Board of Regents Meeting

Memorial Union, Kansas Room

Thursday, 6/15/2017
4:00 - 6:00 PM CT

I. Call to Order

II. Roll Call

Mr. Beck
Mr. Boles
Mr. Hoferer
Mr. McGivern
Mrs. Parks
Mr. Sneed
Mrs. Sourk
Mrs. Van Etten
Mr. Wolgast

III. FY 2018 Public Budget - Publish Notice of Hearing

FY18 Public Budget Publish Notice - Page 3

IV. Approval of Minutes of Past Meeting(s)

A. Approval of the Minutes of the April 13, 2017 Meeting

April 13, 2017 Washburn University Board of Regents Minutes - Page 4

V. Election of Officers and Special Officers

A. Nominating Committee - Blanche Parks

VI. Officer Reports

A. Chair's Report

B. President's Report

C. Committee Report(s)

1. Budget/Finance Committee - Brent Boles

2. Presidential Assessment Committee - Blanche Parks

D. Treasurer's Report

VII. New Business

A. Consent Agenda

1. Liquidated Claims Approval - March 2017 - Jim Martin

Liquidated Claims - March 2017 - Page 14

2. Liquidated Claims Approval - April 2017 - Jim Martin

Liquidated Claims - April 2017 - Page 15

3. Personnel

a. Faculty/Staff Personnel Actions - Jim Martin/JuliAnn Mazachek

Faculty Staff Personnel - Page 16

B. Action Items

1. **FY 2018 General Fund Budget - Washburn University and Washburn Institute of Technology - Jim Martin**
   FY18 Budget - Page 18
2. **Apple Computer System Purchase - Jim Martin**
   Apple Computer Purchases - Page 19
3. **Kansas Room Audio Visual Project - C14046/C18041 - Jim Martin**
   Kansas Room AV - Page 20
4. **Ratification of Microsoft Campus Agreement Renewal - Jim Martin**
   Microsoft Renewal - Ratification - Page 21
5. **Washburn Tech Automotive Collision Parking Lot Repairs Project #CK1801 - Jim Martin**
   Washburn Tech Parking Lot - Page 22
6. **Washburn Tech Logoed Embroidered Program Uniforms and Clothing - Jim Martin**
   Washburn Tech Uniform Purchase - Page 23
7. **Chartwells' Amendment Number Eight to Food Services Agreement - Jim Martin**
   Chartwells Contract - Page 24
   Chartwells Contract Agreement - Page 25
8. **Exclusive Pouring Rights Agreement - Jim Martin**
   Pepsi Contract - Page 42
   Pepsi Contract - Agreement - Page 43
9. **Renewal of Property Insurance - Jim Martin**
   Property Insurance Renewal - Page 60
10. **New Mass Media Minor - JuliAnn Mazachek**
   New Mass Media Minor - Page 61
   New Mass Media Minor.Support Doc 1 - Page 62
   New Mass Media Minor.Support Doc 2 - Page 64
11. **Proposal to Amend Faculty Handbook - Modifications to Faculty Appointment Categories - JuliAnn Mazachek**
   Faculty Handbook - Definitions - Page 66
12. **Faculty Handbook Committee - Creation of a Standing Advisory Committee - JuliAnn Mazachek**
   Faculty Handbook - Modification to Committee - Page 69

C. Information Item(s)

1. **East Topeka Learning Center - JuliAnn Mazachek/Marc Fried**
2. **Report of Purchases $20,000-$50,000**
   Purchases $25000-50000 - Page 71
3. **Simulation Software - Chaz Havens, Instructor, Washburn Institute of Technology**

Agenda Item No. III.
Washburn University Board of Regents

SUBJECT: FY 2018 Public Budget – Publish Notice of Hearing

DESCRIPTION:

A public budget hearing must be held for the FY 2018 public budget. The public budget hearing will occur in conjunction with, but just prior to, the July meeting of the Board. In accordance with Kansas law, a formal Notice of Public Budget Hearing must be published in the newspaper at least 10 days prior to the public budget hearing.

FINANCIAL IMPLICATIONS:

The actual public budget documents will be completed once FY 2017 expenditure reports and property assessment values are finalized in July. Copies of the final documents will be provided to the Board prior to the July 27, 2017 public budget hearing.

RECOMMENDATION:

President Farley recommends approval by the Board of Regents to publish the Notice of Public Budget Hearing no later than 10 days prior to the July 27, 2017 public budget hearing.

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Date Jerry B. Farley, President

WASHBURN UNIVERSITY OF TOPEKA
BOARD OF REGENTS
MINUTES
April 13, 2017

I. Call to Order

Chairperson McGivern called the meeting to order at 4:03 p.m. in the Kansas Room of the Memorial Union on the Washburn University campus.

II. Roll Call

Present were: Mr. Beck, Mr. Hoferer, Mr. McGivern, Mrs. Parks, Mr. Sneed, Mrs. Sourk and Mrs. Van Etten. Regents Boles and Wolgast advised before the meeting they would be unable to attend.

III. Approval of Minutes of the February 2, 2017 meeting

It was moved by Regent Sneed and seconded by Regent Sourk to approve the Minutes of the February 2, 2017 meeting. Motion passed.

IV. Officer Reports

A. Chair's Report

Chairman McGivern said Regents just returned from the Association of Governing Boards (AGB) Annual Conference on Trusteeship, and the information gathered made attending the conference well worth it.

He said, along with Vice-Chair Hoferer, they met with Malcolm Mikkelsen, Nikki Rodriguez and Trevor Ingram of the Washburn Student Government Association a few weeks ago. He indicated they are extremely passionate, and represent themselves and the University well. As an alum, donor and booster of Washburn, he said he is very proud to see these are the kind of persons we are producing.

Chairman McGivern asked head coach Kevin O'Leary of the Washburn Debate Team to introduce the team members present. Also present was assistant coach Steve Doubledee. Chairman McGivern, on behalf of the board, congratulated them on their success, noting in particular that in the finals for the national championship, both teams were from Washburn. Coach O'Leary thanked the Board and said they are proud to represent the University. He said it means a lot for the team to be recognized by the Board and thanked the Board and the University for their support.

B. President's Report

President Farley also congratulated the debate team on their fine season, informing those in attendance that the debate season runs longer than most athletic teams as they start at the beginning of the school year and competitions run through the fall and into April. He noted that all institutions compete at the same level in debate; there is no Division I, Division II, etc.

Dr. Farley recognized Dr. Alan Bearman, Dean of Mabee Library, for his award as Outstanding First Year Student Advocate at the First Year Experience Conference. Dr. Farley then asked Dr. Bearman to introduce the members present of the Ichabod Success Institute program which was named as a "Model of Excellence" by University Business magazine.

Dr. Farley then introduced Angie Price, coach of the Dancing Blues, who introduced the team members present. The team was recognized for their recent first place finish in the open category, and runner up in the hip-hop category, at the American Dance/Drill Team National Championships.

Dr. Farley next introduced and welcomed Brett Ballard as the new Men's Basketball Coach.

Jake Bielenberg was then introduced. Bielenberg was named a Midwest finalist among the nation's top 25 Law School Students of the Year by National Jurist magazine. Dr. Farley said this young man's accomplishment was a great story, noting that Bielenberg had overcome some very difficult obstacles in his life to get to this honor.

President Farley said he just returned from Washington, D.C., where 26 individuals were sworn in to practice before the U.S. Supreme Court as part of the Washburn Law swearing-in day.

In the College of Arts and Sciences, two undergraduate students, Christopher Denton and Paul Heffren tied for first place in the poster competition at the 149th Kansas Academy of Sciences Annual Meeting held last week at Fort Hays State University. The 150th meeting will be hosted here on the Washburn campus in April, 2018.

In the mathematics and statistics department, Katelynn Robinson, an Actuarial Science major, presented a paper at the National convention of Kappa Mu Epsilon and won a top paper award for her work.

President Farley said tomorrow morning in the 2nd floor Security Benefit Foyer in Morgan Hall, there will be a press conference announcing Washburn's collaboration with three businesses, AT&T, Bartlett and West and Westar Energy, for a new STEM education initiative. The project will be multi-faceted, with a STEM conference hosted at Washburn in the fall and a state of the art STEM classroom will be created on Washburn's campus to help train educators how to better bring STEM education to the K-12 classroom, to help develop future workers in the STEM fields.

In athletics, the men's tennis team had a big win last week over Division I Wichita State in Wichita.

Dr. Farley said at Washburn Institute of Technology, the Recycled Rides program will be giving away their 19th and 20th vehicles to persons in need at 10:00 a.m. on May 2 in Building K on the Washburn Tech campus. It is a wonderful program and the Board and members of the audience are invited to attend.

Lastly, Dr. Farley said the Regents have been provided a resolution passed by the Faculty Senate regarding concealed weapons on campus.

C. Committee Reports

1. Budget/Finance Committee

The Budget/Finance Committee report is delayed to Action Items for capital projects.

D. Treasurer's Report

1. Liquidated Claims Approval – January 2017
2. Liquidated Claims Approval – February 2017

Motion to approve the liquidated damages claims by Regent Hoferer and seconded by Regent Sourk. Motion passed.

V. Old Business

A. Concealed Weapons Policy

Motion to approve the revisions to the Board policy presented at the February meeting by Regent Sneed and seconded by Regent Hoferer. Motion passed.

VI. New Business

A. Consent Agenda

Motion to approve the consent agenda by Regent Van Etten and seconded by Regent Hoferer. Motion passed.

1. Emeriti

Bestow the status of Instructor Emeritus to Dr. Sam Newland.

2. Posthumous Degree – Arellano

Award Brian Arellano the Bachelor of Science in Criminal Justice degree posthumously.

3. **Faculty/Staff Personnel Actions**

Change title for Jan Crawford to Financial Account and increase salary to $50,000 effective February 1, 2017; grant phased retirement for two years to Catherine Hunt beginning August 2017; appoint Jim Martin as Vice President for Administration and Treasurer effective May 1, 2017 at an annual salary of $201,000; appoint JuliAnn Mazachek as Vice President for Academic Affairs effective May 1, 2017 at an annual salary of $208,000; and, change title of vacant position Associate Director Finance and Administration to Assistant Dean of Administration at an annual salary of $85,000 effective April 14, 2017.

4. **Eminentes Universitatis**

Bestow the status of Eminentes Universitatis to Bob Chipman and Henry Williams.

B. Actions Items

1. **Election of Officers and Special Officers**

Motion to appoint Jim Martin, as newly appointed Vice President for Administration and Treasurer as Treasurer by Regent Parks and seconded by Regent Sneed. Motion passed.

2. **Capital Projects and Equipment from the Debt Retirement and Construction Fund**

Regent Sourk presented on behalf of the Budget/Finance Committee Chair Regent Boles. Regent Sourk noted that the committee met and considered information presented by staff on the capital projects. Many board members in addition to the committee members were in attendance. The committee recommends approval of the items Motion to approve the Capital Projects by Regent Hoferer and seconded by Regent Sneed. Motion passed.

3. **Resolution for Authorization of Kansas Municipal Investment Pool Transactions**

Vice President for Administration and Treasurer Jim Martin presented the item. Washburn uses this pool for approximately $14 million of investments. We have a new Associate Vice President for Finance, Bob Crutsinger and we need to add him to the signature card on the account. Motion to approve the authorization by Regent Sourk and seconded by Regent Parks. Motion passed.

4. **Tenure and Promotion Recommendations**

Vice President for Academic Affairs JuliAnn Mazachek presented the item. This is the most important decision of the year for the academic side of Washburn. Thirteen persons are recommended for tenure and fourteen for promotion. The recommendations comes after a very stringent process beginning with department review, and then review by the school and then a campus-wide committee reviews the recommendations. Those recommendations are then reviewed by the Vice President for Academic Affairs who then makes recommendations to President Farley, who then makes the recommendations to you in this item. Motion to approve by Regent Hoferer and seconded by Regent Van Etten. Motion passed.

5. Relocate the Bridge Program to the Washburn University Campus – Ichabod Ignite Program

Vice President for Academic Affairs JuliAnn Mazachek presented the item. The Bridge Program is for students who are not completely ready to start college but working to get themselves better prepared. Currently, the program is designed to start the students at Washburn Institute of Technology (WIT), but we are having difficulty convincing students to start their education program at WIT. Currently, there are 47 students who we believe would benefit from the program, and we anticipate getting more students to attend if the program could be moved to Washburn.

In response to a question about staffing, Dr. Mazachek stated that WIT didn't add any staff when this program began, which is recognized as an issue in growing the program. By adding the two persons in the proposal, this will help with having sufficient resources as the program grows to our expectations. Dr. Mazachek recognized Dr. Alan Bearman and Dean Clark Coco for their work on this project.

In response to a question about if the program has been successful, Dr. Mazachek responded that there is not enough data yet. Because this program is dealing with students who historically have the most difficulty in completing their education to graduation, the expected result would be 20% to graduation. As part of this change, the Bridge students will be included in the student success program, which will also include WU101 and a career planning course, resources which are not avail at WIT, which is another reason to move the program to Washburn.

In response to a question if Washburn will be tracking this information moving forward, Dr. Mazachek responded yes and we will be able to provide reports in the future. In response to a question if our program is about the same as a program at the University of Kansas (KU), Dr. Bearman stated our program will require six hours of English because Washburn recognizes literacy is an issue in many areas so that is different than KU's.

In response to a question about what are we making in credit hours versus dollars expended, Dr. Mazachek explained that because the program was not listed as a separate budget item up to now, there has not been a process to track expenses. With this proposal, such expenses will be tracked in the future. Dr. Mazachek further noted that up to now, no dollars were spent at Washburn on this program. Dean Coco added that expenses were just absorbed into the existing budget but as the program started to grow, the expenses became more difficult to address. Dean Coco stated the real question is if they don't come to WU or WIT, where will they go? Hope has a face and it is Washburn.

In response to a question on how will we measure success, Dr. Mazachek noted that the ultimate goal is four to six years for graduation, so reports on graduation will be several years down the road, but we can give reports at second semester on retention and GPA. Dr. Farley noted that retention rates could be bad. This program helps the students' lives and helps us achieve our mission of being an open access institution. At some point down the road, Washburn will have to decide if it is working or if it is too much of a drain on faculty and staff being able to meet the increased needs of the students. Dr. Mazachek added that the way to measure success of these students will be different than for our other students. Motion to approve by Regent Hoferer and seconded by Regent Parks. Motion passed.

6. Commercial Truck Driving Program

Vice President for Academic Affairs JuliAnn Mazachek presented the item. This item is a request for WIT to offer a program that involves 240 hours of instruction and upon completion of the program and with some additional driving, can obtain a certificate. Instructors would need to be hired. Dr. Farley then noted that this program will eventually be based at the East Topeka Learning Center being developed by Go Topeka and JEDO for education. Regent Hoferer noted that if the number of ads in Topeka for drivers reflect the need, this should be a full program. Dean Coco acknowledged Clayton Tatro's involvement in creating this program. Motion to approve by Regent Parks and seconded by Regent Van Etten. Motion passed.

7. Academic Performance Solutions Decision Platform

Vice President for Academic Affairs JuliAnn Mazachek reported on this item. She attended a conference in January and became aware of this program that was looking to establish the next group of institutions to utilize this service to develop information to help make decisions relating to academic operations. We have been working to do this on our own and think we are years away from being where we ought to be. In addition to $70,000 a year, which is a significant reduction in cost from where we started, the total cost includes a onetime set-up fee, travel for their employees to do training and a 3% escalator for each additional year. We do have a one year opt out, which is not normal for them, in a three year contract. Motion to approve by Terry Beck and seconded by Regent Hoferer. Motion passed.

8. Redesign/Update of University Website

Executive Director of Enrollment Management Richard Liedtke reported, saying five years ago the Board approved an update to the website. We now need to refresh the website because technology is changing. The website is the number one way to communicate with prospective students and their parents, with many times prospective students and their parents visiting our website before we even know they are interested in Washburn. This is a good time for this work with our new contract with the Frank Agency in moving forward to increase our footprint. Motion to approve by Regent Sneed and seconded by Regent Parks. Motion passed.

9. Washburn USW Local 307L-4 Memorandum of Agreement

Vice President for Administration and Treasurer Jim Martin presented the item. He said in February, we conducted negotiations with the bargaining unit on the wage opener in our agreement. We wanted some flexibility to address issues where we needed to put more resources to hire/retain certain positions. This is a two year plan and is about $30,000 above budget but guarantees no increase next year. If approved, the wage changes will be retroactive to January 29. There are some other items changing relating to clarification and creating a new job classification. Motion to approve by Regent Hoferer and seconded by Regent Sneed. Motion passed.

10. Prepaid Expense Card for the Washburn University Athletic Department

Vice President for Administration and Treasurer Jim Martin presented, saying when coaches go on team or recruiting trips, they hand players cash and expect receipts back to submit for reconciliation. The proposed cards will be used by coaches and players. The amount per card can be regulated and will allow us to track expenses better. The agreement is a one year contract with the option to renew, so if there are problems we can cancel.

In response to a question about why this was not with a Topeka bank, Loren Ferre, Athletic Director, advised the board that when this agreement was worked out, Chris Leach advised that local banks did not have this service. Mr. Martin added that some of the local banks may have this service in place by the time the year is over.   Motion to approve the agreement by Regent Parks, with the proviso offered by Regent Sneed that the agreement be approved for only one year and any extension would need to come back to the Board for approval, and seconded by Regent Boles. Motion passed.

11. Expenditures over $50,000

Chairman McGivern suggested that because all of the times were listed and discussed at the Budget and Finance Committee meeting that all items be presented first and one motion to approve all items would be offered at the end. A consensus of the Board agreed to that process.

a. Parking Lot Repairs and Reconstruction Lot R

Vice President for Administration and Treasurer Jim Martin said this work will be on the worst parts of the lot behind Henderson. The work will probably be about 50% of the lot. He expects about three or four more years before all of the parking lots will have been repaired under the original plan.

b. Computer System Purchases

Vice President for Administration and Treasurer Jim Martin said this is a request pursuant to the annual computer refresh calendar for both WU and WIT. We use a six to eight year refresh cycle. This contract involves using a state contract. In response to a question about tracking software on the laptops, Jim Talglereni, Chief Information Officer, said it is used to track a computer if it is missing. He has used this software at previous places of employment and always have gotten the computer back.

c. Barracuda Backup Server

Vice President for Administration and Treasurer Jim Martin reported this is a purchase through state contract and the purchase actually occurred in February due to time limits in being able to take advantage of the contract. This would be for ratification of that purchase.

d. Facilities Services HVAC Improvement Project

Vice President for Administration and Treasurer Jim Martin said this is for the facilities building just east of Moore Bowl. Folks working there have put others' buildings before their own, but heating/cooling in that building is abysmal.

e. Resurface Tennis Court and Net Post Replacement Project

Vice President for Administration and Treasurer Jim Martin reported this project needed to be done a year ago. Posts holding up nets are no longer NCAA compliant.

f. Football and Baseball Locker Rooms Renovation Project – C13009, C17015, C14052

Vice President for Administration and Treasurer Jim Martin said this is the final step of five year locker room updating project. This will address the Home football locker room in Whiting and home baseball locker room in Petro.

g. Kuehne Hall Stairway Restoration Project

Vice President for Administration and Treasurer Jim Martin said Kuehne is one of the smaller, older dorms on west side of campus, approximately 38 years old. The hall is off line right now but we would like to bring it back in the fall. Staircases are pitted and rusting. Overall poor condition. This project will replace concrete on stairs and decking. He said we recommend using a Kansas City, MO, company because the project involves very specialized skills in integrating concrete and metal in these types of projects.

h. Law School Library Roof Replacement Project

Vice President for Administration and Treasurer Jim Martin said the roof on the School of Law Library is a 30 year old roof. This is the number one roof needing replacement on campus.

i. Washburn Village Refresh Program – Phase I

Vice President for Administration and Treasurer Jim Martin reported we have spent very little on systematic refreshing of this facility. This project will take one of the four buildings this summer and redo flooring, countertops, sinks and paint. The plan is to do this over four years. This building in the one most in need.

j. Mabee Library Restroom Upgrade – Phase 2

Vice President for Administration and Treasurer Jim Martin said the restroom in Mabee Library is badly in need of being upgraded, it has some fixtures that are very old.

k. Design Consultant for Electrical Distribution System Master Plan – Project #C17019

Vice President for Administration and Treasurer Jim Martin said the backbone of the campus electrical is underground. He said he gets nervous about hearing of brittleness, particularly of high voltage power lines. Other institutions with similar aged infrastructure are making replacements. This item would approve hiring a consultant to evaluate and develop the master plan.

l. LLC Vent Piping Replacement Project

Vice President for Administration and Treasurer Jim Martin reported this has been a problem off and on for years. Apparently the problem is the sewage piping and venting of the system is cracking and when the system backups on occasion, this sends an unpleasant odor through cracks. This project is to start replacing the vertical pipes where the problems exist. Then we will have to repair rooms where the replacements occur.

Motion to approve for all items by Regent Hoferer and seconded by Regent Sneed. Motion passed.

12. Audience Generation and Adult Learning Recruitment for RN-BSN

Vice President for Academic Affairs JuliAnn Mazachek presented the item. She said this is a three year contract to EAB/Royal for marketing services for program. This is a unique program to identify the affinity of a particular group and then direct the message, particular for adult learners, which is the target group. We believe this group is the best in its class in marketing for this type of program. Royal did this same program for the University of Missouri. This will replace what we have been doing with the Frank Agency and will be cheaper.

A question was asked about what are we getting from the Frank Agency and should the Board be getting a report to justify why this is being spent with someone else. Regent Sneed requested a report from the Frank Agency. The Board is also interested in comparison with what we spent and what we are getting compared with previous. Executive Director of Enrollment Management Richard Liedtke says the budget hasn't changed with the Frank Agency. Motion to approve by Regent Sneed and seconded by Regent Beck. Motion passed.

C. Information Item(s)

1. Washburn University Student Government Association

Malcolm Mikkelsen, past president, and Trevor Ingram, director of research and legislation, with the Washburn Student Government Association (WSGA), presented on work done by the WSGA in the past year. They worked on open source textbooks to help reduce costs. The incoming president had this as part of their platform, so they will be moving forward next year. They also conducted a survey of areas on campus where they are recommending changes or improvements for access for students with disabilities.

2. Report of Purchases between $25,001 and $50,000

It was moved and seconded to adjourn. The meeting of the Board of Regents adjourned at 5:46 p.m.

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Marc Fried
Secretary, Board of Regents

Agenda Item No. VII. A. 1.
Washburn University Board of Regents

SUBJECT: Liquidated Claims Approval – March 2017

DESCRIPTION: Attached is the list of claims processed for the month of March, 2017 by fund, and a summary of all claims by fund is detailed below. The payroll claims will be presented to the Board of Regents for review at the June 15, 2017 meeting through the Chairperson.

To the best of my information and belief, I certify that the liquidated claims submitted in this transmittal are in compliance with all applicable laws and University policies.

____
Jim Martin, Vice President for Administration & Treasurer

WASHBURN UNIVERSITY

Fund #	Fund Name	Total Claims
1.	General Fund	$2,420,186
2.	Debt Retirement & Construction Fund	-0-
3.	Building and Construction Fund	343,127
4.	Endowment Fund	-0-
5.	Student Loan Fund	2,395
7.	Tort Claim Fund	8,725
8.	Restricted and Agency Fund	281,417
9.	Plant Fund	-0-
10.	Smoothing Fund	-0-
12.	Capital Improvement	-0-
13.	Government and Research Fund	91,232
	Sub-Total	3,147,082
	Payroll	3,059,375
	Payroll Withholding ACH Transactions	2,821,364
	Total	**$9,027,821**

WASHBURN INSTITUTE OF TECHNOLOGY

1.	General Fund	$223,978
3.	Building and Construction Fund	2,802
5.	Student Loan Fund	-0-
8.	Restricted and Agency Fund	9,006
13.	Government and Research Fund	57,528
	Sub-Total	293,314
	Payroll	379,442
	Payroll Withholding ACH Transactions	192,139
	Total	**$864,895**

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Date Jerry B. Farley, President

Agenda Item No. VII. A. 2.
Washburn University Board of Regents

SUBJECT: Liquidated Claims Approval – April 2017

DESCRIPTION: Attached is the list of claims processed for the month of April, 2017 by fund, and a summary of all claims by fund is detailed below. The payroll claims will be presented to the Board of Regents for review at the June 15, 2017 meeting through the Chairperson.

To the best of my information and belief, I certify that the liquidated claims submitted in this transmittal are in compliance with all applicable laws and University policies.

____

Jim Martin, Vice President for Administration & Treasurer

WASHBURN UNIVERSITY

Fund #	**Fund Name**	**Total Claims**
1.	General Fund	$1,518,490
2.	Debt Retirement & Construction Fund	-0-
3.	Building and Construction Fund	440,422
4.	Endowment Fund	-0-
5.	Student Loan Fund	750
7.	Tort Claim Fund	10,608
8.	Restricted and Agency Fund	173,245
9.	Plant Fund	-0-
10.	Smoothing Fund	-0-
12.	Capital Improvement	-0-
13.	Government and Research Fund	183,941
	Sub-Total	2,327,456
	Payroll	2,723,760
	Payroll Withholding ACH Transactions	2,694,797
	Total	**$7,746,013**

WASHBURN INSTITUTE OF TECHNOLOGY

1.	General Fund	$185,819
3.	Building and Construction Fund	14,800
5.	Student Loan Fund	-0-
8.	Restricted and Agency Fund	25,329
13.	Government and Research Fund	13,698
	Sub-Total	236,646
	Payroll	343,695
	Payroll Withholding ACH Transactions	177,031
	Total	**757,372**

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Date Jerry B. Farley, President

Agenda Item No. VII. A. 3. a.
Washburn University Board of Regents

SUBJECT: Faculty/Staff Personnel Actions

DESCRIPTION:

The following routine adjustments to specific salary lines must either be reported to the Board or approved by the Board.

Name	Position	Change	Financial Implications	Comments	Action
Christopher Enos	Interim Director, University Police POSN 000751	Director, University Police effective May 1, 2017. Increase salary from $69,239 to $78,884.	Funds available in existing FY'17 budget	Official change in title and increase in salary and removal of interim designation	Request approval
Andrew Farkas	Assistant Professor of English POSN 000068	Correction to budget line.	Return $1,000.00 from CAS Adjunct fund.	New Hire – Editorial Error. Budget line should have been increased to salary offer.	For infor-mation only
Keith Farwell	Program Director Diagnostic Medical Sonography/ Assistant Professor Allied Health, POSN 000334.	Position conversion from Tenure Track to Lecturer	No salary change.	Change in rank at the request of faculty member, conversion recommended based on program needs and assessment of needs within the department.	Request approval
Harry "Rusty" Taylor	Respiratory Therapy Program Director/ Instructor Allied Health, POSN 000334.	Title change from Instructor to Lecturer	No salary change.	Change based on assessment of titles and elimination of Instructor title.	Request approval

Justin Villmer	Washburn Tech - Associate Director of Finance & Admin, POSN K00117.	Position included in FY 2017 Budget. Title has changed	$70,000 Annual Salary. Increase of $9,938 will be covered with available FY17 budgeted funds.	Approval needed for FY 2017 as appointment date is June 19, 2017	Request approval

RECOMMENDATION:

President Farley recommends approval of these personnel actions.

Date

Jerry B. Farley, President

Agenda Item No. VII. B. 1.
Washburn University Board of Regents

SUBJECT: FY 2018 General Fund Budget
– Washburn University and Washburn Institute of Technology

DESCRIPTION:

At its April 6, 2017 meeting the Board of Regents Budget and Finance Committee received the Administration's budget assumptions for the FY 2018 General Fund Budgets for Washburn University and Washburn Institute of Technology. The Committee reviewed budget assumptions at the June 8 and June 15 committee meetings. The FY 2018 proposed budget for Washburn University and Washburn Institute of Technology is detailed in the attached pages.

FINANCIAL IMPLICATIONS:

As described in the FY 2018 General Fund Budget Summary Presentation and detailed in the FY 2018 Budget Summary Tables.

RECOMMENDATION:

President Farley recommends approval of the FY 2018 General Fund Budget of $89,249,889 for Washburn University and $10,949,100 for Washburn Institute of Technology.

____________________ ______________________________
Date Jerry B. Farley, President

Agenda Item No. VII. B. 2.
Washburn University Board of Regents

SUBJECT: Apple Computer System Purchase

DESCRIPTION:

Information Technology Services follows a schedule to annually replace a portion of existing Apple and PC laptop computers. This request applies only to Apple computers and replaces 36 Apples. We are requesting approval to purchase desktop computer systems for various departments of the Washburn University campus. These purchases are part of our annual computer replacement cycle to keep desktop and laptop systems current and operational. The following is the purchase amount for the order from Apple Computers:

Washburn University $ 57,288

- 36 Desktop Computers

Apple Computers is the sole vendor of the devices.

FINANCIAL IMPLICATIONS:

The purchase will be funded through approved FY 2018 Technology request funds.

RECOMMENDATION:

President Farley recommends the Board of Regents approve award of purchase in the amount of $57,288 to Apple Computer for Apple computer equipment for Washburn University.

______________________ ______________________________
Date Jerry B. Farley, President

Agenda Item No. VII. B. 3.
Washburn University Board of Regents

SUBJECT: Kansas Room Audio Visual Project - C14046/C18041

DESCRIPTION:

The Kansas Room in the Memorial Union is utilized on a daily basis for a wide variety of academic and Board of Regents programming. Upon completion of this project, the audio visual needs for presentations and meetings will be "state of the art" taking advantages of all the latest technology enhancements in this arena. The audio and visual essentials will be fully integrated through a high definition signal management solution. The University used the State of Kansas contract system for this project.

A task force of end users was commissioned to determine the scope of the project, which will include a wireless video conferencing system that will allow clear and unfettered voice and visual display throughout the room. The project scope was then provided to Cytek, a local firm providing media and conferencing solutions for similar type projects. The task force is recommending the firm of Cytek as their solution addresses all of the deficiencies and improvements identified by the task force, they have extensive experience working on Washburn campus, and they provide the best value for the dollars being spent.

Vendor	BID
Cytek	**$93,955**

FINANCIAL IMPLICATIONS:

An expenditure of $93,955 from the FY14 and FY18 Capital Programs.

RECOMMENDATION:

President Farley recommends the Board of Regents approve a contract with Cytek to provide a new audio visual system for the Kansas Room.

________________________ ______________________________

Date Jerry B. Farley, President

Agenda Item No. VII. B. 4.
Washburn University Board of Regents

SUBJECT: Ratification of Microsoft Campus Agreement Renewal

DESCRIPTION:

The Microsoft Campus Agreement covers the Microsoft Operating System for desktop and laptop computers and servers; Microsoft Office for faculty and staff computers; and the ability for faculty, staff, and students to be able to install Microsoft Office on their home computers (as part of our Office 365 subscription). The agreement covers Washburn University and Washburn Institute of Technology. Funding is through Information Technology Services. Purchase will be made through GovConnection. The following is the purchase amount for this order:

GovConnection	$60,379

We are in the final year of a three-year agreement with GovConnection and Microsoft for our campus agreement.

FINANCIAL IMPLICATIONS:

Funding will be through FY 2018 Information Technology Services operating expenses. This is an annual renewal.

RECOMMENDATION:

President Farley recommends the Board of Regents ratify Chair McGivern's approval of contract award in the amount of $60,379 to GovConnection for purchase of the renewal of the Microsoft Campus Agreement.

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Date Jerry B. Farley, President

Agenda Item No. VII. B. 5.
Washburn University Board of Regents

SUBJECT: Washburn Tech Automotive Collision Parking Lot Repairs Project # CK1801

DESCRIPTION:

The parking lot for the Automotive Collision building is in very poor condition and is past the end of its serviceable life. The entire lot between the Automotive Collison building (Building L) and the Construction Services building (Building K) needs to be replaced during the summer break. The lot is heavily used during the academic year and the summer months are the only time conducive to undertaking these extensive repairs and reconstruction. Bartlett and West served as Engineer of Record for this project and plans and specifications were sent to local excavation and concrete contractors in early May. The compliant bids received were as follows:

BIDDER	BID
Dinkel Construction	**$144,681**
DF Osborne	$148,279
Ben Schreiner Construction	$164,741

Dinkel Construction will serve as the General Contractor for this project.

FINANCIAL IMPLICATIONS:

An expenditure of **$144,681** from the FY17 and FY18 Capital Outlay.

Total project costs of $164,000 to include design services, construction, testing, and construction activities were included in the FY17 and FY18 Capital Outlay.

RECOMMENDATION:

President Farley recommends the Board of Regents approve award of the contract to Dinkel Construction Contractors in the amount of $144,681 for the Washburn Tech Parking Lot Repair Project.

Date

Jerry B. Farley, President

Agenda Item No. VII. B. 6.
Washburn University Board of Regents

SUBJECT: Washburn Tech Logoed Embroidered Program Uniforms and Clothing

DESCRIPTION:

Most program students at Washburn Tech are required to wear a uniform consistent with industry expectations. To ensure competitive prices for student uniforms, a Request for Proposal (RFP) was sent to local vendors for a three-year contract to provide quality work shirts and other apparel. The RFP specifications were based upon enrollment estimates in the various programs. Three bids were received that met the specifications of the RFP.

BIDDER	BID
Similar Mode Uniforms, Inc.	**$90,552**
Ameripride	$94,271
Reliant Apparel, LLC	$120,842

FINANCIAL IMPLICATIONS:

An estimated expenditure of $90,552 for uniforms based upon student enrollment in the respective programs. Total costs were included in the FY18 Washburn Tech General Fund budget for student uniforms and will come from student fee revenue.

RECOMMENDATION:

President Farley recommends the Board of Regents approve purchase of Washburn Tech Logoed Embroidered Program Uniforms and Clothing to Similar Mode Uniforms, Inc., in the amount of $90,552.

_________________________ ________________________________

Date Jerry B. Farley, President

Agenda Item No. VII. B. 7.
Washburn University Board of Regents

SUBJECT: Chartwells' Amendment number eight to Food Services Agreement

DESCRIPTION:

Washburn signed the initial contract with Chartwells to provide food service on campus in July 2006. This contract has been amended several times with the most recent amendment extending the contract through 2025 to include providing food service in Lincoln Dining. Currently, annual payments to Chartwells are over $2,300,000. During fiscal year 2017, the first year of Lincoln Hall operation, certain startup costs were incurred by Chartwells which Chartwells has requested Washburn to pay a portion of. A negotiated agreement was reached whereby Washburn would pay $100,000 of these startup costs.

FINANCIAL IMPLICATIONS:

The $100,000, one-time payment to Chartwells will be paid from the Auxiliary budget.

RECOMMENDATION:

President Farley recommends the Board of Regents approval of the contract amendment and $100,000 payment to Chartwells.

____________________ Date

______________________________ Jerry B. Farley, President

EXCLUSIVE LICENSE AGREEMENT

This Agreement is made and entered into effective as of the 1st day of July, 2017, by and between Pepsi-Cola Bottling Co. of Topeka, Inc., a Kansas corporation ("Pepsi-**Cola")** and Washburn University (the **"University"),** a municipal university and political subdivision of the State of Kansas.

WITNESSETH:

WHEREAS, the University owns and operates a University campus at 1700 SW College Avenue, Topeka, Kansas, and is affiliated with the Washburn Institute of Technology that operates its campus at 5724 SW Huntoon Street, in Topeka, Kansas (collectively the **"Campus");** and

WHEREAS, Pepsi-Cola is in the business of distributing the following products (collectively the **"Beverage Products"):** (i) various premix and postmix beverage products for use in preparing and serving fountain beverage products (the **"Fountain Products")** and (ii) various packaged beverage products (the **"Packaged Products");** and

WHEREAS, a delineation of the current Packaged Products distributed by Pepsi-Cola is set forth on Exhibit B and a delineation of the current Fountain Products distributed by Pepsi-Cola is set forth on Exhibit C attached hereto; and

WHEREAS, the University desires to arrange for a high quality beverage service to the Campus community, including visitors, at fair prices, convenient locations, in containers and modes of distribution attractive to and demanded by the Campus consumer; and

WHEREAS, Pepsi-Cola wishes to provide funds to the Washburn University Foundation in order to support the Washburn Athletic facilities; and

WHEREAS, the University wishes to generate income in order to support specific initiatives designed to enhance the quality of the University and the student experience; and

WHEREAS, Pepsi-Cola wishes to associate its business with the promotion of the University initiatives and to obtain the goodwill and promotional opportunities resulting therefrom; and

WHEREAS, the University desires to grant to Pepsi-Cola the exclusive license and right to sell or otherwise provide certain beverages and certain other snack food products on the Campus, to grant to Pepsi-Cola the exclusive license and right to promote certain beverages on the Campus and to provide Pepsi-Cola with regular opportunities to interact with students of the University and the University community by participating in and gaining recognition from various student life and University initiatives.

NOW, THEREFORE, in consideration of these premises and the mutual and dependent promises hereinafter set forth, the parties hereby agree as follow:

1. Term of this Agreement. The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2024. The term **"Year"** shall refer to each annual period during the Term commencing on July 1 and ending on June 30. Thereafter, University shall not enter into an agreement similar to the Agreement without notice to Pepsi-Cola and providing Pepsi-Cola with the right to match the terms of such other agreement.

2. License Fee. In consideration of the University's grant of exclusive licenses and rights set forth herein, Pepsi-Cola agrees to pay the University a license fee (collectively the **"License Fee")** consisting of the following: (i) the sum of Five Hundred Thousand Dollars ($500,000) payable as described on Exhibit A, and (ii) the sum of Sixty Thousand Dollars ($60,000) on or before August 1st of each Year of the Term (the **"Annual Fee").** Any Annual Fee payable hereunder for a particular Year is subject to the University maintaining the provisions described in section 4(c).

3. Programs and Support. Pepsi-Cola agrees to pay or provide to the University the amounts, items, products and / or services set forth on Exhibit D attached hereto. Pepsi-Cola shall pay the amounts described in Exhibit D that are due to the University within 45 days after the end of each Year. Pepsi-Cola shall provide the University with reasonable documentation, where necessary, detailing the calculation of amounts payable hereunder based upon the number of cases of Packaged Product sold from Vending Machines on the Campus and shall offer the University reasonable opportunity upon request to examine Pepsi-Cola's financial records to confirm all calculations.

4. Grant of Exclusive Beverage and Snack Vending Rights.

(a) The University hereby grants Pepsi-Cola, and Pepsi-Cola hereby accepts, the exclusive license and right during the Term to install and operate Vending Machines on the Campus. Throughout the term, the University shall not grant any other person or entity the right or license to install or operate any Vending Machine. The term "Vending Machine" shall mean any type of vending equipment which (i) offers or sells any beverage product or (ii) offers or sells snack food products (e.g. candies, gums, cookies, chips and the like). Vending Machines shall not include water coolers, water fountains, non-coin-operated coffee machines, or microwave ovens; however, Pepsi-Cola may, at its option, provide microwave ovens to heat snacks traditionally served hot at such vending locations where "hot snacks" are sold and any such equipment shall remain the property of Pepsi-Cola.

(b) Promptly after execution of this Agreement, the University and Pepsi-Cola shall mutually agree on specific locations for the Vending Machines on the Campus. In order to preserve the integrity and appearance of the Campus, Pepsi-Cola shall not unilaterally relocate any Vending Machine without the consent of the University, which consent shall not be unreasonably withheld.

(c) In the event the University should elect to sell, destroy or remodel any building in which a Vending Machine is located, the University shall provide Pepsi-Cola with reasonable advance notice and opportunity to remove such Vending Machine prior to the sale, destruction or remodel. Following such reasonable notice, Pepsi-Cola shall, at its sole expense, remove the Vending Machine and relocate it to a mutually agreeable alternative site, if such a site exists; provided, Pepsi-Cola shall have the right at all times under this Agreement to maintain at least 45 Packaged Products Vending Machines and 20 snack machines on the Campus. Pepsi-Cola shall not place additional Vending Machines on the Campus without the consent of the University, which consent shall not be unreasonably withheld. Upon reasonable notice, the University may require that Pepsi-Cola move Vending Machines, at Pepsi-Cola's sole expense, for purposes of construction, facilities improvement and maintenance.

(d) Pepsi-Cola shall, at its sole expense, fill, maintain, and service (including maintaining, servicing, filling coin changers) all Vending Machines. Pepsi-Cola shall keep the Vending Machines well-stocked with Packaged Products and snacks, in appropriately sized servings, and in brands and /or flavors sought by the University community. Pepsi-Cola will also post nutritional guidelines where appropriate and mutually agree upon healthy choice product selections to be promoted in full size Vending Machines. Such healthy choice products shall be placed in 15% of each full sized Vending Machine; provided, they do not become out of date and Pepsi-Cola is unable to sell the products through the Vending Machines.

(e) Pepsi-Cola shall charge for Packaged Products that are sold in Vending Machines $.90, $1.50 and $1.75 for 12 ounce cans, 20 ounce plastic bottles, and Gatorade products, respectively. Pepsi-Cola shall charge for snacks that are sold in Vending Machines the prices set forth in Exhibit E. The University and Pepsi-Cola recognize that on an annual basis during the Term, Pepsi-Cola may desire a change in vending prices for Packaged Products and snacks. Should Pepsi-Cola desire such a price change, the parties agree to negotiate in good faith to amend this subsection (e); provided, Pepsi-Cola shall always have the right to increase the prices for such Packaged Products equal to the demonstrated percentage increase, if any, which may have occurred in Pepsi-Cola's cost of goods for such products since the date of this Agreement. Pepsi-Cola and the University, by mutual agreement, shall determine the proper percentage of placements between bottles and can vending machines; however, at no time, shall the number of Vending Machines which sell 12 oz. can Packaged Products be more than 15% of the total number of Vending Machines selling Packaged Products.

(f) Pepsi-Cola shall pay the University (i) a commission equal to 35% of all revenue (cash and proceeds from the debit cards readers ("Readers") described in section 4 (i)) collected net of sales tax from the Vending Machines which sell Packaged Products, and (ii) a commission equal to 20% of all revenue (cash and proceeds from Readers) collected net of sales tax from the Vending Machines which sell snacks (collectively the “Commissions”). Commissions shall be paid by Pepsi-Cola within 45 days after the end of each calendar month.

(g) Pepsi-Cola shall pay, when due, all costs and expenses incurred to own and operate the Vending Machines; provided, the University, at its expense, shall provide all electricity service and wiring for the Vending Machine locations up to the sockets necessary for such operation. In no event shall the University be responsible for any damage to the Vending Machines or Packaged Products or snacks owned by Pepsi-Cola related to an electrical power failure.

(h) Pepsi-Cola shall (i) pay or cause to be paid, when due, all taxes, assessments, and permit and license fees which may be imposed by any governmental authority arising out of the conduct of its business (including, without limitation, the ownership and operation of the Vending Machines or the sale of the Packaged Products and snacks); (ii) charge, collect, and pay all applicable sales, use, and or excise taxes that may be imposed upon the sale of the Packaged Products and snacks; and (iii) in its own name remit to and file with the proper governmental authorities all the foregoing taxes, assessments, fees and necessary returns and comply with all regulations and rules promulgated by such governmental authorities; provided Pepsi-Cola shall have no obligation under this Agreement to pay taxes, if any, levied on the income earned by the University under this Agreement.

(i) Pepsi-Cola warrants that the Vending Machines provided by it shall be new or like new and state-of-the-art and shall include a dollar bill validator/changer. Pepsi-Cola also warrants that it will be ADA compliant. Pepsi- Cola shall provide Readers on designated snack machines compatible with the University student/employee identification card system and shall be "on-line" and throughout the Term, Pepsi-Cola shall pay all costs to deliver, install (including necessary wiring inside the Vending Machine) and maintain each Reader. The University will be required to install all necessary wiring within the Campus buildings. Each Year, Pepsi-Cola agrees to pay the University for annual support of $1,500. Pepsi-Cola reserves the right to remove any Readers if the usage does not meet industry standards, in Pepsi-Cola's reasonable opinion.

(j) The Vending Machines shall be the property of Pepsi-Cola. Except as provided in this Agreement, the University shall have no duty to care for the Vending Machines and no obligation or responsibility to protect, maintain, repair, or otherwise care for any of the Vending Machines; provided, the University shall use reasonable care to reduce the risk of loss or damage (including that from theft and vandalism) to any Vending Machine while such equipment is located on the Campus. The University shall not be liable, Pepsi-Cola releases the University from liability, and Pepsi-Cola assumes all risk, for any theft, loss, damage or destruction of the Vending Machines kept, stored, or located on the Campus unless such theft, loss, damage or destruction is caused by the gross negligence or intentional misconduct of the University.

(k) Pepsi-Cola shall, at its sole expense, maintain each of the Vending Machines in good working order. Throughout the Term, Pepsi-Cola shall maintain a seven day a week, 24 hours per day telephone answering service for Vending Machine repair and support service and shall perform preventative maintenance and regular service audits on all Vending Machines. Pepsi-Cola shall, at its sole expense, repair or replace any damaged, defective, or inoperative Vending Machine within 72 hours of the phone call notice to the answering service. The costs to repair or maintain the Vending Machines, including parts and labor, shall be the sole responsibility of Pepsi-Cola.

5. Grant of Exclusive Beverage Pouring and Fountain Rights.

(a) In addition to the rights and licenses set forth herein relating to Vending Machines, the University hereby grant Pepsi-Cola the right and license to be the exclusive beverage supplier on the Campus for all beverages of any type or kind and whether packaged or fountain, excluding only those beverages described in section 8. Except in the case of an event of force majeure, Pepsi-Cola shall provide the University with supplies of Beverage Products adequate to meet the reasonable requirements of the University, at the times and locations, and in the quantities and types requested by the University.

(b) The University shall cause Pepsi-Cola's Fountain Products to be served in an approved graphic design cup, said cups to be provided at the expense of the University. Pepsi-Cola shall charge for cups the initial prices established in Exhibit C. Any increases in cup pricing shall be made each January of the Term. University shall receive 30 day written notice of any pricing changes. Notwithstanding the foregoing, the University shall not be required to use the graphic design cup at catered events and, in such case; the University shall use an unidentified or plain cup.

(c) All equipment relating to the Fountain Products (the **"Fountain Equipment")** shall be provided and installed by Pepsi-Cola, at its sole expense, and shall remain the property of Pepsi-Cola throughout the Term. Pepsi-Cola warrants that the Fountain Equipment provided by Pepsi-Cola shall be new or like new and state-of-the- art. Pepsi-Cola warrants that it will be ADA compliant.

(d) The Fountain Equipment shall be the property of Pepsi-Cola. Except as provided in this Agreement, the University shall have not duty to care for the Fountain Equipment and no obligation or responsibility to protect, maintain, repair, or otherwise care for any of the Fountain Equipment; provided, the University shall use reasonable care to reduce the risk of loss or damage (including that from theft and vandalism) to any Fountain Equipment while such equipment is located on the Campus. The University shall not be liable, Pepsi-Cola releases the University from liability, and Pepsi-Cola assumes all risk, for any theft, loss, damage or destruction of the Fountain Equipment kept, stored or located on the Campus unless such theft, loss, damage or destruction is caused by the gross negligence or intentional misconduct of the University.

(e) In the event that the University should elect to sell, destroy or remodel any building in which Fountain Equipment is located, the University shall provide Pepsi-Cola with reasonable advance notice and opportunity to remove the Fountain Equipment prior to the sale, destruction or remodel. Following such reasonable notice, Pepsi-Cola shall, at its sole expense, remove the Fountain Equipment and relocate it to a mutually agreeable alternative site, if such site exists. Upon reasonable notice, the University may require that Pepsi-Cola move Fountain

Equipment, at Pepsi-Cola's sole expense, for purposes of construction, facilities improvement and maintenance.

(f) Pepsi-Cola shall, at its sole expense, maintain all of the Fountain Equipment in good working order. Pepsi-Cola shall, at its sole expense, repair or replace any damaged, defective, or inoperative Fountain Equipment. Throughout the Term, Pepsi-Cola shall maintain a seven day a week, 24 hours per day telephone answering service for the equipment repair and support service and shall perform preventative maintenance and regular service audits on all Fountain Equipment. The costs to repair or maintain the Fountain Equipment, including parts and labor, shall be the sole responsibility of Pepsi-Cola.

(g) Notwithstanding anything contained herein to the contrary, neither the University nor its employees or agents shall misuse, intentionally damage or permit unreasonable damage to any of the Fountain Equipment located at the Campus.

6. <u>Pricing.</u>

(a) Prices for Packaged Products Purchased by the University are disclosed on Exhibit B.

(b) Prices for Fountain Products and Cups purchased by the University are disclosed on Exhibit C.

(c) The price of any Beverage Product shall remain unchanged through June 30, 2020. On July 1, 2020 and on July 1st of each Year thereafter, Pepsi-Cola may increase the price of Beverage Products to the University annually by a percentage amount equal to the percentage increase, if any, which may have occurred in Pepsi-Cola's cost of goods for such products since the date of this Agreement. Upon implementing such an increase, Pepsi-Cola shall present the University with an updated price list with a supporting calculation describing Pepsi-Cola's increase in cost of goods for such products and shall offer the University reasonable opportunity upon request to examine Pepsi-Cola's financial records in order to confirm such calculation.

7. <u>Beverage Products Warranty</u>. Pepsi-Cola warrants and covenants that all Beverage Products it delivers to the University under the terms of this Agreement will be unadulterated an in compliance with all applicable federal, state and local food and health laws, rules and regulations.

8. <u>Exclusive Sale and Promotion of the Beverage Products.</u> During the Term, the Beverage Products shall be the exclusive beverages sold, dispensed or otherwise made available, or in any way displayed, represented or promoted at or in connection with the University and /or the Campus by any method or through any medium whatsoever (including without limitation print, broadcast, internet, direct mail, coupons, handbills, displays and signage), whether public or private, except (i) beverages provided at privately catered events, provided the University did not sponsor or cater the event, and the beverages served are offered at no additional charge to the event attendees, and all residual bottles, cans, or other evidences of the beverages served are promptly removed at the conclusion of the event; (ii) beverages brought onto the Campus by students, faculty, staff, guests, invitee, or visitors of the University for personal consumption; (iii) hot tea, hot chocolate, coffee or coffee derived products such as cappuccinos or lattes; (iv) brewed iced tea provided at University cafeteria or catered events, provided such iced tea is served in cups (as opposed to single serving cans/bottles) and not dispensed from fountain equipment; (v) tap water; (vi) water most commonly dispensed into personal cups from water coolers and not packaged in individual bottles or cans; (vii) beverages containing alcohol; (viii) milk not served through Vending Machines, milk based drinks such as milk shakes and malts and products used by the Athletic department in their "milk bar" and training table; (ix) beverages used in food preparation; (x) prepared juice smoothies provided Pepsi-Cola reserves the right on an annual basis to modify or delete this exception if a suitable substitute Beverage Product becomes available to Pepsi-Cola; and (xi) beverages brought on Campus for consumption in the office of the President.

The University will provide Pepsi-Cola access to advertise on streaming events and through social media. Advertising content will be mutually agreed upon by the University and Pepsi-Cola.

9. Indemnification.

(a) **Indemnification of the University**. Pepsi-Cola shall defend, hold harmless, and indemnify the University and its directors, officers, employees, and agents (each of which shall be referred to as a "University Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against a University Indemnitee arising from or relating to (i) the negligent acts or omissions of Pepsi-Cola and its officers, employees and agents, and (ii) Pepsi-Cola's breach of the terms of this Agreement and any transaction contemplated hereby; provided, Pepsi-Cola shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the University Indemnitee's negligent acts or omissions. The obligations under this subsection (a) shall survive the termination of this Agreement.

(b) **Indemnification of Pepsi-Cola.** The University shall defend, hold harmless, and indemnify Pepsi-Cola and its directors, officers, employees, and agents (each of which shall be referred to as a “Pepsi Indemnitee”) from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against a Pepsi Indemnitee arising from or relating to (i) the negligent acts or omissions of the University and its officers, employees and agents, and (ii) the University's breach of the terms of the Agreement and any transaction contemplated hereby; provided, the University shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the Pepsi Indemnitee's negligent acts or omissions. The obligations under this subsection (b) shall survive the termination of this Agreement. Notwithstanding any other provision of this Agreement, University’s indemnification and hold harmless obligations are limited by and subject to the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.).

10. Communications. Representatives of Pepsi-Cola and the University shall meet in person no less than twice each Year to communicate any information which may result in a material change in the operations of any party in relation to this Agreement. Such items of concern may include, but are not limited to, changes in key personnel, assessment and evaluation of Pepsi-Cola's technical service support, changes in organizational structure, event sponsorship, or new product introduction. Pepsi-Cola will provide monthly sales and commission reports to the University and meet to review as necessary.

11. **Termination by Pepsi-Cola.** This Agreement may be terminated by Pepsi-Cola if the University shall be in breach or default under any one or more of its material covenants or agreements contained in this Agreement and such breach or default shall not be cured within 30 days after written notice thereof from Pepsi-Cola to the University; provided, if such breach or default is of a type which may not be reasonably cured within such 30 day period, then such 30 day period shall be extended for such additional period as may be reasonably necessary, as long as the University has commenced the cure within such initial30 day period and diligently pursues such cure to completion.

12. **Termination by the University.** This Agreement may be terminated by the University if Pepsi-Cola shall be in breach or default under any one or more of its material covenants or agreements contained in this Agreement and such breach or default shall not be cured within 30 days after written notice thereof from the University to Pepsi-Cola; provided, if such breach or default is of a type which may not be reasonably cured within such 30 day period, then such 30 day period shall be extended for such additional period as may be reasonably necessary, as long as Pepsi-Cola has commenced the cure within such initial 30 day period and diligently pursues such cure to completion.

In the event of any termination of the Agreement prior to the scheduled expiration of the Term due to material breach by University, this Agreement and all rights of the University to use equipment shall terminate. University shall refund to Pepsi-Cola equal to the product obtained when (i) $3,000 is multiplied by (ii) the number of whole calendar months existing between the month in which the termination occurs and June 30, 2024.

13. **Notices.** All notices, demands, consents or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows: if to the University, to Washburn University, 1700 College Avenue, Topeka, KS, 66621, Attention: Jim Martin, VP of Administration and Treasurer: if to Pepsi-Cola, to Pepsi-Cola Bottling Co. of Topeka, Inc., 1901 Windhoek Drive, Lincoln, Nebraska 68512, Attention: Steve Ford, President; or to such other addresses as may hereafter be furnished in writing by the respective parties if given in the manner required above. Any notice, demand, consent or communication given hereunder in the manner required above shall be deemed to have been effected and received as of the date personally delivered or, if mailed, five days after the date so mailed.

14. **Power and Authoritv: No Conflicts.** Each party hereto represents and wan-ants to the other parties hereto that: (a) the execution, delivery and performance of this Agreement by such party (i) has been duly authorized by such party and (ii) will not violate any agreements with, or rights of, third parties; and (b) this Agreement has been duly executed and delivered by such party and is enforceable against such party in accordance with its terms.

15. **Entire Agreement.** This Agreement, together with an annexes, exhibits and/or schedules hereto, contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby, and any prior agreements or understandings, whether oral or written, are entirely superseded hereby.

16. **Representatives.** Pepsi-Cola acknowledges and agrees that the performance of this Agreement by University may be undertaken by its designated representatives or agents. For example, and without limitation, University may designate third parties to use the Fountain Equipment in cafeterias or other service areas.

17. **Assignment: Binding Effect.** This Agreement shall extend to, shall inure to the benefit of and shall be binding upon each of the parties hereto and upon their respective successors and assigns.

18. **Counterparts.** This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive License Agreement effective as of the date first above written.

PEPSI-COLA BOTTLING
CO. TOPEKA, INC.

By:
Steve Ford, President

WASHBURN UNIVERSITY

By:
Jim Martin, VP of Administration and Treasurer

EXHIBIT A

Annual Payments to Washburn University Foundation

On or before:

August 1, 2017	$200,000
August 1, 2018	50,000
August 1, 2019	50,000
August 1, 2020	50,000
August 1, 2021	50,000
August 1, 2022	50,000
August 1, 2023	50,000

EXHIBIT B

Packaged Product Pricing

PRODUCT GROUP	UNITS PER CASE	CASE COST	UNIT COST
Aquafina 16.9oz 1/24pk	24	$ 5.25	$ 0.22
Aquafina 1L 15pk	15	$ 15.45	$ 1.03
Aquafina 20oz 24pk	24	$ 18.60	$ 0.78
Aquafina PET Bottles 12oz 3/8pk	24	$ 8.75	$ 0.36
Aquafina Sparkling 12oz 12pk	12	$ 10.80	$ 0.90
CSD Cans 12oz 12pk 1893	12	$ 10.60	$ 0.88
CSD Cans 12oz 2/12pk	24	$ 9.75	$ 0.41
CSD Cans 12oz 4/6pk	24	$ 9.75	$ 0.41
CSD Cans 16oz 12pk	12	$ 14.40	$ 1.20
CSD PET Bottles 20oz 24 pk	24	$ 20.00	$ 0.83
CSD PET Bottles 2L 8pk	8	$ 12.90	$ 1.61
Gatorade and G2 20oz 24pk	24	$ 22.75	$ 0.95
Gatorade and G2 28oz 15pk	15	$ 21.10	$ 1.41
Klarbrunn Ubr Water 23.67oz 24pk	24	$ 19.00	$ 0.79
Klarbrunn Vita Ice Bottles 17oz 12pk	12	$ 7.60	$ 0.63
Lipton 1 Gallon Jug 4pk - Tea	4	$ 5.70	$ 1.43
Lipton Brisk 1L 15pk	15	$ 12.90	$ 0.86
Lipton Pure Leaf 18.5oz 12pk	12	$ 12.45	$ 1.04
Lipton Singles 20oz 24pk	24	$ 20.00	$ 0.83
Lipton Sparkling 12oz 1/12 C	12	$ 10.20	$ 0.85
Mt Dew Kickstart 12oz 1/12 C	12	$ 10.00	$ 0.83
Mt Dew Kickstart 16oz 12pk	12	$ 10.00	$ 0.83
Muscle Milk 14oz 12pk	12	$ 28.50	$ 2.38
Ocean Spray 15.2oz 12pk	12	$ 13.60	$ 1.13
Propel Fitness Water 20oz 24pk	24	$ 22.75	$ 0.95
Rockstar 16oz 24pk	24	$ 35.00	$ 1.46
SoBe Lifewater 20oz 12pk	12	$ 11.85	$ 0.99
SoBe PET 20oz 12pk	12	$ 12.90	$ 1.08
Starbucks Energy/Coffee 15oz 12pk	12	$ 21.40	$ 1.78
Starbucks Frappuccino 13.7oz 12pk	12	$ 22.85	$ 1.90
Starbucks Frappuccino 9.5oz 6/4pk	24	$ 27.00	$ 1.13
Starbucks Iced Coffee 11oz 12pk	12	$ 15.45	$ 1.29

EXHIBIT C

Fountain Product Pricing

PACKAGE	PRODUCT	GAL	BIB
3 gal BIB	Cherry Pepsi	$ 15.03	$ 45.09
	Crush Orange	$ 15.11	$ 45.33
	Diet Mountain Dew	$ 15.03	$ 45.09
	Dt Pepsi Free	$ 15.03	$ 45.09
	Gatorade Fruit Punch	$ 15.24	$ 45.72
	Gatorade Lemon Lime	$ 15.24	$ 45.72
	JT Apple Juice 100% Blend	$ 25.75	$ 77.25
	JT Grape Juice 100% Blend	$ 25.75	$ 77.25
	JT Orange Juice 100% Blend	$ 27.10	$ 81.30
	Lipton Brisk Tea	$ 14.03	$ 42.09
	Lipton Green Tea w/Peach	$ 15.03	$ 45.09
	Lipton Raspberry Tea	$ 15.03	$ 45.09
	Manzanita Sol	$ 15.03	$ 45.09
	MD Kickstart Orange	$ 21.05	$ 63.15
	Mountain Dew Code Red	$ 15.03	$ 45.09
	Schweppes Tonic	$ 15.11	$ 45.33
	SoBe LW Yumberry Pomegranate	$ 15.27	$ 45.81
	Squirt	$ 15.11	$ 45.33
	Tropicana Fruit Punch	$ 15.03	$ 45.09
	Lipton LC Tea Sweetened	$ 17.88	$ 53.64
	MD Kickstart Black Cherry	$ 15.03	$ 45.09
	Lipton LC Tea Peach	$ 17.88	$ 53.64
	Dole Old Fashion Lemonade	$ 18.59	$ 55.77
	Vita Ice Orange Mango	$ 15.03	$ 45.09
	Lipton Strawberry Melon Tea	$ 15.03	$ 45.09

<u>EXHIBIT C (cont.)</u>

Fountain Product Pricing

PACKAGE	PRODUCT	GAL	BIB
1.5 gal BIB	CS Red Alert	$ 44.27	$ 66.41
	JT Cranberry Juice	$ 27.81	$ 41.72
	JT Golden Pineapple Juice	$ 27.81	$ 41.72
5 gal BIB	Diet Dr Pepper	$ 14.49	$ 72.45
	Diet Pepsi	$ 14.53	$ 72.65
	Dr Pepper	$ 14.49	$ 72.45
	Lipton Brisk Mango Fiesta	$ 14.53	$ 72.65
	Mountain Dew	$ 14.53	$ 72.65
	Mug Rootbeer	$ 14.53	$ 72.65
	Pepsi	$ 14.53	$ 72.65
	Tropicana Lemonade	$ 14.53	$ 72.65
	Tropicana Pink Lemonade	$ 14.53	$ 72.65
	Mist TWST	$ 14.53	$ 72.65
3 gal BIB FCB	Mountain Dew FCB	$ 16.93	$ 50.79
	Pepsi FCB	$ 16.93	$ 50.79
	Siberian Chill Blue Raspberry	$ 31.20	$ 93.60
	Siberian Chill Cherry	$ 31.20	$ 93.60

Each January of the Term, Fountain Product pricing may be changed based upon any change made by PepsiCo on their National Account Pricing. University will receive a minimum 30 days written notice of this change prior to implementation.

EXHIBIT C (cont.)

Cup Product Pricing

PRODUCT	DESCRIPTION	PKG	PRICE
Cups - Foam	12 oz	1000	$ 60.90
	44 oz	300	$ 47.25
	24 oz	500	$ 51.03
	32 oz Squat	500	$ 60.59
Cups - Paper	12 oz	2000	$ 74.62
	16 oz	1000	$ 48.41
	32 oz	480	$ 44.29
	7 oz	2000	$ 84.20
	24 oz	1000	$ 63.27
Cups - Special	100 oz Mug	6	$ 45.25
	12 oz Siber Chill	1000	$ 104.50
	20 oz Siber Chill	1000	$ 126.25
	32 oz Car Cup	540 cup/550 lid	$ 103.95
	32 oz Mug	32	$ 115.25
	32 oz Sport	52 cup/lid	$ 51.08
	44 oz Car Cup	374 cup/400 lid	$ 99.49
	64 oz Mug Pepsi	12	$ 67.00
	64 oz Mug Dew	12	$ 67.00
Lids - Foam	32/44 oz	500	$ 21.68
	12/24 oz Slot	1000	$ 24.68
Lids - Paper	12 oz	2000	$ 32.96
	16/22 oz	2000	$ 32.96
	32 oz	960	$ 28.99
	24 oz	2000	$ 32.96
Lids - Special	12/20 oz Siber Chill	1000	$ 57.60
	32 oz Car	1000	$ 59.22
	44 oz Car	1000	$ 50.60

EXHIBIT D

Additional Programs and Support

		Estimated Value (Annually)
(1)	Athletic Program Support – Pepsi-Cola will annually provide 325 cases of Packaged Product from Exhibit B to the University for the Athletic Department. Pepsi-Cola will also provide annually 100 gallons of Gatorade mix (or its reasonable equivalent) to University along with four 10-gallon sideline coolers (or its reasonable equivalent), fifty 32 oz. squeeze bottles and one case of 12 oz. cups.	$5,600
(2)	Special Events – Pepsi-Cola will provide $5,000 worth of mutually agreed upon Beverage Products (based upon the price schedule set forth in Section 6(a)) to University on an annual basis free of charge for use at events held on Campus.	5,000
(3)	Scholarship Program – Pepsi-Cola will establish a scholarship fund paid annually to the University based upon $.50 per case on all cases of Packaged Products sold from Vending Machines on Campus. The criteria for the scholarships will be determined by the University.	3,000
(4)	Staff Achievement Awards - Pepsi-Cola will pay annually to the University $1,000 to reward outstanding staff achievement. The criteria for the award will be determined by the University.	1,000

EXHIBIT D, Con't

Additional Programs and Support

		Estimated Value (Annually)
(5)	Vending Performance Incentive –	3,000

Pepsi-Cola will establish a vending performance incentive paid annually to the University based upon $.50 per case on all cases of Packaged Products sold from Vending Machines on Campus once a total of 6,000 cases have been sold.

EXHIBIT E

Snack Pricing (per item in vending machine)

Gum	$ .60
Chips	$1.00
Pastry	$1.00 - $1.25
Cookies	$1.00 - $1.25
Candy	$1.00 - $1.25
Cold Food	$1.50 - $2.50
Sandwiches	$2.00 - $2.50

Agenda Item No. VII. B. 8.
Washburn University Board of Regents

SUBJECT: Exclusive Pouring Rights Agreement

DESCRIPTION:

Washburn signed the initial contract with Pepsi to provide exclusive pouring rights on campus over 30 years ago. This contract has been extended numerous times and runs through June 30, 2017. Beginning in December 2016, Washburn entered into negotiations with Pepsi regarding an extension of the contract and reached an agreement to extend the contract seven additional years. This new contract provides financial support to Washburn Athletics, Washburn Tech, Washburn auxiliaries, and provides student scholarships.

FINANCIAL IMPLICATIONS:

Total financial and economic support from Pepsi is estimated to be $1,655,000 for the seven year term of the extension.

RECOMMENDATION:

President Farley recommends the Board of Regents approval of a seven year agreement with Pepsi-Co of Topeka for campus exclusive pouring rights.

____________________ Date

______________________________ Jerry B. Farley, President

EXCLUSIVE LICENSE AGREEMENT

This Agreement is made and entered into effective as of the 1st day of July, 2017, by and between Pepsi-Cola Bottling Co. of Topeka, Inc., a Kansas corporation ("Pepsi-**Cola")** and Washburn University (the **"University"),** a municipal university and political subdivision of the State of Kansas.

WITNESSETH:

WHEREAS, the University owns and operates a University campus at 1700 SW College Avenue, Topeka, Kansas, and is affiliated with the Washburn Institute of Technology that operates its campus at 5724 SW Huntoon Street, in Topeka, Kansas (collectively the **"Campus");** and

WHEREAS, Pepsi-Cola is in the business of distributing the following products (collectively the **"Beverage Products"):** (i) various premix and postmix beverage products for use in preparing and serving fountain beverage products (the **"Fountain Products")** and (ii) various packaged beverage products (the **"Packaged Products");** and

WHEREAS, a delineation of the current Packaged Products distributed by Pepsi-Cola is set forth on Exhibit B and a delineation of the current Fountain Products distributed by Pepsi-Cola is set forth on Exhibit C attached hereto; and

WHEREAS, the University desires to arrange for a high quality beverage service to the Campus community, including visitors, at fair prices, convenient locations, in containers and modes of distribution attractive to and demanded by the Campus consumer; and

WHEREAS, Pepsi-Cola wishes to provide funds to the Washburn University Foundation in order to support the Washburn Athletic facilities; and

WHEREAS, the University wishes to generate income in order to support specific initiatives designed to enhance the quality of the University and the student experience; and

WHEREAS, Pepsi-Cola wishes to associate its business with the promotion of the University initiatives and to obtain the goodwill and promotional opportunities resulting therefrom; and

WHEREAS, the University desires to grant to Pepsi-Cola the exclusive license and right to sell or otherwise provide certain beverages and certain other snack food products on the Campus, to grant to Pepsi-Cola the exclusive license and right to promote certain beverages on the Campus and to provide Pepsi-Cola with regular opportunities to interact with students of the University and the University community by participating in and gaining recognition from various student life and University initiatives.

NOW, THEREFORE, in consideration of these premises and the mutual and dependent promises hereinafter set forth, the parties hereby agree as follow:

1. **Term of this Agreement.** The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2024. The term **"Year"** shall refer to each annual period during the Term commencing on July 1 and ending on June 30. Thereafter, University shall not enter into an agreement similar to the Agreement without notice to Pepsi-Cola and providing Pepsi-Cola with the right to match the terms of such other agreement.

2. **License Fee.** In consideration of the University's grant of exclusive licenses and rights set forth herein, Pepsi-Cola agrees to pay the University a license fee (collectively the **"License Fee")** consisting of the following: (i) the sum of Five Hundred Thousand Dollars ($500,000) payable as described on Exhibit A**,** and (ii) the sum of Sixty Thousand Dollars ($60,000) on or before August 1st of each Year of the Term (the **"Annual Fee").** Any Annual Fee payable hereunder for a particular Year is subject to the University maintaining the provisions described in section 4(c).

3. **Programs and Support.** Pepsi-Cola agrees to pay or provide to the University the amounts, items, products and / or services set forth on Exhibit D attached hereto. Pepsi-Cola shall pay the amounts described in Exhibit D that are due to the University within 45 days after the end of each Year. Pepsi-Cola shall provide the University with reasonable documentation, where necessary, detailing the calculation of amounts payable hereunder based upon the number of cases of Packaged Product sold from Vending Machines on the Campus and shall offer the University reasonable opportunity upon request to examine Pepsi-Cola's financial records to confirm all calculations.

4. **Grant of Exclusive Beverage and Snack Vending Rights.**

(a) The University hereby grants Pepsi-Cola, and Pepsi-Cola hereby accepts, the exclusive license and right during the Term to install and operate Vending Machines on the Campus. Throughout the term, the University shall not grant any other person or entity the right or license to install or operate any Vending Machine. The term "Vending Machine" shall mean any type of vending equipment which (i) offers or sells any beverage product or (ii) offers or sells snack food products (e.g. candies, gums, cookies, chips and the like). Vending Machines shall not include water coolers, water fountains, non-coin-operated coffee machines, or microwave ovens; however, Pepsi-Cola may, at its option, provide microwave ovens to heat snacks traditionally served hot at such vending locations where "hot snacks" are sold and any such equipment shall remain the property of Pepsi-Cola.

(b) Promptly after execution of this Agreement, the University and Pepsi-Cola shall mutually agree on specific locations for the Vending Machines on the Campus. In order to preserve the integrity and appearance of the Campus, Pepsi-Cola shall not unilaterally relocate any Vending Machine without the consent of the University, which consent shall not be unreasonably withheld.

(c) In the event the University should elect to sell, destroy or remodel any building in which a Vending Machine is located, the University shall provide Pepsi-Cola with reasonable advance notice and opportunity to remove such Vending Machine prior to the sale, destruction or remodel. Following such reasonable notice, Pepsi-Cola shall, at its sole expense, remove the Vending Machine and relocate it to a mutually agreeable alternative site, if such a site exists; provided, Pepsi-Cola shall have the right at all times under this Agreement to maintain at least 45 Packaged Products Vending Machines and 20 snack machines on the Campus. Pepsi-Cola shall not place additional Vending Machines on the Campus without the consent of the University, which consent shall not be unreasonably withheld. Upon reasonable notice, the University may require that Pepsi-Cola move Vending Machines, at Pepsi-Cola's sole expense, for purposes of construction, facilities improvement and maintenance.

(d) Pepsi-Cola shall, at its sole expense, fill, maintain, and service (including maintaining, servicing, filling coin changers) all Vending Machines. Pepsi-Cola shall keep the Vending Machines well-stocked with Packaged Products and snacks, in appropriately sized servings, and in brands and /or flavors sought by the University community. Pepsi-Cola will also post nutritional guidelines where appropriate and mutually agree upon healthy choice product selections to be promoted in full size Vending Machines. Such healthy choice products shall be placed in 15% of each full sized Vending Machine; provided, they do not become out of date and Pepsi-Cola is unable to sell the products through the Vending Machines.

(e) Pepsi-Cola shall charge for Packaged Products that are sold in Vending Machines \$.90, \$1.50 and \$1.75 for 12 ounce cans, 20 ounce plastic bottles, and Gatorade products, respectively. Pepsi-Cola shall charge for snacks that are sold in Vending Machines the prices set forth in Exhibit E. The University and Pepsi-Cola recognize that on an annual basis during the Term, Pepsi-Cola may desire a change in vending prices for Packaged Products and snacks. Should Pepsi-Cola desire such a price change, the parties agree to negotiate in good faith to amend this subsection (e); provided, Pepsi-Cola shall always have the right to increase the prices for such Packaged Products equal to the demonstrated percentage increase, if any, which may have occurred in Pepsi-Cola's cost of goods for such products since the date of this Agreement. Pepsi-Cola and the University, by mutual agreement, shall determine the proper percentage of placements between bottles and can vending machines; however, at no time, shall the number of Vending Machines which sell 12 oz. can Packaged Products be more than 15% of the total number of Vending Machines selling Packaged Products.

(f) Pepsi-Cola shall pay the University (i) a commission equal to 35% of all revenue (cash and proceeds from the debit cards readers ("Readers") described in section 4 (i)) collected net of sales tax from the Vending Machines which sell Packaged Products, and (ii) a commission equal to 20% of all revenue (cash and proceeds from Readers) collected net of sales tax from the Vending Machines which sell snacks (collectively the “Commissions”). Commissions shall be paid by Pepsi-Cola within 45 days after the end of each calendar month.

(g) Pepsi-Cola shall pay, when due, all costs and expenses incurred to own and operate the Vending Machines; provided, the University, at its expense, shall provide all electricity service and wiring for the Vending Machine locations up to the sockets necessary for such operation. In no event shall the University be responsible for any damage to the Vending Machines or Packaged Products or snacks owned by Pepsi-Cola related to an electrical power failure.

(h) Pepsi-Cola shall (i) pay or cause to be paid, when due, all taxes, assessments, and permit and license fees which may be imposed by any governmental authority arising out of the conduct of its business (including, without limitation, the ownership and operation of the Vending Machines or the sale of the Packaged Products and snacks); (ii) charge, collect, and pay all applicable sales, use, and or excise taxes that may be imposed upon the sale of the Packaged Products and snacks; and (iii) in its own name remit to and file with the proper governmental authorities all the foregoing taxes, assessments, fees and necessary returns and comply with all regulations and rules promulgated by such governmental authorities; provided Pepsi-Cola shall have no obligation under this Agreement to pay taxes, if any, levied on the income earned by the University under this Agreement.

(i) Pepsi-Cola warrants that the Vending Machines provided by it shall be new or like new and state-of-the-art and shall include a dollar bill validator/changer. Pepsi-Cola also warrants that it will be ADA compliant. Pepsi- Cola shall provide Readers on designated snack machines compatible with the University student/employee identification card system and shall be "on-line" and throughout the Term, Pepsi-Cola shall pay all costs to deliver, install (including necessary wiring inside the Vending Machine) and maintain each Reader. The University will be required to install all necessary wiring within the Campus buildings. Each Year, Pepsi-Cola agrees to pay the University for annual support of $1,500. Pepsi-Cola reserves the right to remove any Readers if the usage does not meet industry standards, in Pepsi-Cola's reasonable opinion.

(j) The Vending Machines shall be the property of Pepsi-Cola. Except as provided in this Agreement, the University shall have no duty to care for the Vending Machines and no obligation or responsibility to protect, maintain, repair, or otherwise care for any of the Vending Machines; provided, the University shall use reasonable care to reduce the risk of loss or damage (including that from theft and vandalism) to any Vending Machine while such equipment is located on the Campus. The University shall not be liable, Pepsi-Cola releases the University from liability, and Pepsi-Cola assumes all risk, for any theft, loss, damage or destruction of the Vending Machines kept, stored, or located on the Campus unless such theft, loss, damage or destruction is caused by the gross negligence or intentional misconduct of the University.

(k) Pepsi-Cola shall, at its sole expense, maintain each of the Vending Machines in good working order. Throughout the Term, Pepsi-Cola shall maintain a seven day a week, 24 hours per day telephone answering service for Vending Machine repair and support service and shall perform preventative maintenance and regular service audits on all Vending Machines. Pepsi-Cola shall, at its sole expense, repair or replace any damaged, defective, or inoperative Vending Machine within 72 hours of the phone call notice to the answering service. The costs to repair or maintain the Vending Machines, including parts and labor, shall be the sole responsibility of Pepsi-Cola.

5. <u>Grant of Exclusive Beverage Pouring and Fountain Rights.</u>

(a) In addition to the rights and licenses set forth herein relating to Vending Machines, the University hereby grant Pepsi-Cola the right and license to be the exclusive beverage supplier on the Campus for all beverages of any type or kind and whether packaged or fountain, excluding only those beverages described in section 8. Except in the case of an event of force majeure, Pepsi-Cola shall provide the University with supplies of Beverage Products adequate to meet the reasonable requirements of the University, at the times and locations, and in the quantities and types requested by the University.

(b) The University shall cause Pepsi-Cola's Fountain Products to be served in an approved graphic design cup, said cups to be provided at the expense of the University. Pepsi-Cola shall charge for cups the initial prices established in Exhibit C. Any increases in cup pricing shall be made each January of the Term. University shall receive 30 day written notice of any pricing changes. Notwithstanding the foregoing, the University shall not be required to use the graphic design cup at catered events and, in such case; the University shall use an unidentified or plain cup.

(c) All equipment relating to the Fountain Products (the **"Fountain Equipment")** shall be provided and installed by Pepsi-Cola, at its sole expense, and shall remain the property of Pepsi-Cola throughout the Term. Pepsi-Cola warrants that the Fountain Equipment provided by Pepsi-Cola shall be new or like new and state-of-the- art. Pepsi-Cola warrants that it will be ADA compliant.

(d) The Fountain Equipment shall be the property of Pepsi-Cola. Except as provided in this Agreement, the University shall have not duty to care for the Fountain Equipment and no obligation or responsibility to protect, maintain, repair, or otherwise care for any of the Fountain Equipment; provided, the University shall use reasonable care to reduce the risk of loss or damage (including that from theft and vandalism) to any Fountain Equipment while such equipment is located on the Campus. The University shall not be liable, Pepsi-Cola releases the University from liability, and Pepsi-Cola assumes all risk, for any theft, loss, damage or destruction of the Fountain Equipment kept, stored or located on the Campus unless such theft, loss, damage or destruction is caused by the gross negligence or intentional misconduct of the University.

(e) In the event that the University should elect to sell, destroy or remodel any building in which Fountain Equipment is located, the University shall provide Pepsi-Cola with reasonable advance notice and opportunity to remove the Fountain Equipment prior to the sale, destruction or remodel. Following such reasonable notice, Pepsi-Cola shall, at its sole expense, remove the Fountain Equipment and relocate it to a mutually agreeable alternative site, if such site exists. Upon reasonable notice, the University may require that Pepsi-Cola move Fountain

Equipment, at Pepsi-Cola's sole expense, for purposes of construction, facilities improvement and maintenance.

(f) Pepsi-Cola shall, at its sole expense, maintain all of the Fountain Equipment in good working order. Pepsi-Cola shall, at its sole expense, repair or replace any damaged, defective, or inoperative Fountain Equipment. Throughout the Term, Pepsi-Cola shall maintain a seven day a week, 24 hours per day telephone answering service for the equipment repair and support service and shall perform preventative maintenance and regular service audits on all Fountain Equipment. The costs to repair or maintain the Fountain Equipment, including parts and labor, shall be the sole responsibility of Pepsi-Cola.

(g) Notwithstanding anything contained herein to the contrary, neither the University nor its employees or agents shall misuse, intentionally damage or permit unreasonable damage to any of the Fountain Equipment located at the Campus.

6. Pricing.

(a) Prices for Packaged Products Purchased by the University are disclosed on Exhibit B.

(b) Prices for Fountain Products and Cups purchased by the University are disclosed on Exhibit C.

(c) The price of any Beverage Product shall remain unchanged through June 30, 2020. On July 1, 2020 and on July 1st of each Year thereafter, Pepsi-Cola may increase the price of Beverage Products to the University annually by a percentage amount equal to the percentage increase, if any, which may have occurred in Pepsi-Cola's cost of goods for such products since the date of this Agreement. Upon implementing such an increase, Pepsi-Cola shall present the University with an updated price list with a supporting calculation describing Pepsi-Cola's increase in cost of goods for such products and shall offer the University reasonable opportunity upon request to examine Pepsi-Cola's financial records in order to confirm such calculation.

7. Beverage Products Warranty. Pepsi-Cola warrants and covenants that all Beverage Products it delivers to the University under the terms of this Agreement will be unadulterated an in compliance with all applicable federal, state and local food and health laws, rules and regulations.

8. Exclusive Sale and Promotion of the Beverage Products. During the Term, the Beverage Products shall be the exclusive beverages sold, dispensed or otherwise made available, or in any way displayed, represented or promoted at or in connection with the University and /or the Campus by any method or through any medium whatsoever (including without limitation print, broadcast, internet, direct mail, coupons, handbills, displays and signage), whether public or private, except (i) beverages provided at privately catered events, provided the University did not sponsor or cater the event, and the beverages served are offered at no additional charge to the event attendees, and all residual bottles, cans, or other evidences of the beverages served are promptly removed at the conclusion of the event; (ii) beverages brought onto the Campus by students, faculty, staff, guests, invitee, or visitors of the University for personal consumption; (iii) hot tea, hot chocolate, coffee or coffee derived products such as cappuccinos or lattes; (iv) brewed iced tea provided at University cafeteria or catered events, provided such iced tea is served in cups (as opposed to single serving cans/bottles) and not dispensed from fountain equipment; (v) tap water; (vi) water most commonly dispensed into personal cups from water coolers and not packaged in individual bottles or cans; (vii) beverages containing alcohol; (viii) milk not served through Vending Machines, milk based drinks such as milk shakes and malts and products used by the Athletic department in their "milk bar" and training table; (ix) beverages used in food preparation; (x) prepared juice smoothies provided Pepsi-Cola reserves the right on an annual basis to modify or delete this exception if a suitable substitute Beverage Product becomes available to Pepsi-Cola; and (xi) beverages brought on Campus for consumption in the office of the President.

The University will provide Pepsi-Cola access to advertise on streaming events and through social media. Advertising content will be mutually agreed upon by the University and Pepsi-Cola.

9. <u>Indemnification.</u>

(a) **Indemnification of the University**. Pepsi-Cola shall defend, hold harmless, and indemnify the University and its directors, officers, employees, and agents (each of which shall be referred to as a "University Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against a University Indemnitee arising from or relating to (i) the negligent acts or omissions of Pepsi-Cola and its officers, employees and agents, and (ii) Pepsi-Cola's breach of the terms of this Agreement and any transaction contemplated hereby; provided, Pepsi-Cola shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the University Indemnitee's negligent acts or omissions. The obligations under this subsection (a) shall survive the termination of this Agreement.

(b) **Indemnification of Pepsi-Cola.** The University shall defend, hold harmless, and indemnify Pepsi-Cola and its directors, officers, employees, and agents (each of which shall be referred to as a "Pepsi Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against a Pepsi Indemnitee arising from or relating to (i) the negligent acts or omissions of the University and its officers, employees and agents, and (ii) the University's breach of the terms of the Agreement and any transaction contemplated hereby; provided, the University shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the Pepsi Indemnitee's negligent acts or omissions. The obligations under this subsection (b) shall survive the termination of this Agreement. Notwithstanding any other provision of this Agreement, University's indemnification and hold harmless obligations are limited by and subject to the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.).

10. <u>Communications.</u> Representatives of Pepsi-Cola and the University shall meet in person no less than twice each Year to communicate any information which may result in a material change in the operations of any party in relation to this Agreement. Such items of concern may include, but are not limited to, changes in key personnel, assessment and evaluation of Pepsi-Cola's technical service support, changes in organizational structure, event sponsorship, or new product introduction. Pepsi-Cola will provide monthly sales and commission reports to the University and meet to review as necessary.

11. **Termination by Pepsi-Cola.** This Agreement may be terminated by Pepsi-Cola if the University shall be in breach or default under any one or more of its material covenants or agreements contained in this Agreement and such breach or default shall not be cured within 30 days after written notice thereof from Pepsi-Cola to the University; provided, if such breach or default is of a type which may not be reasonably cured within such 30 day period, then such 30 day period shall be extended for such additional period as may be reasonably necessary, as long as the University has commenced the cure within such initial30 day period and diligently pursues such cure to completion.

12. **Termination by the University.** This Agreement may be terminated by the University if Pepsi-Cola shall be in breach or default under any one or more of its material covenants or agreements contained in this Agreement and such breach or default shall not be cured within 30 days after written notice thereof from the University to Pepsi-Cola; provided, if such breach or default is of a type which may not be reasonably cured within such 30 day period, then such 30 day period shall be extended for such additional period as may be reasonably necessary, as long as Pepsi-Cola has commenced the cure within such initial 30 day period and diligently pursues such cure to completion.

In the event of any termination of the Agreement prior to the scheduled expiration of the Term due to material breach by University, this Agreement and all rights of the University to use equipment shall terminate. University shall refund to Pepsi-Cola equal to the product obtained when (i) $3,000 is multiplied by (ii) the number of whole calendar months existing between the month in which the termination occurs and June 30, 2024.

13. **Notices.** All notices, demands, consents or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows: if to the University, to Washburn University, 1700 College Avenue, Topeka, KS, 66621, Attention: Jim Martin, VP of Administration and Treasurer: if to Pepsi-Cola, to Pepsi-Cola Bottling Co. of Topeka, Inc., 1901 Windhoek Drive, Lincoln, Nebraska 68512, Attention: Steve Ford, President; or to such other addresses as may hereafter be furnished in writing by the respective parties if given in the manner required above. Any notice, demand, consent or communication given hereunder in the manner required above shall be deemed to have been effected and received as of the date personally delivered or, if mailed, five days after the date so mailed.

14. **Power and Authoritv: No Conflicts.** Each party hereto represents and wan-ants to the other parties hereto that: (a) the execution, delivery and performance of this Agreement by such party (i) has been duly authorized by such party and (ii) will not violate any agreements with, or rights of, third parties; and (b) this Agreement has been duly executed and delivered by such party and is enforceable against such party in accordance with its terms.

15. **Entire Agreement.** This Agreement, together with an annexes, exhibits and/or schedules hereto, contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby, and any prior agreements or understandings, whether oral or written, are entirely superseded hereby.

16. **Representatives.** Pepsi-Cola acknowledges and agrees that the performance of this Agreement by University may be undertaken by its designated representatives or agents. For example, and without limitation, University may designate third parties to use the Fountain Equipment in cafeterias or other service areas.

17. **Assignment: Binding Effect.** This Agreement shall extend to, shall inure to the benefit of and shall be binding upon each of the parties hereto and upon their respective successors and assigns.

18. **Counterparts.** This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive License Agreement effective as of the date first above written.

PEPSI-COLA BOTTLING
CO. TOPEKA, INC.

By:
Steve Ford, President

WASHBURN UNIVERSITY

By:
Jim Martin, VP of Administration and
Treasurer

EXHIBIT A

Annual Payments to Washburn University Foundation

On or before:

August 1, 2017	$200,000
August 1, 2018	50,000
August 1, 2019	50,000
August 1, 2020	50,000
August 1, 2021	50,000
August 1, 2022	50,000
August 1, 2023	50,000

EXHIBIT B

Packaged Product Pricing

PRODUCT GROUP	UNITS PER CASE	CASE COST	UNIT COST
Aquafina 16.9oz 1/24pk	24	$ 5.25	$ 0.22
Aquafina 1L 15pk	15	$ 15.45	$ 1.03
Aquafina 20oz 24pk	24	$ 18.60	$ 0.78
Aquafina PET Bottles 12oz 3/8pk	24	$ 8.75	$ 0.36
Aquafina Sparkling 12oz 12pk	12	$ 10.80	$ 0.90
CSD Cans 12oz 12pk 1893	12	$ 10.60	$ 0.88
CSD Cans 12oz 2/12pk	24	$ 9.75	$ 0.41
CSD Cans 12oz 4/6pk	24	$ 9.75	$ 0.41
CSD Cans 16oz 12pk	12	$ 14.40	$ 1.20
CSD PET Bottles 20oz 24 pk	24	$ 20.00	$ 0.83
CSD PET Bottles 2L 8pk	8	$ 12.90	$ 1.61
Gatorade and G2 20oz 24pk	24	$ 22.75	$ 0.95
Gatorade and G2 28oz 15pk	15	$ 21.10	$ 1.41
Klarbrunn Ubr Water 23.67oz 24pk	24	$ 19.00	$ 0.79
Klarbrunn Vita Ice Bottles 17oz 12pk	12	$ 7.60	$ 0.63
Lipton 1 Gallon Jug 4pk - Tea	4	$ 5.70	$ 1.43
Lipton Brisk 1L 15pk	15	$ 12.90	$ 0.86
Lipton Pure Leaf 18.5oz 12pk	12	$ 12.45	$ 1.04
Lipton Singles 20oz 24pk	24	$ 20.00	$ 0.83
Lipton Sparkling 12oz 1/12 C	12	$ 10.20	$ 0.85
Mt Dew Kickstart 12oz 1/12 C	12	$ 10.00	$ 0.83
Mt Dew Kickstart 16oz 12pk	12	$ 10.00	$ 0.83
Muscle Milk 14oz 12pk	12	$ 28.50	$ 2.38
Ocean Spray 15.2oz 12pk	12	$ 13.60	$ 1.13
Propel Fitness Water 20oz 24pk	24	$ 22.75	$ 0.95
Rockstar 16oz 24pk	24	$ 35.00	$ 1.46
SoBe Lifewater 20oz 12pk	12	$ 11.85	$ 0.99
SoBe PET 20oz 12pk	12	$ 12.90	$ 1.08
Starbucks Energy/Coffee 15oz 12pk	12	$ 21.40	$ 1.78
Starbucks Frappuccino 13.7oz 12pk	12	$ 22.85	$ 1.90
Starbucks Frappuccino 9.5oz 6/4pk	24	$ 27.00	$ 1.13
Starbucks Iced Coffee 11oz 12pk	12	$ 15.45	$ 1.29

<u>**EXHIBIT C**</u>

Fountain Product Pricing

PACKAGE	PRODUCT	GAL	BIB
3 gal BIB	Cherry Pepsi	$ 15.03	$ 45.09
	Crush Orange	$ 15.11	$ 45.33
	Diet Mountain Dew	$ 15.03	$ 45.09
	Dt Pepsi Free	$ 15.03	$ 45.09
	Gatorade Fruit Punch	$ 15.24	$ 45.72
	Gatorade Lemon Lime	$ 15.24	$ 45.72
	JT Apple Juice 100% Blend	$ 25.75	$ 77.25
	JT Grape Juice 100% Blend	$ 25.75	$ 77.25
	JT Orange Juice 100% Blend	$ 27.10	$ 81.30
	Lipton Brisk Tea	$ 14.03	$ 42.09
	Lipton Green Tea w/Peach	$ 15.03	$ 45.09
	Lipton Raspberry Tea	$ 15.03	$ 45.09
	Manzanita Sol	$ 15.03	$ 45.09
	MD Kickstart Orange	$ 21.05	$ 63.15
	Mountain Dew Code Red	$ 15.03	$ 45.09
	Schweppes Tonic	$ 15.11	$ 45.33
	SoBe LW Yumberry Pomegranate	$ 15.27	$ 45.81
	Squirt	$ 15.11	$ 45.33
	Tropicana Fruit Punch	$ 15.03	$ 45.09
	Lipton LC Tea Sweetened	$ 17.88	$ 53.64
	MD Kickstart Black Cherry	$ 15.03	$ 45.09
	Lipton LC Tea Peach	$ 17.88	$ 53.64
	Dole Old Fashion Lemonade	$ 18.59	$ 55.77
	Vita Ice Orange Mango	$ 15.03	$ 45.09
	Lipton Strawberry Melon Tea	$ 15.03	$ 45.09

EXHIBIT C (cont.)

Fountain Product Pricing

PACKAGE	PRODUCT	GAL	BIB
1.5 gal BIB	CS Red Alert	$ 44.27	$ 66.41
	JT Cranberry Juice	$ 27.81	$ 41.72
	JT Golden Pineapple Juice	$ 27.81	$ 41.72
5 gal BIB	Diet Dr Pepper	$ 14.49	$ 72.45
	Diet Pepsi	$ 14.53	$ 72.65
	Dr Pepper	$ 14.49	$ 72.45
	Lipton Brisk Mango Fiesta	$ 14.53	$ 72.65
	Mountain Dew	$ 14.53	$ 72.65
	Mug Rootbeer	$ 14.53	$ 72.65
	Pepsi	$ 14.53	$ 72.65
	Tropicana Lemonade	$ 14.53	$ 72.65
	Tropicana Pink Lemonade	$ 14.53	$ 72.65
	Mist TWST	$ 14.53	$ 72.65
3 gal BIB FCB	Mountain Dew FCB	$ 16.93	$ 50.79
	Pepsi FCB	$ 16.93	$ 50.79
	Siberian Chill Blue Raspberry	$ 31.20	$ 93.60
	Siberian Chill Cherry	$ 31.20	$ 93.60

Each January of the Term, Fountain Product pricing may be changed based upon any change made by PepsiCo on their National Account Pricing. University will receive a minimum 30 days written notice of this change prior to implementation.

EXHIBIT C (cont.)

Cup Product Pricing

PRODUCT	DESCRIPTION	PKG	PRICE
Cups - Foam	12 oz	1000	$ 60.90
	44 oz	300	$ 47.25
	24 oz	500	$ 51.03
	32 oz Squat	500	$ 60.59
Cups - Paper	12 oz	2000	$ 74.62
	16 oz	1000	$ 48.41
	32 oz	480	$ 44.29
	7 oz	2000	$ 84.20
	24 oz	1000	$ 63.27
Cups - Special	100 oz Mug	6	$ 45.25
	12 oz Siber Chill	1000	$ 104.50
	20 oz Siber Chill	1000	$ 126.25
	32 oz Car Cup	540 cup/550 lid	$ 103.95
	32 oz Mug	32	$ 115.25
	32 oz Sport	52 cup/lid	$ 51.08
	44 oz Car Cup	374 cup/400 lid	$ 99.49
	64 oz Mug Pepsi	12	$ 67.00
	64 oz Mug Dew	12	$ 67.00
Lids - Foam	32/44 oz	500	$ 21.68
	12/24 oz Slot	1000	$ 24.68
Lids - Paper	12 oz	2000	$ 32.96
	16/22 oz	2000	$ 32.96
	32 oz	960	$ 28.99
	24 oz	2000	$ 32.96
Lids - Special	12/20 oz Siber Chill	1000	$ 57.60
	32 oz Car	1000	$ 59.22
	44 oz Car	1000	$ 50.60

EXHIBIT D

Additional Programs and Support

		Estimated Value (Annually)
(1)	Athletic Program Support –	$5,600
	Pepsi-Cola will annually provide 325 cases of Packaged Product from Exhibit B to the University for the Athletic Department.	
	Pepsi-Cola will also provide annually 100 gallons of Gatorade mix (or its reasonable equivalent) to University along with four 10-gallon sideline coolers (or its reasonable equivalent), fifty 32 oz. squeeze bottles and one case of 12 oz. cups.	
(2)	Special Events –	5,000
	Pepsi-Cola will provide $5,000 worth of mutually agreed upon Beverage Products (based upon the price schedule set forth in Section 6(a)) to University on an annual basis free of charge for use at events held on Campus.	
(3)	Scholarship Program –	3,000
	Pepsi-Cola will establish a scholarship fund paid annually to the University based upon $.50 per case on all cases of Packaged Products sold from Vending Machines on Campus. The criteria for the scholarships will be determined by the University.	
(4)	Staff Achievement Awards -	1,000
	Pepsi-Cola will pay annually to the University $1,000 to reward outstanding staff achievement. The criteria for the award will be determined by the University.	

EXHIBIT D, Con't

Additional Programs and Support

		Estimated Value (Annually)
(5)	Vending Performance Incentive –	3,000

Pepsi-Cola will establish a vending performance incentive paid annually to the University based upon $.50 per case on all cases of Packaged Products sold from Vending Machines on Campus once a total of 6,000 cases have been sold.

<u>**EXHIBIT E**</u>

Snack Pricing (per item in vending machine)

Gum	$ .60
Chips	$1.00
Pastry	$1.00 - $1.25
Cookies	$1.00 - $1.25
Candy	$1.00 - $1.25
Cold Food	$1.50 - $2.50
Sandwiches	$2.00 - $2.50

Agenda Item No. VII. B. 9.
Washburn University Board of Regents

SUBJECT: Renewal of Property Insurance

DESCRIPTION:

The renewal date for the University's property insurance is July 1, 2016. The casualty insurance renews October 1, 2016 and is not included here.

In 1994, the Midwest Higher Education Compact (MHEC), of which Washburn University is a member, established the Master Property Program. This program is a regional collaborative venture that provides comprehensive property coverage, specifically tailored to the needs of college campuses, while reducing insurance costs. Currently, 74 member institutions at more than 160+ campuses participate in the Master Property Program, with total insured values of about $105.7 billion. The program partners with various underwriters and service providers to ensure participating institutions receive expert insurance coverage and related services. The program continues to be overseen and directed by a committee of representatives from the insured institutions with MHEC providing program advocacy, coordination, and staff support.

The University joined the MHEC property insurance program in 2011. The program has a common expiration date of July 1, 2016 for all members. The program consists of a primary limit of $100,000,000 dedicated to each institution, and then shared excess layers up to a total limit of $1.25 billion.

The current premium for property coverage is $240,715. Although the final renewal premium is not yet available the premium will be no more than $200,000. MHEC does not charge premium for midterm changes so there were no charges made for any additions during the current year.

FINANCIAL IMPLICATIONS:

Total premiums are consistent with FY 18 budget.

RECOMMENDATION:

President Farley recommends approval of purchase of property insurance policies at an annual premium of no more than $200,000.

Date	Jerry B. Farley, President

Agenda Item No. VII. B. 10.
Washburn University Board of Regents

SUBJECT: New Mass Media Minor

DESCRIPTION:

The Minor in Applied Media allows students to develop knowledge and skills in media arts, with a strong emphasis on different forms of media writing and visual communication, as well as planning and executing media campaigns, both on traditional and new media channels.

Rationale:

Undergraduates with majors outside of Mass Media often pursue careers that require skills taught in Mass Media courses, such as crafting effective mediated messages, managing social media campaigns or shooting and editing videos. The Minor in Applied Media would allow students to gain knowledge about digital tools and acquire hands-on skills that they will use to pursue the requirements of careers in their chosen majors.

Proposed Effective Date: August 2017

Approved by: Academic Affairs Committee on April 10, 2017
Faculty Senate on April 17, 2017
General Faculty on April 27, 2017

FINANCIAL IMPLICATIONS: None

RECOMMENDATION:

President Farley recommends Board of Regents approval of the new Mass Media Minor.

Date

Jerry B. Farley, President

COLLEGE OF ARTS AND SCIENCES
NEW PROGRAM REVIEW FORM

	Chair's Signature	Recommendation	Review Date
Department	Kathy Menzie	Approve	2016-08-26
Division	Michael Hager	Approve	2016-09-03
Dept. of Educ. (If relates to teacher certification program.)	N/A		
Dean	Laura Stephenson	Approve	2016-09-05
Curriculum Committee	Leslie Reynard	Approve	2016-09-17
Accepted by CFC	Grace Hildenbrand	Approve	2016-10-06
CAS Faculty	Grace Hildenbrand	Approve	2017-03-06

Approved By: Faculty Senate ________ University Faculty ________ WU Board of Regents ________

1. Title of Program.

   Minor in Applied Media

2. Rationale for offering this program.

   Undergraduates with majors outside of Mass Media often pursue careers that require skills taught in Mass Media courses, such as crafting effective mediated messages, managing social media campaigns or shooting and editing videos. The Minor in Applied Media would allow students to gain knowledge about digital tools and acquire hands-on skills that they will use to pursue the requirements of careers in their chosen majors.

3. Exact proposed catalog description.

   The Minor in Applied Media allows students to develop knowledge and skills in media arts, with a strong emphasis on different forms of media writing and visual communication, as well as planning and executing media campaigns, both on traditional and new media channels. Students will learn to write news releases, scripts and podcasts, create and monitor social media sites, and use digital tools to produce visually compelling messages for target audiences. Courses will teach students to analyze mediated messages to determine what makes them successful and effective. Strong emphasis will be placed on project-based learning and hands-on experiences. This minor will benefit students in many fields who find their careers require them to visually communicate information, make decisions about the effectiveness of mediated messages, and to have both technical and content knowledge of social media opportunities.

   Students will complete 18 credit hours including:
   MM100 Introduction to Mass Media (3)
   MM 199 Bootcamp (3)

MM 202, Creative Media Writing (3)
MM 321 Visual Communication (3) or MM 222 Cinematic Storytelling (3)
and an additional 6 hours selected in consultation with a media advisor.

4. List and financial implications.

none

Department
New Program Name

Program Name **Minor in Applied Media**
This is a program for existing students and will neither generate additional revenue nor incur additional costs.

Revenue:	**Year 0 - Preparation**	(e.g., FY13, FY14, etc.)) **Year 1**		**Year 2**		**Year 3**		**Year 4**		**Year 5**	
		# Students	**# Cr Hrs**	**# Students**	**# Cr Hrs**	**# Students**	**# Cr Hrs**	**# Students**	**# Cr Hrs**	**# Students**	**# Cr Hrs**
Est. Students/Cr Hrs	0	0	0	0	0	0	0	0	0	0	0
Total Credit Hours	0	0		0		0		0		0	
Tuition Rate								273		273	
Other Revenue Sources											
Total Revenue	**0**	**$0**		**$0**		**$0**		**$0**		**$0**	

Ongoing Expenses:	**Year 0 - Preparation**	**Year 1**	**FTE**	**Year 2**	**FTE**	**Year 3**	**FTE**	**Year 4**	**FTE**	**Year 5**	**FTE**
1 st Faculty Member											
Benefits (25%)											
2nd Faculty Member											
Benefits (25%)											
3rd Faculty Member											
Benefits (25%)											
(Continue to add as needed)											
Secretary											
Benefits (25%)											
Adjunct Faculty											
Student stipends											
Supplies											
Marketing											

Department
New Program Name

Travel						
Online Course Development						
Professional Development						
Accreditation/Membership						
Support Materials						
Total Expenses	-	-	-	-	-	-
Total Net Revenue	$ -	$ -	$ -	$ -	$ -	$ -

One-time Startup Costs	**Year 0 - Preparation**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Furniture						
Office Equipment						
Computer/Software						
Other Electronic Hardware						
Renovation						
Program Equipment						
Initial Accreditation Costs						
Program Development						
Membership						
Release Time to Develop						
Consultant						
Site Visit						
Inservice/Preservice Prep						

Footnotes: This is a program for existing students and will neither generate additional revenue nor incur additional costs.

Agenda Item No. VII. B. 11.
Washburn University Board of Regents

SUBJECT: Proposal to Amend Faculty Handbook—Modifications to Faculty Appointment Categories

RATIONALE:

Further review of the definitions within the faculty handbook has been accomplished. This agenda item is a proposal to provide additional clarity to the faculty definitions which will help faculty understand their rights and responsibilities and avoid some confusion that the current handbook creates with its inconsistent use of certain important terms.

Current Wording

A. Definitions - Faculty Appointment Categories (excluding School of Law)

1. Tenured or Tenure-track Faculty (Instructor, Assistant Professor, Associate Professor, Professor)

Faculty with continuing appointment; eligible for tenure as outlined elsewhere in the Handbook. Normally a terminal degree is required for a tenure-track appointment.

2. Lecturer/Senior Lecturer

Continuing faculty hired on an annual appointment, but without the possibility of tenure. Compensation is by annual contract, with eligibility for raises. Normal workload determined by unit. No research requirement.

3. Research Lecturer/Senior Research Lecturer

Continuing faculty hired on an annual appointment, but without the possibility of tenure. Compensation is by annual contract, with eligibility for raises. Normal workload determined by unit. Research requirement in accordance with unit-specific accreditation requirements.

Proposed Wording

A. Definitions - Faculty Appointment Categories (excluding School of Law)

1. Tenure-track Faculty (Assistant Professor, Associate Professor, Professor)

   Faculty with continuing appointment; eligible for tenure as outlined elsewhere in the Handbook. Normally a terminal degree is required for a tenure-track appointment.

2. Tenured Faculty (Assistant Professor, Associate Professor, Professor)

   Faculty with continuing appointment; have received tenure as outlined elsewhere in the Handbook. Normally a terminal degree is required for a tenure-track appointment.

3. Senior Lecturer

Faculty appointed to this position without the possibility of tenure. Criteria for promotion to this position and normal workload are determined by units, typically in the areas of teaching and service and are defined through contractual language. Normally, a minimum of ½ of the assigned workload responsibility must be devoted to teaching. Compensation is by annual contract, with eligibility for raises. Promotion is granted based upon exemplary teaching or performance at Washburn University [for a minimum of 5 years of service, appointed in the 6th] Cannot be an initial appointment at the time of hire, promoted according to unit guidelines from an initial appointment of Lecturer. May be full-time or part-time appointments.

4. Lecturer

Faculty hired on an annual appointment without the possibility of tenure. Normal workload is determined by units, typically in the areas of teaching and service and are defined through contractual language. Normally, a minimum of ½ of the assigned workload responsibility must be devoted to teaching. Compensation is by annual contract, with eligibility for raises. May be full-time or part-time appointments.

~~4. Senior Research Lecturer~~

~~Faculty appointed to this position with the possibility of renewable multi-year contracts, but without the possibility of tenure. Criteria for promotion to this position and normal workload are determined by units in the areas of teaching and research. Research requirement in accordance with unit-specific accreditation requirements. Cannot be an initial appointment at the time of hire, must be promoted according to unit guidelines from an initial appointment of Lecturer. Maximum number of years in each multi-year contract is three.~~

~~5. Research Lecturer~~

~~Faculty hired on an annual appointment, but without the possibility of tenure. Compensation is by annual contract, with eligibility for raises. Normal workload determined by unit~~ ~~**in the areas of teaching and research.**~~ ~~Research requirement in accordance with unit-specific accreditation requirements.~~ ~~**May be full-time or part-time appointments.**~~

5.~~7~~. Distinguished Lecturer

Faculty hired on an annual appointment without the possibility of tenure. Normal workload is determined by units, typically in the areas of teaching and service and are defined through contractual language. Normally, a minimum of ½ of the assigned workload responsibility must be devoted to teaching. Compensation is by annual contract, with eligibility for raises. Individuals may be immediately appointed as a Distinguished Lecturer. Distinguished service and experience in business, industry, and/or higher education as determined by the academic unit and the Vice President for Academic Affairs is required.

Proposed Effective Date: August 2017
Approved by: Faculty Handbook Committee on April 5, 2017
Faculty Affairs Committee on April 10, 2017
Faculty Senate on April 17, 2017
General Faculty on April 27, 2017

FINANCIAL IMPLICATIONS: None

RECOMMENDATION:

President Farley recommends Board of Regents approval of the modifications to the faculty handbook-faculty definitions.

Date

Jerry B. Farley, President

Agenda Item No. VII. B. 12.
Washburn University Board of Regents

SUBJECT: Faculty Handbook Committee—Creation of a Standing Advisory Committee

DESCRIPTION:

With the effort to continuously improve and govern, it is recommended the ad hoc Faculty Handbook Committee should be a University standing advisory committee. Changing the function and accountability of this committee will better serve the University shared governance process.

RATIONALE: The Faculty Handbook was drafted more than forty years ago and has been revised and modified several times since then; however it has not been reviewed in its totality for uniformity, clarity and cohesiveness through all sections. Changes were sometimes made without checking for cross-references, and some employment policies are unnecessarily described in the Faculty Handbook as well as in the Washburn University Policies, Regulation and Procedures Manual (WUPRPM) that applies to all employees. The Faculty Handbook should not replace the WUPRPM, but should complement it by addressing areas that are specific to faculty.

From this committee, revisions and clarifications have gone through the faculty governance process that have clarified many issues. As we are committed to the continuous improvement of the Faculty Handbook, it is clear this ad hoc committee needs to become a standing advisory committee within the shared governance process.

Proposed language:

Mission/Charter: The Faculty Handbook Committee shall be a standing advisory committee with the purpose of 1) reviewing the Faculty Handbook in a logical and timely fashion, 2) considering suggestions made for modifications to the handbook 3) evaluating new policy recommendations prior to implementation, **4)** ***creating new policies/procedures in response to developments in the legal environment, 5) reviewing policies for possible elimination of practices/rules/guidelines if inconsistent with the current higher education environment, and 6) recommending any of the revisions, modifications or amendments to the handbook through the shared governance process to the President.***

The committee is charged with reviewing at least one portion of the handbook every semester to identify and determine necessary changes/modifications needed, if any. Additionally, the committee should address any pertinent changes in a timely manner.

The core membership will include five faculty members one from each of the major academic units appointed by their respective Dean, two senate representatives (appointed by faculty senate, normally in the senator's first term), one library representative (dean or dean's

designee), five academic deans/designee, University Counsel (ex-officio and non-voting) and VPAA/designee (ex-officio and voting if tie-breaker is needed). Designated faculty members from the five major academic units will serve three- year terms and are limited to two successive terms. The Vice President for Academic Affairs or VPAA designee will serve as chairperson. Other administrators and faculty will be invited to participate in meetings when subsets within sections require additional input.

All policy or substantive changes recommended by the committee will proceed to the Faculty Senate President who will make the determination whether the agenda item should be reviewed and acted upon by the Academic Affairs Committee or the Faculty Affairs Committee or Graduate Council prior to sending it to the Faculty Senate. Should the Faculty Affairs Committee generate a faculty handbook idea and develop the agenda item, this item will then be submitted to the Faculty Handbook Committee for review and recommendation to the Faculty Senate. Other faculty/administrators can offer ideas/agenda items to the Faculty Handbook committee. This committee will complete the research, and develop an agenda item to be forwarded to Faculty Senate for the governance process as stated above.

This committee will be granted the authority to ensure the Faculty Handbook has consistent titles, formatting, dates and language throughout. Such editorial changes are not considered substantive and as such will move forward as information items to the Faculty Senate.

Proposed Effective Date: August 2017

Approved by: Faculty Affairs Committee on February 27, 2017
Faculty Senate on March 6, 2017
General Faculty on April 27, 2017

FINANCIAL IMPLICATIONS: None

RECOMMENDATION:

President Farley recommends Board of Regents approval of the modifications to the Faculty Handbook-faculty handbook committee.

________________________ ________________________

Date Jerry B. Farley, President

Agenda Item No. VII. C. 2.
Washburn University Board of Regents

SUBJECT: Report of Purchases between $25,001 and $50,000

BACKGROUND:

At the March 8, 2001 Board of Regents Budget and Finance Committee meeting, the administration presented an item for discussion to increase the Board expenditure approval limit from $25,000 to $50,000. The increase was approved by the Board of Regents at its May 9, 2001 meeting.

DESCRIPTION:

In compliance with that approval and to ensure the Board fully complies with its fiduciary responsibilities, the Board of Regents requested all items approved by the administration between $25,001 and $50,000 be listed each month and included for information.

FINANCIAL IMPLICATIONS:

These expenditures are in line with current year budgets.

____________________ ______________________________
Date Jerry B. Farley, President

Report of Purchases between $25,000 and $50,000
March 21, 2017 through May 30, 2017

Description	**Vendor**	**Amount**
Washburn University		
Waterproofing project Carnegie Hall Facilities – Competitive bid *Funding Source:* • Capital Improvement	Restoration & Waterproofing Topeka, KS	$39,730.00
Heat Exchanger Replacement Facilities – McElroy's Agreement *Funding Source:* • FY18 Capital Improvement	McElroy's Topeka, KS	$30,314.00
New 26 ton chiller – Law Clinic Facilities – McElroy's Agreement *Funding Source:* • FY18 Capital Improvement	McElroy's Topeka, KS	$47,255.00
HVAC 35 Ton Chiller Replacement Facilities – McElroy's Agreement *Funding Source:* • FY18 Capital Improvement	McElroy's Topeka, KS	$43,887.00