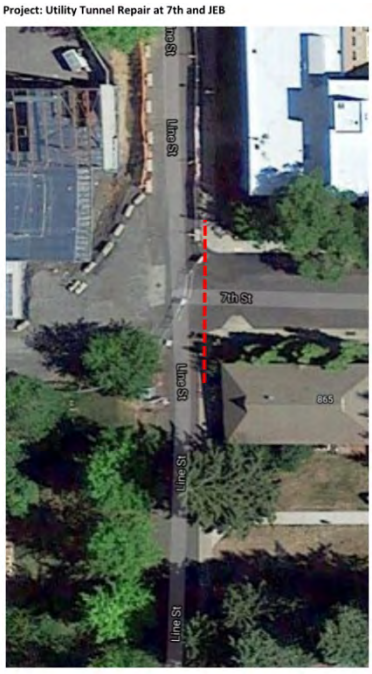


Figure 1. Intersection 7th and JEB

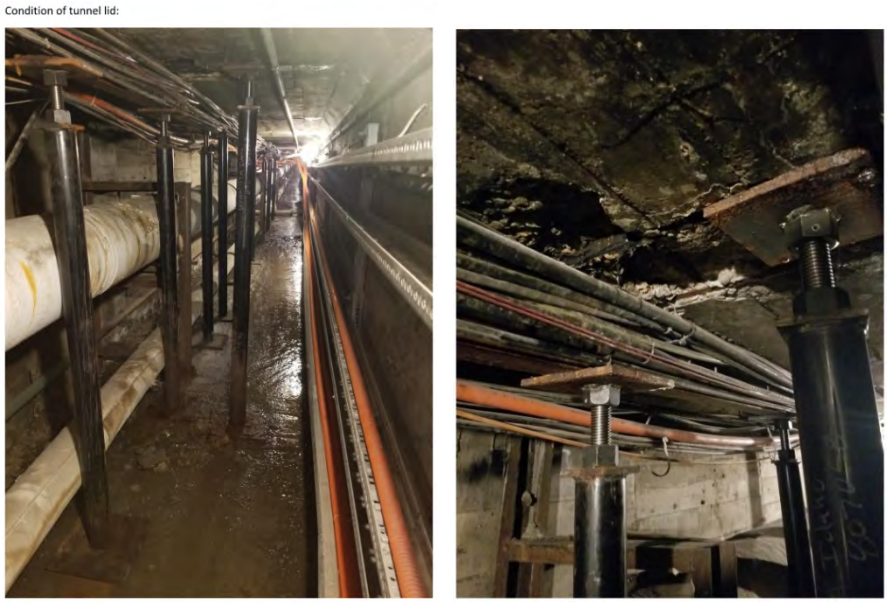


Figure 2. Condition of Tunnel Lid

2022/23 PROJECT SHEET

PROJECT NAME: Utility Tunnel Improvements at Renfrew Hall

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Electrical distribution, Steam, Water, Compressed Air, Telecom

Statement of Work: The tunnel section at Renfrew Hall, including the Central Mall tunnel that runs North and South, is a known location of structural failure. The length of this section is 60 feet in length. This section of tunnel is used for foot traffic as well as vehicular traffic including fire engine access to the Central Mall. The tunnel lid and walls are crumbling and collapsing with ground water intrusions. A collapse would put at risk all the utilities that pass through this section of tunnel (high voltage electrical distribution, steam, chilled water, compressed air). This section is approximately 59 years old.

The scope of the Capital Improvement includes a major repair of this tunnel section. Any repairing in piping, cables or any system inside this section is not excluded. The additional work will provide further definition and characteristics of the activities to be included in this major repair.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
9	7	—	—	5.7	7	6.48

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $35,885.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $571,412.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

2022/23 PROJECT SHEET

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. Destructive testing is not anticipated, however potential damage resulting from inspections is not contemplated in this proposal.

(E) Proposed schedule: EPC extends through September 2023 (included).

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $567,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

Project: Utility Tunnel Repair at Renfrew



2022/24 PROJECT SHEET

PROJECT NAME: SCCP Cooling Tower Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency, Operational Efficiency

UTILITY SYSTEM AFFECTED: South Campus Chiller Plant, South Campus Chilled Water Loop

Statement of Work: This Capital Improvement is needed to improve underperforming conditions in the cooling system. The cooling tower makeup water does not keep up with evaporation rate. Similarly, the tower level control is poorly designed and prone to failure. On shutdown, the tower basin is prone to overflow and causes cavitation of the condenser pump during operations. All these circumstances reduce the plant's ability to meet peak cooling loads.

As part of the additional work suggested for this Capital Improvement, an analysis of the plant's deficiencies will be conducted to define the scope and cost of the changes and improvements needed to extend the life of the asset and improve the cooling towers performance. The cavitation and overflow issues will also be investigated.

Subject to the outcome of such analysis, the installation of an actuated ball valve and probe level control on the 900-ton BAC cooling tower that supports the York chiller is proposed as this project's scope to correct the water flow issue.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas
5	5	5	—	4.5

Risk
7

Score
6.00

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $16,442.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $119,824.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

2022/24 PROJECT SHEET

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. Makeup water supply does not keep up with peak demands.

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Minor reduction in power consumption due to the improve in efficiency.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $118,800.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Minor reduction in power consumption due to the improve in efficiency.

2022/27 PROJECT SHEET

PROJECT NAME: Sheep Farm Water Vault Improvements

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Domestic Water

Statement of Work: This Capital Improvement will provide electrical service and insulation to the existing structure to protect the water system components during the winter months. The project includes the installation of approximately 400 ft of 100-amp service from Pump House #3 to the Sheep Farm water vault.

In addition, the scope of work covers the installation of R-21 or better insulation on all walls and ceilings with the addition of a vapor barrier to protect the existing water meters, as well as a backflow prevention valve.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
6	6	—	—	4.2	6	5.28

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $17,956.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $119,951.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. The existing equipment is subject to freezing and not performing.

(E) Proposed schedule:

2022/27 PROJECT SHEET

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $118,800.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Minor impact in electrical consumption.

2022/28 PROJECT SHEET

PROJECT NAME: Storm Sewer Slip Line Campus Dr. and Blake Ave.

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Sanitary Sewer

Statement of Work: Slip line the existing storm sewer lines along Campus Drive to the Niccolls Building and in front of the Lionel Hampton School of Music to Blake Avenue. This system is known to be some of the oldest on campus and is well beyond its expected service life are in a state of disrepair with evidence of high probability of failure in the short term. This slip lining is expected to be 75' in length. At this time, the slip line approach is the least cost solution until a major replacement is undertaken. Scope of work includes excavation, demolition, bedding, backfill, surface restoration, connection hardware and sealing within manholes. Please note a sketch of this the system at the end of the summary.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
6	6	—	—	4.2	6	5.28

Approach: Development and engineering prior to construction commencement and subsequent transition.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $42,147.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, (i) the clay lines are beyond the life expectancy with the risk of collapse, (ii) slip lining would be the least invasive solution if the existing clay tiles are not so damaged or blocked with broken tiles, (iii) after investigation of the existing piping, slip lining the existing system may not be a solution and another engineering design would be needed, and (iv) the location is in a sensitive part of Campus with the Camperdown trees.

2022/28 PROJECT SHEET

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Engineering												
Construction												
Transition												

(F) Impact on Sustainability: Reduction of sewage leaks. Reduction of retained sewage water and thus, reducing the presence of bugs and rodents.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $41,828

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.

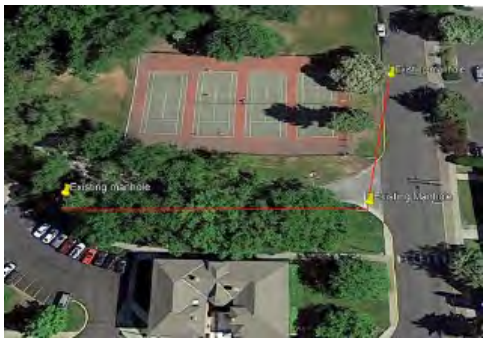


Figure 1. Campus Drive to Blake



Figure 2. Campus Drive by Niccolls

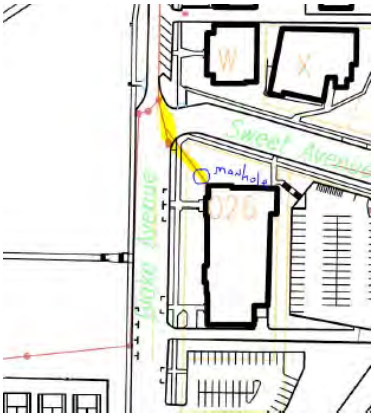


Figure 3. Intersection Blake and Sweet

2022/29 PROJECT SHEET

PROJECT NAME: Sanitary Sewer Slip Line Campus Dr. and Blake Ave.

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency

UTILITY SYSTEM AFFECTED: Sanitary Sewer

Statement of Work: Develop and slip line the existing sanitary sewer line from Campus Drive to Blake Avenue. This section of the sewer system is known to be some of the oldest on campus and well beyond its expected service life. During Fiscal Year 2019 investigations revealed that the storm water and sanitary sewer lines in the project area are in a state of disrepair with evidence of high probability of failure in the short term. At this time, the slip line approach is the least cost solution until a major replacement is undertaken. The expected slip lining is 410' of 6" and 720' of 12"". Works will include excavation, demolition, bedding, backfill, surface restoration, connection hardware and sealing within manholes. Please refer to the sketch at the end of this summary.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
6	6	—	—	4.2	6	5.28

Approach: Development and engineering prior to construction commencement.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $145,950.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, (i) the clay lines are beyond the life expectancy with the risk of collapse, (ii) slip lining would be the least invasive solution if the existing clay tiles are not so damaged or blocked with broken tiles, (iii) after investigation of the existing piping, slip lining the existing system may not be a solution and another engineering design would be needed, and (iv) the location is in a sensitive part of Campus with the Camperdown trees.

2022/29 PROJECT SHEET

(E) Proposed schedule:

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Reduction of sewage leaks. Reduction of retained sewage water and thus, reducing the presence of bugs and rodents.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $144,846.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in supply costs or consumption costs: Negligible change.

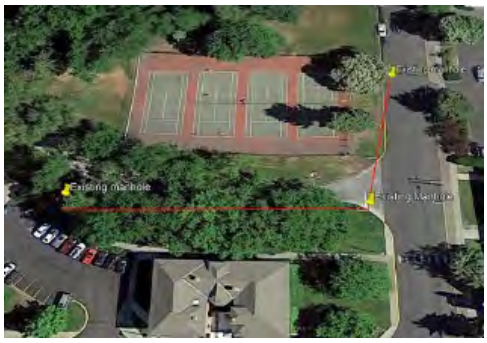


Figure 1. Campus Drive to Blake

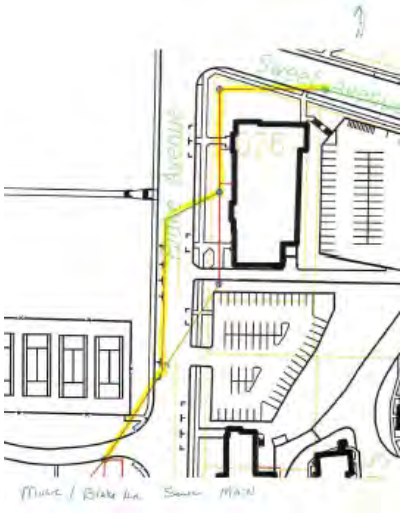


Figure 2. Intersection Blake and Sweet

2022/30 PROJECT SHEET

PROJECT NAME: Thermal Energy Storage Tank Sensor Upgrades

DATE SUBMITTED: 06/29/2021

PROJECT JUSTIFICATION CATEGORIES: Safety, Resiliency, Efficiency

UTILITY SYSTEM AFFECTED: Chilled Water

Statement of Work: The level sensors on the Thermal Energy Storage (TES) tank are not reliable and some have failed. As a result, no accurate information is provided to the control system. Similarly, operational problems have been identified in the temperature probes, which are needed to properly manage the level of the thermal tank and optimize its performance.

This project will procure and replace the level and temperature measurement systems.

Why: Project has been prioritized according to the scoring criteria presented in the submission.

Safety	Resiliency	Operational Efficiency	Carbon Neutrality	Four Focus Areas	Risk	Score
6	7	6	—	5.7	5	5.28

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $18,036.

Additional Notes: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Costs: $81,664.

(B) Forecasted annual operations and maintenance costs: $7,500 (Capped O&M Cost).

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives.

(E) Proposed schedule:

2022/30 PROJECT SHEET

	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22
Additional Work												
EPC												

(F) Impact on Sustainability: Negligible impact.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $81,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible change.



FIVE-YEAR PLAN
THE UNIVERSITY OF IDAHO UTILITY SYSTEM

This Five-Year Plan consists of a budget and plan prepared by the Concessionaire in accordance with Section 7.2 for the operation of the Utility System and performance of its obligations under the Long-term Lease and Concession Agreement for the University of Idaho Utility System, in respect of the period consisting of Fiscal Years 2023 through 2027.

To: University of Idaho
Vice President for Finance & Administration
Email: vpfinance@uidaho.edu

With a copy to:

Office of the General Counsel
Email: counsel@uidaho.edu

Date: February 1, 2022

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I. Introduction

Sacyr Plenary Utility Partners Idaho LLC is excited to submit this Five-Year Plan, that delineates the Capital Improvements proposed to make in each Fiscal Year to the Utility System, including Capital Improvements to address conditions of the Utility System existing prior to the Closing Date.

Throughout this first year of the Term, the Concessionaire has been able to further understand the conditions, limitations, and operational status of the Utility System. The most visible result of such steep learning has been the discovery of latent issues with the Utility System that were in critical condition prior to the start of the Term and will continue to be in critical condition until applicable Capital Improvements are completed. As a result, the core focus of this Five-Year Plan is the stabilization of the Utility System, prioritizing safety and reliability in accordance with the Performance Standards and Key Performance Indicators, over other potential objectives.

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All projects listed in this document are proposed to be performed by Moscow ID Eco District I, LLC, a fully-owned subsidiary of McKinstry Essention, LLC, that serves as Contractor to the Operator within the Long-Term Lease and Concession Agreement for the University of Idaho Utility System.

II. Planning Process

The planning process for Fiscal Year 2023 was built upon a subset of the four founding principles: *safety*, *reliability* leading to resilience, *operational efficiency*, and *carbon neutrality*. In order of priority, those principles are:

- Provide for the s*afety* of the general public, campus community, and operations personnel.
- Operate, maintain, and plan for *reliability* and resilience of the Utility System.
- Improve *operational efficiency*.
- Develop and implement a plan for energy independence and *carbon neutrality*.

While comprehensive stewardship of the Utility System resources requires that all four of these principles be represented in the planning process, early experiences with the Utility System have revealed a critical need to focus the near-term planning efforts on two of them: safety and resilience. Many components of these systems are at the end of their useful life, historically deficient of proper maintenance, or in a partial state of failure leaving the likelihood of a critical system failure unacceptably high and calling for a critical need to upgrade. Achieving a safe environment and resilience in the existing systems is critical before any substantive gains in operational efficiency or carbon neutrality can happen.

Above all, it is imperative that the safety of the general public, the campus community, and the operations personnel be prioritized. Following closely behind, the focus on safety is that of building resilience, starting with reliability. System failures have revealed substantial reliability issues and the Concessionaire's team has systematically identified vulnerabilities in the Utility System.

As a result, the planning process for Fiscal Year 2023 is solely focused on safety and resilience for the *stabilization* of the Utility System, so more progressive long-range planning can commence in the future. Besides the direct safety and business interruption risks, the vulnerabilities identified are direct threats to meeting the Performance Standards and Key Performance Indicators in the Concession Agreement. The Capital Improvements proposed within this Five-Year Plan are specifically identified to manage these risks and constitute a crucial first step in advancing the quality of the Utility System.

A planning process focused on safety and resilience required evaluating the risks associated with the existing systems and their mitigation. This methodical approach characterized the Utility System's subsystems to evaluate deficiencies and vulnerabilities. In the case of complex systems, such as the Energy Plant, the components of the subsystems were also identified. For each system, subject matter experts were engaged in planning sessions to discuss the condition, needs, and potential vulnerabilities associated throughout the Utility System, and within them, 44 subsystems and approximately 180 component sets. Once each system's deficiencies and opportunities were identified, project scopes were developed that centered on addressing these safety and resiliency issues. These projects were structured to maximize complementary work to reduce the number of service disruptions or otherwise gain implementation efficiency. While it will be continuously improved over the next several planning cycles, this effort established the concept of *system planning* for each Utility System.

Vulnerability Assessment

The potential for each Capital Improvement to mitigate risks was established by using a simple vulnerability assessment matrix. This approach evaluated (i) the *impact* of the risk/vulnerability based on the safety and reliability principles, and (ii) the *likelihood* of a failure. It is worth noting that all the Capital Improvements identified herein are presented because they mitigate either a significant safety or resiliency risk, or in several cases, both.

Capital Improvements were assigned an impact rating of low, medium, or high from both a safety and a reliability standpoint. The safety sub-rating estimates the impact of a failure, due to the vulnerability, on the health and life safety of the general public, campus community, and operations staff. The reliability sub-rating estimates the impact of a failure, due to the vulnerability, on business interruption impacts, costs of emergency repair/temporary operations, and cascading property damage resulting from failure (floods, fire, freeze up, building shutdown, etc.). Each risk was also assigned a likelihood rating of low, medium, or high, according to the probability that a failure may occur.

Using a simple matrix, Capital Improvements were assigned a *phase designator*, from Phase 1 to Phase 5. This designation provides guidance about the importance of a Capital Improvement. A later phase designation should not be construed as diminishing the necessity of the project but rather is a reflection of the reality that all projects cannot be done simultaneously.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Figure 1. Vulnerability Matrix

Projects with the highest impact and likelihood were ranked as Phase 1 projects, a designation that identifies the risk associated with inaction as unacceptably high. These projects must be implemented to mitigate critical safety and/or reliability risks.

These planning efforts have revealed a significant volume of critical (i.e., Phase 1) work and a similar volume of important (i.e., Phase 2) work that is imperative to address in the near term. Utility failures carrying unacceptable safety and reliability concerns are very likely to occur without immediate action.

Projects with a lessor phase designation (i.e., Phase 3-5) also have important roles in risk mitigation. While the impact and likelihood of failures due to inaction are projected to be less severe, there are still risks and a plan for immediate implementation is needed.

It is necessary to understand that this vulnerability assessment is a tool for the University and the Concessionaire to compare projects and help inform what projects need to be prioritized. Unknown and unforeseen issues within systems exist and may cause failures that cannot be predicted. These designators are the best indicator available to measure the criticality of a project.

Annualization of Capital Improvements

Capital Improvements presented within this submittal have been developed and selected through an exhaustive capital planning process, and urgent and immediate approval and completion of these Capital Improvements is necessary to allow the Concessionaire to operate and maintain the Utility System in full compliance with the Performance Standards and Key Performance Indicators.

While we understand the financial constraints of the University, it is our duty to notify the University that these Capital Improvements are essential for the safe and reliable operations and maintenance of the Utility System, and therefore should be approved and undertaken urgently and immediately.

Nevertheless, in order to facilitate the University's review and comply with the Concession Agreement's requirements for the composition of the Five-Year Plan, we have created a timeline for these investments following the level of criticality of such undertakings. Impact and likelihood may be less severe as the project's phase designation number increases but all of them are critical to aspects of the Utility System, pose significant safety and reliability risks, are essential for continuing compliance with the Performance Standards and Key Performance Indicators, and an accelerated approval of their implementation is needed.

III. Supply Use Trends

Supplies expected to be used to operate the Utility System are wood chip fuel, natural gas, and electricity. There is no change from previous years, nor any change expected in the foreseeable future.

The FY2023 Supply use per month and yearly trends are shown below. The estimate for Fiscal Year 2023 is emphasized in red for each plot. The estimated usage of Supplies throughout the year is dependent on campus activities, especially whether students are on campus or not, and weather. Supply use also grows with the increased campus population and building square footage.

Wood Fuels

Wood fuel use peaks in the winter with heating loads but is not at its lowest during peak cooling season. This is because steam fired absorption chillers are used in the summer to produce Chilled Water with wood chips. Wood fuel use is instead at its lowest in the shoulder spring/fall months, when the overall HVAC needs of campus are at their lowest. This is partially the reason why planned wood boiler maintenance shutdowns are scheduled in the spring and summer. In a typical year over 90% of the steam produced at the Energy Plant is from the wood boiler. Wood fuel is measured and purchased in bone dry tons (BDTs) instead of units of energy (e.g., MMBTUs) because the energy content for wood varies significantly depending on species and moisture content.

Natural Gas

Unlike wood fuel, natural gas use at the Energy Plant does not follow a consistent pattern year over year. While it is difficult to predict, there are some common trends. Natural gas is typically used at the Energy Plant to meet peak steam loads when the wood boiler can't keep up with demand and during wood boiler shutdowns. Peak steam loads are in the winter, so there is some natural gas use when temperature drop below freezing. In the summer, there is typically little to no natural gas use.

Scheduled wood boiler shutdowns are not on specific dates, but instead based on the level of maintenance needed and campus loads. To minimize Supply Costs shutdowns are scheduled in the shoulder spring/fall months when loads are at the lowest. Thus, natural gas use is at its highest in the spring and fall. Unscheduled shutdowns occur throughout the year and are likely the driving cause for variability in natural gas use.

Electricity

Electricity use on the East Feed is typically stable throughout the year, with a minor increase late summer during the cooling season and students returning to campus. Electricity purchased from Avista on the East Feed is expected to drop when the turbines and PV array are online, which has been accounted for in the estimate for Fiscal Year 2023. Electricity use on the West Feed is also stable but increases during the

summer season because of the South Campus Chiller Plant. The two electric feeds will likely need to be rebalanced after power generation begins.

Month	Wood (BDT)	Natural Gas (therms)	Electricity (East kWh)	Electricity (West kWh)
July	1,521	-	1,448,197	1,851,351
August	941	17,388	1,297,871	2,111,728
September	801	75,703	1,098,707	2,042,657
October	1,837	51,274	1,248,718	2,332,855
November	2,179	-	1,242,452	2,107,154
December	2,217	12,793	1,199,327	2,090,510
January	2,046	6,464	1,254,451	2,194,548
February	2,376	22,847	1,230,975	2,168,839
March	1,998	8,525	1,344,655	2,136,763
April	1,692	25,641	1,429,055	1,819,024
May	1,662	44,164	1,247,976	1,874,541
June	1,948	-	1,267,437	1,733,364
TOTAL	21,216	264,800	15,309,820	24,463,334

Figure 2. Supply usage estimate for Fiscal Year 2023

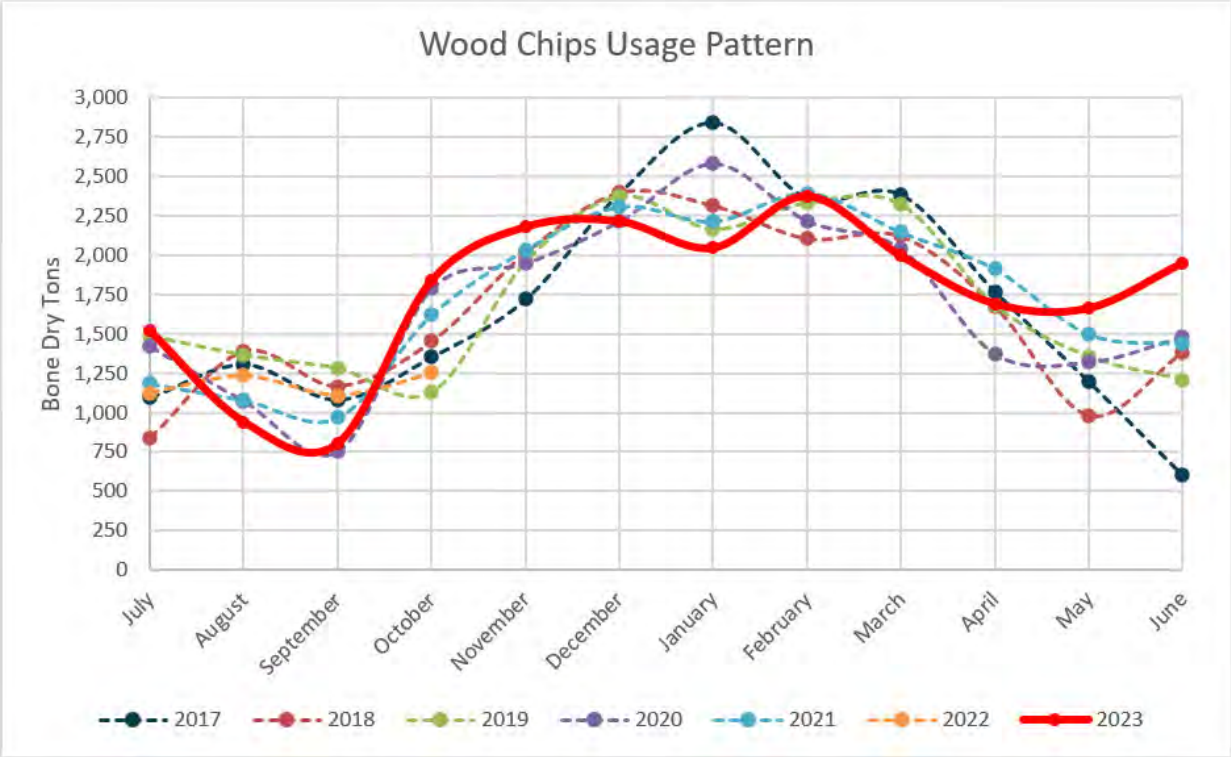


Figure 3. Wood chip usage over recent years

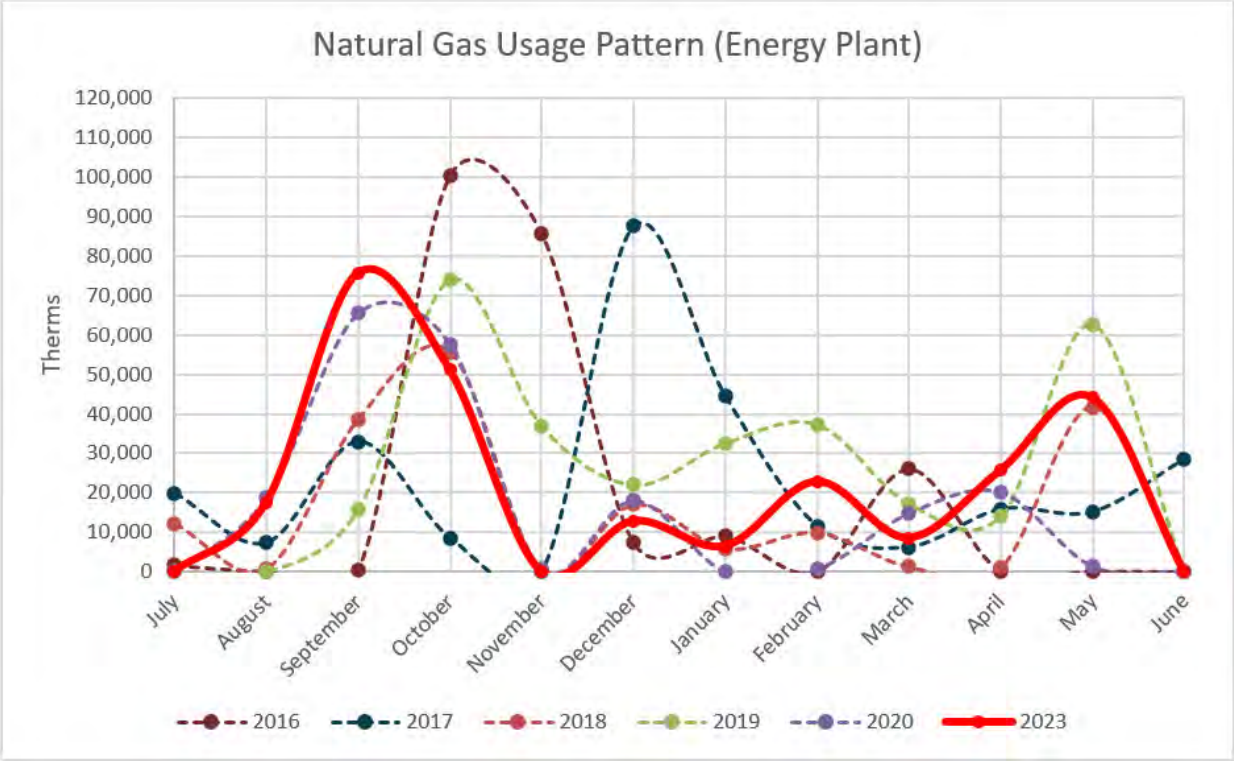


Figure 4. Natural gas usage over recent years

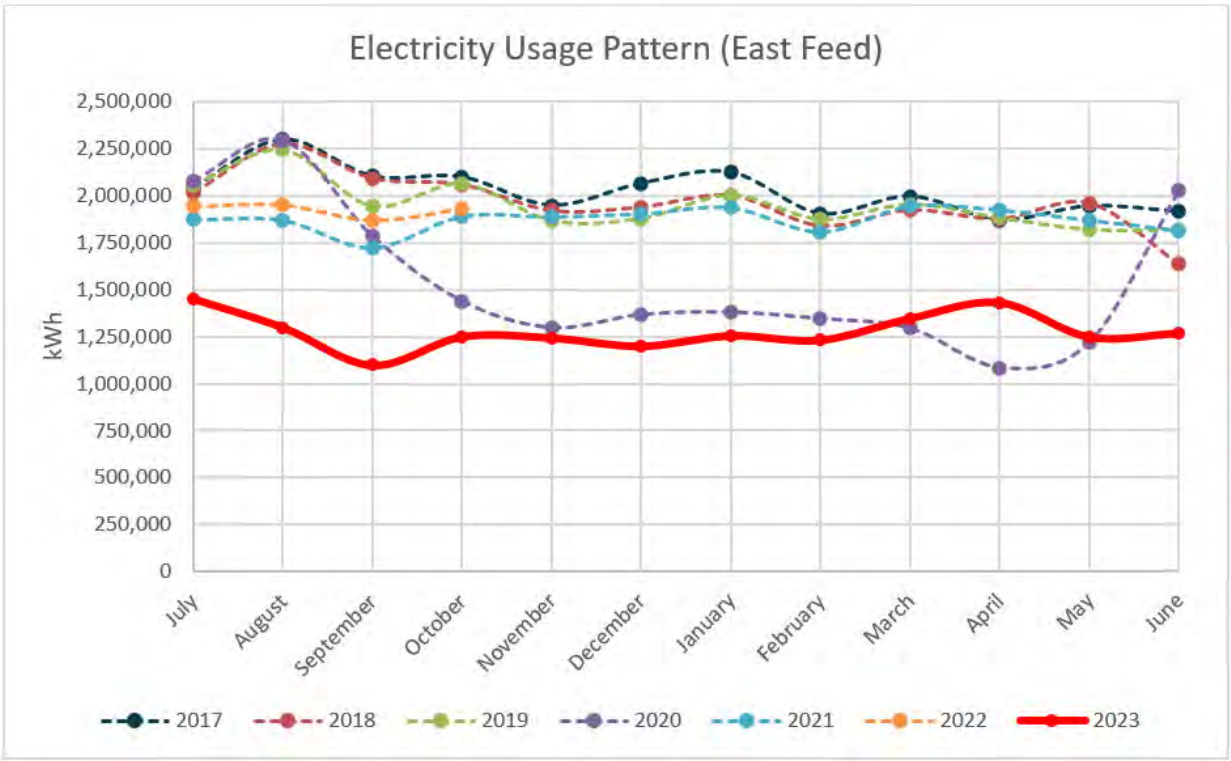


Figure 5. East Electric Feed usage over recent years

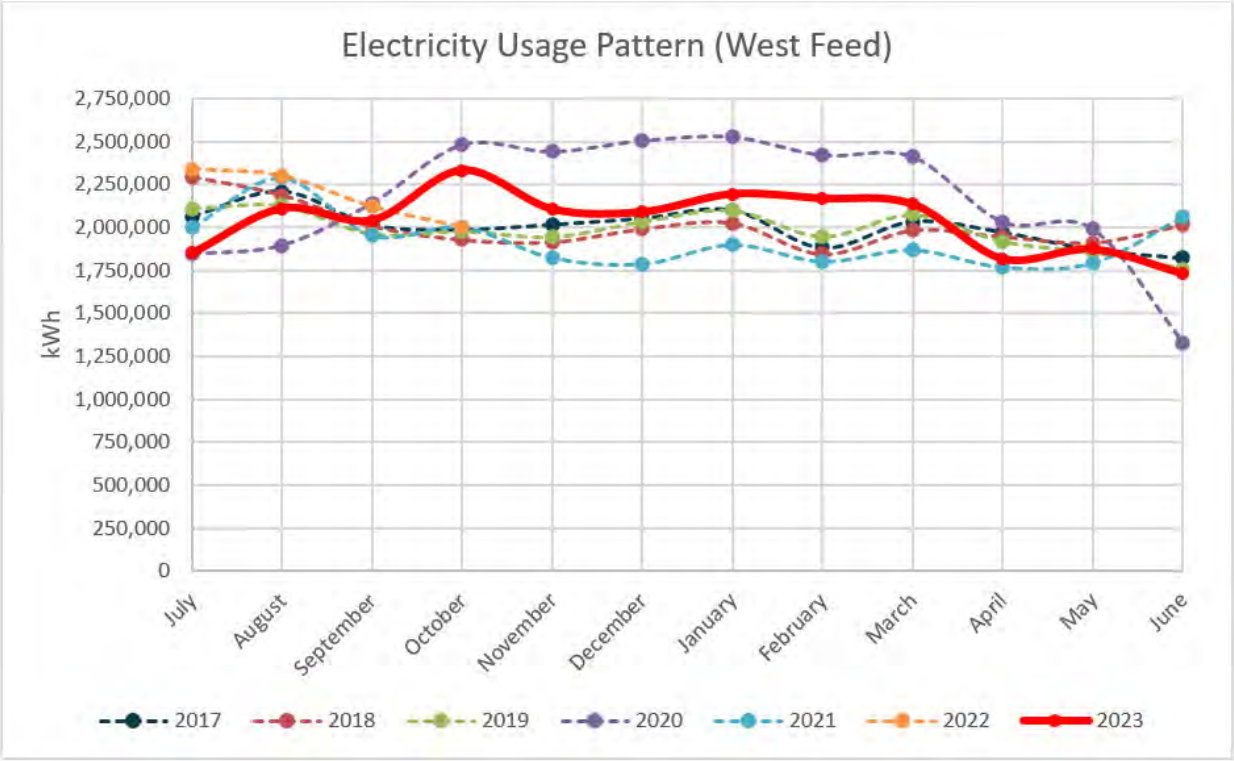


Figure 6. West Electric Feed usage over recent years

IV. Capital Improvements by Utility System

UTILITY SYSTEM: STEAM (INFO /1)

INFO	CODE	YEAR	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/1	001	1	1	Steam Plant Catwalk, Ladder, and Safety Upgrades	$58,104	$809,205
23/1	002	1	1	Ash Handling System Upgrades	$238,788	$2,938,940
23/1	003	1	1	Energy Plant Steam Piping Upgrades	$57,996	$3,024,915
23/1	004	1	1	Gas Boilers Capital Renewal	$215,892	$5,404,580
23/1	005	1	1	Utility Tunnel Repair on 6th Street	$128,952	$12,299,630
23/1	006	1	1	Water Treatment Improvements Project 1	$90,180	$1,309,980
23/1	007	1	1	Wood Fuel Handling System Upgrades	$177,336	$2,162,888
23/1	008	1	1	Feedwater System Improvements	$89,748	$1,696,493
23/1	009	2	2	Boiler Controls Modernization	$438,048	$4,024,783
23/1	010	2	2	Wood Boiler Capital Renewal Project 1	$256,284	$2,321,361
23/1	011	3	2	950 CAT Loader Major Rebuild and Hough Replacement	$1,620	$771,686
23/1	012	3	2	Distribution Steam and Condensate Upgrades	$90,180	$5,750,062
23/1	013	4	3	Energy Plant Emergency Generator Upgrades	$80,892	$681,164
23/1	014	4	4	Energy Plant Building Envelope Improvements	$155,412	$3,767,158
23/1	015	5	3	Utility Tunnel Upgrades	$73,548	$1,986,061
23/1	016	5	4	Condensate Return System Upgrades	$77,976	$1,630,428
23/1	017	5	4	Wood Boiler Capital Renewal Project 2	$314,280	$2,908,404
23/1	018	5	4	Wood Fuel Storage Conveyance System Improvements	$129,276	$957,408
23/1	019	5	4	Wood Fuel Storage Facility Improvements	$104,112	$628,055
23/1	020	5	5	Water Treatment Improvements Project 2	$78,300	$1,837,414
PROPOSED CAPITAL IMPROVEMENT COST					**$2,856,924**	**$56,910,614**

UTILITY SYSTEM: CHILLED WATER (INFO /2)

INFO	CODE	YEAR	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/2	021	3	2	Chilled Water Distribution Upgrades Project 1	$244,080	$916,853
23/2	022	5	4	North Campus Chiller Plant Upgrades	$114,264	$5,742,498
23/2	023	5	5	South Campus Chiller Plant Emergency Generator	$70,848	$611,887
PROPOSED CAPITAL IMPROVEMENT COST					**$429,192**	**$7,271,238**

UTILITY SYSTEM: ELECTRICITY (INFO /3)

INFO	CODE	YEAR	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/3	024	1	1	Electrical Transformer and Primary Component Capital Equipment Reserve	$84,564	$1,287,884
23/3	025	1	1	Electrical Vault Inspections and Upgrades	$589,248	$4,909,371
23/3	026	1	1	Menard Law Building Electrical Service Replacement	$79,056	$776,752
23/3	027	1	1	Kibbie Dome Building Electrical Service Replacement	$79,056	$1,922,799
23/3	028	2	2	Administration South Building Electrical Service Replacement	$79,056	$731,057
23/3	029	2	2	Art & Architecture North Building Electrical Service Replacement	$79,056	$713,537
23/3	030	2	2	College of Natural Resources Building Electrical Service Replacement	$79,056	$833,566
23/3	031	2	2	Hartung Theatre Electrical Service Replacement	$79,056	$724,201
23/3	032	2	2	Theophilus Tower Electrical Service Replacement	$79,056	$776,761
23/3	033	2	2	Physical Education Building Electrical Service Replacement	$79,056	$734,757
23/3	034	2	2	Swimming Center Building Electrical Service Replacement	$79,056	$734,757
23/3	035	2	2	West Farm Primary Distribution Improvements	$145,044	$8,605,057
23/3	036	5	5	Primary Electric Switch Upgrades	$128,088	$2,352,113
PROPOSED CAPITAL IMPROVEMENT COST					**$1,658,448**	**$25,102,612**

UTILITY SYSTEM: DOMESTIC WATER (INFO /4)

INFO	CODE	YEAR	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/4	037	1	1	Domestic Fire Hydrant Major Repairs	$56,916	$751,501
23/4	038	1	1	Domestic Water Line Replacement on Central Mall	$34,128	$455,191
23/4	039	1	1	Sheep Farm Water Vault Improvements	$27,108	$371,400
23/4	040	1	1	Building Backflow Aseemblies Replacement at South Hill Apartments	$96,660	$1,389,709
23/4	041	1	1	Domestic Water Emergency Generator	$99,252	$5,087,011
23/4	042	1	2	Building Backflow Aseemblies Replacement at McClure Hall	$13,284	$92,940
23/4	043	2	2	Domestic Water Line Replacement on University Avenue from Ash Street to Memorial Gym	$100,764	$1,295,945
23/4	044	2	2	Domestic Water Line Replacement from Line Street to Energy Plant	$16,524	$197,944
23/4	045	2	2	Domestic Water Line Replacement to Agricultural Science Building	$20,088	$255,728
23/4	046	2	2	Domestic Water Line Replacement to Food Science Building	$22,356	$279,538
23/4	047	3	2	Domestic Water Lines Replacement on Blake Avenue	$199,908	$2,571,727
PROPOSED CAPITAL IMPROVEMENT COST					**$686,988**	**$12,748,634**

UTILITY SYSTEM: SANITARY SEWER (INFO /6)

INFO	CODE	YEAR	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/6	048	1	1	Library and Memorial Gym Sanitary Sewer Major Repairs	$25,380	$340,713
23/6	049	1	1	Sanitary Sewer Slipline on Campus Drive and Blake Avenue	$18,036	$211,020
23/6	050	1	1	Sanitary Sewer Manhole Replacements	$47,304	$596,761
23/6	051	1	1	Sanitary Sewer Slipline on Line Street	$46,548	$575,490
23/6	052	2	2	Sanitary Sewer Line Replacement at the West Farm	$17,712	$226,873
23/6	053	2	2	Sanitary Sewer Line Replacement at the Bruce M. Pitman Center	$20,844	$186,083
23/6	054	2	2	Sanitary Sewer Line Replacement at the Administration Building and Art & Architecture	$38,772	$497,308
23/6	055	2	2	Sanitary Sewer Slipline from the Brink and Phinney Halls to the Integrated Research and Innovation Center (IRIC)	$19,440	$174,347
PROPOSED CAPITAL IMPROVEMENT COST					**$234,036**	**$2,808,596**

UTILITY SYSTEM: STORMWATER (INFO /7)

INFO	CODE	YEAR	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/7	056	1	1	Library and Memorial Gym Stormwater Major Repairs	$92,556	$1,292,568
23/7	057	1	1	Storm Slipline on Campus Drive and Blake Avenue	$18,468	$236,595
23/7	058	1	1	New Stormwater Line at Art & Architecture	$16,848	$133,316
23/7	059	2	1	Stormwater Catch Basin and Manhole Upgrades	$141,156	$1,852,453
23/7	060	3	1	Stormwater Line Installation from Wallace to Paradise Creek	$31,320	$301,212
23/7	061	3	2	Nez Perce Stormwater and Sanitary Sewer Major Repairs	$25,704	$252,026
PROPOSED CAPITAL IMPROVEMENT COST					**$326,052**	**$4,068,169**

V. Capital Improvements by Year

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2023

INFO	CODE	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/1	001	1	Steam Plant Catwalk, Ladder, and Safety Upgrades	$58,104	$809,205
23/1	002	1	Ash Handling System Upgrades	$238,788	$2,938,940
23/1	003	1	Energy Plant Steam Piping Upgrades	$57,996	$3,024,915
23/1	004	1	Gas Boilers Capital Renewal	$215,892	$5,404,580
23/1	005	1	Utility Tunnel Repair on 6th Street	$128,952	$12,299,630
23/1	006	1	Water Treatment Improvements Project 1	$90,180	$1,309,980
23/1	007	1	Wood Fuel Handling System Upgrades	$177,336	$2,162,888
23/1	008	1	Feedwater System Improvements	$89,748	$1,696,493
23/3	024	1	Electrical Transformer and Primary Component Capital Equipment Reserve	$84,564	$1,287,884
23/3	025	1	Electrical Vault Inspections and Upgrades	$589,248	$4,909,371
23/3	026	1	Menard Law Building Electrical Service Replacement	$79,056	$776,752
23/3	027	1	Kibbie Dome Building Electrical Service Replacement	$79,056	$1,922,799
23/4	037	1	Domestic Fire Hydrant Major Repairs	$56,916	$751,501
23/4	038	1	Domestic Water Line Replacement on Central Mall	$34,128	$455,191
23/4	039	1	Sheep Farm Water Vault Improvements	$27,108	$371,400
23/4	040	1	Building Backflow Aseemblies Replacement at South Hill Apartments	$96,660	$1,389,709
23/4	041	1	Domestic Water Emergency Generator	$99,252	$5,087,011
23/4	042	2	Building Backflow Aseemblies Replacement at McClure Hall	$13,284	$92,940
23/6	048	1	Library and Memorial Gym Sanitary Sewer Major Repairs	$25,380	$340,713
23/6	049	1	Sanitary Sewer Slipline on Campus Drive and Blake Avenue	$18,036	$211,020
23/6	050	1	Sanitary Sewer Manhole Replacements	$47,304	$596,761
23/6	051	1	Sanitary Sewer Slipline on Line Street	$46,548	$575,490
23/7	056	1	Library and Memorial Gym Stormwater Major Repairs	$92,556	$1,292,568
23/7	057	1	Storm Slipline on Campus Drive and Blake Avenue	$18,468	$236,595
23/7	058	1	New Stormwater Line at Art & Architecture	$16,848	$133,316
PROPOSED CAPITAL IMPROVEMENT COST				**$2,481,408**	**$50,077,653**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2024

INFO	CODE	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/1	009	2	Boiler Controls Modernization	$438,048	$4,024,783
23/1	010	2	Wood Boiler Capital Renewal Project 1	$256,284	$2,321,361
23/3	028	2	Administration South Building Electrical Service Replacement	$79,056	$731,057
23/3	029	2	Art & Architecture North Building Electrical Service Replacement	$79,056	$713,537
23/3	030	2	College of Natural Resources Building Electrical Service Replacement	$79,056	$833,566
23/3	031	2	Hartung Theatre Electrical Service Replacement	$79,056	$724,201
23/3	032	2	Theophilus Tower Electrical Service Replacement	$79,056	$776,761
23/3	033	2	Physical Education Building Electrical Service Replacement	$79,056	$734,757
23/3	034	2	Swimming Center Building Electrical Service Replacement	$79,056	$734,757
23/3	035	2	West Farm Primary Distribution Improvements	$145,044	$8,605,057
23/4	043	2	Domestic Water Line Replacement on University Avenue from Ash Street to Memorial Gym	$100,764	$1,295,945
23/4	044	2	Domestic Water Line Replacement from Line Street to Energy Plant	$16,524	$197,944
23/4	045	2	Domestic Water Line Replacement to Agricultural Science Building	$20,088	$255,728
23/4	046	2	Domestic Water Line Replacement to Food Science Building	$22,356	$279,538
23/6	052	2	Sanitary Sewer Line Replacement at the West Farm	$17,712	$226,873
23/6	053	2	Sanitary Sewer Line Replacement at the Bruce M. Pitman Center	$20,844	$186,083
23/6	054	2	Sanitary Sewer Line Replacement at the Administration Building and Art & Architecture	$38,772	$497,308
23/6	055	2	Sanitary Sewer Slipline from the Brink and Phinney Halls to the Integrated Research and Innovation Center (IRIC)	$19,440	$174,347
23/7	059	1	Stormwater Catch Basin and Manhole Upgrades	$141,156	$1,852,453
PROPOSED CAPITAL IMPROVEMENT COST				**$1,790,424**	**$25,166,055**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2025

INFO	CODE	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/1	011	2	950 CAT Loader Major Rebuild and Hough Replacement	$1,620	$771,686
23/1	012	2	Distribution Steam and Condensate Upgrades	$90,180	$5,750,062
23/2	021	2	Chilled Water Distribution Upgrades Project 1	$244,080	$916,853
23/4	047	2	Domestic Water Lines Replacement on Blake Avenue	$199,908	$2,571,727
23/7	060	1	Stormwater Line Installation from Wallace to Paradise Creek	$31,320	$301,212
23/7	061	2	Nez Perce Stormwater and Sanitary Sewer Major Repairs	$25,704	$252,026
PROPOSED CAPITAL IMPROVEMENT COST				**$592,812**	**$10,563,565**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2026

INFO	CODE	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/1	013	3	Energy Plant Emergency Generator Upgrades	$80,892	$681,164
23/1	014	4	Energy Plant Building Envelope Improvements	$155,412	$3,767,158
PROPOSED CAPITAL IMPROVEMENT COST				**$236,304**	**$4,448,321**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2027

INFO	CODE	PHASE	NAME	ADDITIONAL WORK	INDICATIVE COST
23/1	015	3	Utility Tunnel Upgrades	$73,548	$1,986,061
23/1	016	4	Condensate Return System Upgrades	$77,976	$1,630,428
23/1	017	4	Wood Boiler Capital Renewal Project 2	$314,280	$2,908,404
23/1	018	4	Wood Fuel Storage Conveyance System Improvements	$129,276	$957,408
23/1	019	4	Wood Fuel Storage Facility Improvements	$104,112	$628,055
23/1	020	5	Water Treatment Improvements Project 2	$78,300	$1,837,414
23/2	022	4	North Campus Chiller Plant Upgrades	$114,264	$5,742,498
23/2	023	5	South Campus Chiller Plant Emergency Generator	$70,848	$611,887
23/3	036	5	Primary Electric Switch Upgrades	$128,088	$2,352,113
PROPOSED CAPITAL IMPROVEMENT COST				**$1,090,692**	**$18,654,268**

APPENDIX A. Project Sheets for Capital Improvements

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-001

PROJECT CODE: 23/1-001

PROJECT NAME: Energy Plant Catwalk, Ladder, and Safety Upgrades

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (unacceptable fall risks exist that could result in severe injury). The impact associated with resiliency is high (a fall injury can result in interruption of critical steam plant services and reputational damage).

The likelihood of these events is high (unacceptable, unsafe fall conditions exist).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Ladder and catwalk systems are critical for the safe and efficient operation of the District Energy Plant. They provide timely and safe access to major systems with the Plant including the wood silo, wood handling equipment, boilers, and the hot lime softeners. Unsafe catwalks slow down response time during emergencies, increasing the risk of severe damage to equipment and personal injury or death to operators with a maximum fall risk of 72 ft. This project provides a full engineering assessment to either upgrade existing or replace ladder and catwalk systems to be compliance with safety codes.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate severe safety issues by eliminating fall risks.
- Increase resiliency by eliminating risks to the Steam Plant operations staff.

Scope of Work: The scope of work of this Capital Improvement is:

- Demolition of structurally unsafe catwalks and ladders.
- Assessment and construction of new catwalks or modification of existing areas including the following:
  - Replace the woodchip silo platform.
  - Secure ship ladders to restrict access.
  - Install fall protection and handrails on all ladders or replace with compliant ladder systems.
  - Install cages on all multi-level ladders.
  - Remove boiler exhaust ladder system.
  - Install safe steam pipe crossings with platforms and rails.
  - Install handrails at multiple points of unprotected steep steps.
  - Install safe platform and railing around boilers.
  - Add boiler economizer access ladders and platforms.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey

covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

Additional work will occur within the Steam Plant perimeter. Any outage periods of the wood fuel boiler will be coordinated with the University.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $58,104.

Additional Information:



Figure 1. Unsafe ladder systems to service boiler exhaust stack and roof.



CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-001

Figure 2. Severe safety concerns at the woodchip silo.



Figure 3. Severe fall hazard behind window.



Figure 4. Other examples of unsafe conditions to access critical elements.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $809,205.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) there are no structural deficiencies at the woodchip silo that would prevent the construction of a safe catwalk system, and (ii) there are no space constraints that would prevent installation of ladder cages or handrails. Only minor interruption to plant operations during construction.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-001

(E) Proposed schedule: EPC (Commiss.) occurs in July 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Promotes safe and efficient Steam Plant operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $803,412.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-002

PROJECT CODE: 23/1-002

PROJECT NAME: Ash Handling System Upgrades

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (unsafe rotating equipment conditions exist, severe fire risk). The impact associated with resiliency is high (failure likely to disable the wood fuel boiler).

The likelihood of these events is high (equipment is heavily damaged).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The ash handling system removes wood ash from the boiler after combustion and is critical for operation. It consists of a series of ash hoppers, augers, and mechanical systems used to move the ash from the boiler to a truck outside to be hauled away. The wood boiler provides significant economic and environmental benefits to the University, however, at 35 years old, many of the subsystems are in critical need of upgrade. This project replaces the existing ash handling system and separates fine and large ash. Most of the system is original equipment and well beyond its expected life. The entire ash handling system is heavily damaged from years of use with major components warped from the heat, leaking, and breaking down frequently, creating severe fire risks. Sealing the system will significantly reduce the amount of ash that builds up in the plant, increasing the expected life of exposed mechanical systems. Fine ash has a higher economic value when separated from large ash, providing a potential revenue stream to the University. A complete redesign and replacement of the system and an economic feasibility study for separating fine ash is required.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade the ash handling system for the wood boiler to increase uptime.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Address long term health concerns from ash exposure.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Demolition of the ash handling system including:
  - Ash conveyors and subsystems (x9).
  - Elevating conveyor and subsystems.
- Install new ash handling system including:
  - Fine and large ash conveyors.
  - Elevating conveyor.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-002

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University for the wood boiler shutdown from spring to fall to minimize the gas use during the construction stage. In addition, the Concessionaire will engage with the relevant University departments to identify potential impacts or benefits from the current ash waste.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $238,788 and will also include a feasibility study for fine ash separation.

Additional Information:

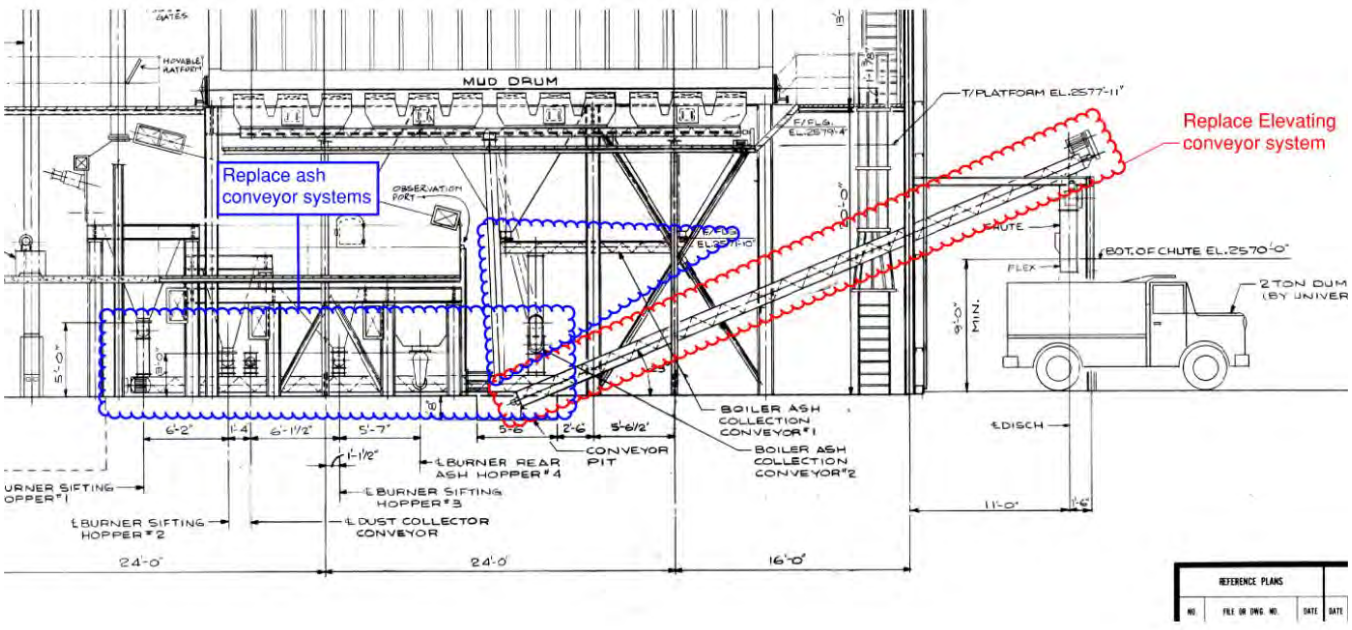


Figure 1. Schematic design of ash handling system.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-002

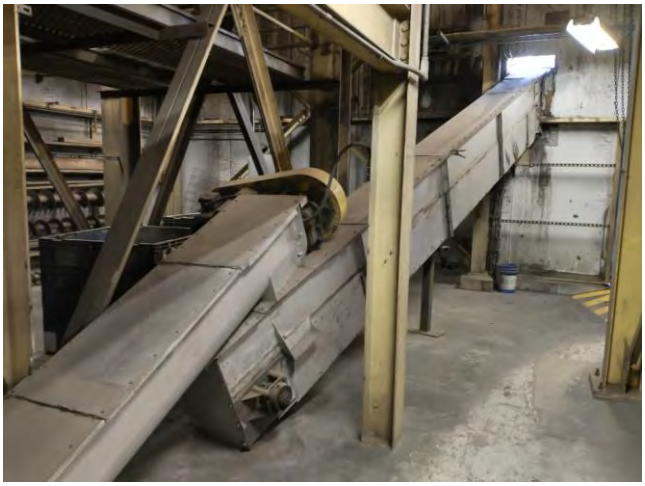


Figure 2. Elevating conveyance system.

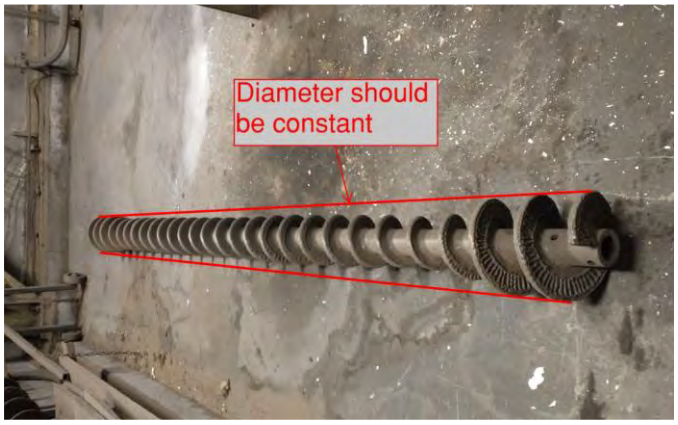


Figure 3. Heavily worn ash augers, significantly reducing performance.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,938,940.

(B) Forecasted annual operations and maintenance costs: +$5,800. Fine ash conveyor is a new piece of equipment not presently in the O&M program at the University of Idaho. The new system will have specific O&M requirements to maintain expected life.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) construction can be coordinated with the University and completed within one summer to minimize wood boiler downtime, (ii) sufficient space for parallel fine and large ash conveyance systems, and (iii) 1% electrical efficiency improvement in conveyance system offset by additional fine ash system.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs in Sept. 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: An improved ash handling system will increase the reliability of the wood fueled boiler, reducing the natural gas consumption. The collection of fine ash can be used for land applications.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-002

(H) Fee or charge payable to the Operator: $2,916,540.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$500, wood fuel, natural gas, and electricity. Decreased wood boiler downtime, improved conveyance efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-003

PROJECT CODE: 23/1-003

PROJECT NAME: Energy Plant Steam Piping Upgrades

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and campus steam shutdown).

The likelihood of these events is high (multiple valves have failed).

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The steam piping in the Energy Plant is critical for transporting steam produced by the boilers to the tunnel network and reducing pressure to safe levels. Isolation valves in the system are used to provide safe access to critical equipment for service. This project replaces the isolation valves and a pressure reducing valve (PRV) in the main steam header, all of which are beyond their serviceable life and/or not designed for operating pressures. The newest valves were replaced in a 2002 State of Idaho DPW project and are already failing, exposing operators to severe burns from high pressure steam leaks. The 8" PRV is not rated for the higher pressures required by the new turbines and cannot be operated in parallel without severe life safety risks. Without the 8" PRV the only redundancy to the turbines is the 6" PRV, which is not sized to meet peak campus loads. This also creates a single point of failure if the turbines are offline, risking a complete steam shutdown to campus if the valve fails.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade plant level steam piping to plant operating pressures.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address health concerns that should be physically mitigated rather than dependent on procedures.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Reconfigure D Boiler 6" piping to connect to main steam header.
- Replace all high pressure isolation valves (x19).
- Replace 8" PRV with two 4" electric PRVs.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and

the provision of fencing to prevent unauthorized access to construction areas.

The Concessionaire will coordinate with the University for the replacement of valves that may require steam shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $57,996.

Additional Information:

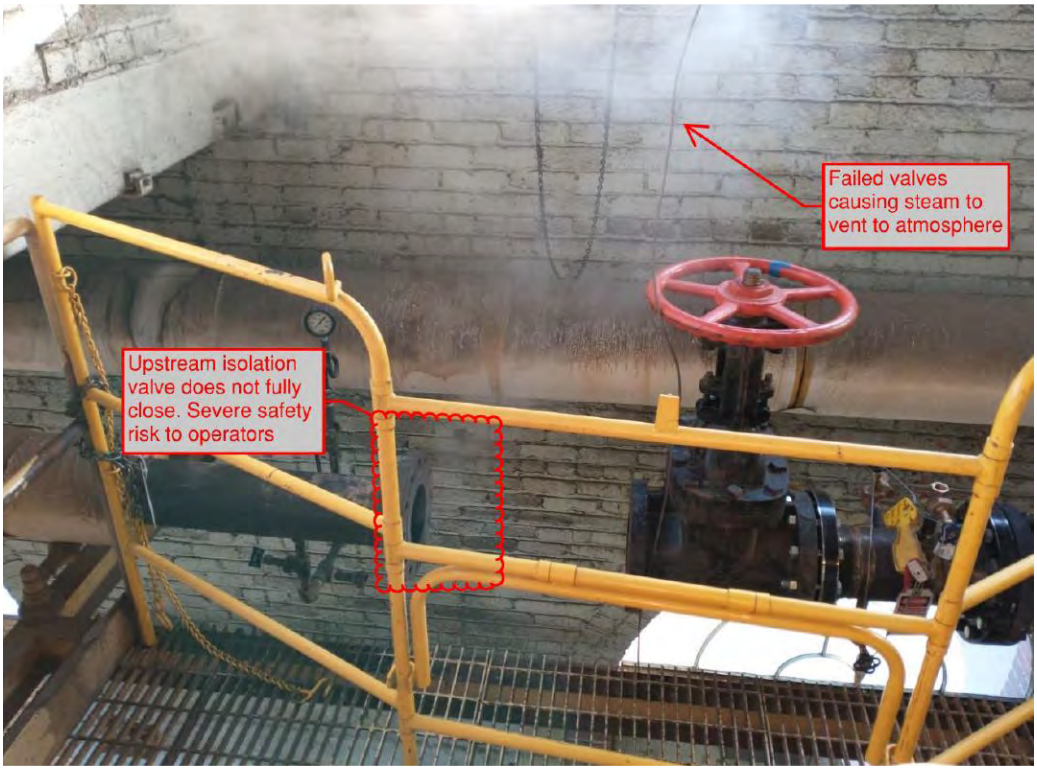


Figure 1. Failed isolation valve preventing safe work on critical systems.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $3,024,915.

(B) Forecasted annual operations and maintenance costs: +$0. No O&M Costs change anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) no steam shutdown will be required when connecting D boiler to the main steam header, (ii)

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-003

workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Minimal reduction in fuel, water, and chemical consumption by reducing steam losses during service.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,001,860.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible. Minimal savings from reduced losses during service work.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-004

PROJECT CODE: 23/1-004

PROJECT NAME: Gas boilers Capital Renewal

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The natural gas boilers provide redundancy to the wood boiler and meet peak heating loads on campus. They are critical to the successful operation of the Energy Plant and necessary to achieve performance standards and resiliency desires. However, their ages range from 45-81 years old, and the subsystems are in need of replacement and upgrade. This project upgrades the subsystems critical to the successful operation of the boilers. Several single points of failure, or long repair time, issues exist within these systems. Many of these systems are original equipment and are well beyond this serviceable life, posing safety risks from natural gas leaks and boiler tube ruptures. Upgrading these systems will improve efficiency and extend the useful life of the boilers. Complete gas boiler system replacements will be needed without these upgrades.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade gas boilers to extend useful life and improve performance.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace degraded and ruptured boiler tubes.
- Replace gas burners for all three boilers.
- Replace gas trains for all three boilers.
- Replace all critical valves for all three boilers.
- Replace FD fans, VFDs, and motors for all three boilers.
- Install cascading blowdown systems for Boilers C and D only.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-004

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

The Concessionaire will coordinate with the University the staggering of boiler work to maintain steam plant resiliency to prevent need for steam shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $215,892 and will also include (i) Eddy current testing on the boiler tubes, and (ii) non-destructive testing for corrosion and wall thickness degradation on all four exhaust stacks.

Additional Information:

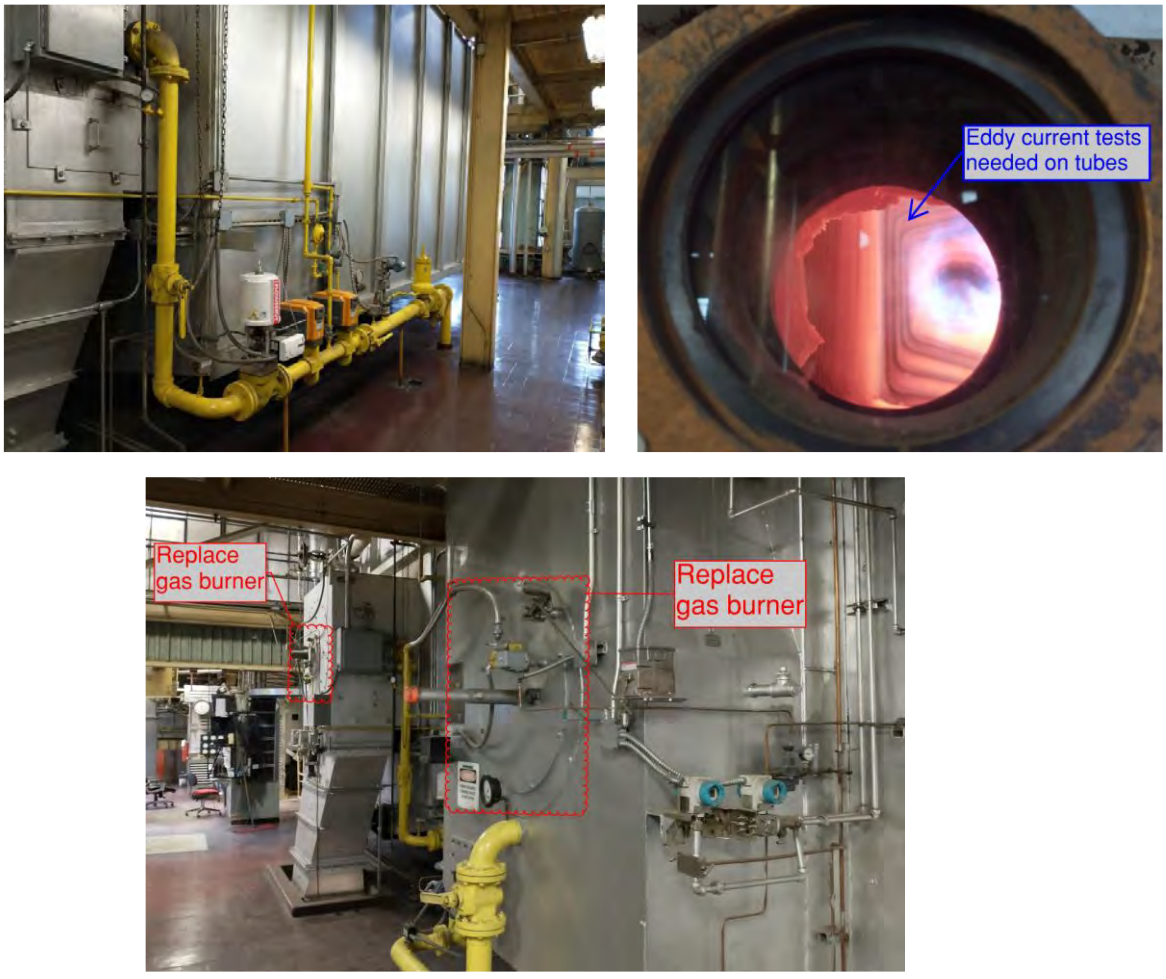


Figure 1. Detailed views of the natural gas boilers.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-004

(A) Total Cost: $5,404,580.

(B) Forecasted annual operations and maintenance costs: +$3,100. O&M increase for expanded complexity of controls, gas trains and additional cascading blowdowns.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) only 20% of boiler tubes will need to be replaced after Eddy current testing, (ii) exhaust stack replacement is not needed, (iii) natural gas reductions from 2% burner efficiency increase at current prices based on FY21 data, (iv) stage construction to maintain N+1 redundancy to the wood boiler to prevent risk of steam shutdown to campus, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs in September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved efficiency and performance of the boilers reduces natural gas consumption.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $5,363,388.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,200, natural gas. Due to improved efficiency of gas burners.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-005

PROJECT CODE: 23/1-005

PROJECT NAME: Utility Tunnel Repair on 6th Street

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The utility tunnel network is critical for distributing many utilities across campus including steam, chilled water, high voltage power, natural gas, and IT/telecom. This project replaces the tunnel lid on 6th St from Line St to the Wallace Complex. Tunnel lids are critical for protecting utilities from ambient conditions and also serve as the sidewalks of much of campus. The lid on 6th St has been in service for up to 70 years and needs repair to prevent collapse. Some sections on 6th St are supported with non-engineered, temporary screw jacks that may not be adequate. The risk of collapse poses a severe safety risk to the general public and potential shutdown of all Energy Plant utilities. This was identified in the FY19 project to replace the tunnel lid at 6th and Line, but project funding could not support the additional scope. This project can be coordinated with the Capital Improvement *23/1-010 Distribution Steam and Condensate Upgrades* for reduced overall costs and impact to campus.

Objectives: The main objectives of this Capital Improvement are:

- Extend the useful service life of the existing tunnel.
- Mitigate severe resiliency issues associated with aging systems.
- Address safety concerns associated with tunnel collapse.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Saw cut removal of tunnel lid.
- Replace the lid of the 6th St utility tunnel (approx. 1200 ft).
- Provide protection for live utility services during construction.
- Bedding and backfill.
- Surface restoration.
- Identify and remove abandoned utilities.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended that University of Idaho ITS department identify and remove abandoned and damaged IT and telecommunications lines in construction areas while accessible.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-005

covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University to schedule construction during the summer season to reduce impact to campus operations.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $128,952 and will also include core drilling and laboratory analysis for tunnel walls and lid to determine integrity.

Additional Information:



Figure 1. 6th Street Tunnel lid to be replaced.

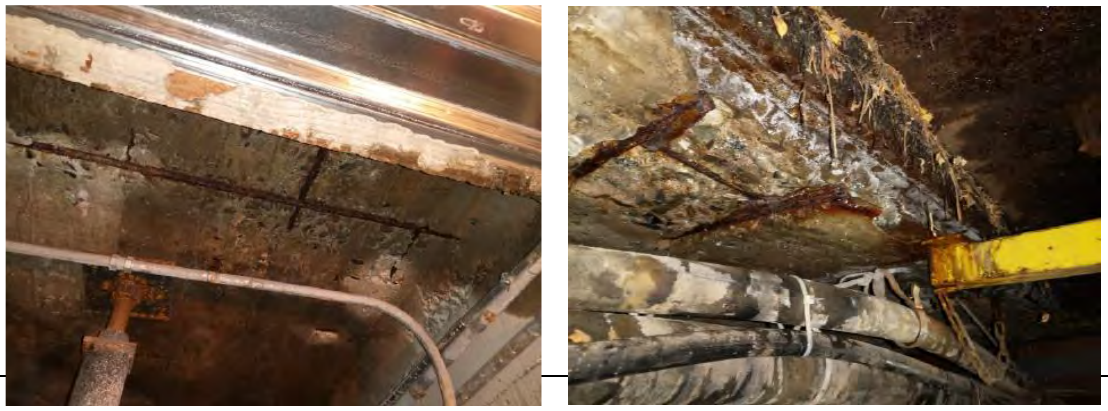


Figure 2. Aging sections of the tunnel.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-005

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $12,299,630.

(B) Forecasted annual operations and maintenance costs: $0. Like for like repairs and/or replacements.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) core sampling and structural investigation may reveal that only sections of the tunnel need to be replaced, which may significantly reduce project cost, (ii) tunnel walls and floor will be in good condition and not require repair or impact construction, (iii) underground construction conditions will be reasonable free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and are not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs in October 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $12,207,024.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-006

PROJECT CODE: 23/1-006

PROJECT NAME: Water Treatment Improvements Project 1

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium. The impact associated with resiliency is high (extended steam outage to campus).

The likelihood of these events is high (PRV stations are failing).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Hot Lime Softening (HLS) tanks and associated feedwater and condensate chemistry subsystems are critical for protecting the boilers and steam distribution systems from scaling, which reduces efficiency and risks significant damage. These systems experience frequent fouling due to the type of fluids used, which reduces efficiency. HLS tank #2 is almost 20 years old and in need of reconditioning to extend its useful life. This project rebuilds the PRV stations for each HLS tank, reconditions HLS #2, and upgrades the water treatment system. Most of these systems are beyond or approaching their end of serviceable life. The PRV station for HLS #1 has failed with no parts commercially available. The PRV station for HLS #2 is in critical need of replacement before it fails with no redundancy. Failure of PRV station #2 will result in a complete steam shutdown to campus until replacement as boilers cannot be operated without water treatment. This is an example where N+1 redundancy does not exist.

Objectives: The main objectives of this Capital Improvement are:

- Recondition Hot Lime Softener #2 to extend its useful life.
- Mitigate resiliency issues associated with systems beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Rebuild PRV stations for both HLS tanks.
- Recondition HLS #2 and replace valves with stainless steel valves.
- Replace all critical valves for the zeolite and charcoal systems.
- Replace booster pumps and backwash pumps.
- Replace slurry tank motor.
- Replace saltwater tank, pumps, valves, and piping.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be

responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $90,180 and will also include non-destructive testing on de-aerators and hot lime softeners to determine integrity and remaining serviceable life.

Additional Information:

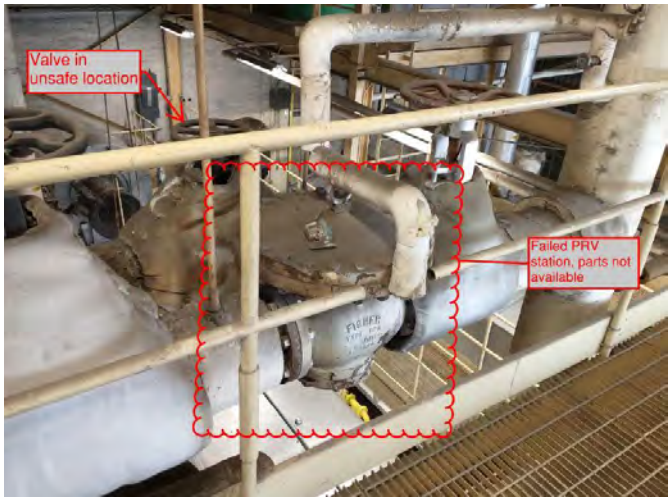


Figure 1. Failed PRV Station #1.



Figure 2. Hot Lime Softener #2.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,309,980.

(B) Forecasted annual operations and maintenance costs: $0. Like for like repairs and/or replacements.

(C) Proposed modification to the Recovery Period: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-006

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) HLS tank and de-aerator are structurally sound and do not need to be replaced, dependent on non-destructive testing, and (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs in September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement from reduced pumping requirements to move fluids in the system. Fewer losses and less electric load.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,299,996.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible, associated with a minor improvement from reduced pumping requirements.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-007

PROJECT CODE: 23/1-007

PROJECT NAME: Wood Fuel Handling System Upgrades

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (unsafe rotating equipment and fire risk conditions exist). The impact associated with resiliency is high (failure likely to disable the wood fuel boiler).

The likelihood of these events is high (conditions are critical to address, failure is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The wood handling system at the Energy Plant transports fuel from delivery trucks to the throat of the wood boiler. The wood boiler provides significant economic and environmental benefits to the University, however, at 35 years old, many of the subsystems are in critical need of upgrade. This project upgrades the fuel handing subsystems including hydraulics, augers, and conveyance systems. Several single points of failure, or long repair time, issues exist within these systems. These systems are original equipment and damaged from years of use, posing severe safety risks to operators, fuel supplier delivery drivers, and vehicle and pedestrian traffic. Emergency repairs were needed in 2021 and will be needed again in the very near future, indicating that significant failures are imminent. Without a functional fuel handling system, the wood boiler will be shut down, significantly increasing Supply costs to the University until addressed. Shutdown of the wood boiler risks N+1 performance standards for the Steam System as the Energy Plant would be completely dependent on natural gas availability, posing a significant risk to campus.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the wood fuel handling system to extend its useful and serviceable life.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace glycol heating unit for deliver ramp.
- Upgrade the walking floor with new components including:
  - Hydraulics, slats, nylon surfaces, bearings, seals.
- Upgrade exterior fuel conveyance system with new components including:
  - Unclassified belt and cover.
  - Classifier drive and cover.
  - Classified belt and magnet.
- Upgrade silo fuel conveyance system with new components including:
  - Elevated screw.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-007

- Silo exit auger.
- Damaged silo bucket elevator and buckets.
- Install speed control to silo bucket elevator.
- Damaged metering bin bucket elevator and buckets.
- Install speed control to metering bin bucket elevator.

- Upgrade metering bin including:
  - Demolition of existing metering bin.
  - Reengineer for improved fuel flow to throat.
  - Replace drives.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

Additional work will occur within the Steam Plant perimeter. Any outage periods of the wood fuel boiler will be coordinated with the University.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $177,336.

Additional Information:



Figure 1. Tipper hydraulics in poor condition surrounded by combustible materials.



Figure 2. Hydraulic system beyond serviceable life.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-007



Figure 3. Aged wood conveyance system in poor condition.

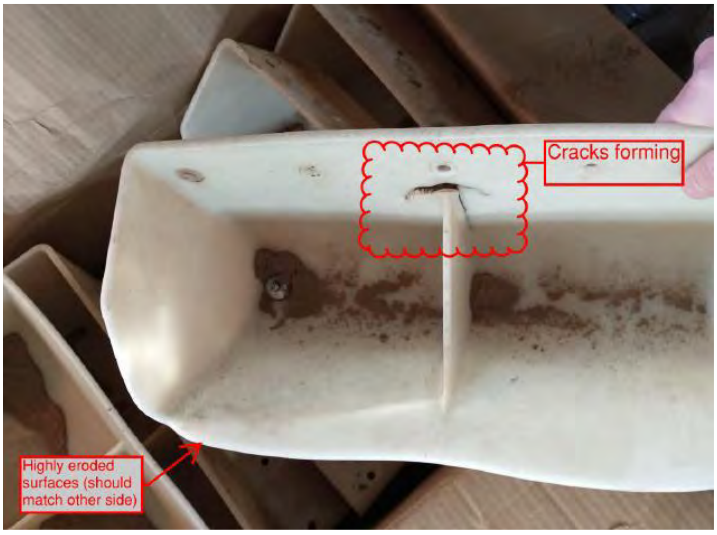


Figure 4. Elevator buckets are heavily worn.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,162,888.

(B) Forecasted annual operations and maintenance costs: $0. Like for like replacements. The new system will have specific O&M requirements to maintain expected life. Downtime from breakdowns and jams should be reduced from improved performance.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) construction will be phased during two summer seasons to ensure the wood boiler is available during winter heating season and to reduce logistics impact to fuel suppliers, (ii) a partial replacement of damaged buckets only (15 buckets per elevator), (iii) a 1% electrical efficiency improvement in the conveyance system will be derived, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-007

(E) Proposed schedule: EPC (Const.) extends through June 2024. EPC (Commiss.) occurs from June 2024 to July 2024.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved fuel handling will increase the reliability of the wood boiler, reducing natural gas consumption.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,146,932.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,000, wood fuel, natural gas, and electricity. The decrease is associated to reduced wood boiler downtime, and improved conveyance efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-008

PROJECT CODE: 23/1-008

PROJECT NAME: Feedwater System Improvements

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (unsafe piping exists). The impact associated with resiliency is high (failure likely to disable the wood fuel boiler, pumps failing risk complete Energy Plant shutdown).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The feedwater system is critical to boiler operations and is in need of replacement. This project addresses issues in the system to improve performance, resiliency, and safety. Most of these systems are original equipment and are well beyond this serviceable life and becoming unrepairable. The feedwater piping to D Boiler is of an unknown age and likely not up to code. The current pipe layout in the Energy Plant is a result of efforts to minimize cost and maximize uptime during construction over the years. As a result, piping often does not follow an optimum path and has excessive bends, which increases losses in the system.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance of the feedwater system.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns presented by condition of existing assets.
- Improve O&M practices for safe and reliable operation.

Scope of Work: The scope of work of this Capital Improvement is:

- Upgrade feedwater pumps and VFDs (x4).
- Optimize feedwater pipe layout in the Energy Plant.
- Replace distribution valves (x15 4” valves, x2 6” valves).
- Replace D Boiler piping (approx. 175ft).

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-008

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $89,748 and will also include (i) a flow analysis to identify losses and potential improvements in the system, and (ii) non-destructive testing of the 2,500 gal feedwater tank to determine remaining useful life.

Additional Information:



Figure 1. Aged feedwater pump.



Figure 2. 64-year-old feedwater pump showing heavy leakage.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,696,493.

(B) Forecasted annual operations and maintenance costs: $0. No change in O&M Cost is expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) a 2% increase in the feedwater pump efficiency, and (ii) the 2,500 gal feedwater tank is still serviceable and does not need to be replaced.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs in September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-008

EPC (Commiss.)												

(F) Impact on Sustainability: Minor improvement from reduced losses in pipe network.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,683,720.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$600, wood fuel, natural gas. The decrease is associated with reduced losses in the pipe network and increased pump efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-009

PROJECT CODE: 23/1-009

PROJECT NAME: Boiler Controls Modernization

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical, life safety, and health issues). The impact associated with resiliency is high (potential for boiler shutdowns).

The likelihood of these events is medium (controls are failing).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The control systems for each boiler are over 30 years old and no longer made or supported by the manufacturer. Currently there are no commercially available parts for these systems. The controls for the wood boiler fail regularly, which puts the boiler out of compliance with the University's Air Quality Permit with Idaho DEQ. Gas boiler controls are located at each boiler instead of centralized, significantly increasing response time to problems and reducing the Energy Plant's ability to monitor equipment. The Chilled Water system is also located far away from the operator station. This project addresses these problems by upgrading and centralizing the boiler control systems into one location to improve plant safety and operational efficiency. As critical components of the Steam and Chilled Water Systems, when these controls fail the respective utility system also fails. With spare parts no longer available there is risk of permanent boiler shutdowns until the controls are replaced. Shutdown of boilers risks N+1 performance standards for the Steam System, posing a significant risk to campus.

Objectives: The main objectives of this Capital Improvement are:

- Centralize Energy Plant controls to increase response time before severe damage occurs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Address long term health concerns from wood dust, ash, and noise exposure that should be physically mitigated rather than dependent on procedures.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Demolition of the existing supervisors' office.
- Construction of a 2-story, 30ft x 12ft centralized control room with office space and conference room on second story.
- Installation, wiring, and programming of SCADA system to include the following systems:
  - Wood boiler (x1).
  - Natural gas boilers (x3).
  - Feedwater pumps (x4).
  - Condensate pumps (x4).
  - Steam turbines (x3).
  - Absorption chillers (x2).

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-009

  - Cooling towers (x3).
  - Emergency generator (x1).
- Install a standalone server for data collection and storage.
- Catwalk modification for access to second story.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $438,048 and will also include architectural and engineering design drawings and specifications to construct a control room and office space.

Additional Information:



Figure 1. Obsolete operator station, manned 24/7 and exposed to environmental hazards.



Figure 2. Demo supervisors' office.



Figure 3. Examples of obsolete gas boiler control and operator station.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-009

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $4,024,783.

(B) Forecasted annual operations and maintenance costs: $9,900. Decrease from fewer repairs to keep controls operational. Increase from more complex and expanded control system. Additional controls and server maintenance needs. The new system will have specific O&M requirements to maintain expected life.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) commercially available control systems will be compatible with existing boilers, (ii) sufficient space will exist for the necessary centralized control room and supervisors' office, (iii) staged demolition and construction of controls at each boiler so N+1 redundancy is maintained in the event of a failure, (iv) 0.5% reduction in fuel costs due to improved control of boiler operations based on FY21 data, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2024. EPC (Commiss.) occurs from August 2024 to September 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Negligible.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,994,056.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$5,000, wood, natural gas, and electricity. The decrease is associated to minor electrical load increase, improved boiler control.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-010

PROJECT CODE: 23/1-010

PROJECT NAME: Wood Boiler Capital Renewal Project 1

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and wood boiler shutdown).

The likelihood of these events is medium.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The wood fuel boiler provides significant economic and environmental benefits to the University, however, at 35 years old, many of the subsystems are in critical need of replacement. This project upgrades the boiler subsystems including the woodchip grate system, internal components, and fans. Each of the subsystems addressed is critical to the operation of the wood fuel boiler. Several single points of failure, or long repair time, issues exist within these systems. Most of these systems are original equipment, well beyond serviceable life, and damaged from years of use. Improvements will increase efficiency, extend the useful life of the boiler, reduce Supply Costs to the University by decreasing boiler downtime, and increase the resiliency of this system, a critical aspect to achieve performance standards and associated resiliency goals of the University. The alternative to these upgrades would be either complete replacement of the boiler and associated fuel and ash handling systems, switch to natural gas fuel at significantly higher Supply costs, or transition away from central steam heating to campus.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the wood boiler to extend its useful service life.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Mitigate single point of failure risks by keeping N+1 critical spares on hand.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Recondition throat.
- Replace failing grate supports, linkages, and hydraulic ram systems.
- Recondition firebox and replace all spray on refractory.
- Replace ash hopper firebricks with refractory.
- Eddy current test boiler tubes and retube as needed.
- Rebuild steam drum diverter, mud drum diffusers, and water column.
- Replace soot blower lances (x8), gear trains, and soot blower valves.
- Replace ID fan, FD fan, under-fire fan, over-fire fan, VFDs, motors, and dampers.
- Replace all critical valves.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-010

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the timing during the lowest steam use to reduce natural gas costs during shutdown. Wood boiler shutdown can be done without an impact to steam customers.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $256,284 and will also include Eddy current testing on the boiler tubes.

Additional Information:

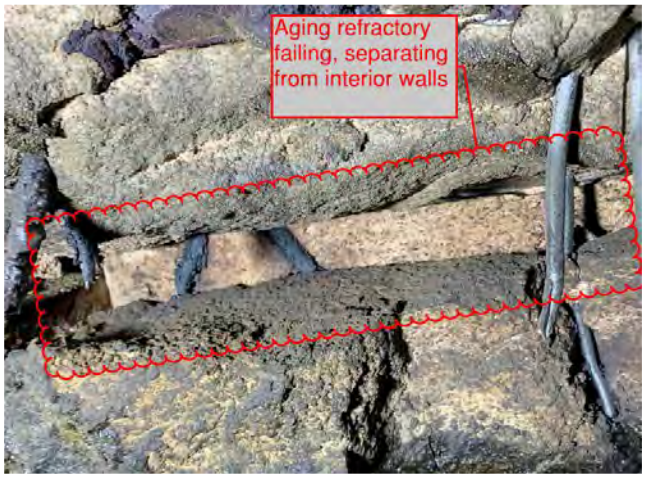




Figure 1. Refractory in need of replacement.

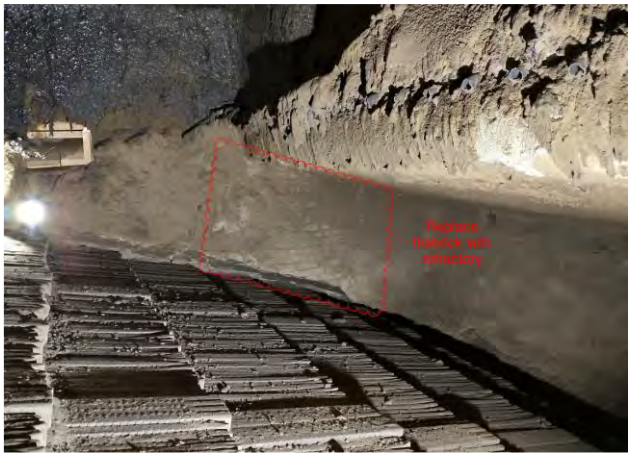


Figure 2. Exposed firebrick in boiler.



Figure 3. Condition of boiler tubes unknown.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-010

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,321,361.

(B) Forecasted annual operations and maintenance costs: $0. Downtime from breakdowns and labor costs should be reduced from improved performance, but it will compensate the increased O&M costs due to Higher complexity of equipment.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 20% of boiler tubes will need to be replaced, (ii) Supply savings achieved through 1% decrease in wood boiler downtime and improved operations based on FY21 data, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved wood boiler efficiency reduces natural gas use during peak loads.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,303,856.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$10,000, wood fuel, natural gas, electricity. The decrease is associated with decreased wood boiler downtime, improved efficiency of the boiler and subsystems.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-011

PROJECT CODE: 23/1-011

PROJECT NAME: 950 CAT Loader Major Rebuild and Hough Replacement

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (fire risk near wood fuel storage). The impact associated with resiliency is high (extended wood boiler outage and increased Supply Costs).

The likelihood of these events is medium (loader is failing and beyond recommended runtime).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The 950 CAT loader is critical for successful operation of the wood chip storage facility. It is used to deliver wood chips from piles to the chip trailer to be used at the Energy Plant. This project rebuilds the engine and mechanical systems of the loader. The loader has passed the recommended runtime hours by the manufacturer and requires a certified rebuild before severe damage occurs. Several failures have occurred in 2021 including fouling fuel injectors and an engine fire, indicating that more significant damage may occur soon if not addressed. Loss of the loader reduces the Energy Plant's ability to meet campus loads with wood fuel, potentially increasing Supply Costs to the University. The backup Hough loader should be replaced as it is well beyond its life expectancy and not reliable. The existing 950 CAT will provide N+1 redundancy to the new loader.

Objectives: The main objectives of this Capital Improvement are:

- Restore N+1 redundancy for the wood chip storage facility.
- Mitigate severe resiliency issues associated with aging systems.

Scope of Work: The scope of work of this Capital Improvement is:

- Certified inspection and rebuild of the existing 950 CAT loader to act as a backup
- Purchase a new loader of similar size to act as the primary loader
- Remove the Hough loader from service
- Administer procurement in accordance with CA Contract Part IV-Performance Standards: Steam and Condensate section 9) Fuel Operations and Storage.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this

proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $1,620, and will also include (i) a certified inspection of the 950 CAT to determine scope of rebuild, and (ii) the administration of procurement of the new loader.

Additional Information:



Figure 2. Smoke due to failing injectors on CAT (Aug. 2021).



Figure 1. CAT engine fire near combustible wood fuels (Oct. 2021).

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $771,686.

(B) Forecasted annual operations and maintenance costs: $1000. Upgraded loader will have additional O&M requirements due to increased complexity.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the cost for loader rental during the rebuild is not included in the indicative price, (ii) the new loader would be purchased and on site before the rebuild commences.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-011

(E) Proposed schedule: EPC (Overhaul) occurs from July 2025 to October 2025.

	07/24	08/24	09/24	10/24	11/24	12/24	01/25	02/25	03/25	04/25	05/25	06/25
Additional Work												
EPC (Proc.)												
EPC (Arriv. site)												
EPC (Overhaul)												

(F) Impact on Sustainability: Minor efficiency and emissions improvement.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $765,936.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-012

PROJECT CODE: 23/1-012

PROJECT NAME: Distribution Steam and Condensate Upgrades

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues associated with steam pipe rupture). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The steam and condensate piping in the tunnel network is critical for distributing heat to campus buildings safely. This project upsizes major sections of the system and upgrades valves and expansion joints. Most of these systems are beyond or approaching their end of serviceable life. The lines by ISUB are over 95 years old, threaded, and beginning to rust, posing a high safety risk to operators and pedestrians if the pipe ruptures. Rupture poses an extreme safety risk to pedestrians and operators from exposure to high pressure, high temperature steam, reduced steam service from pressure loss to all buildings, decreased condensate return rate, and severe damage to all utilities in the tunnel until the pipe can be isolated. Years of water damage is eroding the outside of the pipe, increasing the likelihood of failure and shutdown to campus buildings. The lines on 6th Street are at least 59 years old and too small to meet current or future steam loads. The 6th Street line will need to be upgraded before additional buildings such as Kibbie or Hartung are connected to the network. Additional isolation valves will improve resiliency and add the ability to redirect steam to buildings in the event of a failure. Eventually all steam and condensate piping on campus will need to be replaced, along with their associated valves, supports, and insulation, as much of the system is beyond its expected life. This project addresses the most vulnerable and high risk sections.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade major steam lines to support campus growth.
- Mitigate severe resiliency issues associated with aging systems.
- Address safety concerns associated with the physical conditions of current assets.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace 8” steam and 4” condensate lines from Idaho Ave. to University Ave. (approx. 325 ft).
- Upgrade 6” steam/5” condensate lines on 6th Street from Central Mall to Wallace Complex to 10” and 6” (approx. 670’).
- Upgrade the 5” condensate line on 6th Street from Line Street to Central Mall to 6” (approx. 425 ft).
- Replace aged expansion joints.
- Replace condensate receivers and pumps (x2).
- Install additional condensate sampling points.
- Install double block and bleed isolation valves at key points.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-012

- Identify and remove abandoned utilities.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended that University of Idaho ITS department identify and remove abandoned and damaged IT and telecommunications lines in construction areas while accessible.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the construction of steam and condensate pipe during the summer season to reduce impact to campus.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $90,180 and will also include (i) a tunnel inspection to obtain exact quantities of valves, sampling points, expansion joints, and abandoned utilities, (ii) the development of a steam and condensate system flow model to ensure the pipe sizing is adequate, and (iii) the drafting of a constructability plan for steam and condensate shutdown of areas.

Additional Information:



Figure 1. 95-year-old threaded pipe poses a safety hazard.



Figure 2. 95-year-old threaded pipe is rusting through.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-012

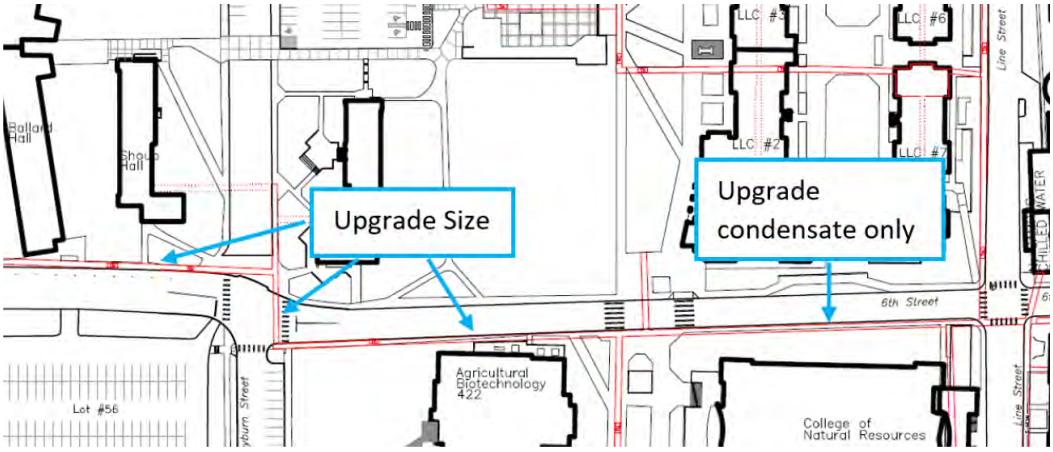


Figure 3. 6th Street lines upgrades.

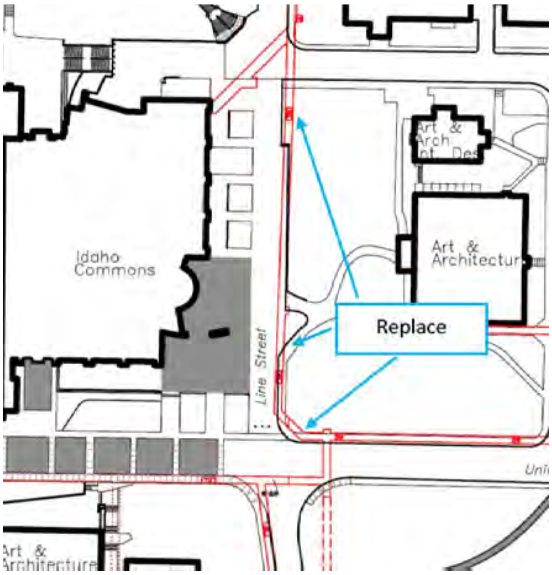


Figure 4. Lines to be replaced by ISUB.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $5,750,062.

(B) Forecasted annual operations and maintenance costs: $7,800. Additional isolation valves and equipment required maintenance.

(C) Proposed modification to the Recovery Period: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-012

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 30 expansion joints (10%) will be replaced, (ii) 5 condensate sampling points will be added, (iii) 10 additional isolation valves will be added, (iii) the additional work may identify additional needs to be presented in a future Capital Improvement, (iv) the necessary pipe sizing may change depending on the flow study, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2025. EPC (Commiss.) occurs in October 2025.

	07/24	08/24	09/24	10/24	11/24	12/24	01/25	02/25	03/25	04/25	05/25	06/25
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Negligible.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $5,705,100.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-013

PROJECT CODE: 23/1-013

PROJECT NAME: Energy Plant Emergency Generator Upgrades

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (loss of heat in winter). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is low.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The emergency back-up generator is critical for providing power to the Energy Plant during total electrical outages. This project upgrades the system by replacing the aging generator and electrical components and connecting them to the microgrid. Most of these systems are 26 years old and beyond their serviceable life. Though the turbines are expected to provide power during an Avista outage, the generator is still necessary to provide "black start" functionality if there is an outage while the turbines are offline. Each of the subsystems addressed is critical for the successful operation of the Energy Plant during such an outage. Without power there would be a complete steam and compressed air loss to campus buildings. Modernizing the generator and connecting to the Energy Plant microgrid will provide for automatic start-up and synchronization with the turbines, reducing potential interruptions to plant operations or campus when power from the utility is lost or restored.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade the generator to provide black start capability.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.

Scope of Work: The scope of work of this Capital Improvement is:

- Remove the existing generator, ATS, and emergency panel 'X'.
- Install new 208V, 3-phase, 300 kW diesel generator with 24-hour belly tank on the exterior of the building.
- Install new ATS and emergency panel to support electric loads of the natural gas boilers.
- Upgrade the emergency electrical system and connect to microgrid controls.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-013

accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the construction schedule during summer hours to reduce impact to the Energy Plant parking lot.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,892 and will also include a power study for proposed emergency circuits.

Additional Information:



Figure 1. Aged generator at the Energy Plant.



Figure 2. Existing fuel tank.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $681,164.

(B) Forecasted annual operations and maintenance costs: $0. No change in O&M Costs expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) suitable space is available outside the building, and (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2026. EPC (Commiss.) occurs in September 2026.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-013

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Minor impact from larger diesel generator fuel consumption.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $675,972.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-014

PROJECT CODE: 23/1-014

PROJECT NAME: Energy Plant Building Envelope Improvements

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (physical and life safety issues). The impact associated with resiliency is medium (plant security issues).

The likelihood of these events is medium.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The exterior envelope of the Energy Plant has been in disrepair for some time, with the last major improvement 35 years ago with the addition of the wood boiler. Many portions of the building are original from 1926. Upgrades are needed for the plant to continue operation for the next 50 years. This project addresses the many significant safety issues for both plant operators, and vehicle and pedestrian traffic outside. Security additions at doors and windows are needed to prevent unauthorized access. Providing a setback from the building is necessary for protection from falling objects and glass. Many of these issues can be addressed while also improving the general appearance of the building.

Objectives: The main objectives of this Capital Improvement are:

- Improve the general condition of the Energy Plant to extend useful life.
- Increase security and prevent unauthorized access.
- Address safety and security concerns presented by degraded condition of existing assets.
- Address long term health concerns from ash exposure.

Scope of Work: The scope of work of this Capital Improvement is:

- Install card access locks on all exterior doors.
- Replace windows with safety glass. Recondition all window operating mechanisms.
- Replace failed roof exhaust fans.
- Replace roof.
- Connect roof drains to stormwater collection system instead of sewer.
- Recondition brickwork and repaint sheet metal exterior.
- Plant a tree row on east side of building to reduce safety risks in parking lot.
- Upgrade exterior lighting and Bay 3 to LED lights.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-014

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the partial closing of Lot 14 and adjacent sidewalks during construction, as well as a potential reconfiguration of the parking lot.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $155,412 and will also include the preliminary architectural and engineering design documents to include windows, landscape tree planting, and exterior façade re-finishing.

Additional Information:

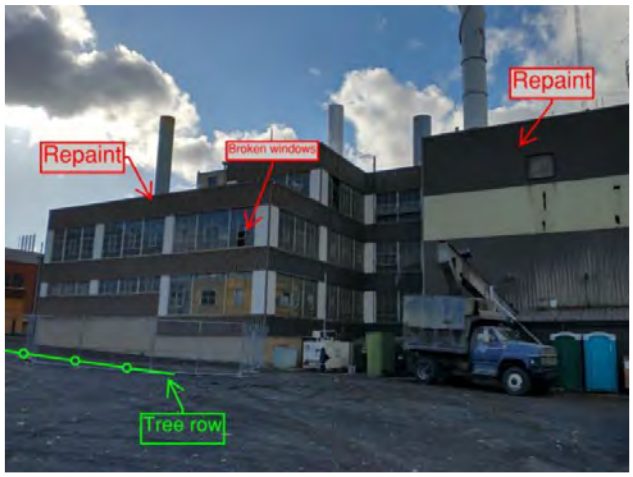


Figure 1. East side of building.



Figure 2. Failed exhaust fan and broken windows.



Figure 3. Brickwork at Energy Plant.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-014

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $3,767,158.

(B) Forecasted annual operations and maintenance costs: $0. No change in O&M Cost is expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 40% of brickwork will be repointed, (ii) trees will be planted away from utilities and their ownership turned over to the University after construction, (iii) construction work will be staged over 2 years to reduce impact to campus activities, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through June 2027. EPC (Commiss.) occurs from June 2027 to July 2024.

	07/25	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement as a result of a new tree row that will act as a carbon sink improving local air quality.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,739,392.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible. Any LED savings will be offset by additional loads.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-015

PROJECT CODE: 23/1-015

PROJECT NAME: Utility Tunnel Upgrades

UTILITY SYSTEM: Steam, Chilled Water, Electricity

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended utility outages and building shutdowns).

The likelihood of these events is low.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The utility tunnel network is critical for distributing many utilities across campus including steam, chilled water, high voltage power, natural gas, and IT/telecom. This project upgrades the systems within the tunnels that remove water and keep workers and pedestrians safe. These systems are critical for preventing flooding damage to utilities and the tunnel walls as well as reducing the risk of severe life safety hazards such as electrocution or natural gas leaks. Many of these components are not suited for the environment or are at the end of life and are in need of upgrades. The existing sump pumps are not rated for high temperature water and fail often. Much of the racking used to support pipes is heavily damaged from rust and corrosion over time, posing a safety and resiliency risk. Lighting systems are inadequate, causing unsafe conditions. This project removes, replaces, and repairs systems to extend the tunnels' life.

Objectives: The main objectives of this Capital Improvement are:

- Extend the useful life of the tunnel system by implementing effective water management to reduce water intrusion damage.
- Mitigate resiliency issues by replacing damaged/inadequate utility racking and removing abandoned systems.
- Address safety concerns presented by the physical condition of existing tunnel systems.
- Prevent unplanned outages by replacing degraded iron pipe with copper.

Scope of Work: The scope of work of this Capital Improvement is:

- Conduct thorough assessment to provide water management, racking, lighting, and piping improvements throughout the tunnel system.
- Replace sump pumps with high temperature pumps and standardize (x10).
- Convert lights to LED and install central system to shut off lights remotely.
- Replace damaged utility racking.
- Identify and remove abandoned utilities in construction areas.
- Upgrade corroded iron compressed air pipes to Type K copper.

Beyond the Concessionaire's Line of Demarcation associated to this Capital Improvement, it is recommended that University of Idaho ITS department identify and remove abandoned and damaged IT and telecommunications lines in construction areas while accessible.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey

covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University and building occupants any potential utility shutdowns.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $73,548.

Additional Information:

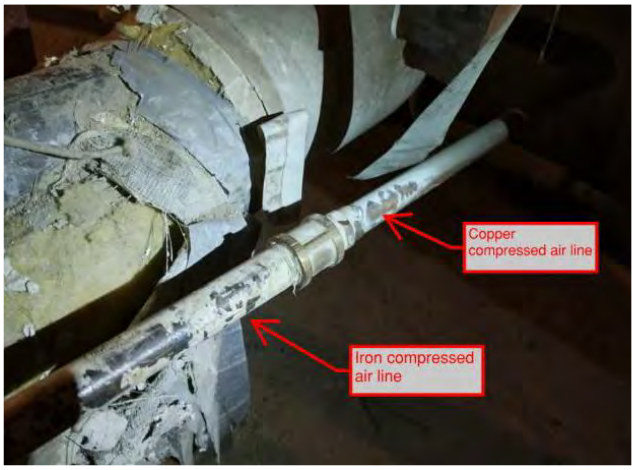


Figure 1. Iron compressed air lines.

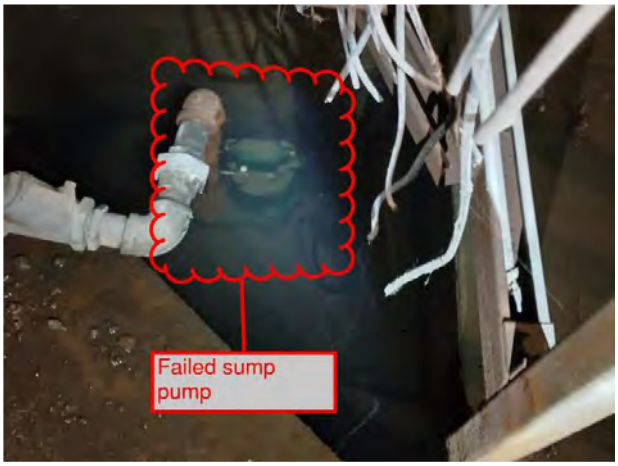


Figure 2. Failing sump pump.



Figure 3. Fluorescent lights still in use.



Figure 4. Flooding due to failed sump pump near high voltage power.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-015

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,986,061.

(B) Forecasted annual operations and maintenance costs: $0. No change in O&M Cost is expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 25% of lighting needs to be converted to LED, (ii) 5% of utility racking requires replacement, (iii) 300' of iron pipe requires replacement, (iv) utility racking will be able to be repaired or replaced without shutting down utility service, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2027. EPC (Commiss.) occurs in October 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement from reduced electric loads.

(G) Anticipated tax credits or other benefits: Possible rebate from Avista being assessed.

(H) Fee or charge payable to the Operator: $1,971,108.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible. The reduction from lighting energy savings will be offset by operational sump pumps.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-016

PROJECT CODE: 23/1-016

PROJECT NAME: Condensate Return System Upgrades

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (unsafe working conditions). The impact associated with resiliency is medium (potential risk to building envelope).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The condensate return system is critical to boiler operations and is in need of upgrades provided by this project. This project addresses issues in the system to improve performance, resiliency, and safety. These systems are beyond expected life and should be replaced before failure. The main hot well tank is 95 years old, underground, and in unknown condition. Loss of these tanks risks a steam system shutdown and structural damage to the building envelope of the Energy Plant.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade condensate return system to improve performance.
- Mitigate resiliency issues associated with systems approaching end of life.
- Address safety concerns that should be physically mitigated rather than dependent on procedures.
- Improve O&M practices for safe and reliable operation.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace condensate pumps at the hot well tanks and install VFDs (x4).
- Install exhaust fans in the hot well room.
- Recondition the hot well tanks and reline (x2).
- Replace critical valving in hot well room.
- Install flash tank to capture high pressure steam losses.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-016

proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $77,976 and will also include a structural assessment of the hot well tanks.

Additional Information:



Figure 1. Aged condensate pumps in hot well room.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,630,428.

(B) Forecasted annual operations and maintenance costs: +$1,500. The increase is required for the additional flash tank and exhaust fans.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) hot well tanks will still have useful life left if relined, (ii) no major structural repairs or replacement is needed, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through July 2027. EPC (Commiss.) occurs in August 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-016

(F) Impact on Sustainability: Improvement from more efficient pumps. Reduced flash steam losses.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,618,164.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$100, electricity. The reduction derives from VFDs and reduced steam losses.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-017

PROJECT CODE: 23/1-017

PROJECT NAME: Wood Boiler Capital Renewal Project 2

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (long-term health concerns for operators). The impact associated with resiliency is medium (extended outage and building shutdown).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The wood fuel boiler provides significant economic and environmental benefits to the University, however, at 35 years old, many of the subsystems are in critical need of upgrade. This project upgrades the boiler subsystems associated with improving performance and managing emissions. Each of the subsystems addressed is critical to the successful operation of the wood fuel boiler and is in serious need of upgrades. Several single points of failure, or long repair time, issues exist within these systems. Most of these systems are original equipment and are well beyond this serviceable life. Upgrading these systems is critical to plant reliability, will improve efficiency, extend the useful life of the boiler, and reduce Supply Costs to the University.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the wood boiler to extend its useful service life.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address health concerns presented by the condition of existing systems.
- Allow O&M practices for safe and reliable operation.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace economizer.
- Refurbish air pre-heater and improve access.
- Repaint and insulate the boiler skin.
- Replace emissions land.
- Emissions management improvements.
- Upgrade damper controls for over and under fire fan flow.
- Efficiency and balancing study to optimize operation.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-017

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the construction schedule during the lowest steam use to reduce natural gas costs during shutdown, and the use of Lot 14 for use as a laydown area. The wood boiler shutdown can be done without an impact to steam customers.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $314,280 and will also include (i) an engineering assessment on emissions control method modernization, (ii) an engineering assessment on insulating boiler skin, (iii) a non-destructive testing of the exhaust stack to determine useful life, and (iv) Eddy current testing on air preheater tubes.

Additional Information:

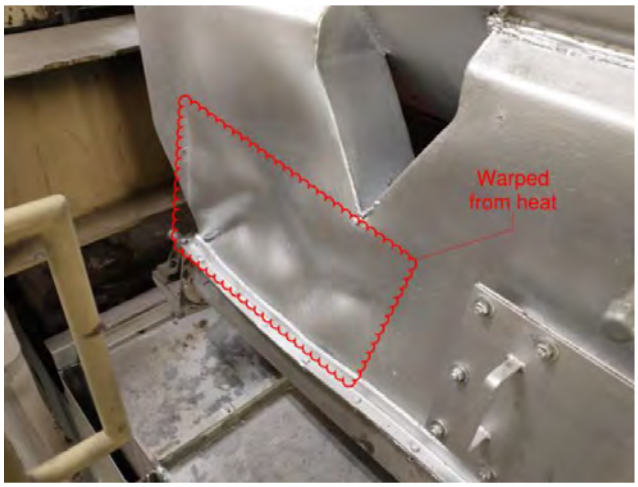


Figure 1. Exterior walls of boiler warping from age and heat.



Figure 2. Non-insulated exterior walls.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,908,404.

(B) Forecasted annual operations and maintenance costs: $0. No change in O&M Cost is expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 20% of air preheater tubes will need to be replaced, (ii) exhaust stack will still have useful life

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-017

and will not need to be replaced, (iii) construction will be staged across two summer seasons to ensure the wood boiler is operational during the heating season to reduce Supply Costs, and (iv) wood fuel requirements will be reduced by 2%.

(E) Proposed schedule: EPC (Const.) extends through June 2028. EPC (Commiss.) occurs from June 2028 to July 2028.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement in wood boiler efficiency will reduce the use of natural gas during peak loads.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,886,948.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$20,000, wood fuel, natural gas. The decrease is associated with the improved efficiency of the boiler and its subsystems.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-018

PROJECT CODE: 23/1-018

PROJECT NAME: Wood Fuel Storage Conveyance System Improvements

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (some mitigation required). The impact associated with resiliency is medium (further degradation will become more impactful).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Fuel Storage conveyance system has been in service since 2010 and requires upgrades. The mechanical measurement, unloading, and conveyance systems all require improvements in order to provide reliability of operation and allow for an adequate O&M practice. Periodic material jams and inadequate lighting present a safety concern to the operations staff. Unacceptable safety concerns are being managed by implementing protocols in the interim, but they need to be addressed promptly.

Objectives: The main objectives of this Capital Improvement are:

- Improve wood handling performance at the Wood Chip Storage Facility.
- Mitigate a severe safety and resiliency issue.
- Upgrade conveyance to increase reliability.
- Mechanical and lighting upgrades to improve safety.
- Implement required O&M practices for a safe and reliable operation.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace load scale and upgrade electronics.
- Replace tipper pins and upgrade hydraulics.
- Improve tipper chute to eliminate jamming.
- Replace conveyance belt and source spare material.
- Install yard lighting and motion sensors to improve safety and security.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-018

accommodations will be implemented as needed.

The Concessionaire will coordinate with the University a construction plan for this Capital Improvement.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $129,276 and will also include a schematic design of the scale, the tipper, the conveyance equipment, as well as the lighting improvements.

Additional Information:



Figure 1. Tipper hydraulics surrounded by flammable material.



Figure 2. Wood chip conveyance system.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $957,408.

(B) Forecasted annual operations and maintenance costs: $0. No change in O&M Cost is expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) transformer will have sufficient power for new loads, (ii) construction will be scheduled during the spring season to reduce impact to operations, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-018

(E) Proposed schedule: EPC (Commiss.) extends through July 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement derived from a more efficient wood fuel conveyance, thus mitigating unplanned outages and the associated increase in the use of natural gas fuel.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $950,616.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible electricity. The savings derived from the use of LED will likely be offset by the additional loads.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-019

PROJECT CODE: 23/1-019

PROJECT NAME: Wood Fuel Storage Facility Improvements

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (some mitigation required). The impact associated with resiliency is low (further degradation will become more impactful).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Fuel Storage Facility has been in service since 2010 and is critical to the supply of high-quality fuel to the Steam Plant and therefore, the reliability of steam plant operation. The lack of stormwater collection on the south side of the building has resulted in groundwater seeping into the wood fuel and eroding the area underneath the hardscape. These voids pose a risk to the structural integrity of the facility and need to be repaired. The wet wood fuel negatively impacts the Energy Plant's efficiency and is a risk to the wood boiler as rocks, mud, and potentially broken pavement may make their way into the fuel supply. The Storage Facility access is unrestricted, and instances of unauthorized access occur on occasion. This is a public safety and security concern as property damage or personal injury could occur.

Objectives: The main objectives of this Capital Improvement are:

- Increase Steam Plant resilience and efficiency by maintaining high fuel quality.
- Remove stormwater from the area to protect fuel quality and building foundation.
- Improve safety and security of the Storage Facility by installing access control.
- Replace the horizontal surfaces (apron and roadways) to maintain high quality fuel free of debris.

Scope of Work: The scope of work of this Capital Improvement is:

- Repair portion of damaged hardscape to include concrete demolition and restoration.
- Install stormwater collection system for the roof and south side of building.
- Excavation, backfill, and bedding for stormwater system.
- Install a gate and card access at the Storage Facility entrance.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the provision of perimeter fencing to prevent unauthorized access to construction areas.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-019

The Concessionaire will coordinate with the University a construction plan for this Capital Improvement.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $104,112 and will also include a geotechnical evaluation of hardscape to identify location and magnitude of voids (2 bore holes, 2 test pits).

Additional Information:



Figure 1. Wood Chip Storage Facility location behind Facilities Services.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $628,055.

(B) Forecasted annual operations and maintenance costs: $500. Additional O&M associated with maintenance of the gate and the management of the stormwater system.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pumped ground water removal systems will not be required, (ii) a 40'x40' patch of the worst concrete section -may vary on results of geotechnical evaluation-, (iii) efforts will be made to mitigate impact on surrounding vegetation but impacts may occur and are not included in this scope, (iv) a 0.1% reduction in wood fuel requirements from reduced moisture content, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-019

(E) Proposed schedule: EPC (Const.) extends through August 2027. EPC (Commiss.) occurs in September 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Positive impact as a result of a higher efficiency operations at the Steam Plant derived from improved fuel quality (reduced moisture and debris).

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $623,268.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,000, wood chips. The savings derive from a more efficient operation with reduced-moisture fuel.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-020

PROJECT CODE: 23/1-020

PROJECT NAME: Water Treatment Improvements Project 2

UTILITY SYSTEM: Steam

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is low.

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Hot Lime Softening (HLS) tanks and the associated feedwater and condensate chemistry subsystems are critical for protecting the boilers and the steam distribution systems from scaling that reduces efficiency and risks significant damage (such as damaged/destroyed boiler internals, steam and condensate main degradation, and steam trap failure). These systems experience frequent fouling due to the type of fluids used, which reduces efficiency. HLS tank #1 is 58 years old and needs to be replaced. Most of this system is well beyond its serviceable life. HLS #1 is non-functional and well beyond its serviceable life. Replacement is critical for the future reliability of the Steam Plant.

Objectives: The main objectives of this Capital Improvement are:

- Right size the Energy Plant water treatment system.
- Mitigate resiliency issues associated with systems beyond their serviceable life.
- Improve O&M practices for a safe and reliable operation.

Scope of Work: The scope of work of this Capital Improvement is:

- Remove and replace HLS #1.
- Optimize flow path between the HLS tanks to provide redundancy and improve efficiency.
- Replace scaled piping between the HLS tanks.
- Replace distribution valves between HLS tanks.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University to locate a laydown area in Lot 14.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-020

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $78,300 and will also include an engineering assessment on water technology options.

Additional Information:



Figure 1. Aged Hot Lime Softener #1.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,837,414.

(B) Forecasted annual operations and maintenance costs: $0. No change in O&M Cost is expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/1-020

(E) Proposed schedule: EPC (Const.) extends through September 2027. EPC (Commiss.) occurs in October 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Minimal improvement from reduced water consumption.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,823,580.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible (<1%), wood fuel, natural gas. Less steam vented from a smaller HLS tank.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-021

PROJECT CODE: 23/2-021

PROJECT NAME: Chilled Water Distribution Upgrades Project 1

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (flooding risk). The impact associated with resiliency is medium (extended outage and building shutdown).

The likelihood of these events is high (multiple joints have failed in the past).

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Chilled Water is distributed through miles of direct buried piping to campus buildings for cooling needs. Since the South Campus Chilled Plant was constructed the operating pressure of the distribution network has increased due to the height of the Thermal Energy Storage Tank. While this improves overall performance, the increased pressure has put additional stress on pre-existing pipes that were not designed for it. Design deficiencies include pipe and fitting selection not suitable for pressure levels and inadequate thrust blocks to restrict pipe movement. Multiple joints in the system have failed because of this in recent years, causing unplanned outages and flooding until repaired. This project aspires to provide repairs to the highest risk joints in the existing system before failure risks unplanned outages. Upgrades are needed across to the system to improve resiliency and prevent loss of service to critical cooling loads such as research and servers. A chilled water model is needed to identify the highest pressures in the system and most likely points of failure, further safety and resiliency risks, and support campus growth. Remediation of the inadequate piping systems will likely require multiple projects. This project's Additional Work will determine the construction plan and extent of projects required.

Objectives: The main objectives of this Capital Improvement are:

- Address design deficiencies in the CHW distribution network
- Mitigate resiliency issues associated with inadequate piping construction details
- Address safety concerns associated with the physical conditions of current assets

Scope of Work: The scope of work of this Capital Improvement is:

- Replace glued joints with flanged joints
- Provide excavation, demolition, bedding, backfill, surface restoration, etc.
- Model the Chilled Water system to identify deficiencies, restrictions, and support future growth

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which

originated prior to Closing.

A construction safety plan will be developed including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University chilled water shutdown to buildings as needed and potential road and walkway closures.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $244,080 and will also include (i) development of a chilled water system flow model, and (ii) development of a construction plan to repair at risk joints.

Additional Information:



Figure 1. Joint that failed at NCCP in January 2021 and flanged joint installed after failure.

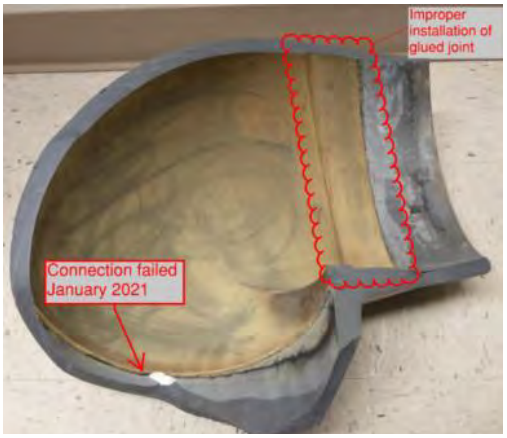


Figure 2. Failed joint not installed correctly

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-021

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $916,853.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) as-builts of previous chilled water line construction projects will be available, (ii) the replacement of ten 12" joints in the hardscape and softscape areas would be performed, (iii) the Additional Work and flow study may identify additional needs to be presented in a future Capital Improvement project, (iv) necessary pipe sizing may change depending on flow study, and (vv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2025. EPC (Commiss.) occurs in October 2025.

	07/24	08/24	09/24	10/24	11/24	12/24	01/25	02/25	03/25	04/25	05/25	06/25
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Supports future connections to the chilled water system, which reduces carbon footprint.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $909,684.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-022

PROJECT CODE: 23/2-022

PROJECT NAME: North Campus Chiller Plant Upgrades

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is medium (extended outages).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The North Campus Chiller Plant (NCCP) is critical for supplying chilled water to campus buildings and increases wood boiler performance in the summer. This project upgrades the condenser water loop and cooling towers that serve the absorption chillers. Most of these systems are well beyond their serviceable life and in need of replacement. The cooling towers are heavily scaled, which reduces performance and useful life. Re-engineering the condenser water loop and replacing cooling towers will improve performance, resiliency, and provide for redundancy to the McClure Chiller Plant during cold weather. Neither the cooling towers or pumps were sized for their matching chillers, which reduces performance and the NCCPs ability to support critical cooling loads. Loss of NCCP if the cooling towers go down will impact campus operations by potentially triggering chilled water load shedding and increased Supply Costs to the University as electric chillers are brought online and steam turbine output is reduced.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance and operating efficiency of the NCCP.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Redesign condenser loop with a common header for all chillers and cooling towers.
- Install and indoor basin to allow for cold weather operation.
- Replace primary and secondary pumps and VFDs (x5).
- Replace cooling towers (x3).
- Upgrade controls and monitoring.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage including the protection of live utilities, and

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-022

the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the Line Street closure for crane operations. The construction is scheduled during the fall season to avoid chiller shutdown during the peak cooling season.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $114,264 and will also include eddy current testing on both absorbers.

Additional Information:

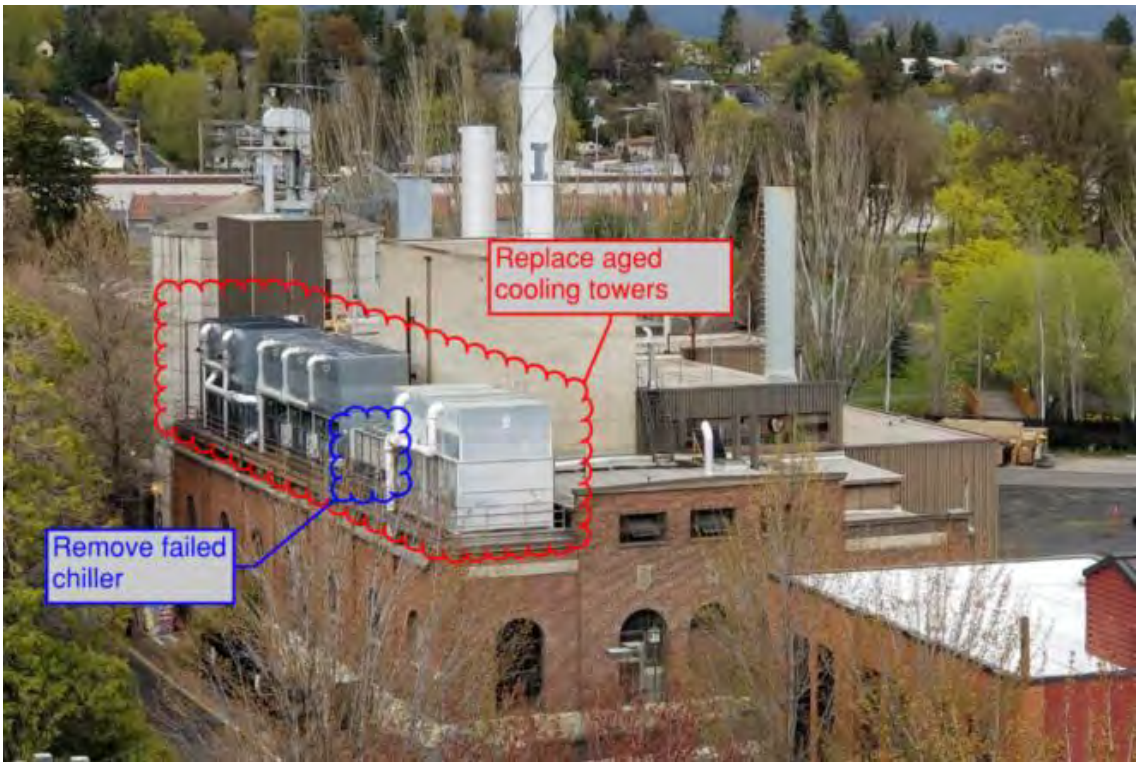


Figure 1. Cooling towers at NCCP

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $5,742,498.

(B) Forecasted annual operations and maintenance costs: $0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that workable solutions for all required coordination with University activity will be achievable.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-022

Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Dev.) extends through July 2027. EPC (Const.) occurs from August 2027 to November 2027. EPC (Commiss.) occurs in November 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved from the reduced water consumption and noise in vicinity.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $5,700,672.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,000, electricity. Improved efficiency from right sizing pumps and towers.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-023

PROJECT CODE: 23/2-023

PROJECT NAME: South Campus Chiller Plant Emergency Generator

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is low (extended outage and building shutdown).

The likelihood of these events is low.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The South Campus Chiller Plant (SCCP) is not backed up with emergency power. Without power chilled water cannot be distributed to campus buildings with year-round critical cooling loads during outages. This project installs a generator sized to support the TES tank and associated pumping needed to distribute chilled water to campus, but not run chillers or cooling towers to produce chilled water. Cooling loads on campus would be met as long as the TES tank is charged. These subsystems are critical to the successful operation of the chilled water system. Installing a generator improves resiliency and mitigates risk to critical campus cooling loads such as research and servers. This is a first step towards supplying chilled water to campus during a power outage to achieve performance standards. Future Capital Improvement projects will be proposed to operate chillers and cooling towers during outages.

Objectives: The main objectives of this Capital Improvement are:

- Provide chilled water to critical campus cooling loads during power outages.
- Mitigate resiliency issues associated with a lack of backup power.

Scope of Work: The scope of work of this Capital Improvement is:

- Install a 480V, 3 phase, 3kW diesel generator with 24-hour belly tank on exterior of building.
- Install ATS, emergency panel, circuits, and controls to support CHW circulation pumps, TES tank sensors, and controllers.
- Connect Water Systems SCADA panel to emergency circuit.
- Construct enclosure and fencing around generator.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A construction safety plan will be developed including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-023

implemented as needed.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $70,848 and will also include an electrical load assessment to right size the new generator.

Additional Information:

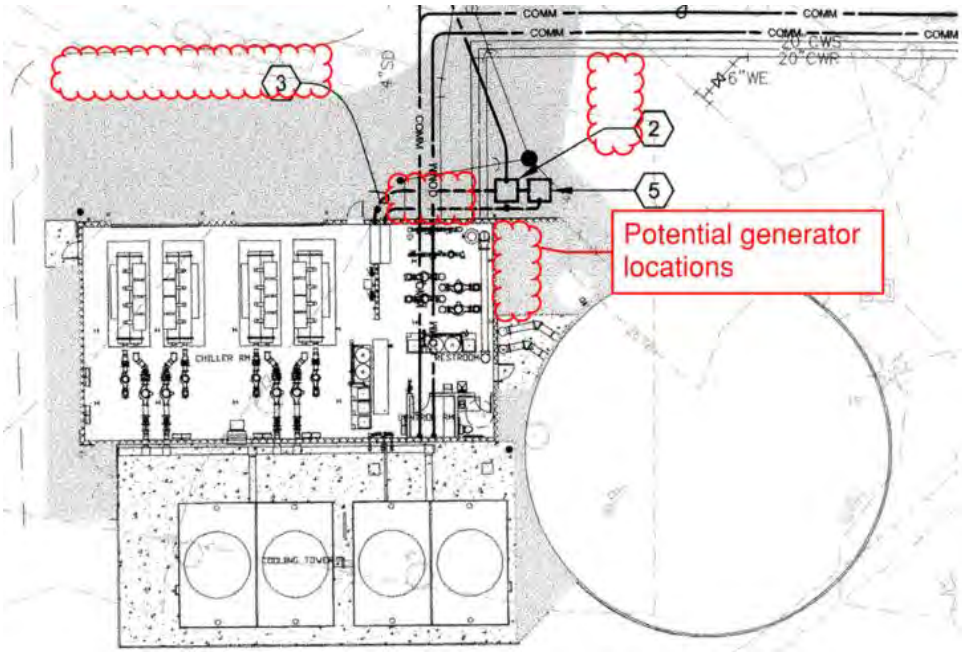


Figure 1. Potential exterior locations for the generator.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $611,887.

(B) Forecasted annual operations and maintenance costs: +$4,700. The increase is associated with labor and fuel cost for regular service checks.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the size of the generator is dependent on the outcome of the project 23/2-021, (ii) the generator does not need to be sized to support chilled water production to reduce cost and footprint, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/2-023

(E) Proposed schedule: EPC (Const.) extends through July 2027. EPC (Commiss.) occurs in August 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: There will be a minor impact from the fuel consumption of the diesel generator.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $607,284.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-024

PROJECT CODE: 23/3-024

PROJECT NAME: Electrical Transformer and Primary Component Capital Equipment Reserve

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Campus wide, the building electrical services, including conductors, connectors, transformers, and switches are aged; have no record of being tested nor maintained; and are a significant risk to the reliability of the campus electrical system. Recent failures indicate that substantial upgrade work is needed to bring the electrical distribution system up to required operating condition. This upgrade work is likely to take many years and additional failures are imminent. This project establishes mechanisms to respond to electrical distribution outages while permanent solutions are being planned and implemented. These capital assets are also required to do planned replacements of primary electrical system components. Lead time for primary electrical components can be very long. Without this work, extended outages could interrupt University business, cause property damage, and render unsafe occupancy conditions.

Objectives: The main objectives of this Capital Improvement are:

- Improve the safety/reliability of Primary Electrical Distribution system by preparing immediate response to outages.
- Maintain Performance Standard Part V.6, 7 and 8 and mitigate negative impact to Availability KPIs.
- Provide reserve transformers for emergency replacement service.
- Achieve a reserve supply of strategic primary electrical assets such as transformers, elbows, and bushings.
- Established baseline condition of primary electrical components.
- Procure emergency generation for quick dispatch to address electrical outages due to failures.

Scope of Work: The scope of work of this Capital Improvement is:

- Perform an assessment of the transformers to determine number, size, and characteristics to stock.
- Evaluate existing transformer stock. Retain, refurbish, or dispose of existing as determined.
- Purchase, receive, and stock capital equipment reserve including strategic transformer sizes.
- Purchase portable generator for response to emergency power outages.
- Coordinate capital equipment reserve with transformer replacements to maintain a rolling stock.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-024

covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

Equipment will be stored safely and prepared for safe deployment as part of the Safety Plan.

The Concessionaire will coordinate with the University access to all transformers and vaults required for the Additional Work.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $84,564 and will also include (i) evaluation of primary components, developing reserve stock requirements and specification of primary components, (ii) the testing of existing reserve transformers to determine viability, and (iii) an oil and thermography testing of all transformers, primary switches, and vaults.

Additional Information:



Figure 1. Portable generator in place while transformer is being removed/replaced.



Figure 2. The replacement of transformer can take months.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-024

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,287,884.

(B) Forecasted annual operations and maintenance costs: +$500, as O&M Costs for the new generator.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) a strategic reserve of primary electric components will allow much more predictable response to electrical failures, (ii) the primary electric components for permanent repair will have a long lead time, and (iii) a strategic reserve may serve as rotating stock if sizing is correct for a permanent solution.

(E) Proposed schedule: EPC (Const.) extends through October 2023. EPC (Commiss.) occurs in November 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,278,504.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. The equipment will be static in reserve during normal operations.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-025

PROJECT CODE: 23/3-025

PROJECT NAME: Electrical Vault Inspections and Upgrades

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The primary electrical system is largely distributed in an underground system including multiple vaults where cables are pulled, terminated, or spliced. These vaults are susceptible to excessive water intrusion. In many cases primary distribution splices are submerged in water that are not suitably rated for this application. This condition causes severe safety issues for personnel and campus community as well as severe resiliency issues. This project remediates water intrusion issues and unsound conditions. Before work is done on the vaults, it's imperative that the condition, capacity, and needs of the campus electrical distribution be well understood. A study to gain this information is necessary as Additional Work.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a severe safety and resiliency issue.
- Maintain Performance Standard Part V.6, 7 and 8 and mitigate negative impact to Availability KPIs.
- Modernize electrical distribution components (vaults) to allow primary electrical system to be adequately maintained per industry and performance standards.
- Implement required monitoring, water control, and O&M practices for a safe and reliable operation.
- Perform a comprehensive campus-wide electrical distribution study to inform future steps toward a safe and resilient electrical system necessary in order to provide operations per performance standards and University expectations.

Scope of Work: The scope of work of this Capital Improvement is:

- Perform assessment of the Campus Electrical Distribution System.
- Investigate 85 electrical vaults, primary switches, conductors.
- Assess condition of underground primary distribution assets.
- Develop a remediation plan for water intrusion and unsound conditions.
- Install sump pumps and water monitoring systems.
- Establish baseline thermography and, where applicable, oil testing.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-025

completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University any required periodic restrictions of access to immediate work areas. Planned interruptions to building electrical services may be required.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $589,248 and will also include (i) a Campus Electrical Distribution System Study, (ii) a condition assessment of the underground primary distribution assets, and (iii) developing scope, schedule, budget for water management and primary component remediation.

Additional Information:



Figure 1. An electric vault that is completely submerged. Condition of equipment is unknown.



Figure 2. Electrical conduits submerged in vaults.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-025

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $4,909,371.

(B) Forecasted annual operations and maintenance costs: +$800. The installation of water management systems will increase the O&M requirements.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the scope of this project is highly dependent upon the findings of the Additional Work, and (ii) 10 of the underground vaults require water management, 10% require major repair, 50% require normal repair, and 40% only require minor repair (this estimate is a rough order of magnitude only).

(E) Proposed schedule: EPC (Const.) extends through October 2023. EPC (Commiss.) occurs in November 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $4,870,044.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: +$500, electricity. Additional electrical costs associated with the operation of the sump pumps.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-026

PROJECT CODE: 23/3-026

PROJECT NAME: Menard Law Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (previous components failures).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Transformers are over 30 years old and have no record of being tested. The November 2019 failure and emergency repair of the oil filled, 13.2kV disconnect switch in Menard Law indicates that failure is imminent on this equipment of same age. That failure was the direct cause of the TLC basement flood that shut the building down for 3 weeks. The emergency repair of components resulted in spliced high voltage cable, eliminated building disconnect, and unsafe conditions. This condition presents a clearly dangerous condition for personnel and building occupants while leaving property at significant risk of damage. The main switch gear is beyond life and needs to be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is University responsibility.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a severe safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-026

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the College of Law building shutdown. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) a 30-day power study to evaluate load size for transformer sizing, and (ii) the documentation of vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Additional Information:

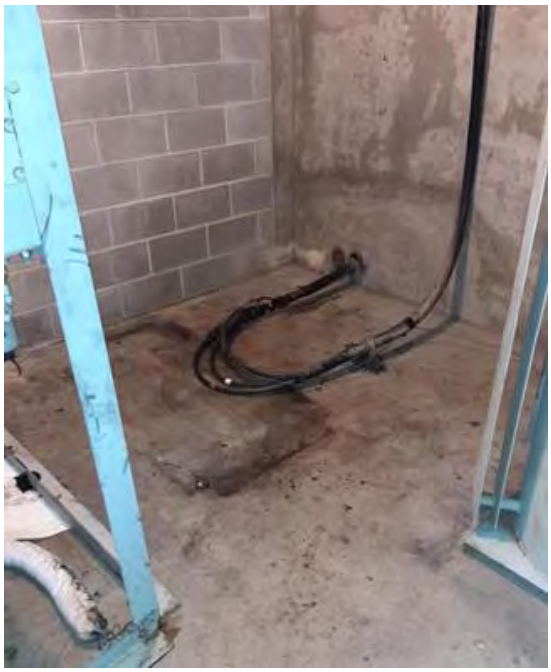


Figure 1. Unsafe conductor splice laying on the floor after emergency repairs in 2019.



Figure 2. Conditions in transformer room dangerous enough to require Arc flash PPE before entering.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-026

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $776,752.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) original transformers and switchgear were sized to serve electric boilers and chillers that have since been removed, (ii) new transformer is expected to be smaller and more efficient, (iii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iv) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs in October 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $770,904.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$650, electricity. It is assumed a 1% improvement in electrical efficiency based on historic metering.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-027

PROJECT CODE: 23/3-027

PROJECT NAME: Kibbie Dome Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are 47 years old and have no record of being tested. Recent failure and replacement of one of the transformers in October 2021 indicates imminent and unpredictable failure of others. Multiple safety and reliability concerns were identified during the emergency replacement. These conditions present a clear dangerous condition for personnel and building occupants while leaving property at significant risk of damage. There is significant risk to campus events scheduled including football games and graduation ceremonies. The main switch gear is beyond life and will require replacement at the same time. If the University upgrades the field lighting to LED at the same time, there is significant energy savings and reduced project cost/O&M by eliminating the need for a 480V transformer.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade electrical system of the Kibbie Dome to reduce risks to scheduled events.
- Mitigate a significant safety and resiliency issue.
- Modernize electrical distribution and metering.
- Achieve a safe arc flash condition.
- Implement required O&M for a safe and reliable operation.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace 1200 kVA pad mount transformer serving north Kibbie Dome Concourse and field lighting (13.2kV to 480V).
- Replace 225 kVA pad mount transformer serving north Kibbie Dome Concourse (13.2kV to 208V).
- Replace 1500 kVA pad mount transformer serving south Kibbie Dome Concourse and field lighting (13.2kV to 480V).
- Replace primary feeders to sectionalizer. Trenching, backfilling, patching included.
- Replace secondary feeders to Main Building Service for all three service points. Trenching, backfilling, patching inc.
- Install protective bollards in front of transformers.
- Install SEL-735 electric meters (x4).
- Install ethernet cabling for meters.
- Install sumps pumps in electric vaults serving transformers (x2) and make repairs as needed.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-027

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the upgrading of stadium lights to LED to reduce transformer size and Supply Costs, (ii) replacing switchgear for each transformer and right size for energy savings and improved reliability (x4), and (iii) replacing 400A disconnect switch for road show power.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University an event schedule for shutdowns and the scheduling of the 480V-XFMR replacement after LEDs are installed.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) electric load evaluations to right size new transformers and, (ii) the inspection of the electric vaults serving each transformer.

Additional Information:



Figure 1. Example of oil leaking from transformer.

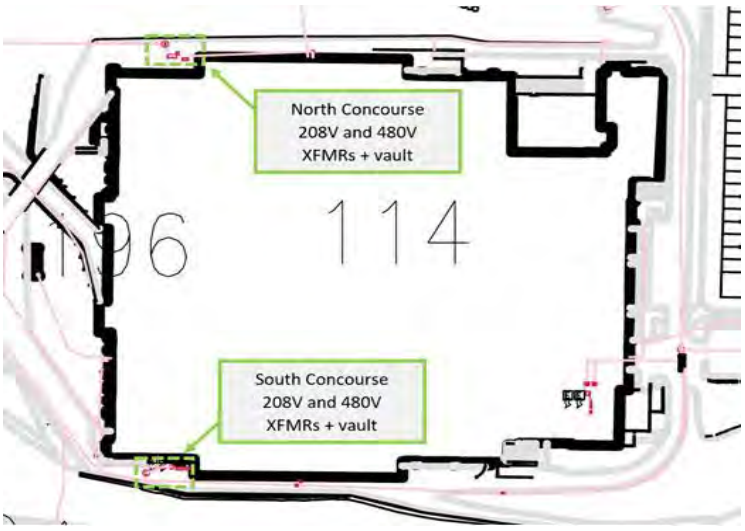


Figure 2. Electrical map of Kibbie Dome for reference.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-027

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,922,799.

(B) Forecasted annual operations and maintenance costs: +$400. The upgraded electric meters and new vault sumps will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) new transformers expected to be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751s, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction but conflict, hazardous materials could impede completion, (iv) efforts will be made to mitigate impact on surrounding vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs in September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,908,144.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$530, electricity. It is assumed a 1% improvement in electrical efficiency based on historic Kibbie Dome metering.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-028

PROJECT CODE: 23/3-028

PROJECT NAME: Administration South Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail. Main switch gear is beyond life and is strongly recommended for upgrade at the same time.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6 and 8 and minimize KPI Events.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer:
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-028

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Additional Information:



Figure 1. Aged transformer and electrical equipment in Admin south basement.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-028

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $731,057.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) new transformer is likely to be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $725,544.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$400, electricity.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-029

PROJECT CODE: 23/3-029

PROJECT NAME: Art & Architecture North Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail. Main switch gear is beyond life and is strongly recommended for upgrade at the same time.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6 and 8 and minimize KPI Events.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-029

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of arc flash analysis and resulting corrective measures/placarding.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Additional Information:



Figure 1. Poor, unsafe access to Art & Architecture north transformer room.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-029

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $713,537.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $708,156.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$50, electricity.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-030

PROJECT CODE: 23/3-030

PROJECT NAME: College of Natural Resources Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail. Main switch gear is beyond life and needs to be upgraded at the same time to remain safe and resilient.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6 and 8 and minimize KPI Events.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of arc flash analysis and resulting corrective measures/placarding.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-030

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Additional Information:



Figure 1. Aged transformers and electrical equipment in CNR basement.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-030

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $833,566.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $827,280.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,200, electricity. It is assumed a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-031

PROJECT CODE: 23/3-031

PROJECT NAME: Hartung Theatre Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail. Main switch gear is beyond life and needs to be upgraded at the same time to remain safe and resilient.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6 and 8 and minimize KPI Events.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of arc flash analysis and resulting corrective measures/placarding.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-031

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Additional Information:



Figure 1. Existing pot transformers in Hartung.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-031

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $724,201.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $718,740.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$400, electricity.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-032

PROJECT CODE: 23/3-032

PROJECT NAME: Theophilus Tower Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail. Main switch gear is beyond life and needs to be upgraded at the same time to remain safe and resilient.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6 and 8 and minimize KPI Events.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of arc flash analysis and resulting corrective measures/placarding.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-032

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $776,761.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-032

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $770,904.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$300, electricity.It is assume a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-033

PROJECT CODE: 23/3-033

PROJECT NAME: Physical Education Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail. Main switch gear is beyond life and needs to be upgraded at the same time to remain safe and resilient.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6 and 8 and minimize KPI Events.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of arc flash analysis and resulting corrective measures/placarding.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-033

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Additional Information:



Figure 1. Aging transformers in PEB basement.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-033

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $734,757.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $729,216.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$200, electricity. It is assumed a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-034

PROJECT CODE: 23/3-034

PROJECT NAME: Swimming Center Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These transformers are over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building and next to the pool, also posing a severe life safety risk and significant risk to the building envelope if they fail. Main switch gear is beyond life and needs to be upgraded at the same time to remain safe and resilient.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6 and 8 and minimize KPI Events.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer
  - Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of arc flash analysis and resulting corrective measures/placarding.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-034

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,056 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

Additional Information:



Figure 1. Unsafe, aging transformers and electrical equipment below the swimming pool.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-034

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $734,757.

(B) Forecasted annual operations and maintenance costs: +$200. The upgraded electric meter and new vault sump will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient, (ii) work not included: no VFI switches nor appurtenances, no SEL 751, no switch operators, no microgrid infrastructure, no temporary generator, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs in October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $729,216.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$250, electricity. It is assumed a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-035

PROJECT CODE: 23/3-035

PROJECT NAME: West Farm Primary Distribution Improvements

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (degraded overhead, electrical safety concerns). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Electric loads at the West Farm are met with an overhead 4160V electrical distribution system. This system is well beyond its useful life and failures are common, with two occurring in FY21. Currently the West Farm received power from only one overhead line, creating a single point of failure that can impact multiple buildings. This project removes the overhead system, moves it underground, and connects it to the campus loop. Aged pole mounted transformers would be replaced with pad mount transformers, increasing resiliency, and increasing response time. This upgrade will improve efficiency, safety, and eliminate single points of failure to reduce disruptions to West Farm operations. This project is required to eliminate unplanned outages and meet Performance Standards and Availability KPIs.

Objectives: The main objectives of this Capital Improvement are:

- Improves the safety and reliability of the Primary Electrical Distribution system at the West Farm.
- Eliminate aging overhead primary distribution infrastructure.
- Maintain Performance Standard Part V.6, 7 and 8 and mitigate negative impact to Availability KPIs.
- Established baseline condition of primary electrical components.

Scope of Work: The scope of work of this Capital Improvement is:

- Remove overhead existing 4160V distribution including poles, transformers, conductors.
- Install new pad mount transformers, vaults, sectionalizing cabinets, duct banks, conduits, and wires for connection to the existing 13.2kV campus primary.
- Install underground 13.2kV campus primary encased in concrete at point of utility service.
- Provide secondary feeders from pad-mounted transformers to existing building electrical services and reconnect.
- Provide new SEL 735 meters on all building electrical services. Commission meters and establish data management.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-035

originated prior to Closing.

A detailed safety plan covering open pit and electrical work will be developed.

The Concessionaire will coordinate with the University the access to all the transformers and vaults required for the Additional Work, as well as for any building service interruptions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $145,044 and will also include (i) power studies on each building to right size transformers, and (ii) oil and thermography testing of all transformers, primary switches, and vaults.

Additional Information:

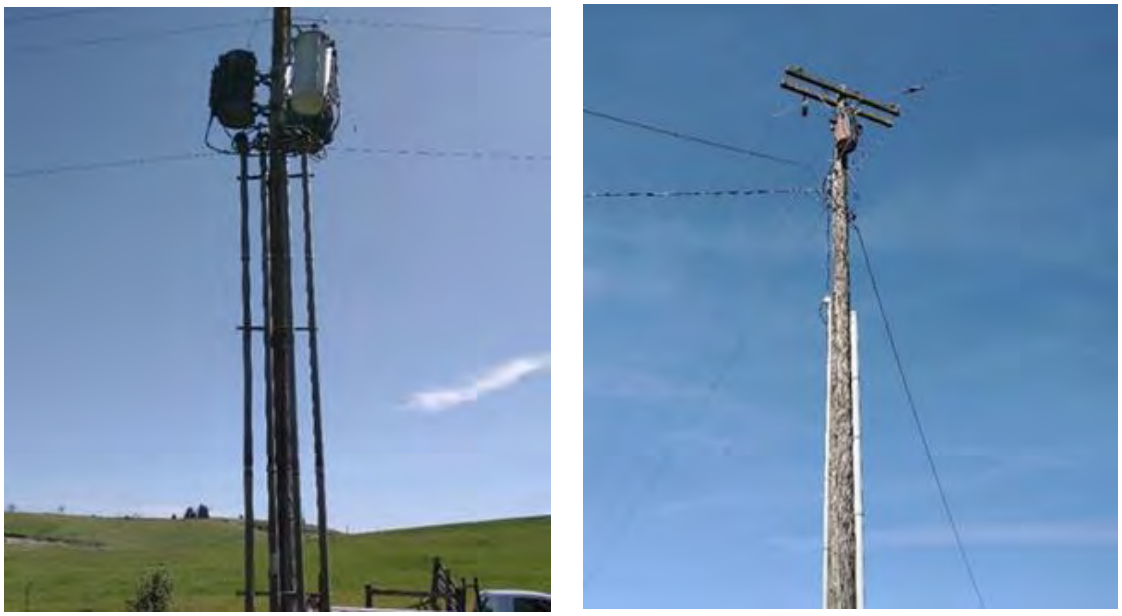


Figure 1. Aging poles, cross bars and mount transformers that pose failure risks.



Figure 2. Pole leaning, risking line slap and downed lines.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-035

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $8,605,057.

(B) Forecasted annual operations and maintenance costs: +$7,200. Higher voltage distribution, upgraded meters, and new equipment will require additional O&M. Thermography/oil testing required every three years for large transformers.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction but conflict, hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through July 2024. EPC (Commiss.) occurs in August 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved due to increased efficiency of distribution conductors and transformers.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $8,540,208.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$500, electricity. The reduction is associated with a minor efficiency increase.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-036

PROJECT CODE: 23/3-036

PROJECT NAME: Primary Electric Switch Upgrades

UTILITY SYSTEM: Electric

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is medium.

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Campus is served by two Avista 13.2KV services with pole mounted fuse disconnects. This type of utility service is antiquated and substandard for a campus of this complexity. The 24/7 nature of a campus with residents, research, and critical systems demands a modernized primary electrical service. Failure at the either of the two points of service will result in widespread electrical outages for campus that requires a manual process to address. Additionally, future microgrid and generation projects at the University will require that the point of service switching is upgraded. This project modernizes the electrical service from Avista at both the East and West point of service. This modernization will move the campus toward a more durable utility situation and will help mitigate the risks associated with widespread outages. Further work on this Phase 5 project will include potential cost share with Avista, ownership issues, etc.

Objectives: The main objectives of this Capital Improvement are:

- This project improves the safety and reliability of the Primary Electrical Distribution system and is necessary to maintain Performance Standard Part V.6 and 8 by replacing antiquate manual switching and reducing the amount of overhead electrical service.
- Upgrade the Primary Switching at two points of service from Avista to make these critical switching locations modern and capable of handling microgrid interconnection issues such as back feed protection.
- Coordinate requirements, construction, cost, and ownership with Avista.
- Re-establish primary electric metering and data management after implementation.
- Upgrade the primary electrical conductors at the points of service to the first sectionalizer.

Scope of Work: The scope of work of this Capital Improvement is:

- Provide new 13.2 kV, pad-mounted, motor operated switches with SEL-751 relays at East and West Avista points of service.
- Reinstall and commission SEL metering at East and West Avista points of service.
- Install new primary conductors to refeed campus with underground primary encased in concrete duct bank.
- Coordinate with Avista to install point of service equipment that meets interconnectivity requirements.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-036

completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit and electrical work will be developed.

The Concessionaire will coordinate with the University any campus service interruptions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $128,088 and will also include (i) any interconnectivity requirements of primary switches, (ii) any switch requirements to establish modernized utility service to facilitate future microgrid control, and (iii) coordination with Avista on scope, ownership, operation, and cost of this project.

Additional Information:



Figure 1. West campus utility feed, mechanical switching, and overhead distribution (left), and East campus utility feed (right).

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,352,113.

(B) Forecasted annual operations and maintenance costs: + $1,800. Upgraded switches and new relays will require additional O&M. Increased associated with primary switch inspection, and annual thermography testing.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/3-036

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) coordination with Avista will result in costs incurred to develop this project, (ii) Avista will require upgraded switching/controls for on-campus generation interconnection, (iii) Avista will participate in scoping and cooperate on ownership/cost issues, (iv) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through July 2027. EPC (Commiss.) occurs in August 2027.

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: This Capital Improvement enables future microgrid and generation projects.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,334,420.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. Switch upgrades alone will not impact system's efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-037

PROJECT CODE: 23/4-037

PROJECT NAME: Domestic Fire Hydrant Major Repairs

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue, lack of emergency response capability due to failures). The impact associated with resiliency is high (an inadequate fire suppression will impact the campus operations)

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The fire hydrants on campus provide critical fire protection to campus buildings and occupants. This project replaces known failed and aging hydrants. These hydrants are aged and beyond their life expectancy. Replacement parts are becoming commercially unavailable for older hydrants and some have failed, posing a severe fire risk to campus. Two new hydrants will be installed with the project to improve fire protection near Menard Law and the Graduate Art Studio. Flow data doesn't exist for some hydrants due to failure. Base records need to be established.

Objectives: The main objectives of this Capital Improvement are:

- Improve fire protection on campus.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required the O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Replace 21 fire hydrants.
- Install 2 new fire hydrants.
- Provide assembly and installation of new hydrants including asphalt repair, excavation, and thrust blocks as necessary.
- Manage outages/utility interruptions required to perform work. Coordinate fire service outages.
- Provide removal and disposal of old hydrants.
- Flow test, document flows. Establish electronic records management. Adequate fire flow confirmed.
- Site sediment control, temporary traffic conditions provided/coordinated.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-037

originated prior to Closing.

Custom safety plans for each of the 23 construction sites, including fencing of open pit areas, traffic control, and temporary walkway conditions will be developed.

The Concessionaire will coordinate with the University that all construction sites allow for campus activities and accommodate for vehicular and pedestrian traffic. Coordination will also cover all water line shutdown requirements, and liaison with public safety entities for temporary outages of water systems.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $56,916 and will also include (i) the resolution of any utility conflicts, and (ii) identification of any utility outage plan needs.

Additional Information:



Figure 2. Failed hydrant on campus near a brush fire in July 2021.



Figure 1. Fire crews putting out fine in July 2021.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $751,501.

(B) Forecasted annual operations and maintenance costs: +$1,000. New hydrants will require annual O&M and rebuilding, ten year paint annualized.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-037

assumed that (i) existing conditions will vary for landscape and hardscape replacement, (ii) water service lines to hydrants will not require replacement or upsizing and, (iii) no known underground coordination issues exist, however, detailed utility location will be required. Coordination with the University for water line and building outages will be necessary.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) extends through August 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Multiple fire hydrants are not currently functional, presenting a direct threat to emergency response. Adequate emergency response for property and life protection is a fundamental requirement of campus sustainability.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $745,848.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-038

PROJECT CODE: 23/4-038

PROJECT NAME: Domestic Water Line Replacement on Central Mall

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (health risks to building occupants due to dead end line). The impact associated with resiliency is high (future failure will impact core campus).

The likelihood of these events is high (line has collapsed).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: At over 70 years old, this line collapsed in 2017, creating a dead-end line in the domestic water system that creates a health risk to building occupants. The line is intended to create a loop in the distribution system near Renfrew Hall and Agricultural Science Building, improving flow and water quality on campus. This project replaces the existing line and upgrades the size to keep up with campus growth.

Objectives: The main objectives of this Capital Improvement are:

- Replace the collapsed domestic water line under the Central Mall.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address health concerns associated with the physical conditions of current assets.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Existing 4” piping modifications, abandonment.
- Install new 6” DR18 C900 PVC Water Line and all appurtenances.
- Bedding and Backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-base paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-038

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $34,128.

Additional Information:

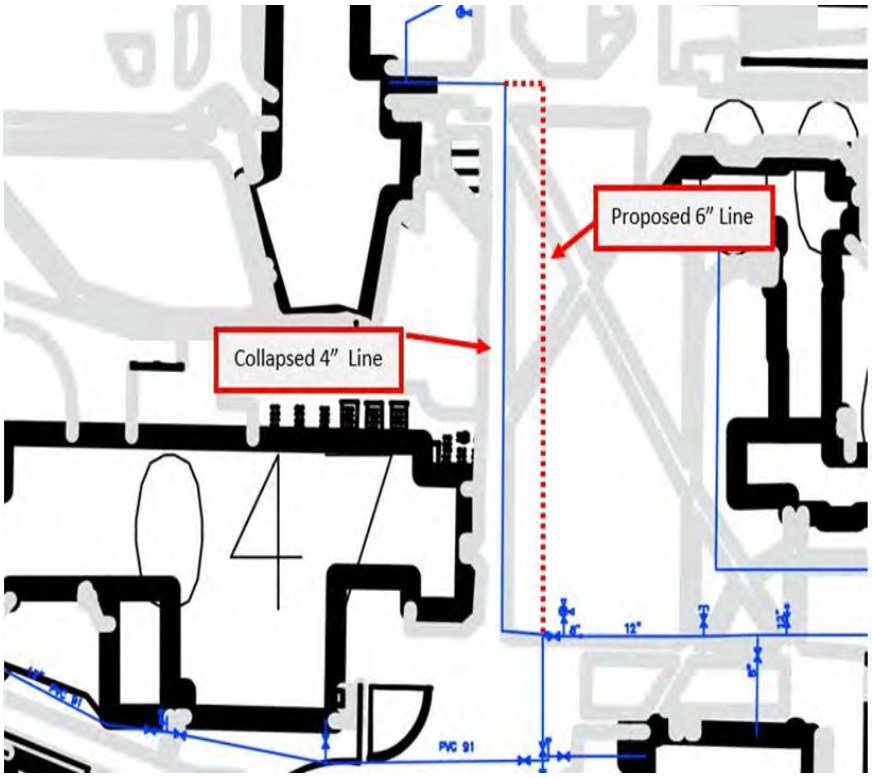


Figure 1. Map of Domestic Water System in area with proposed work.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $455,191.

(B) Forecasted annual operations and maintenance costs: +$0. No O&M Cost anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-038

solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs from September 2023 to October 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $451,764.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-039

PROJECT CODE: 23/4-039

PROJECT NAME: Sheep Farm Water Vault Improvements

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (safety risk to the operators). The impact associated with resiliency is high (potential loss of service to Sheep Farm).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Domestic Water service to the Sheep Farm and Soil Stewards north of campus comes in at a vault near Well #3. The vault is unfinished and has a shed constructed over it. The vault floods seasonally, submerging the backflow prevention valves, meter, and other equipment needed to supply the Sheep Farm with water. Though only 10 years old, equipment is already in poor condition and pipes are leaking. This project runs power to the vault from Well #3, relocates equipment out of the vault, and improves the overall condition of the shed to extend its useful life. Installing insulation and heat will help minimize the mold growing on the interior walls of the shed.

Objectives: The main objectives of this Capital Improvement are:

- Reconfigure vault to extend the useful life of equipment.
- Mitigate an unsafe condition for operators and resiliency of service to Sheep Farm due to difficulty of access.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Natural surface demolition and excavation.
- Run power to vault.
- Relocate water flow meter and backflow prevention station, replumb.
- Install finishes to shed including flooring, insulation, lighting, and electric heat.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based point, which originated prior to Closing.

A detailed safety plan covering open pit work, an excavated site, and water service rerouting will be developed.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-039

Documentation including the disinfection and backflow prevention testing, and an official notice of return to service will be provided.

The Concessionaire will coordinate with the University with regard to the Sheep Farm and Soil Stewards for shutdown. Temporary water provisions will be provided.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $27,108.

Additional Information:



Figure 1. Interior vault at shed.



Figure 2. Leaking water line in vault.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $371,400.

(B) Forecasted annual operations and maintenance costs: +$200. Increase associated with annual maintenance for new structure and heater.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-039

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: This Capital Improvement will increase the electrical use due to additional heating. Metered water use, and an effective backflow prevention will protect the campus community.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $368,604.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: +$200, electricity. Increase is associated with the use of the seasonal electric heater.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-040

PROJECT CODE: 23/4-040

PROJECT NAME: Building Backflow Assemblies Replacement at South Hill Apartments

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues in confined spaces). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The backflow assemblies serving each apartment building are located in crawlspaces with very limited access. In nine locations the assemblies are far from the access point and create severe safety risks for workers. Due to the safety hazard these assemblies can't be tested as required by regulations and risks loss of water service to the occupants until the buildings are compliant. Access is needed to each assembly from outside the building instead of the crawlspace. The meters for each building are aged and no longer functional. They need to be replaced and located with the assemblies for accurate billing.

Objectives: The main objectives of this Capital Improvement are:

- Eliminate unsafe work conditions by moving backflow assemblies out of crawlspaces.
- Increase occupant safety by making presently inaccessible backflow assemblies maintainable.
- Bring South Hill Apartments up to code.
- Restore metering for auxiliaries billing.

Scope of Work: The scope of work of this Capital Improvement is:

- Inspect and replace all backflow assemblies as needed.
- Move 9 backflow assemblies to accessible locations.
- Install 30 new backflow preventer assemblies and domestic water flow meters for each building.
- Construct 18 new enclosures outside the buildings for each assembly.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan for work in confined spaces will be developed.

The Concessionaire will coordinate with the University and with the building's occupants for any shutdowns.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-040

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $96,660.

Additional Information:

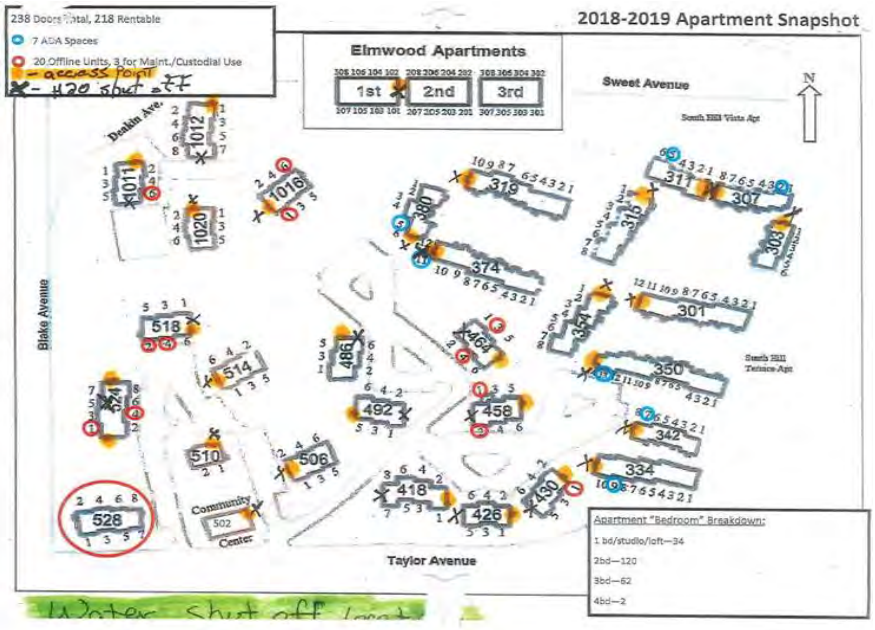


Figure 1. Map of apartment complex with access locations and backflow assemblies marked.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,389,709.

(B) Forecasted annual operations and maintenance costs: +$0. No change in O&M Cost is anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) new backflow preventer assemblies and metering in serviceable configuration, and (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-040

(E) Proposed schedule: EPC (Const.) extends through May 2024. EPC (Commiss.) extends through May 2024.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: This Capital Improvement will enhance the public health safety of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,379,484.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-041

PROJECT CODE: 23/4-041

PROJECT NAME: Domestic Water Emergency Generator

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and campus shutdown, inadequate fire suppression and production capability during power outages).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The domestic water wells are not backed up with emergency power as recommended by IDAPA 58.07.08. Without backup power the domestic water system cannot provide a predictable supply. Fire suppression capabilities would be critically reduced or completely non-functional. Loss of water pressure would result in public health concerns and greatly disrupt campus operations due to the lack of domestic water supply to the campus community. Lack of water main pressure can also leave the domestic water system susceptible to contamination by reverse flow from unprotected/failed backflow prevention and/or leaks in the system. This project installs a new generator with capacity to support Wells #3 and #4.

Objectives: The main objectives of this Capital Improvement are:

- Provide domestic water during power outages.
- Mitigate severe resiliency issues.
- Address severe safety concerns that should be physically mitigated rather than dependent on procedures.

Scope of Work: The scope of work of this Capital Improvement is:

- Install a 480V, 3-phase, 600kW diesel generator at Well #3.
- Install transfer switches, load bank, panels, circuits, and controls.
- Install 500 kVA step up transformer (480V:2.4kV).
- Install automatic transfer switches at Well #3 and #4.
- Construct enclosure and fencing around generator.
- Trench and run cable from new generator to Well #4 (approx. 1,325 ft).
- Provide excavation, demolition, bedding, backfill, surface restoration, etc. for a complete and functional system.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-041

A detailed safety plan including appropriate fencing and traffic control management will be developed.

The Concessionaire will coordinate with the University for potential disruptions at the Manis Entomological Laboratory and the Soil Stewards Farm. Similarly, the Concessionaire will coordinate the work with Avista for electrical shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $99,252 and will also include a feasibility study for alternative 480V electrical conversion at Wells.

Additional Information:

SINGLE GENSET LOCATED AT WELLHOUSE #3 TO SERVE BOTH DEEP WATER AQUIFER WELLS



Figure 1. Electrical site plan.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $5,087,011.

(B) Forecasted annual operations and maintenance costs: +$4,600. Increase associated with the operations and maintenance of the new generator, ATS switches, transformers, and the required annual testing/certification.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-041

hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs from September 2023 to October 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Minor impact from the fuel consumption of the diesel generator.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $5,049,108.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-042

PROJECT CODE: 23/4-042

PROJECT NAME: Building Backflow Assemblies Replacement at McClure Hall

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The backflow assemblies serving McClure Hall are not up to code as they lack redundant valves. This project replaces both potable and non-potable assemblies with dual-valve systems. These assemblies are aged and beginning to fail. Currently water service must be shut off to service the valves, disrupting the building's occupants. Without redundant backflow devices the building will lose domestic water service if they fail, posing a life safety risk.

Objectives: The main objectives of this Capital Improvement are:

- Replace McClure Hall backflow assemblies to improve resiliency.
- Eliminate single points of failure.
- Bring McClure Hall up to code.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Demo and remove existing 4" backflow preventer for potable system.
- Install new 4" dual-valve backflow preventer.
- Demo and remove existing 3" backflow preventer for non-potable system.
- Install new 3" dual-valve backflow preventer.
- Replace two flow meters.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended the removal of any unnecessary bypasses to reduce O&M Costs on the University's side.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan including standard domestic water protocols will be developed.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-042

The Concessionaire will coordinate with the University and the building's occupants for shutdowns.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $13,284.

Additional Information:

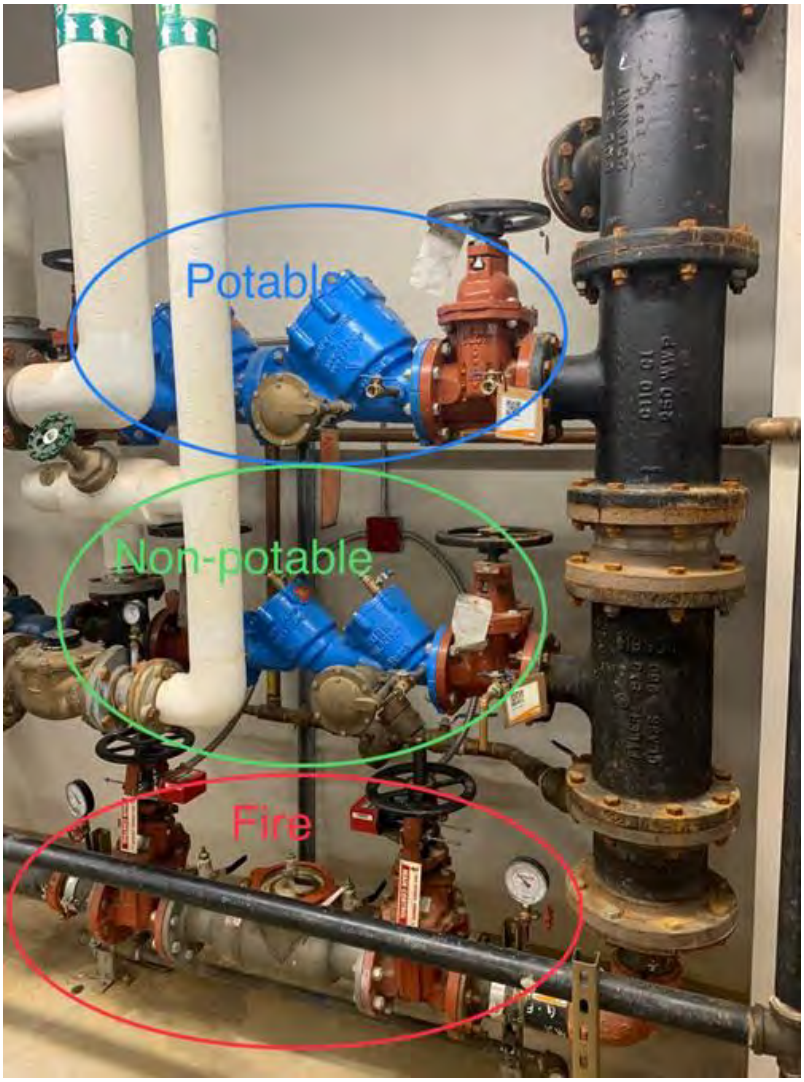


Figure 1. Backflow assemblies in McClure Hall are not up to code.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-042

(A) Total Cost: $92,940.

(B) Forecasted annual operations and maintenance costs: +$300. Increase for required additional BFP valve O&M and upgraded meter reading, calibration, and O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) isolation valves are in operable condition, (ii) sufficient clearance for needed additional pipework, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $92,232.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-043

PROJECT CODE: 23/4-043

PROJECT NAME: Domestic Water Line Replacement on University Avenue from Ash Street to Memorial Gym

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues, risk to firefighting capability). The impact associated with resiliency is high (a future failure will impact core campus).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This domestic water line serves multiple campus buildings and allows for sections of the distribution system to be isolated as needed. This project replaces the line and upsizes it to provide for campus growth. At almost 100 years old, the line is well beyond its life expectancy and has failed multiple times in the past. Loss of this line creates fire and flooding risks as well as loss of services to connected customers.

Objectives: The main objectives of this Capital Improvement are:

- Replace the aged domestic water line on University Avenue from Ash Street to Memorial Gym.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Provide for future needs of campus.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Existing 6” piping modifications, abandonment.
- Install new 8” DR18 C900 PVC Water Line and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-043

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $100,764.

Additional Information:



Figure 1. Map of domestic water system in area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,295,945.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs are anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope and, (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-043

(E) Proposed schedule: EPC (Const.) extends through October 2024. EPC (Commiss.) occurs from September 2024 to October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,286,172.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-044

PROJECT CODE: 23/4-044

PROJECT NAME: Domestic Water Line Replacement from Line Street to Energy Plant

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues, there is a health risk to building occupants due to dead-end line). The impact associated with resiliency is high (extended steam, chilled water, and turbine shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Energy Plant provides steam, chilled water, and compressed air to core campus buildings. This project replaces the domestic water line serving the building. The domestic water line is aged, possibly original to the building in 1926, and well beyond its expected life. Collapse of this line risks a loss of domestic water service to the building with a complete shutdown of utilities to campus. Additionally, two water lines in the area are dead ends that pose a health safety issue due to stagnant water.

Objectives: The main objectives of this Capital Improvement are:

- Improve Energy Plant resiliency by replacing domestic water service line.
- Improve system water quality by capping dead-end lines.
- Address health concerns associated with the physical conditions of current assets.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Existing 8” piping modifications, removal.
- Install new 8” DR18 C900 PVC Water Line and all appurtenances.
- Cap dead end line at the Energy Plant service connection.
- Cap dead end line on the south side of 6th and Line St.
- Bedding and Backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-044

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University and the City of Moscow for the intersection closing and a potential shutdown of the Energy Plant.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $16,524.

Additional Information:

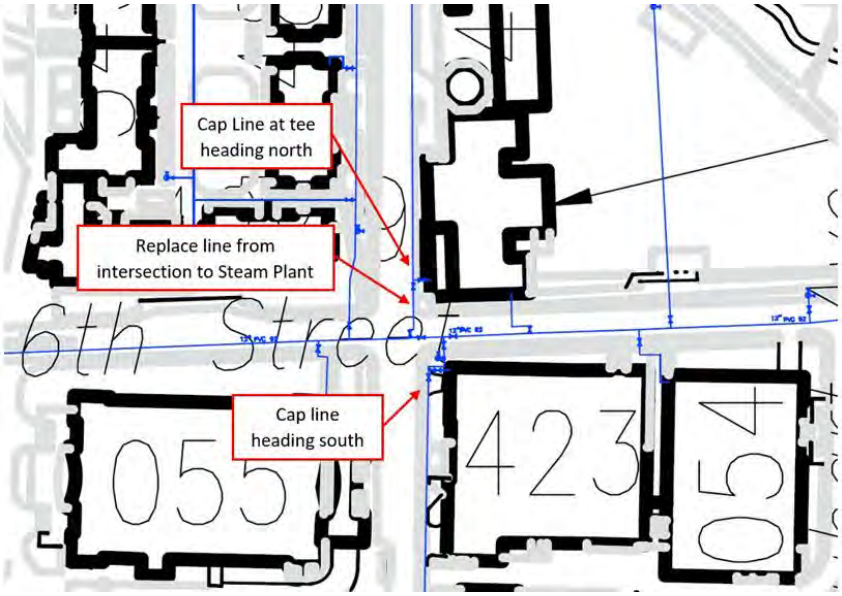


Figure 1. Map of domestic water system in area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $197,944.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs are anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope and, (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-044

University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2024. EPC (Commiss.) occurs in August 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $196,452.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-045

PROJECT CODE: 23/4-045

PROJECT NAME: Domestic Water Line Replacement to Agricultural Science Building

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (future failure will impact building occupants and research).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This domestic water line serves the Agriculture Science Building. This project removes the old line and installs a new one. At 49 years old, this line is beyond its expected useful life. The line has failed multiple times in the past and leaks. Failure would result in a loss of service to the building, creating a fire and flooding risk and potentially impacting research.

Objectives: The main objectives of this Capital Improvement are:

- Replace domestic water line to building.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Existing 4” piping modifications, removal.
- Install new 4” DR18 C900 PVC Water Line and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-045

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $20,088.

Additional Information:

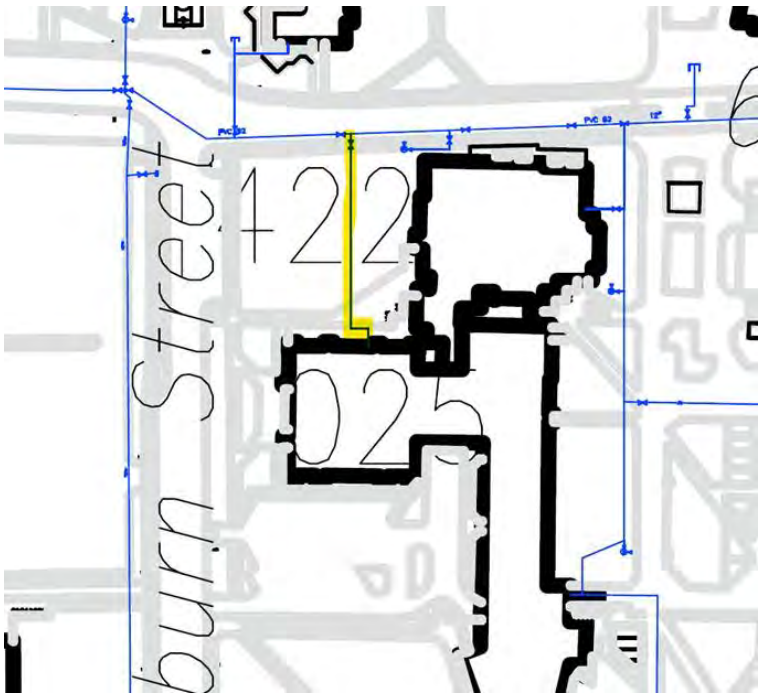


Figure 1. Map of Domestic Water System in area with proposed work.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $255,728.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Cost are anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope and, (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-045

University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs from September 2024 to October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $253,800.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-046

PROJECT CODE: 23/4-046

PROJECT NAME: Domestic Water Line Replacement to Food Science Building

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The domestic water service line to the Food Science Building supplies the facility with potable water for occupants, fire suppression, and research applications. At 78 years old, this line is well beyond its serviceable life and in need of replacement. This project replaces the line and optimizes flow to the building by removing unnecessary pipe, valves, and fittings.

Objectives: The main objectives of this Capital Improvement are:

- Replace water line to the Food Science Building.
- Mitigate resiliency issues associated with systems well beyond their serviceable life.
- Improve O&M practices for a safe and reliable operation.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Existing 6" piping modifications, removal (approx. 125').
- Install new 6" DR18 C900 PVC Water Line and all appurtenances (approx. 125').
- Remove dead-end pipe and valves.
- Install new three-way valve.
- Bedding and Backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-046

Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $22,356.

Additional Information:

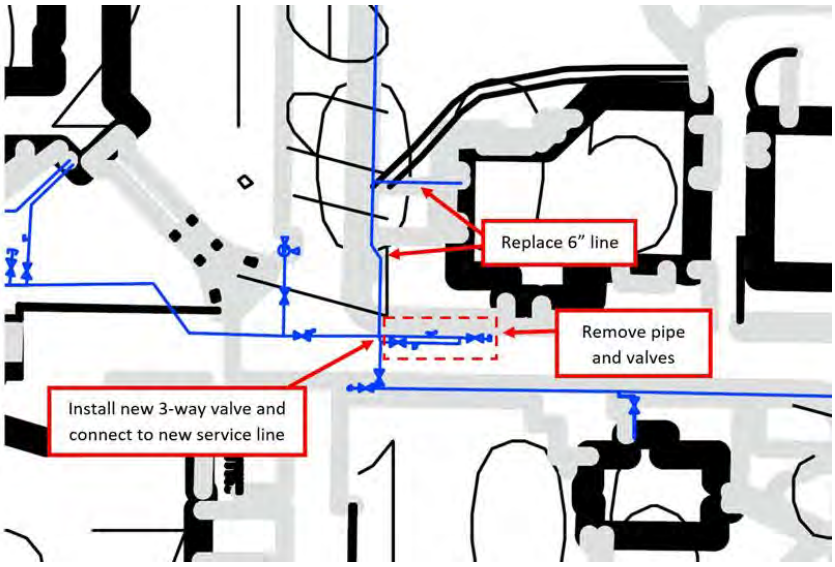


Figure 1. Map of domestic water system in area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $279,538.

(B) Forecasted annual operations and maintenance costs: +$200. Additional three-way valve will require O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-046

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs from September 2024 to October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $277,452.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-047

PROJECT CODE: 23/4-047

PROJECT NAME: Domestic Water Lines Replacement on Blake Avenue

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (health risks to building occupants). The impact associated with resiliency is high (a failure will impact building occupants).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These domestic water lines serve as a redundant method to supply water to campus from the I-Tank and serves both the Greek Houses along Nez Perce and the South Hill Apartments. At over 70 years old, these lines are well beyond their expected useful life. This project replaced the existing lines and upgrades the size to keep up with campus growth. Failure of these lines risks the ability for the I-Tank to supply campus with water and loss of service to connected buildings.

Objectives: The main objectives of this Capital Improvement are:

- Replace the lines serving the Greek Houses and the South Hill Apartments.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Existing 4" piping modifications, removal to Walenta Drive (approx. 1600').
- Existing 6" piping modifications, removal to South Hill Apartments (approx. 750').
- Install new 6" DR18 C900 PVC Water Line and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to

service and the disinfection process will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $199,908.

Additional Information:



Figure 1. Map of Domestic Water System in area with proposed work.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,571,727.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs are anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/4-047

(E) Proposed schedule: EPC (Const.) occurs from July 2025 to October 2025. EPC (Commiss.) occurs from September 2025 to October 2025.

	07/24	08/24	09/24	10/24	11/24	12/24	01/25	02/25	03/25	04/25	05/25	06/25
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,552,364.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-048

PROJECT CODE: 23/6-048

PROJECT NAME: Library and Memorial Gym Sanitary Sewer Major Repairs

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues due to leaking sewage). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (inspection shows that failure is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The sanitary sewer lines serving the area between the Library and Memorial Gym are critical to removing waste from multiple buildings. Investigations conducted during Fiscal Year 2019 showed these lines were in extremely poor condition with collapse imminent. Multiple broken sections of pipe are present with heavy grease buildup. This project slip lines and installs new lines to prevent further damage to nearby buildings and disruption to University's operations. Emergency repairs were needed in FY19 after a section of these sewer lines collapsed, but the upstream lines, in equally poor condition, were not repaired.

Objectives: The main objectives of this Capital Improvement are:

- Repair highly damaged pipe before collapse disrupts campus operations.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety/public health concerns due to leaking sewage in core campus areas.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slip line existing 10'' AC pipe at Library (depth=21', length=60').
- Slip line existing 8'' AC pipe at Library (depth=21', length=60').
- Slip line existing 6'' AC pipe serving Mem Gym (length=100').
- Manhole replacement.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be

responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, bypass sewage pumping, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University for any building shutdowns and for required vehicular and pedestrian traffic modifications.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $25,380 and it will also include CCTV inspection and jetting.

Additional Information:

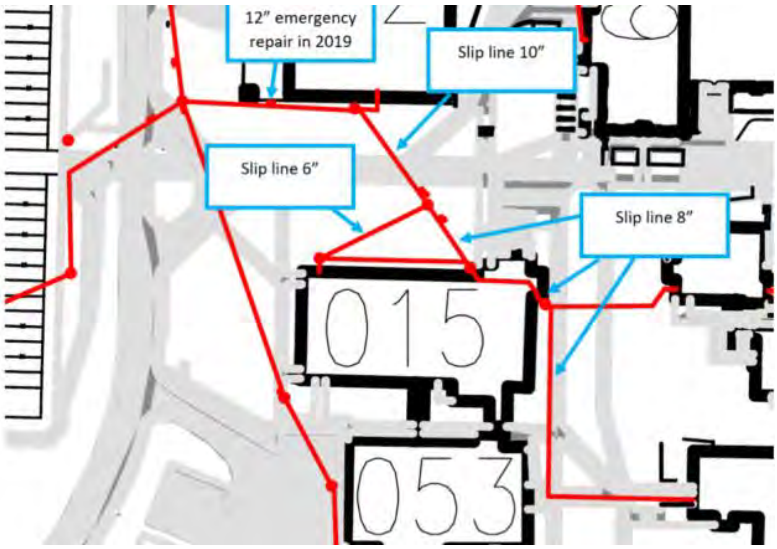


Figure 2. Map of sanitary sewer system in by Memorial Gym and Library.

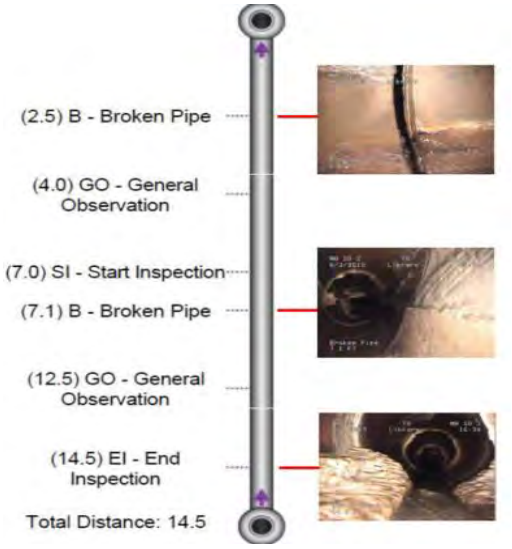


Figure 1. Condition of 10" sewer line after inspection.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $340,713.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs are expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes are not damaged to a point that complete replacement is required, (ii) bypass pumping is

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-048

required to keep campus core functions operable, (iii) traffic control and possibly reroute will be required, (iv) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs from September 2023 to October 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Establishing a reliable sanitary sewer service is critical to public health and to achieving functional campus' operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $338,148.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-049

PROJECT CODE: 23/6-049

PROJECT NAME: Sanitary Sewer Slipline on Campus Drive and Blake Avenue

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the Ridenbaugh Hall, the Niccolls Home Economics Building, the Graduate Art Studio, and the Lionel Hampton School of Music. The pipes are 91 years old and well beyond life expectancy. This project will slipline the existing pipes before they collapse. A collapse of the Campus Drive line would risk vehicle access to the Administration building and the historic Camperdown trees in the area.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer lines on Campus Drive and Blake Ave.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slipline the 6'' lines from Campus Drive to Blake Avenue (approx. 270').
- Slipline the 12'' lines from Blake Avenue and Sweet Avenue (approx. 690').
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, bypass sewage pumping, and vehicular and pedestrian traffic management will be developed.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-049

The Concessionaire will coordinate with the University for any building service interruptions and for required vehicular and pedestrian traffic modifications.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $18,036 and it will also include CCTV inspection and jetting.

Additional Information:

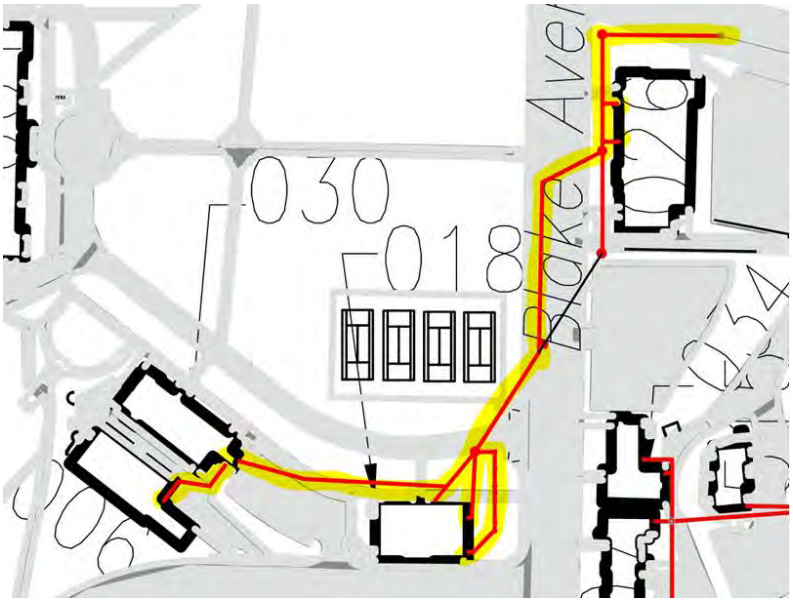


Figure 1. Map of sanitary sewer system in area with relevant work.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $211,020.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs are expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) bypass pumping is required, (ii) a pre/post CCTV inspection will be required, (iii) traffic control will be required, (iv) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-049

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Establishing a reliable sanitary sewer service is critical to public health and to achieving functional campus' operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $209,412.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-050

PROJECT CODE: 23/6-050

PROJECT NAME: Sanitary Sewer Manhole Replacements

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (safety risks to building occupants, vehicles, pedestrians, and operational personnel). The impact associated with resiliency is high.

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Manholes across campus are used to access sanitary sewer lines for inspection and service. When manholes are in too poor condition or not present it severely limits the ability of clearing plugged lines, potentially requiring excavation. This project repairs and replaces aging sewer manholes that are beginning to fail. Problems include collapsing walls, sinking asphalt, plugged lines, and damage to pipes.

Objectives: The main objectives of this Capital Improvement are:

- Replace failing sewer manholes.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Repair and install liners at 11 manholes.
- Remove and replace 2 manholes.
- Bedding and backfill.
- CCTV inspection and jetting.
- Construction supervision.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic will be developed.

The Concessionaire will coordinate with the University for any building shutdowns, traffic re-routes, etc. to allow for campus activities.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-050

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $47,304.

Additional Information:



Figure 1. Poor condition brick manhole by ISUB (left) and by Morrill Hall (right).

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $596,761.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs are expected.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) bypass pumping is required to keep campus core functions operable, (ii) traffic control and possibly reroute will be required, (iii) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-050

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs from July 2023 to August 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Establishing a reliable sanitary sewer service is critical to public health and to achieving functional campus' operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $592,272.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-051

PROJECT CODE: 23/6-051

PROJECT NAME: Sanitary Sewer Slipline on Line Street

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (heavily damaged and collapse is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the Food Science Building, the Mines Building, the Native American Student Center, and the Janssen Engineering Building (JEB). The pipes are constructed of clay tile and almost 70 years old and are well beyond their life expectancy. A recent sliplining project on a connecting line showed that these lines are in poor condition and need to be repaired soon before they collapse. These lines plug on occasion and require jetting to restore service. The line in the alley between JEB and the Gauss-Johnson Engineering Building (GJ) has a belly in it where it goes under the utility tunnel, which plugs regularly (most recently in September and October 2021). An inspection conducted in October 2021 showed sections of the pipe breaking off, indicating that collapse is imminent. This project sliplines existing pipes and replaces the JEB service line going under the tunnel.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer line on Line Street between Idaho Avenue and 6th Street.
- Recondition existing sanitary sewer lines serving the Food Science Building, the Mines Building and the Native American Student Center.
- Remove belly in line between JEB and GJ.
- Install new manholes for improved access.
- Inspect nearby lines to identify future needs.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slipline the 6'' line on Line Street (approx. 700').
- Slipline the 6'' lines between the Food Science Building, the Mines Building, and the Native American Student Center (approx. 350')
- Install new 6'' DR18 C900 PVC pipe and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

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Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic will be developed.

The Concessionaire will coordinate with the University for any building shutdowns, traffic re-routes, etc. to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $46,548 and it will also include CCTV inspection and jetting.

Additional Information:

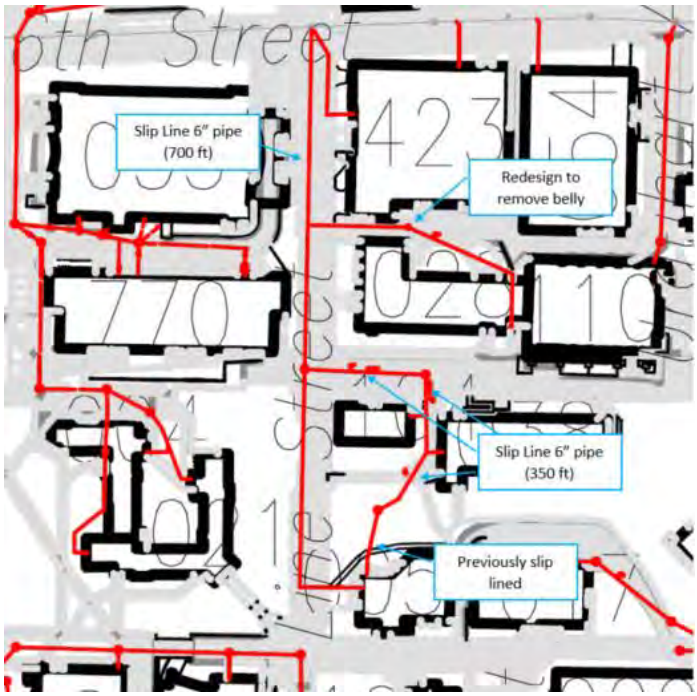


Figure 2. Sanitary Sewer map of area.



Figure 1. Broken section of pipe in Janssen Engineering service line.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $575,490.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-051

(B) Forecasted annual operations and maintenance costs: +$500. New manholes will require regular inspects and cleaning.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) bypass pumping is required to keep campus core functions operable, (ii) pre/post CCTV inspection is required, (iii) traffic control and possibly reroute will be required, (iv) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Establishing a reliable sanitary sewer service is critical to public health and to achieving functional campus' operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $571,104.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-052

PROJECT CODE: 23/6-052

PROJECT NAME: Sanitary Sewer Line Replacement at the West Farm

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These lines provide sanitary sewer service to the Meats Lab, Beef Residence, Farm Ops, and other buildings on the West Farm. These pipes are 60 years old and well beyond life expectancy. This project slip lines the existing pipes before they risk collapse. An additional manhole is needed to allow for access for maintenance.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer lines serving the West Farm.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slipline the 4" lines (approx. 950').
- Repair one manhole at intersection of Farm Road and 6th Street.
- Install one new manhole at Farm Storage Building #1.
- Construction supervision.
- Bedding and backfill.
- Asphalt and natural surface restoration.
- CCTV inspect and jet other connecting lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-052

The Concessionaire will coordinate with the University and the buildings' occupants for the sanitary sewer shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $17,712 and it will also include CCTV inspection and jetting.

Additional Information:

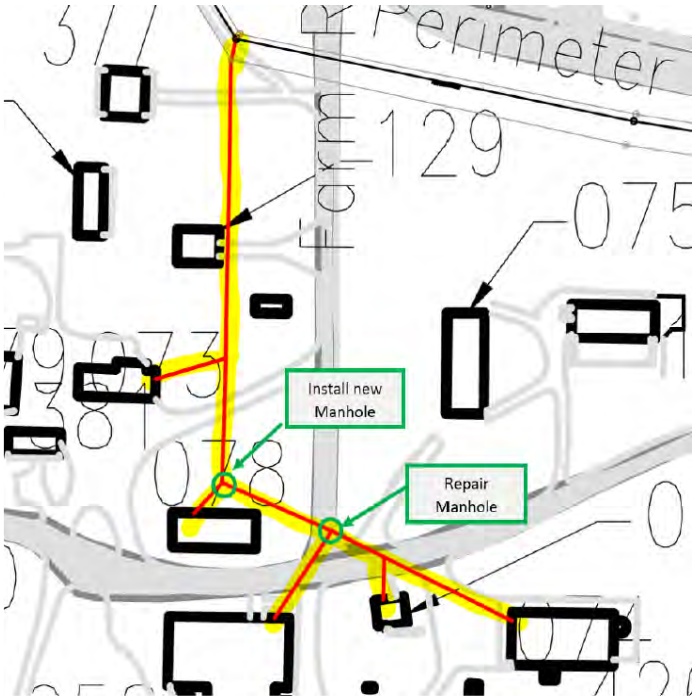


Figure 2. Sanitary Sewer system in affected area.



Figure 1. Bricks falling out at a damaged manhole.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $226,873.

(B) Forecasted annual operations and maintenance costs: +$200. New manhole will require regular cleaning and inspection.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-052

trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs from September 2024 to October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the sanitary sewer system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $225,180.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-053

PROJECT CODE: 23/6-053

PROJECT NAME: Sanitary Sewer Line Replacement at the Bruce M. Pitman Center

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Sanitary sewer service from the Bruce M. Pitman Center comes from 4 points, feeding into a common line running parallel to the City of Moscow sewer line. This project abandons the existing parallel line and connects the Bruce M. Pitman Center directly to the City of Moscow line. These pipes are 73 years old and well beyond life expectancy. They are also back graded and frequently plug due to poor design, causing sewer backups into the building.

Objectives: The main objectives of this Capital Improvement are:

- Connect sanitary sewer service from the Bruce M. Pitman Center directly to the City of Moscow lines.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Install 6" DR18 C900 PVC pipe (approx. 80').
- Install service tap and cleanouts (x4).
- Construction supervision.
- Bedding and backfill.
- Asphalt and natural surface restoration.
- Provide bypass pumping during construction.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-053

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $20,844.

Additional Information:



Figure 1. Sanitary sewer system in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $186,083.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M costs are anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-053

hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs from September 2024 to October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the sanitary sewer system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $184,680.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-054

PROJECT CODE: 23/6-054

PROJECT NAME: Sanitary Sewer Line Replacement at the Administration Building and Art & Architecture

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: At over 100 years old, the sanitary sewer lines that service the Administration building, Art and Architecture, and Interior Design are well beyond life expectancy. This project slip lines the pipes before collapse. The project also installs a new line serving Interior Design and A&A to reduce hydraulic loading on the existing pipes.

Objectives: The main objectives of this Capital Improvement are:

- Recondition sanitary sewer lines serving the Administration Building and Art and Architecture.
- Install a new sanitary sewer line serving Interior Design.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slip line 8" pipe (approx. 300').
- Slip line 6" pipe (approx. 460').
- Install new 6" pipe (approx. 260').
- Construction supervision.
- Bedding and backfill.
- Asphalt and natural surface restoration.
- Provide bypass pumping during construction.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including

temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $38,772.

Additional Information:

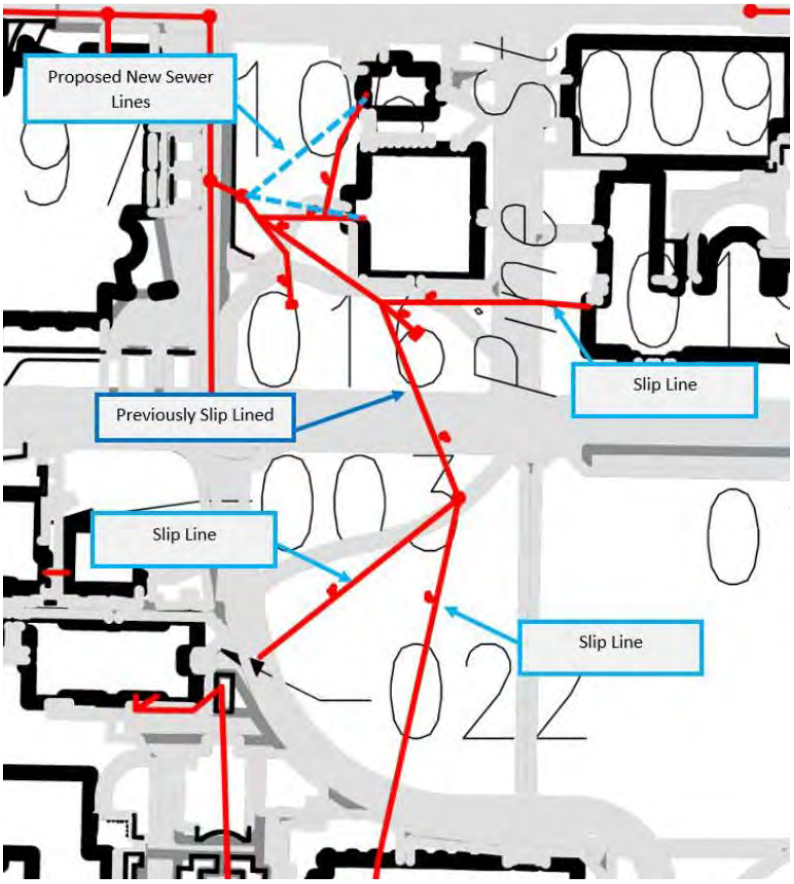


Figure 1. Sanitary sewer system in the affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $497,308.

(B) Forecasted annual operations and maintenance costs: +$300. Additional pipe will require cleaning, jetting, and inspection.

(C) Proposed modification to the Recovery Period: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-054

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2024. EPC (Commiss.) occurs in August 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the sanitary sewer system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $493,560.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-055

PROJECT CODE: 23/6-055

PROJECT NAME: Sanitary Sewer Slipline from the Brink and Phinney Halls to the Integrated Research and Innovation Center (IRIC)

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This line provides sanitary sewer service to the Brink and Phinney Halls but is well beyond its expected life. This project slip lines the existing pipes before they collapse and disrupt the buildings' occupants. Due to the poor condition of this line, it plugs regularly and requires frequent jetting. An additional manhole is needed to improve the access and the efficiency of the jetting operations.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the existing sanitary sewer line from the SW corner of the Brink and Phinney Halls to the Integrated Research and Innovation Center.
- Install a new manhole for improved access.
- Inspect nearby lines to identify future needs.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slip line the 6" line (approx. 190').
- Install double manhole and cleanout.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-055

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $19,440 and will also include a CCTV inspection and jetting.

Additional Information:

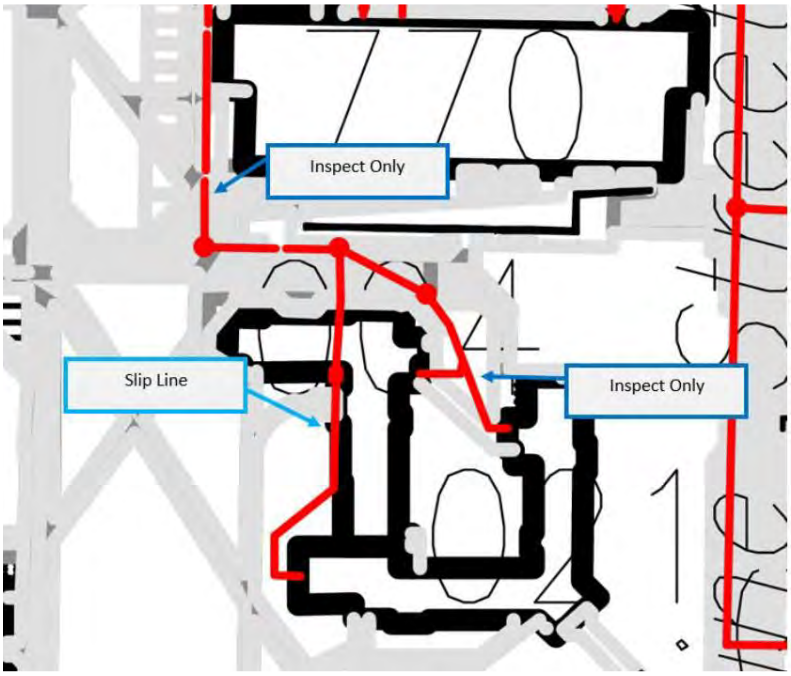


Figure 1. Sanitary sewer system in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $174,347.

(B) Forecasted annual operations and maintenance costs: +$300. Additional double manhole will require regular cleaning and inspections.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with

CAPITAL IMPROVEMENT PROJECT SHEET – 23/6-055

University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2024. EPC (Commiss.) occurs from August 2024 to September 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the sanitary sewer system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $173,016.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-056

PROJECT CODE: 23/7-056

PROJECT NAME: Library and Memorial Gym Stormwater Major Repairs

UTILITY SYSTEM: Stormwater

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (lines are heavily damaged and collapse is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The 93 year old stormwater lines serving the area between the Library and Memorial Gym are critical to removing water during rain events. FY19 investigations showed these lines were in extremely poor condition with collapse imminent. This project slip lines and installs new lines to prevent further flooding damage to nearby buildings. These pipes have dozens of infiltrations, cracks, and broken sections and are well beyond serviceable life. The parallel sewer line that is in similar condition collapsed in FY19, emphasizing the urgent need to make these repairs before collapse.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slip line existing 12" AC pipe at Library (depth=21ft, length=170ft).
- Burst existing 10" pipe and replace with on-hand 10" PVC pipe (depth=21ft, length=130ft).
- Cap and abandon in place the existing pipe east of Memorial Gym.
- Install new 4" PVC pipe east of Mem Gym at shallow depth (200 ft).
- Install new 10" PVC pipe south of Mem Gym (175ft).
- Bedding and backfill.
- Install new manholes.
- CCTV inspect and jet lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-056

A detailed safety plan covering open pit work and vehicular and pedestrian traffic will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University for any building shutdowns, traffic rerouting, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $92,556 and will also include jetting and a CCTV inspection.

Additional Information:



Figure 1. Stormwater system at Memorial Gym and Library.

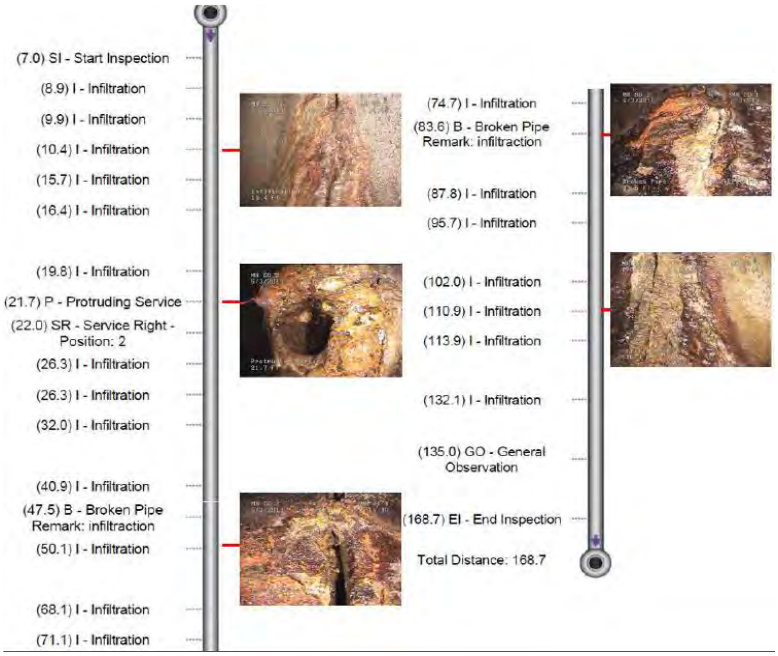


Figure 2. Condition of 12" stormwater pipe after inspection.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-056

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,292,568.

(B) Forecasted annual operations and maintenance costs: $300. Additional pipe will require regular cleaning, jetting, and inspection.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes are not damaged to a point that complete replacement is required, (ii) bypass pumping, traffic and pedestrian control and/or rerouting, and manhole repair by liner will be required, (iii) increased project complexity due to depth of pipes, (iv) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impact may occur and remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Achieving adequate stormwater control will help protect campus buildings and keep stormwater quality and control in compliance.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,282,716.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-057

PROJECT CODE: 23/7-057

PROJECT NAME: Storm Slipline on Campus Drive and Blake Avenue.

UTILITY SYSTEM: Stormwater

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These stormwater lines are 100 years old and well beyond life expectancy. This project slip lines the existing pipes before they collapse. Collapse of the Campus Dr line risks vehicle access to the Administration building and the historic Camperdown trees in the area. The brick manhole by Lionel Hampton is collapsing and poses a safety risk to vehicle and pedestrian traffic.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing stormwater lines on Campus Drive and Blake Avenue.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slip line the 6” line from Campus Dr to Blake Ave (approx. 400’).
- Slip line the 6” line from Lionel Hampton to intersection of Blake Avenue and Sweet Avenue (approx. 100’).
- Replace one manhole at Lionel Hampton.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

A detailed safety plan covering open pit work and vehicular and pedestrian traffic will be developed. Similarly, a safe return to service will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-057

The Concessionaire will coordinate with the University for any temporary stormwater provisions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $18,468 and will also include jetting and a CCTV inspection.

Additional Information:

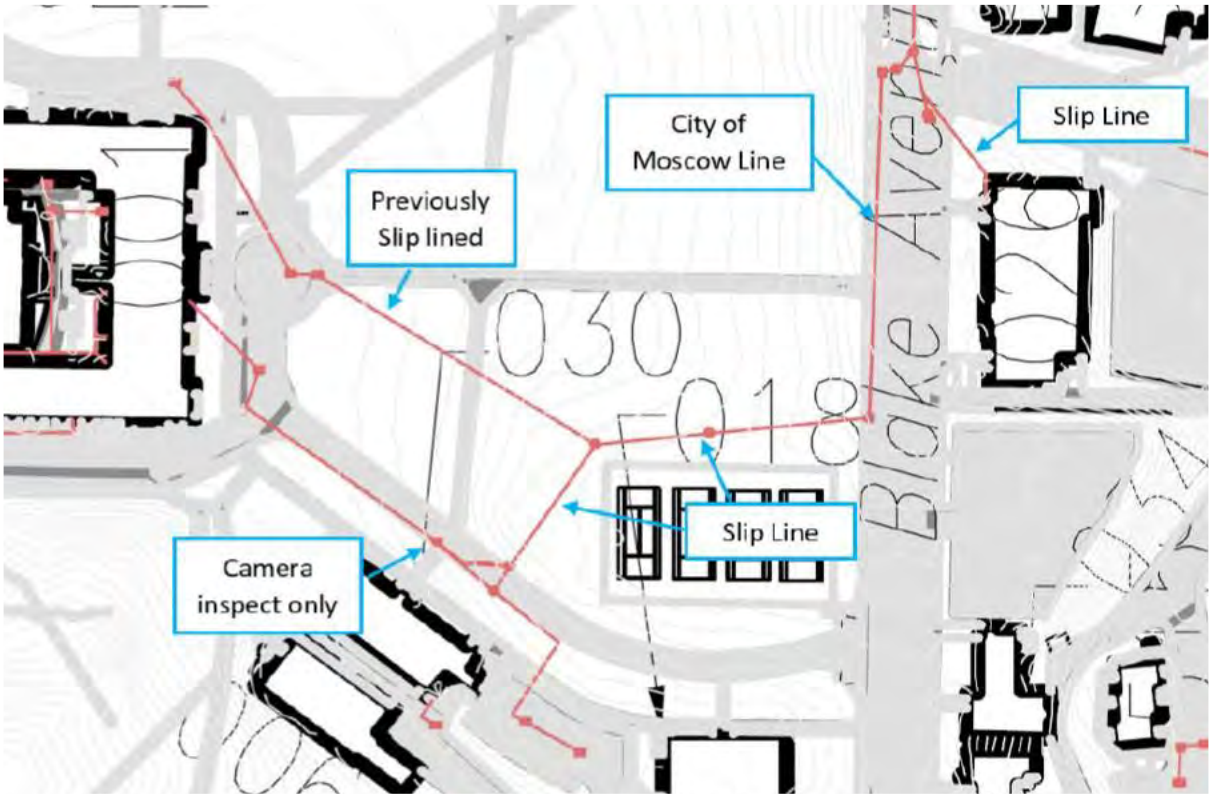


Figure 1. Stormwater system in the affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $236,595.

(B) Forecasted annual operations and maintenance costs: $0. No changes in O&M Costs are anticipated.

(C) Proposed modification to the Recovery Period: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-057

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) bypass pumping will be required, (ii) a complete manhole replacement at Lionel Hampton, (iii) open pit safety protocols, and vehicular and pedestrian traffic control and accommodations will be required, (iv) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impact may occur and remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved stormwater systems will help maintain stormwater quantity and quality control. Improvement of stormwater systems is required for safety and resiliency of the core campus.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $234,792.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-058

PROJECT CODE: 23/7-058

PROJECT NAME: New Stormwater Line at Art & Architecture

UTILITY SYSTEM: Stormwater

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (flooding occurs regularly).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The existing stormwater line serving Art & Architecture was cut off when Commons was constructed. This has caused flooding issues in the basement of Art & Architecture and creates standing water issues near pedestrian walkways, which freeze in cold weather and pose a pedestrian safety risk. This project restores stormwater service to this area by installing a new line from Art & Architecture to Line Street.

Objectives: The main objectives of this Capital Improvement are:

- Correct flooding issues near Art & Architecture by installing a new stormwater line.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Install new 6" SDR 35 PVC pipe (approx. 120').
- Connect new line to existing storm system.
- Install one new catch basin.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

A detailed safety plan covering open pit work and vehicular and pedestrian traffic will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University to avoid disruptions to events on campus.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-058

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $16,848 and will also include jetting and a CCTV inspection.

Additional Information:

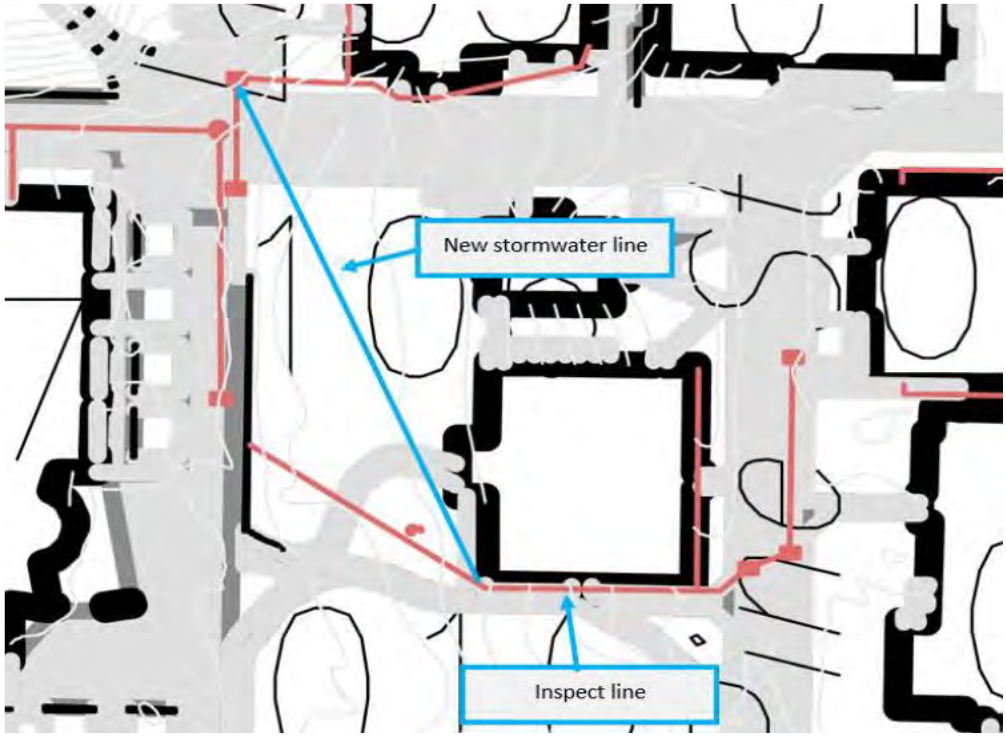


Figure 1. Stormwater system in the affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $133,316.

(B) Forecasted annual operations and maintenance costs: $200. Additional pipe will require regular cleaning, jetting, and inspection.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-058

trees and vegetation but impact may occur and remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through August 2023. EPC (Commiss.) occurs from August 2023 to September 2023.

	07/22	08/22	09/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: Improved stormwater systems will help maintain stormwater quantity and quality control. Improvement of stormwater systems is required for safety and resiliency of the core campus.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $132,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-059

PROJECT CODE: 23/7-059

PROJECT NAME: Stormwater Catch Basin and Manhole Upgrades

UTILITY SYSTEM: Stormwater

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (safety risks to building occupants, vehicles, and pedestrians). The impact associated with resiliency is high (flooding occurs regularly).

The likelihood of these events is high.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Catch basins collect stormwater runoff and direct it to the creek to prevent flooding. Manholes across campus are used to access stormwater lines for inspection and service. When these fail it severely limits the ability of clearing plugged lines, potentially requiring excavation. This project includes major repairs and replacements for aging catch basins and manholes that are beginning to fail. Problems include collapsing walls, sinking asphalt, plugged lines, and damage to pipes and pose safety risks to vehicle, cyclist, and pedestrian traffic on campus.

Objectives: The main objectives of this Capital Improvement are:

- Replace failing stormwater catch basins and manholes.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Upgrade and install liners at 30 catch basins.
- Remove and replace 14 catch basins.
- Upgrade and install liners at 3 manholes.
- Remove and replace 1 manhole.
- Asphalt and natural surface restoration.
- CCTV inspection and jetting.
- Construction supervision.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

A detailed safety plan covering open pit work and vehicular and pedestrian traffic will be developed. Similarly, a safe return to service will be documented.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-059

The Concessionaire will coordinate with the University for building shutdowns and to avoid disruptions associated with open pit work.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $141,156 and will also include jetting and a CCTV inspection.

Additional Information:

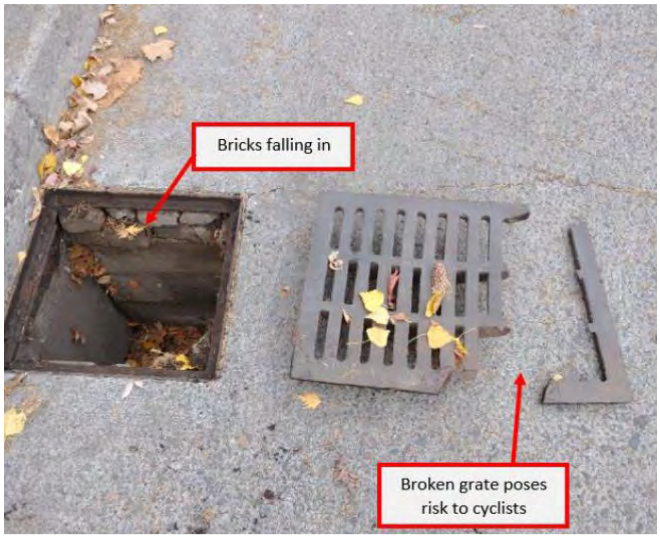


Figure 1. Catch basin on Campus Drive.



Figure 2. Catch basin on Rayburn.



Figure 3. Catch basin on Perimeter Drive.

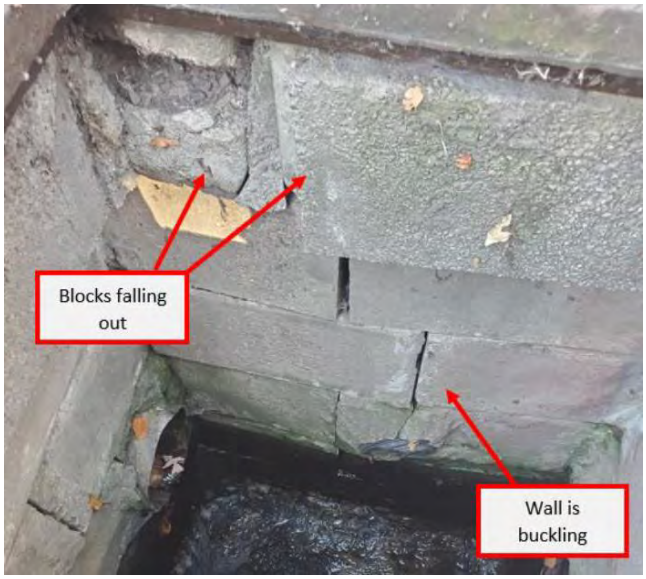


Figure 4. Catch basin at South Hill Apartments.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-059

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,852,453.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impact may occur, and remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2024. EPC (Commiss.) occurs from September 2024 to October 2024.

	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: This Capital Improvement will improve campus' safety and stormwater system's resilience. Stormwater quality will be improved.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,838,484.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-060

PROJECT CODE: 23/7-060

PROJECT NAME: Stormwater Line Installation from Wallace to Paradise Creek

UTILITY SYSTEM: Stormwater

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This stormwater system removes stormwater from areas of campus including JW Martin, ICCU Arena, and Wallace. However, the current system is not designed to handle the current loads, causing flooding in the area regularly. This project installs a new line from the northwest corner of Gooding to Paradise Creek. The new line will reduce the hydraulic loading on the existing system by improving flow, extending the useful life of the connected lines.

Objectives: The main objectives of this Capital Improvement are:

- Increase stormwater capacity to reduce flooding and reduce stress on existing system.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner, improve reliability and stormwater quality.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Install new 24" HDPE pipe (approx. 290').
- Install new 24" outfall valve at Paradise Creek.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work and vehicular and pedestrian traffic (including temporary

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-060

accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University for a possible shutdown of Paradise Creek Street.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $31,320.

Additional Information:

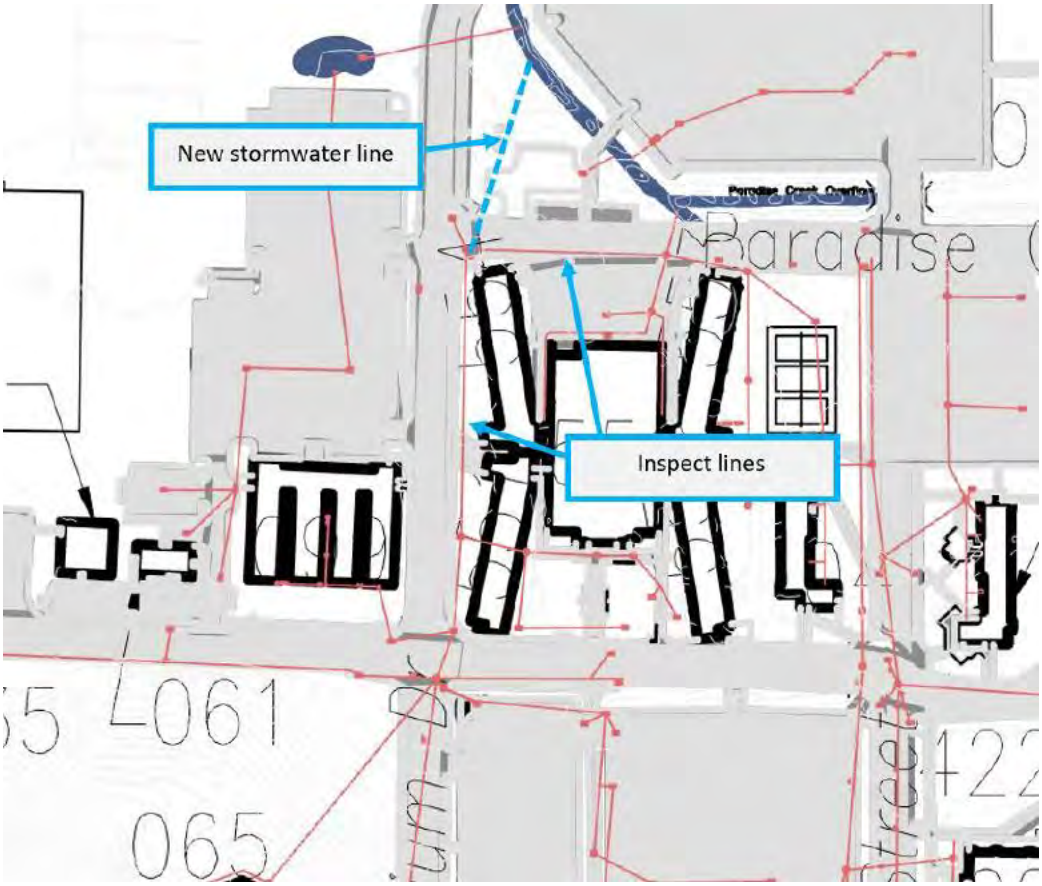


Figure 1. Stormwater system in the affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $301,212.

(B) Forecasted annual operations and maintenance costs: +$800. New pipe will require regular cleaning, jetting, and inspection. Outfall testing as required by MS4 stormwater permit.

(C) Proposed modification to the Recovery Period: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-060

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impact may occur, and remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2025. EPC (Commiss.) occurs from September 2025 to October 2025.

	07/24	08/24	09/24	10/24	11/24	12/24	01/25	02/25	03/25	04/25	05/25	06/25
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: This Capital Improvement will improve campus' safety and stormwater system's resilience. Stormwater quality will be improved.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $298,944.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-061

PROJECT CODE: 23/7-061

PROJECT NAME: Nez Perce Stormwater and Sanitary Sewer Major Repairs

UTILITY SYSTEM: Stormwater and Sanitary Sewer

DATE SUBMITTED: December 31st, 2021

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer and stormwater lines are aged and need to be inspected and potentially slip lined. The sanitary sewer line on Nez Perce is in poor condition with many root penetrations. It most recently plugged in September 2021. The stormwater lines in the area have been plugged since the eruption of Mount St. Helens in 1980. These issues leave Nez Perce at risk for flooding and cause slippery conditions for pedestrians in poor weather. Their eventual collapse will risk loss of service to connected buildings and potential building flooding damage.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer line on Nez Perce serving the President's house and the Golf Course.
- Inspect nearby sanitary sewer and stormwater lines to identify future needs.
- Change assets in order to achieve the required O&M practices in a safe manner and maintain reliable and effective service for both stormwater and sanitary sewers.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slip line the 6" sanitary sewer line on Nez Perce (approx. 1,600').
- Bedding and backfill.
- CCTV inspect and jet parallel stormwater on Nez Perce (approx. 3,400').
- CCTV inspect and jet other connecting lines.
- Construction supervision.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including

temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University and building occupants for any shutdowns, as well as for the potential need for parking space closures along Nez Perce.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $25,704 and will also include a CCTV inspection of lines within the scope.

Additional Information:

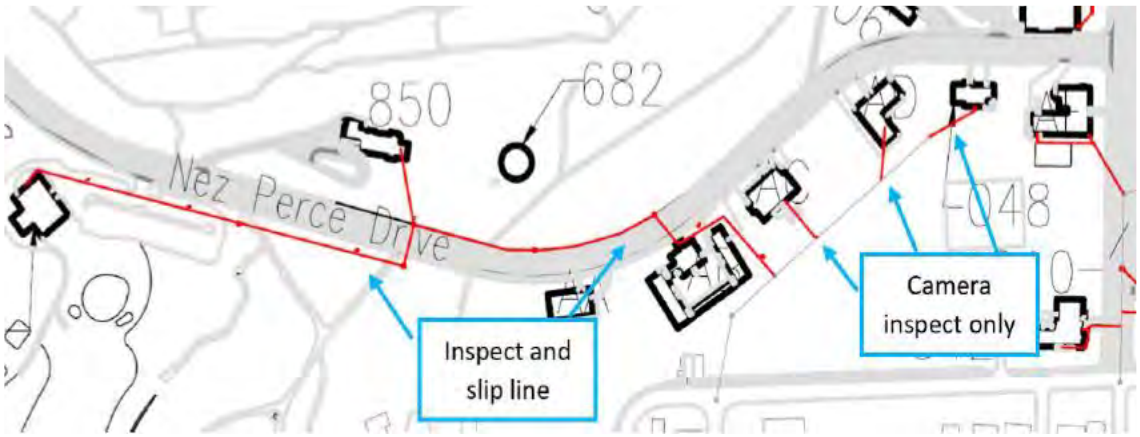


Figure 1. Sanitary sewer lines in affected area.



Figure 2. Stormwater lines in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

CAPITAL IMPROVEMENT PROJECT SHEET – 23/7-061

(A) Total Cost: $252,026.

(B) Forecasted annual operations and maintenance costs: +$0. No changes in O&M Costs anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impact may occur, and remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur.

(E) Proposed schedule: EPC (Const.) extends through September 2025. EPC (Commiss.) occurs from September 2025 to October 2025.

	07/24	08/24	09/24	10/24	11/24	12/24	01/25	02/25	03/25	04/25	05/25	06/25
Additional Work												
EPC (Dev.)												
EPC (Const.)												
EPC (Commiss.)												

(F) Impact on Sustainability: This Capital Improvement will improve campus' safety and stormwater system's resilience. Stormwater quality will be improved. Sanitary sewer operation is critical to public health and to prevent environmental contamination.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $250,128.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.



FIVE-YEAR PLAN FY24
THE UNIVERSITY OF IDAHO UTILITY SYSTEM

This Five-Year Plan consists of a budget and plan prepared by the Concessionaire in accordance with Section 7.2 for the operation of the Utility System and performance of its obligations under the Long-term Lease and Concession Agreement for the University of Idaho Utility System, in respect of the period consisting of Fiscal Years 2024 through 2028.

To: University of Idaho
Vice President for Finance & Administration
Email: vpfinance@uidaho.edu

With a copy to:

Office of the General Counsel
Email: counsel@uidaho.edu

Date: February 1, 2023

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I. Introduction

Sacyr Plenary Utility Partners Idaho LLC is excited to submit this Five-Year Plan, that delineates the Capital Improvements proposed to make in each Fiscal Year to the Utility System, including Capital Improvements to address conditions of the Utility System existing prior to the Closing Date.

Throughout this first and second years of the Term, the Concessionaire has been able to further understand the conditions, limitations, and operational status of the Utility System. The most visible result of such steep learning has been the discovery of latent issues with the Utility System that were in critical condition prior to the start of the Term and will continue to be in critical condition until applicable Capital Improvements are completed. As a result, the core focus of this Five-Year Plan is to further the stabilization of the Utility System, prioritizing safety and reliability in accordance with the Performance Standards and Key Performance Indicators, over other potential objectives.

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All projects listed in this document are proposed to be performed by Moscow ID Eco District I, LLC, a fully-owned subsidiary of McKinstry Essention, LLC, that serves as Contractor to the Operator within the Long-Term Lease and Concession Agreement for the University of Idaho Utility System.

II. Planning Process

The planning process for Fiscal Year 2024 was built upon a subset of the four founding principles: *safety*, *reliability* leading to resilience, *operational efficiency*, and *carbon neutrality*. In order of priority, those principles are:

- Provide for the *safety* of the general public, campus community, and operations personnel.
- Operate, maintain, and plan for *reliability* and resilience of the Utility System.
- Improve *operational efficiency*.
- Develop and implement a plan for energy independence and *carbon neutrality*.

While comprehensive stewardship of the Utility System resources requires that all four of these principles be represented in the planning process, early experiences with the Utility System have revealed a critical need to focus the near-term planning efforts on two of them: safety and resilience. Many components of these systems are at the end of their useful life, historically deficient of proper maintenance, or in a partial state of failure leaving the likelihood of a critical system failure unacceptably high and calling for a critical need to upgrade. Achieving a safe environment and resilience in the existing systems is critical before any substantive gains in operational efficiency or carbon neutrality can happen.

Above all, it is imperative that the safety of the general public, the campus community, and the operations personnel be prioritized. Following closely behind, the focus on safety is that of building resilience, starting with reliability. System failures have revealed substantial reliability issues and the Concessionaire's team has systematically identified vulnerabilities in the Utility System.

As a result, the planning process for Fiscal Year 2024 is solely focused on safety and resilience for the *stabilization* of the Utility System, so more progressive long-range planning can commence in the future. Besides the direct safety and business interruption risks, the vulnerabilities identified are direct threats to meeting the Performance Standards and Key Performance Indicators in the Concession Agreement. The Capital Improvements proposed within this Five-Year Plan are specifically identified to manage these risks and constitute a crucial first step in advancing the quality of the Utility System.

A planning process focused on safety and resilience required evaluating the risks associated with the existing systems and their mitigation. This methodical approach characterized the Utility System's subsystems to evaluate deficiencies and vulnerabilities. In the case of complex systems, such as the Energy Plant, the components of the subsystems were also identified. For each system, subject matter experts were engaged in planning sessions to discuss the condition, needs, and potential vulnerabilities associated throughout the Utility System, and within them, 44 subsystems and approximately 180 component sets. Once each system's deficiencies and opportunities were identified, project scopes were developed that centered on addressing these safety and resiliency issues. These projects were structured to maximize complementary work to reduce the number of service disruptions or otherwise gain implementation efficiency. While it will be continuously improved over the next several planning cycles, this effort established the concept of *system planning* for each Utility System.

Vulnerability Assessment

The potential for each Capital Improvement to mitigate risks was established by using a simple vulnerability assessment matrix. This approach evaluated (i) the *impact* of the risk/vulnerability based on the safety and reliability principles, and (ii) the *likelihood* of a failure. It is worth noting that all the Capital Improvements identified herein are presented because they mitigate either a significant safety or resiliency risk, or in several cases, both.

Capital Improvements were assigned an impact rating of low, medium, or high from both a safety and a reliability standpoint. The safety sub-rating estimates the impact of a failure, due to the vulnerability, on the health and life safety of the general public, campus community, and operations staff. The reliability sub-rating estimates the impact of a failure, due to the vulnerability, on business interruption impacts, costs of emergency repair/temporary operations, and cascading property damage resulting from failure (floods, fire, freeze up, building shutdown, etc.). Each risk was also assigned a likelihood rating of low, medium, or high, according to the probability that a failure may occur.

Using a simple matrix, Capital Improvements were assigned a *phase designator*, from Phase 1 to Phase 5. This designation provides guidance about the importance of a Capital Improvement and has too been used to allocate the Capital Improvements included in this plan to each of the five years. A later phase designation should not be construed as diminishing the necessity of the project but rather is a reflection of the reality that all projects cannot be done simultaneously.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Figure 1. Vulnerability Matrix

Projects with the highest impact and likelihood were ranked as Phase 1 projects, a designation that identifies the risk associated with inaction as unacceptably high. These projects must be implemented to mitigate critical safety and/or reliability risks and have been proposed for Approval on the first Fiscal Year of the Five-Year Plan (i.e., FY24).

These planning efforts have revealed a significant volume of critical (i.e., Phase 1) work and a similar volume of important (i.e., Phase 2, proposed for FY25) work that is imperative to address in the near term. Utility failures carrying unacceptable safety and reliability concerns are very likely to occur without immediate action.

Projects with a lessor phase designation (i.e., Phase 3-5) also have important roles in risk mitigation. While the impact and likelihood of failures due to inaction are projected to be less severe, there are still risks and a plan for immediate implementation is needed.

It is necessary to understand that this vulnerability assessment is a tool for the University and the Concessionaire to compare projects and help inform what projects need to be prioritized. Unknown and unforeseen issues within systems exist and may cause failures that cannot be predicted. These designators are the best indicator available to measure the criticality of a project.

Annualization of Capital Improvements

Capital Improvements presented within this submittal have been developed and selected through an exhaustive capital planning process, and urgent and immediate approval and completion of these Capital Improvements is necessary to allow the Concessionaire to operate and maintain the Utility System in full compliance with the Performance Standards and Key Performance Indicators.

While we understand the financial constraints of the University, it is our duty to notify the University that these Capital Improvements are essential for the safe and reliable operations and maintenance of the Utility System, and therefore should be approved and undertaken urgently and immediately.

Nevertheless, in order to facilitate the University's review and comply with the Concession Agreement's requirements for the composition of the Five-Year Plan, we have created a timeline for these investments following the level of criticality of such undertakings. Impact and likelihood may be less severe as the project's phase designation number increases but all of them are critical to aspects of the Utility System, pose significant safety and reliability risks, are essential for continuing compliance with the Performance Standards and Key Performance Indicators, and an accelerated approval of their implementation is needed.

Furthermore, a new tool to facilitate the selection of Capital Improvements proposed within this Five-Year Plan is presented with the summary tables found in the following pages. Capital Improvements not only have been designated a Phase or proposed in a particular Fiscal Year, but they have also been ranked and prioritized by, among other aspects, the criticality and need for urgent Approval. However, it is worth reiterating that, while prioritized, all Capital Improvements proposed should be approved urgently to address safety and resiliency deficiencies.

Lastly, it is worth noting that, given the current macro environment, prices in this Five-Year Plan are assigned a validity period that expires on April 6th, 2023.

III. Supply Use Trends

Supplies expected to be used to operate the Utility System are wood chip fuel, natural gas, and electricity. There is no change from previous years, nor any change expected in the foreseeable future.

The FY24 Supply use per month and yearly trends are shown below. The estimate for Fiscal Year 2024 is emphasized in red for each plot. The estimated usage of Supplies throughout the year is dependent on campus activities, especially whether students are on campus or not, and weather. Supply use also grows with the increased campus population and building square footage.

Wood Fuels

Wood fuel use peaks in the winter with heating loads but is not at its lowest during peak cooling season. This is because steam fired absorption chillers are used in the summer to produce Chilled Water with wood chips. Wood fuel use is instead at its lowest in the shoulder spring/fall months, when the overall HVAC needs of campus are at their lowest. This is partially the reason why planned wood boiler maintenance shutdowns are scheduled in the spring and summer. In a typical year over 90% of the steam produced at the Energy Plant is from the wood boiler. Wood fuel is measured and purchased in bone dry tons (BDTs) instead of units of energy (e.g., MMBTUs) because the energy content for wood varies significantly depending on species and moisture content. As the wood boiler degrades, and its mechanical and electrical systems wear out, unscheduled wood boiler shutdowns will likely increase in both frequency and duration. This may result in decreasing wood fuel use over time.

Natural Gas

Unlike wood fuel, natural gas use at the Energy Plant does not follow a consistent pattern year over year. While it is difficult to predict, there are some common trends. Natural gas is typically used at the Energy Plant to meet peak steam loads when the wood boiler can't keep up with demand and during wood boiler shutdowns. Peak steam loads are in the winter, so there is some natural gas use when temperature drop below freezing. In the summer, there is typically little to no natural gas use.

Scheduled wood boiler shutdowns are not on specific dates, but instead based on the level of maintenance needed and campus loads. To minimize Supply Costs shutdowns are scheduled in the shoulder spring/fall months when loads are at the lowest. Thus, natural gas use is at its highest in the spring and fall. Unscheduled shutdowns occur throughout the year and are likely the driving cause for variability in natural gas use.

Electricity

Electricity use on the East Feed is typically stable throughout the year, with a minor increase late summer during the cooling season and students returning to campus. Electricity use on the West Feed is also stable

but increases during the summer season due to chilled water production at the South Campus Chiller Plant. Historically the East and West Feeds have been balanced 50/50. However, this changed as of spring of 2022, with the addition of the steam turbines and IRIC PV array coming online. Both generating systems are on the East Feed and have been accounted for in the FY24 supply usage estimate. When more data is available about the amount of power generated on campus it is likely that the two feeds will be rebalanced.

Month	Wood (BDT)	Natural Gas (therms)	Electricity - East (kWh)	Electricity-West (kWh)
July	1,332	16,965	1,432,714	2,130,600
August	1,001	-	1,185,667	2,337,835
September	894	3,127	1,080,970	2,145,962
October	1,504	6,585	1,097,700	2,170,087
November	2,235	8,568	1,153,840	1,989,939
December	2,275	13,563	1,235,593	1,911,918
January	2,452	25,135	1,193,044	1,995,202
February	2,340	-	1,147,508	1,924,463
March	1,988	20,783	1,233,153	1,948,900
April	2,086	5,225	978,664	1,766,371
May	1,506	42,480	903,312	1,833,505
June	1,300	-	1,288,294	1,809,622
TOTAL	**20,914**	**142,430**	**13,930,461**	**23,964,405**

Figure 2. Supply usage estimate for Fiscal Year 2024.

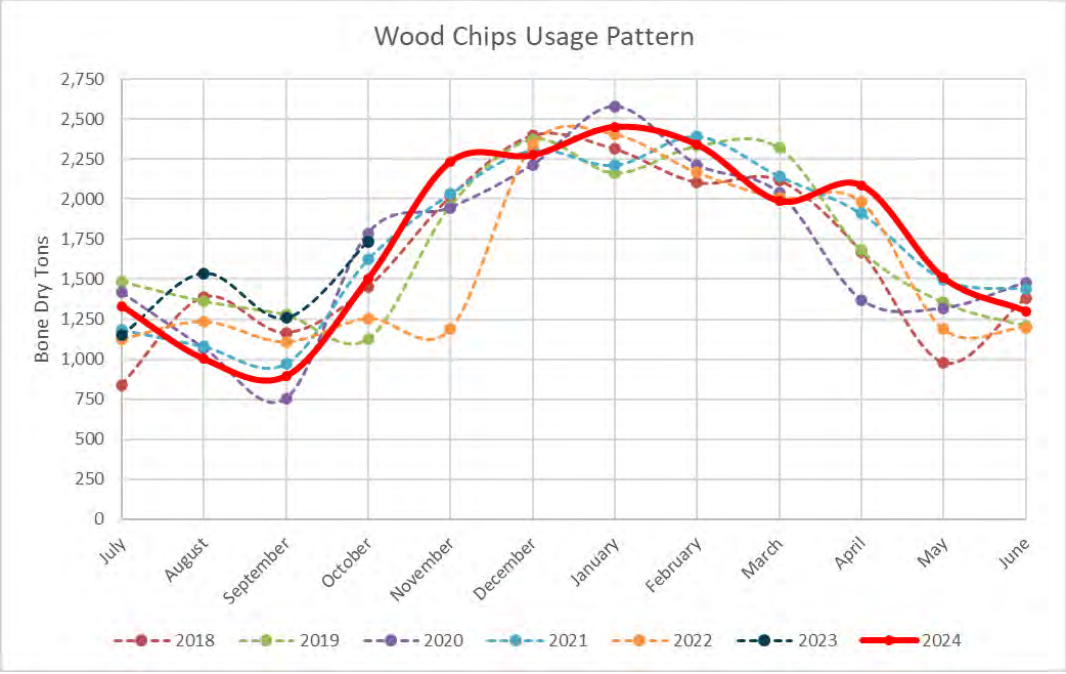


Figure 3. Wood chip usage over recent years

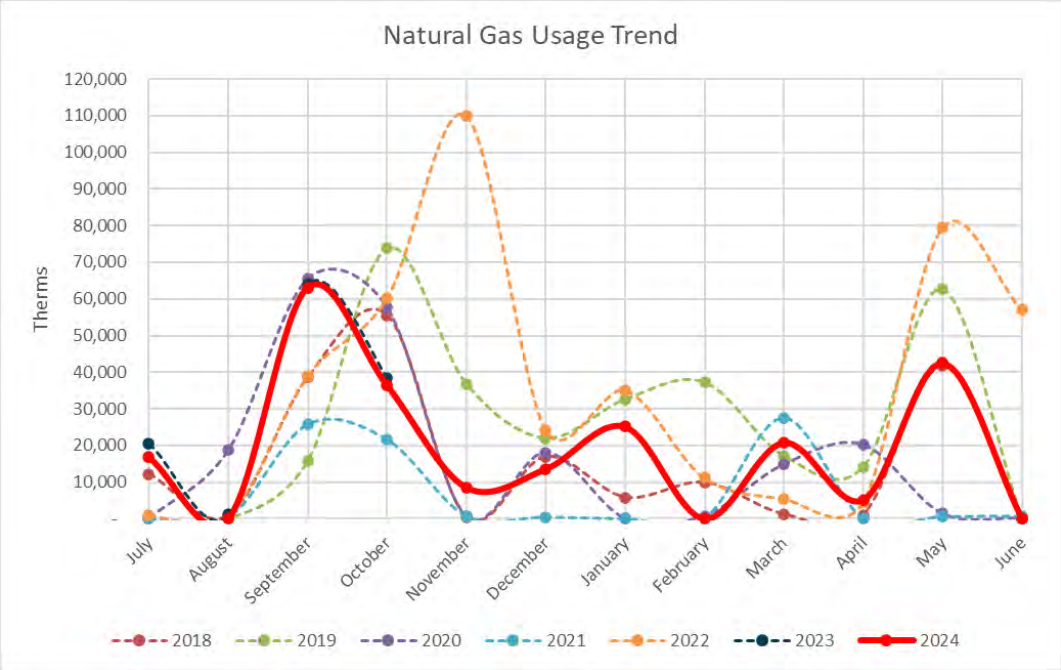


Figure 4. Natural gas usage over recent years

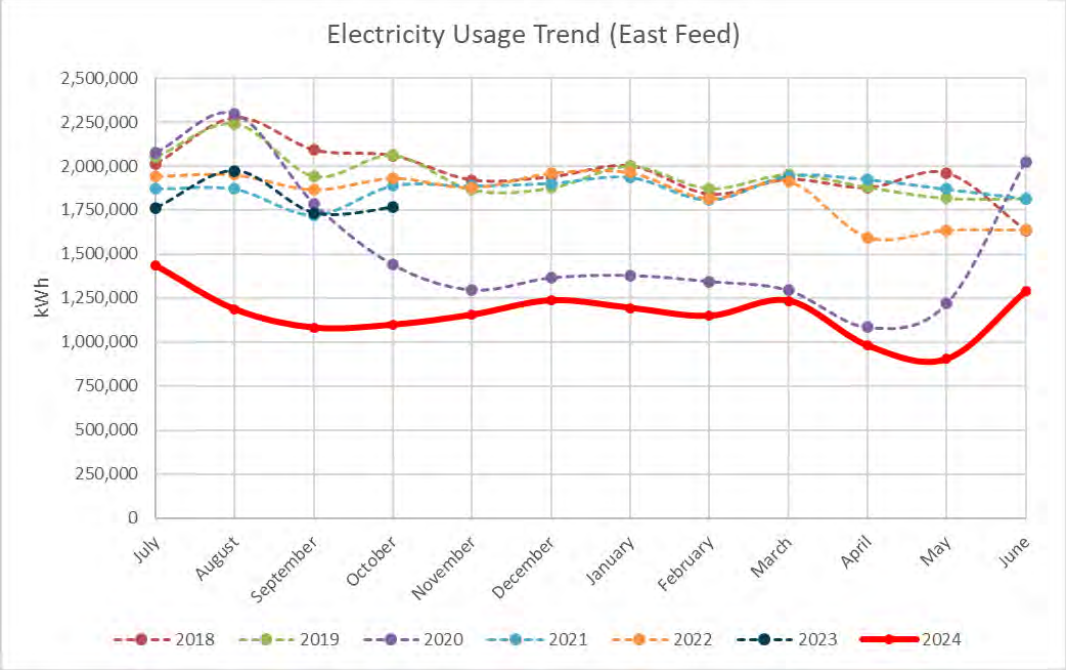


Figure 5. East Electric Feed usage over recent years

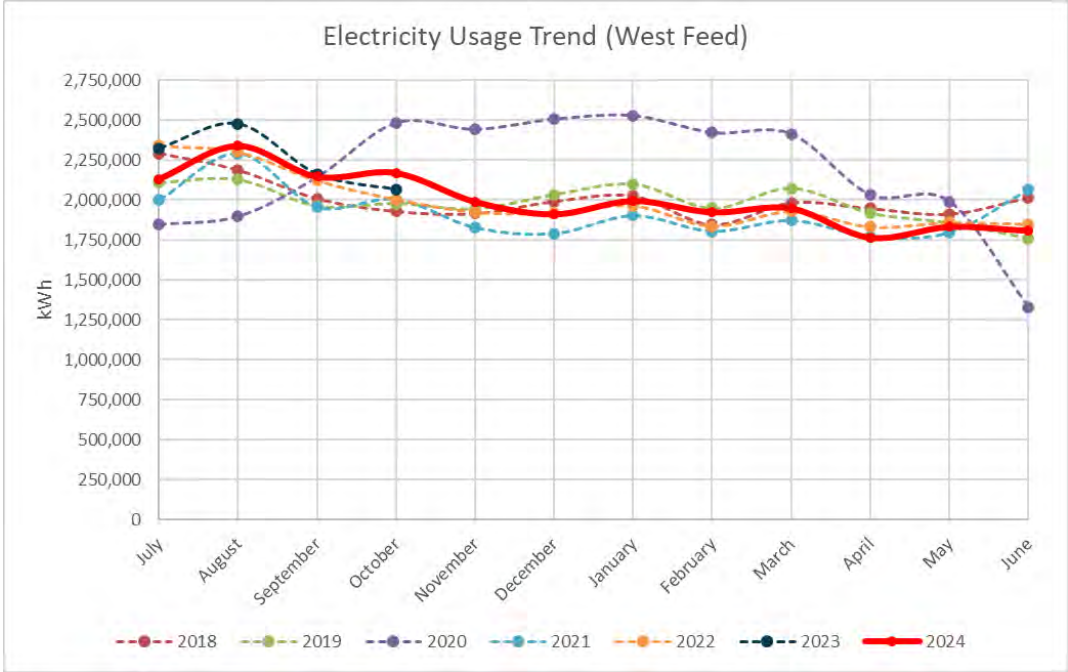


Figure 6. West Electric Feed usage over recent years

IV. Capital Improvements by Priority.

PROPOSED CAPITAL IMPROVEMENTS

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
1	24/1	002	1	Ash Handling System Upgrades	$242,660	$3,349,524
2	24/3	062	1	Agricultural Science Building Electrical Service Replacement	$141,900	$1,974,462
3	24/1	009	1	Boiler Controls Modernization	$447,260	$4,934,866
4	24/3	024	1	Electrical Transformer and Primary Components Equipment Reserve	$35,090	$1,698,159
5	24/6	048	1	Sanitary Sewer Major Repairs at the Library and the Memorial Gym	$26,730	$401,032
6	24/7	056	1	Stormwater Major Repairs at the Library and the Memorial Gym	$96,580	$1,272,361
7	24/4	037	1	Fire Hydrant Major Repairs	$57,860	$804,572
8	24/2	063	1	Chilled Water Wintertime Capacity Upgrade	$21,230	$2,659,652
9	24/4	064	1	Well #4 Modernization	$153,010	$5,085,924
10	24/3	025	1	Electrical Vault Inspections and Upgrades	$583,220	$5,459,675
11	24/2	065	1	Chilled Water Capacity Upgrade at the South Campus Chiller Plant (Proposal B)	$507,650	$23,370,631
12	24/3	026	1	Menard Law Building Electrical Service Replacement	$80,300	$868,675
13	24/1	003	1	Steam Piping Upgrades at the Energy Plant	$58,960	$3,338,022
14	24/1	004	1	Gas Boilers Capital Renewal	$207,900	$5,708,096
15	24/1	005	1	Utility Tunnel Repair on 6th Street	$131,120	$3,574,107
16	24/4	038	1	Domestic Water Line Replacement on the Central Mall	$32,560	$451,741
17	24/6	051	1	Sanitary Sewer Line Recondition on Line Street	$46,860	$638,515
18	24/6	050	1	Sanitary Sewer Manhole Replacements	$43,560	$596,052
19	24/7	058	1	Stormwater Line Installation from the Art & Architecture Building to Line Street	$14,410	$157,976
20	24/6	049	1	Sanitary Sewer Line Recondition on Campus Drive and Blake Avenue	$17,380	$226,281
21	24/7	057	1	Stormwater Line Recondition on Campus Drive and Blake Avenue	$18,480	$262,127
22	24/4	040	1	Backflow Assemblies Replacement at the South Hill Apartments	$97,460	$1,336,636
23	24/4	039	1	Domestic Water Vault Improvements at the Sheep Center	$27,390	$386,495
24	24/3	066	2	Microgrid Expansion, Phase I	$97,680	$1,506,795
25	24/1	012	2	Steam and Condensate Distribution Upgrades	$57,200	$6,414,216
26	24/1	010	2	Wood Boiler Capital Renewal, Phase I	$260,480	$2,593,877
27	24/3	028	2	Administration South Building Electrical Service Replacement	$80,300	$825,018
28	24/3	029	2	Art & Architecture North Building Electrical Service Replacement	$80,300	$804,868
29	24/3	030	2	College of Natural Resources Building Electrical Service Replacement	$80,300	$938,080
30	24/3	031	2	Hartung Theatre Electrical Service Replacement	$80,300	$808,226
31	24/3	032	2	Theophilus Tower Electrical Service Replacement	$80,300	$867,556
32	24/3	033	2	Physical Education Building Electrical Service Replacement	$80,300	$825,018
33	24/3	034	2	Swimming Center Building Electrical Service Replacement	$80,300	$825,018
34	24/3	035	2	West Farm Primary Distribution Improvements	$143,550	$10,270,321
35	24/4	042	2	Backflow Assemblies Replacement at the McClure Hall	$9,020	$100,709
36	24/2	021	2	Chilled Water Distribution Upgrades, Phase I	$248,050	$965,710
37	24/4	043	2	Domestic Water Line Replacement on University Avenue	$101,640	$1,358,484
38	24/4	044	2	Domestic Water Line Replacement to the Energy Plant	$14,740	$224,242
39	24/4	045	2	Domestic Water Line Replacement to the Agricultural Science Building	$19,030	$273,576
40	24/4	046	2	Domestic Water Line Replacement to the Food Research Center	$20,790	$291,515
41	24/4	047	2	Domestic Water Line Replacement on Blake Avenue	$200,860	$2,653,907
42	24/6	052	2	Sanitary Sewer Line Recondition at the West Farm	$17,930	$249,100
43	24/6	053	2	Sanitary Sewer Line Replacement at the Bruce M. Pitman Center	$19,580	$211,909
44	24/6	054	2	Sanitary Sewer Line Replacement at the Administration Building and Art & Architecture Building	$39,050	$520,328
45	24/6	055	2	Sanitary Sewer Line Recondition from the Brink and Phinney Halls to the Integrated Research and Innovation Cente	$18,150	$194,365
46	24/7	059	2	Stormwater Catch Basin and Manhole Upgrades	$141,130	$1,863,576
47	24/7	060	2	Stormwater Line Installation from the Wallace Residence Center to Paradise Creek	$31,570	$346,961
48	24/7	061	2	Stormwater and Sanitary Sewer Major Repairs on Nez Perce Drive	$25,740	$264,731
49	24/3	036	2	Primary Electric Switch Upgrades	$130,240	$2,700,658
50	24/1	013	3	Emergency Generator at the Energy Plant	$82,170	$779,964
51	24/1	015	3	Utility Tunnel Upgrades	$58,960	$1,920,151
52	24/2	067	3	Chilled Water Capacity Upgrade at the North Campus Chiller Plant	$380,050	$12,489,269
53	24/6	068	3	Sanitary Sewer Service Lines Recondition on 6th Street	$44,330	$793,429
54	24/6	069	3	Sanitary Sewer Line Recondition on Perimeter Drive	$23,320	$424,622
55	24/6	070	3	Sanitary Sewer Line Recondition on Rayburn Street	$56,760	$997,861
56	24/6	071	3	Sanitary Sewer Line Recondition from the Theophilus Tower to 6th Street	$18,810	$343,050
57	24/6	072	3	Sanitary Sewer Service Lines Recondition at the Wallace Residence Center	$31,680	$584,414
58	24/8	073	3	Compressed Air Upgrades	$52,580	$437,709
59	24/4	074	3	Well #3 Modernization	$153,010	$5,085,924
60	24/1	016	4	Condensate Return System Upgrades	$57,090	$1,830,672
61	24/1	014	4	Energy Plant Building Envelope Upgrades	$151,030	$4,078,318
62	24/1	008	4	Feedwater System Upgrades	$91,190	$1,939,253
63	24/1	017	4	Wood Boiler Capital Renewal, Phase II	$319,440	$3,297,320
64	24/1	018	4	Wood Fuel Storage Conveyance System Upgrades	$131,340	$1,056,350
65	24/1	019	4	Wood Fuel Storage Facility Upgrades	$105,820	$630,006

66	24/3	075	4	Campus Primary Distribution Improvements	$383,130	$21,254,574
67	24/4	076	4	I Tank Recoat	$49,940	$3,939,385
68	24/6	077	4	Sanitary Sewer Line Recondition from West Kibbie Dome to Perimeter Drive	$26,950	$492,785
69	24/7	078	4	Stormwater Line Recondition on Rayburn Street	$74,140	$1,302,603
70	24/7	079	4	Stormwater Line Recondition on Stadium Drive	$30,250	$552,008
71	24/1	020	5	Water Treatment Improvements, Phase II	$79,530	$2,070,178
72	24/2	023	5	Emergency Generator at the South Campus Chiller Plant	$72,050	$671,431
73	24/4	080	5	Golf Course Water Tank Recoat	$56,980	$7,070,519
74	24/3	081	5	North Farm Agrisolar Array	$536,470	$19,822,953
PROPOSED CAPITAL IMPROVEMENT COST					**$8,315,120**	**$201,319,095**

V. Capital Improvements by Utility System and Priority.

UTILITY SYSTEM: STEAM AND CONDENSATE (INFO /1)

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
1	24/1	002	1	Ash Handling System Upgrades	$242,660	$3,349,524
3	24/1	009	1	Boiler Controls Modernization	$447,260	$4,934,866
13	24/1	003	1	Steam Piping Upgrades at the Energy Plant	$58,960	$3,338,022
14	24/1	004	1	Gas Boilers Capital Renewal	$207,900	$5,708,096
15	24/1	005	1	Utility Tunnel Repair on 6th Street	$131,120	$3,574,107
25	24/1	012	2	Steam and Condensate Distribution Upgrades	$57,200	$6,414,216
26	24/1	010	2	Wood Boiler Capital Renewal, Phase I	$260,480	$2,593,877
50	24/1	013	3	Emergency Generator at the Energy Plant	$82,170	$779,964
51	24/1	015	3	Utility Tunnel Upgrades	$58,960	$1,920,151
60	24/1	016	4	Condensate Return System Upgrades	$57,090	$1,830,672
61	24/1	014	4	Energy Plant Building Envelope Upgrades	$151,030	$4,078,318
62	24/1	008	4	Feedwater System Upgrades	$91,190	$1,939,253
63	24/1	017	4	Wood Boiler Capital Renewal, Phase II	$319,440	$3,297,320
64	24/1	018	4	Wood Fuel Storage Conveyance System Upgrades	$131,340	$1,056,350
65	24/1	019	4	Wood Fuel Storage Facility Upgrades	$105,820	$630,006
71	24/1	020	5	Water Treatment Improvements, Phase II	$79,530	$2,070,178
PROPOSED CAPITAL IMPROVEMENT COST					**$2,482,150**	**$47,514,921**

UTILITY SYSTEM: CHILLED WATER (INFO /2)

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
8	24/2	063	1	Chilled Water Wintertime Capacity Upgrade	$21,230	$2,659,652
11	24/2	065	1	Chilled Water Capacity Upgrade at the South Campus Chiller Plant (Proposal B)	$507,650	$23,370,631
36	24/2	021	2	Chilled Water Distribution Upgrades, Phase I	$248,050	$965,710
52	24/2	067	3	Chilled Water Capacity Upgrade at the North Campus Chiller Plant	$380,050	$12,489,269
72	24/2	023	5	Emergency Generator at the South Campus Chiller Plant	$72,050	$671,431
PROPOSED CAPITAL IMPROVEMENT COST					**$1,229,030**	**$40,156,693**

UTILITY SYSTEM: ELECTRIC (INFO /3)

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
2	24/3	062	1	Agricultural Science Building Electrical Service Replacement	$141,900	$1,974,462
4	24/3	024	1	Electrical Transformer and Primary Components Equipment Reserve	$35,090	$1,698,159
10	24/3	025	1	Electrical Vault Inspections and Upgrades	$583,220	$5,459,675
12	24/3	026	1	Menard Law Building Electrical Service Replacement	$80,300	$868,675
24	24/3	066	2	Microgrid Expansion, Phase I	$97,680	$1,506,795
27	24/3	028	2	Administration South Building Electrical Service Replacement	$80,300	$825,018
28	24/3	029	2	Art & Architecture North Building Electrical Service Replacement	$80,300	$804,868
29	24/3	030	2	College of Natural Resources Building Electrical Service Replacement	$80,300	$938,080
30	24/3	031	2	Hartung Theatre Electrical Service Replacement	$80,300	$808,226
31	24/3	032	2	Theophilus Tower Electrical Service Replacement	$80,300	$867,556
32	24/3	033	2	Physical Education Building Electrical Service Replacement	$80,300	$825,018
33	24/3	034	2	Swimming Center Building Electrical Service Replacement	$80,300	$825,018
34	24/3	035	2	West Farm Primary Distribution Improvements	$143,550	$10,270,321
49	24/3	036	2	Primary Electric Switch Upgrades	$130,240	$2,700,658
66	24/3	075	4	Campus Primary Distribution Improvements	$383,130	$21,254,574
74	24/3	081	5	North Farm Agrisolar Array	$536,470	$19,822,953
PROPOSED CAPITAL IMPROVEMENT COST					**$2,693,680**	**$71,450,056**

UTILITY SYSTEM: DOMESTIC WATER (INFO /4)

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
7	24/4	037	1	Fire Hydrant Major Repairs	$57,860	$804,572
9	24/4	064	1	Well #4 Modernization	$153,010	$5,085,924
16	24/4	038	1	Domestic Water Line Replacement on the Central Mall	$32,560	$451,741
22	24/4	040	1	Backflow Assemblies Replacement at the South Hill Apartments	$97,460	$1,336,636
23	24/4	039	1	Domestic Water Vault Improvements at the Sheep Center	$27,390	$386,495
35	24/4	042	2	Backflow Assemblies Replacement at the McClure Hall	$9,020	$100,709
37	24/4	043	2	Domestic Water Line Replacement on University Avenue	$101,640	$1,358,484
38	24/4	044	2	Domestic Water Line Replacement to the Energy Plant	$14,740	$224,242
39	24/4	045	2	Domestic Water Line Replacement to the Agricultural Science Building	$19,030	$273,576
40	24/4	046	2	Domestic Water Line Replacement to the Food Research Center	$20,790	$291,515
41	24/4	047	2	Domestic Water Line Replacement on Blake Avenue	$200,860	$2,653,907
59	24/4	074	3	Well #3 Modernization	$153,010	$5,085,924
67	24/4	076	4	I Tank Recoat	$49,940	$3,939,385
73	24/4	080	5	Golf Course Water Tank Recoat	$56,980	$7,070,519
PROPOSED CAPITAL IMPROVEMENT COST					$994,290	$29,063,629

UTILITY SYSTEM: SANITARY SEWER (INFO /6)

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
5	24/6	048	1	Sanitary Sewer Major Repairs at the Library and the Memorial Gym	$26,730	$401,032
17	24/6	051	1	Sanitary Sewer Line Recondition on Line Street	$46,860	$638,515
18	24/6	050	1	Sanitary Sewer Manhole Replacements	$43,560	$596,052
20	24/6	049	1	Sanitary Sewer Line Recondition on Campus Drive and Blake Avenue	$17,380	$226,281
42	24/6	052	2	Sanitary Sewer Line Recondition at the West Farm	$17,930	$249,100
43	24/6	053	2	Sanitary Sewer Line Replacement at the Bruce M. Pitman Center	$19,580	$211,909
44	24/6	054	2	Sanitary Sewer Line Replacement at the Administration Building and Art & Architecture Building	$39,050	$520,328
45	24/6	055	2	Sanitary Sewer Line Recondition from the Brink and Phinney Halls to the Integrated Research and Innovation Cente	$18,150	$194,365
53	24/6	068	3	Sanitary Sewer Service Lines Recondition on 6th Street	$44,330	$793,429
54	24/6	069	3	Sanitary Sewer Line Recondition on Perimeter Drive	$23,320	$424,622
55	24/6	070	3	Sanitary Sewer Line Recondition on Rayburn Street	$56,760	$997,861
56	24/6	071	3	Sanitary Sewer Line Recondition from the Theophilus Tower to 6th Street	$18,810	$343,050
57	24/6	072	3	Sanitary Sewer Service Lines Recondition at the Wallace Residence Center	$31,680	$584,414
68	24/6	077	4	Sanitary Sewer Line Recondition from West Kibbie Dome to Perimeter Drive	$26,950	$492,785
PROPOSED CAPITAL IMPROVEMENT COST					$431,090	$6,673,742

UTILITY SYSTEM: STORM WATER (INFO /7)

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
6	24/7	056	1	Stormwater Major Repairs at the Library and the Memorial Gym	$96,580	$1,272,361
19	24/7	058	1	Stormwater Line Installation from the Art & Architecture Building to Line Street	$14,410	$157,976
21	24/7	057	1	Stormwater Line Recondition on Campus Drive and Blake Avenue	$18,480	$262,127
46	24/7	059	2	Stormwater Catch Basin and Manhole Upgrades	$141,130	$1,863,576
47	24/7	060	2	Stormwater Line Installation from the Wallace Residence Center to Paradise Creek	$31,570	$346,961
48	24/7	061	2	Stormwater and Sanitary Sewer Major Repairs on Nez Perce Drive	$25,740	$264,731
69	24/7	078	4	Stormwater Line Recondition on Rayburn Street	$74,140	$1,302,603
70	24/7	079	4	Stormwater Line Recondition on Stadium Drive	$30,250	$552,008
PROPOSED CAPITAL IMPROVEMENT COST					$432,300	$6,022,344

UTILITY SYSTEM: COMPRESSED AIR (INFO /8)

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
58	24/8	073	3	Compressed Air Upgrades	$52,580	$437,709
PROPOSED CAPITAL IMPROVEMENT COST					$52,580	$437,709

VI. Capital Improvements by Year and Priority.

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2024

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
1	24/1	002	1	Ash Handling System Upgrades	$242,660	$3,349,524
2	24/3	062	1	Agricultural Science Building Electrical Service Replacement	$141,900	$1,974,462
3	24/1	009	1	Boiler Controls Modernization	$447,260	$4,934,866
4	24/3	024	1	Electrical Transformer and Primary Components Equipment Reserve	$35,090	$1,698,159
5	24/6	048	1	Sanitary Sewer Major Repairs at the Library and the Memorial Gym	$26,730	$401,032
6	24/7	056	1	Stormwater Major Repairs at the Library and the Memorial Gym	$96,580	$1,272,361
7	24/4	037	1	Fire Hydrant Major Repairs	$57,860	$804,572
8	24/2	063	1	Chilled Water Wintertime Capacity Upgrade	$21,230	$2,659,652
9	24/4	064	1	Well #4 Modernization	$153,010	$5,085,924
10	24/3	025	1	Electrical Vault Inspections and Upgrades	$583,220	$5,459,675
11	24/2	065	1	Chilled Water Capacity Upgrade at the South Campus Chiller Plant (Proposal B)	$507,650	$23,370,631
12	24/3	026	1	Menard Law Building Electrical Service Replacement	$80,300	$868,675
13	24/1	003	1	Steam Piping Upgrades at the Energy Plant	$58,960	$3,338,022
14	24/1	004	1	Gas Boilers Capital Renewal	$207,900	$5,708,096
15	24/1	005	1	Utility Tunnel Repair on 6th Street	$131,120	$3,574,107
16	24/4	038	1	Domestic Water Line Replacement on the Central Mall	$32,560	$451,741
17	24/6	051	1	Sanitary Sewer Line Recondition on Line Street	$46,860	$638,515
18	24/6	050	1	Sanitary Sewer Manhole Replacements	$43,560	$596,052
19	24/7	058	1	Stormwater Line Installation from the Art & Architecture Building to Line Street	$14,410	$157,976
20	24/6	049	1	Sanitary Sewer Line Recondition on Campus Drive and Blake Avenue	$17,380	$226,281
21	24/7	057	1	Stormwater Line Recondition on Campus Drive and Blake Avenue	$18,480	$262,127
22	24/4	040	1	Backflow Assemblies Replacement at the South Hill Apartments	$97,460	$1,336,636
23	24/4	039	1	Domestic Water Vault Improvements at the Sheep Center	$27,390	$386,495
PROPOSED CAPITAL IMPROVEMENT COST					**$3,089,570**	**$68,555,582**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2025

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
24	24/3	066	2	Microgrid Expansion, Phase I	$97,680	$1,506,795
25	24/1	012	2	Steam and Condensate Distribution Upgrades	$57,200	$6,414,216
26	24/1	010	2	Wood Boiler Capital Renewal, Phase I	$260,480	$2,593,877
27	24/3	028	2	Administration South Building Electrical Service Replacement	$80,300	$825,018
28	24/3	029	2	Art & Architecture North Building Electrical Service Replacement	$80,300	$804,868
29	24/3	030	2	College of Natural Resources Building Electrical Service Replacement	$80,300	$938,080
30	24/3	031	2	Hartung Theatre Electrical Service Replacement	$80,300	$808,226
31	24/3	032	2	Theophilus Tower Electrical Service Replacement	$80,300	$867,556
32	24/3	033	2	Physical Education Building Electrical Service Replacement	$80,300	$825,018
33	24/3	034	2	Swimming Center Building Electrical Service Replacement	$80,300	$825,018
34	24/3	035	2	West Farm Primary Distribution Improvements	$143,550	$10,270,321
35	24/4	042	2	Backflow Assemblies Replacement at the McClure Hall	$9,020	$100,709
36	24/2	021	2	Chilled Water Distribution Upgrades, Phase I	$248,050	$965,710
37	24/4	043	2	Domestic Water Line Replacement on University Avenue	$101,640	$1,358,484
38	24/4	044	2	Domestic Water Line Replacement to the Energy Plant	$14,740	$224,242
39	24/4	045	2	Domestic Water Line Replacement to the Agricultural Science Building	$19,030	$273,576
40	24/4	046	2	Domestic Water Line Replacement to the Food Research Center	$20,790	$291,515
41	24/4	047	2	Domestic Water Line Replacement on Blake Avenue	$200,860	$2,653,907
42	24/6	052	2	Sanitary Sewer Line Recondition at the West Farm	$17,930	$249,100
43	24/6	053	2	Sanitary Sewer Line Replacement at the Bruce M. Pitman Center	$19,580	$211,909
44	24/6	054	2	Sanitary Sewer Line Replacement at the Administration Building and Art & Architecture Building	$39,050	$520,328
45	24/6	055	2	Sanitary Sewer Line Recondition from the Brink and Phinney Halls to the Integrated Research and Innovation Center	$18,150	$194,365
46	24/7	059	2	Stormwater Catch Basin and Manhole Upgrades	$141,130	$1,863,576
47	24/7	060	2	Stormwater Line Installation from the Wallace Residence Center to Paradise Creek	$31,570	$346,961
48	24/7	061	2	Stormwater and Sanitary Sewer Major Repairs on Nez Perce Drive	$25,740	$264,731
49	24/3	036	2	Primary Electric Switch Upgrades	$130,240	$2,700,658
PROPOSED CAPITAL IMPROVEMENT COST					**$2,158,530**	**$38,898,764**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2026

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
50	24/1	013	3	Emergency Generator at the Energy Plant	$82,170	$779,964
51	24/1	015	3	Utility Tunnel Upgrades	$58,960	$1,920,151
52	24/2	067	3	Chilled Water Capacity Upgrade at the North Campus Chiller Plant	$380,050	$12,489,269
53	24/6	068	3	Sanitary Sewer Service Lines Recondition on 6th Street	$44,330	$793,429
54	24/6	069	3	Sanitary Sewer Line Recondition on Perimeter Drive	$23,320	$424,622
55	24/6	070	3	Sanitary Sewer Line Recondition on Rayburn Street	$56,760	$997,861
56	24/6	071	3	Sanitary Sewer Line Recondition from the Theophilus Tower to 6th Street	$18,810	$343,050
57	24/6	072	3	Sanitary Sewer Service Lines Recondition at the Wallace Residence Center	$31,680	$584,414
58	24/8	073	3	Compressed Air Upgrades	$52,580	$437,709
59	24/4	074	3	Well #3 Modernization	$153,010	$5,085,924
PROPOSED CAPITAL IMPROVEMENT COST					**$901,670**	**$23,856,393**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2027

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
60	24/1	016	4	Condensate Return System Upgrades	$57,090	$1,830,672
61	24/1	014	4	Energy Plant Building Envelope Upgrades	$151,030	$4,078,318
62	24/1	008	4	Feedwater System Upgrades	$91,190	$1,939,253
63	24/1	017	4	Wood Boiler Capital Renewal, Phase II	$319,440	$3,297,320
64	24/1	018	4	Wood Fuel Storage Conveyance System Upgrades	$131,340	$1,056,350
65	24/1	019	4	Wood Fuel Storage Facility Upgrades	$105,820	$630,006
66	24/3	075	4	Campus Primary Distribution Improvements	$383,130	$21,254,574
67	24/4	076	4	I Tank Recoat	$49,940	$3,939,385
68	24/6	077	4	Sanitary Sewer Line Recondition from West Kibbie Dome to Perimeter Drive	$26,950	$492,785
69	24/7	078	4	Stormwater Line Recondition on Rayburn Street	$74,140	$1,302,603
70	24/7	079	4	Stormwater Line Recondition on Stadium Drive	$30,250	$552,008
PROPOSED CAPITAL IMPROVEMENT COST					**$1,420,320**	**$40,373,274**

PROPOSED CAPITAL IMPROVEMENTS FISCAL YEAR 2028

PRIO	INFO	CODE	YEAR	NAME	ADDITIONAL WORK	INDICATIVE COST
71	24/1	020	5	Water Treatment Improvements, Phase II	$79,530	$2,070,178
72	24/2	023	5	Emergency Generator at the South Campus Chiller Plant	$72,050	$671,431
73	24/4	080	5	Golf Course Water Tank Recoat	$56,980	$7,070,519
74	24/3	081	5	North Farm Agrisolar Array	$536,470	$19,822,953
PROPOSED CAPITAL IMPROVEMENT COST					**$745,030**	**$29,635,081**

APPENDIX A. Project Sheets for Capital Improvements

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-002

PROJECT CODE: 24/1-002

PROJECT NAME: Ash Handling System Upgrades

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high. The impact associated with resiliency is high (failure likely to disable the wood fuel boiler).

The likelihood of these events is high (equipment is heavily damaged, failure is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The ash handling system removes wood ash from the boiler after combustion and is critical for operation. It consists of a series of ash hoppers, augers, and mechanical conveyance systems used to move the ash from the boiler to a truck located outside of the plant for disposal. The wood boiler provides significant economic and environmental benefits to the University ($1.7 million in FY22, in fuel savings by not using natural gas), however, at 36 years old, many of the subsystems are in critical need of upgrade. Most of the existing system is original equipment, well beyond expected operational life, and heavily damaged from years of use. Major components are warped from the heat, leaking, and breaking down frequently, creating severe fire risks.

By November 2022, major components in the ash handling system had failed or displayed signs of imminent failure since this project was originally proposed. It is highly probable that the system will fail as a whole soon, significantly increasing Supply Costs to the University when gas boilers need to be brought online (up to 2 to 5 times more).

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade and improve the ash handling system for the wood boiler to increase operational uptime.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address serious safety concerns associated with the physical condition of current assets.
- Address long term health and safety concerns from ash exposure (per 29 CFR OSHA 1910.134 – respiratory protection).
- Change and improve assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project replaces the existing ash handling system with a new, more efficient system which removes the ash material and separates fine from large ash during the process. The project includes enclosing, isolating, and sealing the system to prevent the release of ash into the Energy Plant environment. Sealing the system will significantly reduce the amount of ash that builds up in the plant, which will reduce worker exposure to

respiratory irritants and increase the expected life of exposed mechanical and electrical systems throughout the plant. Separating fine and large ash generates a potential revenue stream, as fine ash has a higher economic value. A complete redesign and replacement of the system, and an economic feasibility study for separating fine ash (included in the Additional Work), is required to determine operational strategy.

The scope of work of this Capital Improvement is:

- Demolition of the existing ash handling system, including:
  - Ash conveyors and subsystems (x9).
  - Elevating conveyor and subsystems.
- Install new ash handling system including:
  - Fine ash conveyor (x1).
  - Large ash conveyor (x1).
  - Elevating conveyors (x2).

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University for the wood boiler shutdown from spring to fall to minimize the gas use during the construction stage. In addition, the Concessionaire will engage with the relevant University departments to identify potential impacts or benefits from the current ash waste.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $242,660 and will also include (i) a schematic design of ash handling improvements, (ii) a feasibility study for fine ash separation, and (iii) an emergency replacement of heavily damaged components.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-002

Additional Information:

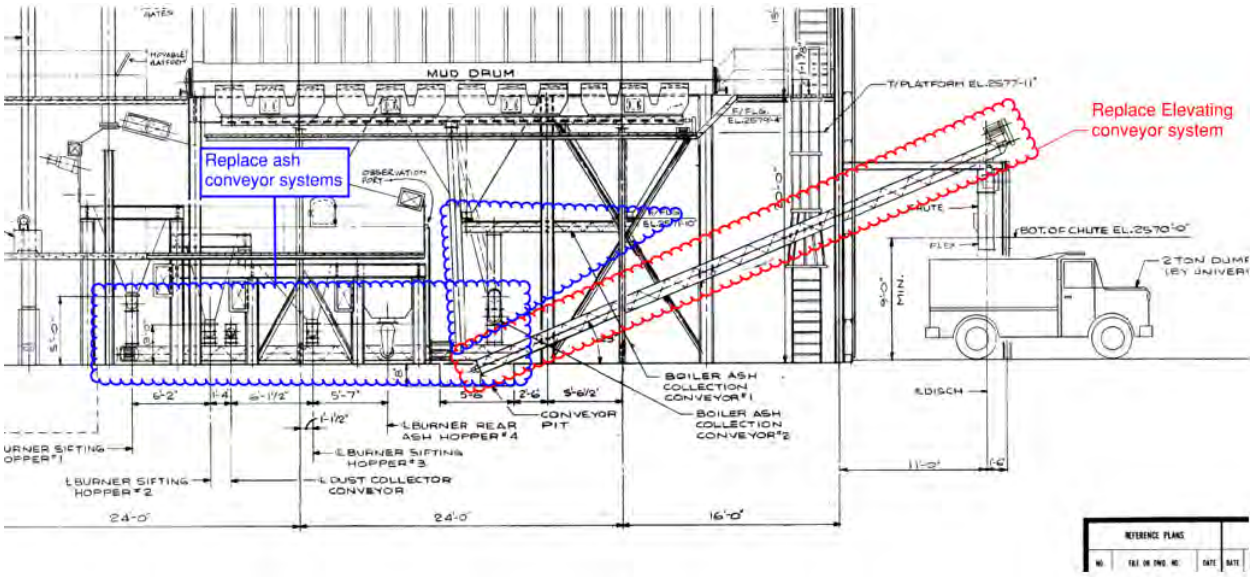


Figure 1. Schematic design of ash handling system.



Figure 2. 3/8" steel plate completely worn through from heavy use.



Figure 3. Elevated conveyance system is twisted and damaged, creating a potential crushing hazard if structural integrity becomes compromised.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-002



Figure 4. Elevating conveyance system needs to be replaced.

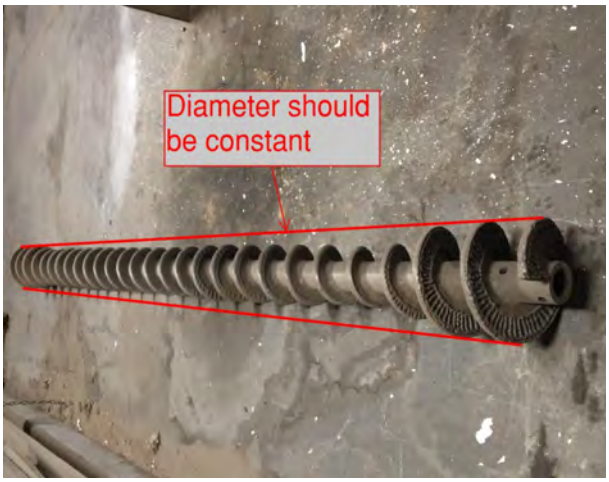


Figure 5. Ash augers are heavily worn, significantly reducing performance.



Figure 6. System is becoming heavily damaged, causing excessive dust build-up and breakdowns.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $3,349,524.

(B) Forecasted annual operations and maintenance costs: +$6,000. The increase is associated with the fine ash conveyor (a new piece of equipment not previously present) and new system's specific O&M requirements to maintain expected life.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is

assumed that (i) construction will be coordinated with the University and completed within one summer to minimize wood boiler downtime, (ii) sufficient space for parallel fine and large ash conveyance systems will be available. Excluded work includes (i) the repair or replacement of ash hopper firebricks or refractory, and (ii) the repair or replacement of the F700 ash truck.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved ash handling will increase the reliability of the wood-fueled boiler, reducing the natural gas consumption and greenhouse gas emissions. The collection of fine ash can be used for land applications.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,284,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$7,500, wood fuel, natural gas, and electricity. It is assumed a 1% increase in wood boiler uptime, improved conveyance efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-062

PROJECT CODE: 24/3-062

PROJECT NAME: Agricultural Science Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (transformer is showing signs of degradation, flooding occurring in space).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually these stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

The dry-type transformer serving the 1970's wing of the Agricultural Science Building is 10 years beyond its useful life and has no record of being tested historically. It is both hot and noisy, indicating failure is likely. It is located in a basement mechanical room which shows regular signs of flooding, posing a high risk of catastrophic damage and potential electrocution risk. These are the same conditions as in the Teaching and Learning Center prior to the flood in 2019 that shut down the building for three weeks. The flooding in this space, coupled with the high room temperature and lack of ventilation makes it a poor location for a transformer serving critical research.

There is no spare transformer on campus if this transformer fails. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown and severe impacts to nearby buildings such as the 50's wing of the Agricultural Sciences Building, Agricultural Biotechnology Building, and the Teaching and Learning Center. The main switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a severe safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment to establish necessary PPE for O&M work.
- Implement required O&M for a safe and reliable operation.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-062

Scope of Work: This project replaces and relocates the transformer to more a suitable location outside, while also upgrading the feeders and metering. Currently the primary feeders to the building are routed through the utility tunnel. To reduce the amount of excavation needed this pathing will be used for the new secondary feeders. The scope of work of this Capital Improvement is:

- Provide new 750 kVA exterior pad-mounted transformer with switch to replace dry-type transformer currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Demolition and disposal of existing transformer and building switch in basement.
- Provide new SEL-735 or equivalent electrical meter.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service via tunnel network.
- Arc flash analysis and labeling per NFPA 70E.
- Primary switch vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacement.
  - Repair any areas of water infiltration in electrical vault, provide water management system as necessary.
  - Thermograph vault components, establish baseline records.
- Construct brick screen wall between electrical equipment and vegetation to match building.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Initial oil and thermographic baseline tests.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk (safety will need to be aware of and planned for public walk area). Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $141,900 and will also include (i) 30% electrical

designs to obtain pricing, (ii) 50% architectural design for the decorative screen wall, (iii) conducting a 30-day power study to evaluate load size for transformer sizing, and (iv) coordination with the University for screen wall and equipment placement.

Additional Information:

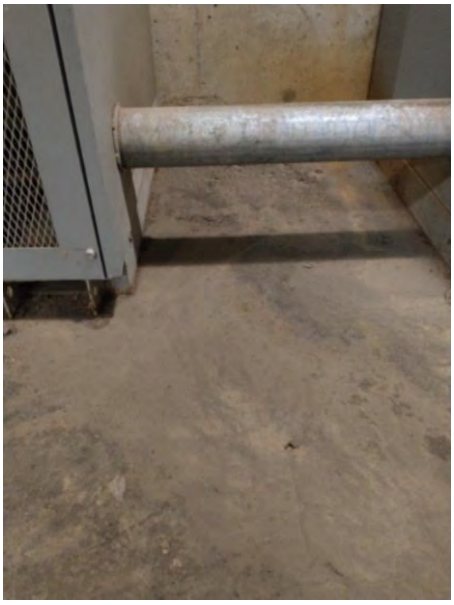


Figure 1. Evidence that room floods regularly, posing severe risk to transformer.



Figure 2. Dry type transformer is very noisy and hot.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,974,462

(B) Forecasted annual operations and maintenance costs: +$1,000. The upgraded electric meter will require additional O&M. New oil filled transformer has additional O&M requirements compared to existing dry type.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) lead times for equipment is estimated to be 52 weeks, (ii) new transformer is expected to have the same capacity as existing, dependent on the electrical load studies, (iii) sufficient space is available in the tunnel network for new feeders, (iv) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding vegetation, and (vi) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) the repair or replacement of primary electrical distribution switch, (ii) the restoration of vegetation (owner is University), (iii) the disconnection/reconnection of any irrigation lines (owner is University), (iv) temporary electric generator to support building during shutdown, and (v) the replacement of building main distribution panel (owner is University).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-062

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to February 2026. EPC (Commiss.) occurs in March 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,940,400

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$500. Electricity. It is assumed a 1% electrical efficiency improvement based on historic metering.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-009

PROJECT CODE: 24/1-009

PROJECT NAME: Boiler Controls Modernization

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical, life safety, and health issues). The impact associated with resiliency is high (one boiler has been permanently shut down, limited ability to operate during power outages).

The likelihood of these events is high (controls have completely failed on two boilers).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The control systems for each boiler at the Energy Plant are over 30 years old and no longer made or supported by the manufacturer. Currently there are no commercially available replacement parts for the existing systems. The controls for the wood boiler fail regularly, which puts the boiler out of compliance with the University's Air Quality Permit with Idaho DEQ due to excessive particulate matter, CO, and NOx emissions (Req. 40 CFR EPA Subchapter U, Title V operating permit). The gas boiler controls are currently located at each boiler instead of centralized, significantly increasing response time to problems and reducing the Energy Plant's ability to monitor equipment. The Chilled Water and Compressed Air system controls are also located far away from the operator's station. As critical components of the Steam and Chilled Water systems, when these controls fail, the respective utility system also fails. With spare parts no longer available for the boilers, there is risk of permanent boiler shutdowns until the controls are replaced. Shutdown of boilers risks N+1 Performance Standards for the Steam and Condensate system, posing a significant risk to campus.

By July 2022, two gas boilers had experienced combustion control malfunctions due to failed controls since this project was first submitted, risking an explosion if operated. To maintain necessary N+1 redundancy, the remaining functional controls on C Boiler have been removed and used to repair the controls on boiler B and keep it operational. As such, C Boiler is inoperable until a Capital Improvement that addresses this problem is completed. Given the recent failures in 2 of the 3 gas boilers, it is unlikely B Boiler will continue running reliably for much longer. This condition severely limits the Energy Plant's ability to generate steam if there is a power disruption, or if the wood boiler is not running (such as during regular scheduled maintenance). The loss of B Boiler also risks the ability to meet campus winter heating loads, as it is the largest capacity boiler in the plant, posing a severe life safety risk to campus occupants, especially housing, and freezing pipes in buildings.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Centralize the Energy Plant's controls to improve response times before severe damage occurs.
- Mitigate severe resiliency issues associated with current controls systems which are well beyond their serviceable

life.
- Address serious safety concerns associated with the physical condition of current assets.
- Address long term health and safety concerns from wood dust, ash, temperature, and noise exposure requiring engineering controls (per 29 CFR OSHA 1910.95/1910.120/1910.134).
- Change and reconfigure assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project addresses all of the problems mentioned above by upgrading and centralizing the boiler and utility control systems into one location to improve plant safety and operational efficiency. The scope of work of this Capital Improvement is:

- Demolition of the existing supervisors' office.
- Construction of a 2-story, 30ft x 12ft centralized control room with office space on second story.
- Installation, wiring, and programming of a new SCADA system to include the following systems:
  - Wood boiler (1x).
  - Natural gas boilers (x3).
  - Feedwater pumps (x4).
  - Condensate pumps (x4).
  - Air compressors (x3).
- Integrate the following existing packaged controls into the new SCADA system:
  - Steam turbines (x3).
  - Absorption chillers (x2).
  - Cooling towers (x3).
  - Emergency generator (x1).
- Install a standalone server for data collection and storage.
- Catwalk modification for access to second story.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design, bidding, and as-built documents.
  - O&M manuals.
  - System testing and commissioning.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage, including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

The Concessionaire will coordinate with the University (specifically UI PTS) for potential a construction laydown area in Lot 14.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this

proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $447,260 and will also include (i) the development of 50% electrical and controls engineering documents for vendor package PLC controls and Master Control System integration, (ii) 50% design documents for architectural, structural, mechanical, and electrical of new control room and office, (iii) the development of a scope to define graphical display for monitoring, trending, and metering, and (iv) the development of a scope for a new Plant Master Control System historian to enable logging, trending, and recording key system parameters.

Additional Information:



Figure 1. Existing operator station is manned 24/7 and exposed to environmental hazards.



Figure 2. Example of obsolete gas boiler controls.



Figure 3. Unsafe environmental temperatures at 24/7 manned station.



Figure 4. C Boiler controls removed to support B Boiler.



Figure 5. Obsolete boiler controls.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-009

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $4,934,866.

(B) Forecasted annual operations and maintenance costs: +$10,000. The increase is associated with a more complex and expanded control system. Additional controls and server maintenance needs. The new system will have specific O&M requirements to maintain expected life.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) commercially available control systems will be compatible with existing boilers, (ii) sufficient space will exist for the necessary centralized control room and supervisors' office, and (iii) staged demolition and construction of controls at each boiler will occur, so N+1 redundancy is maintained in the event of a failure. Coordination with the University for other work that may impact this project will occur.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Fewer greenhouse gas emissions and improved air quality in the proximity of the Energy Plant from reduced fuel consumption and higher efficiency.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $4,852,100.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$24,000, wood, natural gas, and electricity. The decrease is associated to (i) a minor electrical load increase, and (ii) improved boiler control (it is assumed a 1% reduction in fuel costs due to improved control of boiler operations based on FY22 data).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-024

PROJECT CODE: 24/3-024

PROJECT NAME: Electrical Transformer and Primary Components Equipment Reserve

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Campus wide, the building electrical services, including conductors, connectors, transformers, and switches are aged, have no record of being tested or maintained, and are a significant risk to the reliability of the campus electrical system. The existing transformer reserve consists of failed, used, and otherwise unknown transformers that cannot be relied upon in the event of a failure. Recent failures indicate that substantial upgrade work is needed to bring the electrical distribution system up to the required operating conditions. This upgrade work is likely to take many years and additional failures are imminent.

Lead times for primary electrical components are very long (more than a year) for high cost assets such as transformers, significantly increasing the risk of an outage. Without this work, extended outages could interrupt University business, cause property damage, and render unsafe occupancy conditions.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve the safety/reliability of the primary electrical distribution system by preparing immediate response to outages.
- Maintain Performance Standard Part V.6, 7, and 8 and mitigate negative impact to Availability KPIs.
- Provide reserve transformers for emergency replacement service.
- Achieve a reserve supply of strategic primary electrical assets such as transformers, elbows, and bushings.
- Establish baseline condition of primary electrical components.
- Procure emergency generation for fast dispatch to address electrical outages due to failures.

Scope of Work: This project establishes mechanisms to respond to electrical distribution outages while permanent solutions are being planned and implemented. These assets are also required to complete planned replacements of primary electrical system components to reduce impact from long lead times. The scope of work of this Capital Improvement is:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-024

- Evaluate existing transformer reserve. Retain, refurbish, or dispose of existing as determined.
- Purchase, receive, and stock an equipment reserve including strategic transformer sizes including one (1) 13.2kV:480V transformer and one (1) 13.2kV:208V transformer.
- Purchase lowboy trailer to transport transformers.
- Purchase portable generation (480V and 208V) for response to emergency power outages.
- Coordinate the equipment reserve with transformer replacements to maintain a rotating stock.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - Report documenting results of the transformer reserve assessment and inventory of in-service equipment.
- Project documents:
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

As part of the safety plan, equipment will be stored safely and prepared for safe deployment.

The Concessionaire will coordinate with the University to provide access to all transformers and vaults required for the Additional Work.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $35,090 and will also include (i) an assessment of the transformer reserve to determine usefulness, and (ii) an assessment of the in-service transformers to determine number, size, and characteristics to stock.

Additional Information:



Figure 1. Portable generation in place while transformer is being removed/replaced.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-024



Figure 2. Replacement transformers can take over a year to procure. Dimensions and electrical specifications are critical.



Figure 3. Existing inventory has no known good spares.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,698,159.

(B) Forecasted annual operations and maintenance costs: +$750. Additional O&M Costs for new generation.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-024

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) a strategic reserve of primary electric components will allow much more predictable response to electrical failures, (ii) market volatility for primary electric components will not affect lead times or pricing, and (iii) a strategic reserve may serve as rotating stock if sizing is correct for permanent solutions. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacement of in-service transformers, and (ii) any oil sampling, thermography, or other testing of in-service transformers.

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Commiss.) occurs in September 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,668,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. The equipment will be static in reserve during normal operations.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-048

PROJECT CODE: 24/6-048

PROJECT NAME: Sanitary Sewer Major Repairs at the Library and the Memorial Gym

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues due to leaking sewage). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (inspection shows that failure is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The sanitary sewer lines in this area are critical to removing waste from multiple buildings, including the Art & Architecture North Building, the College of Education, the Memorial Gym, and the Library. Investigations conducted during Fiscal Year 2019 showed these lines are in extremely poor condition with collapse imminent. Multiple broken sections of pipe are present with heavy grease buildup. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area.

Emergency repairs were completed in FY19 after a section of these lines collapsed, but only one section was repaired despite the upstream lines being in equally poor condition. The stormwater lines in this area are also in poor condition and Capital Improvement 24/7-056 Stormwater Major Repairs at the Library and Memorial Gym should be Approved with this project to reduce overall costs and disruption.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Repair highly damaged pipe before collapse disrupts campus operations.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety/public health concerns due to leaking sewage in core campus areas.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project reconditions the above-mentioned sanitary sewer lines to prevent further damage, flooding, and disruption to connected buildings. The scope of work of this Capital Improvement is:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-048

- Asphalt and natural surface demolition.
- Recondition existing 10'' AC pipe at Library (depth=21', length=60').
- Recondition existing 8'' AC pipe (depth=21', length=60').
- Recondition existing 6'' AC pipe serving Memorial Gym (length=100').
- Bedding and backfill.
- Bypass pumping to support building operations.
- Recondition manhole.
- Construction supervision.
- CCTV inspect and jet lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, confined space work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $26,730 and it will also include conducting a CCTV inspection and jetting.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-048

Additional Information:

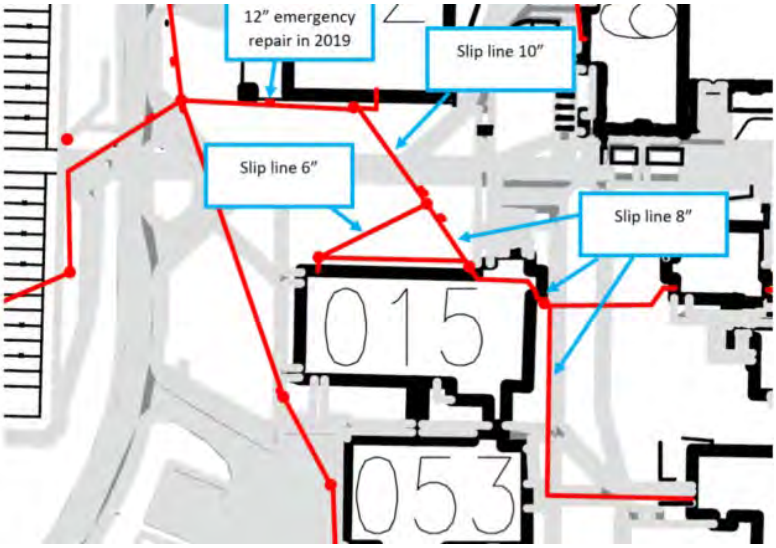


Figure 2. Map of sanitary sewer system by the Memorial Gym and the Library.

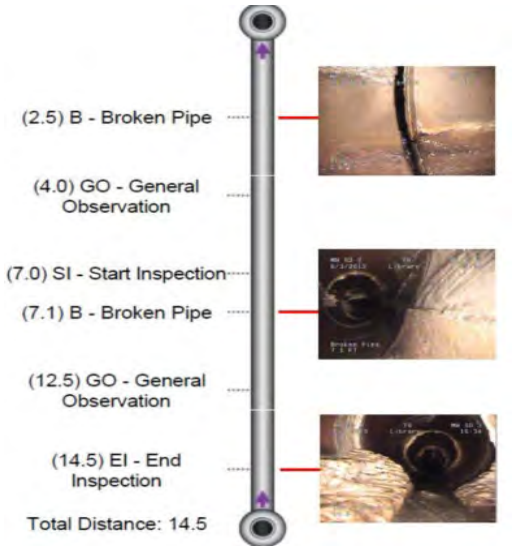


Figure 1. Condition of 10'' sewer line after inspection.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $401,032.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manhole are not damaged to a point that complete replacement is required (project will be rescoped and repriced if replacement is necessary), (ii) bypass pumping is required to keep campus core functions operable and is included in the scope, (iii) traffic control and possibly re-route will be required, (iv) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) the replacement of pipes or manholes, (ii) the restoration of vegetation (owner is University), and (iii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-048

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $393,800.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-056

PROJECT CODE: 24/7-056

PROJECT NAME: Stormwater Major Repairs at the Library and the Memorial Gym

UTILITY SYSTEM: Storm Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (lines are heavily damaged and collapse is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These stormwater lines serving the area between the Library and Memorial Gym are critical to removing water during rain events. They reduce the likelihood of flooding in core campus buildings from storm events, in particular the special collections area of the Library. At 94 years old these lines are in extremely poor condition and heavily damaged with collapse imminent. These pipes have dozens of infiltrations, cracks, and broken sections that compromise its ability to remove stormwater effectively (see results of FY19 investigation below).

By reconditioning pipes before they collapse their useful life can be extended up to another 50 years, with significant cost savings from reduced excavation work. The sanitary sewer lines in this area are also in poor condition and Capital Improvement 24/6-048 Sanitary Sewer Major Repairs at the Library and the Memorial Gym should be Approved with this project to reduce overall costs and disruption.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project reconditions the line with a technology such as sliplining or cure-in-place (CIPP) lining. Some sections are in too poor of condition for reconditioning and will be burst to make way for new pipe. It also proposes a new stormwater line to reduce hydraulic loading in the existing pipes. The specific technology, methods used, and final configuration will be determined in the Additional Work. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Recondition existing 12” AC pipe at the Library (depth=21’, length=170’).
- Burst existing 10” pipe and replace with on-hand 10” PVC pipe (depth=21’, length=130’).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-056

- Cap and abandon in place the existing pipe east of Memorial Gym.
- Install new 4" PVC pipe east of Memorial Gym at shallow depth (200').
- Install new 10" PVC pipe south of Memorial Gym (175ft).
- Bedding and backfill.
- Install new manholes.
- CCTV inspect and jet lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $96,580.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-056

Additional Information:

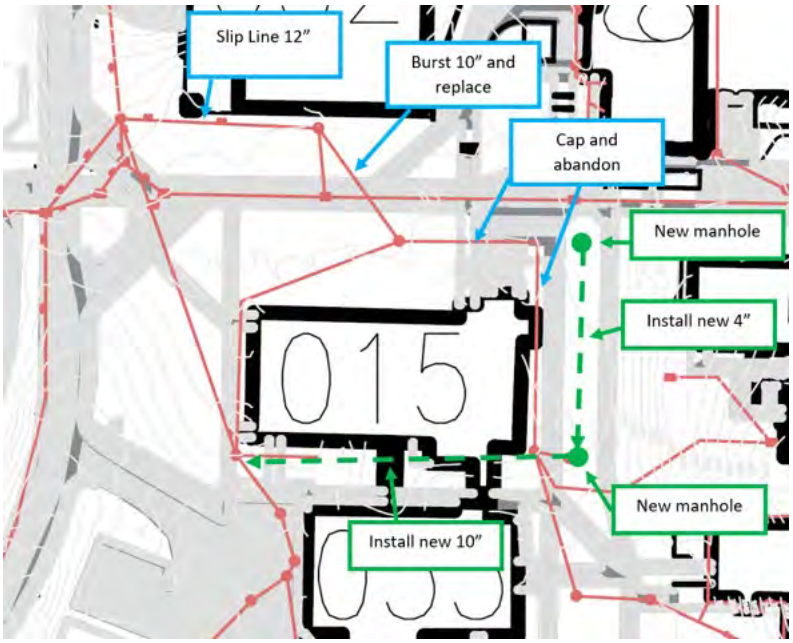


Figure 1. Storm Water system at Memorial Gym and Library.

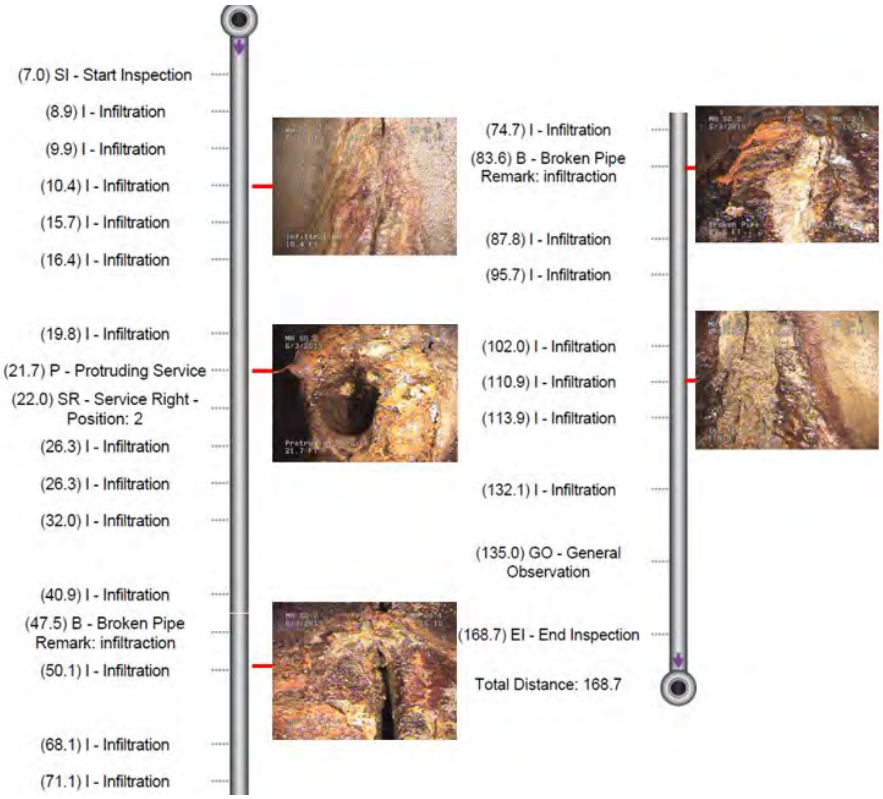


Figure 2. Condition of 12" stormwater pipe after inspection.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-056

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,272,361.

(B) Forecasted annual operations and maintenance costs: +$500. Additional pipe will require regular cleaning, jetting, and inspection.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes, catch basins, and manholes are not damaged to a point that complete replacement is required (project will be rescoped and repriced if replacement is necessary), (ii) traffic control and possible re-route will be required, (iii) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) the replacement of pipes, catch basins, or manholes, (ii) restoration of vegetation (owner is University), and (iii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Adequate stormwater control is needed to protect campus buildings and keep the Storm Water system in compliance.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,250,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-037

PROJECT CODE: 24/4-037

PROJECT NAME: Fire Hydrant Major Repairs

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue, lack of emergency response capability due to failures). The impact associated with resiliency is high (an inadequate fire suppression will impact the campus operations)

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The fire hydrants on campus provide critical fire protection to campus buildings and occupants. Several hydrants are aged and beyond their life expectancy. Replacement parts are becoming commercially unavailable for older hydrants, and some have failed, posing a severe fire risk to campus. Flow data doesn't exist for some hydrants due to failure and baseline records need to be established.

Objectives: The main objectives of this Capital Improvement are:

- Improve fire protection on campus.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required the O&M practices in a safe manner.

Scope of Work: This project replaces known failed and aging hydrants. Two new hydrants will be installed with the project to improve fire protection near the Menard Law Building and the Graduate Art Studio. The scope of work of this Capital Improvement is:

- Replace 21 fire hydrants.
- Install 2 new fire hydrants.
- Provide assembly and installation of new hydrants including asphalt repair, excavation, and thrust blocks as necessary.
- Manage outages/utility interruptions required to perform work. Coordinate fire service outages.
- Provide removal and disposal of old hydrants.
- Flow test, document flows. Establish management of electronic records. Confirm adequate fire flow.
- Site sediment control, temporary traffic conditions provided/coordinated.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):

- 50% design documents.

- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

Custom safety plans for each of the 23 construction sites will be developed, including fencing of open pit areas, traffic control, and temporary walkway conditions.

The Concessionaire will coordinate with the University for all construction sites to allow for campus activities and accommodate for vehicular and pedestrian traffic. Coordination will also cover all water line shutdown requirements, and liaison with public safety entities for temporary outages of water systems.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $57,860.

Additional Information:



Figure 2. Failed hydrant on campus near a brush fire in July 2021.



Figure 1. Fire crews putting out fine in July 2021.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-037

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $804,572.

(B) Forecasted annual operations and maintenance costs: +$1,200. New hydrants will require annual O&M and rebuilding, ten year paint annualized.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) existing conditions will vary for landscape and hardscape replacement, (ii) water service lines to hydrants will not require replacement or upsizing, (iii) no known underground coordination issues exist, however, detailed utility location will be required, and (iv) coordination for water line and building outages will be necessary. Coordination with the University for other work that may impact this project will occur. Excluded work includes the repair or replacement of service lines or isolation valves to hydrants.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Multiple fire hydrants are not currently functional, presenting a direct threat to emergency response. Adequate emergency response for property and life protection is a fundamental requirement of campus sustainability.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $790,900.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-063

PROJECT CODE: 24/2-063

PROJECT NAME: Chilled Water Wintertime Capacity Upgrade

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (minimal physical and life safety issues). The impact associated with resiliency is high (extended chilled water outages and risk to critical spaces).

The likelihood of these events is high (there is no N+1 redundancy during the winter cooling season).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Chillers are used on campus to provide chilled water for building cooling loads. These loads range from comfort cooling in classrooms and office spaces to high value research and servers. While the peak cooling loads are in summer, mostly for comfort cooling, there is a year round cooling load for critical spaces such as high value research and servers. Wintertime cooling is done at the McClure chiller plant instead of at the main chiller plants. This is done because its cooling tower has an indoor basin, reducing the chances of the tower freezing in cold temperatures. It is the only chiller on campus capable of running in the winter without severe ice buildup and potential damage to equipment. As such there is no winter redundancy for the chilled water system. Any equipment failure or maintenance needed at the McClure plant poses a risk to the critical winter loads.

According to the Performance Standards, the Chilled Water system is required to have N+1 redundancy assuming the largest capacity asset (i.e., chiller) is non-functional. An additional wintertime chiller is needed to meet the requirement and provide for campus growth.

Installing the chiller at the SCCP has several benefits. First, due to the lack of head pressure at the McClure plant, this chiller is not capable of running during the summer to support peak cooling loads. By using the SCCP the new chiller will have sufficient head pressure to run during summer, adding a capacity boost during heat waves, which will help reduce load shedding frequency. Second, pumping costs to recharge the Thermal Energy Storage (TES) tank in the winter will be reduced due to the chiller's proximity to the tank. Finally, the McClure chiller often ices up and vibrates, which causes disruptions to sensitive laboratory equipment in the building such as lasers. Switching to the SCCP in the winter will reduce these disruptions.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance and operating efficiency.
- Increase year-round chilled water capacity.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-063

- Mitigate resiliency issues associated with lack of redundancy.
- Achieve N+1 redundancy for the Chilled Water system.

Scope of Work: This project installs a 200-ton, air-cooled chiller at the South Campus Chiller Plant (SCCP) to serve as the primary wintertime chiller. Using an air-cooled chiller with a dry cooler system will provide a reliable means of producing chilled water without the risk of freezing or damaging equipment in cold temperatures.

The chiller proposed in this project, a York YVFA chiller, has a free-cooling hybrid mode that allows it to produce chilled water using the ambient air when temperatures are near freezing. This results in significant energy savings during cold weather. To maximize energy savings the new, high efficiency chiller will serve as the primary wintertime chiller with McClure serving as the backup.

Work is needed to right size the chiller. The Additional Work includes an inventory of existing winter loads and coordination with the University to determine future loads.

The scope of work of this Capital Improvement is:

- Furnish and install one (1) 200-ton air-cooled chiller with dry cooling capability.
- Furnish and install one (1) chilled water pump and one (1) chilled water glycol pump.
- Furnish and install one (1) plate and frame heat exchanger, glycol feeder, expansion tank, and air separator.
- Furnish and install pump VFDs, and pump and chiller feeders.
- Plumbing, mechanical, electrical, and controls modification necessary to connect the new chiller.
- Paint new pipe and pipe stands.
- Start-up, test, and commissioning of new equipment.

While not part of the scope of this project, it is highly recommended that the University service all cooling coils connected to the Chilled Water system before the work. This will assist in right sizing the chillers to potentially reduce overall capital costs, improve building air quality and comfort, and save money due to reduced energy costs.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended an inventory and cleaning of cooling coils on campus to right size chiller and reduce energy costs.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the Additional Work stage.

The Concessionaire will coordinate with the University for potential chilled water disruptions.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-063

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $21,230 and will also include an assessment of wintertime chilled water loads and coordination with UI HVAC to inventory campus critical loads to right size chiller.

Additional Information:

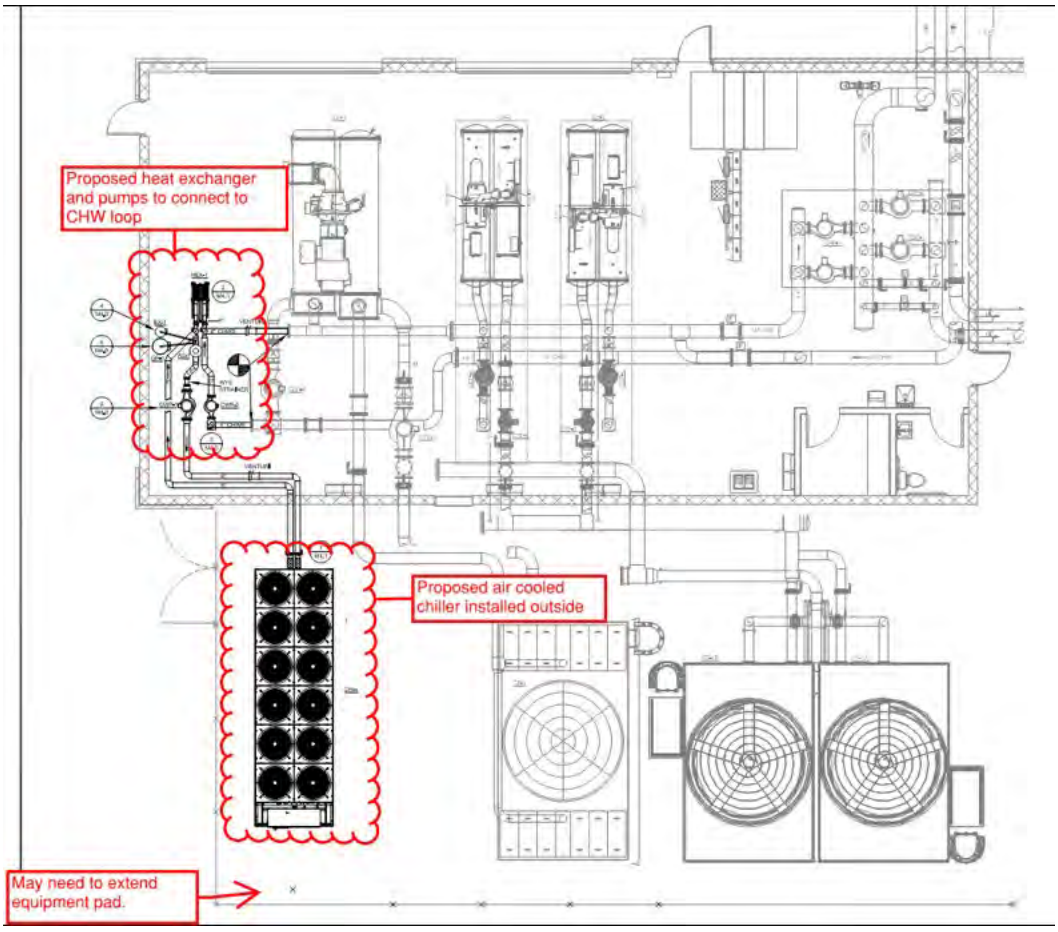


Figure 1. Layout of the SCCP with the proposed new chiller.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,659,652.

(B) Forecasted annual operations and maintenance costs: +$20,000. The increase is associated with newly installed equipment (e.g., chiller, pumps, VFDs, valves, heat exchanger).

(C) Proposed modification to the Recovery Period: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-063

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the average estimated winter season/process cooling load on campus is 120 tons, which is subject to change during the assessment of campus equipment schedules and trend data, (ii) lead times will not impact schedule, and (iii) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) cleaning and servicing the building level cooling coils (owner is University), and (ii) extension of outside concrete pad to support equipment.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages. Reduced greenhouse gas emissions.

(G) Anticipated tax credits or other benefits: Potentially eligible for Avista Utilities' Schedule 90 rebate program.

(H) Fee or charge payable to the Operator: $2,608,100.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: approx. -$11,000, electricity. New chiller would be more efficient in winter than the existing system. See below.

		Existing System				Proposed in Project		
Month	Avg high temp (F)	McClure production (tons)	McClure chiller energy (kWh)	McClure chiller (kW/ton)	McClure costs ($)	York YVFA chiller (kW/ton)	York chiller energy to meet existing loads (kWh)	York costs ($)
Jan	37	45,454	49,379	1.0864	$ 3,012	0.3516	15,982	$ 975
Feb	42	47,978	49,208	1.0256	$ 3,002	0.431	20,679	$ 1,261
Mar	50	54,836	53,304	0.9721	$ 3,252	0.608	33,340	$ 2,034
Apr	58	59,397	65,753	1.1070	$ 4,011	0.7647	45,421	$ 2,771
May	67	20,961	23,613	1.1265	$ 1,440	0.8223	17,236	$ 1,051
Jun	74	0	0	0.0000	$ -	0.8647	0	$ -
Jul	84	0	0	0.0000	$ -	0.9801	0	$ -
Aug	85	0	0	0.0000	$ -	0.9801	0	$ -
Sep	75	0	0	0.0000	$ -	0.9202	0	$ -
Oct	61	48,794	46,204	0.9469	$ 2,818	0.7855	38,328	$ 2,338
Nov	44	47,780	46,695	0.9773	$ 2,848	0.431	20,593	$ 1,256
Dec	35	56,646	58,537	1.0334	$ 3,571	0.3516	19,917	$ 1,215
TOTAL		**381,846**	**392,693**		**$ 23,954**		**211,495**	**$ 12,901**

Annual Savings Summary	Costs		Savings	
Description	kWh	$	kWh	$
McClure Chiller	392,693	$ 23,954	0	$ -
York YVFA Chiller	211,495	$ 12,901	181,198	$ 11,053

kWh cost	$ 0.061	From Avista billing data. Includes demand charges

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-064

PROJECT CODE: 24/4-064

PROJECT NAME: Well #4 Modernization

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (potential impacts to water quality and firefighting capability, known electrical hazards within building). The impact associated with resiliency is high (risk of extended outages and loss of redundancy).

The likelihood of these events is high (equipment is beyond end of life)

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The University has owned and operated its own domestic water wells for over 100 years. The locations and depths have changed with the growth of campus and today there are two wells, known as Well #3 and Well #4, north of campus. These wells are critical to the operation of campus, as they are the University's only reliable source of potable water. The City of Moscow runs at a lower pressure than the University does, preventing them from supporting the University in an outage without major disruptions to campus operations. Because of this, it is vital that the wells are resilient and can operate at all times.

Well #4 was constructed in 1978 and requires upgrades to continue operating reliably. All major components are at or beyond their end of life, including the pump, motor, pipes, disinfection system, and electrical system. The well pump and motor have not been pulled in over 20 years and are in unknown condition. Failure of these components puts the University at risk of a complete campus shutdown, as the system only has one other well, with significantly higher repair costs due to their emergency nature.

Currently, the well is not backed up with emergency power as recommended by IDAPA 58.07.08. Without backup power the system can only provide between 2 to 14 days of domestic water, depending on campus use and storage tank levels before the incident. This is inadequate life support for firefighting, dining, housing, research, and medical treatment on campus, including its 9,500 students, during an extended outage. An electrical generator, with its associated equipment, is necessary to both ensure campus has a continuous supply of domestic water during utility power outages and protect the well pump and motor from poor power quality, voltage spikes/swells, and other electrical issues on the Avista Utilities grid. This was demonstrated by the costly emergency repairs necessary to replace the motor at Well #3 when the Avista transformer lost a phase in 2022.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance and operating efficiency of the well.
- Mitigate severe resiliency issues associated with equipment beyond its useful life.

- Provide domestic water during electrical grid failures.

Scope of Work: This project modernizes Well #4 by upgrading its major components, including converting the electrical system from 2300V to 480V. To maximize resiliency and project cost savings, the project includes replacing the high cost submersible well motor with a vertical hollow shaft (VHS) motor at ground level. This will eliminate the need to pull the motor in the future and allow for maintenance not previously feasible. Upgrading the well's electrical system at the same time as installing a generator will reduce overall project costs to the University, as development and construction times are reduced, and uncommon equipment will not be necessary to match the 480V generator with the existing 2300V well.The scope of work of this Capital Improvement is:

- Provide a new vertical hollow shaft motor with insulated lower half coupling for upper bearing, Aegis lower shaft grounding ring, 120V thermal heater in windings, and non-reverse coupling.
- Provide a new vertical hollow shaft pump system to match existing submersible pump curve and base mount and all associated equipment needed for a complete package. Danfoss drive in cabinet with line and load reactors and pressure control equipment.
- Provide new style Cla-Val equipment and all associated valves for water lube pump system and controls.
- Provide labor to pull old submersible pump and install new VHS pump system.
- Demo and install a new power service that will include new 800A 480V 3-phase main service disconnect, dry transformer, and service lateral conduit/wire from utility provided transformer. New metering equipment and all connections to existing building 120/240V single phase system.
- Install 480V, 3-phase diesel generator and transfer equipment. New concrete slab, fencing, underground feeder conduits, wire, load bank equipment, and 72-hour fuel tank base.
- Integrate all new equipment into existing SCADA controls.
- Reconfigure disinfection system.
- Repairs to exterior walls, roof, and façade.
- Install motion sensing security lighting on exterior of well house.
- Upgrade interior lighting to LED and replace inside electric heaters.
- Ventilation upgrades to well room and chemical storage room.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project Documents:
  - Design and as-built documents.
  - O&M Manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan required for crane operations will be developed during the Additional Work stage.

The Concessionaire will coordinate with the North Farm for potential road access disruptions.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-064

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $153,010 and it will also include (i) coordination with MIEDI Water Purveyor and IDEQ to determine permitting and approval process, and (ii) developing scope for integrating new components into existing SCADA controls.

Additional Information:



Figure 1. Exterior of Well #4.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $5,085,924.

(B) Forecasted annual operations and maintenance costs: +$7,500. Additional equipment such as emergency generator will require service. New motor and electrical equipment are more technologically advanced and will require service.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) well shaft is straight and will not require redrilling to support vertical hollow shaft motor, (ii) lead times on equipment will not delay schedule, and (iii) efforts will be taken to minimize damage to surrounding vegetation, but impacts may occur. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) redrilling well, (ii) primary electrical service repair/replacement (owner is Avista Utilities), (iii) restoration of vegetation (owner is University), and (iv) demolition and disposal of any electrical equipment containing PCBs.

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in February 2025. Dates may vary.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-064

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement due to mitigation of risk of damage and increased electrical efficiency of equipment.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $4,999,500.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$150, electricity. The decrease is associated with an assumed 1% improvement in electrical efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-025

PROJECT CODE: 24/3-025

PROJECT NAME: Electrical Vault Inspections and Upgrades

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issue from electrocution risk). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (many vaults are completely submerged).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The primary electrical system is largely distributed in an underground system including multiple vaults where cables are pulled, terminated, or spliced. These vaults are susceptible to excessive water intrusion. In many cases, primary distribution splices are submerged in water that are not suitably rated for this application. This condition causes severe safety issues for personnel and the campus community as well as severe resiliency issues that prevents the performance of O&M per prudent industry practices.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a severe safety and resiliency issue.
- Maintain Performance Standard Part V.6, 7, and 8 and mitigate negative impact to Availability KPIs.
- Modernize electrical distribution components (vaults) to allow primary electrical system to be adequately maintained per industry practices and Performance Standards.
- Implement required monitoring, water control, and O&M practices for a safe and reliable operation.
- Perform a comprehensive campus-wide electrical distribution study to inform future steps towards a safe and resilient electrical system, necessary in order to provide operations per Performance Standards and the University's expectations.

Scope of Work: This project remediates water intrusion issues and unsound conditions by removing water, making repairs to the vaults, and installing sump pumps where necessary. Before work is done on the vaults it's imperative that the condition, capacity, and needs of the campus electrical distribution be well understood. A study to gain this information is necessary as part of the Additional Work. The scope of work of this Capital Improvement is:

- Perform assessment of the campus electrical distribution system:
  - Investigate 85 electrical vaults, primary switches, conductors.
  - Assess condition of underground primary distribution assets.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-025

- Develop a remediation plan for water intrusion and unsound conditions.
- Install sump pumps and water monitoring systems (x10).
- Establish baseline thermography and, where applicable, oil testing.
- Major repairs of nine (10%) electrical vaults.
- Normal repairs of 43 (50%) electrical vaults.
- Minor repairs of 33 (40%) electrical vaults.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Report documenting results of the electrical distribution study.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the University any required periodic restrictions of access to immediate work areas. Planned interruptions to building electrical services may be required. This coordination will also involve potential phasing to minimize disruptions to the buildings' occupants during shutdowns and will be planned once the Additional Work is complete.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $583,220 and will also include (i) a campus-wide electrical distribution study (investigation of 85 electrical vaults and primary switches, assessment of the condition of primary distribution assets, and development of as-built distribution one-line diagrams, site plans, and drawings).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-025

Additional Information:



Figure 1. Example of a submerged vault under a primary electric switch.



Figure 2. An electric vault that is completely submerged. Condition of equipment is unknown.

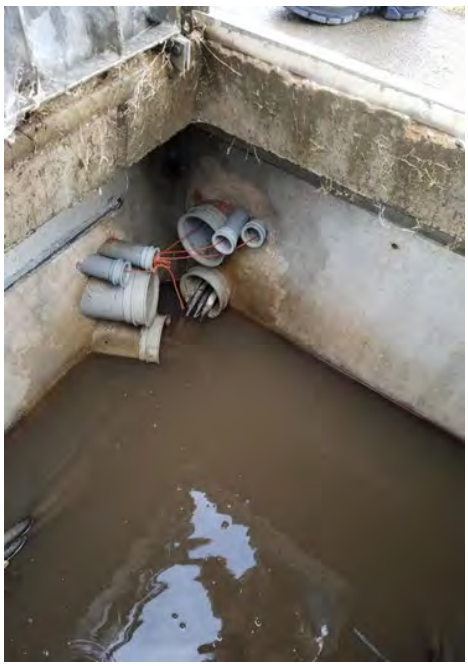


Figure 3. Electrical conduits submerged in vaults.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-025

(A) Total Cost: $5,459,675.

(B) Forecasted annual operations and maintenance costs: +$2,000. The installation of water management systems will increase the O&M requirements.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the scope of this project is highly dependent upon the findings of the Additional Work (project will be rescoped and repriced accordingly), and (ii) for the purposes of indicative pricing, 10 of the underground vaults require water management, 10% require major repairs, 50% require normal repairs, and 40% require minor repairs. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacement or testing of in-service transformers and primary switches, and (ii) the replacement, repair, or inspection of overhead electrical distribution.

(E) Proposed schedule: Dates my vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $5,366,900.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: +$500, electricity. Additional electrical costs associated with the operation of new sump pumps.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-065

PROJECT CODE: 24/2-065

PROJECT NAME: Chilled Water Capacity Upgrade at the South Campus Chiller Plant

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (minimal physical and life safety issues). The impact associated with resiliency is high (extended chilled water outages and risk to critical spaces).

The likelihood of these events is high (the Chilled Water system does not have enough capacity to meet current loads).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Chillers are used on campus to provide chilled water for building cooling loads. These loads range from comfort cooling in classrooms and office spaces to high value research and servers. Historically the chilled water system has had sufficient capacity to meet the needs of campus, however the system has not been upgraded since the construction of the South Campus Chiller Plant (SCCP) in 2010. The oldest chillers in the system, located at the North Campus Chiller Plant (NCCP), have degraded over time as they pass their life expectancy. The chillers at SCCP are the newest, yet have been failing prematurely and require replacement earlier than anticipated, likely due to excessive harmonic distortion. Despite slowly losing capacity over time, especially within the past several years, the demand for chilled water on campus has been growing. This has created a situation where the existing system can no longer support campus during peak loads such as heat waves, leading the University to prioritize some spaces over others in the form of load shedding. By shutting down chilled water to spaces such as offices, the system can support the more critical loads. Without this practice severe damage would occur to equipment across campus, while the low priority loads would lose cooling regardless. Load shedding, once rarely needed, has become common place since 2020 when the temperatures are high. Additional capacity and redundancy are needed to reduce the frequency of load shedding going forward.

The SCCP was originally built to support two additional 500-ton chillers with minimal modification. Space was available for the chillers, cooling towers, pumps, and transformer needed. This changed when the York electric chiller at the NCCP was moved to the SCCP in 2018 to make room for an additional absorption chiller. The York is significantly larger than the other chillers and takes up the space of two chillers, which means there is no room on campus for the additional chillers necessary to keep up with current and future campus loads, or provide N+1 redundancy to the system. Adding capacity to the SCCP will require expanding the building envelope to house additional chillers, adding an additional electrical service, and increasing buried pipe size to support the new capacity.

According to the Performance Standards, the Chilled Water system is required to have N+1 redundancy assuming the largest capacity asset (i.e., chiller) is non-functional. Currently the system does not meet the requirement.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-065

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance and operational efficiency of the Chilled Water system.
- Increase chilled water capacity to support current and future loads.
- Mitigate resiliency issues associated with lack of redundancy.
- Achieve N+1 redundancy for the Chilled Water system as required by the Performance Standards.

Scope of Work: This project constructs an addition to the SCCP on the west side of the building sized to support additional capacity. Proposal A installs one new chiller, cooling tower, and associated equipment in one of the new spaces to meet the N+1 requirement. A chilled water model, proposed as part of the Additional Work, is required to right size the chiller to meet campus loads and the Performance Standards. Proposal A is scoped and priced on the assumption that the new chiller will be 1200 tons, the size of the existing York chiller, however this is subject to change.

A Proposal B is also presented and installs a second chiller in the newly constructed space, bringing the system to N+2 redundancy. This will further reduce the frequency of load shedding on campus, significantly improve the system's resiliency and ability to handle heat waves, and provide for long term campus growth. By approving Proposal B, the University will see significant savings from reducing the overall project development, construction, and mobilization time.

The scope of work of this Capital Improvement is:

- Proposal A:
  - Expand building envelop of the SCCP to include (i) matching the existing envelope and finish, (ii) expansion of the concrete pad and fencing for cooling towers, and (iii) excavation and shoring of west hillside as needed.
  - Excavation, removal, and replacement of 20" to 30" direct buried piping with hardscape/softscape repair.
  - New electrical service upgrade to support two additional 1200-ton chillers.
  - Upsize primary feeder to support additional electrical load.
  - Upsize chilled water loop pumps and chilled water/condenser water pipe header for two additional 1200-ton chillers.
  - Furnish and install one (1) 1200-ton electric chiller.
  - Furnish and install one (1) cooling tower.
  - Furnish and install associated pumps and piping for the new chiller and cooling tower.
  - Plumbing, mechanical, electrical, and controls modification necessary to connect the new chiller.
  - Paint new pipe and pipe stands.
  - Start-up, test, and commissioning of new equipment.
  - Chilled water modeling software and training to allow ongoing maintenance when future changes are made.
- Proposal B. In addition to the scope described above for Proposal A, Proposal B includes:
  - Furnish and install one (1) 1200-ton electric chiller.
  - Furnish and install one (1) cooling tower.
  - Furnish and install associated pumps and piping for the new chiller and cooling tower.
  - Plumbing, mechanical, electrical, and controls modification necessary to connect the new chiller.
  - Paint new pipe and pipe stands.

- Start-up, test, and commissioning of new equipment.

Chillers and production assets are sized to meet the design loads of HVAC systems and process cooling loads. However, the age and condition of those systems play a large role in the ability to provide sufficient chilled water. Systems in poor condition, such as dirty cooling coils in HVAC systems, do not transfer energy efficiently (sufficiently cold chilled water may be available, but the equipment is not capable of utilizing it to its full potential, causing occupant discomfort and wasting energy). While not part of the scope of this project, it is highly recommended that the University service all heat exchangers and retro-commission equipment connected to the Chilled Water system during the modeling effort, and put into place a regular O&M program to complete the work if not currently done. This will assist in right sizing the chillers to potentially reduce overall capital costs, improve building air quality and comfort, save money in reduced energy costs, and extend the useful life of the equipment.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended an inventory of chilled water loads to optimize the model, an O&M program to clean cooling coils, retro-commission AHUs, and service other equipment using chilled water to reduce capacity needs and energy costs.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents for architectural, structural, mechanical, and electrical engineering to provide infrastructure that increases plant capacity.
  - Chilled water model.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the Additional Work stage.

The Concessionaire will coordinate with the University for potential chilled water disruptions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $507,650 and will also include (i) a Chilled Water system loop modeling and heat transfer analysis to determine necessary capacity, loop constraints, and optimize loop efficiency, and (ii) a 30-day electrical load study (4 meters).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-065

Additional Information:

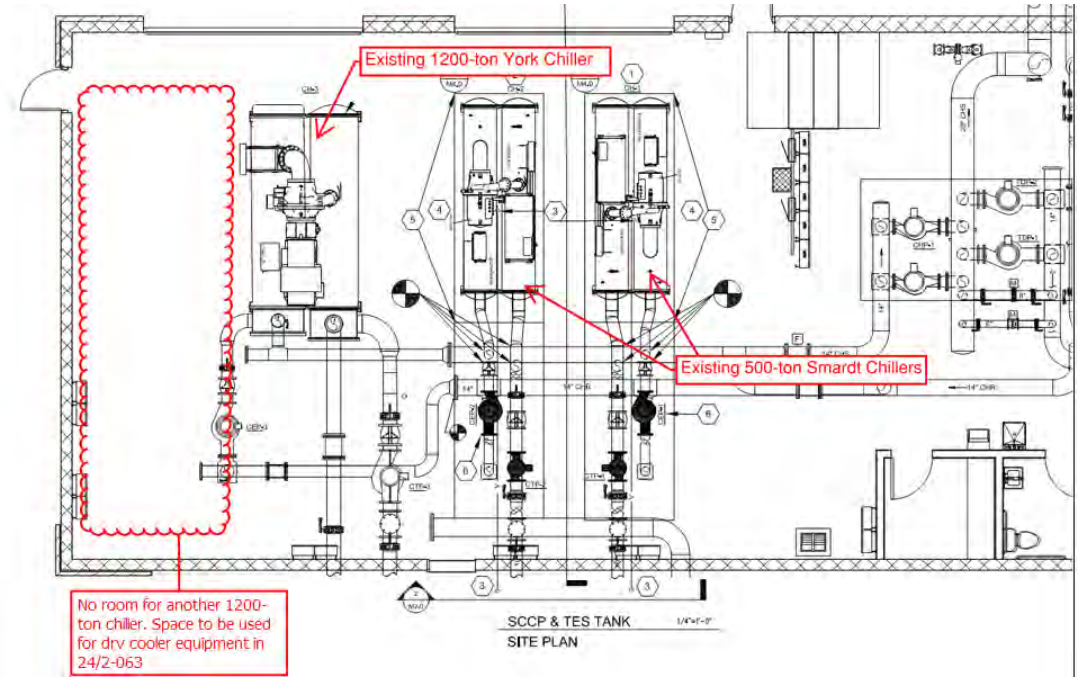


Figure 1. Current layout of the SCCP.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $17,289,903 (Proposal A), $23,370,631 (Proposal B).

(B) Forecasted annual operations and maintenance costs: +$30,000 (Proposal A), +$51,000 (Proposal B). The increase is associated with newly installed equipment (e.g., chiller cooling tower, pumps, VFDs, valves), and newly constructed building envelope (e.g., electrical, plumbing).

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) additional capacity will be added to the SCCP, if the chilled water model exposes other constraints or a preferred alternate location for the additional capacity, a new Capital Improvement might need to be submitted, (ii) current chiller leads times are estimated to be 50 weeks, (iii) chiller sizing based on the 1200-ton York chiller and actual size will be dependent on the model, and (iv) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) the cleaning and servicing of

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-065

building level heat exchangers and other equipment (owner is University), and (ii) the restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through July 2025. EPC (Const.) occurs from June 2025 to January 2026. EPC (Commiss.) occurs from January 2026 to February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $16,996,100 (Proposal A), $22,973,500 (Proposal B).

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. New chiller acts only as redundant back-up to the existing equipment. Supply Cost changes should be minimal unless new equipment is more efficient than existing, in which case it will serve as the new primary chiller.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-026

PROJECT CODE: 24/3-026

PROJECT NAME: Menard Law Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (previous component failures).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually these stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

The three transformers at the Menard Law Building are beyond their useful life at over 30 years old and have no record of being tested. The November 2019 failure and emergency repair of the oil filled, 13.2kV disconnect switch in the building indicates that failure is imminent on this equipment of the same age and condition. That failure was the direct cause of the Teaching and Learning Center basement flood that shut the building down for 3 weeks. That emergency repair resulted in spliced high voltage cable, eliminated building disconnect, and unsafe conditions within the Menard Law Building. This presents a highly dangerous condition for personnel and building occupants while leaving property at significant risk of damage.

There is no spare transformer if there is a failure at Menard Law. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a severe safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-026

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot-style transformers currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2 kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to new SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components to establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the College of Law and the University for the building shutdown. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing, and (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-026

Additional Information:

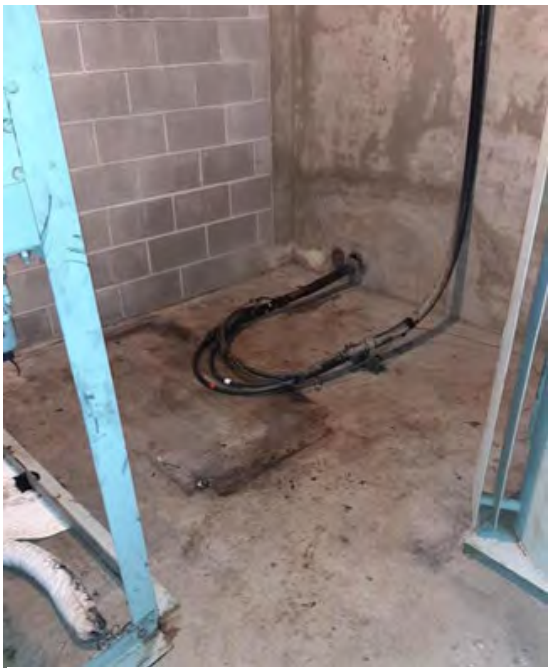


Figure 1. Unsafe conductor splice laying on the floor after emergency repairs in 2019.

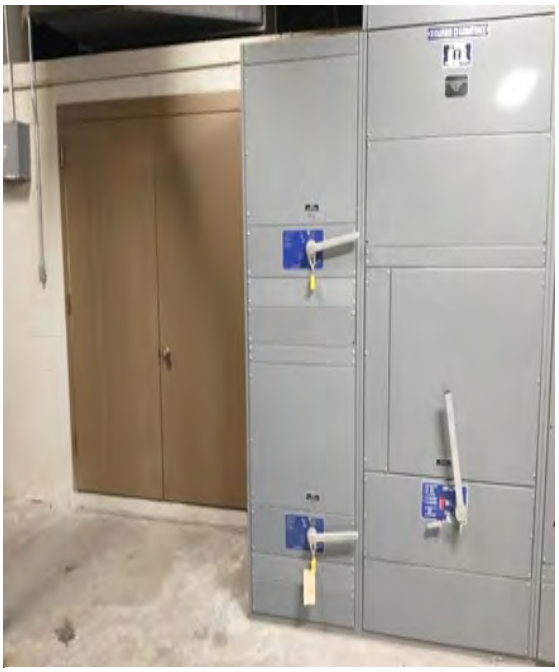


Figure 2. Conditions in transformer room dangerous enough to require Arc flash PPE before entering.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $868,675

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. The new transformer will allow for new O&M practices to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) original transformers and switchgear sized to serve electric boilers and chillers that have since been removed, (ii) new transformer is expected to be smaller and more efficient, (iii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees/vegetation but impacts may occur and are not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches and appurtenances, SEL-751 relay, switch operators, and microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-026

impacted irrigation lines (owner is University), and (iv) the restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $853,600

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$650, electricity. It is assumed a 1% improvement in electrical efficiency based on historic metering.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-003

PROJECT CODE: 24/1-003

PROJECT NAME: Steam Piping Upgrades at the Energy Plant

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and campus steam shutdown).

The likelihood of these events is high (multiple valves have failed).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The steam piping in the Energy Plant is critical for transporting steam produced by the boilers to the tunnel network and reducing pressure to safe levels. Isolation valves in the system are used to provide safe access to critical equipment for service, however many are failing. The newest valves were replaced in a 2002 State of Idaho DPW project and are already failing, exposing operators to severe burns from high pressure steam leaks.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade plant level steam piping to plant operating pressures.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address health concerns that should be physically mitigated.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project replaces the isolation valves in the main steam header at the Energy Plant, all of which are beyond their serviceable life and/or not designed for operating pressures. It also includes rerouting D Boiler's piping to the main steam header, which will increase resiliency to steam outages. The scope of work of this Capital Improvement is:

- Reconfigure D Boiler 6" piping to connect to the main steam header.
- Replace all high-pressure isolation valves (x19).

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.

- As-built drawings of the relevant areas.

- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

The Concessionaire will coordinate with the University for the replacement of valves that may require steam shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $58,960 and will also include as-built drawings of the area requiring piping and valve upgrades, which will become part of a master as-built drawing set for the Energy Plant.

Additional Information:

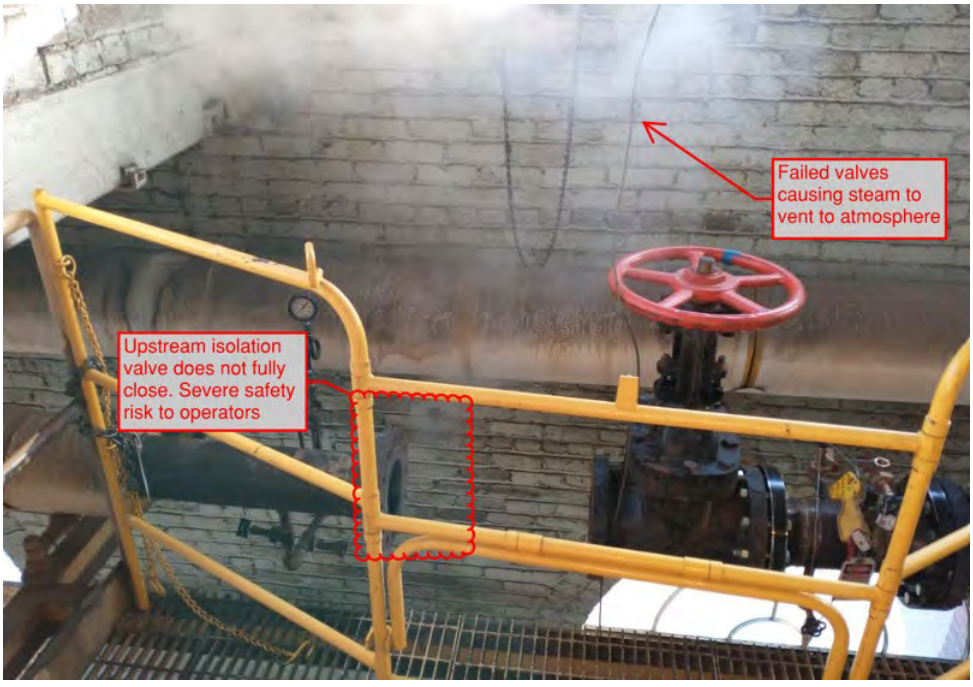


Figure 1. Failed isolation valve preventing safe work on critical systems.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-003

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $3,338,022.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) no steam shutdown will be required when connecting D boiler to the main steam header, (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes the replacement or reconfiguration of the steam piping for other boilers or the main header.

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Minimal reduction in fuel, water, and chemical consumption by reducing steam losses during service.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,281,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. Minimal savings from reduced losses during service.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-004

PROJECT CODE: 24/1-004

PROJECT NAME: Gas Boilers Capital Renewal

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (boilers are aged and well beyond expected life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The natural gas boilers provide redundancy to the wood boiler and meet peak heating loads on campus. They are critical to the successful operation of the Energy Plant and necessary to achieve Performance Standards and resiliency desires. However, their ages range from 45-81 years old and subsystems are in need of replacement and upgrade, including gas burner packages, valves and FD fans. Non-destructive testing of boiler tubes and exhaust stacks is also necessary. Several single points of failure, or long repair time, issues exist within these systems. Many of these systems are original equipment and are well beyond this serviceable life, posing safety risks from natural gas leaks and boiler tube ruptures. Upgrading these systems will improve efficiency and extend the useful life of the boilers. Complete gas boiler system replacements will be needed without these upgrades.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade gas boilers to extend useful life and improve performance.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project upgrades the subsystems critical to the successful operation of the boilers including gas burner packages, valves, and FD fans. It also includes non-destructive testing of boiler tubes and exhaust stacks to determine their remaining useful life. The scope of work of this Capital Improvement is:

- Replace degraded and ruptured boiler tubes.
- Replace gas burners for all three boilers.
- Replace gas trains for all three boilers.
- Replace all critical valves for all three boilers.

- Replace FD fans, VFDs, and motors for all three boilers.
- Install cascading blowdown systems for Boilers C and D only.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Report documenting results of boiler tube inspections.
  - Report documenting results of boiler exhaust stacks.
  - Equipment selection and preliminary design of stack economizer for Boiler D.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

The Concessionaire will coordinate with the University for the staggering of boiler work to maintain the Energy Plant's resiliency and prevent the need for steam shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $207,900 and will also include (i) non-destructive testing of boiler tubes (Boilers B, C, and D), (ii) non-destructive testing for corrosion/wall thickness degradation on all exhaust stacks (Boilers A, B, C, and D), and (iii) equipment selection and preliminary design of stack economizer for Boiler D.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-004

Additional Information:

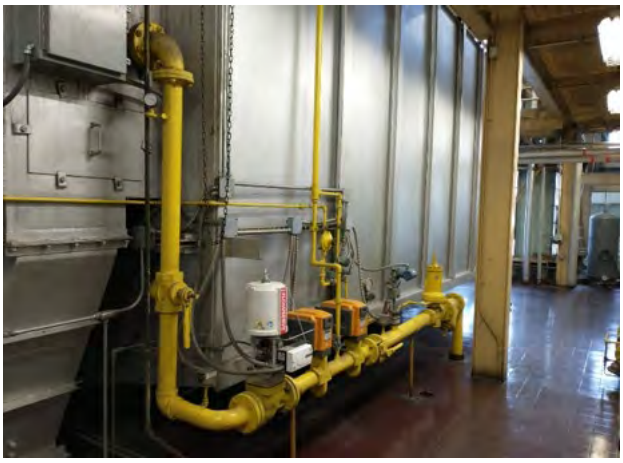


Figure 1. Aged gas train on Boiler B.

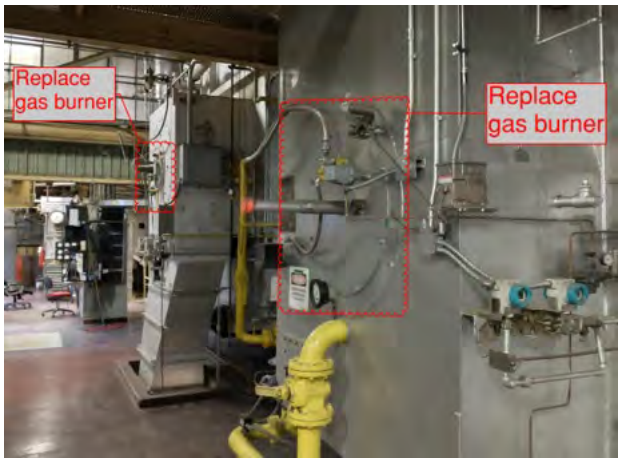


Figure 2. Aged burner packages on Boilers B and C.

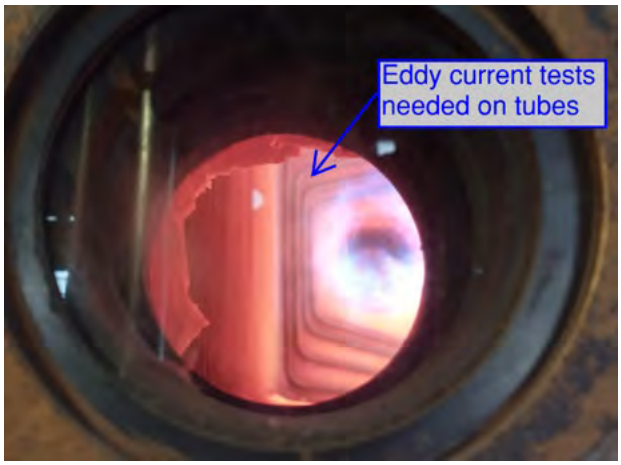


Figure 3. Condition of boiler tubes is unknown.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $5,708,096.

(B) Forecasted annual operations and maintenance costs: +$3,600. The increase is associated with an expanded complexity of controls, gas trains, and additional cascading blowdowns.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is

assumed that (i) only 20% of boiler tubes will need to be replaced after non-destructive testing (project will be rescoped and repriced as needed), (ii) exhaust stack replacements are not included, (iii) staged construction to maintain N+1 redundancy to the wood boiler to prevent risk of steam shutdown to campus will be required, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacements of the exhaust stacks (the non-destructive testing included in this project will determine if the exhaust stacks need to be replaced, which would be proposed as a future Capital Improvement), and (ii) an stack economizer on Boiler D (based on the results of the preliminary design and feasibility, the economizer would be proposed as a future Capital Improvement).

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved efficiency and performance of the boilers reduces natural gas consumption and corresponding greenhouse gas emissions.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $5,611,100.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$7,300, natural gas. Due to improved efficiency of gas burners and FD fans, it is assumed a natural gas reduction in consumption from 2% burner efficiency increase at current prices based on FY22 data.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-005

PROJECT CODE: 24/1-005

PROJECT NAME: Utility Tunnel Repair on 6th Street

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (tunnel lid is damaged and rebar is corroding).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The utility tunnel network is critical for distributing utilities across campus including steam, chilled water, high voltage power, natural gas, and IT/telecom. Tunnels are critical for protecting utilities from ambient conditions and also serve as the sidewalks of much of campus. The lid on 6th St has been in service for up to 70 years and needs work to prevent collapse. The tunnel lid has cracking, exposed rebar, and ground water intrusions. These sections are supported with non-engineered, temporary screw jacks to prevent collapse in the near future. The risk of collapse poses a severe safety risk to the general public and potential shutdown of all the Energy Plant's utilities. This was identified in the DPW project in FY19 to replace the tunnel lid at 6th Street and Line Street, but project funding could not support the additional scope.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Extend the useful service life of the existing tunnel.
- Mitigate severe resiliency issues associated with aging systems.
- Address safety concerns associated with tunnel collapse.

Scope of Work: This project replaces and repairs sections of the tunnel lid on 6th St that are showing signs of structural failure, likely due to vehicle traffic and water infiltration.

The scope includes replacing the tunnel lid at the areas where damage is concentrated, specifically at the entrance to the College of Natural Resources (CNR) and the Integrated Research and Innovation Center (IRIC), and at the Central Mall's pedestrian walkway. It also includes repairs to the sidewalk/tunnel lid where tunnel joints are, as previous repairs are in poor condition and beginning to compromise the tunnel lid by allowing water to infiltrate through the joints (see photos below). These areas can likely be repaired without completely replacing the lid by applying the same methods used at the Line Street tunnel repair project in 2022, significantly reducing overall cost.

The scope of work of this Capital Improvement is:

- Tunnel lid replacements (x2):
  - Drop and protect electrical and communication lines that are within 12" of interior tunnel lid.
  - Blanket utility lines in tunnel to protect from debris.
  - Trench on either side of impacted lid to a depth of approx. 2'.
  - Cut sidewall of impacted tunnel, crosscut, and remove damaged lid.
  - Replace lid with pan deck, repour sidewalks, add weld plates for bike racks.
  - Re-hang electrical and communication lines.
  - Restoration of area to include repaving road, replacing pavers, and replacing truncated dome mats.
- Tunnel lid repairs (x8):
  - Demolition of damaged concrete and sidewalk sections adjacent to repairs.
  - Apply overhead repair mix.
  - Apply reinforcement to area.
  - Clean tunnel lid and apply corrosion inhibitor.
  - Drop IT/telecom from lid as necessary.
  - Seal tunnel joints.
  - Pour new sidewalk sections.
- Provide protection for live utilities during construction.
- Clean work areas as needed.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended that (i) UI ITS identify and remove any abandoned and damaged IT/Telecom lines in construction areas while accessible, and (ii) the replacement of the total length of the sidewalk.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed including the protection of live utilities, the provision of fencing to prevent unauthorized access to construction areas, and open pit work in a core campus area. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University and the City of Moscow for the shutdown of 6th Street. Similarly, coordination will be needed for parking permits, fencing, and storage of materials. Construction will be scheduled during the summer season to reduce impact to both campus' operations and the City.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital

Improvement. The anticipated cost of such additional work is $131,120 and will also include core drilling and laboratory analysis for tunnel walls and lid to determine their integrity.

Additional Information:

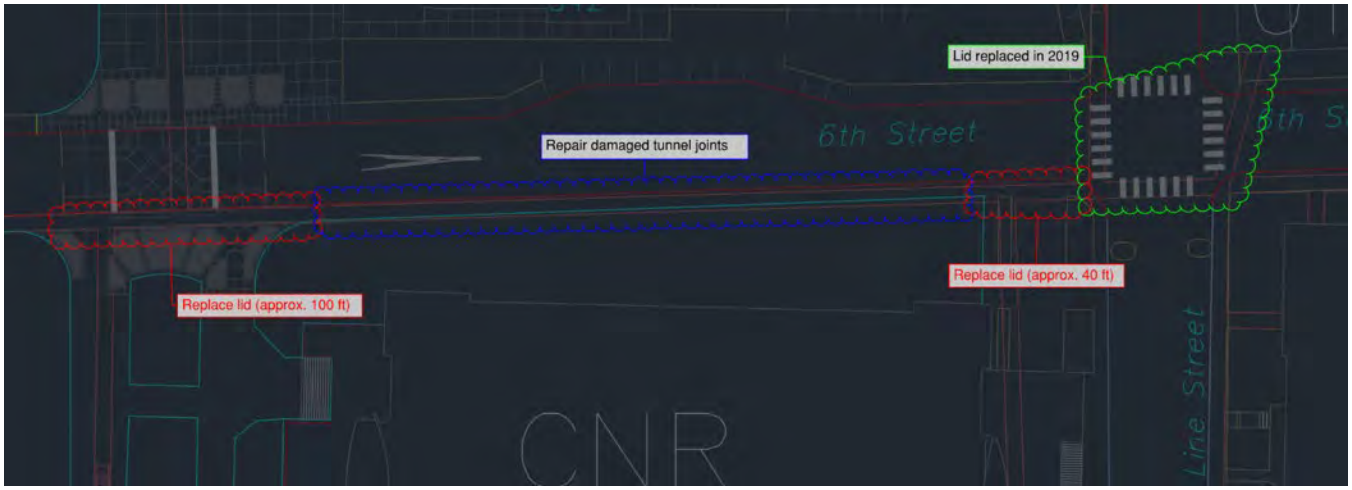


Figure 1. Areas of tunnel on 6th Street with to be replaced and repaired.



Figure 2. Areas that are compromising the structural integrity of the tunnel lid.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-005




Figure 3. Aging sections of the tunnel that require repair or replacement.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $3,574,107.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) tunnel walls and floor will be in good condition and not require repair or replacement, dependent on results of core samples and structural investigation, (ii) underground construction conditions will be reasonable free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the disconnection/reconnection of irrigation lines (owner is University), (ii) the restoration of vegetation (owner is University), (iii) the protection of vegetation around the construction area (owner is University), and (iv) the repair or replacement of the sidewalk outside the work areas (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-005

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,520,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-038

PROJECT CODE: 24/4-038

PROJECT NAME: Domestic Water Line Replacement on the Central Mall

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (health risks to building occupants due to dead end line). The impact associated with resiliency is high (future failure will impact core campus).

The likelihood of these events is high (line has collapsed).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: At over 70 years old, this water line collapsed in 2017, creating a dead-end line in the domestic water system that creates a health risk to building occupants.

Objectives: The main objectives of this Capital Improvement are:

- Replace the collapsed domestic water line under the Central Mall.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address health concerns associated with the physical conditions of current assets.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project replaces the existing line and upgrades the size to keep up with campus growth. The water line is intended to create a loop in the distribution system near the Renfrew Hall and the Agricultural Science Building, improving flow and water quality on campus. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Abandon existing 4" piping modifications.
- Install new 6" DR18 C900 PVC water line and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-038

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-base paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $32,560.

Additional Information:

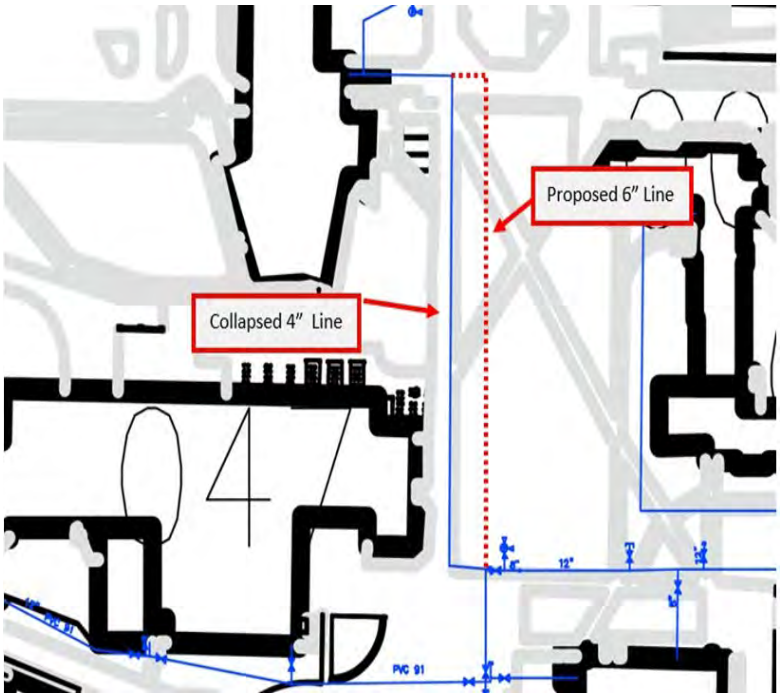


Figure 1. Map of Domestic Water System in area with proposed work.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-038

(A) Total Cost: $451,741.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes the protection or restoration of vegetation impacted by construction (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $444,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-051

PROJECT CODE: 24/6-051

PROJECT NAME: Sanitary Sewer Line Recondition on Line Street

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (heavily damaged and collapse is imminent).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the Food Science Building, the Mines Building, the Native American Student Center, and the Janssen Engineering Building (JEB). The pipes are constructed of clay tile and are almost 70 years old, well beyond their life expectancy. A recent sliplining project on a connecting line showed that these lines are in poor condition and need to be repaired soon before they collapse. These lines plug on occasion and require jetting to restore service. In addition, the line in the alley between JEB and the Gauss-Johnson Engineering Building (GJ) was poorly designed and has a low spot where it goes under the utility tunnel, which plugs regularly due to unauthorized dumping (most recently in September and October 2021). An inspection conducted in October 2021 showed sections of the pipe breaking off, indicating that collapse is imminent.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer line on Line Street between Idaho Avenue and 6th Street.
- Recondition existing sanitary sewer lines serving the Food Science Building, the Mines Building and the Native American Student Center.
- Remove belly in line between JEB and GJ.
- Install new manholes for improved access.
- Inspect nearby lines to identify future needs.

Scope of Work: This project sliplines existing pipes connecting to Line Street and replaces the JEB service line going under the tunnel to remove the low spot. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Recondition the 6'' line on Line Street (approx. 700').
- Recondition the 6'' lines between the Food Science Building, the Mines Building, and the Native American

Student Center (approx. 350').
- Install new 6'' DR18 C900 PVC pipe and all appurtenances at JEB.
- Install three new manholes at tees.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $46,860.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-051

Additional Information:

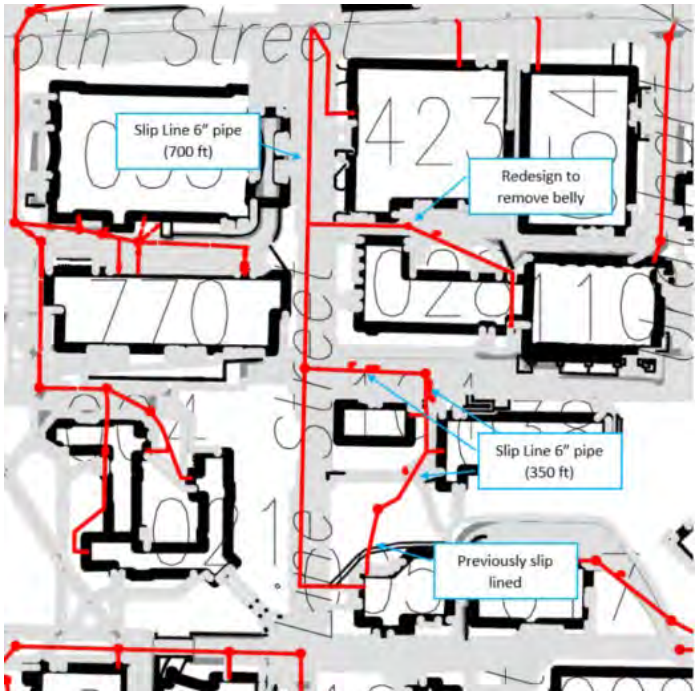


Figure 2. Sanitary Sewer map of area.



Figure 1. Broken section of pipe in Janssen Engineering service line.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $638,515.

(B) Forecasted annual operations and maintenance costs: +$1,500. New manholes will require annual inspections and cleaning.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) bypass pumping is required to keep campus core functions operable, (ii) pre/post CCTV inspection is required, (iii) traffic control and possibly re-route will be required, (iv) full pipe replacement between JEB and GJ is expected, (v) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (vi) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes the restoration of vegetation (owner is University).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-051

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $627,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-050

PROJECT CODE: 24/6-050

PROJECT NAME: Sanitary Sewer Manhole Replacements

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (safety risks to building occupants, vehicles, pedestrians, and operational personnel). The impact associated with resiliency is high.

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Manholes across campus are used to access sanitary sewer lines for inspection and service. When manholes are in too poor condition or not present, it severely limits the ability of clearing plugged lines, potentially requiring excavation. They also pose a safety risk to operators, pedestrians, and vehicles if they are allowed to deteriorate. Some of the problems that have been identified include collapsing walls, sinking asphalt, plugged lines, and damage to pipes. Reconditioning manholes now reduces the overall cost and disruption to the University by reducing the need for excavation and replacement from waiting for complete failure.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Replace failing sewer manholes.
- Mitigate severe resiliency issues associated with systems that are well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project reconditions manholes where feasible to extend their useful life and replaces heavily damaged manholes that are beginning to fail. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Repair and install liners at manholes (x11).
- Remove and replace manholes (x2).
- Bedding and backfill.
- CCTV inspection and jetting.
- Construction supervision.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-050

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $43,560.

Additional Information:



Figure 1. Poor condition brick manhole by ISUB (left) and by Morrill Hall (right).

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $596,052.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-050

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 11 manholes are not damaged to a point that complete replacement is required (project will be rescoped and repriced if replacement is necessary), (ii) a pre/post CCTV inspection is required, (iii) bypass pumping is required to keep campus core functions operable and it is included in the scope, (ii) traffic control and possibly re-route will be required, (iii) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) the repair or replacement of pipes, and (ii) the restoration of vegetation (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Establishing a reliable sanitary sewer service is critical to public health and to achieving functional campus' operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $585,200.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-058

PROJECT CODE: 24/7-058

PROJECT NAME: Stormwater Line Installation from the Art & Architecture Building to Line Street

UTILITY SYSTEM: Storm Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (flooding occurs regularly).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The existing stormwater line serving the Art & Architecture Building was cut off when the Idaho Commons (now the Idaho Student Union Building ISUB) was constructed in 1998. This has caused flooding issues in the basement of Art & Architecture and creates standing water issues near pedestrian walkways, which freeze in cold weather and pose a pedestrian safety risk.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Correct flooding issues near the Art & Architecture Building by installing a new stormwater line.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project restores stormwater service to this area by installing a new line from the Art & Architecture Building to Line Street. It also includes inspection of the upstream pipe to determine if reconditioning or replacement is necessary. The proposed line may conflict with long term plans of the University and coordination is needed to determine if alternative pathing is necessary. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Install new 6” SDR 35 PVC pipe (approx. 120’).
- Connect new line to existing storm system.
- Install one new catch basin.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

A detailed safety plan will be developed during the Additional Work stage.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $14,410.

Additional Information:

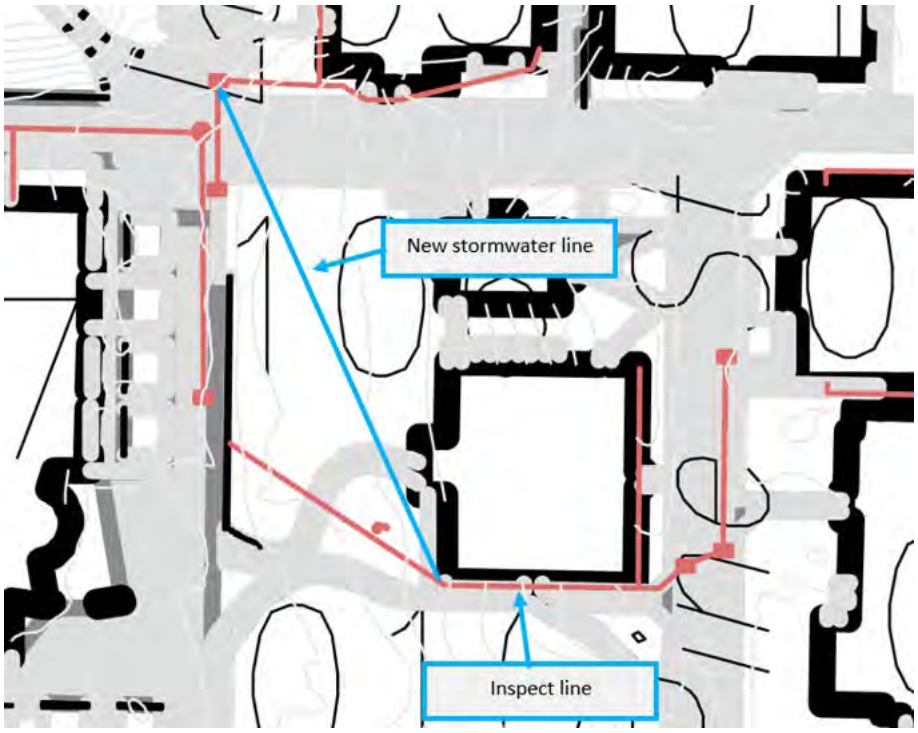


Figure 1. Stormwater system in the affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-058

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $157,976.

(B) Forecasted annual operations and maintenance costs: +$500. Additional pipe will require regular cleaning, jetting, and inspection.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) connecting pipes will not need to be reconditioned or replaced (project will be rescoped and repriced as necessary), (ii) a pre/post CCTV inspection will be required, (iii) traffic control and possible re-route will be required, (iv) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impact may occur and remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) the reconditioning or replacement of connecting pipes, (ii) the restoration of vegetation (owner is University), and (iii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved stormwater systems will help maintain stormwater quantity and quality control. Improvement of stormwater systems is required for safety and resiliency of the core campus.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $155,100.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-049

PROJECT CODE: 24/6-049

PROJECT NAME: Sanitary Sewer Line Recondition on Campus Drive and Blake Avenue

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (line is well beyond life expectancy).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the Ridenbaugh, Niccolls, Graduate Art Studio, and Lionel Hampton buildings. The pipes are 91 years old and well beyond life expectancy. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as slip lining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscaping the area. Collapse of the Campus Drive line risks vehicle access to the Administration building and the historic Camperdown trees in the area.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer lines on Campus Drive and Blake Ave.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project reconditions these pipes and manholes to extend their useful life. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slipline the 6'' line from Campus Drive to Blake Avenue (approx. 270').
- Slipline the 12'' line from Blake Avenue and Sweet Avenue (approx. 690').
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-049

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, confined space work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $17,380 and it will also include conducting a CCTV inspection and jetting.

Additional Information:

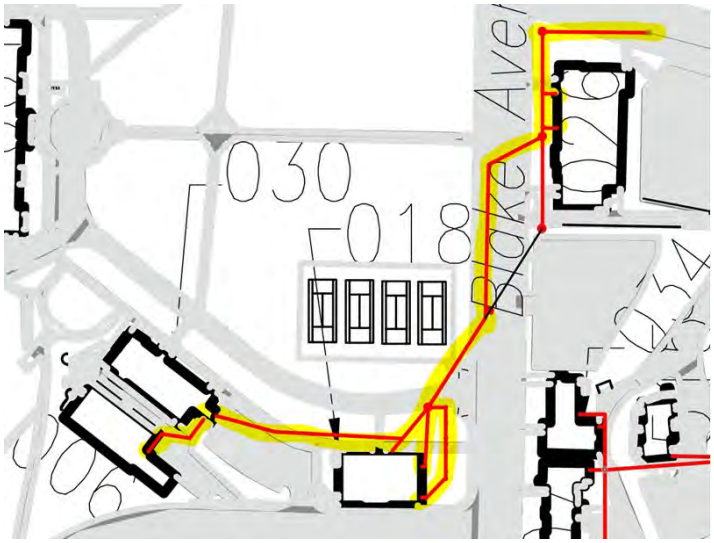


Figure 1. Map of sanitary sewer system in area with relevant work.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-049

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $226,281.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manhole are not damaged to a point that complete replacement is required (project will be rescoped and repriced if replacement is necessary), (ii) a pre/post CCTV inspection will be required, (iii) bypass pumping is required to keep campus core functions operable and it is included in the scope, (iv) traffic control and possible re-route will be required, (v) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (vi) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) the replacement of pipes or manholes, (ii) the restoration of vegetation (owner is University), and (iii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Establishing a reliable sanitary sewer service is critical to public health and to achieving functional campus' operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $222,200.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-057

PROJECT CODE: 24/7-057

PROJECT NAME: Stormwater Line Recondition on Campus Drive and Blake Avenue

UTILITY SYSTEM: Storm Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (pipes are well beyond their life expectancy).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These stormwater lines serve the areas by Ridenbaugh Hall, the Niccolls Building, the Graduate Art Studio, and the Hampton Music Building. The pipes are over 100 years old and well beyond life expectancy. As they age, the likelihood of collapse increases, risking potential flooding in the area until it can be repaired.

By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area. Collapse of the Campus Drive stormwater line risks vehicle access to the Administration building and the historic Camperdown trees in the area.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing stormwater lines on Campus Drive and Blake Avenue.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project reconditions these pipes and manholes mentioned above to extend their useful life. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Recondition the 6” line from Campus Drive to Blake Avenue (approx. 400’).
- Recondition the 6” line from the Hampton Music Building to the intersection between Blake Avenue and Sweet Avenue (approx. 100’).
- Replace one manhole at the Hampton Music Building.
- Bedding and backfill.

- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

A detailed safety plan covering open pit work, confined space work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $18,480.

Additional Information:

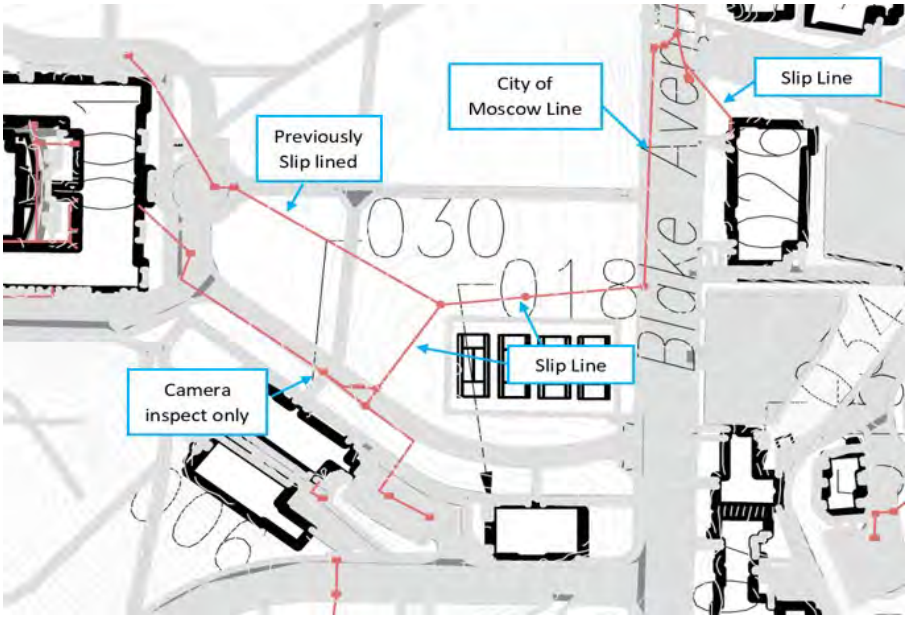


Figure 2. Map of stormwater system in affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-057

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $262,127.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manholes are not damaged to a point that complete replacement is required, and stormwater lines between the Administration Building and the Niccolls Building along Campus Drive will not need to be reconditioned or replaced (project will be rescoped and repriced as necessary), (ii) a pre/post CCTV inspection will be required, (iii) traffic control and possible re-route will be required, (iv) underground construction conditions will be reasonably free of obstruction, conflict, and hazardous materials that could impede completion, (v) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (vi) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) reconditioning of pipes near the Niccolls Building, (ii) replacement of pipes or manholes, (iii) restoration of vegetation (owner is University), and (iv) disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved stormwater systems will help maintain stormwater quantity and quality control. Improvement of stormwater systems is required for safety and resiliency of the core campus.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $257,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-040

PROJECT CODE: 24/4-040

PROJECT NAME: Backflow Assemblies Replacement at the South Hill Apartments

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues in confined spaces). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is high (backflows cannot be accessed).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The backflow assemblies serving each building at the South Hill Apartments complex are located in crawlspaces with very limited access. In nine locations the assemblies are far from the access point and create severe safety risks for workers. Due to the safety hazard these assemblies can't be tested as required by regulations and risk loss of water service to the occupants until the buildings are compliant. Access is needed to each assembly from outside the building instead of the crawlspace. The meters for each building are aged and no longer functional. They need to be replaced and located with the assemblies for accurate billing.

Objectives: The main objectives of this Capital Improvement are:

- Eliminate unsafe work conditions by moving backflow assemblies out of crawlspaces.
- Increase occupant safety by making presently inaccessible backflow assemblies maintainable.
- Bring the South Hill Apartments up to code.
- Restore metering for auxiliaries billing.

Scope of Work: The scope of work of this Capital Improvement is:

- Inspect and replace all backflow assemblies as needed.
- Move 9 backflow assemblies to accessible locations.
- Install 30 new backflow prevention assemblies and domestic water flow meters for each building.
- Construct 18 new enclosures outside the buildings for each assembly.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-040

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan for work in confined spaces will be developed.

The Concessionaire will coordinate with the University and the building's occupants for any shutdowns.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $97,460.

Additional Information:

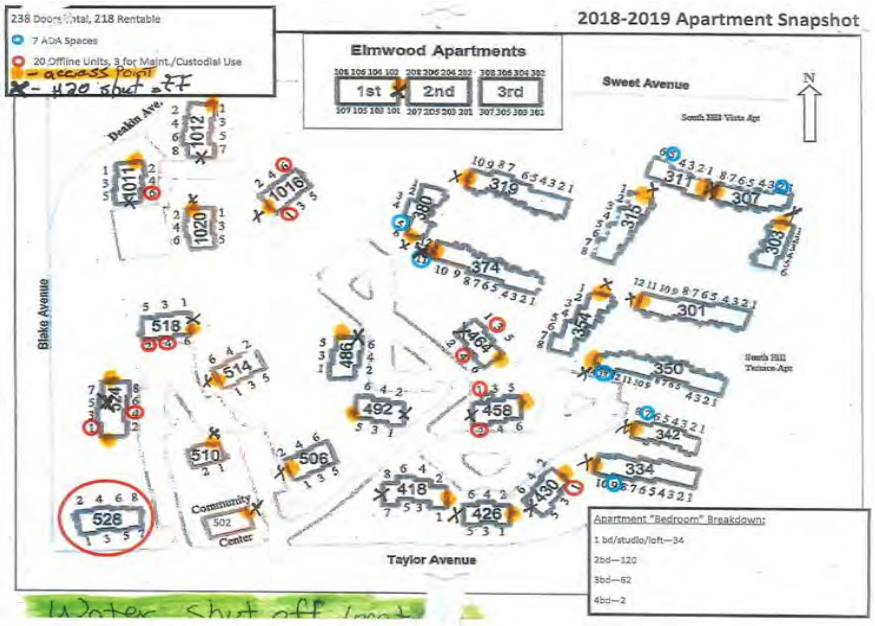


Figure 1. Map of apartment complex with access locations and backflow assemblies marked.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,336,636.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-040

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) new backflow prevention assemblies and metering in serviceable configuration, and (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) the repair or replacement of building level pipes (owner is University), and (ii) the restoration of vegetation (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: This Capital Improvement will enhance the public health safety of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,312,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-039

PROJECT CODE: 24/4-039

PROJECT NAME: Domestic Water Vault Improvements at the Sheep Center

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (safety risk to the operators). The impact associated with resiliency is high (potential loss of service to the Sheep Center).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The domestic water service to the Sheep Center and the Soil Stewards Student Farm north of campus comes in at a vault near Well #3. The vault is unfinished and has a shed constructed over it. The vault floods seasonally, submerging the backflow prevention valves, meter, and other equipment needed to supply the Sheep Center with water. Though only 10 years old, equipment is already in poor condition and pipes are leaking due to these conditions.

Objectives: The main objectives of this Capital Improvement are:

- Reconfigure the domestic water vault to extend the useful life of the equipment.
- Mitigate an unsafe condition for operators and resiliency of service to the Sheep Center due to difficulty of access.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project runs power to the vault from Well #3, relocates equipment out of the vault, and improves the overall condition of the shed to extend its useful life. Installing insulation and heat will help minimize the mold growing on the interior walls of the shed.

The scope of work of this Capital Improvement is:

- Natural surface demolition and excavation.
- Run power to vault.
- Relocate water flow meter and backflow prevention station, replumb.
- Install finishes to shed including flooring, insulation, lighting, and electric heat.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

While the scope of this project includes running power to the shed, significant cost savings could be realized by connecting to the Avista Utilities high voltage distribution line nearby instead. The Additional Work includes coordination with the University and Avista Utilities to explore this alternative.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-039

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based point, which originated prior to Closing.

A detailed safety plan covering open pit work, an excavated site, and water service rerouting will be developed. Documentation including the disinfection and backflow prevention testing, and an official notice of return to service will be provided.

The Concessionaire will coordinate with the University with regard to the Sheep Center and the Soil Stewards Student Farm for shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $27,390 and it will include coordination with the University and Avista Utilities to explore the alternative of connecting to Avista Utilities' distribution line instead of supplying power from Well #3.

Additional Information:



Figure 1. Interior vault at shed is in poor condition.



Figure 2. Leaks from pipe less than 10 years old.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-039

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $386,495.

(B) Forecasted annual operations and maintenance costs: +$250. Increase associated with annual maintenance for new structure and heater.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the restoration of vegetation (owner is University), and (ii) the temporary supply of domestic water during shutdown.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: This Capital Improvement will increase the electrical use due to additional heating. Metered water use, and an effective backflow prevention will protect the campus community.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $380,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: +$200, electricity. Increase is associated with the use of the seasonal electric heater.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-066

PROJECT CODE: 24/3-066

PROJECT NAME: Microgrid Expansion, Phase I

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is high (loss of chilled water production to campus).

The likelihood of these events is medium (no backup power to the North Campus Chiller Plant).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The University began the process of installing steam turbines at the Energy Plant in 2018, with the project nearing completion in 2022. This has been a major success for the University, with large energy savings and reduction in greenhouse gases that the University will benefit from for years to come. The turbines however are only the beginning of the broader vision of energy independence on campus. To further that vision, the turbine project also created a microgrid at the Energy Plant, the University's first, to act as the foundation of a transformed campus electric grid.

Microgrids are groups of loads and distributed energy resources which can act independently of the utility grid. When power from the grid goes down, the microgrid is capable of islanding itself to continue operations using its own electricity generation. Once power is restored the microgrid then reconnects to the grid. This improves reliability and resilience of the connected loads, with power outages often going unnoticed. The Energy Plant is currently the only building on campus with this ability.

As the microgrid on campus grows, more buildings will be connected and supported. The first step is to connect the North Campus Chiller Plant (NCCP), located at the Energy Plant, to the microgrid. The NCCP has a different electrical service than the rest of the Energy Plant and is not protected by the microgrid during power outages. An extended power outage risks a complete stop to chilled water production on campus, risking damage to critical equipment such as servers (while equipment may have backup power, they do not have backup cooling). Some loads critical to Energy Plant operations, such as air compressors for pneumatic controls and pumps are fed from the NCCP instead of the Energy Plant itself, which risks a complete plant shutdown regardless of the microgrid. Connecting the NCCP to the microgrid will reduce this risk. In addition, since the Living Learning Communities (LLC) are connected to the NCCP, this project has the benefit of supporting the dorms' entire electric load during power outages.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-066

- Mitigate a severe resiliency issue to chilled water production.
- Expand campus microgrid to improve turbine performance.
- Support student living spaces during power outages.

Scope of Work: This project expands the microgrid in the first of what will be many phases, growing to include the NCCP. The scope of work of this Capital Improvement is:

- Connect the NCCP electrical service to the Energy Plant's microgrid.
- Install necessary automated primary switching and relays in the campus ring bus.
- Repair any damaged items in the electrical vaults accessed.
- Repair any areas of water infiltration in electrical vault.
- Furnish and install one (1) SEL-735 meter for the NCCP.
- Furnish and install one (1) SEL-735 for primary electric meter at the LLC.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the Additional Work stage.

The Concessionaire will coordinate with the University and the LLC occupants for a potential electrical shutdown. An electrical shutdown of Energy Plant may be necessary, with subsequent impact to steam, chilled water, and compressed air production.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $97,680 and will also include a 30-day power study on the NCCP and the LLC to evaluate impacts to the microgrid.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-066

Additional Information:



Figure 1. The NCCP is not connected to the microgrid.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,506,795.

(B) Forecasted annual operations and maintenance costs: +$2,000. The upgraded switches, meters, and other equipment will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (ii) a replacement of the NCCP electrical panel will not be necessary, and (iii) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) a temporary electric generator to support buildings during shutdown, (ii) the repair or replacement of the main distribution panel of the NCCP, and (iii) the repair or replacement of the NCCP transformer.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-066

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the mitigation of potential damages and a potential reduction in natural gas use during power outages by utilizing wood.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,480,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-012

PROJECT CODE: 24/1-012

PROJECT NAME: Steam and Condensate Distribution Upgrades

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues associated with steam pipe rupture). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (piping is beyond useful life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The steam and condensate piping in the tunnel network is critical for distributing heat to campus buildings safely. The lines by the Idaho Student Union Building (ISUB) are over 95 years old, threaded, and beginning to rust, posing a high safety risk to operators and pedestrians if the pipe ruptures. Rupture poses an extreme safety risk to pedestrians and operators from exposure to high pressure, high temperature steam, reduced steam service from pressure loss to all buildings, decreased condensate return rate, and severe damage to all utilities in the tunnel until the pipe can be isolated. Years of water damage are eroding the outside of the pipe, increasing the likelihood of failure. The lines on 6th St are at least 59 years old and too small to meet current or future steam loads. The 6th Street line will need to be upgraded before additional buildings such as the Kibbie Dome or the Hartung Theatre are connected to the network. Additional isolation valves will improve resiliency and add the ability to redirect steam to buildings in the event of a failure.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade major steam lines to support campus growth.
- Mitigate severe resiliency issues associated with aging systems.
- Improve overall resiliency by adding isolation valves at key locations.
- Address safety concerns associated with the physical conditions of current assets.

Scope of Work: This project upsizes major sections of the system and upgrades valves and expansion joints. Most of these systems are beyond or approaching their end of serviceable life. While all steam and condensate piping on campus will need to be replaced within the next 50 years, along with their associated valves, supports, and insulation, this project addresses the most vulnerable and high risk sections. The scope of work of this Capital Improvement is:

- Replace 8” steam and 4” condensate lines from Idaho Avenue to University Avenue (approx. 325’).
- Upgrade 6” steam and 5” condensate lines on 6th Street from the Central Mall to the Wallace Residence Center to 10” and 6” (approx. 670’).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-012

- Upgrade 5” condensate line on 6th Street from Line Street to the Central Mall to 6” (approx. 425’).
- Replace aged expansion joints.
- Replace condensate receivers and pumps (x2).
- Install additional condensate sampling points.
- Install double block and bleed isolation valves at key locations.

Beyond the Concessionaire’s Line of Demarcation associated with this Capital Improvement, it is recommended that UI ITS identify and remove any abandoned and damaged IT/Telecom lines in construction areas.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Steam and condensate flow model.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed including the protection of live utilities, the provision of fencing to prevent unauthorized access to construction areas, and confined space work. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University for the steam and condensate pipe construction during the summer season to reduce impact to campus.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $57,200 and will also include (i) a steam and condensate distribution system walkthrough to obtain exact quantities of valves, sampling points, and expansion joints, (ii) the development of a steam and condensate system flow model to ensure pipe sizing is adequate for current and future growth (including the collection and analysis of building steam load data to ensure pipe sizing is adequate).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-012

Additional Information:

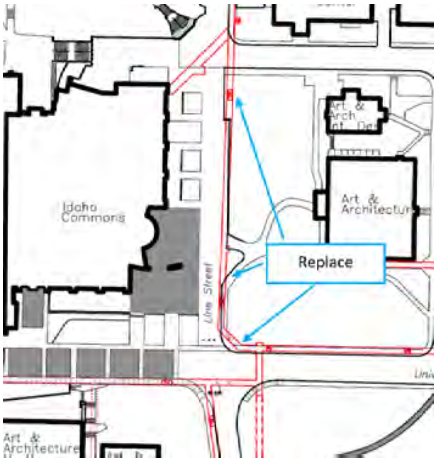


Figure 1. 6th Street steam and condensate pipes to upgrade.

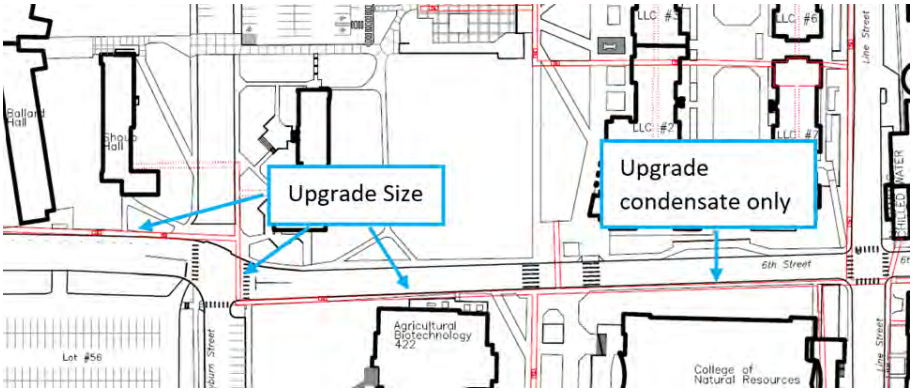


Figure 2. Steam and condensate pipes to replace by ISUB.



Figure 3. 95-year old threaded pipes pose a safety hazard. Pipe is rusting (right).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-012

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $6,414,216.

(B) Forecasted annual operations and maintenance costs: +$9,000. The increase is associated with additional isolation valves and equipment required maintenance.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 30 expansion joints (approx. 10% of the system) will be replaced, 5 condensate sampling points will be added, and 10 additional isolation valves will be added, (ii) the Additional Work may identify additional needs to be presented in a future Capital Improvement, (iii) proposed pipe sizing is adequate, but may change depending on the results of the flow study, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the repair or replacement of tunnel or other utilities, and (ii) the demolition of abandoned utilities identified.

(E) Proposed schedule: EPC (Const.) extends through April 2025. EPC (Commiss.) occurs in May 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $6,314,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-010

PROJECT CODE: 24/1-010

PROJECT NAME: Wood Boiler Capital Renewal, Phase I

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and wood boiler shutdown).

The likelihood of these events is medium (equipment is aged and in poor condition).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The wood-fueled boiler provides significant economic and environmental benefits to the University, however, at 35 years old, many of the subsystems are in critical need of replacement, including the woodchip grate system, refractory, internal components, and fans. Several single points of failure, or long repair time, issues exist within these systems. Most of these systems are original equipment, well beyond serviceable life, and damaged from years of heavy use. Improvements will increase efficiency, extend the useful life of the boiler, reduce Supply Costs to the University by decreasing boiler downtime, and increase the resiliency of this system, a critical aspect to achieve Performance Standards and associated resiliency goals of the University. The alternative to these upgrades would be either a complete replacement of the boiler and associated fuel and ash handling systems, switch to natural gas fuel at significantly higher Supply costs, or transition away from central steam heating to campus.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the wood boiler to extend its useful service life.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Mitigate single point of failure risks by keeping N+1 critical spares on hand.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project upgrades the boiler subsystems including the woodchip grate system, refractory, internal components, and fans. Each of the subsystems addressed is critical to the operation of the wood fuel boiler. The scope of work of this Capital Improvement is:

- Recondition throat.
- Firebox:
  - Replace step grates.

  - Improve failing grate supports, linkages, and hydraulic ram systems.
  - Replace all spray on refractory.
- Replace ash hopper firebricks with refractory.
- Boiler bank:
  - Non-destructive testing of boiler tubes and retube as needed (20% retube assumed).
  - Rebuild steam drum diverter, mud drum diffusers, and water column.
- Replace soot blower lances (x8), gear trains, and soot blower valves.
- ID fan – replace rotor.
- FD fan – replace with upsized unit.
- Under-fire fan – replace unit.
- Over-fire fan – replace unit.
- Replace all critical valves.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Report documenting results of non-destructive boiler tube tests.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

The Concessionaire will coordinate with the University the project schedule to occur during the lowest steam use to reduce natural gas costs during shutdown. Wood boiler shutdown can be done without an impact to steam customers.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $260,480 and will also include non-destructive testing on the boiler tubes.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-010

Additional Information:



Figure 1. Exposed firebrick in boiler.

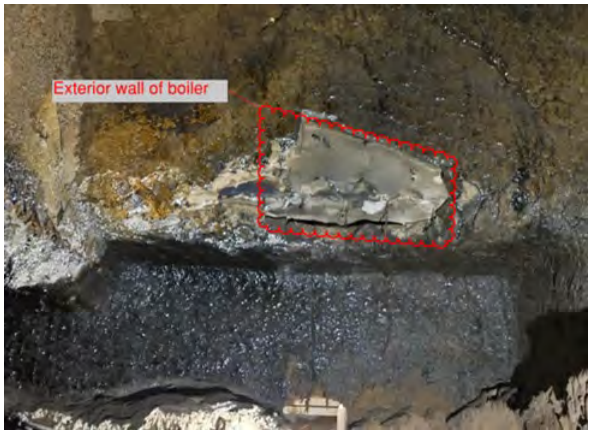


Figure 2. Refractory needs to be replaced.



Figure 2. Refractory needs to be replaced to protect boiler structure and operators.



Figure 4. Condition of boiler tubes is unknown.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,593,877.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 20% of boiler tubes will need to be replaced, dependent on results from the non-destructive testing, and (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the repair or replacement of the ash conveyance system, (ii) the repair or replacement of the air preheater,

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-010

(iii) the repair or replacement of the economizer, and (iv) the replacement of feedwater or any steam piping.

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved wood boiler efficiency reduces natural gas use during peak loads.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,549,800.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$15,000, wood fuel, natural gas, electricity. The decrease is associated with an improved efficiency of the boiler and subsystems. It is assumed a 1% decrease in wood boiler downtime and improved operations based on FY22 data.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-028

PROJECT CODE: 24/3-028

PROJECT NAME: Administration South Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually these stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

These transformers are beyond their useful life at over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. The transformers are located within the building, also posing a significant risk to the building envelope if they fail.

There is no spare transformer if there is a failure. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. Given that these transformers support a major server for campus, a failure would result in disruptions to the University's operations, research, and network across campus. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6, and 8 and minimize KPI Events.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-028

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot-style transformers currently installed on the interior of the building. Thermograph and oil test. Establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalized to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building, including UI ITS for the server shutdown. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-028

Additional Information:



Figure 1. Aged transformer and electrical equipment in Administration South Building basement.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $825,018.

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. The new transformer will allow for new O&M practices to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer is likely to be smaller and more efficient, depending on the results of the power study, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches and appurtenances, SEL-751 relay, switch operators, and microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of impacted irrigation lines (owner is University), and (iv) the restoration of vegetation (owner is University).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-028

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $810,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$400, electricity.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-029

PROJECT CODE: 24/3-029

PROJECT NAME: Art & Architecture North Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually theses stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

These transformers are beyond their useful life at over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail.

There is no spare transformer if there is a failure at the Art and Architecture North Building. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6, and 8 and minimize KPI Events.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-029

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot-style transformers currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components to establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (iii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-029

Additional Information:



Figure 1. Poor, unsafe access to Art & Architecture North Building transformer room via the tunnel network.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $804,868.

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. The new transformer will allow for new O&M practices to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient, depending on the results of the power study, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches and appurtenances, SEL-751 relay, switch operators, and microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of impacted irrigation lines (owner is University), and (iv) the restoration of vegetation (owner is University).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-029

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $790,900.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-030

PROJECT CODE: 24/3-030

PROJECT NAME: College of Natural Resources Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually theses stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

These transformers are beyond their useful life at over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. These transformers are located within the building, also posing a significant risk to the building envelope if they fail.

There is no spare transformer if there is a failure. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-030

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot-style transformers currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for the public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-030

Additional Information:



Figure 1. Aged transformers and electrical equipment in CNR basement.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $938,080.

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. The new transformer will allow for new O&M practices to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient depending on the results of the power study, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches or appurtenances, SEL-751 relay, switch operators, microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of the impacted irrigation lines (owner is University), and

(iv) the restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $921,800

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,200, electricity. It is assumed a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-031

PROJECT CODE: 24/3-031

PROJECT NAME: Hartung Theatre Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown)

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually theses stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

These transformers are beyond their useful life at over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. The transformers are located within the building, also posing a significant risk to the building envelope if they fail.

There is no spare transformer if there is a failure. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6, and 8 and minimize KPI Events.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-031

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot-style transformers currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components, establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-031

Additional Information:



Figure 1. Existing pot transformers in Hartung.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $808,226.

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. The new transformer will allow for new O&M practices to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient depending on the results of the power study, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches and appurtenances,

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-031

SEL-751 relay, switch operators, and microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of impacted irrigation lines (owner is University), and (iv) the restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $794,200.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$400, electricity.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-032

PROJECT CODE: 24/3-032

PROJECT NAME: Theophilus Tower Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (equipment is aged).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually theses stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

These transformers are beyond their useful life at over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. The transformers are located within the building, also posing a significant risk to the building envelope if they fail.

There is no spare transformer if there is a failure at the Theophilus Tower. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6, and 8 and minimize KPI Events.

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with

it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot-style transformers currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to new SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components to establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned or public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-032

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $867,556.

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. New transformer allows for new O&M to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient depending on the results of the power study, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches and appurtenances, SEL-751 relay, switch operators, and microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of impacted irrigation lines (owner is University), and (iv) the restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $852,500.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$300, electricity. It is assumed a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-033

PROJECT CODE: 24/3-033

PROJECT NAME: Physical Education Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life and safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (equipment is beyond useful life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually theses stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

These transformers are beyond their useful life at over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. The transformers are located within the building, also posing a significant risk to the building envelope if they fail.

There is no spare transformer if there is a failure at the Physical Education Building. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6, and 8 and minimize KPI Events.

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with

it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot-style transformers currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam condensate, chilled water, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components to establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-033

Additional Information:



Figure 1. Aging transformers in PEB basement.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $825,018.

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. The new transformer will allow for new O&M practices to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient depending on the results of the power study, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches and appurtenances, SEL-751 relay, switch operators, and microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of impacted irrigation lines (owner is University), and (iv) the restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-033

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $810,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$200, electricity. It is assumed a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-034

PROJECT CODE: 24/3-034

PROJECT NAME: Swimming Center Building Electrical Service Replacement

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (equipment is beyond useful life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Long term exposure to heat, vibration, and other stresses slowly break down the internal components and insulation of transformers. Eventually theses stresses create a short, resulting in damage and breakdown of the transformer. As the transformer ages the likelihood of failure increases, rising significantly once it reaches its end of life.

These transformers are beyond their useful life at over 30 years old and have no record of being tested. Multiple recent high voltage electrical failures on campus indicate that aged transformers on campus will begin failing more frequently, severely disrupting campus operations. The transformers are located within the building, also posing a significant risk to the building envelope if they fail.

There is no spare transformer if there is a failure at the Swimming Center Building. Given continued market disruptions and very long lead times (over 1 year), a failure here will likely result in an extended building shutdown with potential impacts to other buildings. The main building switch gear is the same age and should be upgraded at the same time to remain safe and resilient. Main switch gear work is beyond the contractual demarcation point and is the University's responsibility.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Mitigate a significant safety and resiliency issue.
- Modernize electrical service to building up to the point of demarcation.
- Achieve a safe arc flash condition at the primary equipment.
- Implement required O&M for a safe and reliable operation.
- Maintain Performance Standard Part V.3, 4, 6, and 8 and minimize KPI Events.

Scope of Work: This project installs a new pad mount transformer on the exterior of the building, replaces the feeders from the nearest primary switch to the building main switchgear, and upgrades the metering associated with

it. The scope of work of this Capital Improvement is:

- Provide new exterior pad-mounted transformers to replace pot style transformers currently installed on the interior of the building. Thermograph and oil test to establish baseline records.
- Provide new SEL-735 or equivalent electrical meter and integrate with all existing building meters.
- Provide new (13.2kV) concrete encased feeders from existing vault sectionalizer to new transformer. Backfill and restore surface to match existing.
- Provide new secondary feeders from new transformer to existing building electrical service.
- Connect steam and condensate, and domestic water meters to SEL-735. Replace as necessary.
- Vault work:
  - Repair damaged items in electrical vaults accessed for transformer replacements.
  - Repair any areas of water infiltration in electrical vault, provide water management system.
  - Thermograph vault components to establish baseline records.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared around public sidewalk and street traffic (safety will need to be aware of and planned for public walk area). The equipment removal will occur through grated access at sidewalk level. Arc Flash PPE required.

The Concessionaire will coordinate with the occupants and the University for the electrical shutdown of the building. Other buildings may be impacted as well.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $80,300 and will also include (i) conducting a 30-day power study to evaluate load size for transformer sizing and, (ii) the documentation of any vault damage and the development of a plan to remediate vault water issues, structural concerns, etc.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-034

Additional Information:



Figure 1. Aging transformers and electrical equipment below the swimming pool.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $825,018.

(B) Forecasted annual operations and maintenance costs: +$750. The upgraded electric meter and new vault sump will require additional O&M. The new transformer will allow for new O&M practices to be implemented, including oil sampling.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the new transformer will likely be smaller and more efficient depending on the results of the power study, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) VFI switches and appurtenances, SEL-751 relay, switch operators, and microgrid infrastructure, (ii) temporary electric generator to support building during shutdown, (iii) the disconnection/reconnection of impacted irrigation lines (owner is University), and (iv) the restoration of vegetation (owner is University).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-034

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from September 2025 to January 2026. EPC (Commiss.) occurs in February 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $810,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$250, electricity. It is assumed a 1% improvement in electrical efficiency based on historic meter data.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-035

PROJECT CODE: 24/3-035

PROJECT NAME: West Farm Primary Distribution Improvements

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (degraded overhead, electrical safety concerns). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Electric loads at the West Farm are met with an overhead 4160V electrical distribution system. This system is well beyond its useful life and failures are common, with two occurring in FY21. Currently the West Farm received power from only one overhead line, creating a single point of failure that can impact multiple buildings. This project is required to eliminate unplanned outages and meet Performance Standards and Availability KPIs.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve the safety and reliability of the Primary Electrical Distribution system at the West Farm.
- Eliminate aging overhead primary distribution infrastructure.
- Maintain Performance Standard Part V.6, 7, and 8 and mitigate negative impact to Availability KPIs.
- Established baseline condition of primary electrical components.

Scope of Work: This project removes the overhead system, moves it underground, and connects it to the campus loop. Aged pole mounted transformers would be replaced with pad mount transformers, increasing resiliency, and increasing response time. This upgrade will improve efficiency, safety, and eliminate single points of failure to reduce disruptions to West Farm operations. The scope of work of this Capital Improvement is:

- Remove overhead existing 4160V distribution including poles, transformers, conductors.
- Install new pad mount transformers, vaults, sectionalizing cabinets, duct banks, conduits, and wires for connection to the existing 13.2kV campus primary.
- Install underground 13.2kV campus primary encased in concrete at point of utility service.
- Provide secondary feeders from pad-mounted transformers to existing building electrical services and reconnect.
- Provide new SEL 735 meters on all building electrical services. Commission meters and establish data management.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-035

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) the replacement and evaluation of the building's main distribution panel and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Baseline oil samples and thermography.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit and electrical work will be developed.

The Concessionaire will coordinate with the University and Avista Utilities for electrical shutdowns.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $143,550 and will also include power studies on each building to right size transformers.

Additional Information:

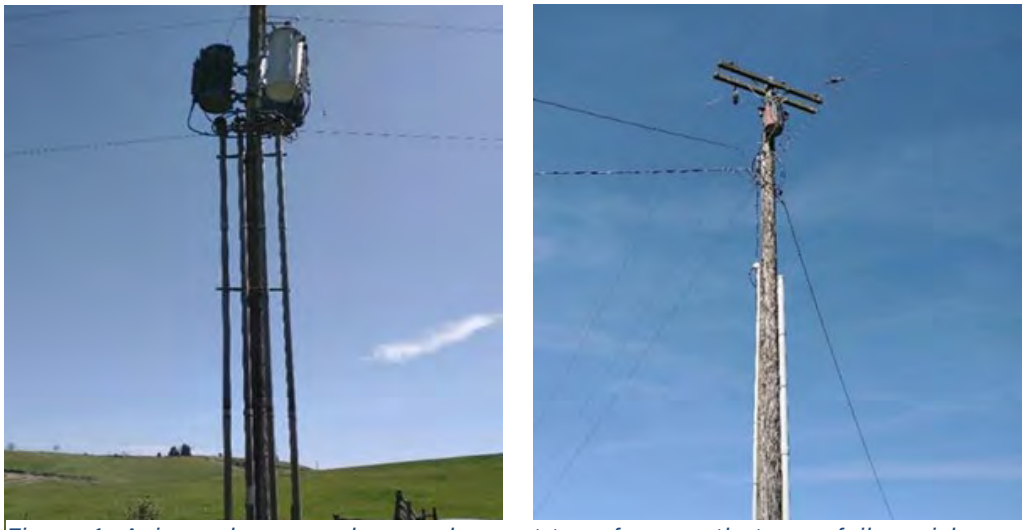


Figure 1. Aging poles, cross bars and mount transformers that pose failure risks.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-035



Figure 2. Pole leaning, risking line slap and downed lines.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $10,270,321.

(B) Forecasted annual operations and maintenance costs: +$10,000. Pad mount transformers, vaults, and meters will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) estimated lead time for equipment is 52 weeks, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iv) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) alternative power generation, such as portable generators to provide power to buildings during construction, (ii) restoration of vegetation (owner is University), (iii) modification of electrical transmission lines and equipment on Avista Utilities' lines (owner is Avista Utilities), and (iv) replacement of building main distribution panels (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from August 2025 to January 2026. EPC (Commiss.) occurs in January 2026. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-035

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $10,095,800.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. Minor efficiency increase from higher efficiency transformers and reduced distribution losses.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-042

PROJECT CODE: 24/4-042

PROJECT NAME: Backflow Assemblies Replacement at the McClure Hall

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (life safety issues due to water quality). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (single points of failure).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The backflow assemblies serving McClure Hall are not up to code as they lack redundant valves. These assemblies are aged and beginning to fail. Currently water service must be shut off to service the valves, disrupting the building's occupants. Without redundant backflow devices the building will lose domestic water service if they fail, posing a life safety risk.

Objectives: The main objectives of this Capital Improvement are:

- Replace the McClure Hall backflow assemblies to improve resiliency.
- Eliminate single points of failure.
- Bring the McClure Hall up to code.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project replaces both potable and non-potable assemblies with dual-valve systems. The scope of work of this Capital Improvement is:

- Demo and remove existing 4" backflow preventer for potable system.
- Install new 4" dual-valve backflow preventer.
- Demo and remove existing 3" backflow preventer for non-potable system.
- Install new 3" dual-valve backflow preventer.
- Replace two flow meters.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended the removal of any unnecessary bypasses to reduce O&M Costs on the University's side of the Line of Demarcation.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.

- O&M manuals.
- Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan including standard domestic water protocols will be developed.

The Concessionaire will coordinate with the University and the building's occupants for shutdowns.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $9,020.

Additional Information:

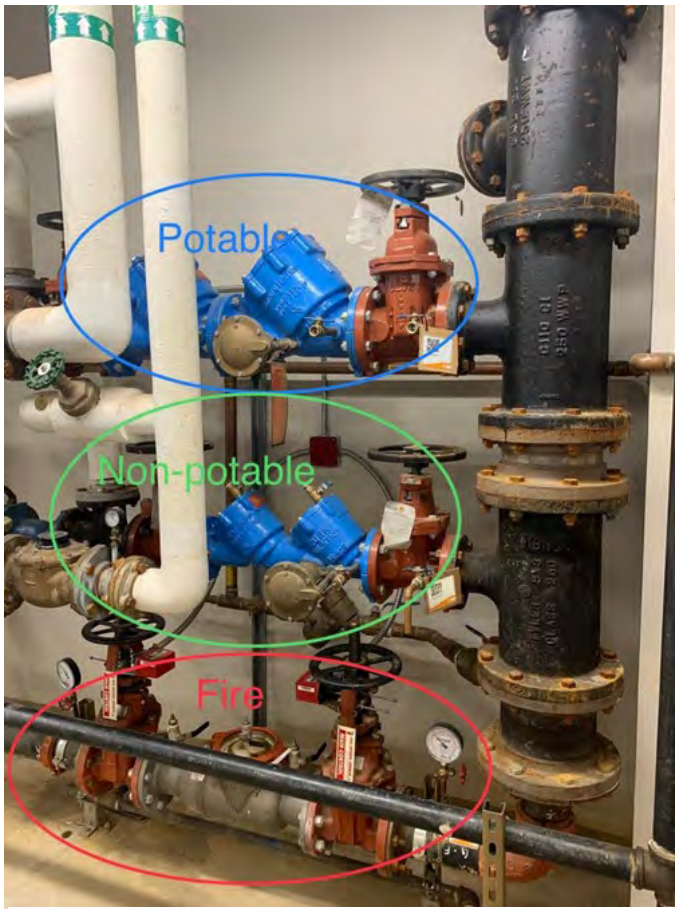


Figure 1. Backflow assemblies in the McClure Hall are not up to code.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-042

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $100,709.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) isolation valves are in operable condition, (ii) there will be sufficient clearance for additional pipework and meters, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes the replacement of isolation valves.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $99,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-021

PROJECT CODE: 24/2-021

PROJECT NAME: Chilled Water Distribution Upgrades, Phase I

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (flooding risk). The impact associated with resiliency is medium (extended outage and building shutdown).

The likelihood of these events is high (multiple joints have failed in the past).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Chilled water is distributed through miles of direct buried piping to campus buildings for cooling needs. Since the South Campus Chilled Plant (SCCP) was constructed the operating pressure of the distribution network has increased due to the height of the Thermal Energy Storage Tank. While this improves overall performance, the increased pressure has put additional stress on pre-existing pipes that were not designed for it. Design deficiencies include pipe and fitting selection not suitable for pressure levels and inadequate thrust blocks to restrict pipe movement. Multiple joints in the system have failed because of this in recent years, causing unplanned outages and flooding until repaired. Upgrades are needed across the system to improve resiliency and prevent loss of service to critical cooling loads such as research and servers. A chilled water model is needed to identify the highest pressures in the system and most likely points of failure, further safety and resiliency risks, and support campus growth. Remediation of the inadequate piping systems will likely require multiple projects.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Address design deficiencies in the chilled water distribution network.
- Mitigate resiliency issues associated with inadequate piping construction details.
- Address safety concerns associated with the physical conditions of current assets.

Scope of Work: This project provides a solution for the highest risk joints in the existing system before failure risks unplanned outages. This project's Additional Work will determine the construction plan and extent of projects required. The scope of work of this Capital Improvement is:

- Replace glued joints with flanged joints (x10).
- Provide excavation, demolition, bedding, backfill, surface restoration, etc.
- Model the Chilled Water system to identify deficiencies, restrictions, and support future growth.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-021

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Chilled water model.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A construction safety plan will be developed including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University for any chilled water shutdown to buildings as needed and for potential road and walkway closures.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $248,050 and will also include (i) the development of a chilled water system flow model, and (ii) the development of a construction plan to repair at-risk joints.

Additional Information:



Figure 1. Joint failed at the North Campus Chiller Plant in January 2021.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-021

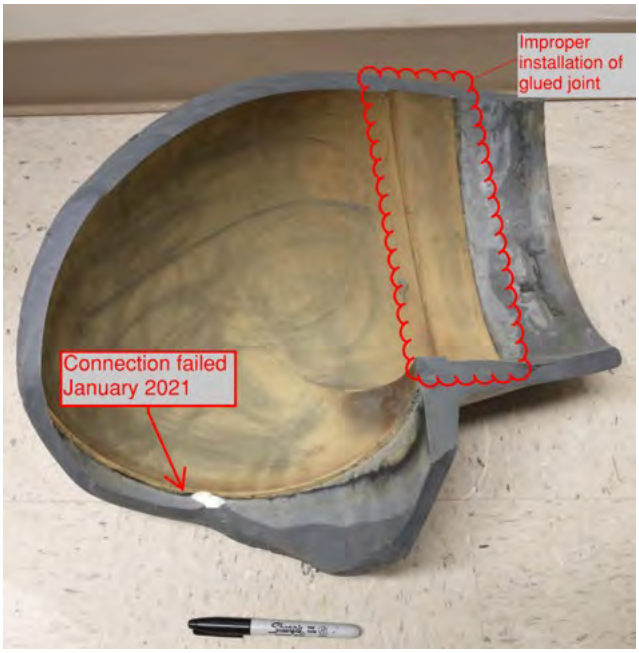


Figure 2. Failed joint not installed correctly.



Figure 3. Flanged joint installed after failure.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $965,710.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) as-builts of previous chilled water line construction projects will be available, (ii) the replacement of ten (10) 12'' joints in hardscape and softscape areas will be performed, (iii) the Additional Work and flow study may identify additional needs to be presented in a future Capital Improvement, (iv) necessary pipe sizing may change depending on the flow study, and (v) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur.

(E) Proposed schedule: EPC (Const.) extenders through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-021

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $949,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-043

PROJECT CODE: 24/4-043

PROJECT NAME: Domestic Water Line Replacement on University Avenue

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues, risk to firefighting capability). The impact associated with resiliency is high (a future failure will impact core campus).

The likelihood of these events is medium (line is aged and has failed in the past).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This domestic water line serves multiple campus buildings and allows for sections of the distribution system to be isolated as needed. At almost 100 years old, the line is well beyond its life expectancy and has failed multiple times in the past. Loss of this line creates fire and flooding risks as well as loss of services to connected customers.

Objectives: The main objectives of this Capital Improvement are:

- Replace the aged domestic water line on University Avenue from Ash Street to the Memorial Gym.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Provide for future needs of campus.

Scope of Work: This project replaces the line and upsizes it to provide for campus growth. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Abandon existing 6” piping modifications.
- Install new 8” DR18 C900 PVC water line and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.

- Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and the water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $101,640.

Additional Information:

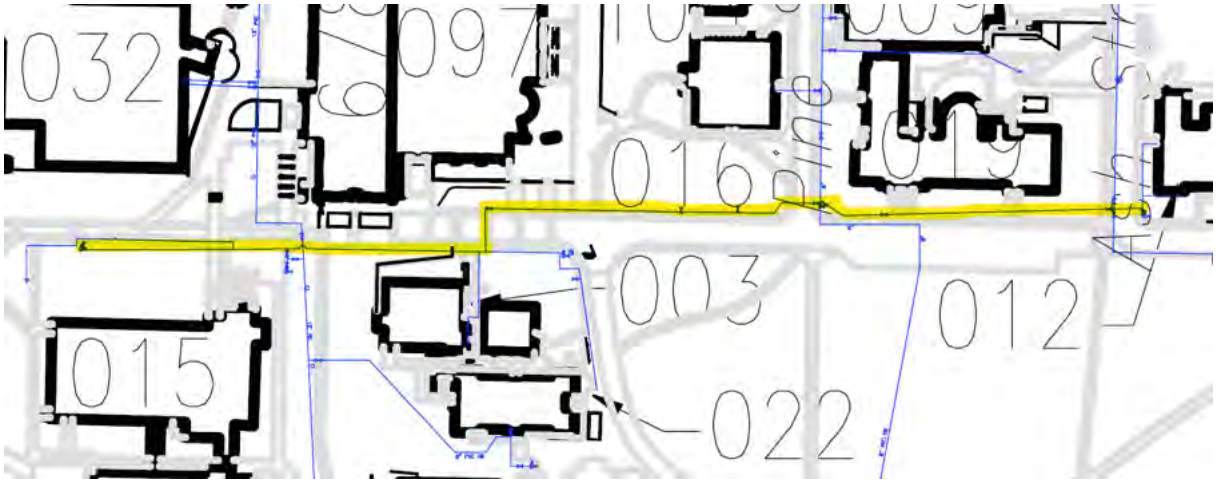


Figure 1. Map of domestic water system in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,358,484.

(B) Forecasted annual operations and maintenance costs: +$0.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-043

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the restoration of vegetation (owner is University), and (ii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,335,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-044

PROJECT CODE: 24/4-044

PROJECT NAME: Domestic Water Line Replacement to the Energy Plant

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues, health risk to building occupants due to dead-end line). The impact associated with resiliency is high (extended steam, chilled water, and turbine shutdown).

The likelihood of these events is medium (line is aged).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Energy Plant provides steam, chilled water, and compressed air to core campus buildings and is critical to campus operations. While the steam plant has a high condensate return rate back from campus, it still requires domestic water make-up for to the steam system as well as equipment such as cooling towers. The domestic water line to the building is almost 50 years beyond its useful life and needs to be replaced before collapse. Failure of this line would result in a complete shutdown of most utilities to campus buildings. Additionally, two water lines nearby are dead-ends that pose a health safety issue due to stagnant water.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve the Energy Plant's resiliency by replacing the domestic water service line.
- Improve the system's water quality by capping dead-end lines.
- Address health concerns associated with the physical conditions of the current assets.

Scope of Work: This project removes the aged domestic water line to the Energy Plant and caps the two dead-end lines. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Remove existing 8" piping modifications.
- Install new 8" DR18 C900 PVC Water Line and all appurtenances.
- Cap dead-end line at the Energy Plant's service connection.
- Cap dead-end line on the south side of 6th Street and Line Street.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-044

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and the water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University and the City of Moscow for the closing of the intersection and a potential shutdown of the Energy Plant.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $14,740.

Additional Information:

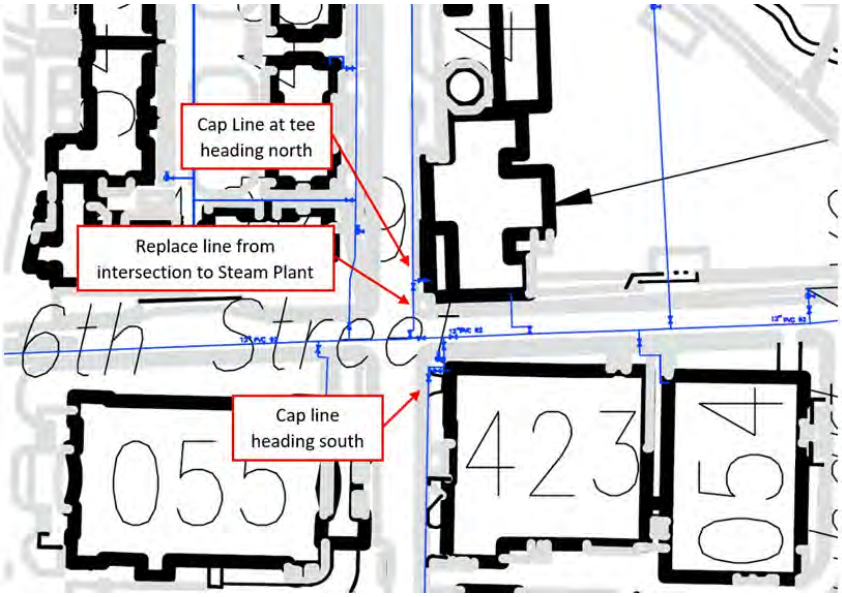


Figure 1. Map of domestic water system in affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-044

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $224,242.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the restoration of vegetation (owner is University), and (ii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $220,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-045

PROJECT CODE: 24/4-045

PROJECT NAME: Domestic Water Line Replacement to the Agricultural Science Building

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (future failure will impact building occupants and research).

The likelihood of these events is medium (line has reached its end of life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This domestic water line serves the Agriculture Science Building. At 50 years old, this line has reached its expected useful life. The line has failed multiple times in the past and leaks. Failure would result in a loss of service to the building, creating a fire and flooding risk, and potentially impacting research.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Replace domestic water line to the building.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project removes the old water line mentioned above and installs a new one. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Remove existing 4” piping modifications.
- Install new 4” DR18 C900 PVC water line and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.

- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and the water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $19,030.

Additional Information:

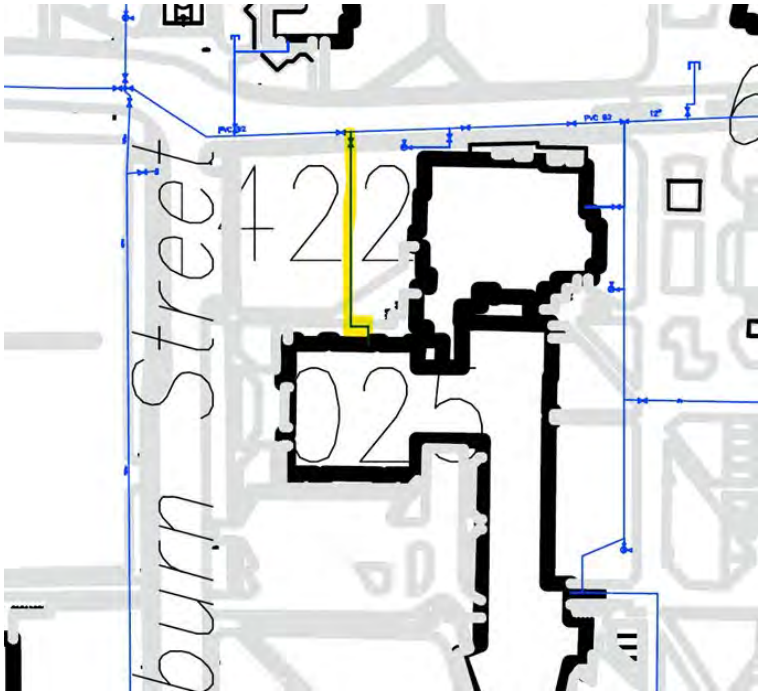


Figure 1. Map of the Domestic Water system in area with proposed work.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-045

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $273,576.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the restoration of vegetation (owner is University), and (ii) disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $268,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-046

PROJECT CODE: 24/4-046

PROJECT NAME: Domestic Water Line Replacement to the Food Research Center

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (line is well beyond its useful life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The domestic water service line to the Food Research Center supplies the facility with potable water for occupants, fire suppression, and research applications. At 78 years old, this line is well beyond its serviceable life and in need of replacement before it collapses. Its flow path is also sub-optimal, as repairs and modifications were made historically that sacrificed long term efficiency for building uptime during construction.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Replace water service line to the Food Research Center.
- Mitigate resiliency issues associated with systems well beyond their serviceable life.
- Improve O&M practices for a safe and reliable operation.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project replaces the line mentioned above and optimizes flow to the building by removing unnecessary pipe, valves, and fittings. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Remove existing 6" piping modifications (approx. 125').
- Install new 6" DR18 C900 PVC water line and all appurtenances (approx. 125').
- Remove dead-end pipe and valves.
- Install new three-way valve.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and the water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $20,790.

Additional Information:

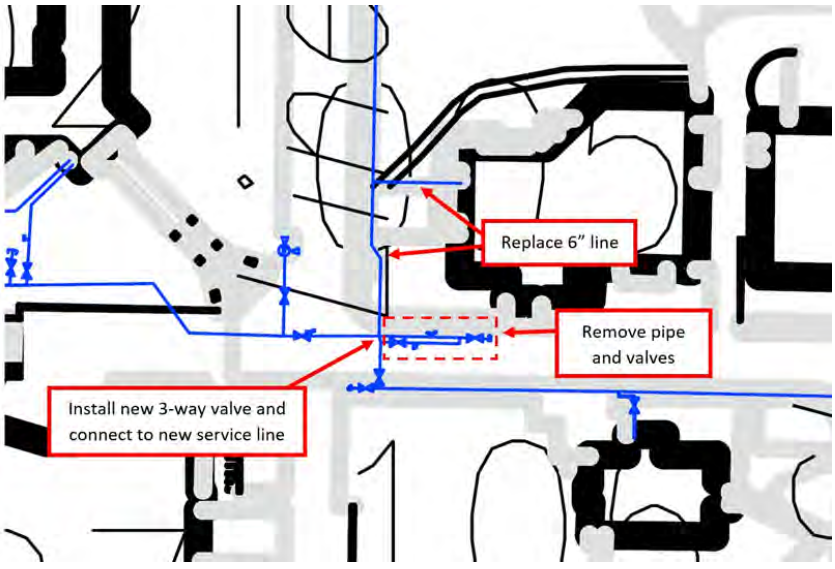


Figure 1. Map of the Domestic Water system in affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-046

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $291,515.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the restoration of vegetation (owner is University), and (ii) disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $286,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-047

PROJECT CODE: 24/4-047

PROJECT NAME: Domestic Water Line Replacement on Blake Avenue

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (health risks to building occupants). The impact associated with resiliency is high (a failure will impact building occupants).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These domestic water main lines serve as a redundant method to supply water to campus from the I Tank, while also serving the Greek Houses along Nez Perce Drive, Targhee Hall, and the South Hill Apartments. At over 70 years old, these lines are well beyond their expected useful life and need to be replaced before collapse. Failure of these lines risks the ability for the I Tank to supply campus with water and loss of service to connected buildings.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Replace the domestic water main line serving the Greek Houses and the South Hill Apartments.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project replaces the existing lines mentioned above and upgrades their size to keep up with campus growth. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Remove existing 4” piping modifications to Walenta Drive (approx. 1600’).
- Remove existing 6” piping modifications to South Hill Apartments (approx. 750’).
- Install new 6” DR18 C900 PVC water line and all appurtenances.
- Bedding and backfill.
- Construction supervision.
- Disinfection and place system in service according to Public Water System requirements.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-047

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core area of the campus and water quality will be developed. Temporary traffic and/or pedestrian accommodations will be implemented as needed. Similarly, a safe return to service and the disinfection process will be documented.

The Concessionaire will coordinate with the University for any building shutdowns and disruptions due to open pit work to allow for campus activities.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $200,860.

Additional Information:



Figure 1. Map of Domestic Water System in area with proposed work.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-047

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,653,907.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) proposed pipe sizes are contingent on the hydraulic needs of the Domestic Water system, to be confirmed by the University after project DPW21-254 is completed, (ii) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the repair or replacement of service lines to the Greek Houses or the Targhee Hall, (ii) the repair, replacement, or installation of domestic water meters, (iii) the restoration of vegetation (owner is University), and (iv) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the domestic water system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,603,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-052

PROJECT CODE: 24/6-052

PROJECT NAME: Sanitary Sewer Line Recondition at the West Farm

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (pipes are beyond life expectancy).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These lines provide sanitary sewer service to the Meats Lab, Beef Residence, Farm Ops, and other buildings on the West Farm. They are well beyond their life expectancy at over 60 years old and need to be addressed before collapse. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as slip lining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscaping.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer lines serving the West Farm.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project sliplines the existing pipes before they risk collapse and installs an additional manhole to allow for access for maintenance. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Recondition the 4” lines (approx. 950’).
- Repair one manhole at intersection of Farm Road and 6th Street.
- Install one new manhole at Farm Storage Building #1.
- Construction supervision.
- Bedding and backfill.
- Asphalt and natural surface restoration.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-052

- CCTV inspect and jet other connecting lines.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University and the buildings' occupants for the sanitary sewer shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $17,930.

Additional Information:

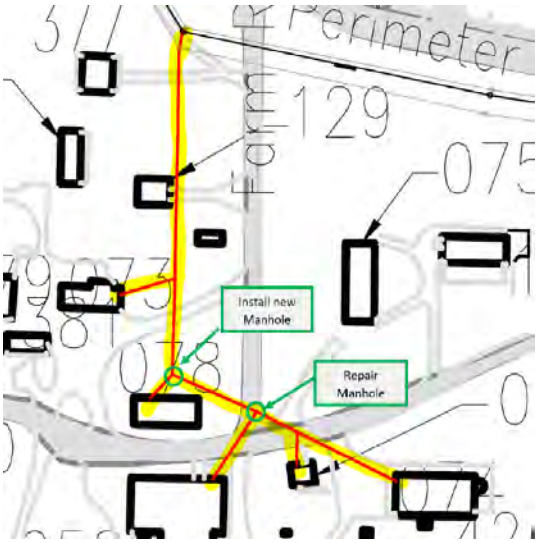


Figure 1. Sanitary Sewer system in affected area.



Figure 2. Bricks falling out at a damaged manhole.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-052

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $249,100.

(B) Forecasted annual operations and maintenance costs: +$500. New manhole will require regular cleaning and inspection.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manholes are not damaged to a point that complete replacement is required (project will be rescoped and repriced if replacement is necessary), (ii) a pre/post CCTV inspection is required, (iii) bypass pumping is required to keep campus core functions operable and it is included in the scope, (iv) traffic control and possible re-route will be required, (v) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (vi) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacement of pipes or manholes, (ii) the restoration of vegetation (owner is University), and (iii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the sanitary sewer system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $245,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-053

PROJECT CODE: 24/6-053

PROJECT NAME: Sanitary Sewer Line Replacement at the Bruce M. Pitman Center

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium (pipes are beyond life expectancy and plug regularly).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Sanitary sewer service from the Bruce M. Pitman Center comes from four points, feeding into a common line running parallel to the City of Moscow sewer line. These pipes are well beyond their life expectancy at 74 years old and need to be addressed before they collapse. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. Due to poor design and construction, the pipes are also backgraded and frequently plug, causing sewer to back up into the building.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Connect sanitary sewer service from the Bruce M. Pitman Center directly to the City of Moscow lines.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project abandons the existing parallel line and connects the building directly to the City of Moscow line at the four locations. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Install 6” DR18 C900 PVC pipe (approx. 80’).
- Install service tap and cleanouts (x4).
- Construction supervision.
- Bedding and backfill.
- Asphalt and natural surface restoration.
- Provide bypass pumping during construction.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-053

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and disruptions due to open pit work.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $19,580.

Additional Information:



Figure 1. Sanitary sewer system in affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-053

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $211,909.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) bypass pumping is required to keep campus core functions operable and it is included in the scope, (ii) traffic control and possibly re-route will be required, (iii) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (iv) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (v) workable solutions for all required coordination with University activity and the City of Moscow will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the removal of existing pipes or manholes; to be abandoned on place, (ii) restoration of vegetation (owner is University), (iii) the disconnection/reconnection of irrigation lines (owner is University), and (iv) the installation of grease traps or oil separators (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the sanitary sewer system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $207,900.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-054

PROJECT CODE: 24/6-054

PROJECT NAME: Sanitary Sewer Line Replacement at the Administration Building and Art & Architecture Building

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines provide service to many core buildings including the Administration Building, the Art & Architecture Building, and the Life Sciences (South) Building. At 75-100 years old these pipes are well beyond their life expectancy and need to be addressed before they collapse. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition sanitary sewer lines serving multiple core campus buildings.
- Install a new sanitary sewer line serving Virtual Technology & Design and Art & Architecture.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner.

Scope of Work: This project sliplines the pipes before they collapse. To address hydraulic loading issues the project also includes new lines from the Art & Architecture North Building and the Virtual Technology & Design Building. However, these new lines may conflict with long term plans of the University and preliminary coordination is needed with the University to determine if alternative pathing is necessary. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Recondition 8” pipe (approx. 300’).

- Recondition 6” pipe (approx. 460’).
- Install new 6” pipe (approx. 260’).
- Replace damaged manhole.
- Construction supervision.
- Bedding and backfill.
- Asphalt and natural surface restoration.
- Provide bypass pumping during construction.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and disruptions due to open pit work.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $39,050 and it will also include coordination with University on alternative pathing.

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CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-054

Additional Information:

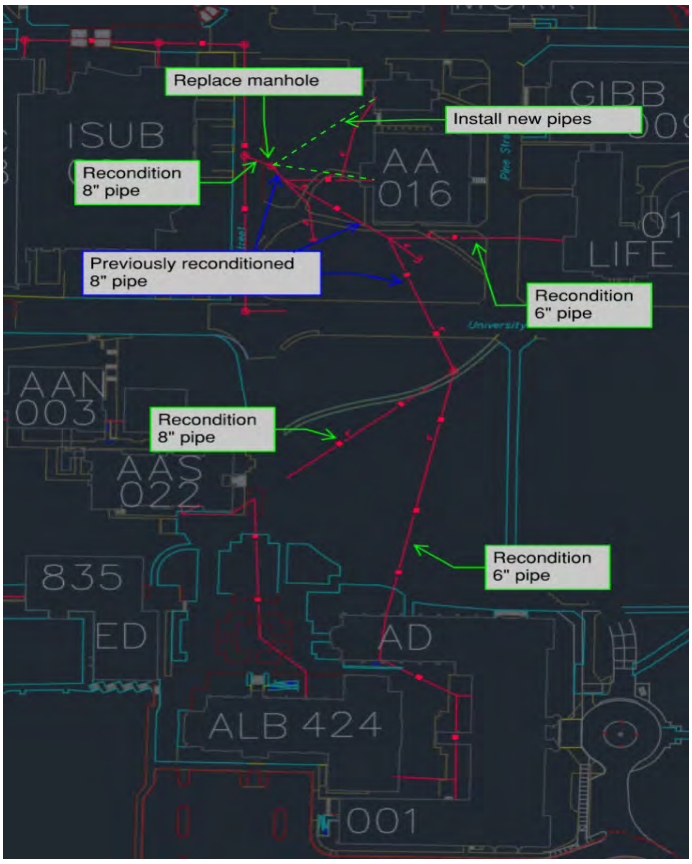


Figure 1. Sanitary sewer system in the affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $520,328.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manholes selected for reconditioning are not damaged to a point that complete replacement is required (project will be rescoped and repriced if replacement is necessary), (ii) a pre/post CCTV inspection will be required, (iii) bypass pumping is required to keep campus core functions operable and it is included in the scope, (iv) traffic control and possible re-route will be required, (v) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (vi) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vii) workable solutions for all required

coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacement of pipes or manholes except where specified, (ii) the restoration of vegetation (owner is University), and (iii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $511,500.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-055

PROJECT CODE: 24/6-055

PROJECT NAME: Sanitary Sewer Line Recondition from the Brink and Phinney Halls to the Integrated Research and Innovation Center

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (line is beyond useful life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This line provides sanitary sewer service to the Brink and Phinney Halls but is well beyond its expected life and plugs regularly, requiring frequent jetting. As pipes age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the existing sanitary sewer line from the SW corner of the Brink and Phinney Halls to the Integrated Research and Innovation Center (IRIC).
- Install a new manhole for improved access.
- Inspect nearby lines to identify future needs.

Scope of Work: This project sliplines the existing pipes before they risk collapse and installs an additional manhole to allow for access for maintenance. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Recondition the 6” line (approx. 190’).
- Install double manhole and cleanout.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-055

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University and the buildings' occupants for the sanitary sewer shutdown.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $18,150.

Additional Information:

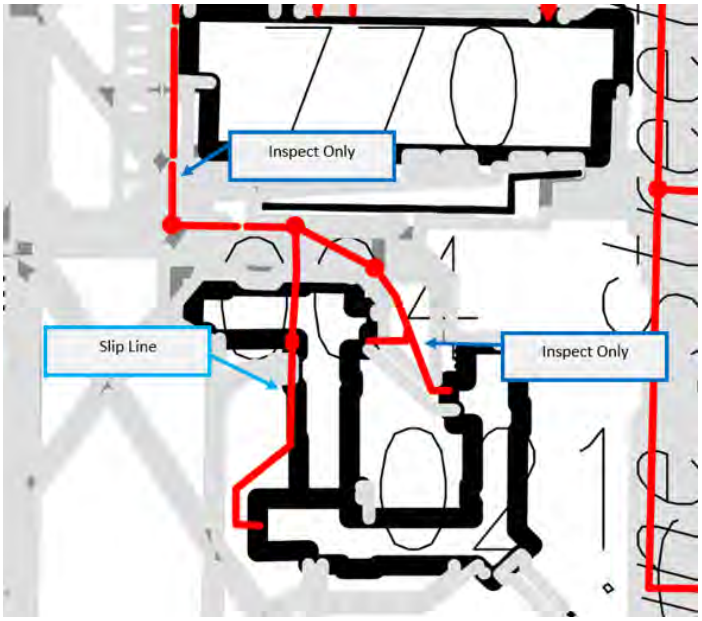


Figure 1. Sanitary sewer system in affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-055

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $194,365.

(B) Forecasted annual operations and maintenance costs: +$500. New manhole will require regular cleaning and inspection.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manhole(s) are not damaged to a point that complete replacement is required (project will be rescoped and repriced if replacement is necessary), (ii) a pre/post CCTV inspection will be required, (iii) bypass pumping is required to keep campus core functions operable and it is included in the scope, (iv) traffic control and possible re-route will be required, (v) underground construction conditions will be reasonably free of obstruction, conflict and hazardous materials that could impede completion, (vi) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (vii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacement of pipes or manholes, (ii) the restoration of vegetation (owner is University), and (iii) the disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement of the health safety and the reliability/functionality of the sanitary sewer system.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $191,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-059

PROJECT CODE: 24/7-059

PROJECT NAME: Stormwater Catch Basin and Manhole Upgrades

UTILITY SYSTEM: Storm Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (safety risks to building occupants, vehicles, and pedestrians). The impact associated with resiliency is medium (flooding occurs regularly).

The likelihood of these events is high (assets are in poor condition).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Catch basins collect stormwater runoff and direct it to the creek to prevent flooding. Manholes across campus are used to access stormwater lines for inspection and service. When these fail, it severely limits the ability of clearing plugged lines, potentially requiring excavation. Problems include collapsing walls, sinking asphalt, plugged lines, and damage to pipes. All pose safety risks to vehicular and pedestrian traffic on campus.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Replace failing stormwater catch basins and manholes.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve required O&M practices in a safe manner.

Scope of Work: This project includes major repairs and replacements for aging catch basins and manholes that are beginning to fail. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Major repair and install liners at 30 catch basins.
- Remove and replace 14 catch basins.
- Major repair and install liners at 3 manholes.
- Remove and replace 1 manhole.
- Asphalt and natural surface restoration.
- CCTV inspection and jetting.
- Construction supervision.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-059

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Materials, including asbestos, which originated prior to Closing.

A detailed safety plan covering open pit work and vehicular and pedestrian traffic will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University for building shutdowns and to avoid disruptions associated with open pit work.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $141,130 and will also include conducting a CCTV inspection and jetting.

Additional Information:



Figure 1. Catch basin on Campus Drive.



Figure 2. Catch basin on Rayburn Street.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-059



Figure 3. Catch basin on Perimeter Drive.



Figure 4. Catch basin at the South Hill Apartments.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,863,576.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) the repair or replacement of pipes, and (ii) the restoration of vegetation (owner is University).

(E) Proposed schedule: Dates may vary.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-059

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: This Capital Improvement will improve campus' safety and stormwater system's resilience. Stormwater quality will be improved.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,830,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-060

PROJECT CODE: 24/7-060

PROJECT NAME: Stormwater Line Installation from the Wallace Residence Center to Paradise Creek

UTILITY SYSTEM: Storm Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (physical and life safety issues). The impact associated with resiliency is medium (extended outage and building shutdown).

The likelihood of these events is high (excessive hydraulic lading).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This stormwater system removes stormwater from areas of campus including the J.W. Martin Lab, the ICCU Arena, and the Wallace Residence Center. However, the current system is not designed to handle the current loads, causing flooding in the area regularly.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Increase stormwater capacity to reduce flooding and reduce stress on the existing system.
- Inspect nearby lines to identify future needs.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Change assets in order to achieve the required O&M practices in a safe manner, improve reliability and stormwater quality.

Scope of Work: This project installs a new line from the northwest corner of the Gooding Wing to Paradise Creek. The new line will reduce the hydraulic loading on the existing system by improving flow, extending the useful life of the connected lines. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Install new 24" HDPE pipe (approx. 290').
- Install new 24" outfall valve at Paradise Creek.
- Bedding and backfill.
- Construction supervision.
- CCTV inspect and jet other connecting lines.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-060

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University for a possible shutdown of Paradise Creek Street and Stadium Drive.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $31,570 and it will also include conducting a CCTV inspection and jetting of other connecting lines.

Additional Information:

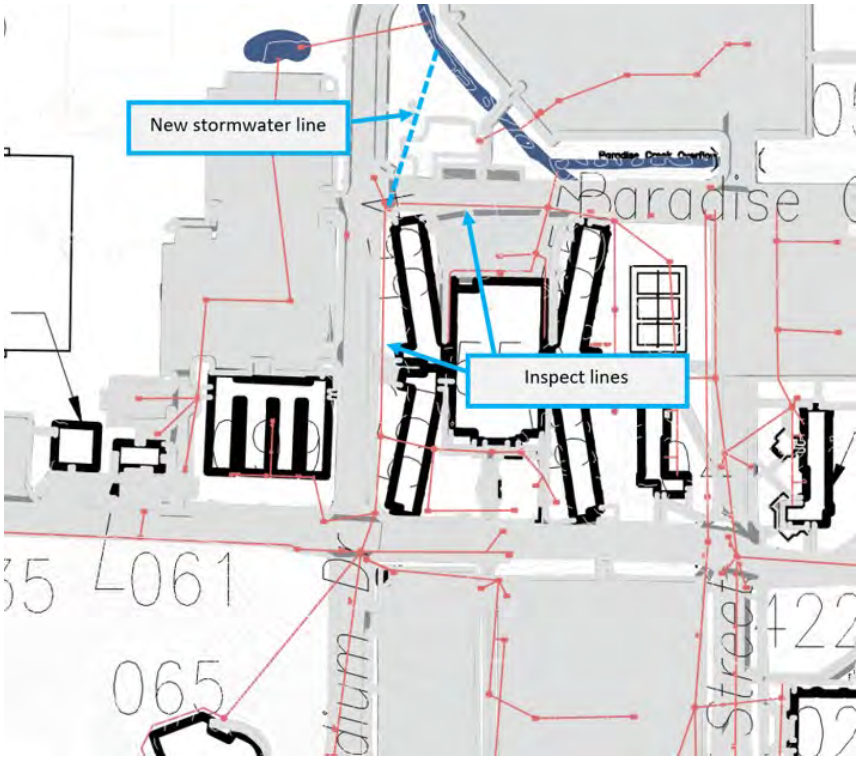


Figure 1. Stormwater system in the affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-060

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $346,961.

(B) Forecasted annual operations and maintenance costs: +$1,000. New pipe will require regular cleaning, jetting, and inspection. Outfall testing as required by MS4 stormwater permit.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) underground construction conditions will be reasonable free of obstruction, conflict, and hazardous materials that could impede completion, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) reconditioning or replacement of connecting lines, and (ii) restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Commiss.) occurs in February 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: This Capital Improvement will improve campus' safety and stormwater system's resilience. Stormwater quality will be improved.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $341,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-061

PROJECT CODE: 24/7-061

PROJECT NAME: Stormwater and Sanitary Sewer Major Repairs on Nez Perce Drive

UTILITY SYSTEM: Storm Water and Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (physical and life safety issues). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is high (lines are aged and plugged).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These stormwater and sanitary sewer lines are aged and in poor condition, with frequent failures. The sanitary sewer line on Nez Perce suffers from many root penetrations as well. It most recently plugged in September 2021. The stormwater lines in the area have been plugged since the eruption of Mount St. Helens in 1980. These issues leave Nez Perce at risk for flooding and cause slippery conditions for pedestrians in poor weather. Their eventual collapse will risk loss of service to connected buildings and potential building flooding damage.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer line on Nez Perce Drive serving the President's house and the Golf Course.
- Inspect nearby sanitary sewer and stormwater lines to identify future needs.
- Change assets in order to achieve the required O&M practices in a safe manner and maintain reliable and effective service for both the stormwater and sanitary sewers.

Scope of Work: This project proposes reconditioning the sanitary sewer line and clearing the restoring function to the stormwater line via jetting, reconditioning, or replacement, dependent on the results of the Additional Work. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Slip line the 6" sanitary sewer line on Nez Perce Drive (approx. 1,600').
- Bedding and backfill.
- CCTV inspect and jet parallel stormwater on Nez Perce Drive (approx. 3,400').
- CCTV inspect and jet other connecting lines.
- Construction supervision.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-061

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work in a core campus area, and vehicular and pedestrian traffic (including temporary accommodations) will be developed. Similarly, a safe return to service will be documented.

The Concessionaire will coordinate with the University and building occupants for any shutdowns, as well as for the potential need for parking space closures along Nez Perce Drive.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $25,740 and will also include conducting a CCTV inspection and jetting.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-061

Additional Information:

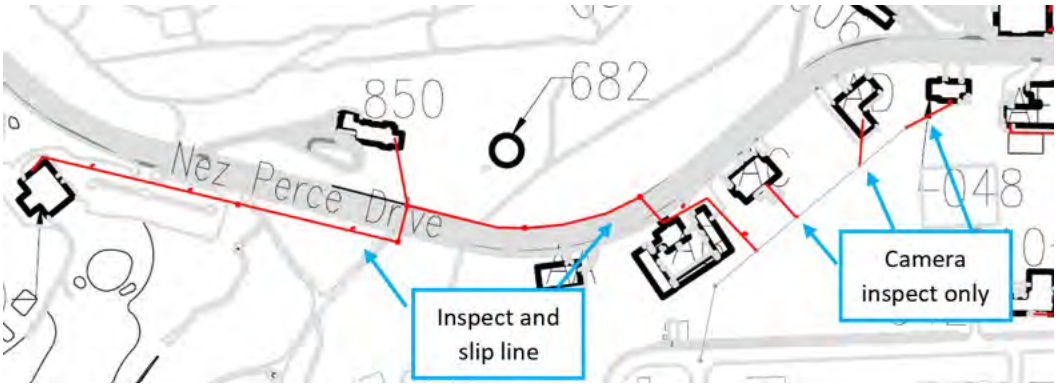


Figure 1. Sanitary sewer lines in affected area.

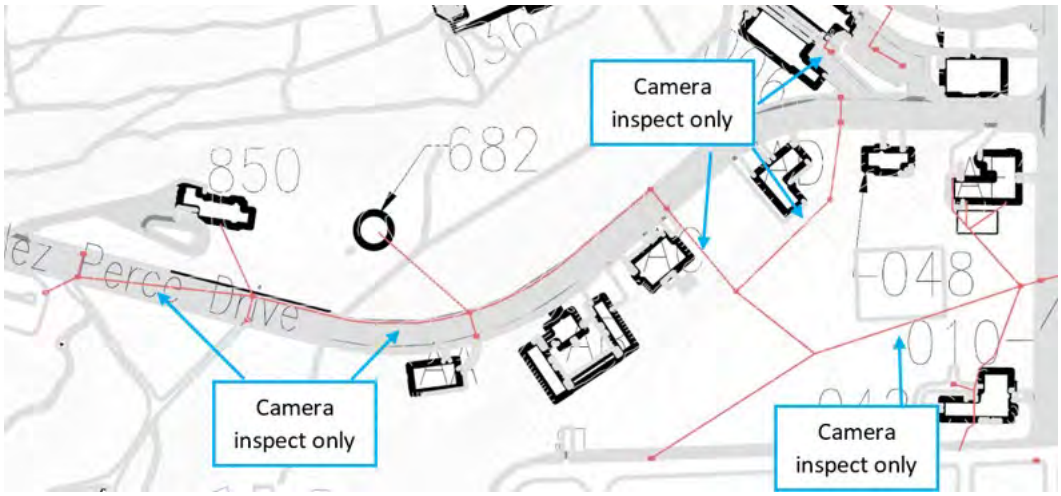


Figure 2. Stormwater lines in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $264,731.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes, catch basins, and manholes will be able to be reconditioned and replacement will not be needed (project will be rescoped and repriced as necessary), and (ii) efforts will be taken to minimize damage to surrounding trees and vegetation but impacts may occur. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) replacement of pipes, (ii) restoration

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-061

of vegetation (owner is University), and (iii) disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: This Capital Improvement will improve campus' safety and stormwater system's resilience. Stormwater quality will be improved. Sanitary sewer operation is critical to public health and to prevent environmental contamination.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $259,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-036

PROJECT CODE: 24/3-036

PROJECT NAME: Primary Electric Switch Upgrades

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is medium (impacting critical loads on campus).

The likelihood of these events is high (grid disruptions increasing in frequency).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Campus is served by two Avista 13.2KV services with pole mounted fuse disconnects. This type of utility service is antiquated and substandard for a campus of this complexity. The 24/7 nature of a campus with residents, research, and critical systems demands a modernized primary electrical service. Failure at either of the two points of service will result in widespread electrical outages for campus that requires a manual process to address. Additionally, future microgrid and generation projects at the University will require that the point of service switching is upgraded.

In the past year, multiple Avista related incidents have caused damage to key utility assets: a thunderstorm caused an electrical failure on a chiller at the South Campus Chiller Plant, a transformer failure caused damage to Well 3, and a series of power bumps caused electrical damage to the disinfection system of the Reclaimed Water plant. Each one of these compromised the ability to produce and distribute utilities on campus.

The root cause of the various power disruptions are unknown, however considering the global supply chain issues it is likely that disruptions will continue and potentially worsen into the future, with time to restore service also increasing. Measures need to be taken on campus to protect critical utility assets, research, and other high cost equipment from future power quality problems.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- This project improves the safety and reliability of the Primary Electrical Distribution system and is necessary to maintain Performance Standard Part V.6, and 8 by replacing antiquated manual switching and reducing the amount of overhead electrical service.
- Upgrade the Primary Switching at two points of service from Avista to make these critical switching locations modern and capable of handling microgrid interconnection issues such as back feed protection.
- Coordinate requirements, construction, cost, and ownership with Avista.
- Re-establish primary electric metering and data management after implementation.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-036

- Upgrade the primary electrical conductors at the points of service to the first sectionalizer.

Scope of Work: This project modernizes the electrical service from Avista at both the East and West point of service. This modernization will move the campus toward a more durable utility situation and will help mitigate the risks associated with widespread outages.

This project proposes modification to the primary points of presence with Avista by installing protective relays to protect campus infrastructure from power quality issues such as voltage sags, voltage spikes, over-current, phase loss, or over/under frequency. This will have the added benefit of extending the life of electrical equipment across campus and may reduce peak demand charges from Avista. No passive or active harmonic filtration or power factor correction equipment is included at this time.

The scope of work of this Capital Improvement is:

- Remove overhead existing 12.3 kV distribution including poles and switches serving the East and West Feeds.
- Provide new 13.2 kV, pad-mounted, motor operated switches with protective relays.
- Reinstall and commission SEL metering at East and West Avista points of service.
- Backfill and restore surface to match existing.
- Start-up, test, and commission new equipment.
- Coordinate with Avista to install point of service equipment that meets interconnectivity requirements.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit and electrical work will be developed.

The Concessionaire will coordinate with the University for any interruptions to campus services.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $130,240 and will also include (i) 30% electrical design to obtain pricing, (ii) a power quality study at both interconnection points to determine power quality issues, (iii) coordination with the University for electrical gear locations, and (iv) coordination with Avista Utilities on scope, ownership, operation, and potential cost sharing of this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-036

Additional Work of this project includes an evaluation of the electrical meter data available for the two primary feeds to determine the appropriate equipment and scope of work to protect campus. Project pricing and scope will be modified based on the evaluation. Further work and coordination with Avista is necessary for potential cost sharing, identifying ownership, etc. which will be part of the Additional Work and development stages.

Additional Information:

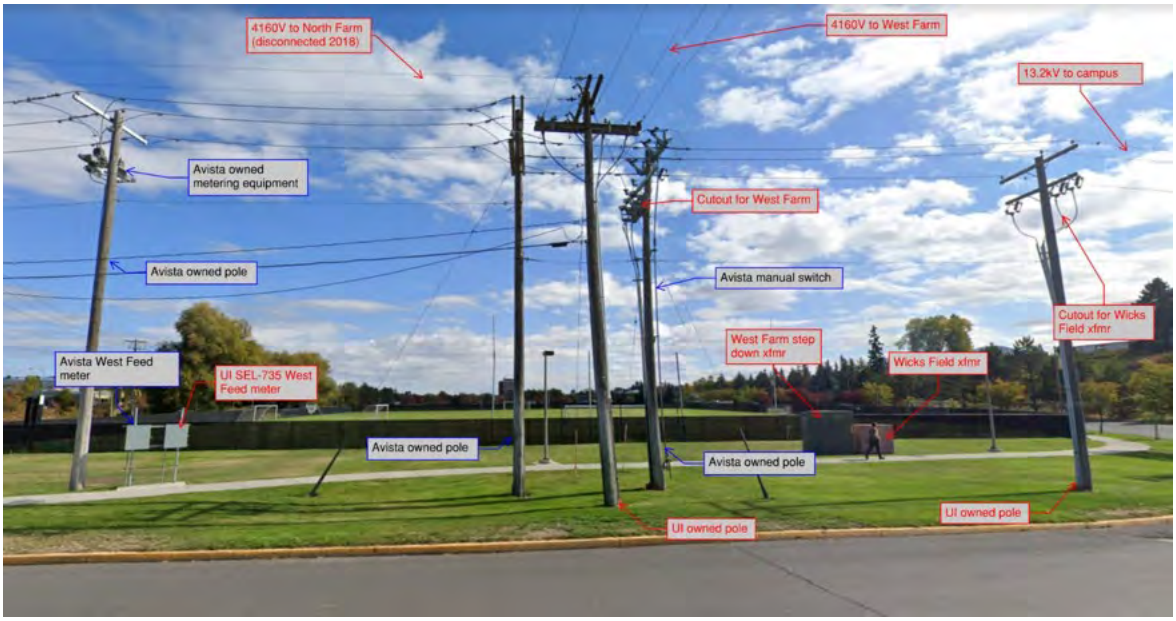


Figure 1. West campus utility feed, mechanical switching, and overhead distribution.



Figure 2. East campus utility feed.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-036

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,700,658.

(B) Forecasted annual operations and maintenance costs: + $5,000. Motor operated switches will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) no passive/active harmonic filtration or power factor correction equipment will be needed as a result of the power quality study (if needed, project will be rescoped and repriced), (ii) coordination with Avista will result in costs incurred to develop this project, (iii) Avista will require upgraded switching/controls for on-campus generation interconnection, (iv) Avista will participate in scoping and cooperate on ownership/cost issues, (v) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, and (vi) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) passive/active harmonic filtration or power factor correction equipment, (ii) temporary electric generators to support buildings during shutdown, and (iii) primary electrical service repair/replacement on Avista Utilities owned equipment.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,657,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: Negligible, electricity. Potential peak demand charge reduction, savings unknown until new equipment is in operation.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-013

PROJECT CODE: 24/1-013

PROJECT NAME: Emergency Generator at the Energy Plant

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (loss of heat in winter). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The emergency back-up generator is critical for providing power to the Energy Plant during total electrical outages. At 180 kW it is too small to support much of the electrical load of the building, creating a slow response time to power outages as systems are brought online one by one to ensure the generator doesn't trip. Most of these systems are 26 years old and beyond their serviceable life.

Though the turbines are expected to provide power during an Avista outage, the generator is still necessary to provide "black start" functionality if there is an outage while the turbines are offline. Each of the subsystems addressed is critical for the successful operation of the Energy Plant during such an outage. Without power there would be a complete steam and compressed air loss to campus buildings. Modernizing the generator and connecting to the Energy Plant microgrid will provide for an automatic start-up and synchronization with the turbines, reducing potential interruptions to plant operations or campus when power from the utility is lost or restored.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade the generator to provide "black start" capability.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns associated with the physical conditions of current assets.

Scope of Work: This project upgrades the system by upgrading the aging generator and electrical components, and connecting them to the microgrid. The generator will be sized to support B Boiler, as its response time is shorter than the wood boiler, and it will take less electrical power to bring B Boiler online. Once there is enough steam from B Boiler to spin up a turbine, the turbine will take over the full load of the building. At that point the operations team will bring the wood boiler online.

The scope of work of this Capital Improvement is:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-013

- Remove the existing generator, fuel storage tank, ATS, and emergency panel 'X'.
- Install a new 208V, 3-phase, 300 kW diesel generator with 24-hour belly tank on the exterior of the building.
- Install new ATS and emergency panel to support electric loads of the natural gas boilers.
- Upgrade the emergency electrical system and connect to the microgrid controls.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the construction schedule during summer hours to reduce impacts to the Energy Plant parking lot.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $82,170 and will also include the provision of a power study for proposed emergency generator circuits.

Additional Information:



Figure 1. Aged generator at the Energy Plant.



Figure 2. Existing fuel tank to be removed.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-013

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $779,964.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) work can be done without shutting down the Energy Plant, and (ii) suitable space is available outside the building for the new generator. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) any repairs or upgrades to the electrical system outside of the emergency circuit, and (ii) any repair or replacement of electrical systems not specified.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Minor impact from larger diesel generator's fuel consumption.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $766,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-015

PROJECT CODE: 24/1-015

PROJECT NAME: Utility Tunnel Upgrades

UTILITY SYSTEM: Steam and Condensate, Chilled Water, Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (severe physical and life safety issues). The impact associated with resiliency is high (extended utility outages and building shutdowns).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The utility tunnel network is critical for distributing utilities across campus including steam, chilled water, high voltage power, natural gas, and IT/telecom. The systems within the tunnels that remove water and keep operators and pedestrians safe are critical for preventing flooding damage to utilities and the tunnel walls as well as reducing the risk of severe life safety hazards such as electrocution or natural gas leaks. Many of these components are not suited for the environment or are at the end of life and are in need of upgrades. The existing sump pumps are not rated for high temperature water and fail often. Much of the racking used to support pipes is heavily damaged from rust and corrosion over time, posing a safety and resiliency risk. Lighting systems are inadequate, causing unsafe conditions.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Extend the useful life of the tunnel system by implementing effective water management to reduce water intrusion damage.
- Mitigate resiliency issues by replacing damaged/inadequate utility racking.
- Address safety concerns presented by the physical condition of existing tunnel systems.
- Prevent unplanned outages by replacing degraded iron pipe with copper.

Scope of Work: This project upgrades the systems within the tunnels described above, that remove water and keep operators and pedestrians safe. The scope of work of this Capital Improvement is:

- Conduct thorough assessment to provide water management, racking, lighting, and piping improvements throughout the tunnel system.
- Replace sump pumps with high temperature pumps and standardize (x10).
- Convert remaining lights to LED.
- Replace damaged utility racking.
- Upgrade corroded iron compressed air pipes to Type K copper.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended

that UI ITS identify and remove any abandoned and damaged IT/Telecom lines in construction areas.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University and the buildings' occupants for any potential utility shutdowns.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $58,960 and will also include a tunnel investigation to identify exact quantities of light fixtures, damaged racking, and length of iron pipe.

Additional Information:

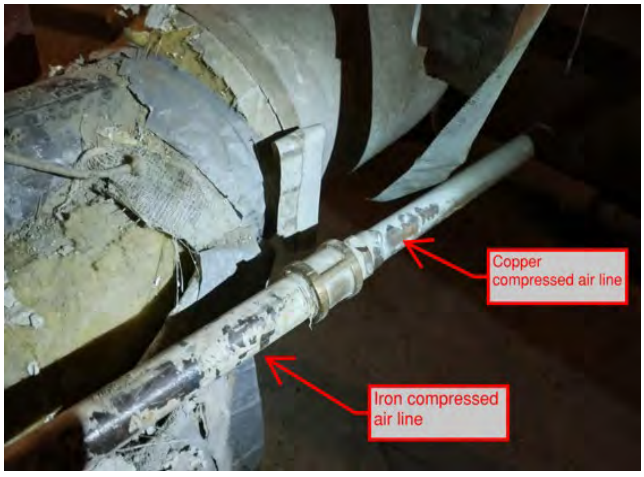


Figure 1. Iron compressed air lines need to be removed.



Figure 2. Sump pumps are failing.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-015



Figure 2. Fluorescent lights still in use.

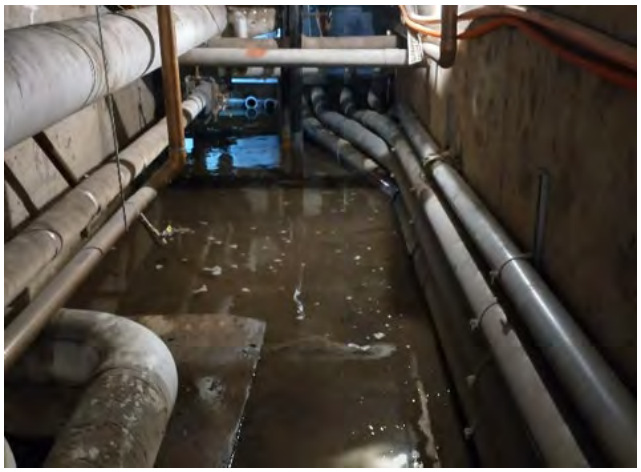


Figure 4. Flooding due to failed sump pump near high voltage power.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,920,151.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 25% of lighting still needs to be converted to LED, 5% of utility racking requires replacement, 300' of iron pipe requires replacement, and (ii) utility racking will be able to be repaired or replaced without shutting down utility service. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacement of existing LED lighting, and (ii) the demolition and disposal of abandoned utilities.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Minor improvement from more efficient electrical loads and extended useful life of the tunnel system.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-015

(G) Anticipated tax credits or other benefits: Potential Avista Utilities' Schedule 90 rebate program.

(H) Fee or charge payable to the Operator: $1,892,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. The reduction from lighting energy savings will be offset by operational sump pumps.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-067

PROJECT CODE: 24/2-067

PROJECT NAME: Chilled Water Capacity Upgrade at the North Campus Chiller Plant

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (minimal physical and life safety issues). The impact associated with resiliency is high (extended chilled water outages and risk to critical spaces).

The likelihood of these events is low (equipment is at end of life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The North Campus Chiller Plant (NCCP) is critical for supplying chilled water to the campus buildings. The NCCP is co-located with the Energy Plant as the absorption chillers use steam as their heat source, significantly improving the wood boiler's summer performance. This allows the University to generate chilled water at a lower cost than using electric chillers. The chillers and cooling towers at NCCP are well beyond their serviceable life and in need of replacement. Both chillers are operating at a reduced capacity (approx. 50%) and their cooling towers are heavily scaled, reducing performance. Neither the cooling towers nor pumps were sized for their respective chillers, limiting the plant's ability to keep up with campus demands. Loss of these components at the NCCP impacts campus operations by triggering potential load shedding, while also increasing Supply Costs to the University when electric chillers need to be brought online to make up for the loss in capacity.

The existing space used by NCCP was never designed or intended to support chilled water production. Currently, major equipment is installed across three levels within the Energy Plant itself, leading to operational inefficiencies and difficulty replacing equipment. There is no room to expand the plant with additional chillers without relocating. Since every major piece of equipment at the NCCP needs to be replaced, it may be more beneficial to the long term goals of the University to construct a new chilled water plant to the east of the Energy Plant.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance and operating efficiency.
- Increase chilled water capacity.
- Mitigate resiliency issues associated with system beyond their serviceable life.
- Provide N+1 redundancy to winter cooling season.

Scope of Work: This project upgrades the plant with new chillers, cooling towers, and pumps to improve performance, efficiency, resiliency, and total capacity. An indoor basin will be installed for the cooling towers to

allow for operation during winter, providing redundancy to the McClure Chiller Plant, as well as a common header for the condenser loop to provide redundancy to the cooling towers. Since McClure is the only source of chilled water in the winter, adding redundancy reduces the likelihood of a complete shutdown and loss to critical servers and research if a failure occurs. Like-for-like chiller replacements are proposed, however larger capacity chillers will be investigated in the Additional Work.

The Additional Work of this project includes a facility condition assessment to determine the feasibility of continuing operations of the NCCP in its current location. Coordination with the University will be necessary at this stage to determine the feasibility of constructing a new plant and potentially present a new Capital Improvement.

The scope of work of this Capital Improvement is:

- Re-pipe condenser loop for cooling towers to operate on a common header.
- Install an indoor basin to allow for cold weather operation.
- Replace primary and secondary chilled water pumps and VFDs (x5).
- Replace single-effect absorption chillers (x2).
- Replace cooling towers (x3).
- Upgrade controls and monitoring.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Facility condition assessment.
  - Chilled water model.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A safety plan, including accommodations around the public sidewalk and the road, will be developed.

The Concessionaire will coordinate with the University for potential chilled water disruptions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $380,050 and will also include a (i) Chilled Water system loop modeling and heat transfer analysis to determine the necessary capacity, loop constraints, and optimize loop efficiency, and (ii) a facility condition assessment of the NCCP.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-067

Additional Information:



Figure 1. Exterior of the NCCP.



Figure 2. The NCCP's pumps installed in basement. Space is limited, reducing the ability to maintain equipment properly.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-067

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $12,489,269.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pricing is based on upgrades to the existing location, (ii) lead times will not impact schedule, and (iii) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) the construction of a building to support new equipment, (ii) structural modifications to the existing building to support new equipment, (iii) the repair, replacement, or upgrade to the electrical service, and (iv) the replacement or upgrade to the underground chilled water piping.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $12,300,200.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. New equipment will likely be more efficient.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-068

PROJECT CODE: 24/6-068

PROJECT NAME: Sanitary Sewer Service Lines Recondition on 6th Street

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some low safety risks from sanitary sewer). The impact associated with resiliency is high (extended outage and building shutdown).

The likelihood of these events is low (lines are aged, J.W. Martin Lab has regular issues based on occupant behavior).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The sanitary sewer lines serving the Engineering Annex, Environmental Health & Safety (EHS), Agricultural Education, and the Palouse Research, Extension and Education Center (PREEC) Greenhouse buildings on Sixth Street are all aged and either beyond or approaching their life expectancy (the oldest of which is 57 years old). As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the pipe collapses, the University will see significant cost savings and less disruption, as there is minimal trenching needed. Waiting to replace the pipe could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area, on top of the unanticipated disruption to occupants.

The services lines for J.W. Martin Lab are in poor condition due to unauthorized dumping from building occupants. It was also not constructed correctly and has low spots, or “bellies”, in it, which cause poor flow rates and makes it more likely that sewer will back up into the building. Further, the 4” lines are too small and not maintainable due to the lack of access.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition and upgrade existing sanitary sewer lines on several buildings located on 6th Street.
- Upsize and redesign J.W. Martin Lab services lines to address issues.
- Inspect nearby lines to identify future needs.

Scope of Work: This project includes jetting, inspection, and reconditioning of the sanitary sewer lines serving the Engineering Annex, EHS, Agricultural Education, and the PREEC Greenhouse buildings. This project also removes the entire service for the J.W. Martin Lab, upgrades the common sections to 6”, and installs a manhole and cleanouts so that scheduled maintenance can be performed. The scope of work of this Capital Improvement is:

- Engineering Annex, EHS, and Agricultural Education:
  - Asphalt and natural surface demolition and restoration.
  - Bypass pumping.
  - Recondition 4" pipe (approx. 310').
  - Construction Supervision.
  - Pre-cleaning and CCTV inspection.
  - Post-cleaning and CCTV inspection.
- PREEC Greenhouse buildings:
  - Asphalt and natural surface demolition and restoration.
  - Bypass pumping.
  - Recondition 6" pipe (approx. 370').
  - Construction Supervision.
  - Pre-cleaning and CCTV inspection.
  - Post-cleaning and CCTV inspection.
- J.W. Martin Lab:
  - Asphalt and natural surface demolition and restoration.
  - Bypass pumping.
  - Demolition and removal of 4" pipe (approx. 430').
  - Installation of 4" service lines (approx. 100').
  - Installation of 6" pipe (approx. 340').
  - Recondition 6" pipe (approx. 50').
  - Install double cleanouts (x8).
  - Install one new manhole.
  - Construction Supervision.
  - Pre-cleaning and CCTV inspection.
  - Post-cleaning and CCTV inspection.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- CCTV inspection report.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and

traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $44,330 and will also include a CCTV inspection and jetting.

Additional Information:

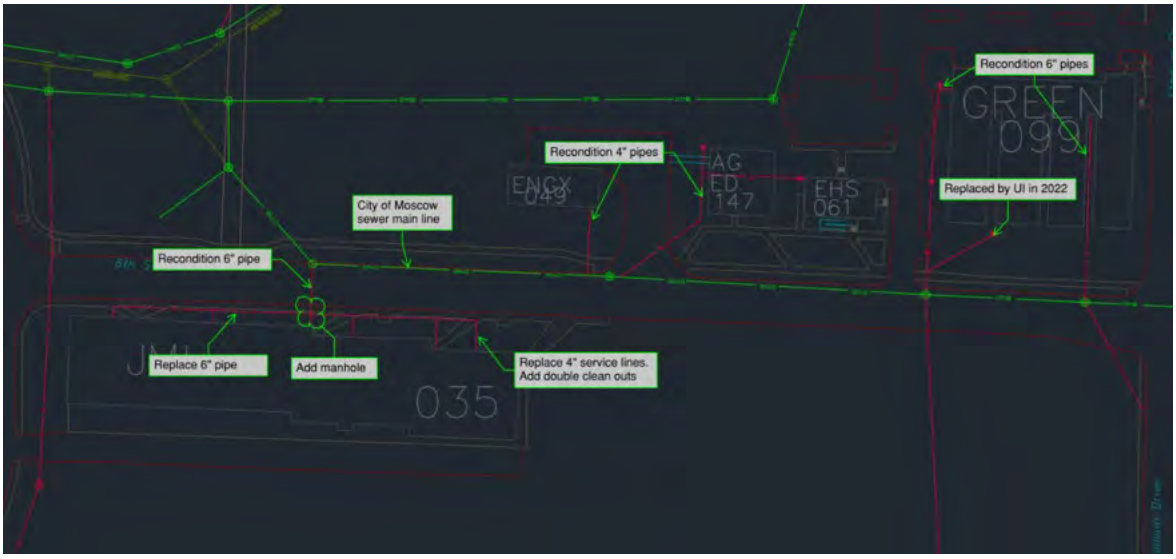


Figure 1. Utility map of area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $793,429.

(B) Forecasted annual operations and maintenance costs: +$620. New manhole and clean outs will allow for new O&M practices to be implemented, including jetting and camera inspections every 5 years.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) Engineering Annex, EHS, Agricultural Education, and PREEC Greenhouse buildings' sanitary sewer service lines will be able to be reconditioned and replacement will not be needed, (ii) vegetation will be restored with like for like replacements at the direction of UI Landscaping, (iii) lead time uncertainty will not affect construction schedule. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) disconnection/reconnection of irrigation lines (owner is University), (ii) inspection, reconditioning, or replacement of City of Moscow sanitary sewer lines (owner is City of Moscow), (iii) maintenance of newly planted vegetation post construction (owner is University), and (iv) installation or repairs

of grease/oil separators or other equipment (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $779,900.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-069

PROJECT CODE: 24/6-069

PROJECT NAME: Sanitary Sewer Line Recondition on Perimeter Drive

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some low safety risk from sanitary sewer). The impact associated with resiliency is medium (extended outage and building shutdown).

The likelihood of these events is low (line has reached its end of life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the north and south concourses of the Kibbie Dome, the Facilities Services complex, and the South Campus Chiller Plant. These pipes are aged at over years old and are beyond their life expectancy. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing the proposed work before the pipe collapses, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area. It is recommended that Capital Improvement 24/6-077 Sanitary Sewer Recondition from West Kibbie Dome to Perimeter Drive be bundled with this project to minimize costs and timeline.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the existing sanitary sewer lines on the west side of the Kibbie Dome.
- Inspect nearby lines to identify future needs.

Scope of Work: This project reconditions the pipes and manholes mentioned above to extend their useful life. The project also includes cleaning and inspecting the Poultry Hill sanitary sewer service lines to assess their condition and readiness for future needs but does not include reconditioning since the only occupied building is being demolished. These pipes will be reconditioned or replaced at a later date, depending on the University's future needs for the site. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Bypass pumping.
- Recondition 8'' main line (1350').
- Repair and install manhole liners (x6).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-069

- Construction supervision.
- Pre-cleaning and CCTV inspection.
- Post-cleaning and CCTV inspection.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $23,320 and will also include conducting a CCTV inspection and jetting along Perimeter Drive (1,350') and the service line for Poultry Hill (450').

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-069

Additional Information:

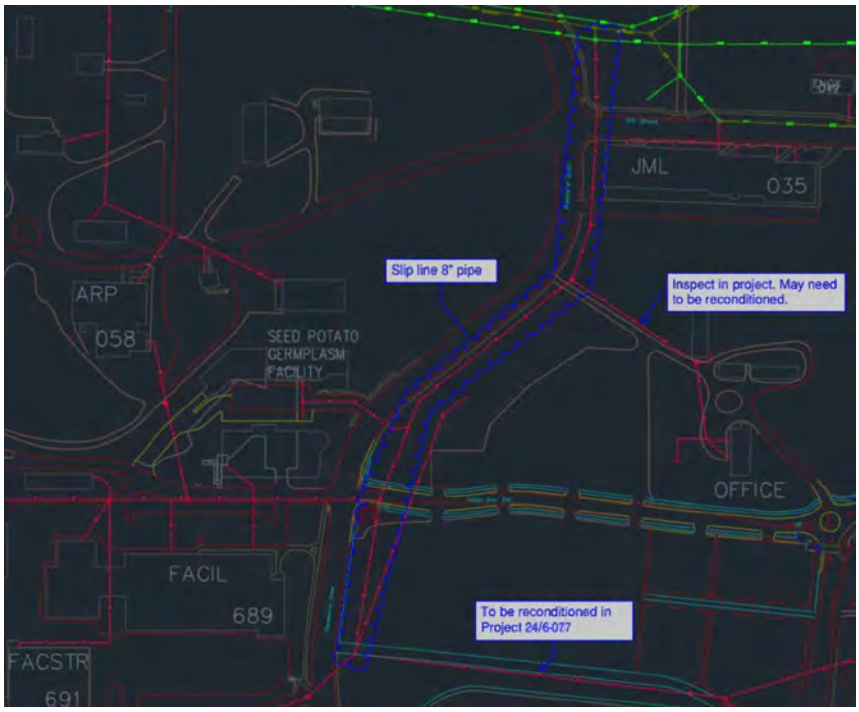


Figure 1. Map of sewer lines in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $424,622.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes will be able to be reconditioned and replacement will not be needed, (ii) Poultry Hill service lines will not be reconditioned, and (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) reconditioning of Poultry Hill services lines, (ii) restoration of vegetation (owner is University), and (iii) inspection, reconditioning, or replacement of City of Moscow sanitary sewer lines (owner is City of Moscow).

(E) Proposed schedule: Dates may vary.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-069

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $418,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-070

PROJECT CODE: 24/6-070

PROJECT NAME: Sanitary Sewer Line Recondition on Rayburn Street

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some low safety risks from sanitary sewer). The impact associated with resiliency is high (extended outage and multiple building shutdown).

The likelihood of these events is low (line has reached its end of life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer main and service lines support buildings along Rayburn Street including major buildings such as Agricultural Biotechnology, the Renfrew Hall, the Menard Law Building, the Library, the Kibbie Dome, and the Physical Education Building (PEB). These pipes are aged and have reached their life expectancy. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area. It is recommended that Capital Improvement 24/6-048 Library and Memorial Gym Sanitary Sewer Major Repairs be bundled with this project to minimize costs and timeline.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the existing sanitary sewer lines on Rayburn Street from 6th Street to the Radio-TV Center.
- Inspect nearby lines to identify future needs.

Scope of Work: This project reconditions the pipes and manholes mentioned above to extend their useful life. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Bypass pumping.
- Recondition 6'' pipes (420').
- Recondition 8'' pipes (525').
- Recondition 10'' pipes (515').
- Recondition 12'' pipes (950').

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-070

- Repaid and install manhole liners (x7).
- Pre-cleaning and CCTV inspection.
- Post-cleaning and CCTV inspection.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $56,760 and will also include conducting a CCTV inspection and jetting.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-070

Additional Information:

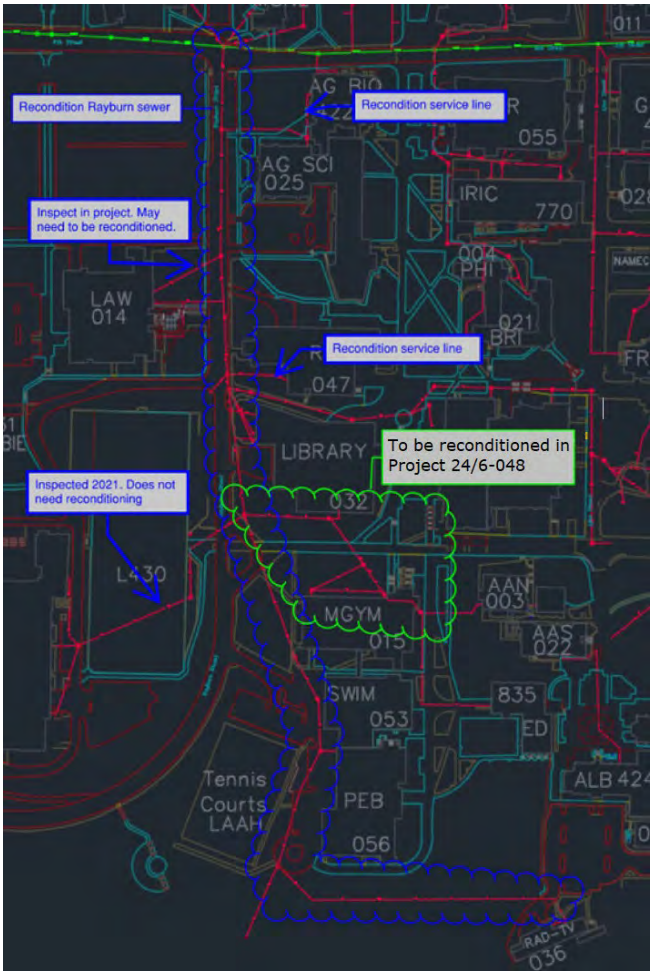


Figure 1. Map of sewer lines in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $997,861.

(B) Forecasted annual operations and maintenance costs: +$0. No change anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manholes will be able to be reconditioned and replacement will not be needed, and (ii) efforts will be taken to minimize damage to surrounding trees and vegetation but impacts may occur. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) restoration of vegetation (owner is University), and (ii) inspection, reconditioning, or replacement of City of Moscow sanitary sewer lines (owner is City of Moscow).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-070

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $982,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-071

PROJECT CODE: 24/6-071

PROJECT NAME: Sanitary Sewer Line Recondition from the Theophilus Tower to 6th Street

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some low safety risks from sanitary sewer). The impact associated with resiliency is high (extended outage and multiple building shutdowns).

The likelihood of these events is low (lines are beyond their life expectancy but can be reconditioned).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the Shoup Hall, the McConnell Hall, the Theophilus Tower, and the Living Learning Communities (LLC). These pipes are well beyond their life expectancy at up to 66 years old and need to be addressed before collapse. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscaping.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer lines for housing buildings located on 6th Street.
- Mitigate a resiliency issue associated with pipes beyond their useful life.
- Inspect nearby lines to identify future needs.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Bypass pumping.
- Recondition 4'' pipes (115').
- Recondition 6'' pipes (360').
- Recondition 8'' pipes (200').
- Recondition 10'' pipes (115').
- Recondition 12'' pipes (325').
- Repair and install manhole liners (x4).
- Pre-cleaning and CCTV inspection.

- Post-cleaning and CCTV inspection.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $18,810 and will also include conducting a CCTV inspection and jetting.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-071

Additional Information:

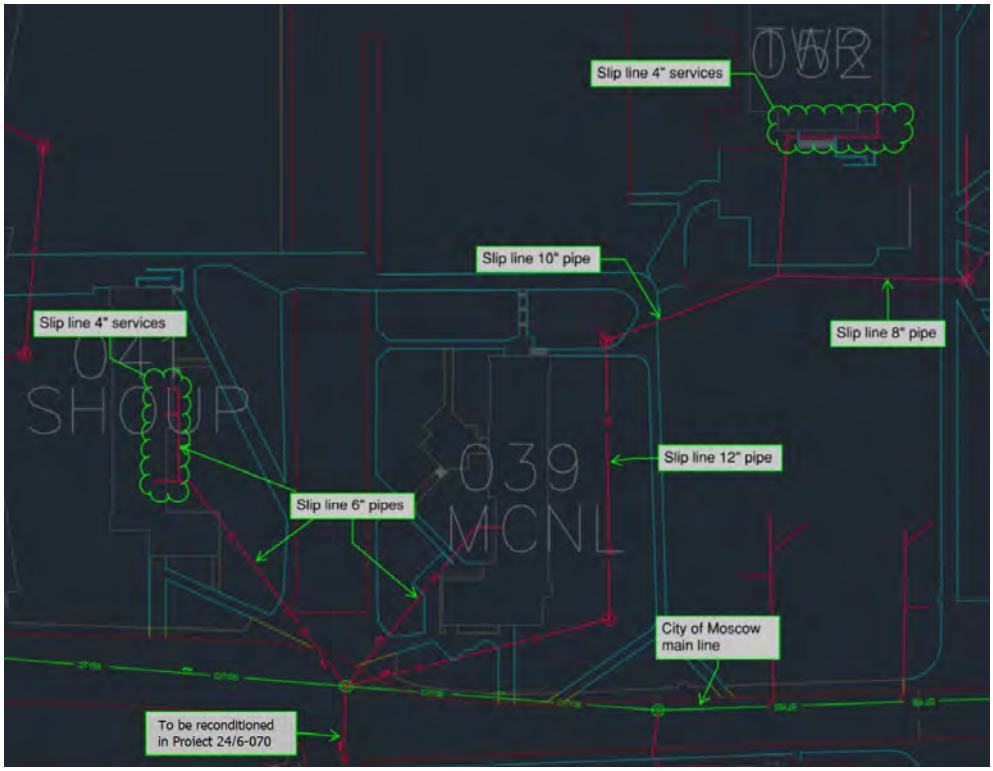


Figure 1. Map of sewer lines in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $343,050.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manholes will be able to be reconditioned and replacement will not be needed, and (ii) efforts will be taken to minimize damage to surrounding trees and vegetation but impacts may occur. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) restoration of vegetation (owner is University), and (ii) inspection, reconditioning, or replacement of City of Moscow sanitary sewer lines (owner is City of Moscow).

(E) Proposed schedule: Dates may vary.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-071

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $337,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-072

PROJECT CODE: 24/6-072

PROJECT NAME: Sanitary Sewer Service Lines Recondition at the Wallace Residence Center

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some safety risks from sanitary sewer). The impact associated with resiliency is medium (extended outage and multiple building shutdowns).

The likelihood of these events is medium (lines are beyond their life expectancy and impacted from unauthorized dumping).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the Wallace Residence Center complex. The pipes are well beyond their life expectancy at 60 years old and need to be addressed before collapse. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the service lines can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area.

These lines also suffer from regular, unauthorized dumping by building occupants, particularly from cooking grease and rags. These contaminants cause build up along the pipe walls that reduce flow rates, which eventually will cause a complete blockage to the line. Depending on the age and condition of the pipe, clearing the blockage may not be possible without damage, ultimately requiring the pipe to be replaced sooner than expected. Grease also makes its way to the City of Moscow main lines, causing disruptions to other entities and exposes the University to fines from the City. While not in this project, it is recommended that the University inspect and service any grease/oil separators and add them where appropriate to reduce these problems.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer lines for the Wallace Residence Center complex.
- Mitigate a resiliency issue associated with pipes beyond their useful life
- Inspect nearby lines to identify future needs.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.

- Bypass pumping.
- Recondition 4'' pipes (55').
- Recondition 6'' pipes (300').
- Recondition 8'' pipes (1,000').
- Recondition 10'' pipes (330').
- Repair and install manhole liners (x9).
- Pre-cleaning and CCTV inspection.
- Post-cleaning and CCTV inspection.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended the servicing, repair, and/or installation of grease and oil separators.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $31,680 and will also include conducting a CCTV inspection and jetting.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-072

Additional Information:

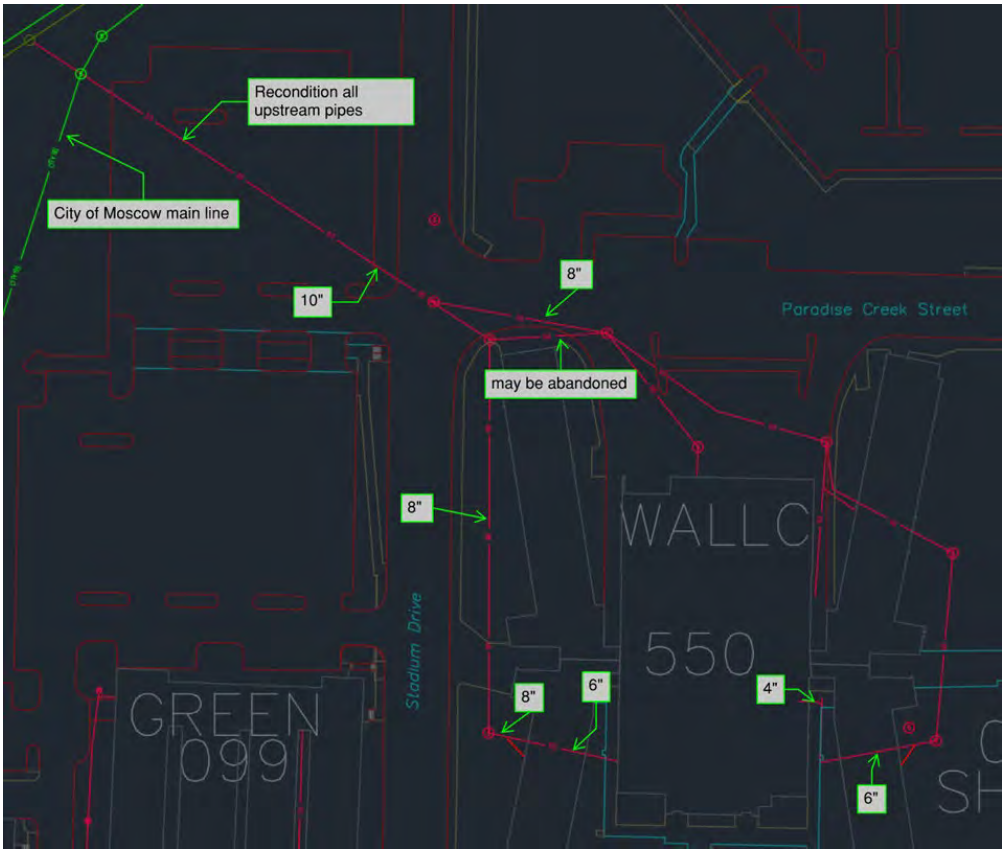


Figure 1. Map of sewer lines in affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $584,414.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes and manholes will be able to be reconditioned and replacement will not be needed, and (ii) efforts will be taken to minimize damage to surrounding trees and vegetation but impacts may occur. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) restoration of vegetation (owner is University), (ii) disconnection/reconnection of irrigation lines (owner is University), (iii) repairs or replacement of grease and oil separators (owner is University), and (iv) inspection, reconditioning, or replacement of City of Moscow sanitary sewer lines (owner is City of Moscow).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-072

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $575,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/8-073

PROJECT CODE: 24/8-073

PROJECT NAME: Compressed Air Upgrades

UTILITY SYSTEM: Compressed Air

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (high noise levels pose long term health risk to operators). The impact associated with resiliency is low (risk of extended outages and loss of redundancy).

The likelihood of these events is high (equipment is well beyond its useful life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: Compressed air is produced at the Energy Plant for use in campus buildings. Most compressed air is used for HVAC pneumatic controls, however there are other uses on campus including research and bicycle air stations. There are three air compressors at the Energy Plant, all of which are aged with high runtimes, yet can be rebuilt to continue operation. Two air dryers remove moisture before distributing to campus, one of which is beyond useful life and should be replaced. The space also requires modification to reduce noise levels and improve ventilation. The air compressors generate significant heat that needs to be rejected, which is currently done with campus chilled water. This is an opportunity to capture the waste heat and utilize it elsewhere.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance and operating efficiency of the Compressed Air system.
- Add N+1 redundancy to critical sub-systems to improve reliability.
- Mitigate resiliency issues associated with equipment beyond its useful life.
- Mitigate health hazards with engineered solutions.

Scope of Work: This project rebuilds all three air compressors. To improve N+1 redundancy it also replaces the failing desiccant air dryer with a refrigerant dryer and installs a parallel oil separator. Noise levels will be reduced by a combination of modifying the layout of equipment, installing sound deadening material, or other engineered solutions as appropriate.

To improve overall energy efficiency, heat recovery technology will be explored in the Additional Work of this project. Besides improving the Energy Plant's efficiency, this would also reduce the chilled water load on campus. Based on the results of the assessment, the project will be repriced and rescoped to include waste heat recovery or a future Capital Improvement will be proposed. The scope of work of this Capital Improvement is:

- Major rebuild of three (3) existing air compressors.
- Furnish and install one (1) refrigerant dryer.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/8-073

- Install one (1) oil separator.
- Plumbing, mechanical, electrical, and controls modification necessary to connect the new equipment.
- Start-up, test, and commissioning of the new equipment.
- Make ventilation and sound reduction improvements to space.
- Assess feasibility of heat recovery system for compressor cooling needs.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the Additional Work stage.

The Concessionaire will coordinate with the University and buildings' occupants for any potential interruptions to compressed air availability.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $52,580 and will also include conducting a feasibility assessment for the installation of heat recovery technology.

Additional Information:



Figure 1. Compressors are aged, but still serviceable.



Figure 2. Sound dampening needed around compressors.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/8-073



Figure 3. Poor ventilation in compressor room reduces equipment life.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $437,709.

(B) Forecasted annual operations and maintenance costs: +$200. New equipment will require additional O&M.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that pricing is based on an estimated 2024 design and construction and that air compressors are rebuildable (project will be rescoped and replacement is necessary). Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) replacement of air compressors, (ii) repair or replacement of existing refrigerant dryer, (iii) repair or replacement of existing oil separator, and (iv) installation of waste heat recovery equipment.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

CAPITAL IMPROVEMENT PROJECT SHEET – 24/8-073

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: Equipment should qualify for Avista Utilities' Schedule 90 rebate.

(H) Fee or charge payable to the Operator: $430,100.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$3,000, electricity. Compressors should be more efficient after completion of the Capital Improvement. No data is available on existing electricity usage, and it is assumed that Compressed Air system accounts for 1% of the Energy Plant electrical load.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-074

PROJECT CODE: 24/4-074

PROJECT NAME: Well #3 Modernization

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is high (potential impacts to water quality and firefighting capability, known electrical hazards within building). The impact associated with resiliency is high (extended outages and loss of redundancy).

The likelihood of these events is low (equipment is beyond end of life)

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The University has owned and operated its own domestic water wells for over 100 years. The locations and depths have changed with the growth of campus and today there are two wells, known as Wells #3 and #4, north of campus. These wells are critical to the operation of campus, as they are the University's only reliable source of potable water. The City of Moscow runs at a lower pressure than the University does, preventing them from supporting the University in an outage without major disruptions to campus operations. Because of this, it is vital that the wells are resilient and can operate at all times.

Well #3 was constructed in 1964. It was pulled in 2001 for service and again in 2022 after an electrical failure on the Avista grid damaged the motor. While the pump and motor were addressed, the other major components at Well 3, including its electrical service, are still original equipment and well beyond their expected life. Replacement is needed to ensure successful operation of the well and to reduce the risk of another electrical failure damaging the high cost motor that was just pulled.

Currently, the well is not backed up with emergency power as recommended by IDAPA 58.07.08. Without backup power the system can only provide between 2 to 14 days of domestic water, depending on campus use and storage tank levels before the incident. This is inadequate life support for firefighting, dining, housing, research, and medical treatment on campus, including its 9,500 students, during an extended outage. An electrical generator, with its associated equipment, is necessary to both ensure campus has a continuous supply of domestic water during utility power outages and protect the well pump and motor from poor power quality, voltage spikes/swells, and other electrical issues on the Avista Utilities grid.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance and operating efficiency of the well.
- Mitigate severe safety and resiliency issues associated with equipment beyond its useful life.
- Provide domestic water during electrical grid failures.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-074

Scope of Work: This project modernizes Well #3 by upgrading its major components, including converting the electrical system from 2300V to 480V. To maximize resiliency and project cost savings, the project includes replacing the high cost submersible well motor with a vertical hollow shaft (VHS) motor at ground level. This will eliminate the need to pull the motor in the future and allow for maintenance not previously feasible. Upgrading the well's electrical system at the same time as installing a generator will reduce overall project costs to the University, as development and construction times are reduced, and uncommon equipment will not be necessary to match the 480V generator with the existing 2300V well. The scope of work of this Capital Improvement is:

- Provide new vertical hollow shaft motor with insulated lower half coupling for upper bearing, Aegis lower shaft grounding ring, 120V thermal heater in windings, and non-reverse coupling.
- Provide new vertical hollow shaft pump system to match existing submersible pump curve and base mount and all associated equipment needed for a complete package. Danfoss drive in cabinet with line and load reactors and pressure control equipment.
- Provide new style Cla-Val equipment and all associated valves for water lube pump system and controls.
- Provide labor to pull old submersible pump and install new VHS pump system.
- Demo and install a new power service that will include new 800A 480V 3-phase main service disconnect, dry transformer, and service lateral conduit/wire from utility provided transformer. New metering equipment and all connections to existing building 120/240V single phase system.
- Install 480V, 3-phase diesel generator and transfer equipment. New concrete slab, fencing, underground feeder conduits, wire, load bank equipment, and 72-hour fuel tank base.
- Integrate all new equipment into existing SCADA controls.
- Reconfigure disinfection system.
- Install motion sensing security lighting on exterior of well house.
- Upgrade interior lighting to LED and replace inside electric heaters.
- Ventilation upgrades to well room and chemical storage room.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project Documents:
  - Design and as-built documents.
  - O&M Manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan required for crane operations will be developed during the Additional Work stage.

The Concessionaire will coordinate with the Sheep Farm for potential road access disruptions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform

additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $153,010 and it will also include (i) coordination with MIEDI Water Purveyor and IDEQ to determine permitting and approval process, and (ii) developing scope for integrating new components into existing SCADA controls.

Additional Information:



Figure 1. Well being pulled during emergency 2022 repairs.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $5,085,924.

(B) Forecasted annual operations and maintenance costs: +$7,500. Additional equipment such as emergency generator will require service. New motor and electrical equipment are more technologically advanced and will require service.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) well shaft is straight and will not require redrilling to support vertical hollow shaft motor, (ii) lead times on equipment will not delay schedule, and (iii) efforts will be taken to minimize damage to surrounding vegetation, but impacts may occur. Coordination with University for other work that may impact this project will occur. Excluded work includes (i) redrilling well, (ii) primary electrical service repair/replacement (owner is Avista Utilities), (iii) restoration of vegetation (owner is University), and (iv) demolition and disposal of any electrical equipment containing PCBs.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-074

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in February 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement due to mitigation of risk of damage and increased electrical efficiency of equipment.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $4,999,500.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$100, electricity. The decreased is associated with an assumed 1% improvement in electrical efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-016

PROJECT CODE: 24/1-016

PROJECT NAME: Condensate Return System Upgrades

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (unsafe working conditions). The impact associated with resiliency is medium (potential risk to building envelope).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The condensate return system is critical to boiler operations and is in need of upgrades. These systems are beyond expected life and should be replaced before failure. The main hot well tank is 95 years old, underground, in an unknown condition. Loss of these tanks risks a steam system shutdown and structural damage to the building envelope of the Energy Plant.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Upgrade condensate return system to improve performance.
- Mitigate resiliency issues associated with systems approaching end of life.
- Address safety concerns that should be physically mitigated.
- Improve O&M practices for a safe and reliable operation.

Scope of Work: This project addresses issues in the system to improve performance, resiliency, and safety. The scope of work of this Capital Improvement is:

- Replace condensate pumps at the hot well tanks and install VFDs (x4).
- Install exhaust fans in the hot well room.
- Recondition the hot well tanks and reline (x2).
- Replace critical valving in the hot well room.
- Install flash tank to capture high pressure steam losses.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:

- Design and as-built documents.
- O&M manuals.
- Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $57,090 and will also include a structural assessment of the hot well tanks.

Additional Information:



Figure 1. Aged condensate pumps in hot well room.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,830,672.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-016

(B) Forecasted annual operations and maintenance costs: +$1,500. The increase is associated with the additional flash tank and exhaust fans.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) hot well tanks will still have useful life left if relined, no major structural repairs or replacement will be needed, and (ii) staged construction will occur so no steam shutdown will be required. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the replacement of hot well tanks, and (ii) the replacement of feedwater pumps and piping.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement from more efficient pumps. Reduced flash steam losses.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,800,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,000, electricity, wood fuel, natural gas. The decrease derives from the new VFDs and reduced steam losses.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-014

PROJECT CODE: 24/1-014

PROJECT NAME: Energy Plant Building Envelope Upgrades

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (physical and life safety issues). The impact associated with resiliency is medium (plant security issues).

The likelihood of these events is medium.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The exterior envelope of the Energy Plant has been in disrepair for some time, with the last major improvement 35 years ago with the addition of the wood boiler. Many portions of the building are original from 1926. Upgrades are needed for the plant to continue operation for the next 50 years. Security additions at doors and windows are needed to prevent unauthorized access. Providing a setback from the building is recommended for protecting pedestrian in the parking lot from falling objects and glass. Many of these issues can be addressed while also improving the general appearance of the building.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve the general condition of the Energy Plant to extend useful life.
- Increase security and prevent unauthorized access.
- Address safety and security concerns presented by degraded condition of existing assets.
- Address long term health concerns from ash exposure.

Scope of Work: This project addresses the many significant safety issues for both plant operators, and vehicle and pedestrian traffic outside by improving security, replacing damaged doors and windows, reconditioning brickwork, and reroofing. The scope of work of this Capital Improvement is:

- Replace all exterior doors and install card access locks.
- Replace windows with safety glass. Recondition all window operating mechanisms.
- Replace failed roof exhaust fans.
- Replace roof.
- Connect roof drains to stormwater collection system instead of sewer.
- Recondition brickwork and repaint sheet metal exterior.
- Plant a tree row on east side of building to reduce safety risks in parking lot.
- Upgrade exterior lighting and Bay 3 to LED lights.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-014

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the partial closing of Lot 14 and adjacent sidewalks during construction, as well as for a potential reconfiguration of the parking lot.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $151,030 and will also include the preliminary architectural and engineering design documents to include windows, landscape tree planting, and exterior façade re-finishing.

Additional Information:



Figure 1. Many broken windows, exhaust fans need to be replaced.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-014



Figure 2. Recondition brickwork at the Energy Plant.

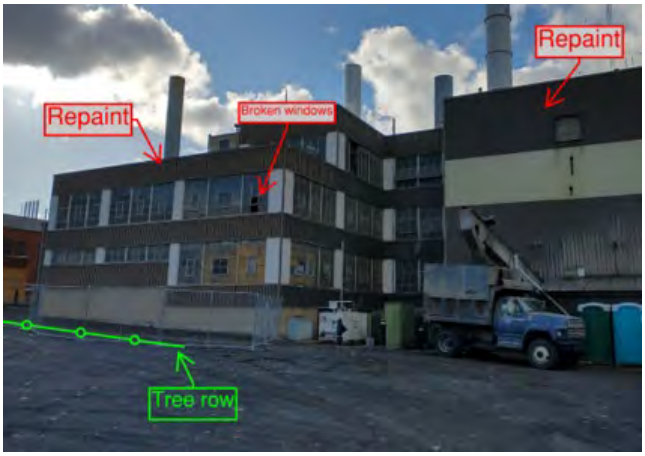


Figure 3. Metal façade on east side of building is in disrepair.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $4,078,318.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 40% of brickwork will be repointed, and (ii) trees will be planted away from utilities and their ownership turned over to the University after construction. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) any structural repairs to building envelope, (ii) abatement of hazardous materials including asbestos and lead paint (owner is University), and (iii) maintenance of trees after project completion (owner is University).

(E) Proposed schedule: EPC (Const.) extends through April 2025. EPC (Commiss.) occurs in May 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement as a result of a new tree row that will act as a carbon sink improving local air quality.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-014

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $4,013,900.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. Any LED savings will be offset by additional loads.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-008

PROJECT CODE: 24/1-008

PROJECT NAME: Feedwater System Upgrades

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (unsafe piping exists). The impact associated with resiliency is high (failure likely to disable the wood fuel boiler, pumps failing risk complete Energy Plant shutdown).

The likelihood of these events is low (feedwater pumps are failing).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The feedwater system is critical to boiler operations and is in need of replacement. Most of these systems are original equipment and are well beyond this serviceable life and becoming unrepairable. The feedwater piping to Boiler D is of an unknown age and likely not up to code. The current pipe layout in the Energy Plant is a result of efforts to minimize cost and maximize uptime during construction over the years. As a result, piping often does not follow an optimum path and has excessive bends, which increases losses in the system.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve performance of the feedwater system.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address safety concerns presented by condition of existing assets.
- Improve O&M practices for safe and reliable operation.

Scope of Work: This project addresses issues in the system to improve performance, resiliency, and safety. The scope of work of this Capital Improvement is:

- Upgrade feedwater pumps and VFDs (x4).
- Optimize feedwater pipe layout in the Energy Plant.
- Replace distribution valves (x15, 4” valves; x2, 6” valves).
- Replace Boiler D piping (approx. 175’).

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-008

- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas.

The Concessionaire will coordinate with the University for a potential interruption of steam supply to campus.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $91,190 and will also include non-destructive testing of the 2,500 gal feedwater tank to determine remaining useful life.

Additional Information:



Figure 1. Aged feedwater pump.



Figure 2. 64-year-old feedwater pump is leaking heavily, reducing performance.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,939,253.

(B) Forecasted annual operations and maintenance costs: +$0.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-008

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) a 2% increase in the feedwater pump efficiency, and (ii) the 2,500 gal feedwater tank still has useful life and does not need to be replaced. Coordination with the University for other work that may impact this project will occur. Excluded work includes the replacement of the feedwater tank.

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Minor improvement from reduced losses in pipe network.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,906,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$600, electricity, wood fuel, natural gas. The decrease is associated with reduced losses in the pipe network and increased pump efficiency.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-017

PROJECT CODE: 24/1-017

PROJECT NAME: Wood Boiler Capital Renewal, Phase II

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (long term health risks). The impact associated with resiliency is medium (extended outage and wood boiler shutdown).

The likelihood of these events is low (equipment is aged and in poor condition).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The wood fuel boiler provides significant economic and environmental benefits to the University, however, at 35 years old, many of the subsystems are in critical need of upgrade, including those associated with improving performance and managing emissions. Each of the subsystems addressed is critical to the successful operation of the wood fuel boiler and is in serious need of upgrades. Several single points of failure, or long repair time, issues exist within these systems. Most of these systems are original equipment and are well beyond their serviceable life. Upgrading these systems is critical to plant reliability, will improve efficiency, extend the useful life of the boiler, and reduce Supply Costs to the University.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition the wood boiler to extend its useful service life.
- Mitigate severe resiliency issues associated with systems well beyond their serviceable life.
- Address health concerns presented by the condition of existing systems.
- Allow O&M practices for a safe and reliable operation.

Scope of Work: This project upgrades the boiler subsystems associated with improving performance and managing emissions described above. The scope of work of this Capital Improvement is:

- Replace economizer.
- Refurbish air pre-heater and improve access.
- Repaint and insulate the boiler skin.
- Replace emissions land.
- Emissions management improvements.
- Upgrade damper controls for over and under fire fan flow.
- Efficiency and balancing study to optimize operation.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-017

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University the construction schedule during the lowest steam use to reduce natural gas costs during shutdown. The wood boiler shutdown can be done without an impact to steam customers. Similarly, coordination will occur for the use of Lot 14 as a laydown area.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $319,440 and will also include (i) an engineering assessment on emissions control method modernization, (ii) an engineering assessment on insulating the boiler skin, and (iii) a non-destructive testing of the air preheater tubes.

Additional Information:

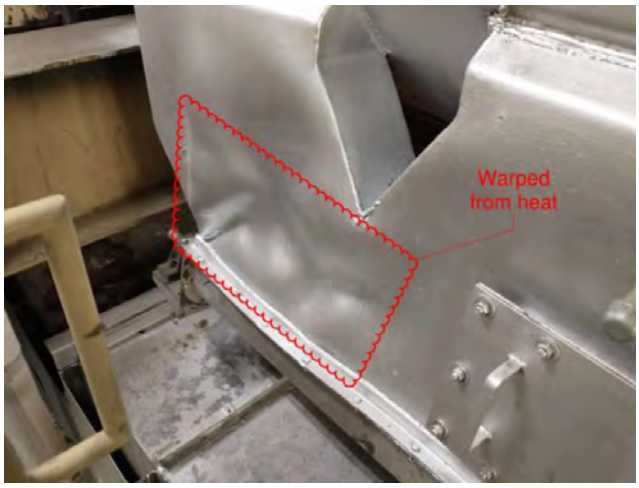


Figure 1. Exterior walls of boiler warping from age and heat.



Figure 2. Exterior walls need insulation to improve performance.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-017

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $3,297,320.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) 20% of air preheater tubes will need to be replaced, (ii) exhaust stack will still have useful life and will not need to be replaced, (iii) construction will be staged across two summer seasons to ensure the wood boiler is operational during the heating season to reduce Supply Costs to the University, and (iv) wood fuel requirements will be reduced by 5% based on FY22 data. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the non-destructive testing or replacement of wood boiler exhaust stack, it will be completed as part of Capital Improvement 24/1-004, and (ii) the repair or replacement of the ash conveyance system.

(E) Proposed schedule: EPC (Const.) extends through June 2025. EPC (Commiss.) occurs in July 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improvement in wood boiler efficiency will reduce the use of natural gas during peak loads. Reduction in campus greenhouse gas emissions.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,241,700.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$50,000, wood fuel. The decrease is associated with the improved efficiency of the boiler and its subsystems.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-018

PROJECT CODE: 24/1-018

PROJECT NAME: Wood Fuel Storage Conveyance System Upgrades

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (some mitigation required). The impact associated with resiliency is medium (further degradation will become more impactful).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Fuel Storage conveyance system has been in service since 2010 and requires upgrades. The mechanical measurement, unloading, and conveyance systems all require improvements in order to provide reliability of operation and allow an adequate O&M practice. Periodic material jams and inadequate lighting present a safety concern to operations staff. The tipper hydraulic system needs to be located away from wood fuels that pose a fire hazard. Unacceptable safety concerns are being managed by implementing protocols in an interim, but need to be addressed.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve wood handling performance at the Wood Chip Storage Facility.
- Mitigate a severe safety and resiliency issue.
- Upgrade conveyance to increase reliability.
- Mechanical and lighting upgrades to improve safety.
- Implement required O&M practices for a safe and reliable operation.

Scope of Work: This project addresses these issues by upgrading the load scale, tipper hydraulics, and conveyor belt. It also includes a lighting upgrade with motion sensors to improve operator safety and security. The scope of work of this Capital Improvement is:

- Replace load scale and upgrade electronics.
- Replace tipper pins and upgrade hydraulics.
- Improve tipper chute to eliminate jamming.
- Replace conveyance belt and source spare material.
- Install yard lighting and motion sensors.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-018

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University to communicate a construction plan, and for a potential interruption to the West Farm road access.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $131,340.

Additional Information:



Figure 1. Tipper hydraulics surrounded by flammable material.



Figure 2. Wood chip conveyance system.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-018

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,056,350.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the transformer will have sufficient power for new loads, (ii) construction will be scheduled during the spring season to reduce impact to site operations, and (iii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes the replacement or upgrade of the transformer, primary feeders, or building switchgear.

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved wood fuel conveyance efficiency reduces moisture content in wood fuel, which results in lower fuel consumption.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,038,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: $-5,000, wood fuel. Minor decrease from improved conveyance efficiency. It is assumed a 0.5% reduction in wood fuel.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-019

PROJECT CODE: 24/1-019

PROJECT NAME: Wood Fuel Storage Facility Upgrades

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (some mitigation required). The impact associated with resiliency is low (further degradation will become more impactful).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Fuel Storage Facility has been in service since 2010 and is critical to the supply of high-quality solid fuel to the wood boiler. Multiple issues have been identified that impact the long term success of the facility. The lack of stormwater collection on the south side of the building has resulted in groundwater seeping into the wood fuel and is also eroding the area underneath the hardscape. These voids pose a risk to the structural integrity of the facility and need to be repaired before major damage occurs. The wet wood fuel also negatively impacts the Energy Plant's efficiency and is a risk to the wood boiler as rocks and mud make their way into the fuel supply. Further, facility access is unrestricted, and instances of unauthorized vehicle and pedestrian access occur frequently. This is a public safety and security concern as property damage or personal injury could occur while heavy machinery is operating in the area. There have also been multiple occurrences of theft of the Sub-operator's property that need to be addressed.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Increase the Energy Plant's resilience and efficiency by maintaining high fuel quality.
- Remove stormwater from the area to protect fuel quality and the building's foundation.
- Improve safety and security of the Storage Facility by installing controlled access.
- Replace the horizontal surfaces (apron and roadways) to maintain high quality fuel free of debris.

Scope of Work: This project addresses these concerns by identifying the locations and severity of voids forming under the hardscape and making repairs. It addresses the root cause by installing stormwater drainage south of the building and directing water to the west, away from the wood fuel and hardscape. Finally, security is addressed with a gate and card access at the primary entrance of the facility. The scope of work of this Capital Improvement is:

- Repair portion of damaged hardscape, to include concrete demolition and restoration.
- Install stormwater collection system for the roof and south side of building.
- Excavation, backfill, and bedding for stormwater system.
- Install a gate and card access at the Storage Facility entrance.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-019

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Geotechnical report.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed including construction perimeter fencing and restricted access.

The Concessionaire will coordinate with the University, including Facilities Services and users of the West Farm, for potential access disruptions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $105,820 and will also include a geotechnical evaluation of the hardscape to identify the location and magnitude of existing voids (2 bore holes, 2 test pits).

Additional Information:



Figure 1. Wood Chip Storage Facility location behind Facilities Services.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-019

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $630,006.

(B) Forecasted annual operations and maintenance costs: +$500. The increase is associated with the maintenance of the new gate and the management of the stormwater system.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pavement will need to be resurfaced every 10 years, (ii) pumped ground water removal systems will not be required, (ii) a 40'x40' patch of the worst concrete section (may vary on results of the geotechnical evaluation), (iii) efforts will be made to mitigate impact on surrounding vegetation but impacts may occur, and their remediation is not included in this scope, (iv) workable solutions for all required coordination with University activity will be achievable, and (v) a 0.1% reduction in wood fuel requirements from reduced moisture content. Coordination with the University for other work that may impact this project occur. Excluded work includes the restoration of vegetation (owner is University).

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Improved fuel quality by reducing moisture and debris helps achieve a higher efficiency for the wood boiler operations.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $619,300.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$1,000. The decrease is associated with a more efficient operation due to reduced-moisture fuel.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-075

PROJECT CODE: 24/3-075

PROJECT NAME: Campus Primary Distribution Improvements

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is medium (overhead distribution lines pose life safety risk). The impact associated with resiliency is high (single points of failure to half of campus electric grid).

The likelihood of these events is low (exposed to environmental hazards).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The University owns and operates its own electric grid. Power is delivered to campus from two feeds by Avista Utilities, known as the East and West Feeds. While the entire East Feed is underground and protected from environmental hazards, a large portion of the West Feed is still overhead. This poses an inherent risk to campus operations from animals, downed trees, weather, and other hazards as these 13.2 kV lines serve 50% of the campus load. Single points of failure are present that need to be addressed to reduce the chance of campus wide outages.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Improve the safety and reliability of the Primary Electrical Distribution system on the west side of campus.
- Eliminate aging overhead primary distribution infrastructure.
- Maintain Performance Standard Part V.6, 7, and 8 and mitigate negative impact to Availability KPIs.
- Establish baseline condition of primary electrical components.

Scope of Work: This project removes the overhead distribution, installs it in underground duct bank, and replaces aging pole mount transformers with pad mount ones. This will improve the resiliency and safety of the electrical system on the west side of campus and improve the overall electrical efficiency. The scope of work of this Capital Improvement is:

- Remove overhead existing 13.2 kV distribution including poles, transformers, and conductors.
- Provide new pad mount transformers, vaults, sectionalizing cabinets, duct banks, conduits, and wires.
- Install underground 13.2 kV campus primary encased in concrete.
- Backfill and restore surface to match existing.
- Arc flash analysis and labeling per NFPA 70E.
- Provide new secondary feeders from pad-mounted transformers to existing building electrical services and reconnect.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-075

- Provide new SEL 735 meters on all building electrical services. Commission meters and establish data management.
- Oil and thermography testing of new transformers and primary switches to establish baselines.

Beyond the Concessionaire's Line of Demarcation associated with this Capital Improvement, it is recommended (i) a replacement and evaluation of the building's main distribution panels and its distribution system, and (ii) the performance of an arc flash analysis and any resulting corrective measures/placarding.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.
  - Oil and thermography testing results.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage.

The Concessionaire will coordinate with the University and Avista Utilities for electrical shutdowns.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $383,130 and will also include conducting 30-day power studies at each building to right size transformers.

Additional Information:

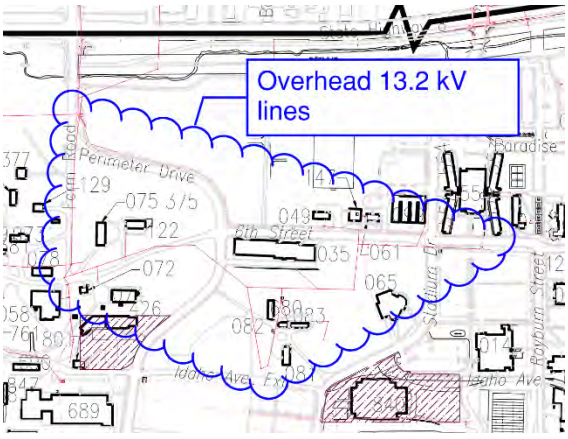


Figure 1. Map of overhead lines to be replaced.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-075



Figure 2. Example of the many overhead lines on campus

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $21,254,574.

(B) Forecasted annual operations and maintenance costs: +$8,000. Pad mount transformers, vaults, and meters will require additional O&M not present in existing equipment.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) estimated lead time for equipment is 52 weeks, (ii) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion, (iii) efforts will be made to mitigate impact on surrounding trees and vegetation but impacts may occur, and their remediation is not included in this scope, and (iii) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) alternative power generation, such as portable generators to provide power to buildings during construction, (ii) restoration of vegetation (owner is University), (iii) modification of electrical transmission lines and equipment on Avista Utilities' lines (owner is Avista Utilities), and (iv) replacement of building main distribution panels (owner is University).

(E) Proposed schedule: EPC (Procur.) extends through August 2025. EPC (Const.) occurs from August 2025 to January 2026. EPC (Commiss.) occurs in January 2026. Dates may vary

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Procur.)																							
EPC (Const.)																							
EPC (Commiss.)																							

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-075

(F) Impact on Sustainability: Improved through the increased electrical efficiency of the equipment and the mitigation of potential damages.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $20,893,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. Minor efficiency increase from higher efficiency transformers and reduced distribution losses.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-076

PROJECT CODE: 24/4-076

PROJECT NAME: I Tank Recoat

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some life safety risks due to water quality and structural damage to tank). The impact associated with resiliency is low (potential loss of redundancy to system).

The likelihood of these events is medium (existing coat is beyond expected life and showing signs of wear).

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The I Tank was constructed in 1951 and has been a historic icon on campus since. The exterior was last recoated in 1999 using an aluminum-based coating that has aged well, but after over 20 years of service is showing signs of fading and deterioration. The interior was last recoated in 1990 and needs to be redone. Recoating increases the useful life of the tank by reducing corrosion that can pose both a health issue due to contaminated drinking water and a severe life safety issue if the structural integrity of the tank becomes compromised.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Increase life expectancy of the I Tank.
- Mitigate safety and resiliency issues associated with end-of-life coatings.

Scope of Work: This project includes a full preparation and recoating of both the interior and exterior surfaces of the tank to include all supports, braces, struts, tension rods, and appurtenances. It also includes repainting of the existing University of Idaho "I" icons. While the icons do not currently match the University's current brand, the icons are proposed to be repainted "as-is" to match their existing colors and dimensions due to their historic character. The scope of work of this Capital Improvement is:

- Mobilization of all required material, labor, and equipment.
- Containment of all materials being removed from tank, staging, and delineation of job site.
- Abrasive blasting of interior, exterior, bracing, struts, piping, and all other accessories.
- Application of coating of interior, exterior, bracing, struts, piping, and all other accessories.
- Repainting of "I" icon.
- Waste disposal of abrasive blasting media and original coating.
- Disinfection of tank per University's and/or IDEQ's requirements.
- Replacement and installation of an FAA-certified LED beacon light.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-076

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the Additional Work stage.

The Concessionaire will coordinate with the University for any laydown areas and impacts to the telecommunications equipment.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $49,940 and it will also include (i) the verification of paint/coating colors with the University, (ii) a review of health and safety requirements for confined space and fall protection plans, (iii) the development of a preliminary order of operation for tank drain down, and (iv) the creation of a constructability plan.

Additional Information:



Figure 1. Current I Tank to be repainted to match existing.



Figure 2. Post construction photo taken in 1952 with original icon.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-076

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $3,939,385.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pricing is based on like-for-like repaint of "I" icon, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation, and (iii) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) the restoration of vegetation (owner is University), (ii) the removal and reinstallation of telecommunications equipment (University's responsibility), and (iii) any repairs to any structural damage identified.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $3,870,900.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-077

PROJECT CODE: 24/6-077

PROJECT NAME: Sanitary Sewer Line Recondition from West Kibbie Dome to Perimeter Drive

UTILITY SYSTEM: Sanitary Sewer

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some low safety risks from sanitary sewer). The impact associated with resiliency is medium (extended outage and multiple building shutdowns).

The likelihood of these events is low (line has reached its end of life).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: These sanitary sewer lines serve the north and south concourses of the Kibbie Dome, the Track and Field Complex restrooms, and the South Campus Chiller Plant. These pipes are aged at 52 years old and have reached their life expectancy. As they age, the likelihood of collapse increases, risking sewer backing up into the buildings and potential flooding in the area until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area. It is recommended that Capital Improvement 24/6-069 Sanitary Sewer Recondition on Perimeter Drive be bundled with this project to minimize costs and disruptions.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing sanitary sewer lines on the west side of the Kibbie Dome.
- Inspect nearby lines to identify future needs.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Bypass pumping.
- Recondition 4'' line from the Track and Field Complex restrooms (165').
- Recondition 6'' line from the south concourse of Kibbie Dome (446').
- Recondition 8'' main line (1,301').
- Repair and install manhole liners (x6).
- Construction Supervision.
- Pre-cleaning and CCTV inspection.

- Post-cleaning and CCTV inspection.

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $26,950 and will also include conducting a CCTV inspection and jetting.

Additional Information:

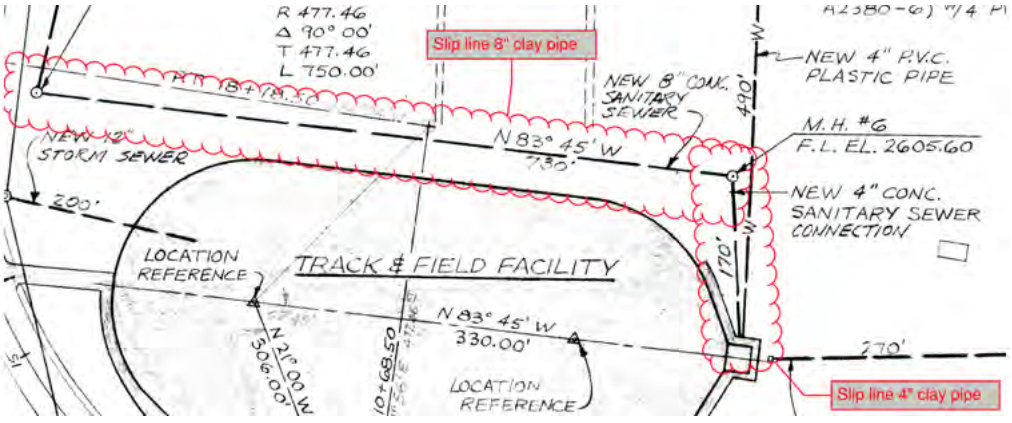


Figure 1. Main pipe installed with the Track and Field complex project in 1970.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/6-077

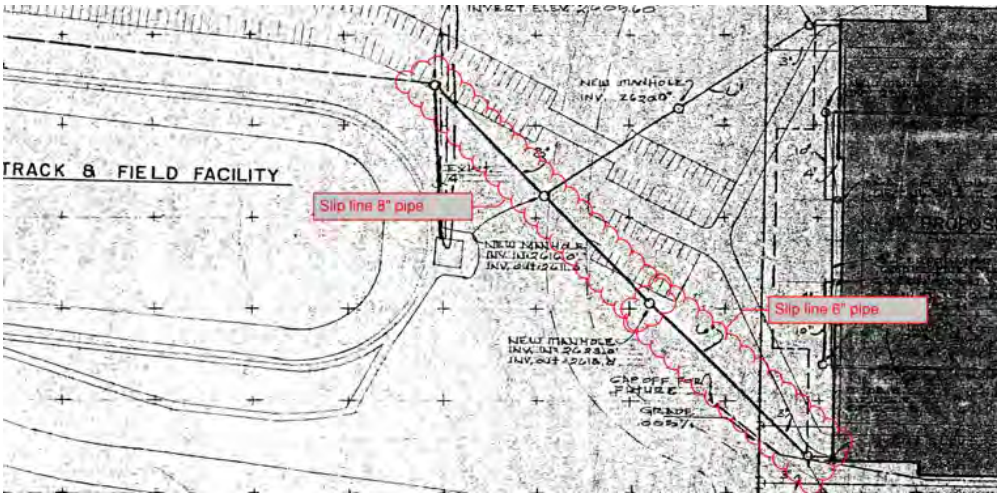


Figure 2. Pipe to the south concourse of the Kibbie Dome installed in 1971.

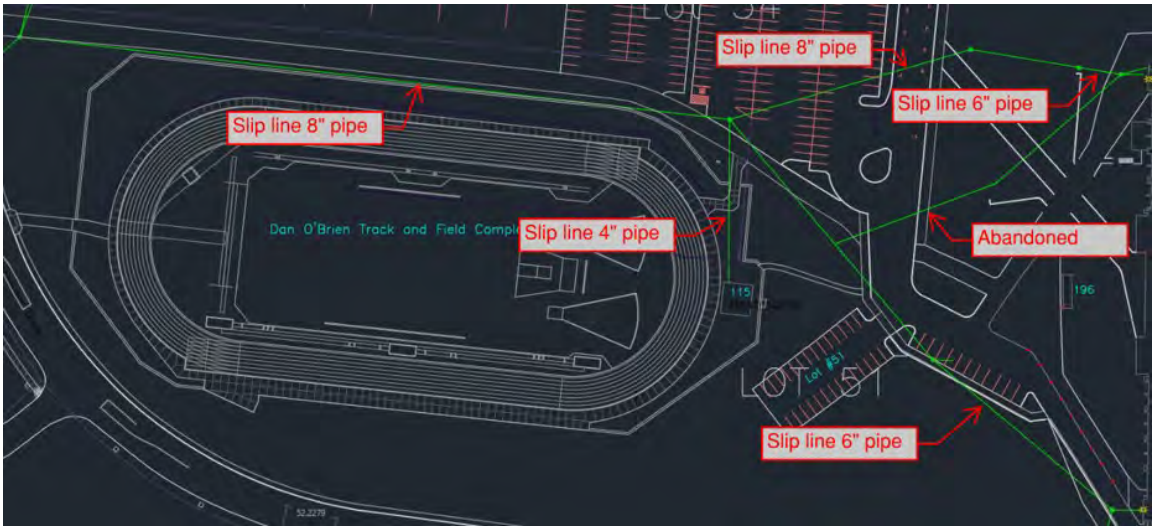


Figure 3. Map of sanitary sewer lines in the affected area.

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $492,785.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes will be able to be reconditioned and replacement will not be needed, and (ii) efforts will be taken to minimize damage to surrounding trees and vegetation but impacts may occur. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) restoration of

vegetation (owner is University), (ii) disconnection/reconnection of irrigation lines (owner is University), and (iii) inspection, reconditioning, or replacement of City of Moscow sanitary sewer lines (owner is City of Moscow).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $485,100.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-078

PROJECT CODE: 24/7-078

PROJECT NAME: Stormwater Line Recondition on Rayburn Street

UTILITY SYSTEM: Storm Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some safety risks from flooding). The impact associated with resiliency is medium (potential flooding to nearby buildings).

The likelihood of these events is low (line is beyond end of life but can be reconditioned).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This stormwater line serves areas and buildings along Rayburn Street . At over 55 years old these pipes are aged and have reached their life expectancy. As they age, the likelihood of collapse increases, risking flooding in the area and potential damage to buildings until they can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area. It is recommended that Capital Improvement 24/7-056 Stormwater Major Repairs at the Library and the Memorial Gym be bundled with this project to minimize costs and timeline.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing stormwater line on Rayburn Street from 6th Street to the Physical Education Building.
- Inspect nearby lines to identify future needs.

Scope of Work: This project also addresses an illicit configuration at the Agricultural Science Building, where the existing catch basin drains to the sanitary sewer system instead of the stormwater system. The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Bypass pumping.
- Slip line 8'' pipes (800').
- Reconfigure Agricultural Science Building's 8'' pipes to drain to the stormwater system.
- Recondition 12'' pipes (905').
- Recondition 15'' pipes (700').
- Repair and install manhole liners (x12).
- Repair and install catch basin liners (x12).

- Pre-cleaning and CCTV inspection.
- Post-cleaning and CCTV inspection.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $74,140 and will also include a CCTV inspection and jetting.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-078

Additional Information:

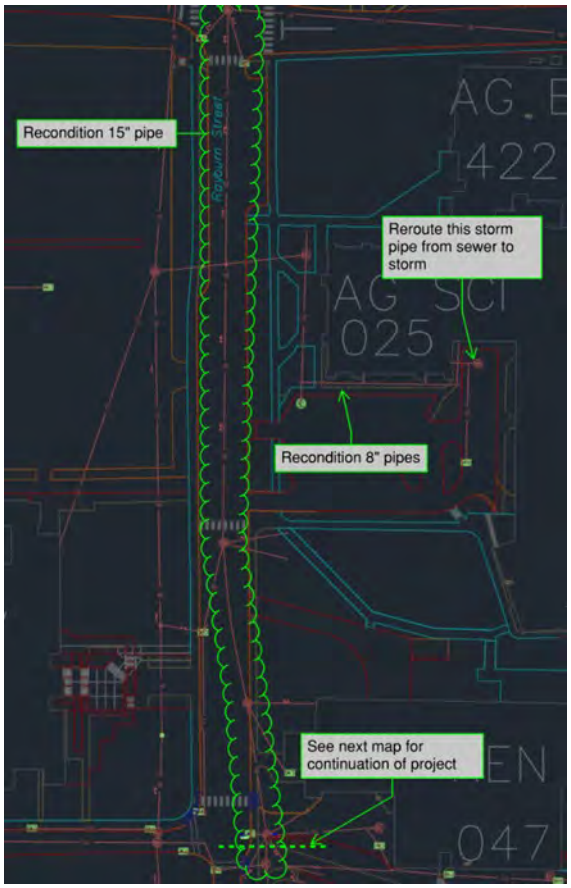


Figure 2. Northern stormwater map of Rayburn Avenue.

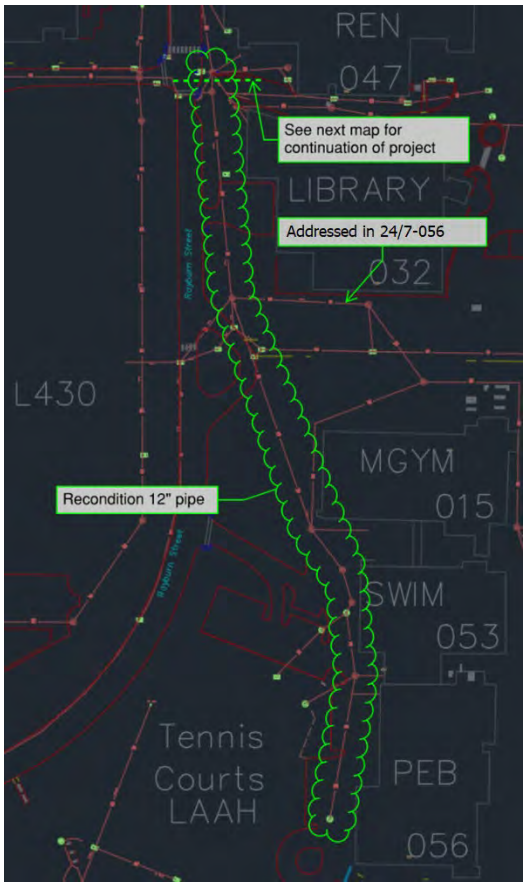


Figure 1. Southern stormwater map of Rayburn Avenue

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $1,302,603.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes, catch basins, and manholes will be able to be reconditioned and replacement will not be needed, (ii) efforts will be taken to minimize damage to surrounding trees and vegetation but impacts may occur. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) restoration of vegetation (owner is University), and (ii) disconnection/reconnection of irrigation lines (owner is University).

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-078

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $1,280,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-079

PROJECT CODE: 24/7-079

PROJECT NAME: Stormwater Line Recondition on Stadium Drive

UTILITY SYSTEM: Storm Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some safety risks from flooding). The impact associated with resiliency is medium (potential flooding to nearby buildings).

The likelihood of these events is low (line is beyond end of life but can be reconditioned).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: This stormwater line serves areas along Stadium Drive, including the ICCU Arena. These pipes are aged and have reached their life expectancy. As they age, the likelihood of collapse increases, risking flooding in the area and potential damage to buildings until it can be repaired. By reconditioning the pipes while still intact, using a technology such as sliplining or cure-in-place-pipe (CIPP) lining, the services can be expected to last many more decades. By completing this work before the collapse, the University will see significant cost savings and less disruptions, as there is minimal trenching needed. Waiting to replace the pipes could cost up to five times more due to the excavation, demolition, and repairs needed to asphalt and landscape the area.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Recondition existing stormwater line on Stadium Drive from 6th Street to the ICCU Arena.
- Inspect nearby lines to identify future needs.

Scope of Work: The scope of work of this Capital Improvement is:

- Asphalt and natural surface demolition.
- Bypass pumping as necessary.
- Recondition 12'' pipes (1250').
- Repair and install manhole liners (x10).
- Repair and install catch basin liners (x10).
- Pre-cleaning and CCTV inspection.
- Post-cleaning and CCTV inspection.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan covering open pit work, and vehicular and pedestrian traffic management will be developed.

The Concessionaire will coordinate with the University and any activities on campus for any building shutdowns and traffic re-routing, etc.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $30,250 and will also include conducting a CCTV inspection and jetting along Stadium Drive (1,250') and the service line to the Hartung Theatre (630').

Additional Information:

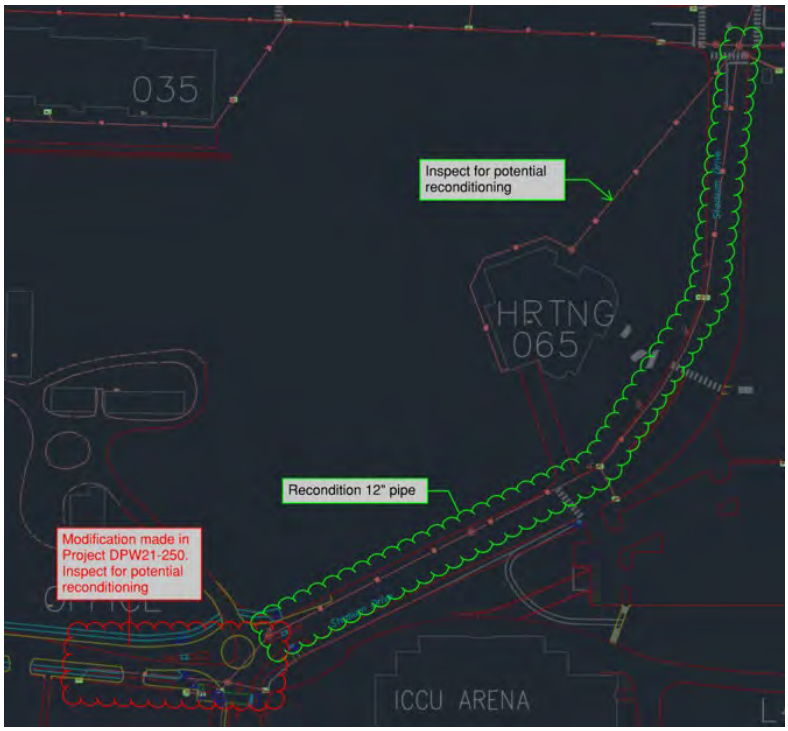


Figure 1. Stormwater map of affected area.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/7-079

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $552,008.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pipes, catch basins, and manholes will be able to be reconditioned and replacement will not be needed, (ii) efforts will be taken to minimize damage to surrounding trees and vegetation but impacts may occur, and (iii) service lines to Hartung Theatre will be cleaned and inspected for potential future work but reconditioning or replacement is not included. Coordination with the University for other work that may impact this Capital Improvement will occur. Excluded work includes (i) reconditioning or replacement of Hartung Theatre stormwater pipes, (ii) restoration of vegetation (owner is University), and (iii) disconnection/reconnection of irrigation lines (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $543,400.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-020

PROJECT CODE: 24/1-020

PROJECT NAME: Water Treatment Improvements, Phase II

UTILITY SYSTEM: Steam and Condensate

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is low.

The likelihood of these events is low.

Likelihood				
	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Hot Lime Softening (HLS) tanks and associated feedwater and condensate chemistry subsystems are critical for protecting the boilers and steam distribution systems from scaling that reduces efficiency and risks significant damage such as damaged/destroyed boiler internals, steam and condensate main degradation, and steam trap failure. There are two HLS systems within the Energy Plant, which allows for redundancy and continuous boiler operation during maintenance. These systems experience heavy, frequent fouling due to the type of fluids used, which reduces efficiency. Combined with the convoluted, poorly optimized flow path between the tanks this results in excessive losses and higher pumping costs.

HLS tank #1 is 58 years old and needs to be replaced as most of the system is well beyond its serviceable life. Replacement is critical for the future reliability of the Energy Plant.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Right size the Energy Plant's water treatment system.
- Mitigate resiliency issues associated with systems beyond their serviceable life.
- Improve O&M practices for a safe and reliable operation.

Scope of Work: This project replaces the HLS #1 tank as well as the scaled pipe network between the tanks to improve performance. The scope of work of this Capital Improvement is:

- Remove and replace HLS #1.
- Optimize flow path between the HLS tanks to provide redundancy and improve efficiency.
- Replace scaled piping between the HLS tanks.
- Replace distribution valves between HLS tanks.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be prepared during the development stage including the protection of live utilities, and the provision of fencing to prevent unauthorized access to construction areas. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University a potential interruption to Lot 14 to locate a construction staging area.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $79,530.

Additional Information:



Figure 1. Aged HLS #1.

Figure 2. Aged Hot Lime Softener #1.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/1-020

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $2,070,178.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) HLS tank will be replaced with a tank of similar size, and (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) any repairs to or the replacement of HLS #2, and (ii) the repair or replacement of booster pumps, backwash pumps, or other equipment associated with the charcoal and zeolite systems.

(E) Proposed schedule: EPC (Const.) extends through February 2025. EPC (Commiss.) occurs in March 2025. Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: Some improvement from reduced energy consumption and water losses.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $2,035,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None. Minimal savings from improved flow path and reduced pumping costs.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-023

PROJECT CODE: 24/2-023

PROJECT NAME: Emergency Generator at the South Campus Chiller Plant

UTILITY SYSTEM: Chilled Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low. The impact associated with resiliency is low (extended outage and building shutdown).

The likelihood of these events is low.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The South Campus Chiller Plant (SCCP) is not backed up with emergency power. Without power, chilled water cannot be distributed to campus buildings with year-round critical cooling loads during outages. Cooling loads on campus would be met as long as the Thermal Energy Storage (TES) tank is charged. These subsystems are critical to the successful operation of the chilled water system. Installing a generator improves resiliency and mitigates risk to critical campus cooling loads such as research and servers.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Provide chilled water to critical campus cooling loads during power outages.
- Mitigate resiliency issues associated with a lack of backup power.

Scope of Work: This project installs a generator sized to support the TES tank and associated pumping needed to distribute chilled water to campus, but not to run the chillers or cooling towers to produce chilled water. This is a first step towards supplying chilled water to campus during a power outage to achieve Performance Standards. Future Capital Improvements will be proposed to operate chillers and cooling towers during outages.

The scope of work of this Capital Improvement is:

- Install a 480V, 3-phase, 300kW diesel generator with 24-hour belly tank on exterior of building.
- Install ATS, emergency panel, circuits, and controls to support chilled water circulation pumps, TES tank sensors, and controllers.
- Connect Water Systems SCADA panel to emergency circuit.
- Construct enclosure and fencing around generator.

There is no recommended related work beyond the Line of Demarcation associated to this Capital Improvement.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-023

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report as applicable.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A safety plan will be developed including the protection of live utilities, the provision of fencing to prevent unauthorized access to construction areas, and confined space work. Temporary traffic and/or pedestrian accommodations will be implemented as needed.

The Concessionaire will coordinate with the University for potential chilled water disruptions.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $72,050 and will also include an electrical load assessment to right size the new generator.

Additional Information:

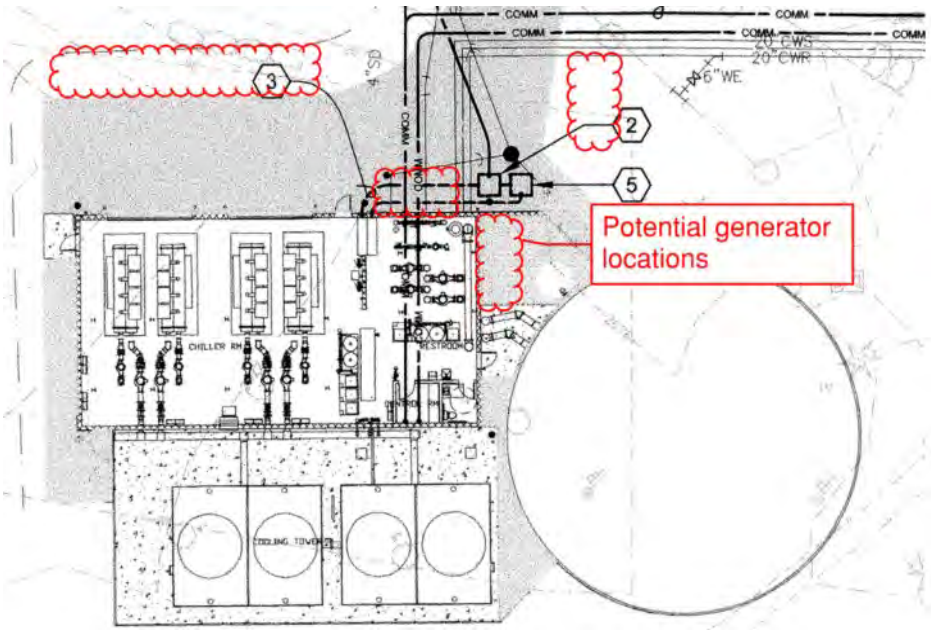


Figure 1. Potential exterior locations for the generator.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/2-023

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $671,431.

(B) Forecasted annual operations and maintenance costs: +$5,400. The increase is associated with labor and fuel cost for regular service checks on new equipment.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) the generator does not need to be sized to support chilled water production to reduce cost and footprint, and (ii) workable solutions for all required coordination with University activity will be achievable. Coordination with the University for other work that may impact this project will occur. Excluded work includes (i) the repair or replacement of the building's electrical systems, and (ii) the protection or restoration of impacted vegetation (owner is University).

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: There will be a minor impact from the fuel consumption of the diesel generator.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $660,000.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-080

PROJECT CODE: 24/4-080

PROJECT NAME: Golf Course Water Tank Recoat

UTILITY SYSTEM: Domestic Water

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is low (some life safety risks due to water quality and structural damage to tank, difficulty to access beacon safely). The impact associated with resiliency is low (potential loss of redundancy to system).

The likelihood of these events is low (existing coat is reaching expected life and showing signs of wear).

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: The Golf Course Water Tank was constructed in 1979. Its exterior was recoated in 2008 and is showing some signs of fading and deterioration as it ages. The interior, however, has never been recoated and is beyond its life expectancy. Recoating increases the useful life of the tank by reducing corrosion that can pose both a health issue due to contaminated drinking water and a severe life safety issue if the structural integrity of the tank becomes compromised.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

- Increase life expectancy of the Golf Course Water Tank.
- Mitigate safety and resiliency issues associated with end-of-life coatings.

Scope of Work: This project includes a full preparation and recoating of both the interior and exterior surfaces of the tank to include all supports and appurtenances. When the tank was last recoated the "University of Idaho" icons were repainted, however the University may desire new icons and colors. Coordination with the University will occur during the Additional Work stage so the new icon can be priced appropriately. The scope of work of this Capital Improvement is:

- Mobilization of all required material, labor, and equipment.
- Containment of all materials being removed from tank, staging, and delineation of job site.
- Abrasive blasting interior, exterior, supports, and all other accessories.
- Application of coating interior, exterior, supports, and all other accessories.
- Repainting of "University of Idaho" or different icons depending on University's direction.
- Waste disposal of abrasive blasting media and original coating.
- Disinfection of tank per University's and/or IDEQ's requirements.
- Replacement and installation of an FAA-certified LED beacon light.
- Install safety ladder on top of the tank to access beacon light.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-080

There is no related work beyond the Line of Demarcation associated to this Capital Improvement.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the Additional Work stage.

The Concessionaire will coordinate with the University for any laydown areas.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $56,980 and it will also include (i) the verification of paint/coating colors and icon design with the University, (ii) a review of health and safety requirements for confined space and fall protection plans, (iii) the development of a preliminary order of operation for tank drain down, and (iv) the creation of a constructability plan.

Additional Information:



Figure 1. Existing Golf Course Water Tank. New color and icons will be coordinated with the University.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/4-080

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $7,070,519.

(B) Forecasted annual operations and maintenance costs: +$0.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) pricing is provided for the "University of Idaho" icons if repainted as-is, (ii) efforts will be made to mitigate impact on surrounding trees and vegetation, and (iii) workable solutions for all required coordination with University activity will be achievable. Excluded work includes (i) the restoration of vegetation (owner is University), and (ii) any repairs to any structural damage identified.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: None.

(G) Anticipated tax credits or other benefits: No tax credits or other benefits have been identified.

(H) Fee or charge payable to the Operator: $6,947,600.

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: None.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-081

PROJECT CODE: 24/3-081

PROJECT NAME: North Farm Agrisolar Array

UTILITY SYSTEM: Electric

DATE SUBMITTED: February 1, 2023

SAFETY AND RESILIENCY ASSESSMENT:

The impact associated with safety is n/a. The impact associated with resiliency is n/a (supports future resiliency improvements via reduced disruptions from power outages).

The likelihood of these events is n/a.

Likelihood	High	3	2	1
	Med	4	3	2
	Low	5	4	3
PHASE ASSIGNED		Low	Med	High
		Impact		

Background: There are multiple potential sites for utility-scale solar arrays on campus, with the most promising locations at the dairy and sheep farms. This project continues the University's effort to reduce energy costs and greenhouse gas emissions by installing two ground-mounted photovoltaic (PV) arrays (the Generating Facility). Two sites are proposed, with a total capacity of 7.34 MWdc, which will be connected to the West Feed. Connecting to the West Feed will allow for future integration with the campus microgrid, reducing the impact of outages on the Avista grid, and the "behind the meter" approach will ensure the University realizes the maximum potential energy savings.

Coordination with the College of Agricultural and Life Sciences (CALS) will be needed to utilize these sites, as they are used to support their operations, and this is an opportunity to work with CALS to jointly benefit both efforts. The project proposes co-locating one of the arrays with the sheep farm. The sheep will keep vegetation from interfering with the PV modules, reducing the overall O&M needs, while the sheep benefit from grazing and shade in the summer. This serves the University's educational and research goals as a platform and collaboration opportunity between the Colleges of Agriculture and Life Sciences, Engineering, and Business. While specific sites are proposed here, ground mount PV arrays are flexible and coordination with CALS is needed to determine the most suitable locations to support both needs.

Besides the large economic and educational benefits, this project will significantly reduce the University's carbon footprint by reducing the amount of fossil fuel-derived electricity it purchases, which is vital to meet the University's 2030 carbon neutrality goal. The project also qualifies for the Solar Investment Tax Credit (ITC) program as part of the Inflation Reduction Act, passed in 2022, with up to 40% of the project cost covered as a direct cash rebate. There is also a potential to coordinate with the Department of Energy (DOE), the National Renewable Energy Laboratory (NREL), and Avista Utilities for grants and other additional funding. It is highly recommended that this project be approved for construction before these opportunities expire.

Approval of this Capital Improvement is necessary to mitigate a variety of risks, claims and damages (including those associated with life safety, property damage, system downtime, system resilience, operational interruption), as well as compliance with Performance Standards and Key Performance Indicators.

Objectives: The main objectives of this Capital Improvement are:

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-081

- Reduce electricity costs for the University.
- Reduce campus' greenhouse gas emissions as part of the 2030 carbon neutrality goal.
- Support agricultural research and educational opportunities via combined land use.
- Provide for future microgrid expansion to increase resiliency to utility power outages.

Scope of Work: The scope of work of this Capital Improvement is:

- Installation, connection, integration, and commission of a 4.981 MWdc fixed tilt, ground-mounted PV array at the Dairy Farm.
- Installation, connection, integration, and commission of a 2.397 MWdc fixed tilt, ground-mounted PV array at the Sheep Farm.
- Construct access roads to sites.
- Install permanent fencing around sites.
- Install high voltage transmission lines necessary to connect sites to the West Feed.

There is no recommended related work beyond the Line of Demarcation associated with this Capital Improvement. This will be confirmed during the Additional Work stage.

Deliverables: The deliverables of this Capital Improvement are:

- Additional Work (Preliminary Engineering Assessment):
  - 50% design documents.
  - Incentive award documentation, if applicable.
- Cost proposal for fixed-priced construction will include:
  - Utility provider interconnection upgrade budget, if applicable.
  - List of inclusions, exclusions, and potential allowances to carry, if any.
  - Pricing expiration date and timeline for the commitments the University needs to make to hold pricing.
  - Proposed construction schedule.
- Project documents:
  - Design and as-built documents.
  - O&M manuals.
  - Commissioning report.

Safety and Logistics: To the extent required by applicable law, the University will provide (i) an asbestos survey covering any area to be disturbed by a demolition or renovation work; or (ii) proof that the original work was completed using asbestos-free materials. In accordance with the Concession Agreement, the University will be responsible for abatement of any Hazardous Substances, including asbestos and lead-based paint, which originated prior to Closing.

A detailed safety plan will be developed during the development stage.

The Concessionaire will coordinate (i) with the University and the farms for potential site locations and the interaction between the PV array and the farm operations, (ii) with University and Avista for interconnection requirements, and (iii) the City of Moscow as needed.

Approach: As established in section 4.3(c), the Concessionaire requests that the University respond to this proposed Capital Improvement only pursuant to section 4.3(c)(ii), requiring that the Concessionaire perform additional work, to provide more information regarding the scope, design, and cost of the proposed Capital Improvement. The anticipated cost of such additional work is $536,470 and will also include (i) engagement with the

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-081

University and other stakeholders as needed to secure approval of the Generating Facility locations and design constraints, (ii) coordination with Avista Utilities for the interconnection applications and any studies necessary to determine the design, infrastructure upgrades, and interconnection costs for the Generating Facility, as applicable (pricing assumes standard interconnection review and approval with no system impact studies required), (iii) coordination and processing of applications to secure available incentives from Avista Utilities or other entities, if available, (iv) coordination with Avista Utilities as needed regarding programmatic requirements, (v) compliance with applicable permitting requirements, (vi) geotechnical study, (vii) title report and land surveys (easements, underground utilities, elevations/topography), as needed, (viii) 50% plans (architectural, electrical, structural), (ix) arborist report, as needed, and (x) planning and zoning pre-application submittals, coordination, and approval of the project concept for the Generating Facility, if applicable.

Additional Information:



Figure 1. Potential PV site at the Dairy Farm.



Figure 2. Examples of agrisolar projects with co-located sheep and PV arrays.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-081

Pursuant to the Long-term Lease and Concession Agreement, Section 4.3.(c) (2), the following information is presented for this Capital Improvement:

(A) Total Cost: $19,822,953.

(B) Forecasted annual operations and maintenance costs: +$60,864. Arrays, high voltage transmission lines, and step up transformers will need additional O&M including module replacements, inspections, thermography, monitoring, and cleaning. Vegetation and pest management will be the University's responsibility. No ongoing land use cost is anticipated.

(C) Proposed modification to the Recovery Period: None.

(D) Explanation of all relevant assumptions, variables, and data sources: See previous narratives. In addition, it is assumed that (i) a conversation will be held between the Concessionaire and the University, prior to the approval of the Additional Work to provide a feasibility study, understand their expected return on investment, (ii) the Additional Work and indicative budgets will be rescoped and/or repriced as needed to account changes in system type/location, planning/zoning requirements, University requests, Utility Provider requirements, and other unforeseen circumstances, (iii) indicative Budget estimate does not include ITC credit or other funding opportunities, (iv) it is assumed that the existing overhead power lines from the North Farms will be in suitable condition to support the solar array, (v) underground construction conditions will be reasonably free of obstruction, conflict, hazardous materials that could impede completion (vi) workable solutions for all required coordination with the University, Avista Utilities, and the Idaho Public Utility Commission will be achievable. Excluded work includes (i) battery storage, (ii) system impact study, (iii) utility curtailment controls, non-export controls, telemetry, or interconnection upgrades, (iv) maintenance of vegetation after construction (owner is University), (v) disconnection/reconnection of any irrigation lines (owner is University), and (vi) replacement or repairs of existing overhead power lines.

(E) Proposed schedule: Dates may vary.

	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24	01/25
Additional Work																							
Interc. Negotiation																							
EPC (Dev.)																							
EPC (Const.)																							
EPC (Commiss.)																							

(F) Impact on Sustainability: An 11% reduction in total carbon footprint of campus (based on FY20 GHG data). Improvement due to a reduction in the purchase of electricity from Avista.

(G) Anticipated tax credits or other benefits: 40% of Capital Improvement may be covered by an Investment Tax Credit. There is a potential opportunity for grant funding via DOE/NREL and support from Avista.

(H) Fee or charge payable to the Operator: $19,500,800.

CAPITAL IMPROVEMENT PROJECT SHEET – 24/3-081

(I) Proposed changes to the limits on the professional liability insurance coverage: All engineering and consulting firms engaged for Capital Improvements proposed for Approval will have a limit of $1,000,000 limit or greater on the professional liability insurance coverage. The premium associated to such policy is usually prorated by the firm over their annual contracts.

(J) Potential change in Supply Costs or consumption of Supplies: -$617,459, electricity. It is assumed a typical generation at a rate of $0.061 per kWh. Added generation may change University's rate schedule with Avista.

STRATEGIC INITIATIVES FUND (SIF)

INVESTING IN OUR FUTURE

- The Strategic Initiatives Fund (SIF) is a single-purpose 501(c)(3) that invests, manages, and distributes the net closing proceeds from the P3 transaction.
- Governance:
  - SIF Board of Directors (UI CFO, SBOE member, current Legislator)
  - Investment and spending policies to achieve the maximum value to current and future beneficiaries over 50 years. Two-part Spending formula for the Long Term Account:
    - **Rate Spend** = maximum of 2.5% rolling average of most recent 12 quarter-end market values
    - **Corpus Spend** = (most recent Dec 31 market value – **Rate Spend**) / years remaining in Agreement

SIF investment balances, December 31, 2023:

Long Term Account – *funds distributions to the University for strategic initiatives*	$142.7 million
Utility Subsidy Account – *funds the utility fee costs that exceed University current resources*	19.8 million
Terminal CapEx Account – *held until termination to fund balance of CapEx project payments*	0.9 million
Total investment account balance 12/31/2023	**$163.4 million**

STRATEGIC INITIATIVES FUND (SIF)

INVESTING IN OUR FUTURE

- Investments in three strategic initiatives – **$19.8M over three years:**
  - Student Success
    - Scholarships $ 925,000
    - Online Excellence 1,000,000
    - Recruitment & Retention 325,000
    - Total Student Success $ 6,900,000
  - Research & R1 Goal 10,500,000
  - Telling Our Story 2,359,991

Total distributions to the University **$19,759,991**

OUTCOMES & ROI

STUDENT SUCCESS, RESEARCH & MARKETING

CUMULATIVE DATA FY22 THROUGH YTD FY24 (USING FY21 AS BASE YEAR EXCEPT WHERE NOTED)

Enrollment

- Total enrollment up 10% headcount / 7% FTE
- Tuition revenue up $11.3M / 12%
- Auxiliary revenue up $5.1M / 24%
- Largest two freshman classes in history
- On-campus housing occupancy up 22% (A)
- On-campus dining up in all categories

Research

- Proposals submitted ($) up 15% (A)
- Awards received ($) up 30%
- Research expenditures up 30%
- Largest awards in University history
- Increase in post-docs and grad student positions

(A) Using FY20 as base year for Auxiliaries revenue and housing occupancy due to the COVID impact in FY21 (Fall 2020 – Spring 2021), and also for Research Awards

SUBJECT

Program Progress Reports

REFERENCE

December 2013	The Board approved amendments to Policy III.G. that require institutions to provide a report on graduate programs approved by the Board.
October 2019	The Board approved a first reading of proposed amendments to Policy III.G. requiring review of all new baccalaureate degree programs at all public postsecondary institutions.
December 2019	The Board approved a second reading of proposed amendments.
April 2021	The Board was presented with program progress reports for baccalaureate and graduate programs offered by Idaho public institutions.
April 2022	The Board was presented with program progress reports for baccalaureate and graduate programs offered by Idaho public institutions.
April 2023	The Board was provided with program progress reports for baccalaureate and graduate programs offered by Idaho public institutions.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.9, Postsecondary Program Review and Approval

BACKGROUND/DISCUSSION

Board Policy III.G.9. requires all institutions to provide an initial progress report on new graduate and baccalaureate programs approved by the Board. This provision was added in response to Board member inquiries regarding the status of new programs and whether institutions met their projected enrollments from initial proposal submission. This report is provided to Board members to help evaluate whether programs are meeting expectations regarding continued student interest and sustainability.

Board staff, with input from the Council on Academic Affairs and Programs, developed a template and a timeline to determine when programs will be reviewed.

- Baccalaureate programs - reviewed after six years of implementation.
- Master's programs - reviewed after four years of implementation.
- Doctoral programs - reviewed after six years of implementation.

In accordance with Board Policy III.G.9.b, Boise State University, Idaho State University, Lewis-Clark State College, and University of Idaho have submitted progress reports for this review cycle.

IMPACT

Program progress reports provide the Board with updates on new baccalaureate and graduate programs and whether institutions met intended goals and benchmarks.

ATTACHMENTS

Attachment 1 – Program Progress Reports

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The following represents a summary of results for each of the 21 programs reviewed, whether initial enrollment and graduate projections were achieved, and future plans for either boosting numbers, planned marketing strategies, or considerations for program discontinuation.

Five (5) programs reported they exceeded their projections for enrollment and/or graduates.

Boise State University	Bachelor of Arts, Global Studies
Boise State University	Bachelor of Arts, Special Education
Boise State University	Ph.D., Ecology, Evolution and Behavior
Idaho State University	Master of Arts in Spanish
University of Idaho	Bachelor of Science, Medical Sciences

Five (5) programs reported they met their initial projections for enrollment and/or graduates.

Boise State University	Master of Science, Genetic Counseling
Boise State University	Bachelor of Arts, Urban Studies and Community Development
University of Idaho	Bachelor of Science, Horticulture and Urban Agriculture
University of Idaho	Bachelor of Science, Biotechnology and Plant Genomics
University of Idaho	Bachelor of Science, Crop Science

Eleven (11) programs reported they did not fully meet their initial projections for enrollment and/or graduates.

Boise State University	Bachelor of Business Administration (online)
Idaho State University	Master of Science in Clinical Psychopharmacology
Idaho State University	Master of Nutrition with Dietetic Internship
Lewis-Clark State College	Bachelor of Arts/Bachelor of Science, Psychology: Secondary Education
Lewis-Clark State College	Bachelor of Arts/Bachelor of Science, Secondary Education: Communication Arts
Lewis-Clark State College	Bachelor of Arts/Bachelor of Science, Sports Media Studies
University of Idaho	Bachelor of Science, Entomology
University of Idaho	Bachelor of Arts/Bachelor Science, Film and Television Studies
University of Idaho	Bachelor of Science, Crop Management
University of Idaho	Master of Science, Plant Pathology
University of Idaho	Bachelor of Science, Soil and Water Systems

For the 11 programs that did not fully meet their initial projections, institutions cited the following factors that may have impacted growth: faculty turnover, effects of the COVID-19 pandemic, changes to certification requirements, delivery options available to students, or limited resources at the time of implementation. Institutions will continue to monitor program progress for sustainability of these programs. Long-term sustainability of all programs, including those that have not met initial projections, will be monitored through the regular Program Prioritization process as described in Board Policy III.F.

Boise State University

The Bachelor of Arts in Global Studies was approved by the Board in February 2017 and implemented Fall 2017. The program projected an initial enrollment of 20 students in its first year with increment increases of 20 enrollments each year thereafter. According to the numbers reported, the program surpassed projections in the first two years of the program with 24 enrollments in Fall 2017 and 53 in Fall 2018. The program maintained steady enrollment until Fall 2020 when numbers dipped to 60 enrollments compared to the 80 projected. The program reports this was primarily due to the COVID-19 pandemic. The number of graduates met or exceeded projections except in FY23. The report noted that the program underwent a thorough revision of curriculum and program learning outcomes, which were implemented in Fall 2023. To further increase enrollment, the program plans to initiate marketing and recruitment efforts with a focus on Idaho high school graduates. The program anticipates the enrollment numbers will grow and stabilize at approximately 60 students. While this number is lower than initially projected, it better reflects the student demand.

The Bachelor of Arts in Special Education was approved in April 2017 and implemented in Fall 2017. The program reports that enrollment exceeded expectations with approximately twice as many students enrolled per year. The program projected 2-10 enrollments over six years. The program's actual enrollments were five in year one with approximately 11-22 enrollments over five years. The program reports that the number of graduates fluctuated from year to year but has largely been within projections. There were no graduates reported for FY23; however. Boise State reports that the program is sustainable at its current enrollment numbers.

The Bachelor of Arts in Urban Studies and Community Development was approved in December 2016 and implemented in Fall 2017. The program projected 20 initial enrollments in Fall 2017 and anticipated an increase by 20 enrollments each year to reach 120 by year six. The program reported that while current enrollments are encouraging, those did come in below initial projections with 10 in Fall 2017 and 24-35 over six years. The program cites this is partly due to the pandemic's impacts on the program's ability to offer experiential learning opportunities and on faculty's ability to promote the program within the institution and region. The graduate numbers have largely met expectations with four

graduates in FY19 compared to zero projected and reached 12 by FY22. The program reports that they implemented a comprehensive curriculum revision in Fall 2023 to address the lower-than-expected enrollment. Boise State reports that the program is expected to be sustainable with an enrollment of approximately 40 students and graduates of 10 per year.

The online Bachelor of Business Administration in Management was approved by the Board in February 2017 and implemented Fall 2017. The program featured a robust enrollment exceeding 300 actively enrolled students in Fall 2023 and 317 graduates from the 2018-2023 academic years. While enrollment numbers have been healthy with 31 initial enrollments and a range of 112-306 over the last six years, those did not fully meet projections, which were 30-440 over six years. The program indicated this was partly due to lower initial enrollment numbers at the start of the program caused by unforeseen circumstances like the pandemic and job market shifts. Despite this, the program remains confident that their high-quality online program will continue to expand and eventually meet their enrollment targets, albeit over a slightly longer timeframe than initially projected. The program reports that the number of graduates exceeded initial annual targets but fell short of projected numbers in the last few years. It's important to note that the estimated numbers were based on the higher enrollment projections. Additionally, the university notes that initial projections in 2017 were based on limited resources at the time. Since then, Boise State has adopted new tools to better estimate student headcount projections for online programs. The program noted they anticipate approximately 125 students will graduate in FY24.

The online Master of Science in Genetic Counseling was approved by the Board in October 2017 and implemented Fall 2019. The program reports that they experienced high demand and fluctuating enrollment over the years. The program projected 10 initial enrollments beginning in Fall 2019 to reach 33 in Fall 2023. Actual enrollments came in slightly higher in the first initial year with 12 enrollments and 24 in Fall 2020 compared to 22 projected. The numbers fluctuated over the last three years but did not increase in Fall 2022 as expected. The program cites this is partly due to the pandemic related to labor market issues in the health care industry, which significantly affected genetic counseling and available clinical supervisors and sites. Additionally, the program notes that many health care programs are experiencing the unintended consequences of the Idaho Abortion Law that went into effect in July 2023, which has impacted the availability of clinical sites. This has hindered the ability of the program to seek other new clinical rotation sites and is contributing to the program's limited enrollment growth current and future. The program reports that the number of graduates has consistently met projections with 11 reported in FY21 compared to the 9 initially projected and 12 in FY22. There was a slight dip in FY23 with 10 enrollments due to the loss of one student because of the pandemic and two students who took a break but returned the following year. The program noted they anticipate 14 students to graduate after Spring 2024 semester. The program

plans to continually review and monitor the availability of clinics both in Idaho and nationally as states may pass new laws that can impact clinical availability, and clinical experience is necessary to complete this degree program. To address this, the program is doing two things: 1) working on identifying and engaging with new clinics nationwide as much as possible, and 2) adjusting the enrollment numbers in the program depending on the clinical placement availability. The program anticipates the enrollment will likely be more limited in the future and will adjust expected enrollment accordingly.

The Ph.D. in Ecology, Evolution, and Behavior was approved by the Board in February 2016 and implemented in Fall 2017. The program initially projected enrolling an average cohort of seven students per year. Based on the information provided, actual numbers superseded enrollment projections starting in Fall 2018 with 15 enrollments and reached 34 in Fall 2023. The program estimated that graduates would be expected after six years of implementation and reported that they saw their first doctoral graduate within four years of implementation. However, they indicated the initial average of 6.5 per year was not fully met. The primary factor cited was the limited availability of funding for graduate assistant (GA) lines. The proposal initially requested 22 GA lines; however, due to expiration of one-time funds and other budget reductions, the program is currently limited to 11.5 GA lines. Due to this limitation, the number of graduates would be expected to be closer to 3.5 graduates, which would align with the actual number of graduates reported (4 graduates in year six).

Idaho State University

The Master of Arts in Spanish was approved in December 2018 and implemented Fall 2019. The program initially projected two enrollments at implementation in FY20 and 7-30 over the next five years. Actual numbers superseded projections with 46 enrollments in FY21 and 127 by FY23. The program projected four graduates by FY23 and exceeded this number with 12 graduates and 24-35 graduates over the subsequent two years. Due to part-time enrollments, most of which are working professionals and teachers, the average time to completion varied. The program adjusted staffing and course schedules to meet the demands for additional summer course offerings and has also implemented a new admissions process that provides better admissions assessment criteria and a more holistic view of applicant that will achieve greater student success.

The Master of Science in Clinical Psychopharmacology was approved by the Board in December 2018 and implemented Fall 2019. The program admits licensed psychologists full-time or part-time in either a track to train psychologists who intend to prescribe medications that includes additional clinical training hours and synchronous course work; or an online, didactic-only track that includes asynchronous course work. The program initially projected four students at implementation with 8-18 enrollments over the next five years. Based on the information provided, the program did not fully reach enrollment projections with

actual enrollment ranging from 3-13 over a five-year period. The program also reports that initial graduate projections were not met with two in FY21 and three in FY22 compared to the 4-6 projected. The primary factor for low enrollment is when originally launched, the program only offered in-person synchronous course work and clinical training hours, with no online or clinical training hours option. This meant that practicing psychologists were having to relocate to Boise, leaving behind their practices, to matriculate into the program. The program has since added an asynchronous, online program without the requirement of clinical training hours (which are available to practicing psychologists outside of ISU's program). This has led to the subsequent expansion in enrollment with their current year's cohort standing at 13 (seven more than two years ago). ISU believes the addition of the new online track will allow the program to meet enrollment and graduation projections within the next two to four years. ISU also notes that Clinical Psychopharmacology programs are evaluated by the American Psychological Association Designation Committee for Education and Training Programs in Psychopharmacology for Prescriptive Authority and was initially granted APA designation for three years on January 6, 2021.

The Master of Science in Nutrition initial proposal comprised two tracks: one that included a Dietetic Internship and one that did not. Adding the master's degree was in response to a change to the profession of requiring a graduate degree to sit for the national exam for dietitians that went into effect January 1, 2024. The program initially projected 22 enrollments at implementation and 40 enrollments for each of the following five years. The program reported 18 enrollments at implementation and has remained stable in the low 30s for the last three years. The program notes that numbers provided in the report include five enrollments in the MS in Nutrition track. Due to lower numbers, the program focused its limited resources on the MS in Nutrition, Dietetic Internship track. The last graduate from the MS in Nutrition was Fall 2022. The program initially projected 18 graduates in FY21 and anticipated reaching 22 by year four. Based on the information provided, graduate numbers were not fully reached with 13-16 graduates over four years reported. The program believes the expansion of the undergraduate Didactic Program in Dietetics to the Meridian campus in Fall of 2024 will allow them to reach initial enrollment and graduation projections in the next review window.

Lewis-Clark State College

The Bachelor of Arts/Bachelor of Science, Psychology: Secondary Education major was approved in March 2017 and implemented Fall 2017. The program initially projected six enrollments in FY18 to reach 21 enrollments by FY21. Based on the information provided the program did not meet enrollment projections reporting four students in FY19 and 1-4 enrollments for subsequent years. The program projected one graduate in FY19 to reach two by FY22. To date, the program has not had any graduates. As the numbers suggest, traditional enrolled students have not seemed to gravitate to this program. The program indicates that one reason might be that, unlike other Secondary

Education degrees, Psychology: Secondary Education is not a single subject teaching endorsement and does not include coursework for a second endorsement. Consequently, students earning the degree would need to earn an additional 20 credit endorsement to be eligible for Idaho certification. Compared to other Secondary Education areas, there are far fewer online and virtual remote course options for Psychology: Secondary Education. To attract more students, Psychology faculty members are increasingly expanding the number of online courses being offered.

The Bachelor of Arts/Bachelor of Science, Secondary Education: Communication Arts was approved in May 2017 and implemented Fall 2017. The program reports they had an average enrollment of 3.4 students per year. Initial enrollment projections were three in FY18 and the program anticipated reaching 10 in FY21 and for subsequent years. Based on the information provided, the program did not fully meet enrollment projections with five reported starting in FY20 and a range of 3-7 enrollments for subsequent years. The program projected one graduate starting in FY21 with 1-2 graduates for subsequent years. To date, the program has not had any graduates. The program was introduced following a request from Teacher Education faculty due to shortages of teachers certified to teach communication arts. Initially designed for post-baccalaureate candidates seeking certification through alternative pathways, the program was deemed necessary to meet state certification requirements, which mandated a traditional certification route through a bachelor's degree program. However, recent changes in the state's education policies now allow certified English teachers to also teach speech/communication classes, rendering the separate communication arts endorsement less essential for most Idaho school districts. Consequently, the program is under review for discontinuation, pending further discussion with Teacher Education faculty and assessment.

The Bachelor of Arts/Bachelor of Science in Sports Media Studies was approved in May 2017 and implemented in Fall 2017. The program reports that they had an average enrollment of 9 students per year. Initial enrollment projections were 10 in the first year to reach 50 by year six. Based on the information provided the program did not reach enrollment projections and reported an enrollment of three students at implementation with a range of 4-15 enrollments for subsequent years. The program projected three graduates by year three with 3-7 for the ensuing years. Based on information provided, actual graduate numbers were not fully reached with one graduate reported in FY20 and 1-3 for the subsequent years. Lewis-Clark State College indicates the Sports Media Studies degree program was launched during a period of high enrollment and popularity for sport-related programs at LC. Leveraging existing coursework and faculty resources from Kinesiology, Sports Management, and Communication Arts, the program adopted an interdisciplinary approach without creating new curriculum or hiring additional staff. Internship opportunities were integrated into the curriculum, utilizing resources such as the Sports Information

team, student-run newspaper, and local media outlets. However, despite these efforts, enrollments in Kinesiology and Sports Management declined shortly after the program's inception, and Sports Media Studies struggled to gain momentum. Despite challenges, the institution remains hopeful about the potential of the Sports Media Studies degree, as it is part of a broader range of programming, with costs embedded within existing "parent" programs. To help increase enrollment, faculty have plans to refine the program and expand both synchronous and asynchronous online course options making the Sports Media Studies major more accessible to distance learners.

University of Idaho

The Bachelor of Science in Entomology was approved in January 2017 and implemented summer 2017. The program initially projected 20 enrollments in FY18 and anticipated reaching 25 by FY23. The program reported five enrollments in spring 2018 and had 6-13 enrollments in subsequent years. While projections were not fully reached, the program reports that the program is growing and has doubled from six students in FY23 to 13 students in FY24. The program projected 20 graduates in FY19 with a range of 20-25 thereafter. Based on the information provided, the program did not meet graduate projections.

The Bachelor of Arts/Bachelor of Science in Film and Television Studies (renamed Film and Television program) was approved in February 2017 and implemented in Fall 2017. The program initially projected 40 total enrollments in FY18 with a range of 65-80 for the ensuing years. Based on the information provided, the program did not fully meet enrollment projections with seven initial enrollments and 22-56 enrollments in subsequent years. Both degrees, however, have experienced steady enrollment growth for the past six years and current enrollments suggest continued rate of growth into the future. The program provides that enrollment growth was slow in the first year because there were process delays before the programs could be advertised and the subsequent pandemic slowed program growth. University of Idaho believes the Film and Television degree programs will continue to attract, retain, and graduate students.

In 2017, U of I's College of Agricultural Life Sciences went through a significant reorganization that included creating new departments, creating new majors and converting program emphases to stand-alone majors. Those relevant to this review were converting Sustainable Cropping Systems to Crop Science, Environmental Horticulture to Horticulture and Urban Agriculture, Plant Biotechnology to Biotechnology and Plant Genomics, and creating a new Crop Management major. The program notes that the Crop Science major and Crop Management major were combined into one major titled Crop Science and Management in Fall 2023. This progress report is reflective of the five majors as part of the reorganization.

- **Horticulture and Urban Agriculture**. This major projected 26 enrollments starting FY18 to reach 39 in year five and reported 19 enrollments in FY20 compared to the 32 projected and reached 33 enrollments in FY22 compared to the 39 projected. Graduate numbers were achieved starting in FY19 with seven graduates and experienced a slight decrease in numbers in subsequent years.

- **Crop Science**. This major projected 16 enrollments starting in FY18 to reach 22 by year five and achieved those projections starting in FY20 with 19-27 enrollments over three years. Graduate numbers were not fully reached but steady in FY19 and FY20 with four graduates compared to the five projected with a slight dip in FY21. Numbers increased to 9 graduates in FY23.

- **Biotechnology and Plant Genomics**. This major projected eight enrollments in FY18 to reach 14 by year five and achieved those projections in FY20 with 10-19 enrollments over three years. Graduate numbers were not fully reached but steady for the first three years and reached projections by FY22.

- **Crop Management**. This major projected eight enrollments in FY17 to reach 60 by FY22. The program reported eight enrollments in FY20 and reached 16 enrollments in FY22. Based on the information provided, enrollment projections were not fully met. The program projected four graduates starting in FY19 with a range of 8-15 in the subsequent three years. The actual numbers reported were below this threshold with 1-5 graduates.

Over the last two years, the College has experienced faculty turnover. Teaching faculty vacancies temporarily reduced recruitment efforts and delayed offering some courses, while other courses have been taught on overload until new hires can be brought on board. The program has replaced some vacated positions and will continue to fill empty positions to teach plant science courses. With each new hire, the course load per position becomes more manageable for the associated teaching allocation.

The Bachelor of Science in Medical Sciences was approved in February 2017 and implemented in Fall 2017. The program reports that enrollments in this major started relatively high in the first year primarily due to enrolled students changing to the new major. The program projected 50 enrollments in the first year to reach 75 by year six. Based on the information provided, the program met and surpassed enrollment projections with 156 enrollments in FY19 compared to the 55 projected and reaching 194 in FY23 compared to the 60-75 projected for the following four years. The program projected five graduates by year three of the program and started showing graduates earlier with one graduate in FY18 and 4-45 over four years with a decrease in FY23 with 25 graduates.

The Master of Science in Plant Pathology was approved by the Board in August 2018 and implemented in summer 2019. The program notes that the first enrollments occurred in Fall 2019. The program projected 11 enrollments in FY20 to reach 13 by year six. Based on the information provided, the program did not fully reach the enrollment projections with two initial enrollments in FY20 and an average of five enrollments for subsequent years. The program projected three graduates in FY20 with 3-4 projected for ensuing years. Actual numbers of graduates were one in FY20 with five reported in FY22, one in FY24 and zero in FY21 and FY23.

The Bachelor of Science in Soil and Water Systems was approved in January 2017 and implemented summer 2017. The program provides that as of Fall 2023, they enrolled 64 students across three majors (Environmental Soil Science, Agricultural Systems Management and Water Science and Management). The Water Science and Management major slightly missed its enrollment target, with 7 students reported versus an expected 9, due primarily to recruitment challenges and significant faculty turnover just prior to the pandemic. Initial enrollments were projected at 15 enrollments in Fall 2018 and 20-30 enrollments for subsequent years. Based on the information provided, the program did not meet enrollment projections with two initial enrollments in FY19 and 2-6 enrollments for the ensuing years. The program projected one graduate in FY19 with a range of 5-7 over three years. The program did not fully reach projections and graduated two in FY22. Other years did not have graduates reported. The program is actively working to increase enrollment in this degree to ensure its sustainability. They have also hired a new hydrologist and initiated the recruitment of an irrigation specialist to bolster curriculum and attract more students. The COVID-19 pandemic's timing also adversely affected recruitment. Given the critical importance of water resources management in the State and the Western U.S., this major is pivotal. With strategic faculty enhancement and improved recruitment efforts, the program is confident in achieving significant enrollment growth.

BOARD ACTION

This item is for informational purposes only.

New Program Review

Institution:	**Boise State University**
Program:	**BA Global Studies**

Elements for Report

1. Executive Summary of the program report

   Established in fall 2017, Boise State's Bachelor of Arts in Global Studies program was a pioneering initiative, one of the first of its kind in the Intermountain West and Pacific Northwest. Conceived in 2016 with strong support from then-Mayor David Bieter, the Idaho Department of Commerce, and the Agency for New Americans, the program garnered widespread endorsement from across the university. Over 12 departments embraced and contributed to the curriculum, solidifying the program's interdisciplinary foundation and setting it on a path for success.

   While the initial three years of the Global Studies program saw enrollments align with projections, enrollment numbers in the last few years have fallen short of expectations. The number of graduates has exceeded or at least kept with projections except in FY23. The most significant factor in declining enrollments was the COVID-19 pandemic. During the pandemic, travel and lock-down restrictions significantly curtailed study abroad, internships and experiential learning. In response, the program underwent a thorough curriculum revision and a revision of its program learning outcomes, both implemented in fall 2023. This proactive approach demonstrates the program's commitment to continuous improvement and ensuring graduates are well-equipped for success in the evolving global landscape.

   Boise State's 2024 Academic Portfolio Optimization report by Hanover Research Services identified International Policy Analysis, a field under Global Studies, as an emerging academic area with high growth potential. In accordance, we expect the enrollment numbers will grow again and stabilize at approximately 60 students, lower than initially projected and based on our more recent and more complete understanding of student demand. The program is sustainable with an enrollment of 60 students and graduates of approximately 15 per year.

   To increase enrollments, we have initiated marketing and recruitment efforts targeting Idaho high school graduates from across the state. In addition, in summer of 2024, we are launching a fully online 7-week version of Global Studies 101. Global Studies 101 is a "Foundations of the Discipline" course in the social sciences at Boise State. Offering a fully online course will increase accessibility for all students and increase program visibility.

2. Brief overview of the program

Housed within the School of Public Service's Department of Global Studies, the Bachelor of Arts in Global Studies empowers students to thrive in an interconnected world. Three emphasis areas – Global Environment (replaced the Word Economics emphasis, which had low enrollments), International Governance and Development, and World Cultures – equip students with interdisciplinary expertise gleaned from collaboration across three colleges: Arts and Sciences, Business and Economics, and Education. This dynamic program fosters ethical, civically engaged citizens prepared to navigate the complex, diverse, and ever-evolving realities of our global community and workforce.

3. Enrollment and Graduates

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Actual (fall headcount)	24	53	57	60	53	46	41

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Projected fall headcount (per original program proposal)	20	40	60	80	100	120	N/A

Number of Graduates	Implementation Year: FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Actual	0	1	11	18	15	9	Not Available

Number of Graduates	Implementation Year: FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Projected (per original program proposal)	0	0	4	8	12	16	Not Available

Projected Enrollments and Graduates from original proposal – for reference

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Global Studies											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY 18 (first year)	FY 19	FY 20	FY 21	FY 22	FY 23	FY 18 (first year)	FY 19	FY 20	FY 21	FY 22	FY 23
20	40	60	80	100	120	0	0	4	8	12	16

New Program Review

Institution:	**Boise State University**
Program:	**BA Special Education**

Elements for Report

1. Executive Summary of the program report

   Launched in Fall 2017, Boise State's Bachelor of Arts in Special Education directly addressed critical needs identified by various stakeholders. Local school districts, facing a growing teacher shortage, advocated for a program to quickly equip new educators. The program provided a smooth transition for students with Associate's degrees in related fields from two-year institutions seeking special education certification. Recognizing the evolving interests of some students, the program offered flexibility for those exploring multidisciplinary studies, psychology, or other areas before committing to special education. This innovative approach empowers students to pursue dual majors or a standalone major in special education, even if they haven't identified it as their initial focus. Notably, in 2017, Idaho had only one other bachelor's program in special education, highlighting the program's significant contribution to the state's educational landscape by filling a crucial gap and offering unique flexibility for aspiring educators.

   Enrollment in Boise State's Bachelor of Arts in Special Education program has exceeded expectations (approximately twice as many students enrolled per year than is estimated to be in this specialized and small program). Program is sustainable at its current enrollment numbers. Number of students graduated has fluctuated from year over year, but has been largely within projections.

2. Brief overview of the program

   Housed within the College of Education's Early and Special Education Department, the Bachelor of Arts in Special Education program at Boise State University was specifically designed to address a critical and long-standing shortage of qualified special education teachers in the region. The program offers a streamlined and efficient path to earning special education teacher certification. The BA in Special Education program encompasses a broad range of exceptionalities, covering students from kindergarten through grade 12. Graduates of Boise State's BA in Special Education program are equipped to confidently teach in any special education classroom or program, with certification options spanning: P-12, P-8, and K-12.

3. Enrollment and Graduates

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Actual (fall headcount)	5	11	17	22	22	19	21

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Projected fall headcount (per original program proposal)	2	3	5	10	10	10	Not Available

Number of Graduates	Implementation: FY 18__	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Actual	0	0	0	3	5	0	Not Available

Number of Graduates	Implementation: FY 18__	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Projected (per original program proposal)	0	0	1	2	2	5	Not Available

Projected Enrollments and Graduates from original proposal – for reference

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Bachelor of Arts in Special Education											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY_18 (first year)	FY_19	FY_20	FY_21	FY_22	FY_23	FY_18 (first year)	FY_19	FY_20	FY_21	FY_22	FY_23
2	3	5	10	10	10	0	0	1	2	2	5

New Program Review

Institution:	**Boise State University**
Program:	**BA Urban Studies and Community Development**

1. Executive Summary of the program report

   Launched in 2017, the Bachelor of Arts in Urban Studies and Community Development cultivates skilled urban analysts equipped with in-depth understanding of how cities, communities, and regions operate, particularly within the Intermountain West. At that time (and is still the case), there were no similar undergraduate programs at other Idaho public institutions. The program's graduates are empowered to pursue diverse careers, including community development administrators, economic development analysts, city managers, and transportation directors. The program garnered critical support from the then-mayors of Meridian, Coeur d'Alene, Eagle, and Middleton.

   As Idaho grows, demand for graduates in this field is expected to be relatively high. Boise State's 2024 Academic Portfolio Optimization report by Hanover research characterized Idaho's and the region's labor demand in Urban Studies and Community Development as a "high growth" area. This is reflected in the program's impressive record placing graduates in professional positions at government agencies (including the cities of Meridian, Caldwell, Eagle, and Boise), planning firms, and nonprofit organizations within the state and region.

   While current enrollment figures are encouraging, they are below initial projections. This is partly due to unexpected events, such as the pandemic's impacts on enrollments, on the program's ability to offer experiential learning opportunities, and on faculty's ability to promote the program within the institution and the region. However, number of graduates have largely met expectations, showing the efficiency in the program getting students to the graduation. In response to the lower than expected enrollments, the program implemented a comprehensive curriculum revision in Fall 2023. This revision introduced several new URBAN courses, enhancing student flexibility and offering significant benefits for transfer students. Program leadership is currently working to identify additional opportunities to align the curriculum with area community college programs and to market the degree within our region. Newer studies and experience lead us to reconsider the initial enrollment estimates and lower them to 40 students per year. The program is expected to be sustainable with an enrollment of approximately 40 students and graduates of 10 per year.

2. Brief overview of the program

   The complex world of urban issues and community development is the focus of the interdisciplinary Bachelor of Arts in Urban Studies and Community Development, housed within the Department of Urban Studies and Community Development. This unique

program leverages the expertise and collaboration of various colleges, including Arts and Sciences, Health Sciences, Business and Economics, and Engineering, to equip graduates with the skills needed to tackle the Intermountain West's specific challenges. Through a diverse blend of classroom learning, hands-on projects, partnerships with local communities, research opportunities, and interdisciplinary collaboration, students gain the knowledge and experience to become a changemaker, prepared to address real-world urban issues and community development needs.

3. Enrollment and Graduates

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Actual (fall headcount)	10	24	30	25	35	26	25

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Projected fall headcount (per original program proposal)	20	40	60	80	100	120	Not Available

Number of Graduates	Implementation Year: FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Actual	0	4	7	3	12	12	Not Available

Number of Graduates	Implementation Year: FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Projected (per original program proposal)	0	0	4	8	12	16	Not Available

Projected Enrollments and Graduates from original proposal – for reference

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Urban Studies and Community Development											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY 18 (first year)	FY 19	FY 20	FY 21	FY 22	FY 23	FY 18 (first year)	FY 19	FY 20	FY 21	FY 22	FY 23
20	40	60	80	100	120	0	0	4	8	12	16

New Program Review

Institution:	**Boise State University**
Program:	**BBA Management (online)**

Elements for Report

1. Executive Summary of the program report

   Launched in Fall 2017, our Bachelor of Business Administration (BBA) in Management program delivers accessible, high-quality business education to students seeking flexibility due to work or personal commitments. Aligned with the Complete College Idaho initiative, the program empowers Idahoans to elevate their education and career prospects. Notably, U.S. News & World Report ranks our program #23 nationally, placing it within the top 12% of all online BBA in Management programs nationwide.

   The BBA in Management program boasts robust enrollment, exceeding 300 actively enrolled students in fall 2023, and 317 total completions spanning from 2018-2023. While enrollment is very healthy and continues to grow every year, it fell short of the aspirational goals listed in the original State Board proposal. This was partly due to lower new start numbers caused by unforeseen external influences like the pandemic and job market shifts, and partly because students are graduating with the degree in fewer semesters than projected in the initial proposal. With an increased pace to degree, the cumulative number of students enrolled in the program will not compound in the initial manner projected. We expect that this high quality, fully online program will continue to grow and reach numbers expected, however, it will likely take a few extra years. A robust marketing and recruitment campaigns are actively running to attract and enroll future students in the program. This program intentionally serves Idahoans from across the state, with over 28% of enrolled Idaho students from rural communities. The number of graduates has exceeded annual targets initially, but has fallen short of projections in the last few years (those estimates of graduate numbers were based on higher enrollment projections). We anticipate that approximately 125 students will graduate in FY24. We are very pleased with the growth of this program and the program demonstrates an increasingly successful track record of converting enrolled students into graduates.

   Additionally, the initial projections in 2017 were based on limited resources at the time. Since 2017, Boise State has adopted new tools to better estimate student headcount projections for online programs.

2. Brief overview of the program

   Offered fully online through the Department of Management in the College of Business and Economics, the Bachelor of Business Administration in Management equips students

for diverse career paths. With newly added emphasis areas in either Entrepreneurship or Resort and Hospitality Management, the program provides a strong foundation in business principles while fostering specialized skills. Students gain practical experience through hands-on coursework, develop valuable technical skills, and build a network of connections with learners across the country.

3. Enrollment and Graduates

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Actual (fall headcount)	31	112	157	191	235	286	306

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Projected fall headcount (per original program proposal)	30	154	274	381	440	440	Not Available

Number of Graduates	Implementation Year FY 18_	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Actual	0	11	51	75	82	98	Not Available

Number of Graduates	Implementation Year FY 18_	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Projected (per original program proposal)	0	9	41	81	126	150	Not Available

Projected Enrollments and Graduates from original proposal – for reference

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: BBA in Management											
Projected Fall Term Headcount Enrollment in upper-division courses						Projected Annual Number of Graduates From Program					
FY18 (first year)	FY19	FY20	FY21	FY22	FY23	FY18 (first year)	FY19	FY20	FY21	FY22	FY23
30	154	274	381	440	440	0	9	41	81	126	150

New Program Review

Institution:	**Boise State University**
Program:	**MS Genetic Counseling**

Elements for Report

1. Executive Summary of the program report

   Dedicated to expanding access to the genetic counseling profession, the Master of Science (MS) program integrates the rigorous standards of the Accreditation Council for Genetic Counseling (ACGC) into an innovative, fully online learning experience. Established in 2019, this accredited program addresses the increasing demand for online genetic counseling education, empowering qualified individuals to pursue this rewarding career path regardless of geographic limitations or other constraints. By providing a comprehensive curriculum that fosters skilled and empathetic healthcare professionals, the program ensures graduates are well-prepared to meet the evolving needs of diverse communities. The program achieved the coveted full program accreditation status in October of 2023 for a period of 6 years.

   Since its launch in 2019 as the then only fully online MS in Genetic Counseling program in the Western region, Boise State's program has experienced both high demand and fluctuating enrollment. During the planning phase, the program had projected to grow from 12 per cohort to 14 per cohort in FY 2022. While initial enrollments in fall 2019, 2020 and 2021 surpassed projections, demonstrating its popularity, enrollment did not increase in fall 2022 as expected. This is attributed to pandemic related labor market issues in the health care industry which significantly affected genetic counseling and available genetic counseling clinical supervisors and sites. Additionally, many health care programs, including genetic counseling are experiencing the unintended consequences of the Idaho Abortion Law that went into effect in July 2023. To date, the program has lost 12 sites and anticipates several other sites that will not renew their Clinical Affiliation Agreements. This also hinders the ability of the program to seek out new clinical rotation sites and contributes to the program's limited enrollment growth now and in the future. The program had 2 students that required a temporary break in 2022 but resumed their education the following year which appears as an uptick in enrollment in fall 2023. It should be noted that the program was successful in supporting these students through life events that interrupted their studies and will have these students graduate in 2024. To date the program has lost only 1 student to attrition in 5 cohorts. Importantly, numbers of graduate have consistently met projections, highlighting the program's effectiveness in nurturing skilled genetic counseling professionals.

2. Brief overview of the program

Offered fully online within the College of Health Sciences' School of Allied Health, the Master of Science in Genetic Counseling equips graduates to address emerging trends in the field. These trends include leveraging advancements in genetics and genomics, serving underrepresented and rural communities, developing business acumen, and collaborating effectively with other healthcare professionals. The program adheres to rigorous Quality Matters™ standards for online course design, fostering an interactive learning environment. Students gain experience through diverse clinical rotations across the Western region while honing their interprofessional communication and business skills to serve culturally, economically, and socially diverse communities.

3. Enrollment and Graduates

Enrollments	Implementation Year: Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Actual (fall headcount)	12	24	24	23	26

Enrollments	Implementation Year: Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Projected fall headcount (per original program proposal)	10	22	26	30	33

Number of Graduates	Implementation: FY 20	FY 21	FY 22	FY 23	FY 24
Actual	0	11	12	10[1]	Not Available

Number of Graduates	Implementation: FY 20	FY 21	FY 22	FY 23	FY 24
Projected (per original program proposal)	0	9	12	13	15

Projected Enrollments and Graduates from original proposal – for reference

[1] The program lost one student to COVID related issues (that was the only student to lose to attrition in 5 cohorts). Two students needed to take a break and came back the following year. Thus, we expect to have 14 students graduating after the Spring 24 semester.

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Master of Science in Genetic Counseling											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY20	FY21	FY22	FY23	FY24	FY25	FY20	FY21	FY22	FY23	FY24	FY25
10	22	26	30	33	33	0	9	12	13	15	15

New Program Review

Institution:	**Boise State University**
Program:	**Ph.D. Ecology, Evolution, and Behavior**

Elements for Report

1. Executive Summary of the program report

   The interdisciplinary Ph.D. in Ecology, Evolution, and Behavior (EEB) offers a cutting-edge approach, empowering graduates to solve critical ecological challenges through the lens of diverse scientific disciplines. Launched in 2017, the program immerses students in Idaho's diverse habitats, providing unique learning and research opportunities with renowned natural resources. Students actively collaborate with faculty and field scientists, gaining valuable experience through partnerships with organizations like the Intermountain Bird Observatory, U.S. Geological Survey, and international collaborators such as the Peregrine Fund and Gorongosa National Park in Mozambique.

   Enrollment in the Ph.D. program has grown to a consistent 7 - 9 new incoming students per year, with the Fall 2023 cohort welcoming 7 students, meeting the proposal enrollment projections. The proposal projected that the first students would graduate from the program after six years in the program, however, we are excited to report that we saw our first doctoral graduates within four years of implementation. While the year 6 expected number of graduates did not meet initial projection of approximately 6.5 per year, the growth of the program has been limited by available funds, in particular dedicated GA lines. The proposal and projections sent to the state board in 2017 called for 22 GA lines yet due to the expiration of one-time funds and other budget reductions, the program is currently limited to 11.5 GA lines, about half of what was expected. Given that the program has averaged 11.75 GA lines from 2018 to 2023, the adjusted number of graduates would be expected to be closer to 3.5 graduates per year after 6 years in the program. Thus, the program meets projected number of graduates in year 6 given the resources provided and are currently available.

   Even with these limitations in resources, the number of PhD students has markedly increased over the years, partially driven by external grants secured by faculty. For example, in Fall 2019 about 30% of enrolled students were grant funded, whereas in Fall 2023 that number increased to approximately 65%.

2. Brief overview of the program

   Boise State University's Ph.D. in Ecology, Evolution, and Behavior, housed within the Department of Biological Sciences, equips scientists to tackle complex environmental challenges. With a unique emphasis on Global Change Biology, the program trains its graduates to use theories from diverse fields – biology, physics, and social science – to

contribute to both fundamental research and real-world problem-solving. By studying complex ecosystems and their interacting inhabitants, students gain the expertise to provide actionable and understandable knowledge to policymakers and the public. Areas of particular strength include raptor biology, community and population ecology, biogeochemistry, human behavioral ecology, and human-environment systems.

3. Enrollment and Graduates

Enrollments	Implementation Year: Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Actual (fall headcount)	6	15	21	28	27	32	34

Number of Graduates	Implementation Year: FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Actual	0	0	0	1	1	4	Not available

Projected Enrollments and Graduates from original proposal – for reference

Institution	Relevant Enrollment Data			Number of Graduates			Graduation Rate
	Current (Fall 2014)	Year 1 Previous	Year 2 Previous	Current (2014-15)	Year 1 Previous	Year 2 Previous	
BSU: **PhD in Ecology, Evolution, and Behavior (proposed)**	The program will begin in Fall of 2017. We project that we will admit cohorts averaging 7 students each year. This will yield the projected enrollments depicted above, leveling out at roughly 40 once the program is fully up and running.			We project that first students will graduate from the program after 6 years in the program. Based on cohort size and on a typical attrition rate of 10%, we project an average of 6.5 graduates per year once the program is fully up and running.			6.5 per year

New Program Review

Institution:	**Idaho State University**
Program:	**Master of Arts in Spanish**

Elements for Report

1. Executive Summary of the program report

   The Department of Global Studies & Languages submitted the proposal to establish a Master of Arts in Spanish to meet a proven need for additional post-baccalaureate Spanish language education options in the state of Idaho as well as the surrounding region. The program was designed to meet the needs of both traditional graduate students, as well as educators seeking further certification and degrees. The initial projections called for 2 students to be enrolled in the first year, with the program enrolling 7 students in year two and slowly increasing in size over the next 5 years. As is clear based on the data below, we have greatly exceeded the proposed 5-year enrollment target, and currently have roughly 110 students enrolled in the program. Due to the part-time nature of many students (a good portion of whom are working professionals and teachers in particular), the average time to complete the program varies – and staffing and course schedules have been adjusted within the department to meet the expressed desire for additional summer course offerings. In the Fall of 2023, a new admissions process was put in place that provides better admissions assessment criteria and a more holistic view of the applicant – this will lead to even greater student success within the program moving forward.

2. Brief overview of the program

   The MA in Spanish is an academically rigorous, advanced program of study in Spanish Language, Literature, and Cultural Analysis. The degree is offered fully online and comprised of a 30-credit program of study that provides high school teachers of Spanish and other individuals seeking to reach an advanced level of proficiency the opportunity to attain the qualifications and language skill level required to participate effectively in a variety of educational and professional settings. Students are encouraged to personalize their program of study by including nine credits of elective coursework in Spanish, Spanish for the Professions, or in another approved area of study. Students may begin their studies year-round, applying for the Fall, Spring, or Summer semester.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY20	FY20	FY21	FY22	FY23	FY24
Actual (fall headcount)	2020	6	46	119	127	109

Number of Graduates	Implementation: FY20	FY20	FY21	FY22	FY23	FY24
Actual	2020			12	35	24

Original Proposal Projections for Reference:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Online M.A. in Spanish For TEACHERS and Professionals											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY20 (first year)	FY21	FY22	FY23	FY24	FY25	FY 20	FY21	FY22	FY23	FY24	FY25
2	7	12	17	23	30	0	0	1	4	5	8

New Program Review

Institution:	**Idaho State University**
Program:	**Master of Science in Clinical Psychopharmacology**

Elements for Report

1. Executive Summary of the program report

   The Idaho State University Master of Science in Clinical Psychopharmacology (MSCP) is a post-doctoral program intended to train clinical psychologists in the safe and effective use of psychotropic medication. The program admits licensed psychologists full-time or part-time in either a track to train psychologists who intend to prescribe medications that includes additional clinical training hours and synchronous course work; or an online, didactic-only track that includes asynchronous coursework. The online, didactic-only track enrolled the first cohort of students in the Fall 2022 semester. The clinical faculty in the department of Clinical Psychopharmacology in the L.S. Skaggs College of Pharmacy, provide services to the community at the Idaho State University Integrated Mental Health Clinic in Meridian, ID. This clinic also serves as a training site for students, which is unique amongst MSCP programs nationally.

   In 1991, the US Department of Defense was the first to grant prescription privileges to military psychologists through a psychopharmacology training program. Since then, states have granted prescriptive authority to psychologists beginning with New Mexico in 2002, followed by Louisiana (2004), Illinois (2014), Iowa (2016), Idaho (2017), and most recently Colorado in 2023. Currently, there are just over 300 prescribing psychologists in US and the US military. Idaho currently has 11 licensed prescribing psychologists. Idaho State University's MSCP program initially joined Fairleigh Dickinson University, New Mexico State University, Alliant California School of Professional Psychology, and The Chicago School of Professional Psychology as the only schools offering the MSCP degree in the US – at the time ISU was the only MSCP program in a College of Pharmacy. Since the launch of ISU's MSCP program in 2019, Drake University started an MSCP program in the Fall 2022 semester that is also housed in a College of Pharmacy. Antioch University Seattle and the University of Colorado Denver are slated to launch MSCP programs in the Fall 2024 semester. Currently, there are over 1400 graduates of MSCP programs nationwide. Most of those graduates have not pursued prescriptive authority but value the MSCP education and training to inform their clinical practice and provide consultation. Of the current MSCP programs, New Mexico State University is the most similar to ISU. The program at New Mexico State University was established in 1999 and has 103 graduates and 25 students currently enrolled. Fairleigh Dickinson University and Alliant California School of Professional Psychology are the most established programs. The program at Fairleigh Dickinson University has 486 graduates and 100 students currently enrolled. The program at Alliant California School of Professional Psychology has 627 graduates and 25 students currently enrolled. The program at Idaho State University is primarily supported by appropriated funds, but also generates revenue through online program fees and the operation of the Integrated Mental Health Clinic.

Future goals for the Idaho State University MSCP program are to grow enrollment in the program and to expand clinical services offered in Meridian. It should be noted that the program has not met its initial enrollment projections. The primary reason for this is that when originally launched, the program only offered in person synchronous course work and clinical training hours, with no online or sans clinical training hours option. This option meant that we were requiring practicing psychologists to relocate to Boise, leaving behind their practices, in order to matriculate into the program. The addition of an asynchronous, online program without the requirement of clinical training hours (which are available to practicing psychologists outside of our program) has led to the subsequent expansion in enrollment with our current year's cohort standing at 13 (7 more than 2 years ago). We believe the addition of the new online track will allow us to meet our enrollment and graduation projections within the next 2-4 years.

2. Brief overview of the program

The MSCP program at Idaho State University is 38 credits or the equivalent to two years of full-time didactic coursework. Students pursuing prescriptive authority can complete an additional 2 credits of supervised clinical training. In the first half of the MSCP program, students complete foundational courses in anatomy and physiology, pathophysiology, neuroscience, pharmacology, neuropharmacology, and physical assessment. In the second year, students complete integrated coursework in psychopharmacotherapeutics, research methods, and professional, ethical, and legal issues. The curriculum in the Idaho State University MSCP program is primarily guided by Idaho state statute, under the Board of Psychologist Examiners and guidelines established by the American Psychological Association (APA) for MSCP program designation (equivalent to program accreditation).

Idaho Title 54, Chapter 23, 54-2317, outlines that the students achieve clinical competency in areas including basic science, neuroscience, physical assessment and laboratory exams, clinical medicine and pathophysiology, clinical and research pharmacology and psychopharmacology, clinical pharmacotherapeutics, research, and professional, ethical, and legal issues. The statute also states that the MSCP program shall satisfy the requirements to become designated a post-doctoral education and training program in clinical psychopharmacology by the APA.

The APA states that "training of psychologists in the practice of psychopharmacology is based on two foundations. The first is rigorous education in the psychological sciences with training as a practitioner of psychological interventions. The second is a firm grounding in the basic medical sciences that form the basis for utilizing biological interventions in a safe and effective manner." APA first developed the Model Education and Training Program in Psychopharmacology for Prescriptive Authority in 1996 and it has subsequently been revised in 2009 and 2019. APA's recommended curriculum promotes integrating knowledge, skills, and attitudes fundamental to professional practice with psychopharmacologic interventions. This represents a movement to a competency-based education and training model, like that of other healthcare professions. The APA recommended curriculum mirrors that of Idaho statute but is expanded to include systems

of care (coordination of care with different medical specialties, consultations and referrals, and coordination and consultation in long-term care). The APA additionally has recommended supervised clinical experiences in physical assessment and a prescribing psychology fellowship that includes acute, short-term, maintenance medication strategies, polypharmacy, tapering/discontinuing medications, and integrating other forms of psychological care into the treatment plan, preferentially including exposure to inpatient, consultation/liaison, emergency department, and outpatient care. MSCP programs are evaluated by the APA Designation Committee for Education and Training Programs in Psychopharmacology for Prescriptive Authority (RxP Designation Committee) based on the curriculum requirements.

Idaho State University's MSCP program was initially granted APA designation for 3 years on January 6th, 2021. The program has subsequently successfully undergone an interim review in 2022 and a full program review in 2023. In 2023, the program was granted a 5-year designation status through 2028 with a curriculum that meets both the Idaho statute and APA designation criteria.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY20	FY20	FY21	FY22	FY23	FY24
Actual (fall headcount)	2020	3	5	5	12	13

Number of Graduates	Implementation: FY20	FY19	FY20	FY21	FY22	FY23
Actual	2020			2	3	0

Original Proposal Projections for Reference

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: MS Clinical Psychopharmacology											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY_19 (first year)	FY_20	FY_21	FY_22	FY_23	FY_24	FY_19 (first year)	FY_20	FY_21	FY_22	FY_23	FY_24
4	8	10	12	14	18	0	4	4	6	6	6

New Program Review

Institution:	**Idaho State University**
Program:	**Master of Science in Nutrition with Dietetic Internship**

Elements for Report

1. Executive Summary of the program report

   When the department submitted the Master of Science in Nutrition request there were two tracks: Master of Science in Nutrition and Master of Science in Nutrition with Dietetic Internship(MS/DI). The MS/DI was built upon the long existing dietetic internship post baccalaureate certificate program housed at ISU for 20 years. Adding a master's degree to the program was in response to a change to the profession of requiring a graduate degree to sit for the national registration exam for dietitians that went into effect January 1, 2024. The program was an early adopter and experienced a drop in the number of applications. Many students wanted to complete their internships without earning a graduate degree while that was still an option for practicing as a dietitian. Although the program did not fill all 18 available seats, the headcount numbers were consistent since the beginning. This trend improved in FY 2024 when the program filled to full capacity of 18 seats. The requirement to have a graduate degree for eligibility to take the registration exam for dietitians is now in effect. Additionally, the department is increasing its undergraduate degree capacity by adding programming on the Meridian campus. Both changes will ensure that the program will fill to capacity going forward.

   The program admission process into the MS/DI is rigorous and is reflected in the graduation rates. They have been excellent as nearly all students who begin the program graduate. Since program implementation only three students withdrew from the program. This will continue to be the case as entrance standards remain in place.

   The numbers below include five students in the MS in Nutrition track that did not include an internship component. The program made the decision to focus its limited resources on the MS/DI and the last graduate from the MS in Nutrition track was fall 2022.

2. Brief overview of the program

   The MS/DI seats students on both the Pocatello and Meridian campuses and provides both a graduate degree and about 1,200 hours of supervised practice that prepares students to take the national registration exam for dietitians. Admission to the program occurs in the spring and students begin coursework the next fall. Their first semester (fall 1) is online coursework as the program does not have the clinical facility capacity to support two overlapping cohorts completing supervised practice. Supervised practice begins in spring semester, continues through summer semester, and graduation occurs their second fall (fall 2) semester. After

successful completion of program requirements students are awarded a Dietetic Internship verification statement and are eligible to sit for the national exam.

It should be noted that the program did not meet its projected enrollment or graduation numbers over this review window. Initial projections were 22 enrollments at inception growing to 40 students. The program implemented with 18 and has remained stable in the low 30s for the last three years. Graduations per year have hovered around 15 on average. We know that substantive workforce need for registered dieticians exists, and the recent approval of the Department of Nutrition and Dietetics' expansion of the undergraduate Didactic Program in Dietetics (DPD) to the Meridian campus to begin in Fall of 2024 should shore up this pipeline and let us reach our initial enrollment and graduation projections in the next review window. The undergraduate Didactic Program in Dietetics allows students to enter the DPD in their junior year and progress into the MS/DI program following its completion.

3. Enrollment and Graduates
    a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY	FY20	FY21	FY22	FY23	FY24
Actual (fall headcount)	2020	18*	26*	32	31	31

Number of Graduates	Implementation: FY	FY20	FY21	FY22	FY23	FY24
Actual	2020		15	16	16	13

*Due to coding issues FY20 and FY21 headcounts are derived from department records.

Original Proposal Projections for reference:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name:											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY_20 (first year)	FY_21	FY_22	FY_23	FY24_	FY_25	FY_20 (first year)	FY_21	FY_22	FY_23	FY_24	FY_25
22	40	40	40	40	40	0	18	20	22	22	22

New Program Review

Institution:	**Lewis-Clark State College**
Program:	**Sports Media Studies BA/BS UG (420)**

Elements for Report

1. Executive Summary of the program report

   The number of Sports Media Studies majors has been below the estimated/aspirational enrollments included in the original Sports Media Studies BA/BS proposal submitted to the State Board of Education.

   The average enrollment has been nine students per year. The major, however, is part of a larger Communication Arts program in the Division of Humanities, which had a Fall 2023 enrollment of 42 (as measured by head count upon Fall Census Day Report). The Sports Media Studies BA/BS coursework also supports other majors, such as Business and Communication BA/BS UG (225), Communication Arts BA/BS UG (405), Communication Arts: Secondary Education BA/BS UG (405.32), Exercise Science BA/BS UG (314), Kinesiology BA/BS UG (310), and Kinesiology: Secondary Education BA/BS UG (310.32), and vice versa. For example, the Sports Media Studies requirements closely align with the requirements for the Communication Arts major and the Kinesiology major. That means higher course enrollments for courses included in all three programs, while giving flexibility to students interested in both media studies and kinesiology.

   Communication Arts faculty members have been expanding both synchronous and asynchronous online courses options, offering almost all COMM course requirements that are part of the Sports Media Studies program either fully online or as virtual courses. This should increase future enrollment by making the degree more accessible to distance learners.

2. Brief overview of the program

   As outlined in the 2023-2024 LC State catalog (http://catalog.lcsc.edu/academic-programs/physical-life-movement-sport-science-division/baccalaureate-degrees/sports-media-studies-ba-bs/#text), the Sports Media Studies BA/BS UG (420) program combines coursework from multiple academic disciplines to prepare students to work in the dynamic, exciting fields of sport journalism, sport broadcasting, digital sports production, and sport media relations. Students enjoy internships in high school athletics and within college/university athletic departments. They also work with local newspapers, media outlets, and sport businesses. The degree is part of both the Humanities Division and the Physical, Life, Movement & Sport Sciences Division.

Students in this program have two academic advisors: one from the Humanities Division and one from the Physical, Life, Movement and Sport Sciences Division.

As part of the Sports Media Studies BA/BS UG program, students complete 21.0 credits of coursework toward the General Education core requirements. Students also complete 63.00 credits of program-specific coursework, with a heavy focus on communications (COMM) courses, English (ENGL) courses, kinesiology (KIN) courses, and health (HLTH) courses. Additionally, students complete roughly 20 elective credits. For students pursuing the BA, rather than the BS distinction, 4-16 of the elective credits are in a second or heritage language.

3. Enrollment and Graduates

   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Actual (fall headcount)	3	4	11	15	11	12	7

Number of Graduates	Implementation Year: FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Actual	0	0	1	3	2	1	NA

Proposal Projections for Reference:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: *Sports Media Studies*											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates From Program**					
FY18 (first year)	FY19	FY20	FY21	FY22	FY23	FY18 (first year)	FY19	FY20	FY21	FY22	FY23
10	15	25	30	40	50	0	0	3	4	5	7

New Program Review

Institution:	**Lewis-Clark State College**
Program:	**Secondary Education: Communication Arts BA/BS UG (405.32)**

Elements for Report

1. Executive Summary of the program report

   The number of Secondary Education: Communication Arts majors has been below the estimated/aspirational enrollments included in the original Secondary Education: Communication Arts BA/BS proposal submitted to the State Board of Education.

   The average enrollment has been about 3.4 students per year. The major, however, is part of a larger Communication Arts program in the Division of Humanities, which had a Fall 2023 enrollment of 42 (as measured by head count upon Fall Census Day Report). The Secondary Education: Communication Arts BA/BS coursework also supports other majors, such as Business and Communication BA/BS UG (225), Communication Arts BA/BS UG (405), and numerous other education degree pathways, and vice versa. For example, the Communication Arts: Secondary Education requirements closely align with the requirements for the Communication Arts major and other secondary education majors. That means higher course enrollments for courses included in numerous programs, while giving flexibility to students interested in both communication arts and education.

   Communication Arts faculty members have been expanding both synchronous and asynchronous online courses options, offering almost all COMM course requirements that are part of the Communication Arts: Secondary Education program either fully online or as virtual courses. The same is true for the Education course requirements for the program. This should increase future enrollment by making the degree more accessible to distance learners.

2. Brief overview of the program

   As outlined in the 2023-2024 LC State catalog (http://catalog.lcsc.edu/academic-programs/humanities-division/baccalaureate-degrees/communication-arts-secondary-education-ba-bs/), the Secondary Teacher Education program at LC State prepares teacher candidates for certification in grades 6-12. It requires 27 credits of Education coursework in professional foundations and studies and 13 credits during internship. Students apply for admission to the program after successfully completing nine credits of Education coursework in professional foundations.

   Secondary Teaching Certificates (6-12) are endorsed for subject areas according to Idaho Teacher Certification standards. All certificates require a minimum of 30 semester credits

for a major endorsement area and 20 semester credits for a minor endorsement area, or a minimum of 45 semester credits for a single endorsement.

Students in the Secondary Education Teacher Certification program are expected to provide evidence through performance that they have met Idaho's requirements for certification and become dedicated and knowledgeable professionals, content specialists, competent educational designers, capable educational facilitators, insightful educational evaluators, reflective professionals, and culturally responsive professionals before being recommended for secondary teacher certification.

The degree in Secondary Education: Communication Arts is part of both the Humanities Division and the Teacher Education and Mathematics Division. Students in this program have two academic advisors: one from the Humanities Division and one from the Teacher Education and Mathematics Division.

3. Enrollment and Graduates

   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Actual (fall headcount)	0	0	5	7	4	3	5

Number of Graduates	Implementation Year: FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Actual	0	0	0	0	0	0	NA

Proposal Projections for Reference:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: *Secondary Education: Communication Arts*											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates From Program**					
FY18 (first year)	FY19	FY20	FY21	FY22	FY23	FY18 (first year)	FY19	FY20	FY21	FY22	FY23
3	6	9	10	10	10	0	0	1	1	2	2

New Program Review

Institution:	**Lewis-Clark State College**
Program:	**Psychology: Secondary Education BA/BS**

Elements for Report

1. Executive Summary of the program report

   The Psychology: Secondary Education BA/BS serves current and aspiring teachers who desire a Psychology endorsement. The major also provides a strong grounding in the field of Psychology.

   The number of Psychology: Secondary Education majors has been below the estimated/aspirational enrollments included in the original Psychology: Secondary Education BA/BS proposal submitted to the State Board of Education (SBOE). The enrollment typically has been about two students per year between FY17-18 and FY23-24. However, the content coursework required for the Psychology: Secondary Education major is virtually identical to the content coursework required for the Psychology major. That major had an average enrollment of about 110 between FY17-18 and FY22-23. The required Secondary Education coursework for Psychology: Secondary Education is virtually identical to the coursework required for all other Secondary Education degrees (such as English: Secondary Education and Social Sciences-History: Secondary Education). As a result, the existence of the Psychology: Secondary Education major has helped boost Psychology and Secondary Education course enrollments.

2. Brief overview of the program

   Psychology involves in the scientific study of the mind and behavior. The Psychology: Secondary Education BA/BS serves students interested in becoming teachers with an endorsement in Psychology as well as current teachers interested in pursuing an additional endorsement in this content area. By helping to prepare students to go into teaching, the degree is intended to address Idaho's ongoing teacher shortage.

   The required Psychology courses are consistent with American Psychological Association (APA) guidelines. Thus, the Psychology: Secondary Education major provides a strong grounding in the field of Psychology, especially in the areas of Social Psychology and Research Methods. Students gain knowledge about human beings and how Psychology can help benefit people.

   As with all LCSC Secondary Education majors, Psychology: Secondary Education requires 27 credits of Education course work and 12 internship (student teaching) credits. Students apply for admission to the program after successfully completing nine credits of Education course work in professional foundations.

   The above is modified from the 2023-24 LCSC catalog descriptions for the Psychology BA/BS and the Psychology: Secondary Education BA/BS majors.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY_17-18___	FY_18-19_	FY_19-20_	FY_20-21___	FY_21-22___	FY_22-23___	FY_23-24___
Actual (fall headcount)	0	4	2	3	2	1	4

Number of Graduates	Implementation: FY 17-18____	FY_18-19_	FY_19-20_	FY_20-21___	FY_21-22___	FY_22-23___
Actual	0	0	0	0	0	0

Proposal Projections for Reference:

Proposed Program: Projected Enrollments and Graduates First Five Years

Program Name: *Secondary Education: Psychology*

Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY18 (first year)	FY19	FY20	FY21	FY22	FY23	FY19	FY20	FY21	FY22	FY23	FY19
6	12	18	21	21	21	1	1	1	2	2	2

New Program Review

Institution:	**University of Idaho**
Program:	**Entomology BS.Ag.L.S.**

Elements for Report

1. Executive Summary of the program report
   The Entomology (B.S.) program within the Department of Entomology, Plant Pathology and Nematology is a small but growing part of the department. After low enrollment for several years, the program is growing in numbers, doubling from six students in FY23 to 13 students in FY24. Graduates often pursue graduate school at UI.

2. Brief overview of the program
   The Entomology (B.S.) program within the Department of Entomology, Plant Pathology and Nematology is designed to provide an overall background in the discipline of Entomology. It stresses the importance of insects in agricultural and natural systems. Classwork focuses on introducing students to the discipline and focuses on economic and ecological aspects of insect biology. Classwork focuses on understanding insect ecology and management. The classes have both lecture and laboratory components. Students are encouraged to pursue independent projects mentored by departmental faculty.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY19	FY20	FY21	FY22	FY23	FY24
Actual (fall headcount)	First fall with enrollments was Spring 2018 5	6	7	8	6	13

Number of Graduates	Implementation: FY19	FY20	FY21	FY22	FY23	FY24
Actual	0	1	1	0	0	1

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Masters of Natural Resources: Science Communication & Environmental Education											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY18 (first year)	FY19	FY20	FY21	FY22	FY23	FY19 (first year)	FY20	FY21	FY22	FY23	FY24
20	20	22	22	24	25	20	20	22	22	24	25

New Program Review

Institution:	**University of Idaho**
Program:	**Film and Television Studies BA**

Elements for Report

1. Executive Summary of the program report

The Film and Television Studies program, renamed the Film and Television program in 2022-23, has degree offerings for a B.A. and a B.S. that have the same major course work requirements. The combined degree offerings have resulted in year-by-year gains in enrollment in all but one year during which enrollments stayed the same. Enrollments increased 700 percent in the six-year reporting period. Between FY 21 and FY 23, enrollment grew 22 percent. There are 56 primary majors in the B.A. and B.S. programs. Graduation rates for the programs have also risen year by year. Three years after implementation, there were 5 graduates, and this figure rose 180 percent to 14 in FY 23. Enrollments and graduation figures indicate a sustainable academic program.

2. Brief overview of the program

The Film and Television program is an interdisciplinary degree that prepares students for a variety of careers in cinema, television and video production. The degree blends film and television production coursework with screenwriting and film histories, theories and aesthetics, allowing students to build their own areas of specialization. Film and Television is taught using the film school model, whereby students will learn how to think critically and historically about film and culture while learning the fundamentals of film writing and filmmaking.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY18	FY19	FY20	FY21	FY22	FY23
Actual (fall headcount)	3	8	13	11	12	22

Number of Graduates	Implementation: FY18	FY19	FY20	FY21	FY22	FY23
Actual	0	0	1	1	1	1

New Program Review

Institution:	**University of Idaho**
Program:	**Film and Television Studies BS**

Elements for Report

1. Executive Summary of the program report
   The Film and Television Studies program, renamed the Film and Television program in 2022-23, has degree offerings for a B.A. and a B.S. that have the same major course work requirements. The combined degree offerings have resulted in year-by-year gains in enrollment in all but one year during which enrollments stayed the same. Enrollments increased 700 percent in the six-year reporting period. Between FY 21 and FY 23, enrollment grew 22 percent. There are 56 primary majors in the B.A. and B.S. programs. Graduation rates for the programs have also risen year by year. Three years after implementation, there were 5 graduates, and this figure rose 180 percent to 14 in FY 23. Enrollments and graduation figures indicate a sustainable academic program.

2. Brief overview of the program
   The Film and Television program is an interdisciplinary degree that prepares students for a variety of careers in cinema, television and video production. The degree blends film and television production coursework with screenwriting and film histories, theories and aesthetics, allowing students to build their own areas of specialization. Film and Television is taught using the film school model, whereby students will learn how to think critically and historically about film and culture while learning the fundamentals of film writing and filmmaking.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY18	FY19	FY20	FY21	FY22	FY23
Actual (fall headcount)	Fall 2017 – first year of enrolled students 4	14	28	33	35	34

Number of Graduates	Implementation: FY18	FY19	FY20	FY21	FY22	FY23
Actual	1	0	4	5	6	13

New Program Review

Institution:	**University of Idaho**
Program:	**Horticulture and Urban Agriculture; Biotechnology and Plant Genomics; Crop Science; Crop Management; Crop Science & Management, BS.Pl.Sc**

Elements for Report

1. Executive Summary of the program report
   Horticulture and Urban Agriculture, Biotechnology and Plant Genomics, and Crop Science & Management (B.S. Plant Science) are the three current programs within the Department of Plant Sciences. Horticulture and Urban Agriculture and Biotechnology and Plant Genomics were both initiated in Fall 2017, at the same time as Crop Science and Crop Management were initiated. In Fall 2023 Crop Science and Crop Management were combined into one major, Crop Science and Management. From 2003 until 2017 a single program, Sustainable Landscape and Cropping Systems (B.S. Ag. L.S.) covered these programs (and others) as emphasis areas, during this time the B.S. Plant Science was inactive. Starting in FY 2018 enrollment in Plant Science programs increased yearly through FY 2022 nearly doubling over that time, with a small decrease in FY2023 and into FY 2024 (Table 1). It is widely believed that program names with readily identifiable names are attractive to students and are largely responsible of enrollment gains. The number of students completing a program have gradually increased since 2017 (Table 2). The last two years have seen significant efforts to rebuild faculty instructor numbers after a series of retirements. The department is currently negotiating a control environment agriculture faculty hire to attract students to the production of food in urban settings.

2. Brief overview of the program
   Horticulture and Urban Agriculture, Biotechnology and Plant Genomics, and Crop Science & Management (B.S. Plant Science) are designed to provide basic and advanced topics in the areas of horticulture, biotechnology and crop science and management. Emphasis is on the importance of plants in agricultural systems. All three programs provide basic plant science background, while upper-level courses specialize in the three discipline areas. Upper-level courses include core agricultural systems in Idaho including potato, cereals, forage and vegetable crops. Students have the opportunity to select courses across disciplines allowing for customized curriculum. Many of the classes have both lecture and laboratory components. Students are required to obtain hands-on experience in the plant sciences prior to graduation.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Table 1. Undergraduates enrolled in Plant Science programs.

Enrollments	Implementation Year: FY18	FY20	FY21	FY22	FY23	FY24
Actual (fall headcount)	B.S. Plant Science was restarted in Fall 2017 19	56	69	95	88	89

NEW Table 1. Undergraduates enrolled in Plant Science programs.

Enrollments	Implementation Year: FY18	FY20	FY21	FY22	FY23	FY24
Actual (fall headcount)	B.S. Plant Science was restarted in Fall 2017 19	56	69	95	88	89
Biotechnology & Plant Genomics		10	14	19	17	19
Horticulture & Urban Agric		19	23	33	33	38
Crop Management		8	11	16	11	7
Crop Science		19	21	27	27	19
Crop Science and Management		-	-	-	-	6

Table 2. The number of graduates in Plant Science programs.

Number of Graduates	Implementation: FY18	FY19	FY20	FY21	FY22	FY23
Actual	0	13	11	10	21	19

NEW Table 2. The number of graduates in Plant Science programs.

Number of Graduates	Implementation: FY18	FY19	FY20	FY21	FY22	FY23
Actual	0	15	12	10	24	20
Biotechnology & Plant Genomics		1	1	2	4	2
Horticulture & Urban Agric		7	5	4	7	5
Crop Management		3	2	1	5	4
Crop Science		4	4	3	8	9

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Majors: Horticulture & Urban Ag, Crop Science, Biotech & Plant Genomics											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY17 (first year)	FY18	FY19	FY20	FY21	FY22	FY17 (first year)	FY18	FY19	FY20	FY21	FY22
Hort. & Urb.	26	29	32	35	39	5	6	7	8	9	10
Ag 23											
Crop Sci. 15	16	17	19	20	22	4	5	5	6	6	7
Biotec. & Plt Geno-mics 7	8	9	10	12	14	1	2	2	3	3	4

Proposed Crop Management major:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name:											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY2017 (first year)	FY-2018	FY-2019	FY-2020	FY-2021	FY-2022	FY2017 (first year)	FY-2018	FY-2019	FY-2020	FY-2021	FY-2022
8	12	20	30	40	60	-	-	4	8	10	15

New Program Review

Institution:	**University of Idaho**
Program:	**Medical Sciences BS**

Elements for Report

1. Executive Summary of the program report

The Medical Sciences BS is currently one of four bachelor's degree majors within the Department of Biological Sciences at the University of Idaho. As of Fall 2023 semester, medical sciences majors constituted 58% of the students in these four programs. Enrollments in the Medical Sciences BS degree started relatively high in the first year due to enrolled students changing to the new major. Enrollments grew dramatically over the first two years and have remained stable over the past four years. While degree completions have varied year-to-year, the current 5-year graduation rate is 83%. According to the most recent senior survey data, 85% of Medical Sciences graduates were satisfied or very satisfied with the education they received within their field. In summary, the Medical Sciences BS is a rigorous and popular degree program in the Department of Biological Sciences. It supports the critical need for healthcare professionals in Idaho, which has the fewest physicians per capita in the U.S.

2. Brief overview of the program

The Medical Sciences Degree Program at the University of Idaho is a comprehensive and dynamic academic program designed to provide students with a solid foundation in the biomedical sciences. Rooted in a commitment to excellence in education, research, and service, this program prepares students for a variety of careers in the rapidly evolving field of healthcare. Students in the Medical Sciences program take a comprehensive range of coursework in fundamental concepts of biology and chemistry, critical thinking, leadership and professional conduct, psychology, global and cultural competence, and biomedical specialty areas. Recognizing the diverse career paths within the medical sciences, the program offers flexibility for students to tailor their coursework based on individual interests. This adaptability allows students to specialize in areas such as medical research, healthcare administration, or pre-professional tracks for advanced degrees in medicine or other allied health professions. Students have the opportunity to engage in cutting-edge research under the guidance of experienced faculty members. The program emphasizes hands-on laboratory experiences, fostering critical thinking and problem-solving skills essential for success in both academic and professional settings. The program recognizes the importance of practical experience in healthcare settings, and thus provides credits for internships in various healthcare-related settings.

3. Enrollment and Graduates

   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY18	FY19	FY20	FY21	FY22	FY23
Actual (fall headcount) (primary majors)	First enrollees in Fall 2017 42	156	188	194	191	194

Number of Graduates	Implementation: FY18	FY19	FY20	FY21	FY22	FY23
Actual	1	4	15	36	45	25

New Program Review

Institution:	**University of Idaho**
Program:	**Plant Pathology MS**

Elements for Report

1. Executive Summary of the program report
   The Plant Pathology (M.S.) program within the Department of Entomology, Plant Pathology and Nematology is a small but stable part of the department. After a slow initial year, the number of graduate students has remained steady for the past four years. EPPN does not currently have a Ph.D. program in Plant Pathology. This means that although they may be pursuing research in a sub-discipline of Plant Pathology and working with faculty in Plant Pathology, the students are frequently enrolled in other departments within the college. The program would benefit from the department having an active Ph.D. program, which is now being pursued and should be active starting in 2025.

2. Brief overview of the program
   The Plant Pathology (M.S.) program within the Department of Entomology, Plant Pathology and Nematology is designed to provide an overall background within the field of Plant Pathology. Classwork focuses on introductory plant pathology and microbiology. Several disciplines are covered in these classes, while others are more specialized and include subdisciplines such as Bacteriology and Mycology. The research conducted by students is guided by faculty mentors with expertise in Nematology, Mycology and/or Bacteriology. The research component is primarily focused on agricultural systems, but projects are also be conducted in natural ecosystems.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY20	FY21	FY22	FY23	FY24	FY25
Actual (fall headcount)	First enrollments in Fall 2019 2	5	5	4	5	n/a

Number of Graduates	Implementation: FY20	FY21	FY22	FY23	FY24	FY25
Actual	1	0	5	0	1	n/a

New Program Review

Institution:	**University of Idaho**
Program:	**Soil and Water Systems BS**

Elements for Report

1. Executive Summary of the program report
   The Water Science and Management bachelor's degree, proposed before the establishment of the SWS department, began enrolling students in Fall 2018 and has since reached an enrollment of six students, with the first two graduating in 2022. The Covid pandemic impacted enrollment growth. The program, primarily attracting students from California and Idaho, has undergone faculty changes and adapted by increasing remote course offerings. Following State Board of Education recommendations, the degree's credit requirement was reduced from 128 to 120 to align with other programs. Continuous annual assessments have led to curriculum updates, specifically incorporating more math and engineering skills into the major's courses.

2. Brief overview of the program
   The Water Science and Management degree (within the B.S.S.W.S.) prepares students for expertise in water resource management across agriculture, forestry, and rangeland ecosystems. This curriculum is designed to contribute to sustainable agricultural practices amidst water constraints, ensuring food and water security. It includes advanced mathematical and GIS-based mapping courses, equipping graduates for roles such as quantitative hydrologists, irrigation and precision agriculture technicians, and watershed management specialists. The program targets full-time students aiming for careers in soil and water quality protection, conservation, and management, responding to the growing demand for such professionals against a backdrop of anticipated water shortages and agricultural needs.

3. Enrollment and Graduates
   a. In the tables below, show the **actual** enrollment in the program and number of graduates from the program. Please note cohort years will precede fiscal year description (i.e., FY19 would have Fall 2018 cohort). OSBE will provide projections from the institution's original proposal.

Enrollments	Implementation Year: FY19	FY20	FY21	FY22	FY23	FY24
Actual (fall headcount)	First year of enrollees in Fall 2018 2	2	4	5	3	6

Number of Graduates	Implementation: FY19	FY20	FY21	FY22	FY23	FY24
Actual	0	0	0	2	0	

IDAHO DIGITAL LEARNING ACADEMY

SUBJECT

Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5501
IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy

BACKGROUND/DISCUSSION

According to IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy, dba Idaho Digital Learning Alliance (IDLA) an annual report is required to be submitted each year to the State Board of Education. This request is to meet the requirements as outlined in the rule. This report will include Accreditation, Acceptable Use, and an Idaho Digital Learning Alliance fee schedule in order to be in compliance with statute and State Board rule.

The 2002 Idaho Legislature created the Idaho Digital Learning Alliance as an online, school-choice learning environment (Title 33 Chapter 55, Idaho Code). Idaho Digital Learning Alliance is a statewide virtual school providing Idaho students and school districts with greater access to a diverse assortment of courses and opportunities. IDLA was created to address the educational needs of all Idaho students: traditional, home schooled, at-risk, and gifted learners and is a service to Idaho students and all Idaho School Districts. Rigorous online courses delivered by highly qualified Idaho faculty assists the state in preparing Idaho students to meet Idaho's high school graduation requirements, Idaho standards, and the increased demand from colleges and industry and Idaho's workforce.

IDLA's leadership team presented this report to the Planning, Policy and Governmental Affairs Committee on April 1, 2024.

IMPACT

Idaho Digital Learning Alliance served approximately 44,432 enrollments during academic year 2022-2023, which is a 1% increase from 2021-2022. Nearly 100% of high schools in Idaho participated in 2022-2023. The number one reason for taking Idaho Digital Learning Alliance courses is identified as "Classes not offered locally" with "Online Course Preference" taking the second position. Other reasons include scheduling conflicts; advanced placement; dual credit; early graduation; foreign languages; and credit recovery.

ATTACHMENTS

Attachment 1 – IDLA Annual Report

BOARD ACTION

This item is for informational purposes only.

IDAHO DIGITAL LEARNING ALLIANCE

P.O. Box 10017, Boise, ID 83707
208.342.0207
IdahoDigitalLearning.org

2023-2024 Idaho Digital Learning Alliance Fee Policy

Fees for Idaho Digital Learning Alliance: The fee schedule for 2023 -2024 is determined upon a per-enrollment basis. An "enrollment" is defined as one (1) student enrolled in one (1) Idaho Digital Learning Alliance course. Idaho Digital Learning Alliance enrollment fees outlined in this Fee Policy apply to all Idaho Digital Learning Alliance courses unless noted otherwise below.

Idaho Digital Learning Alliance Per-Enrollment Cost: The cost for one (1) enrollment is $75 for Idaho students.

Advanced Placement/Dual Credit Courses: Courses designated as "Advanced Placement or Dual Credit" will not incur a per-enrollment cost unless courses are delivered in a custom session (see Custom Session Courses below). Schools cannot request Advanced Opportunity funding for Advanced Placement or Dual Credit classes that are delivered through a custom session.

In collaboration with Idaho Digital Learning Alliance, School Districts shall assist students with the obtainment of college credit, examinations, and materials such as textbooks (see Textbooks section in District MOU).

Advanced Opportunities: Idaho Digital Learning Alliance (IDLA) supports students that have access to Advanced Opportunities funds. IDLA does not invoice schools/students for courses marked for Advanced Opportunities funding. These courses are directly funded by the State Department of Education. IDLA will not process a payment or payment reversal of Advanced Opportunities outside of the fiscal year, July 1st through June 30th. If a course is marked in error for Advanced Opportunities and it is not funded, IDLA will invoice the school/district of enrollment directly.

Scholarships:
Qualifying students must be registered with an Idaho public school. Each student must be registered by their local school's Idaho Digital Learning Alliance site coordinator. The site coordinator must request a scholarship from the local Regional Coordinator. The scholarship is for $50 of the $75 Idaho Digital

Learning Alliance enrollment fee. Scholarships are limited; the remaining course fee balance of $25 will be invoiced to the school/district for payment.

Scholarships can not be applied to:

- Students registered in Custom Session courses.
- Students registered for Advanced Opportunities funding.
- Students registered for AP/DC Courses - Exams or textbooks.
- If a student fails to successfully complete a course for which a scholarship has been applied, the student is ineligible for a future scholarship until successfully completing one subsequent IDLA course.

Custom Session Courses: Any courses requested and implemented through Idaho Digital Learning Alliance's Custom Course program will incur costs based on the Custom Session Policy (see Idaho Digital Learning Alliance website for information and request form). This includes district requests for Hybrid Custom Sessions. All Custom Sessions require a **minimum of 12 students** and will incur costs based on the following fee structure:

Custom Session Fee Structure:

Elementary Launchpad ELA	Select Middle School Courses: Keyboarding, Pathways, 8th Grade Career Exploration, Computer Science Discoveries, STEM Careers, Everyone Can Create with iPads (8 unit / 4 unit)	Standard Cohort & Credit Recovery	AP and DC Courses	Hybrid (with live instruction)
$30 each	$30 - 8 Unit/$15 - 4 Unit	$75 each	$75 each	$75 each

Elementary Launchpad ELA, (Grade bands (k-2) and (3-5))
$30/each student

Select Middle School Courses (Keyboarding, Pathways to Success, 8th Grade Career Exploration, Computer Science Discoveries, STEM Careers, and Everyone Can Create with iPads)
$30/each: 8 unit version of courses listed above
$15/each: 4 unit version of courses listed above

Standard Cohort, Credit Recovery, AP, and Dual Credit Courses
$75/each student

Hybrid Courses (2 days live instruction)
$75/each student

Reduced Fee Courses:
Idaho Digital Learning Alliance offers select courses at a reduced rate.

Reduced Fee	Courses
$30 per enrollment	Elementary Launchpad ELA
$30 per enrollment	Keyboarding - Middle School (8 unit) Pathways to Success - Middle School (8 unit) 8th Grade Career Exploration - Middle School (8 unit) Computer Science Discoveries - Middle School (8 unit) STEM Careers - Middle School (8 unit) Everyone Can Create with iPads - Middle School (8 unit)
$15 per enrollment	Keyboarding - Middle School (4 unit) Pathways to Success - Middle School (4 unit) 8th Grade Career Exploration - Middle School (4 unit) STEM Careers - Middle School (4 unit)

Idaho Digital Learning Alliance reserves the right to modify the fee policy. Districts will be notified of any changes.

Idaho Digital Learning Alliance Refund Policy

Idaho Digital Learning Alliance requires that all drops are requested or confirmed by the Site Coordinator during the school year. Drop requests initiated by a parent or guardian will be accepted for summer courses only. For a course fee to be eligible for a refund and for a student to be exempt from a grade report, a drop must be initiated during the following times:

Orientation: If the student does not complete orientation, they will not be enrolled in classes and a full refund of fees will be granted.

All cohort and credit recovery sessions:

- **6, 9, or 10 weeks or Custom Sessions:** The Idaho Digital Learning Alliance Office must be notified by Friday of the 2nd week of class to receive a full refund and remove the student from the course.
- **16-week session:** The Idaho Digital Learning Alliance Office must be notified by Friday of the 3rd week of class to receive a full refund and remove the student from the course.

Flex sessions:

- The drop deadline for all flex classes is 14 days after the student gains course access.
- If a student is inactive in class for 14 consecutive days, the instructor may initiate a drop process. The Site Coordinator either confirms the drop or can request additional time for the student to become active in the course.

After the drop deadline:

- Grades will be reported for all students remaining in courses regardless of completion, and the full fee will be invoiced to the district.
- **Exceptions to the drop deadline may be requested by the district for extenuating circumstances.**

IDAHO DIGITAL LEARNING ALLIANCE ACCEPTABLE USE POLICY

Proper use and behavior in a distance learning environment will be determined by your school's existing guidelines covered in the district's Acceptable Use Policy (AUP) and the Idaho Digital Learning Alliance's Acceptable Use of Technology Policy. Idaho Digital Learning Alliance Acceptable Use of Technology Policy (AUP) Computers, computer networks, and the internet provide essential tools that support distance learning and Idaho Digital Learning Alliance. All students are expected to use Idaho Digital Learning Alliance and the resources provided to access Idaho Digital Learning Alliance for purposes appropriate to the education environment. You must refrain from any use that is not consistent with the policies, purposes, or objectives of either the hosting district or Idaho Digital Learning Alliance.

Prohibited uses of technology

- The use of communication tools (email, discussion boards, web pages, chat, and others) should not be used for any communication that is:
    - defamatory
    - inaccurate
    - abusive
    - rude
    - obscene
    - profane
    - sexually explicit
    - threatening
    - harassing
    - racially offensive
    - illegal
    - encouraging the use of illegal materials
    - inconsistent with the policies, purposes, or objectives of either the hosting district or the Idaho Digital Learning Alliance
- Impersonating another individual, including, but not limited to, the use of another user's login or password, communicating or completing work on behalf of another individual, or mocking others in a derogatory manner.
- Revealing personal or private information to others such as home address, age, gender, phone number, etc. You should also be cautious when releasing this information about yourself.
- The use of AI tools, such as ChatGPT, is allowed for the purpose of self-learning, ideation, and inspiration. However, direct plagiarism or copying and pasting of AI-generated work as student-generated work will be treated as plagiarism. Students are expected to use the tool in accordance with academic integrity guidelines and cite any text generated by the tool.

- Disrupting the use of technology by another user or service. This includes but is not limited to, attempts to harm or destroy data, uploading and/or creating computer viruses, uploading and/or downloading information without need, sending or receiving data with the intent to degrade network performance, etc.
- Violation of any local, state, or federal regulation or statute.
- You will not use Idaho Digital Learning Alliance resources to sell or offer to sell any goods or services without prior approval of both the hosting district Board and the Idaho Digital Learning Alliance board.

Security and Privacy Risks Associated with Personal Device Use

- Personal Device Use: Students using personal devices such as laptops, tablets, and smartphones to access distance learning resources should ensure that their devices have updated operating systems, antivirus software, and firewalls to protect against malware, viruses, and other online threats.
- Personal Information: Students should avoid sharing personal information such as their full name, address, phone number, email address, or any other sensitive information online. Unless directed to do so by the content or teacher, personal information should not be added to online tools or resources.
- Passwords: Where possible, students should use their Google or Microsoft accounts provided by their school for login. If passwords must be used, students should use strong passwords for their online accounts and avoid sharing them with others. They should also avoid using the same password for multiple accounts and change them frequently.
- Public Wi-Fi: Students should avoid using public Wi-Fi networks to access distance learning resources as they are often unsecured and can pose security risks. Instead, they should use a secure network or a personal hotspot.
- Screen Sharing: Students should be cautious when screen sharing during virtual meetings or sessions, especially if they are using personal devices. They should ensure that they are not sharing any personal or sensitive information unintentionally.
- Reporting Security Incidents: Students should report any security incidents, breaches, or suspicious activity to their teachers or administrators immediately. Idaho Digital Learning Alliance Rights and Responsibilities
- Idaho Digital Learning Alliance reserves the right to monitor all activity, and record voice, text, and video correspondence related to Idaho Digital Learning Alliance courses or sites.
- Idaho Digital Learning Alliance reserves the right to block or remove any material that is not consistent with the policies, purposes, or objectives of either the host district or Idaho Digital Learning Alliance.
- IDLA may require the enabling and use of a camera and microphone to assist in proctoring or live instruction to complete a course.

- Opinions, advice, services, and all other information expressed by Idaho Digital Learning Alliance staff, students, information providers, or instructors are those of the individual and do not represent the position of Idaho Digital Learning Alliance.

Discipline

Student discipline for violation of any part of the policies, rules, or procedures of Idaho Digital Learning Alliance shall be based on the severity of the infraction.

- If the Idaho Digital Learning Alliance teacher or monitor feels your behavior is not consistent with the policies, purposes, or objectives of the hosting district, or Idaho Digital Learning Alliance, the teacher will notify your site coordinator.
- The site coordinator is then responsible for bringing the matter before the appropriate school administrator(s) for disciplinary action.
- The teacher may also wish to hold a conference with you and your parents.
- The Idaho Digital Learning Alliance board of directors also reserves the right to enact additional disciplinary action including the ability to revoke the offending student's privilege of using Idaho Digital Learning Alliance.

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SUBJECT

Strategic Plans – Postsecondary Institutions and Agencies under the Board's Governance

REFERENCE

April 2021	The Board reviewed the institution, agency, and special and health programs FY2022-FY2026 strategic plans.
June 2021	The Board approved the institution and agency FY2022 – FY2026 strategic plans and delegated approval of the FY2022 – FY2026 special and health programs strategic plans to the Executive Director.
October 2021	The Board was presented with the institution and agencies performance measure reports and progress toward meeting their FY2021-FY2025 strategic plan goals.
December 2021	The Board discussed changes to the K-20 FY2023-FY2027 Strategic Plan, including the addition of three postsecondary education focus areas.
February 2022	The Board approved changes to the K-20 FY2023-FY2027 Strategic Plan, including the addition of three postsecondary education focus areas.
April 2022	The Board discussed progress and priority areas for the institution FY2023-2027 Strategic Plans
October 2022	The Board was presented with the institution and agencies performance measure reports and progress toward meeting their FY2022-FY2026 strategic plan goals.
December 2022	The Board discussed changes to the K-20 FY2024-FY2028 Strategic Plan.
February 2023	The Board approved the K-20 Education FY2024-FY2028 Strategic Plan, including additional definition of some performance measures.
April 2023	The Board discussed institution and agency FY2024-FY2028 strategic plans.
June 2023	The Board approved the Institution and Agency Strategic Plans as submitted.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Idaho Code §§ 67-1901 -67-1903

BACKGROUND/ DISCUSSION

The institutions and agencies under the oversight of the Board are required to submit an updated strategic plan each year. At a minimum, the plans must encompass the current year and four years going forward. The Board planning calendar schedules these plans to come forward annually at the April and June Board meetings. This timeline allows the Board to review the plans, ask questions

or request changes in April, and then have them brought back to the regular Board meeting in June with changes if needed, for final approval while still meeting the state requirement that the plans be submitted to the Division of Financial Management (DFM) by July 1 of each year. Once approved by the Board, the Office of the State Board of Education submits all of the plans to DFM.

Board policy I.M. sets out the minimum components that must be included in the strategic plans and defines each of those components. The Board's requirements are in alignment with DFM's guidelines, and the requirements set out in sections 67-1901 through 67-1903, Idaho Code. Each strategic plan must include:

1. A comprehensive mission and vision statement covering the major programs, functions and activities of the institution or agency. Institution mission statements must articulate a purpose appropriate for a degree granting institution of higher education, with its primary purpose to serve the interests of its students and its principal programs leading to recognized degrees. In alignment with regional accreditation, the institution must articulate its purpose in a mission statement, and identify core themes that comprise essential elements of that mission.

2. General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.

    i. Institutions (including Career Technical Education) shall address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including foundation activities), and the external environment served by the institution.

    ii. Agencies shall address at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).

    iii. Each objective must include at a minimum, one performance measure with a benchmark.

3. Performance measures must be quantifiable indicators of progress.

4. Benchmarks for each performance measure must be at a minimum, for the next fiscal year and include an explanation of how the benchmark level was established.

5. Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.

6. A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.

7. Institutions and agencies may include strategies at their discretion.

Board policy I.M. also requires each plan to be submitted in a consistent format. The Planning, Policy and Governmental Affairs committee established the current template for strategic plan submittal and the Board adopted it at the April 2017 Board meeting.

In addition to the goals, objectives and performance measures chosen by each institution and agency, the Board has historically required a set number of uniform "systemwide" postsecondary performance measures. At the December 2017 Regular Board meeting, the Board discussed and approved the current systemwide performance measures. These systemwide performance measures are targeted toward measuring outcomes that are impacted by the implementation of the Complete College America Game Changers. The systemwide performance measures are required by the Board to be reported consistently across institutions. While each institution is required to include the systemwide performance measures in their strategic plans and performance measures reports, each institution currently sets their own benchmarks. In addition to these systemwide performance measures, systemwide performance measures in the Board's K-20 Education Strategic Plan that are dependent on data from the postsecondary institutions are required by the Board to be reported consistently between all eight postsecondary institutions.

The postsecondary systemwide performance measures set by the Board are:

<u>Timely Degree Completion</u>

I. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the reporting institution
II. Percent of first-time, full-time, freshmen graduating within 150% of time
III. Total number of certificates/degrees produced, broken out by:
    a) Certificates of at least one academic year
    b) Associate degrees
    c) Baccalaureate degrees
IV. Number of unduplicated graduates, broken out by:
    a) Certificates of at least one academic year
    b) Associate degrees
    c) Baccalaureate degrees

<u>Remediation Reform</u>

V. Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher

Math Pathways

VI. Percent of new degree-seeking freshmen completing a gateway math course within two years

Guided Pathways

VII. Percent of first-time, full-time freshmen graduating within 100% of time

In addition to including the systemwide performance measures, the Board has consistently requested the benchmarks contained within the strategic plans be aspirational benchmarks, not merely a continuation of the "status quo."

All of the strategic plans are required to be in alignment with Idaho's K-20 Education strategic plan, approved by the Board in February.

IMPACT

OSBE Staff will proceed with submitting Board-approved strategic plans to DFM on behalf of the institutions, agencies, and special and health programs by the DFM deadline of July 1, 2023.

ATTACHMENTS

Attachment 01 – Boise State University
Attachment 02 – College of Eastern Idaho
Attachment 03 – College of Southern Idaho
Attachment 04 – Idaho Division of Career Technical Education
Attachment 05 – College of Western Idaho
Attachment 06 – Idaho Public Television
Attachment 07 – Idaho State University
Attachment 08 – Lewis-Clark State College
Attachment 09 – North Idaho College
Attachment 10 – Idaho Department of Education
Attachment 11 – University of Idaho
Attachment 12 – Idaho Division of Vocational Rehabilitation

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Board reviewed the attached strategic plans during the April meeting work session.

Board staff has discussed with the Division of Financial Management the requirement that the Special and Health programs also submit strategic plans. At this time, the Division of Financial Management staff have agreed that these plans will not need to be submitted this year. Based on this approval, only the postsecondary institution and agency strategic plans will be brought forward for approval by the Board at the June 2023 Board meeting. The Special Programs and Health Programs have submitted strategic plans to the Board Office, should Board members wish to review them. If they are required to be submitted to the Division of Financial Management this year, Board staff will include delegation of their approval to the Executive Director.

Staff recommends that the Board approve the institution and agency strategic plans as presented in Attachments 3-15.

BOARD ACTION

I move to approve the institution and agency strategic plans as presented in Attachments 3-15.

Moved by _____Seconded by _____Carried Yes _____No _____

BOISE STATE UNIVERSITY

FY2024 THROUGH FY2029

MISSION STATEMENT
VISION
STRATEGIC PLAN
MAPPING OF STRATEGIC PLAN TO THE SBOE STRATEGIC PLAN
KEY EXTERNAL FACTORS

Blueprint for Success
2021 - 2028

Boise State University
Strategic Plan

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

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

STRATEGIC PLAN GOALS AND OBJECTIVES

Goal 1: Improve Educational Access and Student Success
Enhance the comprehensive student experience with a focus on student success and post-graduate outcomes.

Objective A: Create and enact a comprehensive, strategic enrollment and student success plan, including components related to supporting the whole student, recruitment, retention, graduation, and addressing equity gaps.

Performance Measures:

Unduplicated number of graduates (distinct by award level)[1]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Undergraduate Certificate	413	515	629	590		625	700
>Associate	109	132	127	184		265	410
>Baccalaureate	3,525	3,754	3,947	3,858		4,125	4,600
>Graduate Certificate	184	166	174	130	Available	150	180
>Master's	954	1,075	1,063	1,028	Sept.	1,050	1,100
>Education Specialist	24	23	16	15	2024	20	25
>Doctoral	53	50	58	60		64	75
Total Distinct Graduates	4,760	5,126	5,313	5,231		5,512	6,204

[1] SBOE required metric: timely degree completion. Distinct graduates by award level per year (summer, fall, and spring terms) as reported to IPEDS. Note that these totals cannot be summed to get the overall distinct graduate count due to some students earning more than one award (e.g., graduate certificate and a master's) in the same year.

First year retention rate[2]	Fall 2019 cohort	Fall 2020 cohort	Fall 2021 cohort	Fall 2022 cohort	Fall 2023 cohort	Target F2024 cohort	Target F2028 cohort
>Percent of first-time, full-time freshmen retained	77.8%	76.0%	79.2%	77.8%		79.5%	81.0%
-Resident, Pell-Eligible only	70.6%	67.0%	67.5%	67.4%		73.7%	76.5%
-Resident, Not Pell-Eligible only	75.1%	70.3%	76.8%	75.3%	Available Oct. 2024	77.4%	78.3%
-Non-Resident, Pell-Eligible only	75.6%	71.1%	76.3%	72.0%		76.9%	77.8%
-Non-Resident, Not Pell-Eligible only	83.7%	83.9%	84.4%	86.1%		85.0%	85.8%
>Percent full-time transfers retained or graduated	78.4%	77.8%	78.4%	78.2%		79.0%	80.0%

4-year graduation rate[3]	Fall 2016 cohort	Fall 2017 cohort	Fall 2018 cohort	Fall 2019 cohort	Fall 2020 cohort	Target Fall 2021 cohort	Target Fall 2025 cohort
> % of first-time, full-time freshmen who graduated	38.2%	39.7%	41.4%	42.7%		44.0%	47.0%
-Resident, Pell-Eligible only	20.5%	26.3%	27.8%	28.4%		31.5%	36.0%
-Resident, Not Pell-Eligible only	30.7%	33.1%	34.1%	36.4%	Available Sept. 2024	35.6%	37.6%
-Non-Resident, Pell-Eligible only	38.4%	34.1%	41.1%	38.3%		42.6%	44.6%
-Non-Resident, Not Pell-Eligible only	56.0%	53.5%	54.7%	55.9%		56.0%	58.0%
>% of full-time transfers who graduated	54.2%	57.7%	57.6%	61.5%		63.0%	65.0%

6-year graduation rate[4]	Fall 2014 cohort	Fall 2015 cohort	Fall 2016 cohort	Fall 2017 cohort	Fall 2018 cohort	Target Fall 2019 cohort	Target Fall 2023 cohort
> % of first-time, full-time freshmen who graduated	54.1%	53.0%	59.1%	61.2%		62.0%	65.1%
-Resident, Pell-Eligible only	42.5%	40.1%	41.8%	47.8%		48.3%	55.3%
-Resident, Not Pell-Eligible only	50.7%	52.6%	56.1%	57.0%	Available Sept. 2024	57.1%	59.1%
-Non-Resident, Pell-Eligible only	56.5%	55.5%	57.3%	61.1%		58.3%	62.0%
-Non-Resident, Not Pell-Eligible only	71.6%	68.2%	73.1%	72.4%		74.1%	76.1%
>% of full-time transfers who graduated	56.9%	59.7%	60.4%	63.2%		64.0%	66.0%

[2] SBOE required metric: Retention measured as the percent of a cohort returning to enroll the subsequent year. Transfer retention reflect the percent of the full-time baccalaureate-seeking transfer cohort that returned to enroll the following year or graduated. Northwest Commission on Colleges and Universities (NWCCU) 2020 Standard 1.D.2 asks student achievement data to be disaggregated to measure and close equity gaps.
[3] SBOE required metric: guided pathways. % of first-time, full-time freshman graduating within 100% of time. NWCCU 2020 Standard 1.D.2 asks student achievement data to be disaggregated to measure and close equity gaps.
[4] SBOE required metric: timely degree completion. % of first-time, full-time freshman graduating within 150% of time. NWCCU 2020 Standard 1.D.2 asks student achievement data to be disaggregated to measure and close equity gaps.

Gateway math success of new degree-seeking freshmen[5]	FY20 (FA18 Cohort)	FY21 (FA19 cohort)	FY22 (FA20 cohort)	FY23 (FA21 cohort)	FY24 (FA22 cohort)	Target Fall 2023 cohort	Target Fall 2027 cohort
>% completed within two years	86.8%	85.9%	85.7%	85.4%	Available Sept. 2024	85.0%	87.0%

Progress indicated by credits per year[6]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>% of undergraduate degree seeking students with 30 or more credits per year	28.7%	28.3%	27.9%	29.6%	Available July 2024	30.0%	31.0%

Success in credit-bearing course (gateway) after remedial course[7]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>English	87.1%	84.8%	78.9%	80.8%	Available July 2024	83.0%	88.0%
>Mathematics	56.7%	59.6%	65.1%	63.5%		65.0%	67.0%

Degrees and Certificates Awarded[8]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Undergraduate Certificate	411	515	629	604	Available Sept. 2024	625	700
>Associate	111	132	127	184		265	410
>Baccalaureate	3,680	3,929	4,080	3,874		4,270	4,760
>Graduate Certificate	189	170	185	145		158	189
>Master's	954	1,074	1,063	1,028		1,050	1,100
>Education Specialist	24	23	16	15		20	25
>Doctoral	53	50	58	60		64	75

[5] SBOE required metric: math pathways. Based on cohorts of incoming first-time bachelor degree seeking students (full- plus part-time) who complete a gateway course or higher within two years (e.g., students who entered in fall 2018 and completed a gateway math or higher by the end of summer 2020 are reported for FY20, etc.).

[6] SBOE required metric: timely degree completion. Percent of undergraduate, degree-seeking students completing 30 or more credits across one year (defined as summer, fall, and spring terms). Based on end-of-term data. Degree-seeking status is determined as of fall semester unless the student was not enrolled in fall, in which case summer is used; spring term is used for those students enrolled only for the spring term. Excludes students who earned degrees during the reported year and who did not reach the 30-credit threshold. Includes students meeting the criteria regardless of full- or part-time status or the number of terms enrolled in that year. Students enrolled part-time or for a partial year, especially for only one term, would not be expected to complete 30 credits; thus, the denominator may be inflated resulting in a lower percentage reported.

[7] SBOE required metric: reform remediation. Percent of undergraduate, degree-seeking students who took a remedial course and completed with a C- or above a subsequent credit-bearing gateway course (Math 123 or above, English 101P or above) within one year of taking the remedial course (e.g., students who took remedial course in fall 2019 and completed a subsequent course by the end of fall 2020). Math remediation defined as Math 025, 103, and 108 and English remediation defined as English 101P. The data shown for FY20 reflects students who took remedial during FY19 and completed the subsequent credit-bearing course by FY20.

[8] SBOE required metric: degree completion. Reflects the number of awards by level (first plus second major as reported to IPEDS). This is greater than the distinct numbers of graduating students because some graduating students received multiple awards.

Scholarship student-athlete graduation success rate	FY 2020 (FY13 Cohort)	FY 2021 (FY14 Cohort)	FY 2022 (FY15 Cohort)	FY 2023 (FY16 Cohort)	FY 2024 (FY17 Cohort)	Target	
						FY 2025	FY 2029
NCAA Graduation Success Rate[9] – Boise State University	89%	95%	95%	97%	Not yet available	93.5%[10]	93.5%

NSSE [11] High Impact Practice (HIP) [12] Participation	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target	
						FY 2025	FY 2029
>% of seniors who participated in at least one HIP vs. Peer Institutions	*NSSE every three years*	*NSSE postponed until Spring 2022*	87% vs. 82% peers (+)	*NSSE every three years*	*NSSE every three years*	90%	90%
>% of seniors who participated in two or more HIPs vs. Peer Institutions			61% vs. 51% peers (+)			70%	70%

Objective B: Integrate career education and experiential learning opportunities into the curriculum and the student experience to improve career readiness and post-graduation outcomes.

Performance Measures:

Students participating in courses with service-learning component	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target	
						FY 2025	FY 2029
>Number of baccalaureate graduates who participated in a course with a Service-Learning component	1,557	1,537	1,466	1,184[13]	Available July 2024	1,200	1,480
>Percent of baccalaureate students participating in service-learning course	44%	42%	38%	30%		30%	37%

Students participating in internships[14]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2023	Target	
						FY 2025	FY 2029
Number of students with internship credit	938	697	940	906	Available July 2024	1,000	1,200

[9] All NCAA Division I Athletic Departments must report Federal and NCAA Graduation Success Rate annually. The NCAA Graduate Success Rate is based on graduation in 10 full-time semesters (or transferring to another institution on track for 10 semester graduation) for those on any athletic-related financial aid.

[10] Target represents the 75th percentile of all NCAA Division I athletic departments.

[11] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. NSSE gathers information from first-years and seniors on a variety of aspects of their educational experiences. Because NSSE is administered by a substantial number of institutions, Boise State is able to benchmark itself against peer institutions; peer institutions were selected based on a set of criteria to identify Urban Peers. The (+) and (–) symbols denote statistically higher and lower than peers, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

[12] High Impact Practices (HIPs) are widely known to positively affect student learning and retention. HIPs include service-learning, internships, research with faculty, study abroad, learning communities, and capstone courses. Comparisons are made to a set of Urban Peer institutions.

[13] Service-learning courses community experiences were impacted by the Covid-19 pandemic. Some high-enrollment courses removed their experiential component or moved to "field observation."

[14] Unduplicated number of students with internship credit in a given year; these include courses numerically identified as 293, 493, and 590.

NSSE[15] % participation in internships or similar experiences and in research	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>% of seniors participating in internships and other applied experiences	*NSSE every three years*	*NSSE postponed until Spring 2022*	51%	*NSSE every three years*	*NSSE every three years*	54.0%	56.0%
>% of seniors participating in research with faculty members			21%			28.0%	30.0%

Post-graduation outcomes[16]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Percent of graduates with a primary activity after graduation of working full- or part-time for a business/organization or themselves, furthering their education, or serving the military or service organization					Available Feb. 2025		
>Undergraduate degree completers	84%	82%	79%	77%		82%	85%
>Graduate degree completers	90%	89%	86%	85%		88%	90%
Percent of graduates whose full-time work is related to the degree received					Available Feb. 2025		
>Undergraduate degree completers	78%	82%	83%	83%		83%	85%
>Graduate degree completers	94%	94%	95%	94%		95%	97%
Percent of graduates whose full-time work is related to their career goals					Available Feb. 2025		
>Undergraduate degree completers	83%	84%	86%	87%		85%	87%
>Graduate degree completers	95%	97%	96%	96%		97%	98%
Percent of graduates working in Idaho of those working in the United States					Available Feb. 2025		
>Undergraduate degree completers	71%	70%	71%	71%		72%	75%
>Graduate degree completers	51%	55%	57%	59%		60%	63%

[15] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic.

[16] Post-graduation outcomes are from our annual Graduating Student Survey (GSS) plus the Follow-up Survey of non-respondents six months after graduation. Note that only the Follow-up Survey was conducted with FY20 graduates due to disruptions of the global pandemic in spring 2020.

Objective C: Expand educational access for all Idahoans through improved outreach, communication, financial aid, philanthropy, online resources and education

Performance Measures:

Access for Underserved Groups identified by SERP[17] (inclusive of First-time and Transfer and of Full-time and Part-time)	**Fall 2019 cohort**	**Fall 2020 cohort**	**Fall 2021 cohort**	**Fall 2022 cohort**	**Fall 2023 cohort**	**Target**	
						Fall 2024 cohort	**Fall 2028 cohort**
Cohort Size of Idaho Resident Students							
>Pell-eligible[18]	996	901	886	951	1,047	1,050	1,080
>First Generation Rural	1,141	1,040	885	974	1,025	1,030	1,080
Cohort Size as a Percent of Cohort from Service Region 3[19]							
>Rural	12.9%	14.8%	14.1%	14.0%	13.7%	15.3%	17.3%
>Hispanic/Latinx	15.2%	14.9%	15.5%	16.7%	17.5%	17.5%	18.1%

Dual / concurrent enrollment[20]	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Target**	
						FY 2025	**FY 2029**
Number of credits produced	33,100	28,756	29,920	32,849	Available July 2024	34,000	37,500
Distinct number of students served	7,062	6,318	6,543	7,117	Available July 2024	7,500	9,000

Enrolled Idaho Students (Fall enrollment)	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Target**	
						FY 2025	**FY 2029**
Number of enrolled degree-seeking resident undergraduates	10,689	10,309	9,729	9,667	10,057	10,200	10,800
Number of enrolled non-degree seeking resident undergraduates (includes dual enrollment)	5,982	3,773	5,316	5,935	6,402	7,500	9,000
Total number of enrolled resident undergraduates (degree- and non-degree seeking)	16,671	14,082[21]	15,045	15,602	16,459	17,350	19,000
Number of new First-time degree-seeking students who are Idaho residents	1,630	1,441	1,517	1,831	1,959	2,040	2,200
Number of new Transfer degree-seeking students who are Idaho residents	901	894	843	862	866	880	955

[17] Boise State's Strategic Enrollment and Retention Plan (SERP) specifies targets for access and progression for four groups identified as traditionally underserved: Rural, Hispanic/Latinx, First Generation, and Pell-eligible. The access measures are focused on bachelor's degree-seeking students.
[18] Pell-eligible is defined as Pell-eligible at the time of entry to the university. Given the changes in the Federal calculation for Pell eligibility, we will continue to monitor and adjust these targets as needed.
[19] Achievement of targets will, in five years, close by half the gap between the composition of Boise State cohorts and the percent in Service Region 3's population as of the 2020 census. In the case of Hispanic/Latinx, the Service Region 3 population is limited to individuals 18 to 24 years old.
[20] Dual/concurrent enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students enrolled and the numbers of credits earned. Reflects data from the annual Dual Credit report to the Board.
[21] Decline in resident student enrollment in FY 2021 is mostly in non-degree seeking undergraduate student numbers (including the dual enrollment) and was largely due to the impacts of the global pandemic.

Number of graduates with high impact on Idaho's college completion rate	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Baccalaureate graduates from underrepresented groups							
>Rural Idaho[22]	459	505	544	491	Available Sept. 2024	550	750
>Hispanic/Latinx[23]	459	518	542	551		650	800
>First-generation[24]	1,476	1,570	1,623	1,498		1,700	2,000
>Pell eligible[25]	1,041	1,027	1,001	893		1,050	1,100
Baccalaureate graduates who are Idaho residents	2,208	2,284	2,269	2,155	Available Sept. 2024	2,500	2,750
Baccalaureate graduates of non-traditional age (30 and up)	847	828	879	813	Available Sept. 2024	1,050	1,300
Baccalaureate graduates who began as transfers from Idaho community college[26]	442	461	483	437	Available Sept. 2024	500	700

True Blue Scholarship	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Dollars awarded through need-based True Blue Promise Scholarship	$637,185	$671,478	$860,858	$1,085,741	Available Oct. 2024	$1.5M	$1.9M

Objective D: Cultivate a commitment to high quality, new and innovative learning experiences in all courses, curricula and co-curricula.

Performance Measures:

Students participating in courses with service-learning component	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Number of baccalaureate graduates who participated in a course with a Service-Learning component	1,557	1,537	1,466	1,184[27]	Available July 2024	1,200	1,480
>Percent of baccalaureate students participating in service-learning course	44%	42%	38%	30%		30%	37%

[22] Distinct number of graduates who began college as residents from a rural area in Idaho. The definition for this measure was updated in 2020 to align with Boise State's new efforts to serve rural communities in Idaho. Rural is defined as all places outside of "Urban Areas and their Places" as specified by the U.S. Census Bureau.
[23] Distinct number of graduates who are Hispanic/Latino.
[24] First-generation is defined as students whose parents/guardians have not completed bachelor's degrees.
[25] Denotes students who were Pell eligible during any point of their enrollment at Boise State.
[26] Includes baccalaureate recipients in transfer cohorts whose institution prior to their initial Boise State enrollment was one of the four Idaho community colleges.
[27] Service-learning courses community experiences were impacted by the Covid-19 pandemic. Some high-enrollment courses removed their experiential component or moved to "field observation."

Enrollment in programs delivered online (Fall enrollment)[28]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Undergraduate	1,911	2,294	2,282	2,271	2,441	2,500	2,800
>Graduate	1,310	1,418	1,511	1,476	1,415	1,500	1,715
>Total	3,221	3,712	3,793	3,747	3,856	4,000	4,515

NSSE[29] Indicators: For Freshmen Only (% of peer group rating)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Academic Challenge							
>Higher-order learning	*NSSE every three years*	*NSSE postponed until Spring 2022*	100% (=)	*NSSE every three years*	*NSSE every three years*	100%	105%
>Reflective & integrative learning			102% (=)			105%	105%
Learning with Peers							
>Collaborative learning			100% (=)			107%	107%
>Discussions with diverse others			103% (=)			103%	105%

NSSE[30] Indicators: For Seniors Only (% of peer group rating)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Learning with Peers							
>Collaborative learning	*NSSE every three years*	*NSSE postponed until Spring 2022*	96% (-)	*NSSE every three years*	*NSSE every three years*	105%	105%
>Discussions with diverse others			97% (-)			100%	102%
Experiences with faculty							
>Student-faculty interaction			98% (=)			103%	105%
>Effective teaching practices			102% (=)			100%	102%

Sponsored Projects funding and awards for Instruction and Training	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Total Funding	$5.9M	$2.3M	$3.8M	$1.6M	Available Feb 2025	$3M	$5M
># of Awards	29	19	23	11		25	30

[28] Indicates the number of officially enrolled students in a major or certificate that is delivered online.
[29] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peers, respectively, whereas (=) indicates that Boise State is statistically the same as peers.
[30] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peers, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

Goal 2: Innovation for Institutional Impact

Expand and implement leading-edge innovations to provide access to integrated high-quality teaching, service, research and creative activities.

Objective A: Create an enduring culture of innovation.

Performance Measures:

Vertically Integrated Projects[31] (VIPs)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Number of students enrolled in VIP credit	184	182	252	260	Available July 2024	275	350
>Number of VIP teams	21	23	33	37		37	40

Percent of research grant awards that are Interdisciplinary vs. single discipline[32]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>% of research grant awards that have PIs and Co-PIs in two or more academic departments (i.e., interdisciplinary)	24.7%	16.9%	24.2%	21.4%	Available July 2024	25.0%	30.0%

Objective B: Build scalable university structures and align philanthropic and strategic investments that support innovation in all aspects of the university with a special focus on academic and athletic programming.

Performance Measures:

Advancement funding	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Total gift income (outright gifts and previous pledge payments)	$15.5M	$21.1M	$25.8M	$30.2M	Available January 2025	$30M	$40M
>Total Endowment Value	$121.2M	$161.4M	$141.2M	$149.2M		$160M	$190M

Objective C: Establish individual and collective opportunity and accountability for innovation.

Performance Measures:

Inventions, Patents and Licenses (from the Office of Technology Transfer)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
> Inventions Disclosure	22	16	13	10		20	28
> Patents Issued	5	1	8	8	N/A	5	10
> Licenses / Options / Letters of Intent	19	22	32	51		50	60

[31] The Vertically Integrated Projects (VIPs) initiative unites students with faculty research in a team-based context. Students earn credit for participation, however, not all student participants sign up for credit. Only those students who are enrolled in VIP for credit are reported. Boise State is a member of the VIP national consortium that includes more than 20 universities and is hosted by Georgia Tech.

[32] Excludes no-cost extensions. Includes new grants only within "research-basic" or "research-applied" types. Represents per-grant, not per-person grant dollars. A new protocol for calculating these measures was implemented in fall 2019 and all data provided reflect this method.

Goal 3: Advance Research and Creative Activity

Advance the research and creative mission of the university community by fostering transformational practices, and supporting faculty, staff, and student excellence in these pursuits.

Objective A: Provide the physical space, policies, information systems, technology, budgetary and human resources to sustain and grow research and creative activities.

Performance Measures:

Total Research & Development Expenditures	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Expenditures as reported to the National Science Foundation	$43.3M	$46.1M	$47.6M	Available April 2024	Available April 2025	$50M	$55M

Sponsored Projects funding: # of Awards by Purpose	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Research	255	265	225	267	Available February 2025	275	350
>Instruction/Training	30	19	23	11		25	30
>Other Sponsored Activities	126	141	172	137		150	200
>Total	411	425	420	415		420	440

Sponsored Projects funding: Dollars awarded by purpose	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Research	$38.5M	$43.9M	$36.9M	$50.9M	Available February 2025	$50M	$60M
>Instruction/Training	$6.1M	$2.3M	$3.8M	$1.6M		$3M	$5M
>Other Sponsored Activities	$13.7M	$19.1M	$27.1M	$38.5M		$40M	$45M
>Total	$58.2M	$65.3M	$68M	$91M		$90M	$110M

Publications of Boise State authors and citations of those publications over 5-year period	CY 2015-19	CY 2016-20	CY 2017-21	CY 2018-22	CY 2019-23	Target CY 2020-24	Target CY 2024-28
>Number of peer-reviewed publications by Boise State faculty, staff, students[33]	2,479	2,704	2,941	2,533	3,187	3,200	4,200
>Citations of peer-reviewed publications authored by Boise State faculty, staff, students[34]	14,711	17,550	19,217	22,390	24,144	25,000	27,500

[33] Number of publications over five-year span with Boise State listed as the institution for one or more authors, collected from Web of Science. It is important to note that this source captures publications of a limited portion of our faculty, leaving out certain types of publications or creative activities especially by faculty in Arts and Humanities.

[34] Total citations, during the listed five-year span, of peer-reviewed publications published in that same five-year span; limited to those publications with Boise State listed as the institution for at least one author; from Web of Science. Excludes self-citations. It is important to note that this source captures citations from a limited portion of our faculty, leaving out certain types of publications especially by faculty in Arts and Humanities.

Objective B: Develop an integrated, transdisciplinary, and accessible research ecosystem dedicated to student excellence and success.

Performance Measures:

NSSE[35] % of senior participating in research	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>% of students participating in research w/faculty members	*NSSE every three years*	*NSSE postponed until Spring 2022*	21%	*NSSE every three years*	*NSSE every three years*	28.0%	30.0%

Number of doctoral graduates	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Distinct graduates completing doctoral degrees (PhD, DNP, EdD)	53	50	58	60	Available Sept. 2024	64	75

Carnegie Foundation Ranking[36]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Basic Classification	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)

Objective C: Invest in a Grand Challenges initiative to propel a transdisciplinary model for research and creative activity.

Performance Measures:

Percent of research grant awards and awarded grant $$ that are Interdisciplinary vs. single discipline	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Percent of research grant awards that have PIs and Co-PIs in two or more different academic departments (i.e., are interdisciplinary)	24.7%	16.9%	24.2%	21.4%	Available September 2024	25.0%	30.0%
>Average $$ per grant award for interdisciplinary grants	$293,228	$333,321	$461,166	$827,570		$500,000	$600,000
>Average $$ per grant award for single-discipline grants	$227,654	$181,531	$147,401	$168,295		$200,000	$300,000

[35] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic.

[36] Definitions of the classifications show are as follows: R2: Doctoral Universities – Higher research activity; R3: Doctoral Universities – Moderate research activity (as of 2018, Carnegie no longer has the R3 category, implementing a new Doctoral/Professional Universities category instead).

Goal 4: Foster Thriving Community

Promote and advance a fair, equitable, and accessible environment to enable all members of the campus community to make a living, make a life and make a difference.

Objective A: Advance a learning and working environment dedicated to the flourishing, sense of belonging, and freedom of expression among all students, faculty, staff, alumni, and friends of the university.

Performance Measures:

NSSE[37]: Student ratings of administrative offices (% of peer group rating; for seniors only; higher score indicates better interaction)	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Target**	
						FY 2025	**FY 2029**
>Quality of interaction with academic advisors	*NSSE every three years*	*NSSE postponed until Spring 2022*	105% (+)	*NSSE every three years*	*NSSE every three years*	102%	105%
>Quality of interaction with student services staff (career services, student activities, housing, etc.)			103% (+)			102%	105%
>Quality of interaction with other administrative staff and offices (registrar, financial aid, etc.)			103% (+)			105%	105%

NSSE[38] Indicators: For Seniors Only (% of peer group rating)	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Target**	
						FY 2025	**FY 2029**
Experiences with faculty	*NSSE every three years*	*NSSE postponed until Spring 2022*	98% (=)	*NSSE every three years*	*NSSE every three years*	103%	105%
>Student-faculty interaction							
Campus Environment			104% (+)			103%	105%
>Quality of interactions			91% (-)			95%	100%
>Supportive environment							

[37] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peers, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

[38] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peers, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

National College Health Assessment [39]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
> Response to statement: "I feel that I belong at my college/university" (% agree)	90.2%	*Survey conducted every 2 years*	84.8%	87.9%	*Survey conducted every 2 years*	92%	>95%
> Response to statement: "Students' health and well-being is a priority at my college/university" (% agree)	85.7%		82.7%	86.1%		90%	>95%
> Response to statement: "The campus climate encourages free and open discussion about students' well-being" (% agree)	89.6%		82.8%	86.5%		90%	>95%

Human Resources Survey[40]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
> Response to statement: "I can bring my whole authentic self to work" (% agree)	*Survey conducted every 3-5 years*	*Survey conducted every 3-5 years*	NA	*Survey conducted every 3-5 years*	*Survey conducted every 3-5 years*	80%	85%
> Response to statement: "My unique attributes, traits, characteristics, skills, experience and background are valued at work" (% agree)			NA			82%	85%
> Response to statement: "I would refer someone to work at Boise State" (% agree/yes)			82%			85%	90%
>Response to statement: I feel valued in my job (% agree)			72%			80%	90%
> My supervisor is responsive to my ideas, requests, and suggestions (% agree)			81%			85%	90%

[39] Boise State conducts the National College Health Assessment through the American College Health Association. The survey is conducted on a regular cycle, typically every two years. The survey instrument changed in 2019-20, so prior comparisons are not available. Response rates were 14.9% in FY20 (MoE +/- 3.5%) and 12.0% in FY22 (MoE +/- 3.9%).

[40] Boise State Human Resources conducted a campus-wide Listening Tour Survey in 2019 and a Work Well Survey in 2022. Some questions were updated or changed between the two surveys, and the survey is subject to ongoing improvements.

Objective B: Create a comprehensive, whole-employee experience that aligns university resources and is designed to enhance employee well-being and career growth at the university.

Performance Measures:

National Faculty & Staff Health Assessment [41]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
> Response to statement: "My college/university cares about my health and well-being" (% agree)	*Survey conducted on a cycle*	75.9%	*Survey conducted on a cycle*	*Survey conducted on a cycle*	*Survey being conducted Spring 2024*	80%	85%
> Response to statement: "My college/university promotes a culture of wellness" (% agree)		75%				80%	85%
> Response to statement: "The health and well-being of university staff and faculty impacts student success and learning" (% agree)		97.8%				>95%	>95%

Faculty and Staff Turnover[42]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Classified	19.7%	18.4%	27.5%	36.8%	Available January 2025	25%	18%
>Professional	15.3%	16.0%	17.4%	21.1%		18%	12%
>Faculty	5.4%	7.1%	7.6%	7.8%		6.5%	6.5%

[41] Boise State conducts the National Faculty & Staff Health Assessment through the American College Health. The survey cycle is being adjusted in FY23 and the survey will resume in FY24The response rates were as follows: 2021 was 24.5% (MoE +/- 3%); 2019 was 28.4% (MoE +/- 3%).

[42] Turnover is defined as the total number of separations in a fiscal year (7/1-6/30) divided by the average employee count (averaging the count at the first of each quarter [1/1, 4/1, 7/1, 10/1]). Includes only benefit-eligible employees - professional, classified, and faculty.

Objective C: Create a transparent, centralized business operations model that responsibly uses university resources, supports collaboration, furthers academic-athletic connections, and promotes consistency across individual campus units.

Performance Measures:

Expense per EWA-weighted Student Credit Hour (SCH)[43]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
$ per Resident Undergraduate SCH >Inflation-adjusted $$ (base FY19) >Unadjusted	 $349.44 $352.89	 $335.67 $357.17	 $334.81 $386.62	 $369.78 $440.57	Available January 2025	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$
$ per Resident Undergraduate & Graduate SCH >Inflation-adjusted $$ (base FY19) >Unadjusted	 $307.09 $310.12	 $292.32 $311.04	 $286.92 $331.32	 $317.10 $377.81	Available January 2025	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$
$ per Total Undergraduate SCH[44] >Inflation-adjusted $$ (base FY19) >Unadjusted	 $273.51 $276.21	 $253.97 $270.24	 $241.05 $278.35	 $254.07 $315.82	Available January 2025	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$
$ per Total Undergraduate & Graduate SCH >Inflation-adjusted $$ (base FY19) >Unadjusted	 $254.02 $256.52	 $235.96 $251.07	 $223.14 $257.67	 $245.61 $292.63	Available January 2025	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$

Cost of Education[45] (resident undergraduate with 15 credit load per semester; tuition and fees)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Boise State	$8,068	$8,060	$8,060	$8,364	$8,782	Remain less than the WICHE state average	
>> Inflation adjusted (base FY19)	$7,924	$7,839	$7,440	$7,114	$7,240		
>WICHE average	$8,934	$9,154	$9,305	$9,588	$9,840		
>> Inflation adjusted (base FY19)	$8,775	$8,903	$8,589	$8,155	$8,112		
>Boise State as % of WICHE	90.3%	88.0%	86.6%	87.2%	89.2%		

[43] Expense information is from the Cost of College study, produced yearly by Boise State's controller office. Includes the all categories of expense: Instruction/Student Services (Instruction, Academic Support, Student Services, Library), Institutional/Facilities (Cultural, Religious Life and Recreation, Museums, Gardens, etc., Net Cost of Intercollegiate Athletics, Net Cost of Other Auxiliary Operations, Plant Operations, Depreciation: Facilities, Depreciation: Equipment, Facility Fees Charged Directly to Students, Interest, Institutional Support), and Financial Aid. "Undergrad only" uses Undergrad costs and the sum of EWA weighted SCH for remedial, lower division, upper division. "Undergrad and Graduate" uses undergraduate and graduate expenses, and includes EWA weighted credit hours from the undergraduate and graduate levels. "EWA-resident weighted SCH" refers to those credits not excluded by EWA calculation rules, which exclude non-residents paying full tuition and WUE students that exceed the cap. Inflation adjustment is made using a CPI Calculator (https://www.bls.gov/data/inflation_calculator.htm) with FY19 as the base year.

[44] Expense information as in previous footnote. "EWA-resident Total SCH" refers to all credits, residents, and nonresident, weighted using standard EWA calculation rules. Inflation adjustment is made using the CPI Calculator with FY19 as the base year

[45] WICHE average from Table 1a of annual Tuition and Fees report. We use the unweighted average without California. A typical report can be found at http://www.wiche.edu/pub/tf.

Graduates per FTE	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Baccalaureate graduates per undergraduate FTE[46]	22.1	23.8	24.7	23.9	Available Sept. 2024	25.0	26.5
Baccalaureate graduates per junior/senior FTE[47]	42.5	43.7	47.2	46.5		48.0	50.0
Graduate degree graduates per graduate FTE[48]	45.3	48.5	47.9	50.0		50.0	52.0

Objective D: Foster a sustainable campus that is both environmentally and socially responsible as well as economically feasible.

Performance Measures:

STARS (The Sustainability Tracking, Assessment & Rating System)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
"STARS is intended to engage and recognize the full spectrum of higher education institutions…It encompasses long-term sustainability goals for already high-achieving intuitions, as well as entry points of recognition for institutions taking first steps toward sustainability."[49]	Program Participant	Program Participant	Silver Award Recognition	Silver Award Recognition	Silver Award Recognition	Silver Award Recognition	Gold Award Recognition

[46] Includes the unduplicated number of annual baccalaureate degree graduates divided by the IPEDS annual undergraduate FTE. It should be noted that IPEDS includes the credits taken by degree seeking and non-degree seeking students in calculating FTE.

[47] Includes the unduplicated number of annual baccalaureate degree graduates divided by the fall semester FTE of juniors and seniors. FTE are determined using total fall credits of juniors and seniors divided by 15. This measure depicts the relative efficiency with which upper-division students graduate by controlling for full and part-time enrollment.

[48] Includes unduplicated number of annual graduate certificates and master's and doctoral degree graduates divided by the IPEDS annual graduate FTE. It should be noted that IPEDS includes credits taken by degree seeking and non-degree seeking students in calculating FTE.

[49] Additional information on the STARS program may be found at https://stars.aashe.org/about-stars/

Goal 5: Trailblaze Programs and Partnerships

By partnering with industry, government, and community organizations, enhance and foster path breaking interdisciplinary programs and activities that transcend traditional fields of study.

Objective A: Leverage existing partnerships and programs and develop new opportunities with Idaho employers and private partnerships to address workforce, research, educational, service, and athletic needs.

Performance Measures:

Carnegie Foundation Community Engagement Classification recognizing community partnerships and curricular engagement	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Target**	
						FY 2025	**FY 2029**
"Community engagement describes collaboration between institutions of higher education and their larger communities (local, regional/state, national, global) for the mutually beneficial exchange of knowledge and resources in a context of partnership and reciprocity. "[50]			Boise State was one of 76 recipients of the 2006 inaugural awarding of this designation. The classification was renewed in 2024.			Renewal of Community Engagement Classification in 2032	

Partnerships through Research & Economic Development[51]	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Target**	
						FY 2025	**FY 2029**
Total Distinct Number of Partners	N/A	301	743	881	Available May 2025	Increase number of partners	Increase number of partners
Classified by organizational type							
> Industry		58	460	504			
> Government		124	118	134			
> Non-Profit		34	58	65			
> Higher Education		85	107	156			
> Other		N/A	N/A	22			

Student-athlete community engagement[52]	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Target**	
						FY 2025	**FY 2029**
Opportunities provided to student-athletes to engage with community organizations	25	35	121	220	N/A	250	300

[50] Additional information on the Carnegie Foundation Community Engagement Classification may be found at http://nerche.org/index.php?option=com_content&view=article&id=341&Itemid=618#CECdesc.

[51] Partnerships are characterized as collaborations for the mutually beneficial exchange of knowledge and resources with entities external to the university. Partner organizations may include any type of public, non-profit, or private organization; each organization is counted once even if multiple engagements exist.

[52] Helper-Helper platform used to track volunteerism and other student-athlete development opportunities. Opportunities include volunteer hours at local K-12 schools, assisting individuals with special needs, and mental health and wellness programming. Data represents opportunities provided; 81% of 350 student-athletes participated in 4 or more events.

Student-athlete career exploration and development – BroncoLife Connect[53]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Local Companies	42			64	58	60	75
Business Professionals	67	N/A	N/A	107	125	130	150
Student Participation	140			155	205	215	230

Objective B: Expand partnerships across Idaho to ensure rural communities have access to high-quality educational programming that fits their needs.

Performance Measures:

Community Impact Program Participants[54]	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Community Impact Program participants (new starts)	NA	16	28	34	10	45	75
>Professional development participants		NA	35	17	28	35	50
>Academic certificates issued and percent of new starts		11 (69%)	24 (86%)	32 (94%)	8 (80%)	36 (86%)	65 (86%)

Number of graduates with high impact on Idaho's college completion rate	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
Baccalaureate graduates from underrepresented groups >Rural Idaho[55]	459	505	544	491	Available Sept. 2024	550	750
Baccalaureate graduates who began as transfers from Idaho community college[56]	442	461	483	437	Available Sept. 2024	500	1,000

[53] BroncoLife CONNECT provides student-athletes an opportunity to learn about career paths while networking with employers and industry business professionals.

[54] Boise State's Community Impact Program launched in fall 2020 and is focused on rural communities. The program is offered through a hybrid format and engages communities in McCall, Mountain Home, and Payette.

[55] Distinct number of graduates who began college as residents from a rural area in Idaho. The definition for this measure was updated in 2020 to align with Boise State's new efforts to serve rural communities in Idaho. Rural is defined as all places outside of "Urban Areas and their Places" as specified by the U.S. Census Bureau. Data for all reported years reflect the new definition and goals.

[56] Includes baccalaureate recipients in transfer cohorts whose institution prior to their initial Boise State enrollment was one of the four Idaho community colleges.

Objective C: Create interdisciplinary structures to facilitate meaningful connections and experiences for students, faculty, and staff.

Performance Measures:

Vertically Integrated Projects[57] (VIPs)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Number of students enrolled in VIP credit	184	182	252	260	Available July 2024	275	350
>Number of VIP teams	21	23	33	37		37	40

Percent of research grant awards and awarded grant $$ that are Interdisciplinary vs. single discipline	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target FY 2025	Target FY 2029
>Percent of research grant awards that have PIs and Co-PIs in two or more different academic departments (i.e., are interdisciplinary)	24.7%	16.9%	24.2%	21.4%	Available September 2024	25.0%	30.0%
>Average $$ per grant award for interdisciplinary grants	$293,228	$333,321	$461,166	$827,570		$500,000	$600,000
>Average $$ per grant award for single-discipline grants	$227,654	$181,531	$147,401	$168,295		$200,000	$300,000

Key External Factors

A wide variety of factors affects Boise State University's ability to implement the strategic plan. Here we present five factors that we regard as impediments to progress, the first two of which can be influenced by the state government and its agencies, and one external factor that may help accelerate our progress.

Higher education budget funding and tuition. Lack of consistent funding for the Enrollment Workload Adjustment (EWA) while the university experienced substantial enrollment growth has resulted in a substantial per-student EWA-weighted funding deficit relative to the average of the other three public four-year institutions. Boise State University has $8.9 million in cumulative unfunded EWA. Although Boise State observed decreases in weighted resident student credit hours over the last two years, we had an overall increase in unweighted resident credit hours between FY22 and FY23. The decreases in weighted resident credit hours are due to: (1) decreases in upper division and graduate credits, which are weighted more heavily than lower division credits (where we observed increases); (2) large cumulative increases in our numbers of undergraduate degree completers—i.e., approximately 200 more bachelor's degree graduates from FY21 to FY22, and 200 plus increases from FY19 to FY20 and FY20 to FY21 – meaning that we had fewer seniors in our pipeline as students are completing their degree programs more efficiently; (3) some decreases in credit hours in heavily weighted fields such as health, business, and education (likely due to

[57] The Vertically Integrated Projects (VIPs) initiative unites students with faculty research in a team-based context. Students earn credit for participation, however, not all student participants sign up for credit. Only those students who are enrolled in VIP for credit are reported. Boise State is a member of the VIP national consortium that includes more than 20 universities and is hosted by Georgia Tech.

lingering effects of the pandemic). Moreover, our inflation-adjusted tuition has been declining in the last five years, negatively influencing our ability to implement our new strategic plan, *Blueprint for Success*. The FY24 published tuition of $8,783 for undergraduate full-time for Idaho residents is $7,372 when inflation-adjusted to the FY19 base year, thus, making the inflation-adjusted tuition approximately 9 percent *lower* than the published rate of $8,060 in FY19.

Compliance and Administrative oversight. Increases in state and federal compliance requirements are a growing challenge in terms of cost and in terms of institutional effectiveness and efficiency. Boise State University is subject to substantial administrative oversight through the State of Idaho Departments o440.57f Administration and Human Resources as well as other Executive agencies. Significant operational areas subject to this oversight include capital projects, personnel and benefit management, and risk and insurance. The additional oversight results in increased administrative and project costs due to multiple layers of review. The current system places much of the authority with the Department of Administration and the other agencies, but funding responsibility and ultimate accountability for performance with the State Board of Education and the University. As a result, two levels of monitoring and policy exist, which is costly, duplicative, and compromises true accountability.

Global Pandemic. The global pandemic, which created large new expenses and lost revenues in higher education, continues to affect our operations. Mental distress and burnout among students, faculty and staff remain. New cohorts of college students are more likely to have experienced learning loss while in high school (due to remote education and other stressors of the pandemic), which impacts their academic success in the university.

Effects of the economy and the market conditions. Increasing inflation, in particular the increases in cost of housing in the Boise metro area, and insufficient increases in state salaries are negatively impacting our ability to recruit and retain staff and faculty. This is impacting morale and well-being of our community, and these increased costs are exceeding our ability to offset our current revenue streams. In addition, a strong job market with higher entry-level wages and lower employment in the State affecting the college-going rates as fewer high school graduates are choosing to enroll in college.

Financial Aid Impacts: There are several recent changes to Financial Aid that may impact our enrollment in unpredictable ways. The Idaho Launch Scholarship program is in its first year and while we hope many of the Idaho students will choose to enroll at Boise State, this scholarship may help students see other possibilities around post high school plans that we cannot predict. Changes to the Free Application for Federal Student Aid (FAFSA) have proven difficult and unpredictable for students and parents. The financial aid application data is yet to be provided to schools which is months behind past years' schedule and leads to delayed aid offers to students. This will result in families having a shorter time frame for making enrollment decisions. The Federal Government also made changes to the Pell Grant eligibility; it is anticipated that more students will qualify for the Pell grant but we are still unclear of its impacts on the Boise State student population.

Positive External Factor: Increasing collaborations among universities and colleges, and with industry / community partners. Presidents of all universities have been committed to working together and expanding both collaborative academic and research programming across institutions. In addition, expanded efforts to

collaborate with industry and community partners will increase applied research opportunities and allow for the development of programming with expected high community impact.

Evaluation Process

Boise State reviews its strategic plan and considers amendments to the Blueprint for Success through an annual review of divisional strategic plan reporting. The six vice presidents of the university receive reports from every unit within their division that detail progress to date on the Blueprint for Success and their plans and recommendations for the coming year. Each division compiles these unit-level reports and provides an executive-level summary to the University Strategic Planning Council (USPC), a group composed of representatives from across all divisions in the university. In turn, the USPC provides a comprehensive summary for the President and Executive Team detailing progress and achievements on the strategic plan from across the institution.

Parallel to this process, a strategic planning data group tracks and assesses progress made on the metrics for the plan. In addition, feedback and ideas are always welcome “off cycle” through communication with the USPC or divisional teams. This process allows every level of the institution to chart their progress, provide feedback, and offer new directions for the plan. This information provides the basis for changes or amendments to the plan, something ultimately finalized at the Executive Team level.

Institution/Agency Goals and Objectives	Boise State University Strategic Plan Goals				
	Goal 1: Improve educational access and student success	***Goal 2: Innovation for institutional impact***	***Goal 3: Advance research and creative activity***	***Goal 4: Foster thriving community***	***Goal 5: Trailblaze programs and partnerships***
GOAL 1: EDUCATIONAL READINESS: Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.					
Objective A: Literacy - Provide effective literacy instruction across grades K-3.					
Objective B: Mathematics - Provide effective mathematics instruction across grades 6-8.					
Objective C: Graduation - Increase Idaho's high school graduation rate.					
GOAL 2: EDUCATIONAL ACCESS - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.					
Objective A: Advanced Opportunities – Increase high-school student participation in advanced opportunities.	✓	✓		✓	✓
Objective B: Student Engagement - Increase high-school student engagement in exploring postsecondary opportunities.	✓	✓		✓	✓
Objective C: College-Going - Increase the rate at which high school graduates pursue postsecondary opportunities.	✓	✓		✓	✓
GOAL 3: EDUCATIONAL ATTAINMENT (opportunity) – Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through a greater numbers of student completing certificates and/or degrees, including workforce credentials.					
Objective A: First-Year Student Retention - Increase the retention rate of first-year students into the second year.	✓	✓	✓	✓	✓
Objective B: Timely Degree Completion – Increase on-time degree completion.	✓	✓	✓	✓	✓
Objective C: Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.	✓	✓	✓	✓	✓

Boise State Cybersecurity Report to the State Board of Education

February 2024

Executive Order 2017-02 requires Boise State University to incorporate the NIST Cybersecurity Framework (CSF) into our IT Risk Management frameworks and also to implement CIS Critical Security Controls (CSC) 1- 6 across the University's critical network infrastructure systems.

CSF is just one component of Boise State's IT Risk Management framework. To measure our Security Effectiveness we partner with BitSight to provide real-time feedback on University systems CSF maturity. Average BitSight maturity is an A, immediately mitigating issues on the report that impact scoring, whereas the higher education industry has maintained a D average. CSC Controls have been documented and on a maturity scale we are a level 2 with work left to do. Critical Security Controls 1-6 will be an ongoing process as we strive towards a level 3 maturity.

In the past 12 months we have:

- Reviewed, updated, and published revised versions of OIT Policies:
  - 8020 Server Administration
  - 8030 Desktop, Laptop, and Tablet PC Computing Standards
  - 8050 Software Patch Management
  - 8060 Information Privacy and Data Security
  - 8090 Telephone Services
  - 8120 Identity Theft Prevention Program
  - 8150 Information Technology Governance
  - 8180 Information Technology Change Management
- Conducted external penetration test and review of critical systems
- Implemented new endpoint protection solution, shifting from JAMF Protect to Microsoft Defender

In the next 12 months we plan:

- Continuing maturity growth of CSF and CSC as outlined by State, reevaluating maturity based on CSCv8 controls
- Reduce attack surface by removal of unused student accounts
- Implementation of new Endpoint Detection and Response (EDR) and Cloud Application Security Broker (CASB) tooling
- Implementation of new university data-retention policies
- Revision of data classification policies

Additional Relevant Strategic Plans Supporting *Blueprint for Success*

IDAHO SMALL BUSINESS DEVELOPMENT

Mission
Accelerating business success

Vision
Be the most influential driver of Idaho business success

Goal 1: Network Reach
Focus time on clients with the highest potential for creating economic impact.

Objective A: Develop long-term relationships with potential and existing growth and impact clients.

Performance Measures:

Capital Raised by Clients	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target	
						FY 2025	FY 2029
> millions of dollars[58]	$79.9	$55.8	$28.2	$56.6	N/A	$56.1	$68.2

[58] The reported numbers differ from those reported previously due to a correction, which resulted in adjustments to the data.

TECHHELP

Mission
TechHelp will be a respected, customer-focused, industry recognized organization with strong employee loyalty, confidence of its business partners and with the resources and systems in place to achieve the following sustained annual results in 2024:

- 100 manufacturers reporting $120,000,000 economic impact
- 500 jobs created and retained
- > $20,000 and < $50,000 Net Income

Vision
TechHelp is Idaho's Manufacturing Extension Partnership (MEP) center. Working in partnership with the state universities and the Idaho Manufacturing Alliance (IMA), we provide assistance to manufacturers, food and dairy processors, service industry and entrepreneurs to grow their revenues, to increase their productivity and performance, and to strengthen their global competitiveness.

"Our identity is shaped by our results."

Goal 1: Economic Impact on Manufacturing in Idaho
Deliver a quantifiable positive return on both private business investments and public investments in TechHelp by adding value to the manufacturing client and the community.

Objective A: Offer technical consulting services and workshops that meet Idaho manufacturers' product and process innovation needs, resulting in new and retained jobs and economic impact in the form of sales, savings, and investment.

Client reported economic impacts resulting from projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Target	
						FY 2025	FY 2029[59]
> sales, cost savings and investments (millions of dollars)	$182.9	$114.4	$207.4	$206.3M	$175.1M	$120	$120
> new and retained jobs	885	1144	497	348	313	500	500

[59] Target is based on current and projected resources and established best practices based on those resources.

College of Eastern Idaho

Strategic Plan 2025-2029

June 1, 2024

DRAFT

College of Eastern Idaho

FY2025-2029

Strategic Plan

MISSION STATEMENT

To provide open-access to affordable, quality education that meets the needs of students, regional employers, and community.

VISION STATEMENT

Our vision is to be a superior community college. We value a dynamic environment as a foundation for building our college into a nationally recognized community college role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to advance their degree, and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

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STATE PERFORMANCE METRICS:

Timely Degree Completion

I. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting (Source: PMR State Measure 50)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Percentage	6%	4%	10%	12%	13%	14%

II. Percent of first-time, full-time, freshmen graduating within 150% of time[1] (State Performance Measure II) (Source: Graduation Rates IPEDS)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Grad Rate 150% IPEDS	56%	46%	44%	35%	37%	41%

III. Total number of certificates/degrees produced, disaggregated (Source: Completions IPEDS)
   a) Certificates of less than one year
   b) Certificates of at least one academic year
   c) Associate degrees

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Certificates <1 year	8	23	3	1	3	6
Certificates >1 year	112	96	106	116	116	140
Associate Degrees	166	229	276	278	304	364

IV. Number of unduplicated graduates/completers
   a) Certificates of less than one year
   b) Certificates of at least one academic year
   c) Associate degrees

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Completers of Certificates<1 year	8	21	3	1	3	6
Completers of Certificates>1 year	104	96	103	115	121	126
Completers of Degrees	164	222	263	263	276	289

Reform Remediation

V. Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher.

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Students	53%	57%	66%	66%	69%	73%

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Math Pathways

VI. Percent of new degree-seeking freshmen completing a gateway math course within two years

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Students	53%	61%	53%	70%	73%	77%

Guided Pathways

VII. Percent of first-time, full-time freshmen graduating within 100% of time. (Source: PMR State Measure 180)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
FTFT Completers 100%	49%	39%	39%	24%	25%	27%

Dual Credit Graduates (State Performance Measure VIII)

VIII. Percent of dual credit students who graduate from high school with an associate's degree (Source: Internal Reporting)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Percent of dual credit graduates	0.2%	0.5%	1.1%	1.7%	1.8%	1.9%

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GOAL 1: INCREASE EDUCATIONAL READINESS, ENSURING THAT CEI PROVIDES A RIGOROUS, UNIFORM, AND THOROUGH EDUCATION TO EMPOWER ITS STUDENTS TO BE LIFELONG LEARNERS WHO ARE PREPARED FOR OUR REGION'S WORKFORCE OPPORTUNITIES.

Objective A: Increase Idahoans prepared for the regional workforce's needs. (Source: Internal Reporting)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Workforce Training Headcount, duplicated	16,461	12,140	17,494	20,068	21,071	22,075
Percentage of change from previous fiscal year	+56.0%	-26.2%	+44%	+14.7%	+5%	+10%

Objective B: Increase total annual credit-seeking enrollment (Source: PSR Annual)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Annual Credit-seeking Enrollment Headcount	2,402	2,627	3,225	3,468	3,641	3,815
Total percentage of change from previous fiscal year	+17.8%	+9.4%	+22.7%	+7.4%	+5%	+10%

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GOAL #2: INCREASE EDUCATIONAL ACCESS TO AN AFFORDABLE, QUALITY EDUCATION
College of Eastern Idaho ensures that it increases access to quality, affordable education for all Idahoans, regardless of socioeconomic status, age, or geographic location.

Objective A: Increase the annual number of students who have a state-funded or foundation-funded scholarship to ensure that aspiring professionals of all economic means can access stellar education. (Source: Internal Reporting)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
State Funded	86	81	86	96	91	95
Foundation Funded	278	194	211	260	273	286

Objective B: Increase the numbers and percentage of degree/certificate seeking students who received a Pell grant, which shows that CEI its commitment to providing accessible education for those with substantial financial challenges. (Source: Student Financial Aid IPEDS)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Number of students awarded a Pell grant	624	664	640	625	656	688
Percentage of all degree/certificate seeking students awarded federal Pell grants	39%	37%	30%	47%	49%	52%

Objective C: Increase the go-on rate, as evidenced by the percentage of entering CEI students who enroll in CEI programs during the first year after high school graduation: (Source: Internal Reporting)

					Benchmark	
	FY2020	FY2021	FY 2022	FY 2023	2025	2029
Percentage of Annual Enrollment who entered CEI within 1 year of High School	27.4%	31.3%	35.0%	43.9%	46%	48%

Objective D: Increase the percentage of degree-seeking students taking at least one course with a distance education component to ensure CEI is serving place bound, employed, and other students with diverse learning needs. (Source: IPEDS 12-month enrollment)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Percentage of Students taking a Distance Ed course	31%	57%	49%	46%	48%	50%

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Objective E: Increase the percentage of males in annual credit-seeking enrollment to increase equitable access to the state's educational and vocational resources. (Source: IPEDS 12-month enrollment).

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Percentage of Males in annual enrollment	36.8%	33.1%	39.5%	41%	43%	45%

Objective F: Increase the number of applicants/students receiving Center for New Direction services (CND) (Source: Internal Reporting)

					Benchmark	
	FY2020[4]	FY2021	FY2022	FY2023	2025	2029
CND Clients Served	294	318	264	266	300	350

GOAL 3: INCREASE STUDENT ATTAINMENT
College of Eastern Idaho fuels a strong workforce pipeline evidenced through a greater number of students completing certificates and/or degrees, including workforce credentials.

Objective A: Increase the number of students prepared to enter collegiate training or workforce. (Source: Internal reporting.)

I. Increase the number of students enrolled in GED who are Idaho residents (not including ESL)
II. Increase the number of students who complete their GED
III. Increase the number of students who achieve at least one educational functioning level improvement (Source: Internal reporting)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Enrolled	370	246	214	227	240	250
Completed	55	37	42	20	25	40
Gained educational level	Not available	71	98	117	123	129

Objective B: Increase the number of CEI completers at all certificate and degree levels. (Source: IPEDS Completions)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
All completers	272	330	363	368	386	405

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Objective C: Increase career technical education graduates placed into their desired careers. (Source: Placement Rates)

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Positive Placement of Career Technical Education Completers	94%	96%	99%	97%	98%	98%

Objective D: Increase number of skilled employees available to meet regional economic needs.

I. Workforce training and community education's annual headcount, duplicated count

					Benchmark	
	FY2020	FY2021	FY2022	FY2023	2025	2029
Headcount	12,140	16,768	17,494	20,068	21,071	22,075

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Key External Factors

1. Increased need for a more flexibly educated workforce

CEI has the largest workforce program in the state and a fifty-year history of providing employer-driven, market-responsive education. Institutional sustainability demands that workforce and credit-bearing programs purposefully collaborate. Credit-bearing students need more short-term credentials to prove their performance on key industry requirements, and workforce students need clear pathways and stackable credentials that re-invite them back as lifelong learners. We are purposefully developing bridges across the silos in program review, data collection, educational pathways, and others. We are also developing cross marketing on and off campus, so all stakeholders know the full range of our educational resources.

2. Inflation and population growth pressure

Inflation, supply chain complications, and job market pressure require extraordinary care to ensure that our resources are best allocated to achieve mission fulfillment. CEI is a human-centric organization. Employees are our greatest resource and investing in their success will ensure effective recruiting and retention. We will continue to identify ways to minimize expenses, develop public-private partnerships, and develop alternate revenue sources to ensure that we can always move the mission forward.

3. Greater need for nimble educational programming

CEI is committed to increasing stakeholder guidance, both on- and off-campus. We know that those closest to the problems will have the most specific answers, and our administration needs open, supported pathways to get unfiltered feedback. To strengthen on-campus channels, administration clarified reporting pathways, and it seeks bilateral communication through the Senates, committees, and campus-wide strategic conversations. We established faculty-inclusive/led committees that will deepen our academic freedom, academic integrity, professional development programs, prior learning assessment, and others. Overseen by the Academic Standards Committee, these committees will be working through an organized, shared process that identifies key research, develops published processes, evaluates their efficacy, and shares results throughout our community. Off campus, our administrators have set a goal to strengthen our K-12, advisory boards & community outreach. We use our Futuring Summits and other venues to discuss those expansions, share insights, and use that knowledge to create pragmatic, measurable priorities.

4. Careful conservation and growth of stakeholder investment

Our administration has used a futuring process since CEI's inception. Futuring is an evolutionary process that combines regular conversations and collaborative research to assess our strategic position. We identify current and emerging patterns, trends, and expectations to define our future direction, and we determine the most effective measures to evaluate each developmental stage. Futuring allows us to continually realign our mission, planning, and intended outcomes of our programs and services to meet market needs and stakeholder expectations. We review our achievement indicators, which prompt new research questions. Each investigation clarifies short-term goals that lead us to our desired future.

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Each year, administration invites a broad range of content experts to a futuring summit to study economic trends, industry trends, and stakeholder expectations. We are developing a research-based, data-driven development process that develops those identified trends into actionable tasks. This will allow us to best leverage our limited material and human resources, while minimizing risk.

5. Greater proof of higher education's value to its stakeholders

We have clear, published course-level and program-level outcomes. We are consciously developing the program-level outcomes to create a comprehensive, connected, and cohesive curriculum that is aligned with market needs. As a new institution, we are only just building enough student populations to expand our range of consistent credit-bearing programs. Even the definition of a program is receiving careful evaluation. Our faculty are researching widely to ensure that we build enough pathways that students can transfer easily into their program of choice. That is being balanced against the need for broadly available course offerings that can be completed on a clear track, on time, and with guidance on price-to-earnings implications.

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SBOE GOAL 1: EDUCATIONAL READINESS		
CEI GOAL 1: INCREASE EDUCATIONAL READINESS		
Objective A: Increase Idahoans prepared for the regional workforce's needs. Measure: WTCE Headcount	Objective B: Increase total annual credit-seeking enrollment Measure: Credit-seeking headcount	
SBOE GOAL 2: EDUCATIONAL ACCESS		
CEI GOAL 2: INCREASE EDUCATIONAL ACCESS		
Objective A: Increase annual number of students who have a scholarship. Metric: State & Foundation scholarships	Objective B: Increase numbers of Pell grant recipients Metric: Number and student body percentage of recipients	Objective C: Increase the go-on rate Metric: Annual enrollment of CEI students within 1 year of high school graduation
Objective D: Increase distance education enrollees. Metric: Percentage taking a course with distance components	Objective E: Increase percentage of males Metric: Percentage of males in annual enrollment	Objective F: Increase students leveraging support services Metric: CND clients served
SBOE GOAL 3: EDUCATIONAL ATTAINMENT		
CEI GOAL 3: INCREASE EDUCATIONAL ATTAINMENT		
Objective A: Increase the progress of College & Career Readiness enrollees Metrics: Enrollment, GED completion, Educational level gain	Objective B: Increase number of CEI completers Metric: Unduplicated count of completers at all certificate & degree levels	Objective C: CTE students place into chosen careers. Metric: Placement rate
Objective D: Increase workforce training and community education's annual headcount. Metric: Annual duplicated headcount of WTCE enrollees		

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COLLEGE OF SOUTHERN IDAHO
2024-2028 (FY2025-FY2029)
STRATEGIC PLAN

OUR MISSION

To provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities we serve.

OUR VISION

To improve the quality of life of those impacted by our services.

OUR VALUES

- **Community:** The College of Southern Idaho, the Magic Valley's community college, commits to effectively serving the educational, intellectual, cultural, and economic needs of the communities we serve.

- **Equity:** The College of Southern Idaho recognizes and embraces the value that people of diverse backgrounds and perspectives offer us all. As such, the College is a place of fairness, diversity, civility, and collegiality, and celebrates the benefits of learning and growth that come from a commitment to equity.

- **Innovation:** The College of Southern Idaho exemplifies a spirit of innovation that positions the College as an educational and community leader throughout our service area.

- **Quality:** The College of Southern Idaho ensures that offerings meet or exceed the level of quality demanded by stakeholders, and honor the substantial investment that users make in the College.

OUR STRATEGIC PLAN

Guided by the values of community, equity, innovation, and quality, the College of Southern Idaho pursues the following Strategic Goals, as established by the College of Southern Idaho Board of Trustees, and the President of the College of Southern Idaho.

STRATEGIC GOAL 1: STUDENT ACCESS

Strategy #1: The College of Southern Idaho will provide quality and innovative educational programs that align with student needs, workforce demands, and employment opportunities.

Objective 1.1: Collaborate with K-12 partners to increase participation in higher education.

Performance Measures:

1.1.1 Grow dual credit enrollment at a rate that matches or exceeds the growth of Region IV school districts (Source: State Board of Education Dual Credit Report)

	FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY 2025	**FY 2029**
Headcount	**7,648**	**7,472**	**8,866**	**9,682**	**9,682**	**TBD#**
Credits	**42,805**	**42,793**	**51,897**	**57,488**	**57,488**	**TBD#**

Benchmark: Maintain current enrollment levels, despite slight contraction of Region IV K-12 enrollment [1] (by 2025)

1.1.2 Increase the Region IV high school immediate and three-year "college-going" rates (Source: State Board of Education and CSI)

	FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY 2025	**FY 2029**
Fall Immediate	**44%**	**43%**	**45%**	**42%**	**47%**	**60%***
Within 3 Years	**61%**	**64%**	**64%**	**57%**	**67%**	**80%***
Subset of "Fall Immediate" attending CSI	**57%**	**59%**	**54%**	**51%**	**65%**	**70%**

Benchmark: 47% immediate, 67% within 3 years, and 65% attending CSI; some historical data has been updated for FY20, FY21, and FY22 [2] (by 2025)

Objective 1.2: Collaborate with local employers to provide education and training opportunities that meet community workforce needs.

Performance Measures:

1.2.1 Increase Workforce Development enrollment (Source: Workforce Development and Training Report)

	FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY 2025	**FY 2029**
Total Enrollments	**5,034**	**7,992**	**6,459**	**7,190**	**8,700**	**9,950**

Benchmark: 8,700 (by 2025) [3]

Objective 1.3: Increase participation in higher education by offering programs and services that meet the educational needs of the communities we serve.

Performance Measures:

1.3.1 Increase CSI unduplicated headcount of non-dual credit students (Source: PSR 1 Fall Snapshot Report)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2025	**FY 2029**
3,987	**3,883**	**3,905**	**3,958**	**4,100**	**4,500**

Benchmark: 4,100 [4] (by 2025)

1.3.2 Increase CSI full time equivalency (FTE) enrollment for all credit-bearing students (Source: PSR 1 Fall Snapshot Report)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2025	**FY 2029**
3,476	**3,590**	**3,702**	**3,963**	**4,200**	**4,500**

Benchmark: 4,200 [5] (by 2025)

STRATEGIC GOAL 2: STUDENT RETENTION

Strategy #2: The College of Southern Idaho will provide high-impact learning and student support systems that provide a sense of belonging for our diverse student population and that enhance persistence and retention.

Objective 2.1: Establish robust systems and processes that support student retention.

Performance Measures:

2.1.1 Increase the percentage of new first-time, full-time, degree seeking students retained or graduated the following year (excluding death or permanent disability, military, foreign aid service, and mission) (Source: IPEDS)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
				FY 2025	FY 2029
61%	66%	60%	64%	67%	75%**

Benchmark: 67% [6] (by 2025); 75% [6] (by 2029)

Objective 2.2: Offer instructional programs and support systems that help underprepared students move into college-level coursework rapidly and successfully.

Performance Measures:

2.2.1 Increase the percentage of degree seeking students taking a remedial math course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment (Source: CSI) *Statewide Performance Measure*

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
				FY 2025	FY 2029
43% (339/785)	48% (484/1,012)	51% (384/759)	44% (231/525)	50%	50%

Benchmark: 50% [7] (by 2025/2029)

2.2.2 Increase the percentage of degree seeking students taking a remedial English course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment (Source: CSI) *Statewide Performance Measure*

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
				FY 2025	FY 2029
73% (185/255)	71% (151/214)	69% (115/168)	71% (72/101)	70%	70%

Benchmark: 70% [7] (by 2025/2029)

2.2.3 Increase the percentage of first-time degree seeking students completing a gateway math course within two years of enrollment (Source: CSI) *Statewide Performance Measure*

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
				FY 2025	FY 2029
48% (499/1044)	50% (517/1030)	50% (597/1183)	52% (641/1225)	55%	60%

Benchmark: 55% [7] (by 2025); 60% [7] (by 2029); historical data has been updated for FY22 due to a previous rounding error

STRATEGIC GOAL 3: STUDENT SUCCESS

Strategy #3: The College of Southern Idaho will provide instructional and student support services that allow students to successfully and efficiently complete their educational goals.

Objective 3.1: Increase the rate of college completion by removing barriers, providing targeted support measures, and creating multiple pathways to completion.

Performance Measures:

3.1.1 Match or exceed our peer institutions in the percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (Source: IPEDS) ***Statewide Performance Measure***

	FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY 2025	**FY 2029**
CSI	35%	36%	44%	43%	45%	50%**
Peer Institutions	NA	34%	34%	35%		

Benchmark: 45% [8] (by 2025); 50% [8] (by 2029)

3.1.2 Increase the percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (Source: IPEDS) ***Statewide Performance Measure***

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
				FY 2025	**FY 2029**
22%	31%	31%	34%	NA	30%**

Benchmark: NA [8]

3.1.3 Increase the number of associate degrees and certificates of one year or more produced annually (Source: IPEDS Completions) ***Statewide Performance Measure***

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
				FY 2025	**FY 2027**
1,076	1,094	1,143	1,132	1,262	1,342

Benchmark: 195 Certificates/1067 Degrees [9] (by 2025) (SBOE)

3.1.4 Increase the number of unduplicated graduates with associate degrees and/or certificates of one year or more produced annually (Source: IPEDS Completions) ***Statewide Performance Measure***

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
				FY 2025	**FY 2029**
962	979	1,027	1,023	NA	NA

Benchmark: NA [9]; data has been updated from previous plans to reflect final numbers rather than preliminary numbers

3.1.5 Increase the percentage of students completing 30 or more credits per academic year (Source: CSI) ***Statewide Performance Measure***

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
				FY 2025	**FY 2029**
15%	13%	13%	13%	15%	20%

Benchmark: 15% [10] (by 2025)

3.1.6 Reduce the median credits earned at graduation (Source: CSI)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
				FY 2025	FY 2029
73	72	69	68	69	69

Benchmark: 69 [11] (by 2025); data has been updated from previous plans to reflect final numbers rather than preliminary numbers

Objective 3.2: Ensure that instructional and student support services provide an equitable environment for all.

Performance Measures:

3.2.1 Increase the retention and graduation rates of entering students with high school GPAs of 3.0 or lower (Source: College of Southern Idaho)

Metric	FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
					FY 2025	FY 2029
Fall-to-Fall Retention	50%	58%	46%	54%	60%	75%**
150% of Time Graduation	21%	19%	22%	25%	28%	50%**

Benchmark: Eliminate Gap by 2029 [12]; data has been updated from previous plans to reflect final numbers rather than preliminary numbers

Objective 3.3: Provide a quality education that prepares graduates for post-graduation success.

Performance Measures:

3.3.1 Placement of Career Technical Education Completers (Source: Idaho CTE Follow-Up Report)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
				FY 2025	FY 2029
98%	98%	99%	93%	97%	97%

Benchmark: Maintain placement at or above the average for the previous four years (97%) [13] (by 2025)

3.3.2 Transfer rates of non-CTE CSI graduates within 3 years of CSI graduation (Source: CSI)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	Benchmark	
				FY 2025	FY 2029
63% (2016-2017 Graduates)	66% (2017-2018 Graduates)	67% (2018-2019 Graduates)	58% (2020-2021 Graduates)	67%	67%

Benchmark: 67% [14] (by 2025)

 # FY 2029 benchmarks have not yet been set by the college for these metrics and/or cannot be set due to the benchmark being reliant on data from previous years.

**** This benchmark has been established by the Idaho State Board of Education.**

KEY EXTERNAL FACTORS:

There are numerous external factors that could impact the execution of the College of Southern Idaho's Strategic Plan. These include, but are not limited to:

- Changes in the unemployment rate which has been shown to significantly impact enrollment.
- Changes in local, state, and/or federal funding levels.
- Changes to accreditation requirements.
- Circumstances of and strategies employed by our partners (e.g., K-12, higher education institutions, local industry).
- Emergencies (pandemics, natural disasters, etc.).
- Legal and regulatory changes.

EVALUATION PROCESS:
The College of Southern Idaho Strategic Plan is evaluated annually by its locally elected Board of Trustees. Benchmarks are established and evaluated throughout the year by the college employees. The college reports on achievement of benchmarks annually to the College of Southern Idaho Board of Trustees and to the Idaho State Board of Education.

NOTES:

[1] The college has set a benchmark for dual credit growth that matches the growth rate of student enrollment in K-12 school districts in Region IV of the State of Idaho (Region IV Enrollment vs CSI Dual Enrollment report). This measure is updated annually and supports the Idaho State Board of Education's Goal 2.A.I (90% or more of high school graduates are funded for one or more advanced opportunity). Region IV enrollment growth source: https://www.sde.idaho.gov/finance/#attendance.

[2] The college is working to increase the immediate Region IV "go on" rate in general, as well as the proportion who attend CSI. This benchmark has been set based upon Utah's pre-pandemic "go on" rate. This measure supports the Idaho State Board of Education's Goals 2.C.I and 2.C.II (60% or more of HS graduates attend college within 1 year; 80% or more within 3 years). Data has been updated from FY20, FY21, and FY22 due to updated "go on" data being released by the Idaho State Board of Education.

[3] Growth rates have been established based upon a current uptick in interest in the trades and Idaho Launch marketing and funding. Following this initial jump in enrollment, a more sustainable 3% growth rate has been established.

[4] The college has established a goal of enrolling 4500 non-dual credit students per semester by 2029. This measure supports the Idaho State Board of Education's Goals 2.C.I and 2.C.II (60% or more of HS graduates attend college within 1 year; 80% or more within 3 years).

[5] The college has established a goal of increasing FTE to 4,500 in the fall of 2029. This measure supports the Idaho State Board of Education's Goals 2.C.I and 2.C.II (60% or more of HS graduates attend college within 1 year; 80% or more within 3 years).

[6] The benchmark for first-time, full-time, degree seeking students for FY25 has been set as a stretch benchmark considering several college initiatives focused on retaining students, and in line with Amarillo College (TX), a CSI's established peer comparator institutions that is exemplary in this area. The FY29 benchmark reflects the Idaho State Board of Education's established goal for this metric. This measure supports the Idaho State Board of Education's Goal 3.A.I (75% or more of students retained to the second year). The most recent data reflects an entry cohort one year prior to FY date. For example, FY23 data reflects a Fall 2021 entry cohort.

[7] English and math remediation and subsequent completion benchmarks reflect the decreasing populations of students being placed into remediation. The gateway math completion metric reflects ongoing work in this area. The FY25 benchmark demonstrates CSI's continued commitment to helping students complete a gateway math course as quickly as possible, while the FY29 benchmarks match the State Board of Education's previous state goal.

[8] This benchmark has been established considering recent positive trends in this area and several initiatives the college has undertaken to increase completion rates. The benchmark also aligns with the exemplary success rates shown at Hutchinson Community College, a CSI's established benchmark institution. The full group of CSI peer institutions has an average 150% of time graduation rate of 35%. This measure supports the Idaho State Board of Education's Goal 3.B.I (50% per year). The college has chosen to set a benchmark for the 150% of time completion rate, but not for the 100% of time completion rate. This is due to the lack of availability of comparison data for peer institutions at the 100% time to completion rate. However, the college does recognize the Idaho State Board of Education's Goal of 30% in this area and has already exceeded that target.

[9] Benchmarks reflect targets previously established by the Idaho State Board of Education. Benchmarks have been set for the numbers of certificates and degrees completed each year, rather than for the number individual graduates.

[10] In recognition of data showing that students who complete 30 or more credits per year have more long-term success in college than students who do not and are more likely to complete a certificate or degree, the college is working to encourage students to enroll in 30 or more credits per year. This measure supports the Idaho State Board of Education's Goal 3.A.II (55% or more per year).

[11] The college has worked to reduce the number of credits earned at graduation through advising and the use of focused graduation plans.

[12] Research at CSI has revealed that the most significant predictor of college success for entering students is high school grade point average. Further, data show that males, and students who self-identify as Hispanic, tend to arrive at CSI with lower high school grade point averages than other populations. With the goal of addressing equity issues within college completion, CSI has elected to track the success of students who arrive at CSI with a low high school grade point average, and to strategically direct services toward them in order to close achievement gaps between those students and students who enter with a grade point average of 3.0 or higher.

[13] This benchmark has been established based upon an average of the past four years of placement. (Source: Idaho CTE Follow-Up Report)

[14] The college is working to better support students who intend to transfer after graduation. (Most recent data reflects an entry cohort three years prior to FY date. For example, FY23 data reflects fall 2019 entry cohort.)

Alignment with Idaho State Board of Education FY2025-2029 Strategic Plan	State Board of Education Goals		
	Goal 1: EDUCATIONAL READINESS	*Goal 2: EDUCATIONAL ACCESS*	*Goal 3: EDUCATIONAL ATTAINMENT*
College of Southern Idaho Goals and Objectives			
GOAL #1: STUDENT ACCESS			
Strategy #1: The College of Southern Idaho will provide quality and innovative educational programs that align with student needs, workforce demands, and employment opportunities.			

Objective 1.1: Collaborate with K-12 partners to increase participation in higher education.

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IDAHO
Division of Career Technical Education

We prepare Idaho's youth and adults for high-skill, in-demand careers.

Strategic Plan

FY2025 - FY2029

Strategic plan

Mission statement

The mission of Idaho's career technical education (CTE) system is to prepare Idaho's youth and adults for high-skill, in-demand careers.

Vision statement

The vision of Idaho Division of Career Technical Education (IDCTE) is to be:

1. A premiere educational opportunity for students and adults to gain relevant workforce and leadership skills in an applied setting;
2. A gateway to meaningful careers and additional educational opportunities; and
3. A strong talent pipeline that meets Idaho business workforce needs.

Goal 1

Educational system alignment

Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

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Objective A: *Alignment of CTE programs between the technical colleges and ensure that secondary program standards align to those postsecondary programs.*

Performance Measure:

I. *Percent of secondary programs that have been reviewed and revalidated to meet current industry standards.*
Baseline data/Actuals: Baseline FY23 – begin work

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY25	Benchmark FY29
N/A	N/A	6 of 55 = 11%		15% annually	20% annually

Benchmark: Align 20% of programs by FY2029.

~~Objective B: *Technical assistance and support for CTE programs – Provide timely, accurate, and comprehensive support to CTE programs that meets the needs of administrators and instructors at both the secondary and postsecondary levels.*~~

~~Performance Measure:~~

~~I. *The overall satisfaction levels of respondents with the support and assistance provided by CTE.*~~
~~*Baseline data/Actuals:* Initial Survey 2016~~

~~FY21 (2020-2021)~~	~~FY22 (2021-2022)~~	~~FY23 (2022-2023)~~	~~FY24 (2023-2024)~~	~~Benchmark FY24~~	~~Benchmark FY28~~
~~3.47~~	~~3.59~~			~~Maintain 3.5 or higher~~	~~Maintain 3.5 or higher~~

~~Benchmark: Maintain overall satisfaction levels of 3.5 or higher.~~ [i]

~~Objective C:~~ ~~*Data informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.*~~

~~Performance Measures:~~

~~*I. Design and develop a career technical education data management system to encompass program and educator data.*~~

~~*Baseline data/Actuals:*~~ ~~2022 development began~~

~~FY21 (2020-2021)~~	~~FY22 (2021-2022)~~	~~FY23 (2022-2023)~~	~~FY24 (2023-2024)~~	~~Benchmark FY24~~	~~Benchmark FY28~~
~~n/a~~	~~Gap analysis completed~~			~~Select vendor~~	~~Data system fully implemented~~

~~Benchmark: By FY2024, define required outputs of new data system.~~ [ii]

II. Secondary program quality, performance and technical assistance visits.

Baseline data/Actuals: FY2022 – Resume program quality visits.

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY25	Benchmark FY29
n/a	125 of 933 = 13%	336 of 945 = 36%		45% over five years	60% over five years

Benchmark: All secondary programs are subject to a visit on a 5-year rotation.[iii]

~~Objective D:~~ ~~*Funding Quality Programs – Secondary and postsecondary programs will include key components that meet the definition of a quality program and are responsive to the needs of business and industry.*~~

~~Performance Measure:~~

~~*I. Develop and implement a secondary program assessment model that clearly identifies the elements of a quality program.*~~

~~*Baseline data/Actuals:*~~ ~~FY2017: Develop a plan for program assessment.~~

~~FY21 (2020-2021)~~	~~FY22 (2021-2022)~~	~~FY23 (2022-2023)~~	~~FY24 (2023-2024)~~	~~Benchmark FY24~~	~~Benchmark FY28~~
~~Used stakeholder feedback used to develop Program Quality Measures. Piloted model.~~	~~Program review documents were piloted and final documents included feedback. Programs (25) started~~			~~Implement in FY2023~~	~~Fully implemented~~

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	using new documents.				

Benchmark: Identify schedule to comprehensively assess high quality secondary CTE programs with qualitative and quantitative review. This Program Quality Initiative is a subset of the Division's overall secondary program review process.

Objective E: *Create systems, services, resources, and operations that support high performing students in high performing programs and lead to positive placements.*

Performance Measures:

I. Secondary student pass rate for Technical Skills Assessment (TSA).
Baseline data/Actuals: Baseline FY17 – 56

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28
65.6	67.6			68.3	TBD

Benchmark: 68.3 pass rate by FY2024.[iv]

II. Positive placement rate of secondary concentrators (includes postsecondary education, advanced training, military, service program or employment).
Baseline data/Actuals: Baseline FY15 – 94.1

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28
87.9	95.0			95	95

Benchmark: Maintain placement rate at or above 95 percent.[v]

III. Implementation of competency-based SkillStack® microcredentials for all relevant programs of study.
Baseline data/Actuals: Baseline FY16 – 0

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28
54 of 54 = 100%	51 of 55 = 93%			100%	100%

Benchmark: By FY2025, implement SkillStack® for 100 percent of programs.[vi]

IV. Number of programs that align with industry driven standards and outcomes.
Baseline data/Actuals: FY2017 Actual – 37

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28
54 of 54 = 100%	55 of 55 = 100%			100%	100%

Benchmark: Align 100 percent of programs by FY2024.

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Goal 2

Educational readiness

Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community, and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

Objective A: Increased retention of qualified career technical education instructors.

Performance Measure:

I. Number and percent of instructors with limited occupation specialist certificates earning their standard occupational specialist certificate within three years or based on cohort year.
Baseline data/Actuals: TBD

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28

Benchmark: TBD (New Measure)

~~Objective A: *Workforce Training – Non credit training will provide additional support in delivering skilled talent to Idaho's employers.*~~

~~Performance Measure:~~

~~I. *The percent of Workforce Training students who complete their short term training.*~~
~~*Baseline data/Actuals:* FY2018 – Identify Baseline~~

~~FY21 (2020-2021)~~	~~FY22 (2021-2022)~~	~~FY23 (2022-2023)~~	~~FY24 (2023-2024)~~	~~Benchmark FY24~~	~~Benchmark FY28~~
~~90~~	~~92~~	~~89~~		~~90~~	~~90~~

~~Benchmark: 90 percent average completion.~~[vii]

Objective B: *Adult Education programs will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.*

Performance Measure:

I. *Percent of participating students making measurable improvements in basic skills necessary for employment, college, and training (i.e. - literacy, numeracy, English language, and workplace readiness).*
Baseline data/Actuals: FY2016 – 23

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY25	Benchmark FY29
22%	32%	37%		TBD- negotiated in the spring	TBD

Benchmark: By FY2025, xx% of participating students make measurable progress.[viii]

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Objective C: *Centers for New Directions (CND) – CNDs will help foster positive student outcomes, provide community outreach events and workshops, and collaborate with other agencies.*

Performance Measure:

I. *Percent of positive outcomes/retention that lead to completing a CTE program of study, entering employment or continuing their training.*
Baseline data/Actuals: FY 2016 – 89

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28
58	67			67	69

Benchmark: 67% positive outcome rate annually.[ix]

Goal 3

Educational attainment

Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

Objective A: *Talent Pipelines/Career Pathways – CTE students will successfully transition from postsecondary education to the workplace through a statewide career pathways model.*

Performance Measures:

I. *Positive placement rate of postsecondary program completers (includes additional postsecondary education, advanced training, military, service program or employment).*
Baseline data/Actuals: Baseline FY15 – 84.7

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28
91.0	92.0	93.2		95	95

Benchmark: Maintain placement rate at or above 95 percent.[x]

II. *The percent of secondary CTE concentrator graduates who enroll in a postsecondary institution.*
Baseline data/Actuals: Baseline FY17 – 35.5

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY24	Benchmark FY28
49.0	50.0	48.1		60	60

Benchmark: 60 percent by FY2024.[xi]

Objective B: *Increase completion of microcredentials.*

Performance Measure:

I. *Total number of microcredentials earned/awarded for non-secondary students.*

Baseline data/Actuals: FY2020 – Identify Baseline

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY25	Benchmark FY29
280	360	879		1,099 (25% Improvement)	1,319 (50% Improvement)

Benchmark: By FY2029, 50% improvement of non-secondary students earning microcredentials.[xii]

Goal 4

Workforce Readiness

The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: *CTE concentrators will demonstrate college and career readiness.*
Performance Measure:

I. ***Percent of secondary concentrators who meet workforce readiness and CTE diploma requirements.***
Baseline data/Actuals: Baseline FY22 – 25%

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY25	Benchmark FY29
n/a	1,685 of 6,806 = 25%	2,394 of 7,035 = 34%		40%	60%

Benchmark: 60% of secondary concentrators earn workforce readiness and CTE diploma by 2029.[xiii]

Objective B: *Increase use of microcredential platform by CTE instructors for tracking student progress for pathway completion.*

Performance Measure:

I. ***Percent of secondary CTE concentrator teachers that actively track student progress through the microcredential platform.***
Baseline data/Actuals: FY2020 – Identify Baseline

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark FY25	Benchmark FY29
147/426= 35%	202/430= 47%	252/453= 56%		75%	90%

Benchmark: 90% of secondary CTE concentrator instructors track progress by 2029.

Key external factors

- Lack of knowledge, perceptions, and stigma regarding career opportunities available through career technical education. As the labor market and overall economic conditions improve, fewer students are expected to enroll in postsecondary CTE programs.
- Policies, practices, legislation, and governance external to IDCTE.
- Ability to attract and retain qualified instructors, particularly those who are entering teaching from industry.

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- Timely access to relevant, comprehensive, and accurate data from external reporting sources affects the ability of IDCTE to conduct statewide data analyses.

Evaluation process

Objectives will be reviewed at least annually (more frequently if data is available). The IDCTE Leadership Team will review the data in terms of its alignment with objectives and assess progress toward reaching benchmarks. As necessary, the team will identify barriers to success, strategies for improvement, and any additional resources necessary to make measurable progress. As appropriate, IDCTE will make requests through its budget and legislative requests to support the agency's goals and objectives.

[i] ~~Based on survey results intended to improve communication and feedback with secondary and postsecondary stakeholders. FY20 results only include a response from secondary stakeholders.~~
[ii] ~~Based on IDCTE goal to improve data accuracy and reduce reporting burden on districts.~~
[iii] ~~Based on IDCTE goal to improve program assessment process. Counts do not include program reviews conducted during desk audits. Visits include the following approved programs: clusters, pathways, middle school and individualized occupational training.~~
[iv] ~~Federally negotiated benchmark. Five-year benchmark unavailable due to federal timeline.~~
[v] ~~Based on IDCTE goal to ensure high placement rates for CTE programs. Based on students who participated in follow-up survey.~~
[vi] ~~IDCTE goal to coincide SkillStack® rollout with the completion of program alignment and standard setting.~~
[vii] ~~Based on goal to ensure high completion rate for short term training and to better meet workforce needs by increasing the talent pipeline.~~
[viii] Federally negotiated benchmark. Results lower due to COVID-19. Five-year benchmark unavailable due to federal timeline.
[ix] ~~Based on goal of continuing current outcome rates. Results lower due to COVID-19.~~
[x] ~~Based on IDCTE goal to ensure high placement rates for CTE programs. Based on students who participated in follow-up survey.~~
[xi] ~~Based on goal to improve positive placement rate at the secondary level and to better meet workforce needs by increasing the talent pipeline. Data includes students identified through National Clearinghouse data. This matches OSBE methodology.~~
[xii] Non-secondary students include those associated with workforce training centers, Idaho Department of Correction/Juvenile Corrections and other educational entities outside of secondary programs.
[xiii] Numbers are reported by the districts and include duplicate students if students belong to more than one pathway and earn criteria for the diploma in multiple pathways.

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Updated March 2024

College of Western Idaho Strategic Plan 2025 – 2029

STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

MISSION STATEMENT

College of Western Idaho is committed to empowering students to succeed by providing affordable and accessible education to advance the local and global workforce.

VISION STATEMENT

The College of Western Idaho will be a best-in-class community college that provides quality, affordable, and accessible education by delivering innovative and cost-effective programming that empowers students, leads to economic and social mobility, and meets evolving community needs.

GOAL 1: Student Success

CWI values its students and is committed to supporting their success in reaching their educational and career goals.

Objective 1A: Advance Student Success by Optimizing the Student Lifecycle

Performance Measures:

I. Number of degrees/certificates produced annually (IPEDS Completions)

FY19 (2018-2019)	**FY20** (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY25	**FY29**
Degrees						
906	**956**	**951**	**1,037**	**991**	**>=1,000**	**>=1,121**
Certificates of at least 1 year						
324 (538 w/Gen. Ed awards)	**347** (1,286 w/Gen. Ed awards)	**332** (1,164 w/Gen. Ed awards)	**302** (1,327 w/Gen. Ed awards)	**277** (1,148 w/Gen. Ed awards)	**>=300**	**>=350**

Benchmark (state-wide performance measure): *Number of degrees produced annually (IPEDS completions) will meet or exceed 1,121 degrees by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

Benchmark (state-wide performance measure): *Number of certificates of at least one year produced annually (IPEDS completions) will be meet or exceed 350 certificates by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

II. Number of unduplicated graduates (IPEDS Completions)

FY19 (2018-2019)	**FY20** (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY25	**FY29**
Degrees						
880	**924**	**920**	**1,009**	**962**	**>=970**	**>=1,087**
Certificates of at least 1 year						
268 (481 w/Gen. Ed awards)	**287** (1,218 w/Gen. Ed awards)	**261** (1,090 w/Gen. Ed awards)	**241** (1,260 w/Gen. Ed awards)	**227** (1,096 w/Gen. Ed awards)	**>=240**	**>=280**

Benchmark (state-wide performance measure): *Number of unduplicated graduates with degrees (IPEDS completions) will be greater than or equal to 1,087 by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

Benchmark (state-wide performance measure): *Number of unduplicated graduates with certificates of at least one year (IPEDS completions) will be greater than or equal to 280 by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

III. Percentage of students completing 30 or more credits per academic year

FY19 (2018-2019)	**FY20** (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY25	**FY29**
5%	**4%**	**4%**	**4%**	**4%**	**>=5%**	**>=7%**

Benchmark (state-wide performance measure): *Percentage of students completing 30 or more credits per academic year will meet or exceed 7% by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

IV. Percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (IPEDS Graduation Rates)

FY19 (2018-2019)	**FY20** (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY25	**FY29**
Fall Cohort 2016 22%	**Fall Cohort 2017 23%**	**Fall Cohort 2018 25%**	**Fall Cohort 2019 27%**	**Fall Cohort 2020 27%**	**>=30%**	**>=33**

Benchmark (state-wide performance measure): *Percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (IPEDS Graduation Rates) will meet or exceed 33% by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

V. Percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (IPEDS Graduation Rates)

FY19 (2018-2019)	**FY20** (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY25	**FY29**
Fall Cohort 2017 13%	**Fall Cohort 2018 14%**	**Fall Cohort 2019 16%**	**Fall Cohort 2020 15%**	**Fall Cohort 2021 19%**	**>=20%**	**>=23%**

Benchmark (state-wide performance measure): *Percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (IPEDS Graduation Rates) will meet or exceed 23% by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

VI. Percentage of degree seeking students taking a remedial course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment

FY19 (2018-2019)	**FY20** (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY25	**FY29**
English: 70% Math: 23%	**English: 74% Math: 27%**	**English: 70% Math: 25%**	**English: 64% Math: 25%**	**English: 65% Math: 30%**	**English: >=70% Math: >=35%**	**English: >=74% Math: >=39%**

Benchmark (state-wide performance measure): *Percentage of degree seeking students taking a remedial course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment will meet or exceed 74% for English and 39% for Math by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

VII. Percentage of first-time degree seeking students completing a gateway math course within two years of enrollment

FY19 (2018-2019)	**FY20** (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**Benchmark**	
					FY25	**FY29**
24%	**27%**	**31%**	**30%**	**32%**	**>=34%**	**>=38%**

Benchmark (state-wide performance measure): *Percentage of first-time degree seeking students completing a gateway math course within two years of enrollment will meet or exceed 38% by 2029. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

Key External Factors

There are a number of key external factors that can have significant impact on CWI's ability to fulfill the mission and institutional priorities in the years to come. Some of these include:

- *Continued revenue. 36% of CWI's total revenue comes from State of Idaho provided funds (General Fund, CTE, and Liquor Fund). Maintaining parity with the state's other community colleges is a stated objective within our strategic plan. Ongoing state funding is vital to the continued success of CWI.*
- *Enrollment. CWI is actively engaged in recruiting and retention efforts in all areas of student enrollment. With nearly 30% of revenue generated from student tuition and fees, it is critical that CWI reach out in meaningful ways to its service area to support ongoing learning opportunities for the community and maintain fiscal stability for the college.*

Evaluation Process

The College of Western Idaho is currently operating in its Comprehensive Strategic Plan for 2024-2026 and created associated performance metrics and benchmarks. Evaluations are initiated at regular intervals, the scope and timing of which are determined by the lifecycle of the necessary processes and the impact to our students and institution.

When improvements are determined to be necessary, scope and impact to the student or business processes are then evaluated, desired outcomes are determined, and a stated goal is formulated and then measured against existing goals or strategies to determine if it can be incorporated into existing structure or would be stand alone in nature. Once a new goal is incorporated, an evaluative process will be created, benchmarking will be established and recurring evaluations made.

IDAHO PUBLIC TELEVISION PBS

FY 2025-2029
STRATEGIC PLAN

MISSION STATEMENT
We harness the power of public media to encourage lifelong learning, connect our communities, and enrich the lives of all Idahoans. We tell Idaho's stories.

VISION STATEMENT
Inspire, enrich and educate the people we serve, enabling them to make a better world.

SBoE GOAL 1: EDUCATIONAL READINESS (student-centered)
Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

IdahoPTV Objective:

Objective: Be a relevant, educational and informational resource to all citizens.

Performance Measures:
I. Number of educational outreach and training events for teachers, students and parents.[1]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
101	58	135	97		120	150

II. Average number per month during the school year of local unique users utilizing PBS learning media.[2]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
7,137	9,997	7,567	7,059		7,000	7,000

SBoE Goal 2: EDUCATIONAL ACCESS
Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

IdahoPTV Objectives:

Objective A: Maintain a digital statewide infrastructure in cooperation with public and private entities.

Performance Measures:
I. Number of DTV translators.[3]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
46	46	46	46		46	46

II. Percentage of Idaho's population within our signal coverage area.[4]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
98.8%	98.8%	98.9%	98.9%		98.9%	98.9%

Objective B: Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.

Performance Measure:
Number of partnerships with other Idaho state entities and educational institutions.[5]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
41	55	68	129		50	75

Objective C: Provide access to IdahoPTV new media content to citizens, anywhere, that supports participation and education.

Performance Measures:
I. Number of visitors to our websites.[6]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
1,635,238	1,979,811	857,687	880,086		600,000	600,000

II. Number of visitors to IdahoPTV/PBS video player.[7]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
504,332	915,331	1,900,128	1,925,505		1,500,000	1,500,000

III. Number of alternative delivery platforms and applications on which our content is delivered.[8]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
12	13	14	15		16	16

Objective D: Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.

Performance Measure:
Number of broadcast hours of educational programming.[9]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
24,853	24,918	23,835	23,228		22,000	22,000

Objective E: Contribute to a well-informed citizenry.

Performance Measure:
Number of broadcast hours of news, public affairs and documentaries.[10]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
11,947	12,329	11,876	11,628		12,000	12,000

Objective F: Provide relevant Idaho-specific information.

Performance Measure:
Number of broadcast hours of Idaho-specific educational and informational programming.[11]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
1,393	2,431	1,592	1,552		1,600	1,600

Objective G: Provide high-quality, educational television programming and new media content.

Performance Measure:
Number of awards for IdahoPTV media and services.[12]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
68	81	67	73		55	55

Objective H: Operate an effective and efficient organization.

Performance Measures:
I. Total FTE in content delivery and distribution.[13]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25	FY29
18	18	16.8	17.8		<24	<24

II. Successfully comply with FCC policies/PBS programming, underwriting and membership policies/CPB guidelines.[14]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023 - 2024)	Benchmark	
					FY25	FY29
Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes		Yes/Yes/Yes	Yes/Yes/Yes

KEY EXTERNAL FACTORS

Funding – Idaho Public Television's funding depends upon a combination of State General Funds; an annual grant from the Corporation for Public Broadcasting that receives its revenue from Congress; Federal grants; and private donations from individuals, corporations and foundations. All four of these sources are subject to changes in economic conditions, political considerations, and competition from other non-profits and government entities. Historically the largest portion of funding for Idaho Public Television comes from voluntary private contributions. Idaho Public Television ranks in the top one-third of Public Broadcasting Service (PBS) stations nationwide for overall donor revenue and donor retention. Average contribution per donor is $152.29 per year. Philanthropic giving is directly affected by many external factors such as global events, federal and state charitable giving laws, and inflated cost-of-living factors that diminish discretionary giving budgets. In FY 2024 IdahoPTV received funding for infrastructure projects from the Idaho Permanent Building Fund Advisory Council to replace aging transmitters and antennas at four of five of our hilltop sites around the state. Although these funds are helpful and are used to replace vital infrastructure projects for broadcasting content they also assist with public safety aspects of our work.

Regulatory Changes – With the greatest portion of Idaho Public Television funding coming from private contributions, the changes to federal tax policy have the distinct potential to negatively impact charitable giving. In addition, Idaho Public Television operates under numerous other rules and regulations from entities such as the Federal Aviation Administration, Federal Communications Commission, Department of the Interior, Department of Agriculture, Department of Education, Department of Homeland Security, and others. Changes to those policies and regulations could impact operations.

Broadband/New Media Devices – As viewers increasingly obtain their video content via new devices (computers, tablets, smartphones, smart TVs, etc.), in addition to traditional broadcast, cable and satellite, Idaho Public Television must invest in the technology to meet our viewers' needs and to make sure our content and services are available when and where viewers want to access them. The ability of public television stations to raise private contributions and other revenue via these new platforms continues to be a significant challenge.

ATSC 3.0 – Recently, the FCC adopted standards for a new, improved television technology. Like the move from analog to digital, this new standard will make all previous television equipment obsolete for both the broadcaster and the consumer. Currently, adoption of this new standard is voluntary, but we expect that eventually it will become mandatory. Planning for this new standard is already underway; and as equipment is replaced, every effort is being made to ensure it is upgradable to the new standard. Significant new funding will need to be obtained to

make this technology change happen. There will be small competitive federal grants to assist stations to transition equipment to this new standard, which is tied to public safety.

Political Environment – In 2022 the Idaho GOP drafted and passed a resolution encouraging "the Idaho Legislature to divest the State of Idaho from Idaho Public Television in such a way that allows continued operation in the private sector AND does not hinder State-originated EAS service to the public." While this may pose a challenge at some point in the future, it also provides IdahoPTV with an opportunity to educate and inform legislators on the importance of IdahoPTV's role in the statewide Emergency Alert System (EAS).

Aging Equipment and Public Safety – Much of the equipment in our statewide broadcast network has been depreciated, and the expected lifespan has been surpassed. A long-range plan and funding strategy have been developed, and we are looking at avenues in state government, private and federal grants, as well as other private funds, to support capital replacement. IdahoPTV is working closely with the Idaho Military Division-Public Safety Communications to ensure that digital microwave connectivity for our signal and that of first responders is available. We work with Idaho Office of Emergency Management to build upon existing strategies and explore emerging technologies in emergency communication, an area of mutual interest. This effort seeks to leverage best practices and technological advances to ensure that within their shared service areas, the public is provided with vital emergency information and crisis related communication such as: providing live broadcast and media pool coverage of disaster related events; transmission of mandatory national alerts via the Emergency Alert System, including geo-targeted Amber Alerts, weather and emergency information distributed to all broadcast markets in the state; the backup alert signals for wireless carriers in the state called Wireless Emergency Alerts (WEA), which is currently delivered using PBS' Warning, Alert and Response Network (WARN) and IdahoPTV's infrastructure.

EVALUATION PROCESS

Idaho Public Television uses the following methods to evaluate our services:

We are a member of the Organization of State Broadcasting Executives (OSBE), an association of chief executive officers of state public broadcasting networks, whose members account for almost half of the transmitters in the public television system. OSBE gathers information, keeps years of data on file, and tracks trends. OSBE members are represented on the policy teams for our national organizations, including PBS, America's Public Television Stations, and National Educational Telecommunications Association.

We have a statewide advisory Friends board, currently 28 directors and 16 emeritus directors, with broad community and geographic representation. This board meets formally on a quarterly basis. It serves as a community sounding board to provide input.

Through Nielsen data, Google Analytics, Domo Business Analytics (in partnership with PBS analytics) and other research information, we have access to relevant metrics to make informed and successful marketing and programming decisions. Viewership helps determine which content is most relevant to the community we serve and how to best serve the people of Idaho. We also receive feedback from the community regarding our work. Our production team ascertains issues in the community and uses this information to plan local program productions. We prepare and post on the FCC website lists of programs we air that provide the station's most

significant treatment of community issues. We are also required to submit to the FCC and public all sponsors that appear on our air.

IdahoPTV continues to do qualitative and quantitative research on existing programs. Surveys have been conducted and research has been executed by external entities to design content, define platform use, and metrics for success. It has proved a useful tool to launch a new series or re-engineer an existing one. External groups have provided surveys and analytics, demographic data, environmental scans, content audits and communications plans. We have also used surveys and other analytical tools to look at what our education department is doing for Idaho communities and how people see our work. We see this as a way to better understand and serve all Idahoans on all platforms.

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1. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
2. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
3. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies.
4. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies.
5. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
6. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
7. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
8. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
9. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
10. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
11. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
12. Benchmark is based on industry standard combined with desired level of achievement.
13. Benchmark is based on industry standard combined with analysis of workforce needs.
14. Benchmark is based on industry standard of best practices.

	State Board of Education Goals				
	Goal 1: EDUCATIONAL READINESS	***Goal 2: EDUCATIONAL ACCESS***	***Goal 3: EDUCATIONAL ATTAINMENT***	***Goal 4:***	***Goal 5:***
Institution/Agency Goals and Objectives					
GOAL 1: EDUCATIONAL READINESS (student-centered) – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.					
Objective: Be a relevant, educational and informational resource to all citizens.	✓				
GOAL 2: EDUCATIONAL ACCESS – Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.					
Objective A: Maintain a digital statewide infrastructure in cooperation with public and private entities.		✓			
Objective B: Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.		✓			
Objective C: Provide access to IdahoPTV new media content to citizens, anywhere, that supports participation and education.		✓			
Objective D: Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.		✓			
Objective E: Contribute to a well-informed citizenry.		✓			

Objective F: Provide relevant Idaho-specific information.		✓			
Objective G: Provide high-quality, educational television programming and new media content.		✓			
Objective H: Operate an effective and efficient organization.		✓			
GOAL 3: EDUCATIONAL ATTAINMENT – Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through a greater numbers of student completing certificates and/or degrees, including workforce credentials.					

Idaho State University



STRATEGIC PLAN

2025-2029

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Vision

We inspire a passion for knowledge and discovery.

Mission

We engage students through learning and research opportunities that improve the intellectual vigor, cultural vitality, and health of our communities.

Strategic Plan Goals and Objectives

Goal 1: Increase Student Access, Opportunity, Retention, and Success

Objective 1A: Increase access and enrollment using targeted recruitment efforts

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Fall degree-seeking student enrollment							
All students	9,281	9114	9,115	9,087	9,447	9,600	9,800
First-generation students	1,725	1,622	1,570	1,480	1,593	1,650	1,800
Rural Idaho students	2,501	2,485	2,505	2,493	2,642	2,750	2,850
Percent of cost of attendance covered by grant or scholarship aid ⌂	28%	30%	32%	32%	36%	36%	38%

Objective 1B: Improve student retention by strengthening students' ISU experience

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
First-time, full-time bachelor degree-seeking student fall to fall retention* ⌂	64%	63%	67%	71%	74%	75%	75%

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Objective 1B: Improve student retention by strengthening students' ISU experience (continued)

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting *	26%	24%	24%	22%	Available August 2024	28%	32%
Percent of new degree-seeking freshmen completing a gateway math course within two years ⌂	68%	71%	73%	76%	Available August 2024	75%	80%
Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit-bearing course within a year with a "C" or higher *	22%	29%	38%	47%	Available August 2024	50%	54%

Objective 1C: Improve ISU's graduation rate

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Number of degrees and certificates awarded* ⌂	2,462	2,756	2,737	2,804	Available August 2024	2,850	3,100
% of total credentials conferred that are STEM field *	15%	15%	13%	14%	Available August 2024	18%	25%
Percent of first-time, full-time freshman graduating within 100% of time *	19%	24%	20%	22%	Available August 2024	25%	30%
Percent of first-time, full-time freshman graduating within 150% of time * ⌂	33%	36%	34%	35%	Available August 2024	40%	50%

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Goal 2: Strengthen Programmatic Excellence

Objective 2A: Attract, support, and retain outstanding faculty and staff

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Percent of faculty and staff who express satisfaction with Idaho State University as their employer Φ	Not available	74%	Not available	72%	Not available	76%	79%
Professional staff employee retention relative to peers	Not available	6.5%	3.5%	5.6%	Available August 2024	>2%	>4%
Faculty employee retention relative to peers	Not available	9.3%	(.2%)	.2%	Available August 2024	>2%	>4%

Φ ISU's employee survey is administered biennially.

Objective 2B: Enhance ISU's infrastructure

Performance Measure	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Deferred maintenance expenditures	$4.8M	$7.9M	$7.0M	In process	Available August 2024	$15.0M	$24.0M

Objective 2C: Align ISU's programs with community, regional, and national needs

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Number of certificates and other stackable "microcredentials" awarded at Idaho State University	252	327	378	359	Available August 2024	365	385

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Objective 2C: Align ISU's programs with community, regional, and national needs (continued)

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Number of ISU graduates with degrees that align with Idaho Department of Labor "Hot Jobs" list	736	759	758	821	Available August 2024	851	883
Percentage of KDHS programs where the first-time pass rate is 80% or higher on national exams	94%	75%	76%	In process	Available August 2024	92%	95%

Goal 3: Cultivate External Partnerships

Objective 3A: Maximize the impact of new and existing regional partnerships in support of ISU's mission

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Number of external entities providing student education funding Ⓘ	In development						
Percentage of off-campus Career Path Internship placements	18%	17%	30%	32%	Available August 2024	35%	40%

Ⓘ We are in the process of developing a method for collecting this data and establishing benchmarks.

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Objective 3B: Expand collaborations with K-12 and post-secondary educational institutions

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Transfer rates from Idaho Community Colleges to Idaho State University	196	224	225	245	Available August 2024	250	280
Early College program enrollment	3,810	3,485	3,769	4,042	Available August 2024	4,200	4,500

Goal 4: Expand Research, Clinical, and Creative Activities

Objective 4A: Enhance faculty's ability to initiate research and innovative projects

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
F&A distributed to colleges, researchers, and PIs	$1.0M	$1.0M	$1.2M	$1.5M	Available August 2024	$1.9M	$2.8M
Three-year rolling average of external grant proposals submitted.	338	336	296	286	Available August 2024	320	340

Objective B: Increase productivity in research, scholarly, and creative activities

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Total annual research expenditures ⌂	$15.2M	$15.7M	$17.2M	In process	Available August 2024	$18.0M	$19.0M

Objective C: Engage students in Interprofessional Educational and/or clinical research

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Percent of KDHS students that participate in interprofessional education/clinical research opportunities	41%	84%	92%	83%	Available August 2024	94%	96%
Percent of KDHS faculty that participate in interprofessional education/clinical research opportunities	89%	84%	85%	78%	Available August 2024	90%	92%

Objective D: Enhance ISU student research, clinical, and creative opportunities

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Number of ISU students participating in undergraduate or graduate research/creative activity symposia/events	81	96	116	In process	Available August 2024	150	180
Number of theses and dissertations completed[ⓘ]	In development						

[ⓘ] We are in the process of collecting this data and establishing benchmarks.

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Goal 5: Energize the Bengal Community

Objective A: Enhance student life and engagement

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Student employment FTE							
Career Path Internship	105.1	95.0	89.5	86.6	Available	88.0	95.0
College Work Study	11.6	9.2	7.9	7.5	August	9.0	10.0
Graduate Assistant	81.8	80.5	87.6	89.6	2024	90.0	92.0
Other Student Employment	179.9	130.6	130.6	136.6		138.0	140.0
Total	378.4	315.3	315.6	320.3		325.0	337.0
Number of students who participate in student events and activities[1]	In development						

[1] We are in the process of developing a method for collecting this data and establishing benchmarks.

Objective B: Increase faculty and staff connection, engagement, and recognition

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Number of faculty and staff nominees for the Be a Bengal Program	113	64	78	82	Available August 2024	120	140
ISU employee contributions to Bengal Giving Day	Not available	Not available	239	253	Available April 2024	275	300
Employee attendance at University Town Halls[1]	In development						
ISU Today open rates[1]	In development						

[1] We are in the process of developing a method for collecting this data and establishing benchmarks.

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Objective C: Increase alumni connections to and participation with ISU

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Foundation fundraising - cash and new commitments, excluding government entities and anomalous gifts (greater than $1 million) ⌂	$13.5M	$9.3<	$11.0M	$12.9M	Available August 2024	$14M	$20M
Alumni participation in ISU events	12,743	14,891	24,692	In process	Available August 2024	26,000	28,000

Objective D: Increase ISU's impact on its communities

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Number of ISU Clinics and Pharmacy clients served**	46,175	44,204	50,784	50,460	Available August 2024	51,500	53,000
Continuing Education and Workforce Training enrollment ⌂	8,327	16,317	21,413	23,657	Available August 2024	25,000	30,000

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Key External Factors

Several external factors affect Idaho State University's ability to achieve strategic plan goals, to include:

- Extraordinary inflation in wages, materials, and services and unfunded CEC have been outpacing state support levels for several years
- Idaho's low go-on rates and increasing external competition for Idaho students
- Increased compliance, reporting, and administrative burdens

Evaluation Process

Idaho State University has implemented a new Planning and Institutional Effectiveness Framework, designed to support and further ISU's mission. The integrated framework forms the basis for ongoing and systematic assessment, adaptation, and improvement.

Throughout FY2024, the Planning and Institutional Effectiveness Steering Committee has reviewed and streamlined elements of the framework to support our accreditation and strategic plan more seamlessly. As part of this effort, we have identified nine high-level "Mission Fulfillment Measures" and developed online dashboards that show longitudinal progress toward established thresholds. We have also updated our strategic plan objectives and performance measures to 1) align with Mission Fulfillment Measures, 2) reflect State Board of Education system-wide measures, and 3) focus on measurable outcomes.

On an annual basis, the Planning and Institutional Effectiveness Steering Committee reviews progress toward mission fulfillment and strategic plan goals and objectives, reports on progress to Administrative Council, Leadership Council, and the campus community, and recommends priority actions to address performance gaps and opportunities.

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Appendix A: Alignment with State Board of Education Goals

	State Board of Education Goals		
	Goal 1: Educational Readiness	**Goal 2: Educational Access**	**Goal 3: Educational Attainment**
Idaho State University			
Goal 1: Increase student access, opportunity, retention, and success			
Increase access and enrollment using targeted recruitment efforts		X	
Improve student retention by strengthening students' ISU experience		X	X
Improve ISU's graduation rate			X
Goal 2: Strengthen programmatic excellence			
Attract, support, and retain outstanding faculty and staff			X
Enhance ISU's infrastructure		X	X
Align ISU's programs with community, regional, and national needs		X	X
Goal 3: Cultivate external partnerships			
Maximize the impact of new and existing relationships and partnerships to support ISU's mission		X	X
Expand collaborations with K-12 and post-secondary educational institutions		X	X
Goal 4: Expand research, clinical, and creative activities			
Enhance faculty's ability to initiate research and innovative projects			X
Increase productivity in research, scholarly, and creative activities			X
Engage students in Interprofessional Education and/or clinical research		X	X

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	State Board of Education Goals		
	Goal 1: Educational Readiness	**Goal 2: Educational Access**	**Goal 3: Educational Attainment**
Idaho State University			
Goal 4: Expand research, clinical, and creative activities (continued)			
Enhance ISU student research, clinical, and creative opportunities		X	X
Goal 5: Energize the Bengal community			
Enhance student life and engagement		X	X
Increase faculty and staff connection, engagement, and recognition			X
Increase alumni connections to and participation with ISU		X	X
Increase ISU's impact on its communities		X	X

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Appendix B: Special Appropriations Strategic Plans

Idaho Dental Education Program

Vision

The Idaho Dental Education Program envisions an elite educational program; graduating competent and ethical dentists who benefit the residents of Idaho as professionals.

Mission

The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry. We provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

Goal 1: Provide access to a quality dental education for qualified Idaho residents

Objective A: Access - Provide dental education opportunities for Idaho residents

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Contract for 4-year dental education for at least 8 Idaho residents	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of students enrolled in the program	8	8	8	8	8	9	10

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Department of Family Medicine

Vision

To improve lives by serving on the forefront of healthcare and education.

Mission

Through interprofessional clinical education we develop compassionate, skilled healthcare providers who better lives and communities.

Goal 1: Expand to a new facility

Objective A: Establish an expanded, modern interprofessional healthcare training facility.

Performance Measures	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Identification of new site	N/A	N/A	In progress	In progress	In progress	Site identified	N/A
Completion of new site	N/A	N/A	N/A	N/A	N/A	N/A	Complete

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Idaho Museum of Natural History

Vision

To shape the future by understanding Idaho's natural history and creating unforgettable educational experiences.

Mission

Inspire appreciation and curiosity for Idaho's natural history through its exploration and preservation.

Goal 1: Demonstrate the IMNH's essential value

Objective A: Increase the museum's audience and engagement with customers, collaborators, and partners.

Performance Measure	FY2020	FY2021	FY2022	FY2023	FY2024	Benchmark	
						FY2025	FY2029
Annual museum visitors	6,085*	6,575*	8,117	8,619	Available August 2024	9,350	10,000

* COVID impacts

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Appendix C: Objective and Performance Measure Updates

In FY2024, ISU's Planning and Institutional Effectiveness Steering Committee updated strategic plan objectives and performance measures to 1) align with Mission Fulfillment Measures, 2) reflect State Board of Education system-wide measures, and 3) focus on measurable outcomes. We also removed goals and time horizons from indicator language as these are reflected in benchmarks. These updates are reflected in the following redline.

Goal 1: Increase student access, opportunity, retention, and success.

Objective ~~1.1~~ A: Increase access and enrollment using targeted recruitment efforts

Measures:

~~1.1.a. Increase by 7% the total number of enrolled degree-seeking students by FY2028.~~

1.A.1 Fall degree-seeking student enrollment: all students
Rationale: Clarified that these enrollment data are for fall term, removed goals and time horizons from indicator language as they are reflected in benchmarks

~~1.1.b. Increase by 7.5% first-generation student enrollment rates by FY2028~~

1.A.2 Fall degree-seeking student enrollment: first-generation students
Rationale: Clarified that these enrollment data are for fall term, removed goals and time horizons from indicator language as they are reflected in benchmarks

~~1.1.c Increase by 5% the enrollment rate of the number of undergraduate students from rural Idaho by FY28~~

1.A.3 Fall degree-seeking student enrollment: rural Idaho students
Rationale: Clarified that these enrollment data are for fall term, removed goals and time horizons from indicator language as they are reflected in benchmarks

1.A.4 Percent of cost of attendance covered by grant or scholarship aid (New)
Rationale: This is a Mission Fulfillment measure and correlates to access and retention (enrollment).

Objective ~~1.2~~ B: Improve student retention by strengthening student's ISU experience

~~1.2.a Increase by 7% the fall-to-fall, full-time, first-first time bachelor degree-seeking retention rate by FY28~~

1.B.1 First-time, full-time bachelor degree-seeking student fall to fall retention
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks. Aligned indicator language with Mission Fulfillment and State Board of Education language.

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~~1.2.b Increase by 7% the percent of new degree-seeking freshmen completing a gateway math course within two years by FY28~~

1.B.2 Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution (new)
Rationale: Moved up from Objective C (Graduation Rate)

1.B.3 Percent of new degree-seeking freshmen completing a gateway math course within two years
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~1.2.c Increase to 75% the percentage of students who register for the next semester prior to leaving on a break by FY28~~
Rationale: Struck this measure as it is more of a tactic than a performance outcome.

1.B.4 Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit-bearing course within a year with a "C" or higher. (New)
Rationale: Required state reporting measure; indicates success of remedial education strategies.

Objective ~~1.3~~ C: Improve ISU's graduation rate

1.C.1 Number of degrees and certificates awarded (New)
Rationale: Mission fulfillment and required state reporting measure.

1.C.2 % of total credentials conferred that are STEM field (New)
Rationale: Required state reporting measure.

1.C.3 Percent of first-time full-time freshman graduating within 100% of time
Rationale: Required state reporting measure.

~~1.3.a Increase by 9% the percent of first-time, full-time freshmen graduating within 150% of time by FY2028~~

~~1.3.b Increase by 5% the percentage of undergraduate and graduate degrees awarded by FY28.~~
Rationale: Reflected in measure 1.C.1

~~1.3.c Increase by 16% the percent of undergraduate, degree-seeking students completing 30 or more credits per academic year by FY28.~~
Rationale: Moved to Objective B: Improve student retention.

~~1.3.d Increase by 8% the percent of first-time, full-time bachelor degree-seeking freshmen graduating within 150% of time.~~

1.C.4 Percent of first-time, full-time freshman graduating within 150% of time
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks. Aligned indicator language with Mission Fulfillment and State Board of Education language.

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Goal 2: Strengthen Programmatic Excellence

Objective ~~2.1~~ A: Attract, support, and retain outstanding faculty and staff

~~2.1.a Increase by 5% the percentage of faculty and staff who feel satisfied with Idaho State University as their current employer by FY28~~

2.A.1 Percent of faculty and staff who express satisfaction with Idaho State University as their employer

Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~2.1.b Improve employee retention, so retention is higher than peer group for staff by FY28~~

2.A.2 Professional staff employee retention relative to peers

Rationale: Clarified this measure is related to professional staff. Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~2.1.c Improve faculty retention so retention is at or above peer comparison for faculty by FY28~~

2.A.3 Faculty employee retention relative to peers

Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks. Separated out professional staff and faculty to better understand trends and opportunities.

~~2.1.d Create at least 10 "career ladder" opportunities that allow staff to progress in the roles by FY28~~

Rationale: Struck this measure as it is more of a tactic than a performance outcome.

Objective ~~2.2~~ B: Enhance ISU's infrastructure

~~2.2.a Improve the quality of ISU campus buildings by reducing deferred maintenance by $24M by FY28~~

2.B.1 Deferred maintenance expenditures

Rationale: Clarified measure language. This measure directly impacts ISU's age of facilities, fiscal sustainability, and bond rating.

~~2.2.b Remodel 55 classrooms to meet the new classroom technology standard and adhere to a central repair and replacement schedule FY28~~

Rationale: Struck as this is more of a specific strategy than a strategic performance measure.

~~2.2.c To support effective governance, evaluate 100% of ISU's existing policies by FY28~~

Rationale: Struck as this is not an outcome-focused measure related to infrastructure.

~~Objective 2.3: Increase the number of nationally recognized programs~~

~~2.3.a Increase by ###% the number of nationally recognized top 100 programs by FY28~~

~~2.3.b Increase by 7% the number of ISU students completing a capstone/senior project by FY28~~

~~2.3.c Increase by 3% the percentage of ISU's KDHS programs that meet or exceed the first-time pass rate measured against the national average by FY28~~

Rationale: Struck this objective as there is no validated data source and we want to focus more on outcomes than volume.

Objective ~~2.4~~ C: Align ISU's programs with community, regional, and national needs

~~2.4.a Increase by 65 the number of certificates and other stackable "microcredentials" offered at ISU by FY8~~

2.C.1 Number of certificates and other stackable "microcredentials" awarded at Idaho State University
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~2.4.b Increase by 7.5% the number of ISU students graduating with degrees that align with Idaho Department of Labor "Hot Jobs" list.~~

2.C.2 Number of ISU graduates with degrees that align with Idaho Department of Labor "Hot Jobs" list
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

2.C.3 Percentage of KDHS programs where the first-time pass rate is 80% or higher on national exams (moved)
Rationale: Clarified language. Removed goals and time horizons from indicator language as they are reflected in benchmarks. Pass rates reflect quality of programs and alignment with workforce and industry needs.

~~2.4.c By 2028, 90% of college's programs will complete alumni graduate surveys to identify changing trends in employer skill development~~
Rationale: Struck because this is more of a strategy than an outcome-based measure.

Goal 3: Cultivate External Partnerships

~~Objective 3.1: Increase the number of relationships with corporate, non-profit, and government entities~~

~~3.1.a Increase by 100 the number of corporate donors providing student education funding by FY28~~

~~3.1.b Increase by ##% the number of new/existing ISU partnerships resulting in CPIs/Internships and/or clinical opportunities for ISU students.~~

~~3.1.c Increase by ##% the perception of regional partners that ISU provides its graduates with the skills needed to succeed in their organizations by FY28~~

Rationale: Struck this objective as there is no validated data source and we want to focus more on outcomes than volume (see maximize objective below).

Objective ~~3.2~~ A: Maximize the impact of new and existing regional partnerships to support ISU's mission.

3.A.1 Number of external entities providing student education funding (revised from prior measure 3.1.a).
Rationale: We want to include all external education funding to include corporations, agencies, and other organizations as a reflection of our work cultivating external partnerships.

~~3.2.a Increase by #% the number of student competitions, workshops, and other professional development events sponsored by or in partnership with corporate, non-profit, or governmental partners by FY28.~~

Rationale: Struck because there is not a valid data source, and this is more volume- than outcome-oriented.

~~3.2.b Increase to 40% the number of off-campus CPI by FY28~~

3.A.2 Percentage of off-campus Career Path Internship placements

Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~3.2.c Increase by ##% the number of VIP visits from existing and new partners to ISU in a year by FY28~~

Rationale: Struck because this is not tracked and is not an outcome-based performance measure.

Objective ~~3.3~~ B: Expand collaborations with K-12 and post-secondary educational institutions

~~3.3.a Increase by 59 transfer rates from Idaho community colleges to ISU by FY28~~

3.B.1 Transfer rates from Idaho Community Colleges to Idaho State University

Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~3.3.b Improve by 12 the number of university collaborations that result in establishing 4+1 and 3+2 degree options by FY28~~

Rationale: Struck because this does not represent the breadth of pathway partnerships. We are reviewing options for a more comprehensive measure.

~~3.3.c Facilitate outreach programs that bring 60 high school counselors to one of ISU's campuses by FY28~~

Rationale: Struck because this is more of a strategy than an outcome-based measure.

3.B.2 Early College program enrollment (New)

Rationale: This measure speaks to the effectiveness of our relationships with K-12 partners and directly impacts student access and success.

Goal 4: Expand research, clinical, and creative activities

Objective ~~4.1~~ A: Enhance the faculty's ability to initiate research and innovative projects

~~4.1.a Office for Research will host 5 workshops/meetings per year that educate faculty and researchers on compliance or other research issues by FY28~~

Rationale: Struck as this is more of a tactic than a performance outcome.

~~4.1.b Engage 2 first-time proposal submitters per year to receive grant writing help~~

Rationale: Struck as this is more of a tactic than a performance outcome.

~~4.1.c Increase by 1 per year the number of faculty/researchers that apply for Office for Research Internal grants by FY28~~

Rationale: Struck as this is more of a tactic than a performance outcome.

4.A.1 F&A distributed to colleges, researchers, and PIs (New)

Rationale: This correlates to university support for initiating research and innovative projects.

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4.A.2 Three-year rolling average of eternal grant proposals submitted (New)
Rationale: This correlates to the impact of university support for initiating research and innovative projects. Reformatted from prior measure 4.2.b.

Objective ~~4.2~~ B: Increase productivity in research, scholarly, and creative activities

~~4.2.a Increase by 15% ISU's total dollar amount of IPEDs reported research expenditures by FY28~~

4.B.1 Total annual research expenditures
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks. Aligned language with Mission Fulfillment measure.

~~4.2.b 10% increase to the three-year rolling average number of external grant proposals submitted by FY28~~
Rationale: Moved to 4.A.2 as it better aligns with that objective.

~~4.2.c Increase by 3 per year the number of faculty members who submit external grant proposals through the Office for Research.~~
Rationale: This is captured in 4.A.2

~~Objective 4.3: Capitalize on ISU clinical services as a source for clinical research~~
Objective C: Engage students in Interprofessional Education and/or clinical research
Rationale: Reworded for clarity

~~4.3.a Increase by 12% the percentage of KDHS students that participate in interprofessional education/clinical research opportunities by FY28~~

4.C.1 Percent of KDHS students that participate in interprofessional education/clinical research opportunities
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~4.3.b Increase by 10% the percentage of KDHS faculty that participate in interprofessional educational/clinical research opportunities by FY28~~

4.C.2 Percent of KDHS faculty that participate in interprofessional education/clinical research opportunities
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~4.3.c Increase by # the number of faculty workload hours assigned to clinical services research by FY28~~
Rationale: Struck as there is not a valid data source, and this is not an outcome-based measure.

Objective ~~4.4~~ D: Enhance ISU student research, clinical, and creative opportunities

~~4.4.a Increase by 75% the number of graduate students participating in Graduate School research/creative activity symposium/3MT by FY28~~

~~4.4.b Increase by 25 the number of students who participate in the ISU undergraduate research symposium by FY28~~

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4.D.1 Number of ISU students participating in undergraduate or graduate research/creative activity symposia/events
Rationale: Collapsed graduate and undergraduate participation for more reliable data

~~4.4.c Increase by 9% the number of undergraduate degree-seeking students enrolled in course-based undergraduate research by FY28~~
Rationale: Struck as we do not have a valid data source for this measure.

4.D.2 Number of theses and dissertations completed (New)
Rationale: This is directly correlated to student research success.

Goal 5: Energize the Bengal community

Objective ~~5.1~~ A: Enhance student life and engagement

~~5.1.a Increase by 74 the number of students participating in career-related internships/practica by FY28~~

5.A.1 Student Employment FTE disaggregated by Career Path Internship, College Work Study, Graduate Assistant, and Other Student Employment
Rationale: We want to capture all types of student employment as they are directly correlated to student engagement and student success.

~~5.1.b ###% of students living in ISU's housing score the quality of their accommodations a four or higher out of a total of five by FY28~~
Rationale: Stuck because it is narrow and subjective.

~~5.1.c Increase by 777 the number of students who actively participate in formal mentoring programs with other students, faculty and staff, and ISU alumni by FY28.~~
Rationale: Stuck because there is not a valid data source.

5.A.2 Number of students who participate in student events and activities (New)
Rationale: This is a direct measure of student engagement.

Objective ~~5.2~~ B: Increase faculty and staff connection, engagement, and recognition

~~5.2.a Increase by 20% faculty attendance in workshops, panels, and other events hosted by ISU's Program for Instructional Effectiveness by FY28~~
Rationale: Stuck because there is not a valid data source, and the Program for Institutional Effectiveness does not encapsulate all faculty development and engagement activities. We are exploring alternate measures.

~~5.2.b Increase by 9% the overall faculty/staff pride in working for ISU by FY28~~
Rationale: Struck because this is subjective and loosely correlated with the objective. We are capturing the percent of faculty and staff who express satisfaction with Idaho State University as their employer in measure 2.A.1.

~~5.2.c Increase by 47% the number of faculty and staff nominees in the "Be a Bengal" program.~~

5.B.1 Number of faculty and staff nominees for the Be a Bengal Program
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

5.B.2 ISU employee contributions to Bengal Giving Day (New)
Rationale: Participation in Bengal Giving Day reflects employee connection and engagement.

5.B.3 Employee attendance at University Town Halls (New)
Rationale: Town Halls are a primary mechanism for facilitating university-wide dialog and discussion.

5.B.4 ISU Today Open Rates (New)
Rationale: ISU Today provides bi-weekly updates, information, and announcements; open rates reflect interest, connection, and engagement.

Objective ~~5.3~~ C: Increase alumni connections to and participation with ISU.

~~5.3.a Increase by 20% the value of endowed scholarships funded by alumni during the scholarship campaign.~~

5.C.1 Foundation Fundraising
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks. Aligned with Mission Fulfillment measure.

~~5.3.b Increase by 3,300 the number of ISU alumni participants attending campus events by FY28~~

5.C.2 Alumni participation in ISU events
Rationale: Removed goals and time horizons from indicator language as they are reflected in benchmarks.

~~5.3.c Increase by 60% the number of alumni that attend alumni homecoming events by FY28~~
Rationale: Struck as this is included in 5.C.2 and the objective is not specific to homecoming.

Objective ~~5.4~~ D: Increase ISU's impact on its communities

~~5.4.a Increase by ##% the number of community events ISU participates in by FY28~~
Rationale: Stuck as there is not a valid data source and this is a volume rather than outcome-based measure.

~~5.4.b Increase by 21% the percentage of students participating in course-based community-engaged learning by FY28~~
Rationale: Stuck as there is not a valid data source.

~~5.4.c Increase by 10% attendance at ISU athletic events~~
Rationale: Stuck as there is not a valid data source and this is a volume rather than outcome-based measure.

5.D.1 Number of ISU Clinics and Pharmacy clients served (New)
Rationale: This is a Mission Fulfillment measure and directly speaks to ISU's health mission.

5.D.2 Continuing Education and Workforce Training enrollment (New)
Rationale: This is a Mission Fulfillment measure and reflects the relevancy and alignment of our non-credit offerings with community needs

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Lewis-Clark State College Strategic Plan

Office of Institutional Research & Effectiveness

FY 2025 – FY 2029

LEWIS CLARK STATE COLLEGE

LEWIS CLARK
STATE COLLEGE

Connecting Learning to Life

STRATEGIC PLAN
FY 2025 - 2029

Submitted March, 2024

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MISSION STATEMENT

Lewis-Clark State College prepares students to become successful leaders, engaged citizens, and lifelong learners.

VISION STATEMENT

Idaho's college of choice for an educational experience that changes lives and inspires a commitment to Idaho's learning and civic engagement.

Goal 1: Strengthen and Optimize Instructional and Co-curricular Programming

Objective A: Optimize course and program delivery options

Performance Measure 1: Number of online and evening/weekend programs.

Definition: The number of degrees or certificates offered online or during evening or weekend hours.

Benchmark: Based upon current planning processes, LC State anticipates adding online degrees/certificates and evening & weekend programs of study beginning with the FY21 academic year forward. Note that LC State's relative percentage of fully online offerings is planned to remain at approximately 20% of the overall program mix.

Course Delivery Methods	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 29 (2028-29)
Online[1]	36	40	42	49	57	61		
Benchmark		37	42	42	42	42	42	42
Achievement		MET	MET	MET	MET	MET		
Evening/ Weekend[2]	0	7	7	7	7	7		
Benchmark		2	6	7	7	7	7	7
Achievement		MET	MET	MET	MET	MET		

[1] List of online programs available here: http://catalog.lcsc.edu/programs/#filter=.filter_42

[2] The following programs/credentials are offered during evenings &/or weekends: Web Design & Development (cert., AAS, BAS), Business Administration (BA/BS), & Interdisciplinary Studies (BA/BS). A portion of these programs is available through weekend and evening delivery and number of the courses are offered online. Liberal Arts and Business Administration Associates degrees moving towards evening/weekend delivery.

Performance Measure 2: Proportion of courses in which course content is delivered online

Definition: The proportion of courses in which course content (e.g., syllabi & student grades) is delivered using an online learning management system (LMS).

Benchmark: One hundred percent (100%) of courses have content available to students through the LMS.

Web Enhanced Courses	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
% Sections	Inventory current courses content on LMS	69%[3]	79%	89%	97%	99%	
Benchmark			100%	100%	100%	100%	100%
Achievement			NOT MET	NOT MET	NOT MET	NOT MET	

[3] Seventy one percent (71%) of sections were reviewed. Metric shows the proportion of sections reviewed with course content posted on LMS.

Objective B: Ensure high quality program outcomes

Performance Measure 1: Licensing & certification

Definition: The proportion of LC State test takers who pass, or their average test scores, on professional licensure or certification exams.

Benchmark: Meet or exceed national or statewide averages.

Licensing/Cert. Exams			FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
Professional Degrees	NCLEX Registered Nurse[4]	LC State	94%	95%	94%	91.4%	96%	Not Yet Available	Exceed National Average
		Benchmark: Nat'l Ave.	86%	87%	85%	79.4%	90%		
		Achievement	MET	MET	MET	MET	MET		
	NCLEX Practical Nurse[4]	LC State	91%	100%	Not Available: Program on hiatus following Dec. 2019.				Exceed National Average
		Benchmark: Nat'l Ave.	85%	86%					
		Achievement	MET	MET					
	ARRT Radiology	LC State	89%	76%	86%	90%	73%	Not Yet Available	Exceed National Average
		Benchmark: Nat'l Ave.	89%	88%	84%	83.5%	84%		
		Achievement	MET	NOT MET	MET	MET	NOT MET		
	PRAXIS Teacher Education[5]	LC State[5]	170	171	166	166	165	Not Yet Available	Meet State Average Scores
		Benchmark: State Ave.	168	170	168	167	168		
		Achievement	MET	MET	MET	NOT MET	NOT MET		
	ASWB Social Work	LC State	57%	86%	77%	Not Yet Available			Exceed National Average
		Benchmark: Nat'l Ave.	67%	69%	69%				
		Achievement	NOT MET	MET	MET				

[4] FY 18-21 test results for first time test takers reported for April through March. FY 22 test results are for the 2021-2022 fiscal year.

Licensing/Certification Exams			FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
Workforce Training	HVAC Apprentice	LC State	100%	100%	50%	50%	90%[6]	Not Yet Available	Exceed State Average
		Benchmark: State Ave.	67%	75%	73%	63%	Not Available		
		Achievement	MET	MET	NOT MET	NOT MET			
	Plumbing Apprentice	LC State	100%	83%	No Students	100%	90%[6]	Not Yet Available	Exceed State Average
		Benchmark: State Ave.	76%	71%	72%	74%	Not Available		
		Achievement	MET	MET	--	MET			
	Electrical Apprentice-ship Idaho Journeyman	LC State	100%	91%	89%	91%	89%[6]	Not Yet Available	Exceed State Average
		Benchmark: State Ave.	75%	77%	78%	77%	Not Available		
		Achievement	MET	MET	MET	MET			

Objective C: Optimize curricular & co-curricular programming through *Connecting Learning to Life* initiative

Connecting Learning to Life has been verified as a curricular component of LC State 2- and 4-year degree programs, making experiential and applied learning a signature hallmark of an LC State education. 'Connecting' experiences fall under *applied learning*[7] or *experiential learning*[8]. Defined broadly to include internships, practica, apprenticeships, service learning, research, co-curricular engagement, etc., students complete applied or experiential learning within their chosen majors; and /or may reach outside their major for hands-on, co-curricular experiences. Performance measures are added or modified when plans result in measurable outcomes.

[5] Excludes tests 5003, 5004, and 5005, which are required for elementary certification, but which test background subject area content that is not taught in the Division of Teacher Education programs or majors connected to certification.

[6] Preliminary figure: LC State has not received test results back from Idaho Division of Licensing for its program assessment.

[7] Applied learning = hand's on application of theory.

[8] Experiential learning = the process through which students develop knowledge, skills, and values from direct experiences outside a traditional academic setting.

Performance Measure 1: Curricular programing of applied and experiential learning opportunities

Definition: Courses, programs of study, majors, minors and certificates that serve as avenues of applied or experiential learning opportunities.

Benchmark: All programs of study offer graduates opportunities for applied &/or experiential learning. Long-term goals include expanding the development of signature certificates (currently LC State has three: Cybersecurity, Writing for the Web and Social Media, and Entrepreneurship) and new, interdisciplinary degree options through which "academic" and career-technical courses may be woven together.

<table>
<tr><th>Curricular Applied & Experiential Learning</th><th>FY 19
(2018-19)</th><th>FY 20
(2019-20)</th><th>FY 21-22
(2020-21 thru 2021-22)</th><th>FY 23
(2022-23)</th><th>FY 24
(2023-24)</th><th>FY 25-29
(2024-25 thru 2028-29)</th></tr>
<tr><td>Apprenticeships
Directed Study
Field Experiences
'Hands-on' courses
Internships, Practica & Clinicals
Performance Arts
Service Learning
Undergraduate Research</td><td>Developed inventory of applied & experiential learning: Identified Courses & Programs of Study/Majors, Minors, Certificates.
No gaps were identified: All programs of study included curricular applied and experiential learning.</td><td>Developed Signature Certificates that knit together academic and Career & Tech. Edu (CTE) coursework</td><td>Marketed availability of Signature Certificates</td><td colspan="2">Continue to emphasize experiential learning across the curriculum by:
Promoting signature certificates
Building internship/practica/clinical credits into degree programs.
Promoting Prior Learning Assessment opportunities for working adults
Working with Student Employment & Career Center to promote internship experiences.</td><td>100% of LC State graduates participate in applied &/or experiential learning via curricular <u>or</u> co-curricular experiences.</td></tr>
</table>

Performance Measure 2: Co-Curricular programing of applied and experiential learning opportunities

Definition: Co-curriculum programming engaging students in applied &/or experiential learning outside of their chosen program's curriculum. Examples displayed in the table below. Micro-credentials, now measurable, identified in table below.

Benchmark: 100% of LC State graduates participate in applied &/or experiential learning.

Co- Curricular Applied & Experiential Learning	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
Micro-Credentials[9]	Leadership Certificate Awardees				4	5	100% of LC State graduates participate in applied &/or experiential learning via curricular or co-curricular experiences.
	Career Readiness Certificate Awardees				2	6	
Intramural athletics Intercollegiate athletics Club Sports Leadership in clubs or organizations Peer mentorship Reserve Officer Training Corps (ROTC)/Military Education Residence life leadership Student government LC Work Scholars Work study/experience including tutoring Study abroad	Developed inventory of co-curricular applied & experiential learning Reprioritized/ reorg. resources & staff to support co-curricular programming : Center of Student Leadership Student Employment & Career Center	Expanded peer mentor program. In fall 2019, 22 peer mentors assisted new entering students. Elements of co-curricular transcript & tracking software were launched with minor delay. Continued to expand functionality of software.	Co-curricular transcript, integrated with the Do More App, made functional. Expanded student clubs, organizations and in-person leadership development opportunities Career Readiness micro-credential unveiled in spring 2021 semester.	Career Fair Oct. '21 offered in a live format. Attendance of students & businesses increased from prior year. Exploring the possibility of including programming for regional high school students. Special breakout sessions connecting regional high schools' students and employers were conducted.	Increase of micro credentials planned for coming year. Expanded job fair offerings to meet healthcare needs in spring 2023 semester. Invested in menu of outdoor recreation programming to expand experiential learning	Job fair offerings now include one for healthcare industries and another located at Coeur d'Alene center. Hosted interactive sessions between students & employers and onsite visits for students in their fields of interest. Outdoor recreation, club and intramural sports programs expanded	

[9] Anticipated completions for FY24.

Goal 2: Optimize Student Enrollment, Retention and Completion

Objective A: Increase the college's degree-seeking student enrollment

Performance Measure 1: Direct from high school enrollment

Definition: The FTE of undergraduate degree-seeking, entering college students (measured at fall census) who graduated from high school the previous spring term.

Benchmarks derived from financial modeling of institutional viability and expansion[10]. Based upon financial modeling of campus viability, LC State would like to be 3,000 total FTE or experience a growth of 10% from current FTE by FY 25, necessitating a 1.6 percent increase annually. How that campus-wide goal extrapolates to direct high school enrollment is articulated in the table below.

Direct from High School Enrollment	FY 19 (Fall '18)	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 29 (Fall '28)
FTE	422	420	407	382	393	353	Available Fall '24 Census	Available Fall '28 Census
Benchmark	New Measure	429	436	442	449	456	463	483
Achievement		NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		

[10] More information on LC State's financial modeling of institutional viability and expansion can be found here: https://www.lcsc.edu/budget/budget-office-resources

Performance Measure 2: Adult enrollment

Definition: The FTE of degree-seeking students (measured at fall census) who are above the age of 24.

Benchmarks derived from financial modeling of institutional viability and expansion[10]. Based upon financial modeling of campus viability, LC State would like to be 3,000 total FTE or experience a growth of 10% FTE by FY25, necessitating a 1.6 percent increase annually. How that campus-wide goal extrapolates to adult enrollment is articulated in the table below.

Adult Learner (>24) Enrollment	FY 19 (Fall '18)	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 29 (Fall '28)
FTE	631	608	618	541	517	530	Available Fall '24 Census	Available Fall '28 Census
2nd Chance Pell					9	33		
Benchmark	New Measure	641	651	661	671	681	691	721
Achievement		NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		

Performance Measure 3: Online Headcount

Definition: The headcount of degree-seeking students (measured at fall census) who are taking courses online (both entirely online and partly online schedule of courses).[11]

Benchmarks derived from financial modeling of institutional viability and expansion[10]. Based upon financial modeling of campus viability, LC State would like to be 3,000 total FTE or experience a growth of 10% FTE by FY 25, necessitating a 1.6 percent increase annually. How that campus-wide goal extrapolates to online headcount is articulated in the table below[12].

Online Headcount	FY 19 (Fall '18)	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 29 (Fall '28)
HC	1,483	1,368	1650	1596	1471	1,504[13]	Available Fall '24 Census	Available Fall '28 Census
Benchmark	New Measure	1,507	1,531	1,555	1,578	1,602	1625	1,697
Achievement		NOT MET	MET	MET	NOT MET	NOT MET		

[11] Same definition as that used on the IPEDS Fall Enrollment Survey.

[12] This benchmark assumes that a 10% growth in FTE would also equate a 10% growth in headcount.

[13] Figure is preliminary.

Performance Measures 4: Direct transfer enrollment

Definition: The FTE of degree-seeking, entering transfer students (measured at fall census) who attended another college the previous spring or summer terms.

Benchmarks derived from financial modeling of institutional viability and expansion[10]. Based upon financial modeling of campus viability, LC State would like to be 3,000 total FTE or experience a growth of 10% FTE by FY 25, necessitating a 1.6 percent increase annually. How that campus-wide goal extrapolates to direct transfer enrollment is articulated in the table below.

Direct Transfer Enrollment	FY 19 (Fall '18)	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 29 (Fall '28)
FTE	149	171	168	163	156	146	Available Fall '24 Census	Available Fall '28 Census
Idaho Community Colleges					63	62		
Co-Enrollment[14]					4.5	4		
Benchmark	New Measure	151	174	177	179	181	184	191
Achievement		MET	NOT MET	NOT MET	NOT MET	NOT MET		

[14] Co-enrollment agreements exist with College of Western Idaho, College of Eastern Idaho, College of Southern Idaho, North Idaho College, Walla Wall Community College.

Performance Measure 5: Nonresident enrollment

Definition: The FTE of degree-seeking students (measured at fall census) who are not residents of Idaho.

Benchmarks derived from financial modeling of institutional viability and expansion[10]. Based upon financial modeling of campus viability, LC State would like to be 3,000 total FTE or experience a growth of 10% FTE by FY 25, necessitating a 1.6 percent increase annually. How that campus-wide goal extrapolates to nonresident enrollment is articulated in the table below.

Nonresident Enrollment	FY 19 (Fall '18)	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 29 (Fall '28)
Asotin Co. Resident FTE[15]	150	149	136	129	142	141	Available Fall '24 Census	Available Fall '27 Census
Benchmark	New Measure	152	155	157	160	162	165	172
Achievement		NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		
Nonresident FTE	329	319	326	351	367	345	Available Fall '24 Census	Available Fall '27 Census
Benchmark:	New Measure	334	339	344	350	355	340	376
Achievement		NOT MET	NOT MET	MET	MET	NOT MET		

Objective B: Increase credential output

Performance Measure 1: Certificates and degrees[16]

Definition: The count of degrees/certificates awarded at each degree-level.[17]

[15] Asotin County residents pay a unique tuition & fee rate. More information about tuition & fees as they pertain to residency status available here: https://www.lcsc.edu/student-accounts/tuition-and-fees

[16] State Board of Education postsecondary system wide measure.

[17] Consistent with IPEDS Completions Survey definitions.

Benchmarks developed to align with the Idaho State Board of Education's K-20 Strategic Plan[18] and achieve 1,050 total completions by AY 2035-36.[19]

Certificates & Degrees	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 29 (2028-29)
Certificates	15	26	51	62	83	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	21	21	28	23	24	25	26	27
Achievement	NOT MET	MET	MET	MET	MET			
Associates	347	365	218	204	314	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	430	436	442	256	262	269	275	295
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	MET			
Baccalaureates	626	505	599	579	554	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	594	646	666	496	509	521	534	571
Achievement	MET	NOT MET	NOT MET	MET	MET			
Graduate Certificates				2	1	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	New benchmark methodology will be established once baseline is established.							
Achievement								

[18] Goal 3, Objective A, Performance Measure I: "Total number of certificates/degrees conferred, by institution per year".

[19] Benchmarks re-aligned in FY22 to current version of Idaho State Board of Education's K-20 Strategic Plan assuming peer comparable retention and completion rates.

Performance Measures 2: Graduates[20]

Definition: The unduplicated count of graduates by degree-level.[21]

Benchmarks developed to align with the Idaho State Board of Education's K-20 Strategic Plan[17] and achieve 1,050 total completions by AY 2035-36.[18]

Graduates	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 29 (2028-29)
Certificates	15	25	42	54	75	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	20	20	30	23	24	25	26	27
Achievement	NOT MET	MET	MET	MET	MET			
Associates	325	357	206	192	282	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	415	420	424	256	262	269	275	295
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	MET			
Baccalaureates	616	491	589	571	545	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	580	622	628	496	509	521	534	571
Achievement	MET	NOT MET	NOT MET	MET	MET			
Graduate Certificates	New			2	1	Available Summer '24	Available Summer '25	Available Summer '29
Benchmark:	New benchmark methodology will be established once baseline is established.							
Achievement								

[20] State Board of Education postsecondary system wide measure.

[21] Graduates of multiple degree-levels are counted once in each category of degree/certificate level.

Performance Measures 3: Graduation Rate - 150% normative time to degree attainment[22]

Definition: The proportion of first-time, full-time entering students who attain a degree or certificate within 150% normative time to degree[23].

Benchmarks developed to align with the Idaho State Board of Education's K-20 Strategic Plan[17] and achieve 1,050 total completions by AY 2035-36.[18]

First-Time Full-Time Cohorts	Attainment w/in 150% Time	FY 19 (2013 Cohort)	FY 20 (2014 Cohort)	FY 21 (2015 Cohort)	FY 22 (2016 Cohort)	FY 23 (2017 Cohort)	FY 24 (2018 Cohort)	FY 25-29 (2019-23 Cohorts)
Entered as Bacc.-Seeking	Bacc.	32%	31%	32%	29%	37%	Available Spring 2025	
	Benchmark:	25%	33%	34%	39%	39%	39%	39%
	Achievement	MET	NOT MET	NOT MET	NOT MET	NOT MET		
All First-Time, Full-Time Students	Bacc., Assoc, & Certificates	38%	36%	37%	35%	45%	Available Spring 2025	
	Benchmark:	30%	39%	40%	38%	38%	38%	38%
	Achievement	MET	NOT MET	NOT MET	NOT MET	MET		

[22] State Board of Education postsecondary system wide measure.

[23] One hundred and fifty percent (150%) normative time to degree is six years for baccalaureate degrees, three years for associate degrees, and one and a half years for a one year certificate. Calculations used IPEDS definitions.

Performance Measure 4: Graduation Rate - 100% normative time to degree attainment[24]

Definition: The proportion of first-time, full-time entering baccalaureate-seeking students who achieved a baccalaureate, associate, or certificate within 100% normative time to degree.

Benchmarks developed to align with the Idaho State Board of Education's K-20 Strategic Plan[17] and achieve 1,050 total completions by AY 2035-36.[19]

First-Time Full-Time Cohort	Attainment w/in 100% Time	FY 19 (2015 Cohort)	FY 20 (2016 Cohort)	FY 21 (2017 Cohort)	FY 22 (2018 Cohort)	FY 23 (2019 Cohort)	FY 24 (2020 Cohort)	FY 25-29 (2021-25 Cohorts)
Entered as Bacc.-Seeking	Bacc.[25]	21%	20%	23%	22%[26]	21%[26]		
	Cert. & Assoc.	1%	3%	4%	5%	8%		
Benchmark		23%	24%	23%	23%	23%	23%	23%
Achievement		NOT MET	NOT MET	MET	MET	MET		

[24] State Board of Education postsecondary system wide measure.

[25] Consistent with IPEDS Graduation Rates Survey definitions.

[26] Figure is preliminary: State policy has been interpreted to mean institutions are required to report data out of cadence with federal reporting.

Performances Measure 5: Retention rates

Definitions:

The retention or proportion of **first-time, full-time, baccalaureate-seeking students** who start college in summer or fall terms and re-enroll by the following fall term of the subsequent academic year.

The retention of the **entire degree-seeking student body**. The proportion of the total degree-seeking headcount of the prior academic year[27] who graduated or returned to attend LC State by the following fall of the subsequent academic year.

Benchmarks developed to align with the Idaho State Board of Education's K-20 Strategic Plan[17] and achieve 1,050 total completions by AY 2035-36.[18]

Retention	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 29 (2028-29)
First-Time, Full-Time, Baccalaureate-Seeking, Students	60%	61%	63%	63%	64%[26]	Available Fall 2024	Available Fall 2025	Available Fall 2029
Benchmark:	61%	63%	65%	66%	67%	68%	68%	68%
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET			
All Degree-Seeking Students	75%	76%	74%	76%	77%	Available Fall 2024	Available Fall 2025	Available Fall 2029
Benchmark:	77%	79%	81%	82%	83%	84%	84%	84%
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET			

[27] Those enrolled as degree-seeking students on census day (October 15th for fall terms and March 15th for spring terms).

Performance Measure 6: 30 to Finish[28]

Definition: Percent of undergraduate, degree-seeking students, who started their attendance in the fall (or prior summer) term, completing 30 or more credits per academic year, excluding those who graduated midyear and those students who started their enrollment during spring semester.

Benchmarks derived from financial modeling of institutional viability and expansion[10]. Based upon financial modeling of campus viability, LC State would like to be 3,000 total FTE or experience a growth of 10% FTE by FY 25, necessitating a 1.6 percent increase annually. How that campus-wide-goal extrapolates to degree-seeking student credit load is articulated in the table below.

30+ credits per AY	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 29 (2028-29)
%	31%	33%	29%	26%	26%			
Benchmark	30%	32%	33%	35%	36%	38%	39%	40%
Achievement	MET	MET	NOT MET	NOT MET	NOT MET			

[28] State Board of Education postsecondary system wide measure.

Performance Measure 7: Remediation[29]

Definition: Percent of degree-seeking students who took a remedial course and completed a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or better.

Benchmarks developed to align with the Idaho State Board of Education's K-20 Strategic Plan[18]. Analysis conducted by the Chief Research Officer identified the number of associates and baccalaureate degrees as needing to grow by eight percent by 2025, necessitating a one percent increase annually[30].

Remediation	FY 19 (Fall 2017-Spring 2019)	FY 20 (Fall 2018-Spring 2020)	FY 21 (Fall 2019-Spring 2021)	FY 22 (Fall 2020-Spring 2022)	FY 23 (Fall 2021-Spring 2023)	FY 24 (Fall 2022-Spring 2024)	FY 25 (Fall 2023-Spring 2025)	FY 29 (Fall 2027-Spring 2029)
%	43%	57%	52%	56%	52%			
Benchmark	43%	52%	53%	54%	55%	57%	58%	61%
Achievement	MET	MET	NOT MET	MET	NOT MET			

Performance Measure 8: Math Pathway[29]

Definition: Percent of new, degree-seeking freshmen who started in fall (or preceding summer) term and completed a gateway math course[31] within two years.

Benchmarks developed to align with the Idaho State Board of Education's K-20 Strategic Plan[18]. Analysis conducted by the Chief Research Officer identified the number of associates and baccalaureate degrees as needing to grow by eight percent by 2025 necessitating a one percent increase annually.[30]

Math Pathways	FY 19 (Fall 2018-Su 2020)	FY 20 (Fall 2019-Su 2021)	FY 21 (Fall 2020-Su 2022)	FY 22 (Fall 2021-Su 2023)	FY 23 (Fall 2022-Su 2024)	FY 24 (Fall 2023-Su 2025)	FY 25 (Fall 2024-Su 2026)	FY 29 (Fall 2028-Su 2030)
%	49%	36%	44%	52%	55%			
Benchmark:	53%	54%	56%	57%	58%	59%	60%	62%
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET			

[29] State Board of Education postsecondary system wide measure.

[30] Exact amount of growth required to remain in alignment with statewide goals is 1.14%, annually.

[31] Gateway math is defined institutionally as Math 123 and above.

Performance Measure 9: Workforce training enrollment

Definition: Duplicated headcounts of students enrolled in Workforce Training programs at LC State.

Benchmarks set by Director of Workforce Training accounting for regional market demand and worker demographics.

Workforce Training Enrollments	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
Duplicated Headcount	3,699	2,893	2,513	2,737	2,199		
Benchmark:	3,600	3,650	3,700	3,750	3,800	3,800	3,800
Achievement	MET	NOT MET	NOT MET	NOT MET	NOT MET		

Performance Measure 10: Workforce training completion

Definition: Completions of LC State's Workforce Training courses[32].

Benchmarks are a proportion of the enrollments each fiscal year (FY) and set to maintain the high proportion of completions observed historically.

Workforce Training Completions	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
Duplicated Completions	3,468	2,756	2,362	2,596	1,908		
Benchmark: Maintain	94%	94%	94%	94%	94%	94%	94%
Achievement	MET	MET	MET	MET	NOT MET		

[32] Completions measured by course because most Workforce Training offerings are designed as singular courses.

Goal 3: Foster and Support Campus Community Culture

Objective A: Connecting College to Community

Performance Measure 1: Number of participants in community enrichment activities

Definition: Duplicated headcount of attendees at events arts and cultural programming offered through LC State's Center for Arts & History.

Benchmark: Steady increase in community participation.

Community Participation	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
Duplicated Headcount	Plan: inventory programs to include following year. Tracking to be implemented with programming.		Impacted by pandemic protocols and personnel reductions. Tracking to be implemented when programming is recommenced.	4,239	2,929	2,543	Benchmark established once baseline is better understood

Goal 4: Increase and Leverage Institutional Resources to Support College's Mission

Objective A: Grow Foundation Support and Grant Funding

Performance Measure 1: New, ongoing revenue streams

Definition: New, revenue-generating initiatives.

Benchmarks: Implement new, annual giving initiatives (general and employee campaigns).

Foundation Support		FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
LC State Foundation	Employee Giving Campaign[33]	39%	41%	35%	34%	36%	36%	45%
	Annual Day of Giving	Plan	Piloted	Took place May 2021	Did not occur/ staffing changes	$66,965[34]	$137,187	New College-wide Giving Day
	Foundation Fee		Implemented Jan. 1st, 2020		$9,389	$48,659[35]	$35,566[36]	Goal: $11,000

[33] One-year lag from measurement to reporting, therefore FY23 depicts results for FY22.

[34] Athletics only.

[35] $40,000 from one large donation.

[36] July 1, 2023 – to date.

Performance Measure 2: Federal, state, local and private grant funding

Definition: Grant funding dollars.

Benchmark: $100,000 growth annually, which is approximately 2% of the historical (four year) average.

Grants & Contract Funding	FY 19 (2018-19)	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25-29 (2024-25 thru 2028-29)
Federal	$1,506,459	$1,600,805	$ 841,935	$ 860,174	$1,062,446	Available after July 1, 2024.	Institutional Financial Diversification
State & Local[37]	$2,825,307	$3,218,872	$ 3,175,967	$ 3,362,640	$2,534,985		
Private	$44,800	$298,885	$ 185,950	$ 29,447	$23,745		
Gifts[38]	$1,337,379	$2,361,794	$ 2,886,613	$ 3,483,723	$1,298,932		
Total	$5,713,945	$7,480,356	$7,090,465	$ 7,735,984	$4,920,108		
Benchmark: +$100,000 annually[39]	$5,236,809	5,335,809	$5,435,809	$ 5,535,809	$ 5,635,809		
Achievement	MET	MET	MET	MET	NOT MET		

Key External and Internal Factors

In terms of factors influencing strategic plan goals, enrollment-related external factors include a reduction in the Lewiston High School graduating class, a strong jobs market, and the recovery of business operations from the Coronavirus pandemic. As a consequence, LC State's achievement of some of its strategic plan goals has been impacted, both positively and negatively. Successes include online course and program offerings. These offerings swelled with students taking online coursework during FY's 21 & 22, and have since returned to pre-pandemic levels. Somewhat surprisingly, despite pandemic-related challenges and disruptions, the proportion of LC State freshmen who finished their bachelor's degree within 150% normative time (i.e., 6 years) increased significantly. These students started college in the fall of 2017, prior to pandemic operations and persisted at higher rates than observed historically. Moreover, by examining LC State's normative time to degree (100% time) graduation rates and credential output, students appear to be opting for short term credentialing (associates degrees and

[37] This item includes state scholarships awarded to the student, for the Opportunity Scholarship, and therefore may be resistant to change from institutional effort. FY 18 dollars include $223k in state scholarships and $625k in opportunity scholarships.

[38] Including grants that do not have restrictions or reporting requirements.

[39] Benchmark reflects $100,000 above the baseline, which is the historical four-year average of total grant funds ($5,135,809).

certificates) when they had initially sought to pursue a bachelor's degree. In these ways, LC State has improved its success rates and credential outputs. LC State, on the other hand, has struggled attracting an entering class composed of students coming directly from high school and directly from another institutional of higher education (i.e., direct transfer). These metrics are likely impacted by the shrinking graduating class size at LC State's primary 'feeder' school, Lewiston High School, and a strong jobs market. While the majority of LC State's remedial students succeeded in subsequent college-level coursework and completed gateway math classes early during their college attendance, performance on these metrics fell shy of LC State's rigorous performance goals. And finally, it was observed this year that professional credentialing associations and public licensing offices experienced delays communicating testing and licensing results to LC State. Therefore, recent outcomes in metrics assessing licensing and certification among completers in social work and workforce training programs of HVAC, plumbing and electrical apprenticeships were not available to report in this strategic plan.

The following assumptions about external and internal factors will continue to impact the institution as the FY 2025 Strategic Plan is implemented.

Lewis-Clark State College…

1. Will continue to be a modestly selective admission institution with a greater than 95% acceptance rate, serving a substantial number of first-generation students, admitting students with various degrees of college preparation.
2. Will serve both residential and non-residential students, including those who commute, take online courses, are place-bound (e.g., incarcerated), and are working adults.
3. LC State is maintaining its aspirational goal to serve 3,000 FTE, which is particularly challenging in, a post-pandemic world, punctuated by declining local, regional and national high school graduating classes.
4. Will continue to forge strategic partnerships with other institutions, agencies, businesses, and organizations and the community at large for mutual benefit particularly as it relates to LC State's graduate credentialling.
5. Will continue to promote its brand and share its successes with multiple audiences, including prospective students.
6. Will continue to recruit faculty, staff and students across a wide range of demographics.
7. Relies on ongoing efforts to maximize operational efficiencies (e.g., program prioritization and internal resource reallocation); and increasing and leveraging grants, private fundraising to complement tuition revenue and reduced state support.
8. Will continue to assess its programs and services (program performance – program prioritization) to determine their efficacy and viability.
9. Master planning was engaged. The plan updated, submitted and approved by the SBOE. The plan can be found at: Microsoft Word - FY2021 Campus Master Plan - External - FINAL (lcsc.edu).
10. Will advocate for increased per-capita investment in LC State via state funding in support of LC State's mission, strategic goals, position and role in Idaho's education ecosystem as a small school experience.

Evaluation Process

LC State's Strategic Plan was originally developed for the 2013-2018 timeframe. In light of the college's updated mission, the waning utility of the college's old strategic plan, and a successful NWCCU

accreditation evaluation, institutional goals and objectives were rewritten. A representative committee developed new strategies and objectives to guide the work of the college. The new goals and objectives were proposed in the 2018-2022 strategic plan, submitted for Board review during the March 2018 meeting and adopted during the June 2018 meeting. The current Strategic Plan document was modified and streamlined to reflect our post-pandemic realities. As presented in this plan report, the goals have been operationalized through relevant performance measures. System-wide performance measures are comingled among institutional performance measures to undergird LC State's commitment to "systemness". Institutional performance will undergo annual Cabinet review. Changes will be made in alignment with objective performance review and subjective evaluation of the involved campus stakeholders.

Red Tape Reduction Act

Administrative Rules are promulgated through the State Board of Education and this information is contained in the State Board of Education's K-20 Strategic Plan.

Appendix 1: Crosswalk of State Board of Education Goals with Institutional Goals & Objectives

	State Board of Education Goals		
Institutional Goals & Objectives	***Goal 1: Educational System Alignment***	***Goal 2: Educational Attainment***	***Goal 3: Workforce Readiness***
Goal 1: Strengthen & Optimize Instructional and Co-curricular Programming			
Objective A: Optimize course and program delivery options			✓
Objective B: Ensure high quality program outcomes		✓	
Objective C: Optimize curricular & co-curricular programming through *Connecting Learning to Life* initiative			✓
Goal 2: Optimize Student Enrollment, Retention and Completion			
Objective A: Increase the college's degree-seeking student enrollment	✓	✓	
Objective B: Increase credential output	✓	✓	✓
Goal 3: Foster and Support Campus Community Culture			
Objective A: Connecting College to Community	****K-20 Alignment & Coordination***	****Lifelong Learning***	
Goal 4: Increase and Leverage Institutional Resources to Support College's Mission			
Objective A: Grow Foundation Support and Grant Funding		✓	

Table 1: The Idaho State Board of Education (SBOE) has four goals in its strategic plan, three of which are presented here in alignment with LC State's strategic plan goals and objectives. The goal missing in the above table from the SBOE plan is composed of measures entirely relating to K-12 education.

North Idaho College

2025 - 2029
Strategic Plan

North Idaho College is in the process of a strategic plan revision which may result in changes to some elements of this plan, including benchmark targets.

MISSION STATEMENT

North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

VISION STATEMENT

As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

GOAL 1: STUDENT SUCCESS

A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life.

Goal 1, Objective A: Provide innovative, progressive, and student-centered programs and services.

Performance Measures

I. Percentage of entering degree/certificate-seeking students who were awarded a degree or certificate, transferred, or are still enrolled at eight years after entry. *Source: IPEDS Outcome Measures Survey.* [CCM 257]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
51.2% 2012-2013 cohort followed through 8/31/2020	51.6% 2013-2014 cohort followed through 8/31/2021	54.4% 2014-2015 cohort followed through 8/31/2022	54.8% 2015-2016 cohort followed through 8/31/2023	*2016-2017 cohort data not yet available*	52%	54%

Benchmark: 54% [1] (by 2029)

II. Percentage of NIC Dual Credit students who participated in dual enrollment during any year of high school and matriculated at NIC within one year following their high school graduation. *Source: NIC Trends.* [CCM 227]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
27.1% (329/1215) 2019 HS Grad Cohort	26.6% (329/1239) 2020 HS Grad Cohort	26.3% (317/1207) 2021 HS Grad Cohort	22.7% (254/1121) 2022 HS Grad Cohort	*2023 HS Grad cohort data not yet available*	26%	27%

Benchmark: 27% [2] (by 2029)

III. Percentage of NIC Dual Credit students who participated in dual enrollment during any year of high school and matriculated at other institutions within one year following their high school graduation. *Source: NIC Trends.* [CCM 228]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
50.2% (610/1215) 2019 HS Grad Cohort	47.1% (583/1239) 2020 HS Grad Cohort	46.7% (564/1207) 2021 HS Grad Cohort	52.1% (584/1121) 2022 HS Grad Cohort	*2023 HS Grad cohort data not yet available*	47%	49%

Benchmark: 49% [3] (by 2029)

IV. Total number of degrees/certificates produced, broken out by a) certificates of less than one year; b) certificates of at least one year; and c) associate degrees. *Statewide Performance Measure. Source: NIC Trends.* [CCM 238]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
a) 121 b) 620 c) 659 Total Awards: 1400	a) 96 b) 639 c) 734 Total Awards: 1469	a) 83 b) 568 c) 734 Total Awards: 1385	a) 119 b) 661 c) 743 Total Awards: 1523	*FY 2024 data not yet available*	a) 97 b) 645 c) 741 Total Awards: 1483	a) 98 b) 652 c) 749 Total Awards: 1499

Benchmark: a) 98 b) 652 c) 749 [4] (by 2029)

V. Number of unduplicated graduates broken out by a) certificates of less than one year; b) certificates of at least one year; and c) associate degrees. *Statewide Performance Measure. Source: NIC Trends.* [CCM 239]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
a) 105 b) 604 c) 619 Total overall unduplicated count: 893	a) 85 b) 629 c) 676 Total overall unduplicated count: 921	a) 68 b) 550 c) 681 Total overall unduplicated count: 897	a) 112 b) 625 c) 697 Total overall unduplicated count: 952	*FY 2024 data not yet available*	a) 86 b) 635 c) 683 Total overall unduplicated count: 930	a) 87 b) 642 c) 690 Total overall unduplicated count: 939

Benchmark: a) 87 b) 642 c) 690 [5] (by 2029)

Goal 1, Objective B: Engage and empower students to take personal responsibility and to actively participate in their educational experience.

Performance Measures

I. Percentage of CTE Graduates that responded to a follow-up survey who achieved positive placement after leaving postsecondary education. *Source: NIC Trends.* [CCM 177]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
83.8% 2019-20 Graduates	85.1% 2020-21 Graduates	77.2% 2021-22 Graduates	** 2022-23 Graduates	*FY 2024 data not yet available*	85%	87%

Benchmark: 87% [6] (by 2029)

*** Data not yet available, but coming soon. Follow-up surveys are currently in progress. Report is due to ICTE on April 30.*

II. Percentage of non-remedial courses (duplicated student headcount) completed in the fall term with a C or better. *Source: NIC Trends.* [CCM 108]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
81.0% 12,854/15,873 Fall 2019	80.3% 11,777/14,666 Fall 2020	82.2% 11,764/14,315 Fall 2021	84.3% 11,187/13,278 Fall 2022	*Fall 2023 cohort data not yet available*	80%	82%

Benchmark: 82% [7] (by 2029)

Goal 1, Objective C: Promote programs and services to enhance access and successful student transitions.

Performance Measures

I. Persistence Rate: Full-time, first-time and new transfer-in students who persist to spring or receive an award that first fall as a percentage of that population. *Source: NIC Trends.* [CCM 155]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
79.8% (604/757) Fall 2019 to Spring 2020	79.2% (568/717) Fall 2020 to Spring 2021	79.2% (563/711) Fall 2021 to Spring 2022	83.0% (508/612) Fall 2022 to Spring 2023	*Fall 2023 cohort data not yet available*	79%	80%

Benchmark: 80% [8] (by 2029)

II. Retention Rate: Full-time, first-time, degree/certificate-seeking student retention rates as defined by IPEDS. *Source: Integrated Postsecondary Education Data System (IPEDS).* [CCM 025]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
56.1% (361/644) Fall 2019 cohort	61.6% (366/594) Fall 2020 cohort	59.2% (363/613) Fall 2021 cohort	58.9% (308/523) Fall 2022 cohort *(Preliminary)*	*Fall 2023 cohort data not yet available*	61%	63%

Benchmark: 63% [9] (by 2029)

III. Retention Rate: Part-time, first-time, degree/certificate-seeking student retention rates as defined by IPEDS. *Source: Integrated Postsecondary Education Data System (IPEDS).* [CCM 026]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
35.4% (86/243) Fall 2019 cohort	38.6% (101/262) Fall 2020 cohort	46.8% (118/252) Fall 2021 cohort	40.2% (84/209) Fall 2022 cohort *(Preliminary)*	*Fall 2023 cohort data not yet available*	36%	37%

Benchmark: 37% [10] (by 2029)

IV. Percent of undergraduate, degree/certificate-seeking students completing 30 or more credits per academic year at the institution reporting. *Statewide Performance Measure. Source: NIC Trends.* [CCM 195]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
9.9% (288/2920)	10.2% (284/2785)	10.3% (268/2605)	11.2% (259/2306)	*FY 2024 data not yet available*	11%	11%

Benchmark: 11% [11] (by 2029)

V. Percent of first-time, full-time, degree/certificate-seeking students graduating within 150% of time. *Statewide Performance Measure. Source: Integrated Postsecondary Education Data System (IPEDS).* [CCM 196]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
28.1% (188/668) Fall 2017 Cohort	28.3% (194/686) Fall 2018 Cohort	26.4% (170/644) Fall 2019 Cohort	35.7% (212/594) Fall 2020 Cohort	*Fall 2021 cohort data not yet available*	28%	30%

Benchmark: 30% [12] (by 2029)

VI. Percent of first-time, full-time, degree/certificate-seeking students graduating within 100% of time. *Statewide Performance Measure. Source: Integrated Postsecondary Education Data System (IPEDS).* [CCM 199]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
18.7% (128/686) Fall 2018 Cohort	17.4% (112/644) Fall 2019 Cohort	25.4% (151/594) Fall 2020 Cohort	27.7% (170/613) Fall 2021 Cohort *(Preliminary)*	*Fall 2022 cohort data not yet available*	19%	20%

Benchmark: 20% [13] (by 2029)

GOAL 2: EDUCATIONAL EXCELLENCE

High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes.

<u>Goal 2, Objective A: Evaluate, create and adapt programs that respond to the educational and training needs of the region.</u>

Performance Measures

I. Market Penetration: Unduplicated headcount of credit students as a percentage of NIC's total service area population. *Source: NIC Trends.* [CCM 037]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
2.7% 6,586/245,861	2.4% 6,098/253,227	2.2% 5,717/265,384	2.0% 5,478/272,719	*FY 2024 data not yet available*	2.3%	2.0%

Benchmark: 2.0% [14] (by 2029)

II. Market Penetration: Unduplicated headcount of non-credit students as a percentage of NIC's total service area population. *Source: NIC Trends.* [CCM 038]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
1.8% 4,471/245,861	1.9% 4,794/253,227	1.6% 4,189/265,384	1.7% 4,757/272,719	*FY 2024 data not yet available*	1.8%	1.7%

Benchmark: 1.7% [15] (by 2029)

III. Percent of undergraduate, degree/certificate-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher. *Statewide Performance Measure. Source: NIC Trends.* [CCM 203/204]

Math

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
27.5% (145/528) 18-19 cohort	30.9% (146/473) 19-20 cohort	30.6% (129/422) 20-21 cohort	35.5% (138/389) 21-22 cohort	22-23 cohort data not yet available	33%	33%

English

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
70.9% (173/244) 18-19 cohort	60.7% (147/242) 19-20 cohort	65.0% (130/200) 20-21 cohort	69.7% (122/175) 21-22 cohort	22-23 cohort data not yet available	66%	66%

Benchmark: Math 33%; English 66% [16] (by 2029)

IV. Percent of new degree/certificate-seeking freshmen completing a gateway math course within two years. *Statewide Performance Measure. Source: NIC Trends.* [CCM 198]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
59.4% (326/549) 17-18 cohort	52.5% (294/560) 18-19 cohort	52.3% (274/524) 19-20 cohort	58.3% (297/509) 20-21 cohort	21-22 cohort data not yet available	55%	55%

Benchmark: 55% [17] (by 2029)

<u>Goal 2, Objective B: Engage students in critical and creative thinking through disciplinary and interdisciplinary teaching and learning.</u>

Performance Measures

I. Student perceptions of Student-Faculty Interactions. *Source: Community College Survey of Student Engagement (CCSSE).* [CCM 162]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
52.2 Spring 2017 Top Schools 58.5	50.9 Spring 2019 Top Schools 60.1	47.3 Spring 2021 Top Schools 60.7	51.0 Spring 2023 Top Schools 61.9	*Spring 2025 data not yet available*	N/A	50

Benchmark: Standardized Benchmark Mean of 50 [18] (by 2029)

Note: Survey administered every other year so data points may not line up with FY headers.

II. Student perceptions of Support for Learners. *Source: Community College Survey of Student Engagement (CCSSE).* [CCM 165]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
44.2 Spring 2017 Top Schools 58.4	48.6 Spring 2019 Top Schools 60.9	42.2 Spring 2021 Top Schools 60.5	46.0 Spring 2023 Top Schools 61.1	*Spring 2025 data not yet available*	N/A	50

Benchmark: Standardized Benchmark Mean of 50 [19] (by 2029)

Note: Survey administered every other year so data points may not line up with FY headers.

<u>Goal 2, Objective C: Strengthen institutional effectiveness, teaching excellence and student learning through challenging and relevant course content, and continuous assessment and improvement.</u>

Performance Measures

I. Percentage of Student Learning Outcomes Assessment (SLOA) goals met over 3-year plan. *Source: NIC Trends.* [CCM 114]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
81%	90%	90%	95%	*FY 2024 data not yet available*	90%	90%

Benchmark: At least 90% of SLOA goals are consistently progressing or met [20] (by 2029)

II. Full-time to Part-time faculty ratio. *Source: NIC Trends.* [CCM 029]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
0.7:1.0 150FT & 213PT	0.8:1.0 144FT & 173PT	0.9:1.0 131FT & 153PT	0.7:1.0 114FT & 172PT	*FY 2024 data not yet available*	0.8:1.0	0.8:1.0

Benchmark: No less than 0.8:1.0 [21] (by 2029)

<u>Goal 2, Objective D: Recognize and expand faculty and staff scholarship through professional development.</u>

Performance Measures

I. Professional Development resources are disbursed through a competitive and peer-reviewed process annually. *Source: NIC Trends.* [CCM 115]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
$89,267	$59,345	$103,502	$132,122	*FY 2024 data not yet available*	Maintain or increase funding levels	Maintain or increase funding levels

Benchmark: Maintain or increase funding levels [22] (by 2029)
Note: FY20 and FY21 decline due to COVID-related travel restrictions.

GOAL 3: COMMUNITY ENGAGEMENT
Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs.

Goal 3, Objective A: Advance and nurture relationships throughout our service region to enhance the lives of the citizens and students we serve.

Performance Measures

I. Percentage of student evaluations of workforce training and community education courses with a satisfaction rating of above average. *Source: NIC Trends.* [CCM 054]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
98% (281/286)	96% (303/317)	99% (214/217)	97% (286/295)	*FY 2024 data not yet available*	96%	96%

Benchmark: 96% [23] (by 2029)

Goal 3, Objective B: Demonstrate commitment to the economic/business development of the region.

Performance Measures:

I. Licensure Pass Rates. *Source: NIC Trends.* [CCM 091]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
93%	96%	96%	93%	*FY 2024 data not yet available*	90%	90%

Benchmark: 90% [24] (by 2029)

Goal 3, Objective C: Promote North Idaho College in the communities we serve.

Performance Measures

I. Dual Credit annual credit hours taught in the high schools as percentage of total dual credit hours taught. *Source: Idaho State Board of Education Dual Credit Report.* [CCM 020]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
7,721 credits 39.3% of total	6,218 credits 33.5% of total	6,857 credits 36.6% of total	6,809 credits 36.3% of total	*FY 2024 data not yet available*	34%	35%

Benchmark: 35% (by 2029) [25]

II. Dual Credit annual credit hours as percentage of total credits. *Source: Idaho State Board of Education Dual Credit Report.* [CCM 019]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
19,658 credits 21% of total	18,534 credits 21% of total	18,722 credits 22% of total	18,743 credits 24% of total	*FY 2024 data not yet available*	20%	21%

Benchmark: 21% [26] (by 2029)

III. Dual Credit unduplicated annual headcount and percentage of total. *Source: Idaho State Board of Education Dual Credit Report.* [CCM 017]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
1,970 30% of total	1,670 27% of total	1,636 29% of total	1,750 32% of total	*FY 2024 data not yet available*	27%	28%

Benchmark: 28%[27] (by 2029)

Goal 3, Objective D: Enhance community access to college.

Performance Measures

I. Distance Learning proportion of credit hours. *Source: National Community College Benchmarking Project (NCCBP).* [CCM 258]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
24.5% 11,099/45,355 Fall 2019	43.9% 18,828/42,874 Fall 2020	39.5% 16,399/41,517 Fall 2021	37.2% 14,320/38,535 Fall 2022	*Fall 2023 cohort data not yet available*	30%	30%

Benchmark: 30% of total student credit hours is achieved[28] (by 2029)

GOAL 4: DIVERSITY

A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency.

Goal 4, Objective A: Foster a culture of inclusion.

Performance Measures

I. Percentage of students enrolled from diverse populations. *Source: NIC Trends.* [CCM 105]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
77.8% White 14.5% Other 7.7% Unknown	77.9% White 14.9% Other 7.2% Unknown	77.4% White 15.1% Other 7.5% Unknown	73.7% White 14.9% Other 11.4% Unknown	*FY 2024 data not yet available*	Maintain a diverse, or more diverse population than the population within NIC's service region	Maintain a diverse, or more diverse population than the population within NIC's service region

Benchmark: Maintain a diverse, or more diverse population than the population within NIC's service region[29] (by 2029)

Goal 4, Objective B: Promote a safe and respectful environment.

Performance Measures

I. Percentage of students surveyed that perceive NIC encourages contact among students from different economic, social, and racial or ethnic backgrounds. *Source: Community College Survey of Student Engagement (CCSSE).* [CCM 106]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
38.4% Spring 2017 National Average 55.1%	50.1% Spring 2019 National Average 56.2%	40.9% Spring 2021 National Average 57.3%	51.5% Spring 2023 National Average 59.4%	*Spring 2025 data not yet available*	N/A	45%

Benchmark: 45% [30] (by 2029)
Note: Survey administered every other year so data points may not line up with FY headers.

Goal 4, Objective C: Develop culturally competent faculty, staff and students.

Performance Measures

I. Number of degree/certificate-seeking students who met the proficiency outcomes for identified GEM 5 and GEM 6 diversity competencies. *Source: NIC Trends.* [CCM 174]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
88%	87%	88%	92% *(Preliminary)*	*FY 2024 data not yet available*	87%	90%

Benchmark: 90% of degree/certificate-seeking students [31] (by 2029)

GOAL 5: STEWARDSHIP

Economic and environmental sustainability through leadership, awareness, and responsiveness to changing community resources.

Goal 5, Objective A: Exhibit trustworthy stewardship of resources.

Performance Measures

I. Tuition revenue as a percentage of total revenue. *Source: NIC Trends.* [CCM 172]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
23.1%	21.3%	21.3%	18.0%	*FY 2024 data not yet available*	21%	Total tuition revenue not to exceed 33.3% of revenue

Benchmark: Total tuition revenue not to exceed 33.3% of revenue [32] (by 2029)

II. Tuition and Fees for full-time, first-time, in-district students, full academic year. Source: Integrated Postsecondary Education Data System (IPEDS). [CCM 130]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
$3,396 NIC Percentile Score 73%	$3,396 NIC Percentile Score 73%	$3,396 NIC Percentile Score 73%	$3,396 NIC Percentile Score 73%	*FY 2024 data not yet available*	73%	75%

Benchmark: 75th percentile [33] (by 2029)
Note: Higher percentile scores represent lower costs. For example, data indicates that NIC is less expensive than 73% of the institutions in its peer comparison group. Benchmark/target is to reach 75%.

III. Auxiliary Services generates sufficient revenue (net income) to cover direct costs of operations. *Source: NIC Trends.* [CCM 170]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
($130,011)	($90,281)	$206,258	$381,459	*FY 2024 data not yet available*	Annual direct costs maintained	Annual direct costs maintained

Benchmark: Annual direct costs maintained [34] (by 2029)

Goal 5, Objective B: Demonstrate commitment to an inclusive and integrated planning environment.

Performance Measures

I. NIC will utilize the Postsecondary Data Partnership (PDP) Dashboards
Benchmark: By 2024
Note: This target has been achieved; measure is currently under review.

Goal 5, Objective C: Explore, adopt, and promote initiatives that help sustain the environment.

Performance Measures

II. Energy consumption per gross square foot as determined by gas/electric costs. *Source: NIC Trends.* [CCM 192]

					Benchmark	
FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2029**
$0.86 per gross square foot $653,996/ 756,863 sq ft	$0.90 per gross square foot $683,073/ 756,863 sq ft	$0.95 per gross square foot $722,741/ 756,863 sq ft	$1.06 per gross square foot $823,293/ 776,863 sq ft	*FY 2024 data not yet available*	$0.90 per gross square foot	$0.90 per gross square foot

Benchmark: $0.90 per gross square foot [35] (by 2029)

KEY EXTERNAL FACTORS

- North Idaho College is currently under an extended show-cause sanction imposed by the Northwest Commission on Colleges and Universities
- Changes in the economic environment, including the COVID-19 pandemic
- Changes in local, state, or federal funding levels
- Changes in local, state, or national educational priorities
- Changes in education market (competitive environment)

EVALUATION PROCESS

- Details of implementation
    - The Institutional Research Team, along with NIC's Provost, leads the President's Cabinet in an annual review and revision of the strategic plan. The strategic plan is organized to align with North Idaho College's core values. Together, the core values and the strategic plan guide NIC to mission fulfillment.

- Status of goals and objectives
    - North Idaho College's goals for the strategic plan are also the college's core values. The objectives to meet the goals are reviewed with the data collected to determine if benchmarks have been met. The review process often leads to the following questions:
        - Is the data we are collecting providing information related to goal attainment?
        - Is additional data needed to better understand goal attainment?
        - Do the objectives need revision to reach goal attainment?
    - There were no substantial changes made to the goals and objectives in the past academic year.

Footnotes

[1] Benchmark is set based on IPEDS data from comparator institutions combined with current institutional challenges the desired level of achievement. Numbers for those comparator institutions range between 59% and 63% (based on median of comparator group institutions, 2011-12 through 2014-15, latest available). Cohort includes first-time degree/certificate-seeking and new transfer degree/certificate-seeking students for the fiscal year. Includes students who received a degree/certificate, transferred, or are still enrolled after eight years. [CCM 257]

[2] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. National Student Clearinghouse results were used to calculate these numbers. Numbers are as of 02/28/2024. Data refreshes nightly so prior year trends may have changed slightly. Students who graduate during a fall or winter term may not be fully represented. FY20-FY22 (2019 cohort-2021 cohort) updated March 2024 to reflect latest data available. [CCM 227]

[3] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. National Student Clearinghouse results were used to calculate these numbers. Numbers are as of 02/28/2024. Data refreshes nightly so prior year trends may have changed slightly. Other Institutions excludes NIC. Students who graduate during a fall or winter term may not be fully represented. FY20-FY22 (2019 cohort-2021 cohort) updated March 2024 to reflect latest data available [CCM 228]

[4] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Total awards by award level. Historical data has been revised to reflect current IPEDS definitions which reflect a change in methodology, effective October 2020. Data prior to FY21 may not reflect what was previously reported to IPEDS. [CCM 238]

[5] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Counts are unduplicated by award level. Historical data has been revised to reflect current IPEDS definitions which reflect a change in methodology, effective October 2020. Data prior to FY21 may not reflect what was previously reported to IPEDS. [CCM 239]

[6] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. This measure is currently under review due in part to methodology differences that exist between data collection processes. Positive placement includes employed and/or employed related to training. Percentages are calculated on respondents only. [CCM 177]

[7] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. This measure represents the number of students (duplicated headcount) who completed non-remedial courses with a C or better (or P or S). Denominator is the duplicated count of students enrolled in non-remedial courses at the end of term. Does not include labs, incompletes, or audits. [CCM 108]

[8] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. [CCM 155]

[9] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Benchmark calculations exclude the outlier year. Anticipate FYE program to increase retention. This cohort represents a small percentage of NIC's total credit student population. FY23 numbers (Fall 2022 cohort) are pre-IPEDS submission and should be considered preliminary at this point. FY21-FY22 (Fall 2020 cohort-Fall 2021 cohort) updated March 2024 to reflect latest data available. [CCM 025]

[10] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Benchmark calculations exclude the outlier year. Anticipate FYE program to

increase retention. This cohort represents a small percentage of NIC's total credit student population. FY23 (Fall 2022 cohort) numbers are pre-IPEDS submission and should be considered preliminary at this point. FY22 (Fall 2021 cohort) updated March 2024 to reflect latest data available. [CCM 026]

[11] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Based on a cohort of students that excludes non-degree/certificate-seeking, Dual Credit, and 100% audits. Includes registered credits and credits awarded through placement tests, Summer/Fall/Spring. Refreshed nightly so numbers may change slightly, i.e., incomplete grade changes. [CCM 195]

[12] Benchmark is set based on IPEDS data from comparator institutions combined with current institutional challenges and the desired level of achievement. [CCM 196]

[13] Benchmark is set based on IPEDS data from comparator combined with current institutional challenges and the desired level of achievement. FY23 numbers (Fall 2021 cohort) are pre-IPEDS submission and should be considered preliminary at this point. [CCM 199]

[14] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Benchmark factors in decrease in enrollment and increase in population. Service Area population numbers are based on latest United States Census Bureau estimates (2022). [CCM 037]

[15] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. FY22 enrollment decline due to fewer Community Education courses now being offered. Benchmark factors in decrease in enrollment and increase in population. Service Area population numbers are based on latest United States Census Bureau estimates (2022). [CCM 038]

[16] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. FY20-FY22 (18-19 cohort - 20-21 cohort, English) updated March 2024 to reflect latest data available. [CCM 203/204]

[17] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Full year cohort, first-time degree/certificate-seeking, full- and part-time (IPEDS). Gateway courses include MATH 123, 130, 143, 147, 157, 160, 170, and 253. [CCM 198]

[18] Benchmark is set based on the standardized mean of benchmark scores. Data points represent benchmark scores for the CCSSE Benchmark: Student-Faculty Interaction. Benchmarks are groups of conceptually related survey items that address key areas of student engagement. Benchmark scores are standardized to have a mean of 50 and a standard deviation of 25 across all respondents. Top Schools are those that scored in the top 10 percent of the cohort by benchmark. CCSSE is a survey administered to community college students across the nation. [CCM 162]

[19] Benchmark is set based on the standardized mean of benchmark scores. Data points represent benchmark scores for the CCSSE Benchmark: Support for Learners. Benchmarks are groups of conceptually related survey items that address key areas of student engagement. Benchmark scores are standardized to have a mean of 50 and a standard deviation of 25 across all respondents. Top Schools are those that scored in the top 10 percent of the cohort by benchmark. CCSSE is a survey administered to community college students across the nation. [CCM 165]

[20] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Each action for the goals is rated on a scale of 1 to 3: 3 = Action Met, 2 = Consistently Progressing, or 1 = Not Attempted. N/A = future timeline for the goal. The mean score of all actions is calculated and the percentage is used to evaluate this measure. The goals are evaluated annually. [CCM 114]

[21] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Counts include all active employees. FY22 revised March 2024. [CCM 029]

[22] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Reflects the total of the Faculty PIP, Staff PIP, and Professional Development Fund and all expenses in the staff development line item for the general fund departments. Does not include tuition waivers for NIC courses taken by NIC employees. FY20 and FY21 substantially lower than prior years due to COVID-related travel restrictions. [CCM 115]

[23] FY22 cohort of students is smaller due to a decrease in number of Community Education classes offered. Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. [CCM 054]

[24] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Percentages shown reflect the average pass rate of all programs. Programs may vary year to year. FY23 includes Medical Assistant, Medical Lab Technology, Physical Therapist Assistant, Practical Nursing, Radiography Technology, Registered Nursing, and Surgical Technology. In the evaluation of NIC's strategic plan, there is an additional benchmark that is considered aspirational and is extra-ordinary compared with similar institutions (peer groups). This component acknowledges that NIC has achieved a level of excellence on a particular measure and has little room for improvement, but should be encouraged to sustain this high level over time. Performance in the top third of the relevant comparator group is the threshold for sustained excellence for most measures. However, for any measure involving the performance of students on professional and occupational licensure tests, sustained excellence is considered to have been met with a passage rate of 90 percent or above. FY21 updated March 2024. [CCM 091]

[25] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. [CCM 020]

[26] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. [CCM 019]

[27] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. [CCM 017]

[28] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Data reflects the number of Distance Learning student credit hours out of number of both distance and non-distance student credit hours, end-of-term. Includes courses and programs in which ALL instructional portions can be completed remotely. Non-instructional, in-person requirements (e.g., orientation and testing) does not exclude a course or program from being classified as exclusively distance learning. This includes credit distance learning courses that are web-based, computer mediated, asynchronously AND synchronously via zoom, etc. in which the learner and learning resources can be generally separated by time and/or space. Does not include hybrid or other courses that require a portion to be done in person. [CCM 258]

[29] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Latest NIC Service Region comparison = 88.7% White, 9.3% Other, and 2.0% Unknown. (Source: U.S. Census Bureau Quick Facts, July 2022). [CCM 105]

[30] Benchmark is based on national comparators combined with the desired level of achievement. Represents the percentage of students who answered "quite a bit" or "very much" to one individual survey question. The Community College Survey of Student Engagement (CCSSE) is a survey administered to community college students across the nation. [CCM 106]

[31] Proficiency outcomes were defined in the spring of 2021. GEM = General Education Requirements. GEM 5 = Humanistic & Artistic Ways of Knowing; GEM 6 = Social & Behavioral Ways of Knowing. Note: NIC started collecting proficiency outcome for all GEM courses in FY19. During the first year a limited number of courses were assessed. The college expects an increase in the number of courses assessed to increase as more faculty participate in the process. Consequently, the college is predicting a decrease in the percentage of students who meet the proficiency outcomes. Percentages represent the weighted average of GEM 5 and GEM 6. FY23 is currently under review and should be considered preliminary at this point. [CCM 174]

[32] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. FY21 decline due in part to CARES federal funding received. [CCM 172]

[33] Benchmark is set based on IPEDS data from comparator institutions combined with the desired level of achievement. Higher percentile scores represent lower costs. For example, data indicates that NIC is less expensive than 73% of the institutions in its peer comparison group. Benchmark/target is to reach 75%. [CCM 130]

[34] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. Auxiliary Services Operating Units include: Bookstore, Dining Services, Residence Hall, Student Union Operations, Financial Services, and the Student Wellness & Recreation Center. These Operating Units provide services to the students and the North Idaho College campuses that are not covered by tuition dollars and/or state fees. Continuing enrollment decline resulted in lower student fee generation, the primary source of funding for Student Union Operations and the Student Wellness & Recreation Center. FY23 Revenues from Sales and Operational Expenses are markedly higher than FY22 due the accounting treatment caused by a change to a Management Fee agreement with North Idaho College's food service provider, Sodexo America LLC. Debt-service for the Residence Hall was retired in FY22. Remaining debt-service attaches to the Student Wellness & Recreation Center, including principal and interest for FY23. Stewardship is displayed by leveraging resources to contribute to the economic viability of North Idaho College. [CCM 170]

[35] Benchmark is set based on an analysis of historical trends combined with current institutional challenges and the desired level of achievement. [CCM 192]

FY2025-FY2029

Idaho Department of Education Strategic Plan

MISSION STATEMENT

To support Idaho students, educators, and school leaders with the tools and resources needed to achieve academic excellence through strategic thought, leadership, and policy alignment.

VISION STATEMENT

All Idaho students have access to a high-quality education that prepares them for their future with skills and job readiness to become engaged, successful citizens.

GUIDING VALUES

Listen with intention.

Lean into collaboration.

Lead with integrity.

GOAL 1: MODERNIZE EDUCATION FUNDING

Objective A: Determine costs of providing K-12 education in Idaho and recommend equitable funding.

Performance Measures:

I. Evaluate and report rural education costs vs. urban costs and define each. Target 12/1/25.
II. Definitions. Target 7/22/25.
III. Identify differences in rural and urban LEA costs through five-year historical comparisons of LEAs. Target 12/1/25.
IV. Evaluate and report virtual vs. brick and mortar LEA expenditures. Target 12/1/25.
V. Develop budget with increased discretionary funding flexibility. Target 12/1/25.
VI. Explore changes to funding model that reflects contemporary needs. Budget accordingly. Target 12/31/25.
VII. Compare assets and liabilities of 4 day vs. 5 day school weeks. Target 11/1/25.

Objective B: Stabilize Federal funding dependence without decreasing support for underserved students.

Performance Measures:

I. Quantify school district dependence on federal funding for employees/programs. Target 11/1/25.
II. Suggest alternatives to increased federal funding dependence. Target 11/1/25.
III. Evaluate and report risk and rewards of stabilizing Federal funding to Idaho. Target 1/1/26.

Objective C: Reduce district dependency on school levies and bonds through increased responsibility of other stakeholders.

Performance Measures:

I. Report Values of bonds and levies passed and failed (past 20+ years). Target 12/31/25.
II. What are the reported uses of supplemental levies in Idaho? Regional Analysis? Target 12/31/25.
III. Analyze the effect of 2023 funding increases and recommend adjustments. Target 12/1/25.
IV. Explore additional state support that will reduce reliance on supplemental levies. Target 12/31/25.

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V. Analyze and recommend options for updating state support for facilities (e.g., revolving loan). Target 1/1/26.
VI. Analyze and recommend options for state funded building construction. Target 1/1/26.

Objective D: Examine the value/roots/motivation/benefits of per pupil funding.

I. Reevaluate unit calculation. Target 12/31/25.
II. Reevaluate seat time calculation. Target 12/31/25.
III. Review Title 33 for relevance. Target 12/31/25.

Objective E: Align funding with Idaho Department of Education Goals.

I. Review existing line items and their alignment with Department goals. Target 9/1/25.
II. Align Department administrative structure with Department goals. Target 12/31/25.

GOAL 2: STUDENT ACHIEVEMENT GOALS

Objective A: Improve Idaho student achievement growth.

Performance Measures:

I. Directly train 3 Idaho schools in the 2023/24 SY in the Professional Learning Community process. Develop background for future development. Year 2: Target 10+ LEA's (same process). Target 7/30/26.
II. Offer 4 early literacy, face-to-face professional development opportunities, with an emphasis on Dyslexia. Target 8/30/26.
III. Staff will personally visit 3/4, about 135, of the LEAs and charter schools in SY 2023/24. Target 7/30/26.
IV. SDE will assist in at least 10 school districts in the critique and selection of research-based curricula, proven effective with Idaho students. Target 7/30/26.
V. Visually clear (easy to read) student cohort data in reading and math. Target 7/1/26.
VI. Establish statewide reading goals for "below basic" readers on IRI. Target 12/14/25.

Objective B: Improve the mental and behavioral health of Idaho students

Performance Measures:

I. Work with education and community partners to identify existing resources.
II. Identify, highlight, and replicate existing/ successful Idaho-based programs. Target 3/31/26.
III. Identify gaps in mental health services for Idaho students. Target 12/30/26.

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IV. Support advocacy for parents meeting with schools and assist with conflict resolution. Target 7/1/27.
V. Support professional development for special education teachers and directors. Target 7/1/27.
VI. Help general education teachers clearly understand the differences between mental health issues and special education needs. Target 7/1/27.

Objective C: Train education stakeholders in developing and implementing meaningful assessment tools

Performance Measures:

I. Solicit stakeholder input around the state- required IRI assessment. Target 2/1/26.
II. Develop an RFP for the Idaho Reading Indicator. Target 2/28/26.
III. Solicit stakeholder input around the ESSA-required state assessment (ISAT). Target 2/1/27.
IV. Develop an RFP for the Idaho Standards of Achievement Test (ISAT). Target 6/30/27.
V. Solicit stakeholder input around the Idaho dyslexia screening tool. Target 2/1/27.
VI. Develop an RFP for the Idaho dyslexia screening tool.6/30/27.
VII. Solicit stakeholder input around the federally-required SDE report card. Target 2/1/26.
VIII. Develop an RFP for the federally- required SDE report card (idahoschools.org). Target 3/28/26.

Objective D: Identify essential standards for math and science

Performance Measures:

I. Establish workgroup to identify essential standards for math. Target 4/30/26.
II. Create SDE document identifying essential standards for math. Target 6/30/26.
III. Establish workgroup to identify essential standards for ELA. Target 8/30/26.
IV. Create SDE document identifying essential standards for ELA. Target 4/30/27.
V. Establish workgroup to identify essential standards for science. Target 8/30/27.
VI. Create SDE document identifying essential standards for science. Target 4/30/26.
VII. Review and discuss ESSA-required summative assessment option with USDOE. Target 2/15/26.

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GOAL 3: ATTRACT AND RETAIN LEADERS

Objective A: recruit new teachers and administrators to Idaho K-12 schools.

Performance Measures:

I. Define measurability of recruitment and determine benchmark. Target 11/15/25.
II. Provide incentives for teacher candidates in approved teacher prep programs. Target 12/1/25.
III. Surrounding states starting salaries. Target 12/31/25.

Objective B: Retain Idaho's highest performing teachers

Performance Measures:

I. Help Idaho's teachers feel appreciated and recognized. Create a culture of respect and value. Target 1/1/27.
II. Support school districts in providing high quality mentorship for educators. Specifically for educators in their first three years. Target 6/30/26.
III. Accumulate ideas for specifically defining mentoring in Idaho education. Target 2/15/26
IV. Ensure that every district can access quality mentoring for their staff. Target 3/15/26.
V. Support required training for school board members. Target 4/1/26.

Objective C: Retain Idaho's highest performing administrators

Performance Measures:

I. Orientation training for new superintendents. Target 1/1/26.
II. Training for all superintendents (Idaho superintendent's network). Target 1/1/26.
III. SDE will assist education partners in school board training related to hiring and evaluating superintendents. Target 6/30/27.

Objective D: Hire and retain exceptional teammates at the Idaho Department of Education

Performance Measures:

I. Define what exceptional teammate means. Target 7/1/26.
II. Determine baseline retention rate for exceptional teammates. Target 8/1/26.
III. Monitor retention rate. Target 7/1/28.

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GOAL 4: PREPARE STUDENTS FOR LIFE

Objective A: Prepare students for all options following high school graduation

Performance Measures:

I. Award grant monies from Idaho Career Ready Students. Target 12/31/25.
II. Track Launch enrollment. Target 7/1/26.
III. Idaho Career Ready Students granting council membership. Target 7/1/26.

Objective B: Improve Financial Literacy of Idaho Students

Performance Measures:

I. Work towards a full credit for the required class. Target 6/1/27.
II. Leverage free curriculums.

Objective C: Review and Update Graduation Requirements

Performance Measures:

I. Establish a committee to provide recommendation to SBOE. Target 6/30/26.

KEY EXTERNAL FACTORS

Movement toward meeting these goals is contingent on many factors outside the control of the Idaho Department of Education. Key to this is that K-12 funding is primarily provided by the Idaho Legislature. The Idaho Department of Education does not select this body.

Another factor outside the sphere of influence of the Department is the changing demographics of the state. A large number of immigrants, and retired, out of state residents have come to Idaho. They affect the political tenor of Idaho's politics.

A final external fact influencing the achievement of goals is the economy of Idaho. It influences money available, workforce needs, and more.

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University of Idaho
Strategic Plan and Process

FY25 – FY29

Base 10-year plan established for 2016 – 2025; approved by the SBOE June 2016
Reviewed and submitted March 2024 for FY25 – FY29

MISSION STATEMENT

The University of Idaho will shape the future through innovative thinking, community engagement and transformative education.

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity, we will enhance the scientific, economic, social, legal, and cultural assets of our state and develop solutions for complex problems facing our society. We will continue to deliver focused excellence in teaching, research, outreach, and engagement in a collaborative environment at our residential main campus in Moscow, regional centers, extension offices and research facilities across Idaho. Consistent with the land-grant ideal, we will ensure that our outreach activities serve the state and strengthen our teaching, scholarly and creative capacities statewide.

Our educational offerings will transform the lives of our students through engaged learning and self-reflection. Our teaching and learning will include undergraduate, graduate, professional and continuing education offered through face-to-face instruction, technology-enabled delivery, and hands-on experience. Our educational programs will strive for excellence and will be enriched by the knowledge, collaboration, diversity and creativity of our faculty, students, and staff.

VISION STATEMENT

The University of Idaho will expand the institution's intellectual and economic impact and make higher education relevant and accessible to qualified students of all backgrounds.

GOAL 1: Innovate
Scholarly and creative work with impact

Scholarly and creative products of the highest quality and scope, resulting in significant positive impact for the region and the world.[1]

Objective A: *Build a culture of collaboration that increases scholarly and creative productivity through interdisciplinary, regional, national and global partnerships.*

Performance Measures:

I. Research Expenditures ($ thousand)[2]

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
113,107	112,810	105,900	135,901	Available Later	**114**	**116**

Objective B: *Create, validate and apply knowledge through the co-production of scholarly and creative works by students, staff, faculty and diverse external partners.*

Performance Measures:

I. Terminal degrees in given field (PhD, MFA, etc.)

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
242	322	403	386	Available Later	**325**	**345**

II. Number of Postdocs, and Non-faculty Research Staff with Doctorates

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
103	106	122	202	Available Later	**110**	**120**

III. Number of undergraduate and graduate students paid from sponsored projects (System wide metric)

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
657 (UG) & 418 (GR) 1,075 Total	660 (UG) & 390 (GR) 1,050 Total	740 (UG) & 336 (GR) 1,076 Total	725 (UG) & 342 (GR) 1,067 Total	Available Later	**675 (UG) & 425 (GR) 1,100 Total**	**700 (UG) & 500 (GR) 1,200 Total**

IV. Percentage of students involved in undergraduate research (System wide metric)

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
60%	56%	53%	55%	Available Later	**60%**	**65%**

Objective C: *Grow reputation by increasing the range, number, type and size of external awards, exhibitions, publications, presentations, performances, contracts, commissions and grants.*

Performance Measures

I. Invention Disclosures

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
35	29	20	12	Available Later	**30**	**33**

GOAL 2: Engage
Outreach that inspires innovation and culture

Suggest and influence change that addresses societal needs and global issues, and advances economic development and culture.

Objective A: *Inventory and continuously assess engagement programs and select new opportunities and methods that provide solutions for societal or global issues, support economic drivers and/or promote the advancement of culture.*

Performance Measures:

I. Go-On Impact[3]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
41.4%	41.4%	41.4%	41.4%	Available Later	**42%**	**43%**

Objective B: *Develop community, regional, national and/or international collaborations which promote innovation and use University of Idaho research and creative expertise to address emerging issues.*

Performance Measures:

I. Percentage Faculty Collaboration with Communities (HERI)[4]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
57%	57%	57%	57%	Available Later	**60%**	**65%**

II. Economic Impact ($ Billion)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
1.10	1.01	1.01	1.01	Available Periodically	**1.1**	**1.2**

Objective C: *Engage individuals (alumni, friends, stakeholders and collaborators), businesses, industry, agencies and communities in meaningful and beneficial ways that support the University of Idaho's mission.*

Performance Measures:

I. Number of Direct UI Extension Contacts

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
440,793	220,402	265,661	481,809	Available Later	**350,000**	**430,000**

II. NSSE Mean Service Learning, Field Placement or Study Abroad

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
53%	53%	45%	45%	Available Later	**55%**	**60%**

III. Alumni Participation Rate[5]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
8.0%	7.4%	6.5%	4.6%	Available Later	**8.5%**	**10%**

IV. Dual credit (System wide metric) a) Total Credit Hours b) Unduplicated Headcount

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
11,504 / 2,371	8,996 / 1,886	8,835 / 1,868	12,051 / 2,506	Available Later	**11,500/2,370**	**12,500/2,660**

GOAL 3: Transform
Educational experiences that improve lives

Increase our educational impact.

Objective A: *Provide greater access to educational opportunities to meet the evolving needs of society.*

Performance Measures:

I. Enrollment

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
11,926	10,791	11,303	11,507	11,849	**11,750**	**13,000**

Objective B: *Foster educational excellence via curricular innovation and evolution.*

Performance Measures:

I. Retention – New Students (System wide metric)

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
76.7% Cohort 2019-20	74.3% Cohort 2020-21	73.5% Cohort 2021-22	75.0% Cohort 2022-23	Available Census Date	**80%**	**84%**

II. Retention – Transfer Students (System wide metric)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
82.9% Cohort 2019-20	79.7% Cohort 2020-21	79.6% Cohort 2021-22	84.1% Cohort 2022-23	Available Census Date	**80%**	**84%**

III. a)Graduates (All Degrees:IPEDS)[6], b)Undergraduate Degree (PMR), c) Graduate / Prof Degree (PMR)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
2,646 1,675 592/132	2,474 1,568 526/171	2,543 1,507 595/208	2,475 1,457 654/145	Available Later	**2,500** **1,600** **600/150**	**3,000** **1,850** **800/150**

IV. NSSE High Impact Practices

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
77%	77%	70%	70%	Available Later	**77%**	**80%**

V. Remediation a) Number, b) % of annual first time freshman from Idaho who need remediation in English/Reading

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
220/1,005 22%	351/1,054 33%	402/1,157 35%	566/1,227 46%	Avail Later	**250/ 25%**	**142/ 12%**

VI. Number of UG degrees/certificates produced annually (Source: IPEDS Completions 1st & 2nd Major) Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
Bachelors: 1,881	Bachelors: 1,738	Bachelors: 1,712	Bachelors: 1,645	Available Later	**1,800**	**2,000**

VII. Percentage of UG degree-seeking students taking a remedial course who complete a subsequent credit-bearing course with a C or higher within one year of remedial enrollment Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
Math 50.0% ENGL 73.4%	Math 52.4% ENGL 69.0%	Math 56.6.% ENGL 71.0%	Math 48.3% ENGL 65.1%	Math 40.7% ENGL 63.7%	**Math 54% ENGL 70%**	**Math 56% ENGL 77%**

VIII. Percentage of first-time UG degree seeking students completing a gateway math course within two years of enrollment.* Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
59.1%	60.7%	59.3%	52.6%	Available Later	**62%**	**74%**

** Course meeting the Math general education requirement.*

IX. Percentage of students completing 30 or more credits per academic year. Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
6,641 2,787 42%	6,288 2,631 41.8%	6,368 2,455 38.6%	6,659 2,620 39.3%	Available Later	**42%**	**44%**

X. Percentage of first-time, full-time UG degree/certificate seeking students who graduate within 100% of time. Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
40.7% Cohort 2016-17	41.1% Cohort 2017-18	42.9% Cohort 2018-19	42.7% Cohort 2019-20	Available Later	**42%**	**44%**

XI. Percentage of first-time, full-time UG degree/certificate seeking students who graduate within 150% of time (Source: IPEDS). Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
59.5% Cohort 2014-15	59.1% Cohort 2015-16	61.0% Cohort 2016-17	60.8% Cohort 2017-18	Available Later	**60%**	**62%**

XII. Number of UG programs offering structured schedules.* Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
Retired by SBOE	Retired by SBOE	Retired by SBOE	Retired by SBOE	Retired by SBOE	**155/155**	**155/155**

**The definition of this metric was unclear, but all programs have an approved plan of study.*

XIII. Number of UG unduplicated degree/certificate graduates. Statewide Performance Measure

FY20 (2019-2020)	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY25 (2024-2025)	**FY29 (2028-2029)**
Bachelors: 1,675	Bachelors: 1,568	Bachelors: 1,507	Bachelors: 1,457	Available Later	**1,650**[4]	**2,000**[4]

Objective C: *Create an inclusive learning environment that encourages students to take an active role in their student experience.*

Performance Measures:

I. Equity Metric: First term GPA & Credits (% equivalent)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
62.5%/62.5%	75%/75%	75%/87.5%	100%/87.5%	Available Later	**90%/90%**	**90%/90%**

GOAL 4: Cultivate
A valued and diverse community

Foster an inclusive, diverse community of students, faculty and staff and improve cohesion and morale.

Objective A: *Build an inclusive, diverse community that welcomes multicultural and international perspectives.*

Performance Measures:

I. Multicultural Student Enrollment (head count)[7]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
2,613	2,406	2,607	2,690	2,740	**2,750**	**3,305**

II. International Student Enrollment (heads)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
662	475	526	648	683	**500**	**750**

III. Percentage Multicultural a) Faculty and b) Staff

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
21.3% / 13.2%	20.6% / 13.4%	21.0% / 14.6%	21.3% / 14.7%	Available Later	**22% / 14%**	**23% / 15%**

Objective B: *Enhance the University of Idaho's ability to compete for and retain outstanding scholars and skilled staff.*

Performance Measures:

I. Chronicle Survey Score: Job Satisfaction[8]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
Survey avg in the 2nd group of 5	Survey avg in the 3rd group of 5	Survey avg in the 3rd group of 5	Survey avg in the 3rd group of 5	Available Later	**Survey avg in the 4th group of 5**	**Survey avg in the 4th group of 5**

II. Full-time Staff Turnover Rate[9]

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
23.5%	19.7%	30%	28%	Available Later	**17%**	**15%**

Objective C: *Improve efficiency, transparency and communication.*

Performance Measures:

I. Cost per credit hour (System wide metric)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
$423	$507	$404	$361	Available Later	**$500**	**$400**

II. Efficiency (graduates per $100K) (System wide metric)

FY20 (2019-2020)	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY25 (2024-2025)	**FY29 (2028-2029)**
0.97	0.88	1.06	1.07	Available Later	**1.00**	**1.25**

Key External Factors

Factors beyond our control that affect achievement of goals

- *The COVID pandemic, and its impact on enrollment, retention, and the go-on rate.*
- *The general economy, tax funding and allocations to higher education.*
- *The overall number of students graduating from high school in Idaho and the region.*
- *Federal guidelines for eligibility for financial aid.*
- *Increased administrative burden increasing the cost of delivery of education, outreach and research activities.*

Evaluation Process

A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.

The metrics will be reviewed annually to evaluate their continued appropriateness in assessing the various goals and processes. As the feedback from the annual review process is reviewed, the effectiveness of the processes will be refined. These feedback cycles are in place for Strategic Plan Metrics, Program Prioritization Metrics, and External Program Review Process. A continued examination of various elements of community need is conducted as well.

[1] Quality and scope will be measured via comparison to Carnegie R1 institutions with the intent of the University of Idaho attaining R1 status by 2025. See methodology as described on the Carnegie Foundation website (http://carnegieclassifications.iu.edu/).
[2] This was established as a means to achieve our end goal for enrollment and R1 status by 2025.
[3] Measured via survey of newly enrolled students, For students who answered "Yes or No", "Somewhat No" or "Definitely no" to "In your high school junior year, were you already planning to attend college (UI or other)?" the percent that responded "Yes or No", "Somewhat Yes" or "Definitely Yes" to "Have the University of Idaho's information and recruitment efforts over the last year impacted your decision to go to college?"
[4] Internally set standard to assure program quality.
[5] Given data availability and importance for national rankings, percent of alumni giving is used for this measure.
[6] The Integrated Postsecondary Education Data System (IPEDS) method for counting degrees and those used to aggregate the numbers reported on the Performance Measurement Report (PMR) for the State Board of Education (SBOE) use different methods of aggregation. As such the sum of the degrees by level will not match the total.
[7] Based on a review of the Idaho demographic and a desire to have the diversity match or exceed that of the general state population.
[8] Based on our desire is to reach the "Good" range (65%-74%), as established by the survey publisher.
[9] Based on HR's examination of turnover rates of institutions nationally.

✓	State Board of Education Goals			
	Goal 1: EDUCATIONAL SYSTEM ALIGNMENT	*Goal 2: EDUCATIONAL ATTAINMENT*	*Goal 3: WORKFORCE READINESS*	
Institution/Agency Goals and Objectives				
GOAL 1: Innovate ***Scholarly and creative work with impact*** ***Scholarly and creative products of the highest quality and scope, resulting in significant positive impact for the region and the world***				
Objective A: Build a culture of collaboration that increases scholarly and creative productivity through interdisciplinary, regional, national and global partnerships.		✓	✓	
Objective B: Create, validate and apply knowledge through the co-production of scholarly and creative works by students, staff, faculty and diverse external partners.	✓		✓	
Objective C: Grow reputation by increasing the range, number, type and size of external awards, exhibitions, publications, presentations, performances, contracts, commissions and grants.			✓	
GOAL 2: Engage ***Outreach that inspires innovation and culture*** ***Suggest and influence change that addresses societal needs and global issues, and advances economic development and culture.***				
Objective A: Inventory and continuously assess engagement programs and select new opportunities and methods that provide solutions for societal or global issues, support economic drivers and/or promote the advancement of culture .		✓	✓	
Objective B: Develop community, regional, national and/or international collaborations which promote innovation and use University of Idaho research and creative expertise to address emerging issues.		✓	✓	

✓	State Board of Education Goals			
	Goal 1: EDUCATIONAL SYSTEM ALIGNMENT	*Goal 2: EDUCATIONAL ATTAINMENT*	*Goal 3: WORKFORCE READINESS*	
Objective C: Engage individuals (alumni, friends, stakeholders and collaborators), businesses, industry, agencies and communities in meaningful and beneficial ways that support the University of Idaho's mission.	✓	✓	✓	
GOAL 3: Transform Educational experiences that improve lives ***Increase our educational impact.***				
Objective A: Provide greater access to educational opportunities to meet the evolving needs of society.		✓		
Objective B: Foster educational excellence via curricular innovation and evolution.		✓	✓	
Objective C: Create an inclusive learning environment that encourages students to take an active role in their student experience.		✓		
GOAL 4: Cultivate A valued and diverse community ***Foster an inclusive, diverse community of students, faculty and staff and improve cohesion and morale.***				
Objective A: Build an inclusive, diverse community that welcomes multicultural and international perspectives.		✓	✓	
Objective B: Enhance the University of Idaho's ability to compete for and retain outstanding scholars and skilled staff.		✓	✓	
Objective C: Improve efficiency, transparency and communication.	✓			

Appendix 2

Metric and Data Definitions

Guiding principle for metric selection and use.

The core guiding principle used in selecting, defining and tracking the metrics used in the strategic plan is to focus on measures key to university success while remaining as consistent with the metrics used when reporting to state, federal, institutional accreditation other key external entities. The desire is to report data efficiently and consistently across the various groups by careful consideration of the alignment of metrics for all these groups where possible. The order of priority for selecting the metrics used in the strategic plan is a) to use data based in the state reporting systems where possible, and b) then move to data based in federal and/or key national reporting bodies. Only then is the construction of unique institution metrics undertaken.

Metrics for Goal 1 (Innovate):

1.) **Terminal Degrees** in given field is the number of Ph.D., P.S.M., M.F.A., M.L.A., M.Arch., M.N.R., J.D., D.A.T., and Ed.D. degrees awarded annually pulled for the IR Degrees Awarded Mult table used for reporting to state and federal constituents. This data is updated regularly and will be reported annually.
2.) **Postdoctoral Researchers, and Non-faculty Research Staff with Doctorates** as reported annually in the Graduate Students and Postdoctorates in Science and Engineering Survey (http://www.nsf.gov/statistics/srvygradpostdoc/#qs).
3.) **Research Expenditures** as reported annually in the Higher Education Research and Development Survey (http://www.nsf.gov/statistics/srvyherd/).
4.) **Invention Disclosures** as reported annually in the Association of University Technology Managers Licensing Activity Survey (http://www.autm.net/resources-surveys/research-reports-databases/licensing-surveys/).
5.) **Number of undergraduate and graduate students paid from sponsored projects:** This metric is a newly established State Board of Education (SBOE) metric. It is calculated by the Office of Research and reported annually.
6.) **Percent of students engaged in undergraduate research:** This is a metric from the Performance Measurement Report (PMR) for the SBOE. These PMR data are pulled from the Graduating Senior Survey annually.

Metrics for Goal 2 (Engage):

1.) **Impact (UI Enrollment that increases the Go-On rate)**: The metric will rely on one or two items added to the Higher Education Research Institute's (HERI) Cooperative Institutional Research Program (CIRP) First Year Student Survey. We will seek to estimate the number of new students

who were not anticipating attending college a year earlier. As the items are refined, baseline and reporting of the results will be updated.

2.) **Extension Contacts**: Outreach to offices in relevant Colleges (College of Agricultural and Life Sciences, College of Natural Resources, College of Engineering, etc.) will provide data from the yearly report to the federal government on contacts. This reporting represents direct teaching contacts made throughout the year by recording attendance at all extension classes, workshops, producer schools, seminars and short courses.
3.) **Collaboration with Communities**: HERI Faculty Survey completed by undergraduate faculty where respondents indicated that over the past two years they had, "collaborated with the local community in research/teaching." This survey is administered every three to five years.
4.) **National Survey of Student Engagement (NSSE) Mean Service Learning, Field Placement or Study Abroad:** This is the average percentage of those who engaged in service learning (item 12 2015 NSSE), field experience (item 11a NSSE) and study abroad (item 11d) from the NSSE.
5.) **Alumni Participation Rate**: This is provided annually by University Advancement and represents the percentage of alumni that are giving to the University of Idaho (UI). It is calculated based on the data reported for the Voluntary Support of Education (VSE) report. (https://www.case.org/resources/voluntary-support-education-survey). It is updated annually.
6.) **Economic Impact:** This is taken from the EMSI (now Lightcast) UI report as the summary of economic impact. This report is updated periodically, and the data will be updated as it becomes available.
7.) **Dual Credit:** These data are pulled from the PMR which is developed for the SBOE annually.

Metrics for Goal 3 (Transform):

1.) **Enrollment:** This metric consists of headcounts from the data set used in reporting headcounts to the SBOE, Integrated Postsecondary Education Data System (IPEDS) and the Common Data Set as of census date. The data is updated annually.
2.) **Equity Metric:** This metric is derived from the census date data used for reporting retention and graduation rate which is updated annually. The analysis is limited to first-time full-time students. The mean first term Grade Point Average and semester hours completed for first-time full-time students is calculated for all students combined and separately for each IPEDS race/ethnicity category. The mean for the eight groups is compared to the overall mean. The eight groups identified here are American Indian or Alaska Native, Asian, Black or African American, Hispanic/Latino, International, Native Hawaiian or Other Pacific Islander, Two or More Races and White. If the mean for a group is below the overall mean by 1/3 or more of a standard deviation it is considered below expectations/equity. The percentage of these eight groups meeting the equity cut off is reported. For example, if six of the eight groups meet equity, it is reported as 75%. As there are groups with low numbers, the best method for selecting the cut off was based on the principle of effect size (i.e., https://researchrundowns.wordpress.com/quantitative-methods/effect-size/).
3.) **Retention:** This is reported as first-time full-time student retention at year 1 using the data reported to the SBOE, IPEDs and the Common Data Set. This is updated annually. The final goal was selected based on the mean of the 2015-16 year for the aspiration peer group for first-year

retention as reported in the Common Data Set. This group includes Virginia Tech, Michigan State University and Iowa State University.

4.) **Graduates (all degrees):** This is reported from the annual data used to report for IPEDS and the Common Data Set for the most recent year and includes certificates.
5.) **Degrees by level:** Items (a) to (c) under Graduates are pulled from the PMR established by the SBOE. These numbers differ from IPEDs as they are aggregated differently, so the numbers do not sum to the IPEDs total.
6.) **NSSE High Impact Practices:** This metric is for overall participation of seniors in two or more High Impact Practices (HIPs). The national norms for 2015 from NSSE are saved in the NSSE folders on the IR shared drive. The norms for 2015 HIPs seniors places UI's percentage at 67%, well above R1/DRU (64%) and RH (60%) as benchmarks. The highest group (Bach. Colleges- Arts & Sciences) was 85%. The goal is to reach at least this level by 2025.
7.) **Remediation:** This metric comes from the PMR of the SBOE. It is updated annually.

Metrics for Goal 4 (Cultivate):

1.) **Chronicle Survey Score (Survey Average):** This metric was baselined in spring 2016 and utilizes the "Survey Average" score. The desire is to reach the "Good" range (65%-74%), which is the 4th group of 5, or higher. The survey can be found here: https://greatcollegesprogram.com/participation-reports.
2.) **Multicultural Student Enrollment**: The headcounts used for this metric will be derived from the data set used to report to the SBOE at fall census date. This is based on the categories used by IPEDS and the Common Data Set. The census date data is updated annually.
3.) **International Student Enrollment**: The headcounts used for this metric are derived from the data set used to report to the SBOE at fall census date. This is based on the categories used by IPEDS and the Common Data Set. The census date data is updated annually.
4.) **Full-time Staff Turnover Rate** is obtained from UI Human Resources on an annual basis.
5.) **Percentage of Multicultural Faculty and Staff** is the percentage of full-time faculty and staff that are not Caucasian/Unknown from the IPEDS report. Full-time faculty is as reported in IPEDS Human Resources Part A1 for full-time tenured and tenure track. Full-time staff is as reported in IPEDS B1 using occupational category totals for full-time non-instructional staff.
6.) **Cost per credit hour:** This metric is from the PMR for the SBOE and is update annually.
7.) **Efficiency:** This metric is from the PMR for the SBOE and is updated annually.



Strategic Plan FY 2025-2029

Idaho Division of Vocational Rehabilitation

Idaho Division of Vocational Rehabilitation

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Content and Format

The Strategic Plan (Plan) is divided into three sections. The first two sections describe the programs administered under the Idaho Division of Vocational Rehabilitation (IDVR). Each program (Vocational Rehabilitation and the Council for the Deaf and Hard of Hearing), independently outline specific goals, objectives, performance measures, benchmarks and/or baselines for achieving their stated goals. The final section addresses external factors impacting the Division, and SBOE's strategic plan evaluation process.

This Plan covers State Fiscal Years (SFY) 2025 through 2029.

This is a new strategic plan for the Idaho Division of Vocational Rehabilitation. IDVR's federal funding agency, the Rehabilitation Services Administration, requires a major state plan revision every two years. Additionally, they require a triennial Comprehensive Statewide Needs Assessment (CSNA), both of which have been recently completed for the Division, necessitating a substantial revision of this strategic plan including goals, objectives, tasks, and measures. Changes to these goals, objectives, tasks, and performance measures are supported by the CSNA and IDVR's State Rehabilitation Council, as required by RSA.

The Division retains its mission and vision. The mission statement reflects the focus on the dual customer, individuals with disabilities and employers. Additionally, the agency has engaged in a major reorganization effort designed to improve performance across various major functions of the agency including new goals around Pre-Employment Transition Services (Pre-ETS) and business services. Some performance measures from the previous plan have been retained but may appear under newly established goals. Newly established performance measures may lack historical data.

Alignment with Idaho State Board of Education 2024 Strategic Plan

The Strategic Plan for Idaho Division of Vocational Rehabilitation is highly complementary with many goals and objectives contained in the SBOE plan (particularly for students aged 14 and up). The Division works closely at the intersection of students and youth transitioning into higher education or employment. Specifically, for SBOE goals 2 and 3, education access and educational attainment, IDVR can support up to 100 percent of costs for two-year, four-year, and graduate educational opportunities as well as apprenticeship opportunities for eligible Idahoans with disabilities transitioning from school into workforce age. The Division includes measures for credential attainment and measurable skill gains within its primary performance measure under Goal 1 Objective 1 Measure 1. Furthermore, Pre-Employment Transition Services (Pre-ETS), offered by the Division, help facilitate the transition of students from school to work through offering work-based learning experiences, counseling on post-secondary enrollment opportunities, work readiness training, self-advocacy, and job exploration counseling services the Division is federally required to provide to Idaho students with disabilities (along with similar services to youth).

Vocational Rehabilitation

Vision

An Idaho where all individuals with disabilities have the opportunity to participate in the workforce and employers value their contributions.

Mission

To prepare individuals with disabilities for employment and career opportunities while meeting the needs of employers.

Vocational Rehabilitation

Goal 1: Maximize the career potential of Idahoans with disabilities engaged with the Division.

Objective 1: Improve the quality of VR outcomes for IDVR customers.

1. Task: Improve access to and utilization of relevant local area LMI and Career Pathways to inform customer career choice and promote successful outcomes.
2. Task: Ensure customers have better job-ready/hire-ready skills through staff training and accessing IDOL workshops, tools, and resources.
3. Task: Increase access to relevant educational opportunities (vocational/technical/two-year/four-year/apprenticeships and other pathways to quality employment).

Performance Measure 1.1.1: Meet or exceed negotiated targets on the following five Primary Performance Indicators (PPIs).

Relation to Goal: These Federally required indicators are intended to gauge program performance and increases across these PPIs can be used to assess Goal 1 Objective 1 performance.

Performance Measure	SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
						SY 2025	SY 2029
1. Employment Rate – 2nd Qtr after Exit	60.4%	60.2%	63.2%	65.2%	Avail July 2024	65.2%	66.7%
2. Employment Rate – 4th Qtr after Exit	57.4%	58.2%	57.3%	62.7%	Avail July 2024	62.7%	63.2%
3. Median Earnings – 2nd Qtr after Exit (per quarter)	$4,025	$4,125	$4,456	$4,944	Avail July 2024	$4,945	$5,150
4. Credential Attainment	30.4%	41.9%	56.9%	61.1%	Avail July 2024	61.1%	62.5%
5. Measurable Skill Gains	51.2%	55.7%	58.6%	57.1%	Avail July 2024	57.5%	58.0%

Benchmarks: All PPI benchmarks are negotiated with RSA for a two-year period in alignment with the Combined State Plan cycle. Benchmarks for SYs 23 & 24 were negotiated in April 2022 and are reflected in this plan[1]. Benchmarks for SY 25 & 26 will be negotiated in May 2024. Benchmarks for SY 2025 and SY 2029 are projected.

Note: Data for SY 2023 for PPI's 1 & 3 above reflects RSA's cohort period 7/1/2021-6/30/2022 & data for PPI's 2 and 4 above reflects RSA's cohort period 1/1/2021–12/31/2021.

Performance Measure 1.1.2: Overall customer satisfaction rate.

Relation to Goal: Used as an indicator of overall quality directly informing progress on Goal 1, Objective 1.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
80.3%	80.7%	82.9%	81.4%	Available July 2024	90%	90%

Benchmark: Greater than or equal to 90% for SY 25[2]. This continues to be a stretch goal for the Division.

Objective 2: Strategically expand outreach, especially to underserved and growing populations.

1. Task: Increase customized outreach through community organizations, WIOA partners, and professionals that serve underserved, growing, and prioritized populations identified by the SRC and IDVR management (i.e., out-of-school youth, mental health, justice-involved, Hispanic)

Performance Measure 1.1.2: Number of applications for VR services.

Relation to Goal: Strategic outreach should result in an increase in overall applications to the VR program providing a measure for Goal 1 Objective 2.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
2881	2524	2464	3093	Available July 2024	3094	3250

Benchmark: Greater than or equal to SY 2024 volume for SY 25[3]

Objective 3: Improve Community Rehabilitation Program (CRP) Service provision quality and quantity (including Supported Employment) for Idahoans with the Most Significant Disabilities.

1. Task: Complete rate methodology/recalibration. The new rates proposed are designed to be rates that support quality Community Rehabilitation Program Services. Task will be achieved once rates are issued.
2. Task: Implement newly revised CRP Monitoring Protocol designed to promote two-way data-driven continuous improvement conversations/increase feedback, relevance, and understanding between IDVR and Idaho's CRPs.

Performance Measure 1.3.1: Number of cases with CRP provided services (non-assessment) in the SY.

Relation to Goal: The tasks under Goal 1 Objective 3 are focused on increasing performance in employment stability, and customer satisfaction for core CRP services for Idahoans with Most Significant Disabilities. The following two measures are used to assess performance on Goal 1 Objective 3:

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
772	681	370	519	Available July 2024	520	588

Benchmark: Greater than or equal to SY 2024 volume for SY 25[4]
Note: These are post Individualized Plan for Employment (IPE) services provided to VR participants.

Performance Measure 1.3.2: Overall customer satisfaction rate for those using CRP Services.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
77%	75%	80%	74%	Available July 2024	90%	90%

Benchmark: Greater than or equal to 90% for SY 25[5]. This continues to be a stretch goal for the Division.

Objective 4: Hire and retain qualified employees to deliver quality vocational rehabilitation services.

1. Task: Continued efforts to expand FTE, maximize compensation, and other innovative approaches to increase employee satisfaction and retention.

Performance Measure 1.4.1: Percentage of counselors who meet Comprehensive System of Personnel Development (CSPD) compliance.

Relation to Goal: The Division maintains a CSPD plan with a focus on recruitment and retention of qualified counselors. The CSPD rate represents a percent of counselors who currently meet CSPD standards. Counselors meeting CSPD standards are more effective at serving Idahoans with disabilities. An increase in this measure leads to gains on Goal 1 Objective 4.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
70.5%	70.8%	74.0%	66.7%	Available July 2024	85.0%	85.0%

Benchmark: Greater than 85% for SY 25[6]. This continues to be a stretch goal for the Division.

Goal 2: Expand utilization and improve quality of Pre-Employment Transition Services (Pre-ETS) and similar services for youth.

Objective 1: Increase utilization of Pre-ETS services and similar services to youth to priority populations identified by the SRC and IDVR management.

1. Task 1: Increase outreach with schools, community organizations, and professionals that serve student, youth, and families.
2. Task 2: Increase outreach through WIOA umbrella partners that serve students and youth.

Performance Measure 2.1.1: Number of students receiving Pre-employment Transition Services (Pre-ETS).

Relation to Goal: The Division will engage in strategic outreach to populations identified by the SRC and IDVR management to increase utilization of Pre-ETS and similar services for youth. The following two measures are used to assess performance on Goal 2 Objective 1.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
1012	1210	1968	2784	Available July 2024	2784	3000

Benchmark: Greater than or equal to SY 24 for SY 25[7]

Performance Measure 2.1.2: Number of youth applications for program participants under the age of 25.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
586	496	496	653	Available July 2024	665	738

Benchmark: Greater than or equal to SY 24 for SY 25[8]

Goal 3: Improve outreach and engagement through individualized services to Idaho businesses.

Objective 1: Work with the business community to improve understanding and utilization of IDVR business services.

1. Task: Identify business groups (i.e., Chamber, Workforce Development groups, Society for Human Resource Management (SHRM)) that could benefit from networking with IDVR.
2. Task: Identify opportunities to provide education and training on the scope and availability of IDVR business services to provide customized business solutions.
3. Task: Expand business spotlights to each IDVR Center.
4. Task: Continue to improve IDVR website business page for useability and improved business content.

Performance Measure 3.1.1: Utilization of IDVR Business Services

Relation to Goal: Direct measure of business services provided; an increase will meet Goal 3 Objective 1.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
820	814	1552	1452	Available July 2024	1453	1600

Benchmark: Greater than or equal to SY 24 for SY 25[9]

Objective 2: Improved utilization of business engagement partnerships with the local workforce system.

1. Task: Continue efforts to align IDVR activities with the workforce development system, including aligned business engagement strategy at the state and local level.

Performance Measure 3.2.1: Retention rate with the same employer the 4th quarter after exit.

Relation to Goal: Evolution and continued improvement of teams should result in increased engagement with business services. Established relationships with business and VR should dispel myths and alleviate concerns of businesses promoting the hire and retention of individuals with disabilities.

					Benchmark	
SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	SY 2029
*71.2%	*69.1%	*70.6%	72.4%	Available July 2024	72.5%	74.0%

Benchmark: Greater than or equal to SY 24 for SY 25[10]

Note: Data for SY 2023 reflects RSA's cohort period 1/1/2021 – 12/31/2021. This measure continues to be a 'pilot' measure. The current benchmark is proxy until formal negotiation occurs.

*The rates for this measure were previously underreported, as the measure asks only for participants who were employed in both the 2nd and 4th quarters after exit in the denominator. This impacted previous Strategic Plan reporting for SYs 2020-2022. This report includes corrected performance data.

Council for the Deaf and Hard of Hearing (CDHH)

Role of CDHH

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

Goal #1 – Work to increase access to employment, educational and social-interaction opportunities for persons who are deaf or hard of hearing.

1. ***Objective***: Continue to provide information and resources.

Performance Measure 1.1: Track when information and resources are given to consumers.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
43 Library loans 90 pkgs of info 108 FB posts 667 clear masks & 11,340 paper masks distributed	59 Library loans 40 pkgs of info 166 FB posts clear masks & 11,340 paper masks distributed	70 Library loans 80 pkgs of info 169 FB posts 14,578 people reached	50 Library loans 33 pkgs of info 2,136 FB posts 29 IG posts 19,382 people reached	Available July 2024	61 Library loans 42 pkgs of info 2,200 FB posts 100 IG posts	80 Library loans 60 pkgs of info 2,600 FB posts 300 IG posts

Benchmark: 2 or more new brochures or information packets created in SY 25[11]

Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

1. ***Objective***: Continue to increase the awareness.

Performance Measure 2.1: Deliver presentations and trainings to various groups through education and social media.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
89	51	49	62	Available July 2024	65	70

Benchmark: 49 or more presentation delivered in SY 25[12]

Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

1. ***Objective***: Continue encouraging consultation and cooperation.

Performance Measure 3.1: Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare).

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
48	48	50	44	Available July 2024	45	60

Benchmark: Present at 50 or more local, state and federal agencies in SY 25[13]

Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.

1. ***Objective***: The Council's office will provide the network.

Performance Measure 4.1: Track when information is provided.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
5,777 calls	7,173 calls	5,299 calls/text 12,155 emails	15,417 calls/text 29,380 emails	Available July 2024	Track calls	Track calls

Benchmark: Track all calls in SY 25[14]

Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to ensure that the needs of deaf and hard of hearing citizens are best served.

1. ***Objective***: The Council will determine the availability of services available.

Performance Measure 5.1: The Council will administer assessments and facilitate meetings to determine the needs.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark SY 2025	Benchmark SY 2029
Met	Met	Met	Met	Available July 2024	Meet goal	Meet goal

Benchmark: Meet goal in SY 25[15]

Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.

1. Objective: The Council will make available copies of policies concerning deaf and hard of hearing issues.

Performance Measure 6.1: Materials that are distributed about public policies.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark SY 2025	Benchmark SY 2029
Met	Met	Met	Met	Available July 2024	Meet goal	Meet goal

Benchmark: Meet goal in SY 25[16]

Goal #7 – To monitor consumer protection issues that involve the deaf and hard of hearing in the State of Idaho.

1. ***Objective***: The Council will be the "go to" agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

Performance Measure 7.1: Track how many complaints are received regarding the ADA.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark SY 2025	Benchmark SY 2029
172 ADA Issues	160 ADA Issues	155 ADA Issues	184 ADA Issues	Available July 2024	Track Issues	Track Issues

Benchmark: Track all complaints in SY 25[17]

Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.

1. Objective: The Council will submit reports.

Performance Measure 8.1: Reports will be accurate and detailed.

SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	Benchmark	
					SY 2025	SY 2029
Completed	Completed	Completed	Completed	Available July 2024	Pending	Pending

Benchmark: Complete for SY 25[18]

External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division include:

Recruitment and Retention of Qualified Personnel

IDVR is dedicated to providing the most qualified personnel to address the needs of the customers served by the organization. Challenges in staff recruitment and retention continue to be problematic and persistent over the past several years. Recruitment challenges continue due to lower wages as compared to the priviate sector, other Idaho state agencies, and neighboring states higher wages. The Division continues to evaluate and implement new strateiges in an effort to improve the recruitment and retention rates of qualified personnel (e.g., providing tuition assistance, opportunties for advancement, etc.). IDVR continues to develop relationships with universities specifically offering a Master's Degree in Rehabilitation Counseling, as well as engaging with related Bachelor Degree programs to help feed the talent pipeline. The agency is also experiencing a wave of retirements which represents a substantial risk to the ongoing institutional memory of the organization. The Division does have succession planning contingencies in place where possible. The Division is also engaged in an ongoing frontline efficiencies initiative designed to reduce the overall administrative burden on team members with the intention of reducing excessive pressures and improving overall job satisfaction.

Quality of Community Rehabilitation Provider (CRP) Services

IDVR's Comprehensive Statewide Needs Assessment indicated that CRPs continue to experience some of the same recruitment and retention challenges that IDVR is facing. The Division is currently engaged in a rate reevaluation study to recommend contemporary rates which will support quality employment outcomes that are sustainable for both IDVR and CRPs. Currently the low rate of unemployment in Idaho makes competitive hiring challenging for both the Division and vendors. An innovation and expansion activity is being considered in order to promote adequate resources and more qualified CRP staff to deliver and improve customer satisfaction with these services.

State and Federal Economic Climate

While Idaho has seen continuous and sustained improvement in its economic growth over the past several years there are a variety of influences which can affect progress. Individuals with disabilities continue to experience much higher unemployment rates, even in strong economic times (while the disability employment gap has seen slight improvement in recent years, more work remains to be done). IDVR recognizes this and strives to develop relationships within both the private and public sectors to increase employment opportunities and livable wages for its customers.

IDVR is impacted by decisions made at the federal level. The VR program continues to experience pressures added by the requirements of the Workforce Innovation and Opportunity Act (WIOA). The expanded customer base (potentially eligible students and serving Idaho businesses), and Idaho's population growth, along with additional data and reporting requirements has forced the agency to reevaluate the way work is accomplished and by who. The Division continues a major initiative to institute efficiencies including leveraging technology and unencumbering work processes to partially alleviate excessive pressures.

Serving students and youth with disabilities continues to be an essential goal and priority for the Division. WIOA mandates VR agencies reserve 15 percent of their budgets for the provision of Pre-employment Transition Services (Pre-ETS). This change has not only shifted the populations we serve, but also how we innovate to best serve them.

EVALUATION PROCESS

The State Board of Education Planning, Policy, and Governmental Affairs Committee reviews the Idaho Division of Vocational Rehabilitation strategic plan on an annual basis. Changes may be brought forward to the Board for consideration in future meetings. This review and re-approval take into consideration performance measure progress reported to the Board in the October meeting.

Footnotes:

[1]Benchmarks are set based on federally negotiated targets for a two-year period (SY 2023 & 2024) for all five Primary Performance Indicators.
[2] Benchmarks are set based on an internal measure of performance and was established by the Division's SRC to gauge customer satisfaction with program services and identify areas for improvement. The benchmark of 90% has been traditionally utilized as a target for quality performance.
[3] Benchmarks are set based on service volume and recent trends in applications for services.
[4] Benchmarks are set based on Community Rehabilitation Program service volume for IDVR customers engaged in an Individualized Plan for Employment with the Division.
[5] Benchmarks are set based on an internal measure of performance and informed by the Division's SRC. The emphasis is on quality services provided by Community Rehabilitation Programs.
[6]Benchmarks are set based on an internal program measure and represents a commitment to the development of quality vocational rehabilitation counselors, meeting this standard ensures that individuals with disabilities in Idaho receive services through certified professionals and promotes more efficient, comprehensive, and quality services. The baseline is a percentage established by IDVR and is a stretch goal the agency aspires to achieve.
[7]Benchmarks are set based on an internal measure of performance (student applications) and informed by the Division's SRC. Services for students are a major focus under WIOA.
[8]Benchmarks are set based on an internal measure of performance (youth applications) and informed by the Division's SRC. Services for youth are a major focus.
[9]Benchmarks are set based on an internal measure of performance (business services volume) and informed by the Division's SRC. Services for businesses are a major focus under WIOA.
[10]Benchmarks will be established based on federally negotiated targets following formalization by RSA. This performance measure is useful in determining whether VR is serving employers effectively by improving the skills of customers and decreasing employee turnover.
[11]Benchmarks are set based on an internal program measure to expand information to Idaho's deaf and hard of hearing population, to include brochures and information via electronic and social media. The Council is the only clearinghouse of information in Idaho about deaf and hard of hearing issues. This benchmark was established to adhere to Idaho statute 67, chapter 73.
[12]Benchmarks are set based on internal program measure to provide information about the needs of persons who are deaf or hard of hearing. The benchmark was created because the Council is the only state agency to provide this type of information. CDHH has hired a part time Communications and Outreach Coordination to increase awareness and make presentations throughout the state. This benchmark was established to adhere to Idaho statute 67, chapter 73.
[13]Benchmarks are set based on internal program measure to provide information about deaf and hard of hearing issues. CDHH partnered with JFAC to procure funding for a full-time interpreter and partnered with the Sexual Abuse/Domestic Violence Coalition. This benchmark was established to adhere to Idaho statute 67, chapter 73.
[14]The Council has historically been the organization where individuals and groups come for information concerning deaf and hard of hearing issues. The benchmark was created to continue tracking the information. This benchmark was established to adhere to Idaho statute 67, chapter 73.
[15]Benchmarks are set based on internal program measure to determine the need for public services for deaf and hard of hearing community and was established because there was a Task Force that met to determine the need of mental health services that need to be provided to deaf and hard of hearing individuals. This benchmark was established to adhere to Idaho statute 67, chapter 73.
[16]Benchmarks are set to provide information where interpreters can get information about current issues and has established a printed list of Sign Language Interpreters and also on the Council's website. This benchmark was established per the request of the Idaho Registry of Interpreters of the Deaf to support the legislation. This benchmark was established to adhere to Idaho statute 67, chapter 73.
[17]Benchmarks are set based to provide information, in collaboration with the Northwest ADA Center, about the Americans with Disability Act (ADA). The benchmark was established to continue that partnership and to adhere to Idaho statute 67, chapter 73.
[18]Benchmarks are set based on internal program measure to provide information about deaf and hard of hearing issues, this benchmark was established to adhere to Idaho statute 67, chapter 73.