The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

September 26, 2012

Ms. M.R.C. Greenwood
University of Hawaii System
2444 Dole Street, Bachman Hall Room 202
Honolulu, Hawaii 96822

Dear President Greenwood,

Thank you for attending the informational briefing on September 24, 2012. As discussed in the informational briefing, I am requesting additional information to be submitted to my office to further the work of the Special Committee on Accountability and its deliberations scheduled for Tuesday, October 2, 2012. Please provide my office with the following information:

1. A complete breakdown of the running total of costs incurred by the University of Hawaii relating to the failed Stevie Wonder Benefit Concert and other relevant costs. Other relevant costs shall include but not be limited to all costs associated with legal services provided, public relations services, and any other services rendered to assist in the preparation and participation in the September 24th and October 2nd informational briefings of this Committee; provided that cost estimates shall be included where actual billings or detailed expenses are not yet available;

2. Any documents, records and communications related to the creation of the Director of External Affairs and Community Relations position. Also, please provide information as to whether the establishment of this position required that certain personnel policies and procedures be followed and adhered to, and, if so, please explain how such policies and procedures were followed or explain otherwise;

3. A copy of any and all contracts executed between the University of Hawaii and attorney Mark Bennett;

4. The scope of authority and proposed timeline of all phases of work to be undertaken and completed by the Operational & Financial Control Improvement Advisory Task Group (Task Group);

5. The method, criteria and process by which Task Group members were selected to participate in the Task Group;

6. Under what procurement provision was the public accounting firm KMH LLP selected as a consultant for the Task Group, including but not limited to the costs associated with the hiring of KMH LLP as a consultant;

7. Any estimated and already incurred costs related to the consultant contract of the Task Group;

8. A list of all University administration settlement agreements over $500,000, including but not limited to the names of the individuals involved, the dates of settlement, and the total amounts of such settlements;

9. Copies of all subcontract agreements that were executed in conjunction with the contract between the University of Hawaii and Torkildson, Katz, Moore, Hetherington, and Harris (Torkildson);

10. Copies of all subcontract agreements that were executed in conjunction with the contract between the University of Hawaii and Cades Schutte LLP;

11. The process by which the Torkildson law firm was selected to provide services relating to the failed Stevie Wonder Benefit Concert investigation and any preparation for this Committee's informational briefings, including the names of the committee members who selected the Torkildson law firm for the contract in question and information on whether the membership for these types of professional service contracts remains static or change from contract to contract and any other related details;

12. A detailed accounting of the number of hours spent redacting documents in Binders 9 & 10, as provided to this Committee, as well as an explanation as to the guidelines followed in making such redactions, including actions taken in compliance with the open records law;

13. Copies of employment contracts, professional development leave agreements, and tenure agreements between the University of Hawaii and Virginia Hinshaw;

14. Copies of employment contracts and tenure agreements between the University of Hawaii and Rose Tseng;

15. Any and all contracts or documents, records and communications related to the investigation of Greg McMackin or any other individual associated with the University of Hawaii at Manoa athletics program that resulted in the contracting of professional services to perform investigations, as discussed at the September 24th informational briefing;

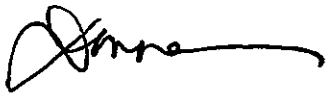
16. Names of members of the Board of Regents consult group and citation to which statutory provision or Board Policy allows for the formation of ;

17. Who has the responsibility to oversee any legal consultant(s) hired by the University of Hawaii; and

18. Who has the responsibility to evaluate the work of consultants that are hired by the University of Hawaii to ensure that the contracted for services are satisfactorily completed and in a timely manner?

I look forward to receiving your response to this request by Monday, October 1, 2012. If you have any questions, please feel free to contact my office at 587-7200.

Sincerely,



Donna Mercado Kim, Chair
Special Committee on Accountability
Senator, 14th District

cc: Robert S. Katz, Esq., Torkildson, Katz, Moore, Hetherington & Harris
Keith Amemiya, Esq., Executive Adminstrator and Secretary to the University of Hawaii Board of Regents

Response to Senator Kim's Sept. 26 Information and Document Request

1. A complete breakdown of the running total of costs incurred by the University of Hawaii relating to the failed Stevie Wonder Benefit Concert and other relevant costs. Other relevant costs shall include but not be limited to all costs associated with legal services provided, public relations services, and any other services rendered to assist in the preparation and participation in the September 24th and October 2nd informational briefings of this Committee; provided that cost estimates shall be included where actual billings or detailed expenses are not yet available;

The Agreement for Services produced on Sept. 20, 2012 gave an estimate of 'not to exceed $25,000' for services and provided a procedure for change orders and price adjustments, if and when circumstances justify them.

2. Any documents, records and communications related to the creation of the Director of External Affairs and Community Relations position. Also, please provide information as to whether the establishment of this position required that certain personnel policies and procedures be followed and adhered to, and, if so, please explain how such policies and procedures were followed or explain otherwise;

Copies of the documents, records and communications related to the creation of the Director of External affairs position are bates-stamped 3153 to 3161 and attached.

Part II, Section C, of Section 9-12, Executive and Managerial Personnel Policies, Board of Regents Policy provides that "the University may reassign such personnel to any executive or managerial position at its discretion during the term of an appointment without loss in pay." Under the circumstances and in consideration of James Donovan's qualifications, the University decided to reassign Mr. Donovan when his appointment ends in March or upon the appointment of a new athletics director, whichever occurs sooner. The Chancellor has authority to approve the creation of the position and secure the funding for it and he has been working with the system offices to prepare for the establishment of the class.

3. A copy of any and all contracts executed between the University of Hawaii and attorney Mark Bennett;

Copies of the nine contracts between the University of Hawaii and Mark Bennett are bates stamped 3180 to 3346 and attached. The subjects of the service covered by two of the contracts are redacted at bates-stamped pages 3234, 3238 and 3263, to protect privacy of the individuals involved.

4. The scope of authority and proposed timeline of all phases of work to be undertaken and completed by the Operational & Financial Control Improvement Advisory Task Group (Task Group);

A copy of the documents describing the scope of authority and phases of work of the task force are bates-stamped 3173 to 3179 and attached. The Regents asked the Task Group to

provide their phase #1 report or advise the Regents on their progress during the October 18, 2012 meeting.

5. The method, criteria and process by which Task Group members were selected to participate in the Task Group;

According to Article II Section D.7. of the Bylaws of the Board of Regents and to facilitate the Board's oversight, the Chairperson proposed at the Regents September 5, 2012 meeting the formation of the Operational and Financial Controls Improvement Advisory Task Group to guide the scope of the evaluation, monitor activities and progress related to the evaluation, and review the merits and efficacy of the proposed plans for improvement. The Chair proposed four members of the Board (each members of the Board's Committee on University Audits including the Committee's Chair and Vice Chair) and professionals from the Hawaii business community with knowledge and experience in providing advisory, business consulting and assurance services. The Regents discussed and deliberated formation of the proposed Task Group and as part of its action, the Board approved the proposed membership of the Task Group with the addition of Regent Ben Kudo.

6. Under what procurement provision was the public accounting firm KMH LLP selected as a consultant for the Task Group, including but not limited to the costs associated with the hiring of KMH LLP as a consultant;

KMH was selected according to Haw. Rev. Stat. § 103D-304. The contract is for a fee not to exceed $50,000 for phase 1 of the work.

7. Any estimated and already incurred costs related to the consultant contract of the Task Group;

It is estimated that as of September 30, 2012, the consultant has incurred fees of approximately $20,000 on their contract to assist the task group.

8. A list of all University administration settlement agreements over $500,000, including but not limited to the names of the individuals involved, the dates of settlement, and the total amounts of such settlements;

a) Evan S. Dobelle; August 14, 2004; $1.340, 000

b) UH Lab School fire; April 2010; $7,334,885.99 (An insurance company paid the University and required a "settlement" in exchange for those insurance proceeds.)

c) Phillipe Gross v. UH; January 25, 2012; $656,026.00

d) Auction rate securities (Citicorp); March 7, 2011; difference between $74,300,000.00 and the market value of University's portfolio of auction rate securities (ARS), with approximate value of the settlement being between $15 million and $18 million, but potentially more or less.

With respect to the ARS matter, the value of the settlement to the University was equivalent to the difference between $74,300,000.00 (the approximate par value of the University's ARS portfolio) and the market value of the University's ARS portfolio, with the difference likely between $15 million and $18 million, but potentially more or less.

The par (approximate purchase) price of the University's ARS portfolio, in early 2011, was approximately $74.3 million. There was no ready market for the securities at that time. Thus, approximating market value was difficult. It is likely that there would have been a 20%-25% discount to par, or about $15 million-$18 million, but it is certainly possible the difference between par and actual market value (which, as noted, would have been difficult to determine, as there was no ready market), could have been materially larger or smaller. A Bloomberg March 2010 web article estimated that there had been a loss to the State's ARS portfolio (discussed below) of about 25%. Applied to the University's holdings, it would equal a potential loss of about $18 million.

The State of Hawai'i (which at one time had an ARS investment of over $1 billion) was able to negotiate a settlement agreement with CGMI that required CGMI to repurchase the State's remaining ARS investment by 2015 for at least its par value, meaning that the State would at least recover the principal amount of its ARS investment. Mark Bennett, who was the State's Attorney General at the time, led the State's negotiating team. A Bloomberg web article at the time of the settlement quoted an expert familiar with the issues who described the settlement as "a big win for Hawaii."

In the absence of a settlement agreement similar to the one between the State of Hawai'i and CGMI, there was no mechanism in place to sell the University's auction rate securities (at any price), and the University was at risk to lose its entire investment amount (although despite the securities not being very liquid, a market at a big discount could likely have been found). Bennett was willing to assist the University in negotiating a similar settlement with CGMI to help assure that the University would be able to least recover the principal amount of its ARS investment, however, Bennett requested, from the beginning, that his work be Pro Bono (free of charge). Bennett negotiated with CGMI and Citigroup, pursuant to which CGMI signed a written agreement to buy back all of the UH's distressed $74.3 million auction rate securities portfolio by 2015, which obligation was guaranteed by Citigroup. Pursuant to that agreement, CGMI has now bought back the entire portfolio (at par, plus accrued interest).

d) Townsend Hawai'i LLC matter; October 28, 2010; $2,500,000.00

e) Judith Vergun v. UH; November 2010; $800,000.00

With respect to the Judith Vergun matter, per the terms of the settlement agreement, UH agreed to Plaintiff a total of $800,000 in installments of:

- $400,000 with 30 days of settlement
- $200,000 12 months after settlement
- $200,000 24 months after settlement

ACE Insurance agreed to pay $700,000 out of the $800,000 settlement amount. UH has paid the first two installments and received reimbursement from ACE ($600,000 to date). After the final payment of $200,000 is made, ACE will reimburse UH $100,000.

9. Copies of all subcontract agreements that were executed in conjunction with the contract between the University of Hawaii and Torkildson, Katz, Moore, Hetherington, and Harris (Torkildson);

Torkildson advised the University that it deemed consultation with Hoakea necessary, furnished information as to the reasons for the consultation and the estimated cost and exchanged confirming e-mails with the University before proceeding.

10. Copies of all subcontract agreements that were executed in conjunction with the contract between the University of Hawaii and Cades Schutte LLP;

There are no such agreements.

11. The process by which the Torkildson law firm was selected to provide services relating to the failed Stevie Wonder Benefit Concert investigation and any preparation for this Committee's informational briefings, including the names of the committee members who selected the Torkildson law firm for the contract in question and information on whether the membership for these types of professional service contracts remains static or change from contract to contract and any other related details;

The eight staff attorneys in the Office of General Counsel are a streamlined, concentrated core providing legal services to the University system statewide. It would be impossible for such a small staff to manage the volume of complaints, cases, actions, and matters that come in every year, particularly when many frequently require attorneys with specialized skills in a particular area. The specific instances in which the OGC seeks to hire outside counsel are as follows: (1) Conflict of interest. If there is a legal conflict of interest with the office being able to represent more than one party in the case (for instance, it was an employee complaint against an employee and UH and UH is the employer); (2) Specialized knowledge required. If there was a particular specialized field or area of knowledge that is not adequately covered by or represented on the current staff; or (3) Complex litigation. It is a large, complex litigation case that would require dedication of significant attorney and staff time away from other priority legal matters and occupy an inordinate amount of attorney and staff time to properly supervise and monitor. At least instances (1) and (2) applied to the selection of the Torkildson fir,

When the current General Counsel joined the University system in the latter part of 2006, she established a more formal process to select and retain outside counsel. This process involves the steps listed below and is followed as a regular practice:

1. Request for Qualifications. Annual RFQ (Request for Qualifications) conducted through both advertising and internal industry communication. Names, expressions of interest, statements of qualifications, and resumes received by the University Procurement Office are forwarded to OGC. One or more committees made up of

members of the OGC office review all of the submissions and determines whether the attorneys are qualified to perform legal services in the areas for which they applied (e.g., creates an "approved vendor" list).

2. Need for outside counsel. OGC determines whether outside counsel is needed in a particular case.

3. Screening committee. Three-member internal committee made up of staff attorneys, excluding the General Counsel, evaluates the listing of qualified attorneys in the relevant field or fields of law. The screening committee ranks the top 3 attorneys as to suitability for a particular case and submits them to the General Counsel for consideration. The screening committee frequently consults with clients regarding the type of attorney they seek to assist them, particularly if it is a specialized area of law.

4. Selection. The General Counsel selects from the list submitted by the screening committee. Although GC has the prerogative to choose an attorney not ranked first by the screening committee, the General Counsel almost always selects the top ranked attorney, as recommended by screening committee. Additionally, if it is discovered after the selection that the first ranked attorney has a legal conflict and is unable to accept the matter from the University, the General Counsel may select another attorney from the recommended list submitted by the screening committee.

5. Compensation. Rates and specific attorneys who staff any matter are negotiated by the General Counsel to obtain the optimum rates and results on behalf of the University. If no agreement can be reached, then the General Counsel may select the next ranked attorney and commence negotiations toward a contract.

The current selection system was specifically created by the current General Counsel: (a) so that
selection of outside counsel is handled in a professional, transparent, and fair manner and (b) to help ensure that the attorney selected was well qualified to handle the matter, bringing the experience, skills, and expertise necessary to best position the University for success and capable of delivering quality legal services in a timely manner. The selection system was followed in the selection of the Torkildson firm.

Documents relating to this response are bates-stamped 3348 to 3383 and attached.

12. A detailed accounting of the number of hours spent redacting documents in Binders 9 & 10, as provided to this Committee, as well as an explanation as to the guidelines followed in making such redactions, including actions taken in compliance with the open records law;

University Human Resources spent about an hour and a half redacting documents in Binders 9 & 10, for personal privacy reasons.

13. Copies of employment contracts, professional development leave agreements and tenure agreements between the University of Hawaii and Virginia Hinshaw;

There are no employment contracts, professional development leave agreements or tenure agreements between the University of Hawaii and Virginia Hinshaw.

A copy of the memorandum regarding professional development leave is bates-stamped 3162 to 3165 and attached.

14. Copies of employment contracts and tenure agreements between the University of Hawaii and Rose Tseng;

A copy of the appointment agreement between the University of Hawaii and Rose Tseng is bates-stamped 3166 to 3172 and attached.

15. Any and all contracts or documents, records and communications related to the investigation of Greg McMackin or any other individual associated with the University of Hawaii at Manoa athletics program that resulted in the contracting of professional services to perform investigations, as discussed at the September 24th informational briefing;

The University is unaware of any investigation with regard to Greg McMackin specifically, especially of the type that Jim Donovan referred in his Senate testimony last week.

Purchase orders issued by the Athletic Department regarding two investigations related to other individuals and conducted by Dennis Chong Kee from the Cades Schutte firm are bates stamped 3384 to 3386 and attached. The subject of the service covered by one of the two purchase orders is redacted at bates-stamped page 3386, to protect privacy of the individuals involved.

16. Names of members of the Board of Regents consult group and citation to which statutory provision or Board Policy allows for the formation of;

Board of Regents Chair Eric Martinson and Vice Chairs James Lee and Carl Carlson belong to the consult group.

Haw. Rev. Stat. §92-2.5(a) provides that: "Two members of a board may discuss between themselves matters relating to official board business to enable them to perform their duties faithfully, as long as no commitment to vote is made or sought and the two members do not constitute a quorum of their board." The provision relates to discussion between board members. It permits any two board members to meet with the President as long no commitment to vote is made or sought. After the legislature authorized a second Vice Chair for the board in 2011, Mr. Lee clarified with OIP Director Cheryl Kakazu that the Chair and two Vice Chairs could meet with the President to discuss and develop the Board of Regents meeting agenda, as long as no vote commitment is made or sought.

Haw. Rev. Stat. § 92-2.5(g) provides that: "Discussions between two or more members of a board and the head of a department to which the board is administratively assigned may be conducted in private without limitation; provided that the discussion is limited to matters specified in section 26-35." Haw. Rev. Stat. §26-35(a) provides:

> (a) Whenever any board or commission is established or placed within or transferred to a principal department for administrative purposes or subject to the administrative control or supervision of the head of the department, the following provisions shall apply except as otherwise specifically provided by this chapter:
>
> (1) The head of the department shall represent the board or commission in communications with the governor and with the legislature; unless the legislature or a legislative committee requests to communicate directly with the board or commission;
>
> (2) The financial requirements from state funds of the board or commission shall be submitted through the head of the department and included in the budget for the department;
>
> (3) All rules adopted by the board or commission shall be subject to the approval of the governor;
>
> (4) The employment, appointment, promotion, transfer, demotion, discharge, and job descriptions of all officers and employees of or under the jurisdiction of the board or commission shall be determined by the board or commission subject to the approval of the head of the department and to applicable personnel laws;
>
> (5) All purchases of supplies, equipment, or furniture by the board or commission shall be subject to the approval of the head of the department;
>
> (6) The head of the department shall have the power to allocate the space or spaces available to the department and which are to be occupied by the board or commission;
>
> (7) Any quasi-judicial functions of the board or commission shall not be subject to the approval, review, or control of the head of the department; and
>
> (8) Except as set forth hereinabove, the head of the department shall not have the power to supervise or control the board or commission in the exercise of its functions, duties, and powers.

Based on Haw. Rev. Stat. §26-35(a), the President, Chair and Vice-chairs may discuss the following matters: Communications with the Governor (26-35(a)(1)); finance and budget items (26-35(a)(2)); employment, appointment, promotion, transfer, demotion, discharge, and job descriptions of all officers and employees of or under the jurisdiction of the board (26-35(a)(4)); purchases (HRS 26-35(a)(5)), and allocation of space (HRS 26-35(a)(6). They may not discuss judicial or quasi-judicial functions to be conducted by the board (HRS 26-35(a)(7).

17. Who has the responsibility to oversee any legal consultant(s) hired by the University of Hawaii;

The Office of the Vice President for Legal Affairs and University General Counsel (for the sake of brevity, hereinafter referred to as "OGC") has the primary responsibility of overseeing the work of attorneys retained to represent the University in various legal matters. The only exceptions are when it is determined that: (a) more direct and frequent interaction is required between the client administrators and the University's outside counsel (e.g., trial or hearing preparation, negotiations, urgent or emergency matters, etc.) ("Direct contact exception") or (b) the OGC's involvement should be eliminated or scaled back because of a potential or actual conflict of interest ("Conflict of Interest exception"). Other than these relatively rare exceptions, the OGC works closely with the University's Office of Procurement and Real Property Management (OPRPM) and the respective University fiscal offices and monitors the work of the University's outside counsel (e.g., often offering comments, suggestions, and input as to: (a) strategy and approach as to litigation and proposed transactions and (b) specific documents, agreements, and contracts).

Except for the Direct contact exception and the Conflict of Interest exception, the OGC also reviews all of the legal service invoices submitted by the University's outside legal counsel to: (1) ensure the work was appropriately within the scope of the client's legal needs as specified in the legal services agreement and (2) the fees and costs assessed were reasonable and did not include any inappropriate charges (i.e., food).

An example of the Direct contact exception is the handling of the legal matter relating to the permitting for and construction of the Thirty Meter Telescope ("TMT") within the Mauna Kea summit area that the University is leasing from the State Board of Land and Natural Resources (collectively the "TMT Work"). The outside counsel for the TMT Work works directly with the client administrators. Because the OVPLAGC is not closely involved with the TMT Work: (1) OGC reviews the legal service invoices for the TMT Work to confirm whether the fees and costs were reasonable and that they do not contain any inappropriate charges and (2) approval of the TMT Work invoices are also obtained from the client administrators to confirm that the TMT Work performed was appropriately authorized and within the scope of the client's legal needs.

An example of the Conflict of Interest exception is the handling of the legal matters that have arisen in the aftermath of the Stevie Wonder matter. The University retained the law firm of Torkildson Katz Moore Hetherington & Harris ("Torkildson") to represent the University in these matters ("SW Matter"). Outside counsel was retained for this because the OGC was deemed to have a conflict of interest. Consequently, the OGC will not be involved with

overseeing the SW Matter or reviewing any of the legal service invoices submitted by Torkildson. Under their legal services agreement to perform the work for the SW Matter, Torkildson will instead be reporting directly to the University's President and Board of Regents, who will also be primarily responsible for reviewing any legal service invoices.

The University has in the past permitted the University's outside legal counsel to retain sub-consultants to perform work that the University's outside legal counsel have deemed necessary to complete their work (e.g., to obtain advice regarding a particular legal issue or specialty, geographic based expertise, and survey work).

Excluding matters falling within the Conflict of Interest exception, the OGC also reviews the sub-consultant invoices submitted by the University's outside counsel to verify that the work performed was within the approved scope, reasonable, and appropriate. For matters failing within the Conflict of interest exception, such as the Torkildson legal services agreement for the SW Matter, review of the sub-consultant invoices would be completed by someone other than the OGC.

18. Who has the responsibility to evaluate the work of consultants that are hired by the University of Hawaii to ensure that the contracted for services are satisfactorily completed and in a timely manner?

See answer to question #17.

LINDA LINGLE
GOVERNOR

JAMES R. AIONA, JR.
LIEUTENANT GOVERNOR

LESLIE H. KONDO
DIRECTOR

STATE OF HAWAII
OFFICE OF THE LIEUTENANT GOVERNOR
OFFICE OF INFORMATION PRACTICES
NO. 1 CAPITOL DISTRICT BUILDING
250 SOUTH HOTEL STREET, SUITE 107
HONOLULU, HAWAI'I 96813
TELEPHONE: 808-586-1400 FAX: 808-586-1412
E-MAIL: oip@hawaii.gov
WEBSITE: www.hawaii.gov/oip

March 25, 2004

VIA FACSIMILE (808) 529-4750
Mr. Craig Gima
Reporter/Assistant City Editor
Honolulu Star-Bulletin
500 Ala Moana Boulevard, #7-210
Honolulu, Hawaii 96813

VIA FACSIMILE (808) 536-8993
Mr. Keoki Kerr
KITV 4 News
801 South King Street
Honolulu, Hawaii 96813-3013

Re: Evaluation and Expectations of University of Hawaii President

Dear Messrs. Gima and Kerr:

This is in response to your requests to the Office of Information Practices ("OIP") for an opinion regarding the University of Hawaii's ("UH") denial of your respective requests for the above-referenced records.

ISSUE PRESENTED

Whether the Board of Regents' evaluation of UH President Evan Dobelle dated October 26, 2003 ("Evaluation") and the Expectations and Performance Guidelines 2003-2004 prepared by the Board of Regents relating to President Dobelle ("Expectations") are public under the Uniform Information Practices Act (Modified), chapter 92F, Hawaii Revised Statutes ("HRS")("UIPA").

We make clear that this opinion is limited to the Evaluation and the Expectations. We do not imply by this opinion that the evaluation of a rank-and-file employee or any other State employee is public. Such determination must be made on a case-by-case basis. We also do not imply by this opinion that all records relating to President Dobelle's evaluation are public. For instance, as part of the evaluation process, we understand that President Dobelle prepared a self-evaluation. While you have not requested that document, and accordingly, we have not considered whether disclosure of it is required, we anticipate that UH may be able to withhold the self-evaluation because disclosure of it may discourage President Dobelle from making a candid self-evaluation, thereby frustrating the Board of Regents' evaluation process. Moreover, the self-evaluation arguably may also be part of the deliberative process involved in rendering the Evaluation and the Expectations which, if true, may allow UH to withhold the records under section 92F-13(3), HRS.

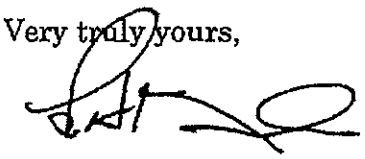
We expect, as reflected by the lack of consensus in the opinions discussed above, that our conclusion will not be without dispute. We acknowledge that the issue regarding the public's right to access the Evaluation and the Expectations is not clear-cut. We also recognize that, once the Evaluation and the Expectations are disclosed, any damage to President Dobelle's privacy interest that may arguably result cannot be subsequently repaired. Because of that concern, i.e., that the bell cannot be unrung; by copy of this letter to UH, we suggest that UH withhold the Evaluation and the Expectations from you for a period not to exceed five business days from the date of this letter to allow President Dobelle an opportunity to challenge our opinion, if he so chooses, in court. Given that President Dobelle has been aware of this issue regarding the Evaluation and the Expectations for a number of months and the fact that we would be rendering an opinion as to whether the records were public, we believe that five business days is a reasonable and fair balance between allowing President Dobelle the opportunity to protect any privacy interest that he believes may be impacted by the disclosure of the records and providing public access to the records without any further delay.

CONCLUSION

The Evaluation and the Expectations are public. While President Dobelle has a significant privacy interest in those records, his privacy interest is diminished by, among other things, the fact that he is a high

ranking State employee who is responsible for managing the State's public university and community college system. In balancing the public interest in knowing how the Board of Regents is performing its duties, which include overseeing President Dobelle, and in knowing how President Dobelle is performing his job against President Dobelle's privacy interest, as required by section 92F-14(a), HRS, we find the public interest to be greater. Accordingly, UH cannot withhold the Evaluation and the Expectations, as disclosure would not be a clearly unwarranted invasion of personal privacy under section 92F-13(1), HRS.

Very truly yours,



Leslie H. Kondo
Carlotta Dias

LHK/CMD:ankd/cy

cc: The Honorable Patricia Lee, Chair, Board of Regents, University of Hawaii (via facsimile no. 547-5880)
The Honorable Evan S. Dobelle, President, University of Hawaii (via facsimile no. 956-5286)
Walter S. Kirimitsu, Esq. (via facsimile no. 956-7888)
David Iha, Executive Administrator and Secretary, Board of Regents (via facsimile no. 956-5156)
Bert T. Kobayashi, Jr., Esq. (via facsimile no. 524-0766)
Beverly Creamer, Honolulu Advertiser (via facsimile no. 525-8037)

Timeline of Events leading to wire transfer of $200,000

- June 15, 2012, James Donovan sends email to Carl Clapp asking him to sign the Agreement on his behalf as long as the Office of General Counsel had approved the final draft
    - Carl Clapp signs Agreement on June 15, 2012

- Immediately Bob Peyton begins to put pressure on Rich Sheriff to get the $200,000 sent to Peyton
    - The University was unable to provide the $200,000 until they raised that amount with pre-sale tickets
- June 18, 2012, ticket pre-sales begin

- June 25, 2012, enough funds were raised in pre-sales to cover the $200,000 payment

- Paul Kobayashi & Tiffany Kuraoka discussed the method in which to transfer the money from Athletics to Epic
    - They decided on wire transfer because cutting a check would have missed the deadline given by Peyton

- Sheriff prepared a requisition form for $200,000 based on an invoice that he received from Peyton
    - The form listed Sheriff as the "requisitioner" – the person receiving the goods
    - Clapp was listed as the "Purchasing Officer" – the person authorizing the purchase and the "Approving Authority"

- The system generated an Authorization For Payment to complete the payment from Athletics to Epic

- Sheriff advised Kuraoka that the required payment was $200,000
    - The Agreement directed that $225,000 generated from pre-sales would be used to procure the artist
    - Kuraoka noticed the difference but she relied on the instructions from Sheriff

- June 26, 2012, Alan Kimura, with the help of Karyn Yoshioka in Disbursing, executed the $200,000 wire transfer

- June 26, 2012, Kobayashi sent an email to Clapp and Kuraoka confirming that "[t]he wire for the deposit went out this morning and [was] confirmed by the bank"

Tours & Appearances

Date	Venue - Location	Info
14 Sep 12	Garanti Jazz Green Festval in Istanbul, Turkey	
09 Sep 12	Bestival Music Festival - Isle of Wight, UK	Details
18 Aug 12	Hawaii, Stan Sheriff Center	Details
10-12 Aug 12	The Outside Lands Music Festival, San Francisco, USA	Details
04 June 12	Queen Elizabeth's Diamond Jubilee (Appearance)	Details
02 Jun 12	Rock in Rio-Lisboa, Lisbon, Portugal	Details
04 Mar 12	Java Jazz Festival, Jakarta, Indonesia	Details
02 Mar 12	Sandalford Estate, Perth, Australia	
31 Dec 11	Cosmopolitan of Las Vegas	

Aloha!

I am very interested in discussing the position of Chancellor of the University of Hawaii-Manoa. UH-Manoa is an impressive institution which shares the distinction with my current institution, the University of Delaware (UD), of being one of the land, sea and space grant universities. Both institutions are consistently ranked a 'best value' among US colleges and universities. Many of the opportunities and challenges faced by UH-Manoa today are those with which I have considerable experience dealing at UD.

In my present position as Provost at the University of Delaware I oversee the seven Colleges, the Research Office, Student Life, the Library, and the Admissions/Registrar Offices. The University of Delaware is classified as a research university with very high research activity. Our external funding expenditures will eclipse $200M in FY12. We have 40 academic departments, 16,000 undergraduate and 4,000 graduate students, and 1175 full-time faculty. I direct revenues and expenditures, including research, of $660M out of a university budget of $910M.

I have been heavily involved in development activities at UD, both as Provost and as Dean of the College of Arts and Sciences. We have doubled annual giving from $25M to $50M in four years, despite the downturn in the economy. Because of the poor economic climate and the importance of making higher education accessible to students with limited means, it is clear that there is a need to find new funding sources. I would enjoy speaking with you about creative development initiatives to bring new investors on board, as well as energizing and partnering with the alumni base to support the mission of preparing the next generation. Development efforts include increasing grant funding from government and foundations, individuals, and businesses.

As Provost I lead strategic planning, efforts to improve faculty and program quality, student recruitment and retention, allocation/creation of academic space as well as infrastructure utilization and renovation. Currently we are engaged in constructing a $140M LEED-certified Interdisciplinary Science and Engineering Laboratory. We have had the opportunity to hire great faculty in a down market, which in turn has enriched our academic programs and attracted other great faculty as well as great students. It is my firm belief that faculty should share ownership of decision-making ability with regard to new hires, tenure and promotion.

UH-Manoa's geographic position provides a unique multicultural opportunity among American universities. One of my missions as an administrator at UD has been to enhance the diversity of faculty. I have received acknowledgement (Louis Redding Award) for promoting diversity in our new faculty hires. I have been lead PI on grants to improve success of women in science and engineering (ADVANCE) and to develop a stronger pipeline of PhD students from underrepresented groups in science and engineering (AGEP). In addition, I have spearheaded cooperative programs with several historically-black colleges and universities.

knowledge and practical experience to excel in their chosen field, they must also understand, and be able to communicate with and be comfortable with people from different cultures and with different values. Students may come from rather enclosed enclaves – their knowledge of others who are not like them may be stereotypical. College is the best time for them to grow – in their new freedom - to understand others. Collaborative programs with educational, business and private sector programs from around the world can be instrumental in broadening students' perspectives about approaches to problem solving and learning, and in opening their eyes to the competitive work of other countries.

Most importantly, a superior institution of higher learning must be run with integrity and the clarity which comes from transparency and open communication at all levels. The tone must be set at the top and be a source of pride for all who participate in the success of the university.

Over the past 17 years, my wife and I have made annual visits to Hawaii in our personal time. It is a place not only of outstanding beauty which instructs us that we need to be good stewards of the land and sea, but has taught us also that to carry the spirit of aloha means to be caring and open to what others can teach us.

Mahalo nui. I look forward to discussing these and other issues with the Search Committee and the university community.

Sincerely,

Tom Apple

Tom Apple
Provost
University of Delaware

The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

September 25, 2012

Chief Louis Kealoha
Honolulu Police Department
801 S. Beretania Street
Honolulu, HI 96813

Dear Chief Kealoha,

During a recent Senate Informational briefing addressing concerns with the University of Hawaii's loss of $200,000 for a planned fund raising concert, University of Hawaii President M.R.C. Greenwood, stated the following:

> Senator Kim: Did you make a report to the police department? HPD?
> President Greenwood: Absolutely.

In light of this statement, may I request a copy of the report filed and the current status of the investigation. What steps are followed when a case of this nature is reported to HPD?

There was also mention of the Federal Bureau of Investigation (FBI). In the case that the FBI was also contacted, how does HPD proceed at that point?

Thank you for your assistance with this matter.

Sincerely,

Donna Mercado Kim
Senator, 14th district
Special Committee on Accountability, Chair

UNIVERSITY of HAWAI'I SYSTEM

M.R.C. Greenwood, Ph.D.
President

September 26, 2012

Via Email and U.S. Mail

The Honorable Donna Mercado Kim
Chair, Special Committee on Accountability
State Capitol, Room 210
415 South Beretania Street
Honolulu, HI 96813

Dear Senator Kim:

I understand that you contacted the Honolulu Police Department earlier today to inquire as to whether the University filed a police report regarding the concert matter. No such report was filed. Instead, as I informed you at the September 24 briefing, on advice of counsel the University reported the matter to the Federal Bureau of Investigation.

The FBI has asked the University not to comment publicly on what they are doing, and we have attempted to respect that request. In reviewing my testimony, I note that there was one point at which you asked whether the University had reported the matter to "the police department". I began to respond "absolutely", meaning that we had reported to the FBI, and at the same time you went on to say "to HPD". Upon realizing that your question was specific to HPD and not law enforcement more generally, I went on to say "We talked directly to law enforcement". In phrasing my response that way, I intended to be responsive to your question while respecting the FBI's request that we not comment publicly on our contacts with them. Unless you advise me otherwise, I assume this letter clarifies any confusion left over from the September 24 briefing on this issue.

Very truly yours,

M.R.C. Greenwood

M.R.C. Greenwood, Ph.D.
President

cc: Eric Martinson, Chair, UH Board of Regents
James Lee, Vice Chair
Carl Carlson, Vice Chair

2444 Dole Street, Bachman Hall
Honolulu, Hawai'i 96822
Telephone: (808) 956-8207
Fax: (808) 956-5286
Email: mrcgreenwood@hawaii.edu

POLICE DEPARTMENT

CITY AND COUNTY OF HONOLULU

801 SOUTH BERETANIA STREET · HONOLULU, HAWAII 96813
TELEPHONE: (808) 529-3111 · INTERNET: www.honolulupd.org

PETER B. CARLISLE
MAYOR

LOUIS M. KEALOHA
CHIEF

DAVE M. KAJIHIRO
MARIE A. McCAULEY
DEPUTY CHIEFS

OUR REFERENCE RR-NTK

September 27, 2012

The Honorable Donna Mercado Kim
The Senate
State Capitol
Honolulu, Hawaii 96813

Dear Senator Mercado Kim:

This is in response to your letter of September 25, 2012, regarding the University of Hawaii's loss of $200,000 for a planned fundraising concert.

A check of the Honolulu Police Department's database, based on the limited information that we have, indicates that a police report was not initiated by the University of Hawaii

We are unable to give a specific response as to what steps we would have taken, as we do not know the specific facts of this case. In most investigations of this nature, the investigator would obtain detailed statements, interview all witnesses, recover documents, and attempt to track monies. If there had been an out-of-state nexus, we would have contacted the Federal Bureau of Investigation or the Secret Service.

Should you be able to obtain further specific information from the University of Hawaii regarding the police report that they reportedly filed, please feel free to forward that information to us and a more thorough search may be conducted.

If you have any questions, please have a member of your staff contact Major Richard C. Robinson of the Criminal Investigation Division at 723-3609.

Sincerely,

Marie A. McCauley
for LOUIS M. KEALOHA
Chief of Police

Senator Kim: the decision to create the new position was who?

MRC GREENWOOD: technically the chancellors, let me try to be transparent and clear. No one wanted to damage Jim Donovon. Hes been here for 20 years. The chancellor sat down with him, and said I don't want to put you back in the AD position, I want you to work with me and lets see if we can work something out. what they asked for was something substantially more than what we wanted. We have a real role in the chancellors office. We think this will make a difference. There was a lot of political pressure. I was told that id be in front of a legisltiave committee and here I am.

Senator Kim: the fact that the athletics director falls under the chancellor, you didn't want to damage him yet when you put him on leave

MRC GREENWOOD: we want to put them on admin. leave, any time you're put on leave can damage you. we settled because we were under pressure to do something with Jim Donovon. The best advice of our attorneys would be that we would win the lawsuit and in the mean time, we might not be able to fill the AD position.

Senator Kim: so any credence given to Jim Donovon's evaluations or was mr. apple able to evaluate Jim Donovon? They were all glowing

MRC GREENWOOD: elt me go back, I would prefer if you don't make us do this in public. The reviews were glowing. The cuttingham report was written in 2009 and had a high review of jim. It was warranted. The 360 was done in 2011, that went to outside constituency and staff people. They were all high above the marks. Senator Kim, we believe that the handling of athletic conferences being handled the way they wer being handled would hav been us staying in the deteriorating or being independent. Had either one of those evolved, we would be a stranded team today. The board was appropriately concerned that we were not taking actions to move into another conference. It got complicated. That's where I come in. after the team got themselves out of the wac and moved, the wac sued the teams that were leaving. It was a complication to have chancellor hinshaw be doing with the wac the same things the others were doing. That's where the board requested that I become directly involved in attempting to move the athletic teams to a different conference. That complicated relations with the manoa campus but that's for other people to judge. Maybe they aren't satisfied. I don't really think there were mistakes made there.

Senator Kim: so mistakes were made with athletic dept..?

MRC GREENWOOD: with respect to coach mcmaccan, there was strong feeling and I shared it. I don't think he deserved to leave with as much of a payout as he did. Sorry if I sound as a toughie. That is something BOR has to see, I have to see.

Senator Kim: are you saying that was one of the reasons you were renewing contracts because of MAC and WAC?

MRC GREENWOOD: those are the ones that are public. And the ones I feel most comfortable with, he was well liked, he was very good at selling the program. There were issues in spite of the 360s, im sorry senator, it is our job (the BOR and chancellors and mine) to decide personnel issues

Greenwood transcript regarding why she created the new position

We were under pressure to do something for Donovan

Nobody ask us to create ***this*** *position*
We were pressure to put Jim back in Athletic Director's position despite the fact that we did not believe it was the right thing for the University.

Kim: *Isn't it true that the pressure was to put him back in his position and let the contract run out?*

Greenwood: *"That is partially true but the rest of the pressure was the attorney took advantage of the situation to threaten a law suit and told us that would not be a satisfactory resolution."*

Donovan's Attorney David Simons letter of July 16, 2012 summary:
Please reinstate Mr. Donovan.
If Mr. Donovan is not reinstated by Thursday at noon we reserve all our legal options.....We hope you will make the right decision and reinstate Mr. Donovan.

Athletic Director Search Committee Timeline

- August 15, 2012 – Chancellor Apple requests a procurement exemption to acquire executive search services at the cost of $90,000 for recruitment of an Athletic Director
- August 23, 2012 – Search Committee members are named
- August 28, 2012 – Approval of request for procurement exemption granted
- September 4, 2012 – First meeting of search committee held

UH recruits coaches, businesspeople to search for new athletic director

POSTED: 08:14 a.m. HST, Aug 24, 2012 **StarAdvertiser.com**

Three current University of Hawaii coaches will be among a 14-member search advisory committee to assist in the selection of a new athletic director at Manoa, the school said on its website.

Former Board of regents chairman Howard Karr is the chairman and football coach Norm Chow is vice chairman. The other members are:

>> Keith Amemiya, executive administrator and secretary, UH Board of Regents;

>> Laura Beeman, UH women's basketball head coach;

>> Bob Harrison, CEO and president, First Hawaiian Bank;

>> Peter Ho, Chairman, president and CEO, Bank of Hawaii;

>> Bonnyjean Manini, chair, UH Mnoa Faculty Senate Executive Committee;

>> Mike McCartney, president and CEO, Hawai'i Tourism Authority;

>> Diane Nakashima, APT representative UH-Manoa;

>> Peter Nicholson, faculty athletics representative, UH Manoa;

>> Mark Polivka, chairman, 'Ahahui Koa nuenue;

>> Teena Rasmussen, regent emeritus, UH Board of Regents;

>> Dave Shoji, Wahine volleyball coach Dave Shoji;

>> And a student representative to be named.

UH said the committee would decide whether a search firm is also used.

13731

Office of Procurement and Real Property Management

UNIVERSITY of HAWAI'I SYSTEM

RECEIVED
AUG 29 2012

August 28, 2012

TO: M.R.C. Greenwood
President

VIA: Howard Todo
Vice President for Budget and Finance and Chief Financial Officer

FROM: Duff Zwald
Director

SUBJECT: Approval of Request for Procurement Exemption

SYNOPSIS OF ATTACHED:

Pursuant to HRS 103D (Hawai'i Public Procurement Code), the President, as Chief Procurement Officer, must approve all requests for exemption from HRS 103D requirements for purchases of goods and services on a case-by-case basis. Accordingly, in accordance with University of Hawai'i APM Section A8.220, your approval on the attached copy of OPRPM Form 138, REQUEST FOR EXEMPTION FROM CHAPTER 103D, HRS, is requested:

1. Department: Office of the Chancellor, University of Hawaii at Manoa

   Goods/Services: Executive search services for the recruitment of an Athletic Director for the University of Hawaii at Manoa, Honolulu, Hawaii

   Amount: $90,000.00 (est.)

The Office of Procurement and Real Property Management recommends your approval of this request. Should you have any questions concerning this matter, please do not hesitate to contact me at extension 68687.

ACTION:

a. Sign the request document.

b. Return request document to the Office of Procurement and Real Property Management

1400 Lower Campus Road, Room 15 Honolulu, Hawai'i 96822
Telephone: (808) 956-8687 Fax: (808) 956-2093

OPRPM Form 138
(Rev.07/2012)

REQUEST FOR EXEMPTION FROM CHAPTER 103D, HRS

TO: OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

FROM: University of Hawaii at Manoa, Office of the Chancellor
(Department/Program)

Pursuant to APM Section A8.220, the Department requests a procurement exemption to purchase the following:

Description of goods, services, or construction:

See attached.

Estimated Cost: $ 90,000.00

(1) Explanation describing how procurement by standard competitive means is either not practicable or not advantageous to the University;

See attached.

(2) Details of the process or procedures to be followed in selecting the vendor to ensure as fair and open competition as practicable;

See attached.

(3) A description of the Department's internal controls and approval requirements for the exempted procurement; and

See attached

(4) A list of Department personnel, by position title, who will be involved in the approval process and administration of the contract:

See attached

Direct questions to: James Nishimoto Phone: 956-2697

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

James Nishimoto — Full Name of Principal Investigator, Department Head, or Administrator — Signature — Date: 08-15-12

Alexandra French — Full Name of Fiscal Officer — Signature — Date: 08-15-12

APPROVED:

Tom Apple — Full Name of Vice President or Chancellor — Signature — Date: 8/16/12

FOR OPRPM USE ONLY

OPRPM COMMENTS:

Recommend Approval

✓ APPROVED ____ DENIED

PRESIDENT, UNIVERSITY OF HAWAII — DATE: 9/5/12

OCT - 1 2012

NEIL ABERCROMBIE
GOVERNOR

DAVID M. LOUIE
ATTORNEY GENERAL

RUSSELL A. SUZUKI
FIRST DEPUTY ATTORNEY GENERAL

STATE OF HAWAII
DEPARTMENT OF THE ATTORNEY GENERAL
425 QUEEN STREET
HONOLULU, HAWAII 96813
(808) 586-1500

October 1, 2012

The Honorable Donna Mercado Kim
Senate Vice President
State Capitol, Room 210
Honolulu, Hawai'i 96813

Dear Senator Kim:

This responds to your request for advice as to whether the August 11, 2012 "Memorandum and Agreement" entered between Mr. James Donovan and the University of Hawai'i, constitutes a "settlement agreement" and whether under Section 8-1 of the Board of Regent's ("BOR") Policy, the BOR ought to have reviewed and approved the agreement.[1]

As explained below, we believe that the Memorandum and Agreement between Mr. Donovan and the University of Hawai'i constitutes a "settlement agreement" and under BOR Policy Section 8-1, the BOR should have considered it a "settlement agreement" subject to BOR review and approval.

Section 8-1 of the BOR's policies provides in relevant parts:

> a. General: Except as otherwise provided herein, the President is authorized to approve, sign, and execute contracts and settlements of claims in accordance with law and Board policy. [ ] Should it be determined, in consultation with the Board, that a contract or settlement is anticipated to have a significant impact on policies, programs, or operations; or result in potential institutional liability the prior approval of the Board shall be required regardless of amount and source of

[1] We did not consider whether the BOR can, by policy, and without going through the rule-making process under chapter 91, Hawaii Revised Statutes, delegate matters such as the approval of settlement agreements to the President or the University administration. However, by doing so the BOR has, by policy, restricted what matters are to be subject to the Sunshine Law, part I of chapter 92, Hawaii Revised Statutes and would come before the BOR where public notice would be required. Generally, the Office of Information Practices is the agency that administers the Sunshine Law.

> funding.
>
> . . .
>
> d. All settlement agreements recommended by the University's General Counsel involving payments of $500,000 or less, or involving workers' compensation claims in any amount and which do not contravene Board policy and do not have a significant impact on policies, programs or operation, shall be approved by the President or the President's designee. **Agreements which are anticipated to require changes in Board policies and/or have significant impact on policy, programs, or operations and/or where the Board is named as a party to a suit, shall require the prior approval of the Board regardless of amount. All settlement agreements exceeding $500,000, except for settlement of workers' compensation claims, shall require the approval of the Board.** This requirement may not be circumvented by subdivision of the total amount of the settlement claim. All settlements requiring Board approval shall include a signature line for the Board. (Emphasis added).

In interpreting administrative policies and regulations, we apply the same rules of construction as we do for statutes. See In the Matter of Director of Labor and Industrial Relations v. Kiewit Pacific Company, 104 Hawai'i 22, 84 P.3d 530 (2004) (General principles of statutory construction also apply to administrative rules.) It is a cardinal rule of statutory construction that it is rational and practicable to give effect to all parts of a statute, and that no clause, sentence, or word shall be construed as superfluous, void, or insignificant if a construction can be legitimately found which will give force to and preserve all the words of a statute. Id.

The BOR's policy on settlement agreements expressly and unambiguously refers to the following 3 situations and states which of the situations require BOR approval[2]:

1. Settlement agreements involving $500,000 or less OR involving workers' compensation claims of any amount AND which do not contravene Board policy AND do not have a significant impact on policies, programs or operations. These settlement agreements may be approved by the President or her designee and do not require Board approval.

[2] Where, as in this case, the language of a provision like a statute is plain and unambiguous, its plain and obvious meaning must be given effect. See State v. Bohannon, 102 Hawai'i 228, 241, 74 P.3d 980, 993 (2003); Iddings v. Mee-Lee, 82 Hawai'i 1, 7, 919 P.2d 263, 269 (1996). See also Ross v. Stouffer Hotel Co., 76 Hawai'i 454, 461, 879 P.2d 1037, 1044 (1994), modified on other grds, 985 P.2d 661 (1999) ("where the terms of a statute are plain, unambiguous and explicit, we are not at liberty to look beyond the language for a different meaning"). Further, insofar as the language of the Board's policies is not ambiguous, there is no need to inquire into or, defer to, the BOR's interpretation of its policies. See Charmaine Tavares Campaign v. Wong, 121 Hawai'i 249, 256 n. 6, 217 P.3d 951, 958 n. 6 (2009).

2. Settlement agreements that are anticipated to require changes in Board policy AND/OR have a significant impact on policy, programs or operations AND/OR where the Board is named as a party to a suit. These settlement agreements require prior Board approval regardless of amount.

3. Settlement agreements exceeding $500,000, except for workers' compensation claims, require approval of the Board.

We believe that the Memorandum and Agreement is a settlement agreement because it is an arms length agreement that was negotiated through legal counsel and resolved a legal dispute. The settlement agreement with Jim Donovan appears to fall under paragraphs 2 and 3 above which require prior BOR approval. Like the settlement agreements described in paragraph 2 above, the Jim Donovan settlement has a "significant impact" on the University's policies, programs and operations (and it may require changes in BOR policy). The position of Director of Athletics is responsible for providing for the overall leadership and direction of the state's National Collegiate Athletic Association Division I women's and men's athletics programs that include 20 major team sports at the UH Manoa campus.[3] The Director of Athletics is responsible for the sound fiscal management of the program's more than $29 million a year operating budget. Jim Donovan's reassignment under the agreement has most certainly resulted in a significant impact on the athletic programs at the University. It has consumed the attention of the general public, the media and the University administration itself. It has resulted in a legislative inquiry into the administration and operation of the University and the need to recruit a new athletic director. In short, the Jim Donovan settlement has had a significant impact on the policies and operations of the University and it therefore required prior BOR approval regardless of the amount.[4]

The settlement agreement with Jim Donovan also falls under paragraph 3 above. In addition to the $30,000 to be paid for Jim Donovan's attorney's fees, the agreement provides that Jim Donovan will be reassigned to a "new managerial position" in the Office of the Chancellor at a yearly salary of $211,200 for 3 years. Thus, the total amount to be paid according to the terms of the settlement agreement is $663,600 and therefore required the prior approval of the BOR.

It has been argued that the amount to be paid under the settlement agreement is only the $30,000 to pay for Mr. Donovan's attorney's fees. However, paragraph 5. of the settlement agreement provides, in relevant part, "[in exchange for the **above**, you agree to and do fully and completely release and hold harmless the University of Hawai'i . . . ." (Emphasis added). The word "above" in this sentence refers not only to the payment of the $30,000 for Mr. Donovan's attorney's fees but also to his reassignment to the position in the Chancellor's Office and

---

[3] See attached recruitment notice for Director of Athletics position (September 21, 2012).

[4] The BOR's listing of this matter as a personnel action on its August 22, 2012 agenda under the heading of: "Reassignment of James Donovan and Return from Leave With Pay of Richard Sheriff," might suggest that the BOR did review and approve the settlement agreement. However, for purposes of the Sunshine Law, such a characterization of the matter on the BOR's agenda raises the issue as to whether the BOR's agenda was sufficiently clear to allow the public to understand that the BOR would be considering a settlement agreement with Mr. Donovan.

payment of a yearly salary of $211,200 for 3 years. In addition, the last sentence in paragraph 5 of Mr. Donovan's settlement agreement provides that "[i]n the event that the appointment [to the new position in the Chancellor's office] set forth in paragraph 4 is not made, the release in this paragraph will not be effective."

Thus, Mr. Donovan waived and released his claims against the University in exchange for both the payment of his attorney's fees and his reassignment to a new position and the salary he is to be paid. He did not waive his claims against the University in exchange for the payment of his attorney's fees alone and the amount the University is to pay under the settlement agreement is both the $30,000 for Mr. Donovan's attorney's fees and his annual salary of $211,200 for 3 years. As a result, as a settlement agreement exceeding $500,000, the Jim Donovan settlement agreement required the approval of the BOR according to the BOR's policies.

Should you require additional assistance, please contact us.

Very truly yours,

Russell A. Suzuki
First Deputy Attorney General

APPROVED:

David M. Louie
Attorney General

Attachment

UNIVERSITY OF HAWAI'I

Director of Athletics

The University of Hawai'i at Mānoa (UH Mānoa) Athletics Department has a tremendous responsibility in developing and inspiring student-athletes to strive for the highest levels of sportsmanship and performance in intercollegiate sports. Equally as important, intercollegiate athletics enhances "pride and loyalty" toward one's alma mater, generating support and resources that help build both academic and athletic excellence.

The Director of Athletics is responsible for providing overall leadership and direction of the state's National Collegiate Athletic Association Division I women's and men's athletics programs that includes 20 major team sports at the UH Mānoa campus. The Director of Athletics reports to the Chancellor, UH Mānoa, and is responsible for the sound fiscal management of the program's more than $29 million a year operating budget.

The Director of Athletics provides executive leadership and vision to guide and grow the athletics program in a manner commensurate with the mission and values of the University. Responsibilities include strategic and policy planning and implementation; strengthening and promoting the University's athletics program and solidifying its success and recognition; managing public relations, media, and marketing initiatives; taking effective measures to ensure the fiscal soundness of the program; making fair and responsible personnel actions; achieving success in resource development and fundraising initiatives; and promoting the personal, academic and athletic development and achievement of student-athletes.

Further, the Director of Athletics will be expected to promote actions that strongly support diversity and gender equity; encourage and support a multicultural environment; effectively build relationships with other academic institutions, state and national associations affiliated with educational institution athletes, and various constituents of the State of Hawai'i, including students, alumni and public supporters, legislators, faculty and other educators business leaders and organizations, and local and national media, to positively promote the athletics program and generate revenue in support of the athletics department's mission.

UH Mānoa is one of the premier institutions of higher learning in the Pacific and part of an international community of research universities. It is the flagship campus of the UH System and enrolls more than 20,000 students. UH Mānoa is one of the nation's few land-, sea-, and space-grant institutions, and it plays a vital role in Hawaiian, Asian, and Pacific communities through education, research, outreach, and service. Many of the University's fields of study relate directly to the distinctive geographical and cultural setting of Hawai'i, an island community with diverse ecosystems and exceptional cultural diversity. (For more information about UH Mānoa and the Athletics Department, please go to http://www.manoa.hawaii.edu and http://hawaiiathletics.com).

Nominations, inquiries, and application information

Nominations, inquiries, and applications are being accepted for this position. Review of applications will begin on September 21, 2012, and will continue until the position is filled. For best consideration, applications should be submitted by September 28, 2012. Candidates must submit a cover letter summarizing their interest and qualifications for the position, a current resume, and the names of four (4) professional references, including title and contact information. (For a job description and search information, please go to http://manoa.hawaii.edu/executivesearch). E-mail correspondence/submittal is encouraged. Please send materials to:

University of Hawaii at Mānoa
Director of Athletics Search
Attn: Karen Ikoma
2500 Campus Road, Hawaii Hall 202
Honolulu, Hawaii 96822
Phone: 808-956-3379 / Fax: 808-956-4153
E-mail: Karen Ikoma at ikoma@hawaii.edu

The University of Hawai'i is an equal opportunity/affirmative action institution and encourages applications from and nomination s of women and minority candidates.

The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

October 1, 2012

MEMORANDUM

TO: Honorable Donna Mercado Kim
Senator, 14th District

FROM: Krislen N. Chun
Senate Majority Research Office

RE: University of Hawaii Board of Regents

ISSUE

You have asked our office to research the following:

1. Whether the Legislature passed any legislation to allow the University of Hawaii Board of Regents (BOR) to have two Vice-Chairs; and

2. Whether there are any exemptions that would allow the BOR Chair and Vice-Chairs to meet outside of a properly noticed BOR meeting.

DISCUSSION

Act 50, Session Laws of Hawaii 2011

In 2011, the Legislature passed Act 50, Session Laws of Hawaii 2011 (Act 50), which amended section 304A-104(b), Hawaii Revised Statutes (HRS), to allow the BOR to elect up to two Vice-Chairs. A copy of Act 50 is enclosed with this memorandum.

Act 50 did not provide for any specific exemption of the BOR Chair and Vice-Chairs from Hawaii's Sunshine Law, Chapter 92, HRS.

Permitted Interactions Under the Sunshine Law

While Act 50 does not provide the BOR Chair and Vice-Chairs with any specific exemption from the Sunshine Law, section 92-2.5, HRS, does allow for certain permitted interactions of board and commission members.

Section 92-2.5, HRS, was amended by Act 177, Session Laws of Hawaii 2012, by primarily adding two new subsections (d) and (e). Effective from July 1, 2012, section 92-2.5, HRS, currently reads as follows:

> (a) Two members of a board may discuss between themselves matters relating to official board business to enable them to perform their duties faithfully, as long as no commitment to vote is made or sought and the two members do not constitute a quorum of their board.
>
> (b) Two or more members of a board, but less than the number of members which would constitute a quorum for the board, may be assigned to:
>
> (1) Investigate a matter relating to the official business of their board; provided that:
>
> (A) The scope of the investigation and the scope of each member's authority are defined at a meeting of the board;
>
> (B) All resulting findings and recommendations are presented to the board at a meeting of the board; and
>
> (C) Deliberation and decisionmaking on the matter investigated, if any, occurs only at a duly noticed meeting of the board held subsequent to the meeting at which the findings and recommendations of the investigation were presented to the board; or
>
> (2) Present, discuss, or negotiate any position which the board has adopted at a meeting of the board; provided that the assignment is made and the scope of each member's authority is defined at a meeting of the board prior to the presentation, discussion, or negotiation.
>
> (c) Discussions between two or more members of a board, but less than the number of members which would constitute a quorum for the board, concerning the selection of the board's officers may be conducted in private without limitation or subsequent reporting.
>
> (d) Board members present at a meeting that must be canceled for lack of quorum or terminated pursuant to

section 92-3.5(c) may nonetheless receive testimony and presentations on items on the agenda and question the testifiers or presenters; provided that:

(1) Deliberation or decisionmaking on any item, for which testimony or presentations are received, occurs only at a duly noticed meeting of the board held subsequent to the meeting at which the testimony and presentations were received;

(2) The members present shall create a record of the oral testimony or presentations in the same manner as would be required by section 92-9 for testimony or presentations heard during a meeting of the board; and

(3) Before its deliberation or decisionmaking at a subsequent meeting, the board shall:

(A) Provide copies of the testimony and presentations received at the canceled meeting to all members of the board; and

(B) Receive a report by the members who were present at the canceled or terminated meeting about the testimony and presentations received.

(e) Two or more members of a board, but less than the number of members which would constitute a quorum for the board, may attend an informational meeting or presentation on matters relating to official board business, including a meeting of another entity, legislative hearing, convention, seminar, or community meeting; provided that the meeting or presentation is not specifically and exclusively organized for or directed toward members of the board. The board members in attendance may participate in discussions, including discussions among themselves; provided that the discussions occur during and as part of the informational meeting or presentation; and provided further that no commitment relating to a vote on the matter is made or sought.

At the next duly noticed meeting of the board, the board members shall report their attendance and the matters presented and discussed that related to official board business at the informational meeting or presentation.

(f) Discussions between the governor and one or more members of a board may be conducted in private without limitation or subsequent reporting; provided that the discussion does not relate to a matter over which a board is exercising its adjudicatory function.

(g) Discussions between two or more members of a board and the head of a department to which the board is administratively assigned may be conducted in private

> without limitation; provided that the discussion is limited to matters specified in section 26-35.
>
> (h) Communications, interactions, discussions, investigations, and presentations described in this section are not meetings for purposes of this part.[1]

If you have any questions regarding this matter, please do not hesitate to contact our office at 586-6770.

Approved: _____
Richard Wada
Senate Majority Attorney

KNC:rn
Encs.

[1] A copy of Act 177, Session Laws of Hawaii 2012, is enclosed with this memorandum.

From:	Casey Hines
To:	Sen. Donna Mercado Kim
Cc:	Daniel Holt; Gina Williams; Richard Wada; Krislen Chun
Subject:	FW: Follow up question for Sunshine Memo
Date:	Monday, October 01, 2012 4:49:57 PM

Senator,

Per discussion with Daniel, this email is in response to a subsequent question to the Sunshine Memorandum, document number 2013-0098.

Specifically, the subsequent question asked relates to whether it is permissible for the BOR Chair and two Vice-Chairs to meet outside of the board to discuss which items are to be placed on the agenda at a subsequent BOR meeting?

Section 92-2.5, HRS, the permitted interactions section of the Sunshine law applies to that question. That section is included at the end of this email for reference purposes.

The short answer to the subsequent question appears to indicate that if the setting of the agenda is "official board business", then such interactions would be in violation of 92-2.5(a), HRS, for two reasons. One, because the specific discussions pertaining to the BOR involve three members of the BOR, and two, because the setting of the agenda is **not** explicitly stated as a permitted interaction for two or members of a board that make up less than an quorum in section 92-2.5(b) through (f).

OIP has also posted a past opinion that appears to go toward answering what is "official board business." Specifically, in OIP Op. Ltr. No. 01-01 OIP stated "'Official board business' is defined as those matters over which the board has supervision, control, jurisdiction, or advisory power that are currently before the board or that are reasonably anticipated to come before the board in the foreseeable future for discussion, deliberation, and action." I would think that the setting of an agenda would fall under that OIP interpretation of "official board business."

OIP Op. Ltr. No. 04-04 and No. 05-015 at fn2 discussed the prohibition of "polling" members as to their preliminary inclinations. Specifically, if board members "poll" members to gauge what the members their inclinations on an issue, or inquire members regarding the co-introduction of a resolution, then those members would be violating the Sunshine law. Discussions on what should be on the agenda might be considered polling to see the chair's and two vice-chairs' inclinations on whether certain issues should come before the board or be left off of the agenda.

Also, even if the BOR adheres to internal rules, such as Robert's Rules of Order, in conducting their meetings that would allow the Chair, and/or Vice Chairs, to set and establish the meeting agenda, those internal rules would arguably violate the law, e.g. section 92-2.5, HRS.

Let me know if you have further questions,
Casey

§92-2.5 Permitted interactions of members. (a) Two members of a board may discuss between themselves matters relating to official board business to enable them to perform their duties faithfully, as long as no commitment to vote is made or sought and the two members do not constitute a quorum of their board.

(b) Two or more members of a board, but less than the number of members which would constitute a quorum for the board, may be assigned to:

(1) Investigate a matter relating to the official business of their board; provided that:

(A) The scope of the investigation and the scope of each member's authority are defined at a meeting of the board;

(B) All resulting findings and recommendations are presented to the board at a meeting of the board; and

(C) Deliberation and decisionmaking on the matter investigated, if any, occurs only at a duly noticed meeting of the board held subsequent to the meeting at which the findings and recommendations of the investigation were presented to the board; or

(2) Present, discuss, or negotiate any position which the board has adopted at a meeting of the board; provided that the assignment is made and the scope of each member's authority is defined at a meeting of the board prior to the presentation, discussion or negotiation.

(c) Discussions between two or more members of a board, but less than the number of members which would constitute a quorum for the board, concerning the selection of the board's officers may be conducted in private without limitation or subsequent reporting.

(d) Discussions between the governor and one or more members of a board may be conducted in private without limitation or subsequent reporting; provided that the discussion does not relate to a matter over which a board is exercising its adjudicatory function.

(e) Discussions between two or more members of a board and the head of a department to which the board is administratively assigned may be conducted in private without limitation; provided that the discussion is limited to matters specified in section 26-35.

(f) Communications, interactions, discussions, investigations, and presentations described in this section are not meetings for purposes of this part.

MWC References in BOR meeting minutes

Mountain West Conference

- Mar. 17, 2011 – Tab – MWC Greenwood sign
  - President Greenwood signed the formal contract for UH Manoa to enter the MWC
  - Hinshaw sent termination letter to WAC regarding its intent to leave at the end of the 2011-12 year
- Nov. 30, 2011 – Tab - MWC tv contract
  - No discussion about Greenwood and MWC.
  - Discussion was about the potential liabilities with the new conference affiliations regarding loss of tv revenues. Donovan responded that the intercollegiate landscape is currently unusual, with regard to conference realignment
- Reviewed BOR meeting notes as far back as 2010, and there are no MWC references concerning BOR authorizing the President to represent the MWC during the transition from WAC to MWC
- Only reference alluding to this authorization is in memo from Chair Karr to Greenwood dated Jan. 6, 2011 (Tab MWC Karr Memo) and letter from Greenwood to Hinshaw (Tab Hinshaw letter)

UNIVERSITY OF HAWAI'I

BOARD OF REGENTS

January 6, 2011

TO: M.R.C. Greenwood
President

FROM: Howard Karr
Chair

SUBJECT: **Mountain West Conference**

This memo confirms our discussions and reiterates my understanding and expectations as Chair of the Board of Regents regarding representation of the University of Hawai'i in the Mountain West Conference during this critical period of transition in the University's athletic conference affiliation. The President will serve as the University's representative on the Mountain West Conference Board of Directors and in senior-level interactions with the Mountain West Conference, particularly when other universities' Presidents are involved. In the event of irreconcilable scheduling conflict, the President may designate an appropriate executive to represent the University on the President's behalf, if permitted by the Mountain West Conference, in which event the President will retain oversight and consultation with the designated representative. Major decisions or commitments related to the University's participation in the Mountain West Conference are to be made by the President, in consultation with the Chair and Vice-Chair, or by the Board of Regents, in accordance with established Board policies and practices.

Bachman Hall • 2444 Dole Street • Honolulu, HI 96822 • Tel (808) 956-8213 • Fax (808) 956-5156

UNIVERSITY of HAWAI'I SYSTEM

M.R.C. Greenwood, Ph.D.
President

December 12, 2011

Virginia S. Hinshaw, Ph.D.
Chancellor, University of Hawai'i at Mānoa
2500 Campus Road
Hawaii Hall 202
Honolulu, HI 96822

Dear Chancellor Hinshaw:

This letter confirms our conversations regarding representation of the University of Hawai'i at Mānoa (UHM) in the Mountain West Conference and is intended for use in connection with UHM's NCAA reaccreditation.

As directed by the Board of Regents, I, as President, am representing UHM in the Mountain West Conference during the current transition period in which UHM is leaving the Western Athletic Conference and joining the Mountain West Conference (football only) and Big West Conference (most other sports). The UHM Chancellor will assume responsibility for representation of UHM in the Mountain West Conference after completion of the transition.

Many thanks to you and the UHM team for your fine work with the NCAA.

Very truly yours,

M.R.C. Greenwood, Ph.D.
President

c: Eric K. Martinson
Chair, Board of Regents

Keith Amemiya, Esq.
Executive Administrator & Secretary of the Board of Regents

2444 Dole Street, Bachman Hall
Honolulu, Hawai'i 96822
Telephone: (808) 956-8207
Fax: (808) 956-5286
Email: mrcgreenwood@hawaii.edu

MINUTES

BOARD OF REGENTS' MEETING

January 19, 2012

I. CALL TO ORDER

to attend the meeting because of illnesses.

II. APPROVAL OF MINUTES OF THE NOVEMBER 30, 2011 MEETING

Upon motion by Regent Gee and second by Regent Ota, the minutes of the November 30, 2011 meeting were unanimously approved.

III. PUBLIC COMMENT PERIOD

Secretary Amemiya announced that one letter was submitted by Tom Robinson, of the Graduate Student Organization, expressing concerns over the professional improvement leave terms for UH Mānoa Chancellor Virginia Hinshaw, as detailed in Personnel Actions.

Secretary Amemiya then announced that Dr. J.N. Musto, Ph.D., the Executive Director of the University of Hawai'i Professional Assembly (UHPA), would present testimony on the paid administrative leave upon termination of Chancellor Hinshaw.

Dr. Musto said that his testimony was not about Chancellor Hinshaw's abilities, service, or expertise. He believes that it is bad policy to grant a paid leave of absence at the end of an administrative appointment. In the State of Hawai'i, it is an indefensible public position to grant such leaves. He added that the Board of Regents should look at its policy regarding this issue, and that compensation to executive and managerial administrators should be sufficient to cover their needs.

IV. REPORT OF THE PRESIDENT

President M.R.C Greenwood opened her report with a discussion of the new UH Mānoa Head Football Coach, Norm Chow. Coach Chow's first public appearance and speaking engagement at the Downtown Athletic Club on January 11 was a success. President Greenwood thanked the members of the search advisory committee. They made an excellent choice and she looks forward to an exciting football season in 2012.

Summer Tuition Rates: In keeping with efforts to be wise stewards of the public's funds, be frugal with UH's own resources, and improve graduation rates by encouraging students to take classes over the summer, President Greenwood is pleased to announce that – pending the Regents' approval – Summer 2012 tuition rates will remain at the 2011 reduced rates. The reduced rate will apply to resident undergraduates at UH West O'ahu, UH Hilo, and the seven community colleges. UH Mānoa rates and all other rates will remain at the posted rates.

Kuali Financial System (KFS) Update: The implementation continues on schedule

IX. PERSONNEL ACTIONS

Regent Dahilig moved and Regent de la Peña seconded the approval of Attachment B-1.

Regent Williams said that in regard to the testimony submitted by student Tom Robinson, of the Graduate Student Organization, which expressed concerns over graduate assistantships, he would like to recommend that the Committee on Academic Affairs or EVP Johnsrud look into his concerns, specifically regarding the amount of graduate assistantships and the amount of money being utilized for them. Vice Chair Lee said that Regent Williams' request was noted and that he would pass it along to Chair Martinson.

With a motion on the floor, the Regents unanimously approved Attachment B-1. Note: Regents Hirota and Matayoshi were absent for the vote.

X. ANNOUNCEMENTS

Vice Chair Lee announced that the next Board of Regents Meeting would be on February 23, 2012, at Windward Community College.

XI. ADJOURNMENT

There being no further business, on the motion of Regent Rasmussen and second by Regent Mizuno, and with unanimous approval, the meeting was adjourned at 4:05 p.m.

Respectfully Submitted,

Keith Y. Amemiya, Esq.
Executive Administrator and
Secretary of the Board of Regents

B-1 Personnel Actions.

UNIVERSITY OF HAWAI'I AT MĀNOA

Executive

HINSHAW, VIRGINIA S.
Chancellor
Professional Improvement Leave
$28,740 per month
July 1, 2012 – April 30, 2013
Chancellor Emerita July 1, 2013

7. Kaleikoa Kaeo, of UH Maui College, said that the AA will reach into an entire community, and that a Hawaiian Studies degree will service Native Hawaiian students, Kama'aina students, and international students as well.
8. Kiope Raymond, the Humanities Department Chairperson at UH Maui College, said that he sees tremendous potential for the connections that will be made. He thanked the Regents for their support.
9. Kahele Dukelow, of UH Maui College, said that this is a historic moment not only for Native Hawaiians and those involved in Hawaiian Studies, but for everyone in Hawai'i. It was a great experience to be a part of the System initiative. It is a great opportunity for the System to continue to evolve and promote diversity.
10. Kawelau Wright, of UH Maui College, said that there is already interest from the students regarding the degree. The opportunity will not only allow students to move into a four-year program, but it will instill a sense of pride in future generations.
11. Kalawaia Moore, the Hawaiian Studies Coordinator at Windward Community College, thanked the Board of Regents and those involved with the process.
12. Noe Noe Wong-Wilson, the coordinator of Halalaulani Center for Student Transfer Success at Hawai'i Community College, which aims to increase the number of students, particularly Native Hawaiians, who successfully transfer from Hawai'i CC into a four-year baccalaureate program. The proposed degree will help students streamline their educational paths.

Secretary Amemiya said that one person signed up to present verbal testimony in support of Windward Community College's proposed Provisional Certificate of Achievement in Agripharmatech:

1. Inge White, a Professor of botany and microbiology at Windward Community College, presented testimony on behalf of Mark McGuffie, the Managing Director of Enterprise Honolulu and O'ahu Economic Development Board. The certificate will strengthen the curriculum offered in the fields of biotechnology.

Secretary Amemiya announced that two people signed up to give verbal testimony regarding the agenda item on the UH Mānoa Chancellor:

1. James Kardash, the Associate Executive Director of UHPA, requested reconsideration of the decision to hire a new UH Mānoa Chancellor. Citing Dr. J.N. Musto's written testimony, Kardash noted that UHPA concerns include duplication of services and positions without showing noticeable gain to the Mānoa Campus; Human Resource management and contract implementation practices that have failed to realize their potential; and competition between the UH System Administration and the Chancellor's office. As an alternative, UHPA supports the appointment of the current Vice President for Academic Affairs/Provost to assume the role of operational officer for the Mānoa Campus.
2. Tom Robinson, President of the Graduate Student Organization, cited concern for the amount of the professional development leave for outgoing UH Mānoa Chancellor, Virginia Hinshaw, in light of recent tuition increases. He hopes that the situation would not be repeated for the incoming Chancellor.

UNIVERSITY of HAWAI'I SYSTEM

M.R.C. Greenwood, Ph.D.
President

May 9, 2012

MEMORANDUM

TO: Eric K. Martinson
Chairperson, Board of Regents

FROM: M.R.C. Greenwood
President

SUBJECT: **APPOINTMENT OF DR. THOMAS M. APPLE AS CHANCELLOR, UNIVERSITY OF HAWAI'I AT MĀNOA**

SPECIFIC ACTION REQUESTED:

It is requested that the Board of Regents approve the appointment of Dr. Thomas M. Apple as Chancellor, University of Hawai'i at Mānoa at an annual salary of $439,008 ($36,584 per month). The appointment is for a period of five years (June 18, 2012 through June 30, 2017), subject each year to successful annual performance evaluations at the level of satisfactory or above. Subsequent reappointments shall be in accordance with Board of Regents policies and University procedures. Further, subject to the successful completion of a review, Dr. Apple shall receive tenure upon initial appointment as a full professor in an appropriate department with an eleven month faculty fallback salary not less than other senior college or school faculty.

RECOMMENDED EFFECTIVE DATE:

Appointment to be effective June 18, 2012 and continuing through June 30, 2017, subject to satisfactory annual performance evaluations each year.

ADDITIONAL COST

Any additional cost shall be funded through the reallocation of existing budgeted funds.

2444 Dole Street, Bachman Hall
Honolulu, Hawai'i 96822
Telephone: (808) 956-8207
Fax: (808) 956-5286
Email: mrcgreenwood@hawaii.edu

PURPOSE:

The appointment of Dr. Tom Apple as chancellor will provide permanent leadership and direction for the University of Hawai'i at Mānoa.

BACKGROUND:

By Board of Regents' Policies, Chapter 9-14, all appointments, reappointments, changes in appointments, reassignments, and salary adjustments for unclassified executive personnel and positions require the approval of the Board of Regents.

Last September, I charged the University of Hawai'i at Mānoa community to conduct a national search for an outstanding academic leader to serve as its next Chancellor and appointed a distinguished faculty member, Klaus Keil, to chair the Search Advisory Committee. Emeritus Regent and business leader Mark Fukunaga agreed to serve as co-chair. The Search Advisory Committee was comprised of 23 members, including members of the Mānoa faculty, student body, staff, and administration, community leaders, and alumni. The Committee was assisted by the executive search firm Isaacson, Miller, whose team was led by David Bellshaw.

The Search Advisory Committee conducted personal interviews of each candidate, reviewed each candidate's curriculum vitae, and provided an assessment of each candidates strengths and weaknesses to the President. Additionally, feedback was solicited and received regarding each candidate from members of the campus community who met with candidates and/or attended candidate public presentation forums. In consideration of the feedback received from the Search Advisory Committee and other members of the University community and my assessment based on personal meetings with each candidate, I am pleased to recommend Tom Apple, Provost, University of Delaware as Mānoa's next Chancellor.

Dr. Apple earned his bachelor's degree in biology from Pennsylvania State University in 1976, and he received his doctorate in physical chemistry from the University of Delaware in 1982. He was a postdoctoral research fellow at Iowa State University from 1981-83. His wife, Anne, is a veterinarian.

He joined the chemistry faculty at the University of Nebraska as an assistant professor in 1983 and was named a tenured associate professor there in 1988. He moved to Rensselaer Polytechnic Institute (RPI) in 1991 and rose to the rank of full professor. He chaired the Department of Chemistry from 1997-2001. In 2001 Dr. Apple was named Dean of Graduate Education and the following year was additionally named as Vice Provost. He also served as the NCAA faculty representative at RPI. He was named the Dean of Arts and Sciences at the University of Delaware in 2005 and Provost at UD in 2009.

Dr. Apple's research in magnetic resonance of zeolite and polymeric materials has been funded by various grants from the National Science Foundation, the National Institutes of Health and other private sources. He is the author of many refereed articles in professional journals and has presented numerous lectures at professional meetings across the globe. He has served as a reviewer and panelist for the National

Science Foundation and the Department of Energy and the Middle States Commission on Higher Education.

His honors include the Louis Redding Award for Diversity, the RPI's Trustees Outstanding Teacher Award in 1996 and the University of Nebraska Parents Association Teaching Award in 1990 and 1991. He was recently recognized by the State Department for his work in relations with Chinese universities.

Copies of Dr. Apple's thoughtful letter of application and his CV are attached to this memo and provide additional detail regarding his background, philosophy, and commitment.

Under the University's executive compensation plan, the Chancellor, University of Hawai'i at Mānoa position is assigned to the unclassified executive group, and therefore does not have an established salary range. In the absence of an established range, it is recommended that the CUPA-HR salary survey and the salaries of the other vice presidents serve as guides in determining appropriate compensation for this position. According to the 2010-2011 CUPA-HR (public and private) salary survey, the range of salaries reported for comparable positions are as follows: 20th percentile $337,632; 40th percentile $383,800; median $425,700; 60th percentile $468,000; 80th percentile $580,000. In consideration of the above CUPA-HR benchmark salaries, it is recommended that Dr. Apple receive annual compensation of $439,008, which $36,584 per month.

A reallocation allowance of up to $30,000 shall be provided for moving and/or replacement expenses. In addition, Dr. Apple shall be entitled to an automobile allowance of $276 per month or use of a state-owned vehicle, and other employee benefits as provided by State law and University policy. Dr. Apple's spouse shall receive a non-compensated appointment as a special assistant to the Chancellor and shall be entitled to expense reimbursement when representing the University on official business.

The requested term of this appointment of five (5) years from June 18, 2012 through June 30, 2017 represents an exception to Board policies, which permit initial appointments of up to three (3) years for academic leaders. The duration of this appointment reflects my assessment that the UH Mānoa campus needs to be assured of sustained, continuous leadership in order to continue to achieve its academic goals.

As provided by policy, subject to the successful completion of a review and Board approval, Dr. Apple shall be appointed as a full professor in an appropriate department.

A copy of Dr. Apple's curriculum vitae is attached for the Board's information and has been made publicly available at http://www.manoa.hawaii.edu/executivesearch/chancellor/.

ACTION RECOMMENDED:

It is recommended that the Board of Regents approve the appointment of Dr. Thomas M. Apple as Chancellor, University of Hawai'i at Mānoa at an annual salary of

439,008 ($36,584 per month). The appointment is for a period of five years (June 18, 2012 through June 30, 2017), subject each year to successful annual performance evaluations at the level of satisfactory or above. Subsequent reappointments shall be in accordance with Board of Regents policies and University procedures. Further, subject to the successful completion of a review, Dr. Apple shall receive tenure upon initial appointment as a full professor in an appropriate department with an eleven month faculty fallback salary not less than other senior college or school eleven month faculty.

Attachments

c: Keith Amemiya, Executive Administrator and Secretary of the BOR

<< Back

UH chancellor's perks: car and moving allowances plus tenured faculty job

Posted: Jun 05, 2012 3:59 PM
Updated: Jun 06, 2012 9:41 AM

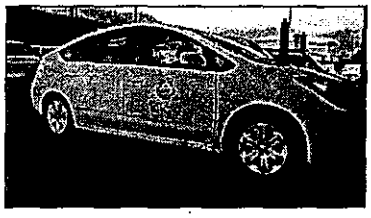
By Keoki Kerr - bio | email

HONOLULU (HawaiiNewsNow) - Incoming University of Hawaii Manoa Chancellor Tom Apple, who's already being paid more than the UH president, will also receive car and relocation allowances, according to Apple's employment agreement.


Tom Apple

Apple's agreement also shows he'll be granted tenure as a UH professor, allowing him to remain at the university as a high-paid professor once he leaves the chancellor's job, something the head of the UH faculty union opposes.

When Apple begins his job later this month as chancellor of UH's flagship campus, he'll be paid $439,008 a year. That's more than UH President M.R.C. Greenwood, whose current annual salary is $427,512, because of a voluntary ten-percent reduction she has taken, while other UH administrators have taken five-percent cuts because of budget cuts.



Greenwood said Apple's current pay as University of Delaware provost was already in the mid $400,000s and if stayed in his current position in Delaware, he would have been paid more than his UH Manoa salary.

"So when we made an effort to attract him here, frankly, he's making what amounts to a lateral move. So the salary issues were not the major concern in the conversations and I do think he's worth every penny we're paying him," Greenwood told reporters when the UH Regents approved Apple's hiring on May 17.

Apple's employment agreement allows him to use a state-owned vehicle or drive his own car and be paid an auto allowance of $276 a month, or $3,312 a year.

Apple can also use a relocation allowance of up to $30,000 for moving or replacement expenses.

Just like his predecessor, Virginia Hinshaw, Apple will be guaranteed a high-paying tenured faculty position at UH when he leaves the chancellor's post.

Apple, who was a chemistry professor before going into administration, "shall receive tenure upon initial appointment as a full professor in an appropriate department with an eleven month faculty fallback salary not less than other senior college or school faculty," according to his appointment agreement approved by the UH Regents last month.

JN Musto, head of the 3,600-member faculty union, disagrees with that part of the agreement.

"I do not believe, whether or not appears to be the -- quote -- industry practice, that administrators should automatically have a right back into the faculty bargaining unit," said Musto, who is executive director of the University of Hawaii Professional Assembly.

Musto said high-paid UH administrators should not be guaranteed a professor's job once they step down.

For example, Hinshaw will be paid $287,400 for a 10-month sabbatical once she leaves the UH chancellor's post at the end of this month. She will then become a professor at the UH medical school, earning $292,188 a year, under a deal approved by the UH Regents in January.

"It undermines the process of selection of faculty on the basis of their work, which is fundamentally different from administrative work," Musto said.

Musto said such a high-paid professor salary would amount to at least $125,000 a year, but could be tens of thousands of dollars higher, as Hinshaw is receiving.

In response to Musto's criticisms, a UH spokeswoman released a written statement that said, "This issue has been raised repeatedly before former Boards of Regents at almost every executive appointment over the past decade and it is an opinion that we do not share, nor is it widely held in universities nationwide."

"Most academic administrators, particularly those at research universities, are highly qualified faculty with tenure in their respective disciplines at their institutions and having existing tenure is often a requirement for the position," said Greenwood in a written statement Tuesday.

"We would not want to hire an academic leader to administer our flagship campus who would not be eligible for tenure in his or her field. UH Manoa deserves the most highly talented and qualified leadership possible and we feel we've provided it in incoming Chancellor Apple," Greenwood said.

Apple, who is making about $100,000 more than Hinshaw for the chancellor's job, will not be paid a housing allowance. Hinshaw received a $24,000 a year housing allowance, in addition to her $344,880-a-year salary.

Apple's salary will not be subject to the five percent cut that other UH administrators have voluntarily endured over the last several years.

"UH expects to work very hard over the next two years to restore all employees' salaries back to the 2009 levels prior to mandatory state spending restrictions. Given that prospect, we did not want an incoming executive to be put in the position of receiving a salary 'increase' that was not earned, so the decision was made to offer the current salary with no reduction attached," a UH spokeswoman said in a statement.

Related Stories:

Pres. Even Dobelle's Golden Parachute

UH President Evan Dobelle's contract calls for him to receive 30 days notice if he is terminated without cause. He will be paid his salary for the remaining years of the seven-year agreement plus an incentive payment of $150,000 a year with interest of 5 percent annually for each year he has worked.

The contract

Salary: $442,000 a year for seven years.

Incentive fund: $150,000 annually plus 5 percent interest.

Buyout: Would have included paying an annual salary for the remaining four years of his contract, plus three years of accrued incentive payments. The total would have been more than $2 million.

The side letter signed by both Dobelle and then-regents' chairwoman Lily Yao stipulated that he would also receive:

- Sabbatical leave in his sixth year at his president's salary.
- Tenure as a full professor following his presidential appointment. It states that "after completion of your term as president you may return to teaching at the highest prevailing rate as a professor in your field."
- Protocol money provided by the UH Foundation of $150,000 a year.
- Dues paid for three country clubs as well as two clubs he belonged to at his hire.
- An additional $10,000 from **First Hawaiian Foundation** in annual travel money or to be used at his discretion.

Remaining salary

4 years at $442,000 a year = $1,768,000

Incentive payments $150,000 + $7,500 interest, 2001-2002
$150,000 + $15,375 interest on $307,500, 2002-2003
$150,000 + $23,644 interest on $472,875, 2003-2004

Total incentive: $496,519

Total severance: $2,264,519

FEES BILLED

McCorriston Miller Mukai MacKinnon LLP *(legal services) $291,080.83

Marr Hipp Jones & Wang* (legal services) $185,105.81

QSR-Pacific, Inc. (public relations) $89,742.81

The Law Offices of Jerry M. Hiatt (legal services) $46,348.49

Candon Consulting Group LLC (forensic auditing) $38,194.17

Investigative Services Worldwide (private investigation) $685.00

SUBTOTAL $651,157.11

Dobelle's attorney fees, paid as part of 7/29 settlement $290,000.00

TOTAL $941,157.11

The settlement

Regents reverse Dobelle's termination "for cause" and there is no finding of wrongdoing on his part.

Dobelle resigns effective Aug. 14 and becomes a nontenured researcher in the Department of Urban and Regional Planning.

Dobelle gets about $1.8 million in compensation: $1.05 million in cash, $290,000 in attorney's fees and a salary of $125,000 this year and next.

Dobelle gets a $2 million whole life insurance policy, with the family required to pay the university $400,000 upon Dobelle's death.

Dobelle would not receive his severance payment if he is terminated for cause. Cause is defined in his contract as: Conviction for a felony offense; A determination by doctors that the president is mentally unstable or otherwise unable to perform the duties of his office; Conduct of the president that (a) constitutes moral turpitude, (b) brings public disrespect and contempt or ridicule upon the university, and (c) proven in a court of law, would constitute grounds for criminal conviction of the president or civil liability of the university.

Timeline of Evan Dobelle's tenure as UH president:

JUNE 29, 2001: Kenneth Mortimer leaves after eight years as president of the University of Hawaii and chancellor of UH-Manoa.

JULY 2001: Evan Dobelle takes over as the 12th president of the University of Hawai`i. At a salary of $442,000 plus benefits, he becomes the most richly

seven-year contract calls for him to be paid his full salary and a bonus if he is fired without cause.

NOVEMBER 2001: Dobelle hires two former associates to be chief financial officer and vice president for external affairs. Their annual salaries are set at $227,000 and $184,000, respectively

AUG. 26, 2002: Board of Regents Chairman Bert Kobayashi praises Dobelle and cites his many accomplishments after the board finishes its first-year evaluation of his performance.

NOV. 2002: Dobelle, acting as an individual, appears in television commercials to endorse Democratic Lt. Gov. Mazie Hirono for governor.

NOV. 9, 2002: UH regent Mike Hartley resigns in large part because of Dobelle's endorsement of Hirono.

JAN. 10, 2003: Big Island businessman Allan Ikawa resigns from the Board of Regents.

MARCH 21, 2003: The state auditor criticizes what she says is the UH's mismanagement of its special funds accounts.

APRIL 24, 2003: The state Senate confirms Gov. Linda Lingle's nominations of Kitty Lagareta, Trent Kakuda, Alvin Tanaka and Byron Bender to the Board of Regents. Two other nominees, Shelton Jim On and Edward Sultan, are rejected.

MAY 8, 2003: Lingle names Ted Hong and Jane Tatibouet as interim regents.

JULY 6, 2003: "Dangerous Equations," an essay by state lawmakers and UH faculty critical of Dobelle's spending practices and leadership at UH, is published in the Star-Bulletin. The following week, the Star-Bulletin publishes an essay written by Dobelle called "Embracing Hope" that sets out his accomplishments.

APRIL 2: A critical evaluation by regents of Dobelle's performance and a set of goals and expectations for the UH president is released.

JUNE 2: Regents consider Dobelle's third-year evaluation and an audit of the spending from his protocol fund.

JUNE 15: Regents unanimously fire Dobelle.

(Compiled by SCA staff from news report)

Aloha Senate Investigative Committee, September 21, 2012

Thank you so much for this investigation. In my opinion, the UH officials have been living the high life off of our students tuition money, AND, they are insensitive to the effort it takes for many of our students to get to college. They are out of control.

Our students work one or more jobs to live and to pay tuition. They have exhaustive schedules in order to handle work, family, and school. This is the real reason that the completion rates are so dismal. Students whose parents pay for tuition are NOT the norm. The sacrifice that a student makes to get into the classroom each day is commendable.

Administrators are so out of touch with what it takes to make a living in Hawaii that they are insensitive. Administrators are so overpaid, and many of them don't even make their own cup of coffee – they have people to do this. When the legislature gave the university autonomy, administrators' salaries skyrocketed with most making way more than the Governor or Mayor. This is sinful. While the administrative salaries went up our janitors were furloughed, students' tuition was raised, and fees such as the athletic fee were used to hide the true cost of going to UH.

As a faculty in this system for 24 years, and a faculty senate chair for 4 years, I was not surprised to hear about the concert fiasco, the cover up, nor the payoff for the athletic director. The running total is about $200,000 lost, an additional position paying $210,000, and lawyers fees another $100,000 plus.

a HALF-MILLION dollars of our students money !

And the administrators thought they could use the new football couch's popularity to make this go away so they could go about their usual living large style.

The secret life of high-level administrators should be exposed. Why do they make so much money ?

>Do they have college degrees or experience that qualify them for the job ? Mostly, No.

>This is NOT a CEO model, they do not run a business. A CEO gets paid when they make money for the stockholders and the company is profitable. The UH is subsidized by taxpayers, it does not make a profit, and who do the administrators answer to ?

>The original argument was that they did not have tenure. This is no longer true. Administrators are given instant tenure in the department of their choice. If they get fired, they get the highest pay of anyone in the department they are tenured in. Thus, Chancellor Apple, who was originally a chemist, did not take tenure in the Chemistry Department, but in the School of Medicine where the salaries are much higher. Virginia Hinshaw was given a sabbatical before going to her faculty job, a sabbatical that is one month longer than normal so that she would not have to do any teaching for an additional semester.

While faculty is scrutinized in every way to make sure that we don't illegally expend a few dollars, administrators are not.

The true danger of these high salaries in my opinion is that they create a culture of 'do what is best for your career' instead of 'do what is right for the students'. Then, maybe you will be rewarded with one of these salaries. Be a team player and don't make waves. Follow the party line, that is, always make your superior and the administration look good and it will

be good for you. They will take care of you, as in the case of Jim Donovan, a former UH football player. AND THE STUDENTS WILL PAY FOR YOU !

Mahalo for listening

Aloha, Harry

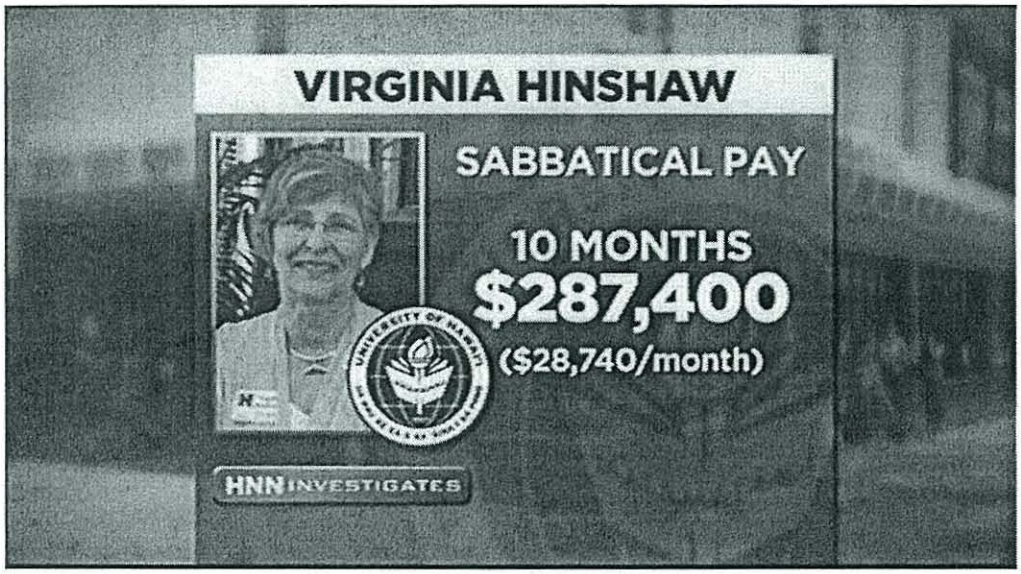
Harry Davis, Professor in Chemistry at Kapiolani Community College

<< Back

UH's Hinshaw getting $287K sabbatical, high-paid professorship

Posted: May 14, 2012 2:29 PM
Updated: May 15, 2012 3:40 AM

By Keoki Kerr - bio | email




UH's Hinshaw getting $287K sabbatical, high-paid professorship
05:50


Extended Interview: UH President M.R.C. Greenwood
05:19

« PREVIOUS 1 NEXT »

HONOLULU (HawaiiNewsNow) - University of Hawaii at Manoa Chancellor Virginia Hinshaw will be paid nearly $300,000 for a ten - month sabbatical after she steps down from her position this summer and she will land another high paying UH job next year.


Virginia Hinshaw

While UH President M.R.C. Greenwood defended the move, it was criticized by UH students, the faculty union and others.

Sources told Hawaii News Now Hinshaw's sabbatical proposal generated a lot of debate behind closed doors during the executive session of a UH Board of Regents meeting Jan. 19.

The Regents who opposed the move either left the meeting before the vote or voted "yes" so they would not embarrass Hinshaw, sources said.

(Have a story you'd like us to investigate? Click HERE)

Hinshaw has been chancellor of UH's Manoa campus for the last five years, overseeing more than 5,000 employees and about 20,000 students.

She is stepping down from her $344,880-a-year- job at the end of June. Starting July 1, the UH will pay her $287,400 for a 10-month sabbatical. That comes out to $28,740 a month, the same salary she earned while she was chancellor.

(Click HERE to read the memo from Greenwood to the Regents asking them to approve Hinshaw's sabbatical)

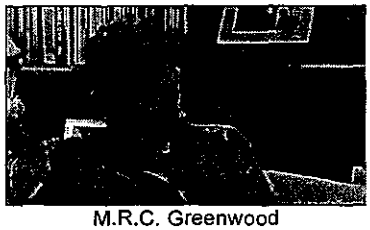
Through a spokesman, Hinshaw declined to comment for this story. UH Board of Regents Chair Eric Martinson, who is the executive vice president of The Queen's Health Systems, also declined an interview.

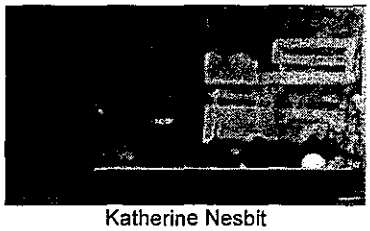
Greenwood said a paid leave like this simply follows UH policy -- and industry standards -- for departing administrators.

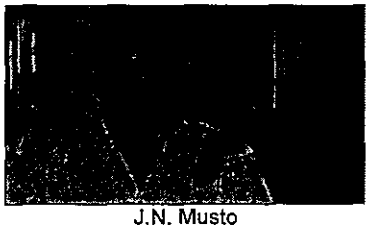
"Most deans, most chancellors, most presidents who have served and have done their job and have improved the campus would be offered the opportunity for some period of professional leave," Greenwood said.

(To watch an extended excerpt of Keoki Kerr's interview with UH President M.R.C. Greenwood, click here)

UH Board of Regents policy reads: "Executives serve 'at will' of the appointing authority and have no job tenure as do civil service employees. They are therefore provided the option of compensated professional improvement leave at the end of their tenure. Most avail themselves of this provision."


M.R.C. Greenwood


Katherine Nesbit


J.N. Musto


State Rep. Mark Takai

"This provision allows for the granting of leave with full executive pay for up to one year," according to the policy. "It also requires, as a condition of this one-year leave, that the employee return to university service as faculty or other function, at the regular salary for that position. This is to insure that the executive does not take the year's salary and leave the university with no ensuing value."

UH Manoa students had similar reactions to Hinshaw's sabbatical pay.

"Oh my God, it's so much money!" exclaimed Katherine Nesbit, a UH sophomore marine biology major from Chicago. "I know she does a lot but, come on! Ugh. It baffles me."

"It seems to me that a lot of people are making all these sacrifices while the people at the top are not necessarily bearing their share of the burden," said UH senior Will Shontell of Kohala, a senior majoring in geography.

"Wow! That seems a little excessive. Why are they doing this," asked Ryan Daughterty, a mechanical engineering major and UH senior from Kona.

In a deal approved by the UH Board of Regents at their Jan. 19 meeting at Kauai Community College, once Hinshaw completes her sabbatical next year, she'll go to work at UH's John A. Burns School of Medicine.

The medical school will pay Hinshaw $292,188 a year to fill a tenured faculty position she was awarded by a previous Board of Regents when she was hired for the chancellor's job in 2007.

(To read Hinshaw's original appointment memo from then-UH President David McClain to then-Regents Chair Kitty Lagareta in 2007, CLICK HERE.)

In a memo to the Board of Regents asking for approval of Hinshaw's sabbatical and the medical school job, Greenwood wrote, " ...in consideration of her outstanding academic and research record

and in the context of compensation paid other School of Medicine faculty members, Dr. Hinshaw will assume the duties of her 11-month tenured faculty position at an annual salary of $292,188."

Hinshaw is an expert in viruses, primarily the flu, and she has conducted research for more than 25 years at other hospitals and universities before arriving in Hawaii five years ago.

J.N. Musto, who heads the 3,600-member UH faculty union, opposed Hinshaw's sabbatical and was the only person to speak against it publicly at the Regents' meeting in January.

"I do not believe that you end an administrative career by then getting a paid leave of absence of any type. I just don't think it's necessary. I don't think it's called for," Musto said.

Musto said the UH cannot justify Hinshaw's high pay during her sabbatical.

"Where's the value added to the institution or the state or the public resource? These are substantial amounts of money," Musto said.

Hinshaw is being granted a sabbatical after five years of work at UH, when faculty can't qualify for sabbaticals until after seven years of service. The professors' union contract allows them to receive half their pay for a year-long sabbatical, while Hinshaw is continuing to be paid at her full chancellor's salary.

Asked about the high level of pay for Hinshaw's sabbatical, Greenwood said, "I don't think people should be steamed. It is a policy that she would be paid this amount of money for this period of time. And so I don't think the amount of money should be a shock to anyone."

Musto said, "I am not saying these things in a reflection of Virginia Hinshaw."

"And I don't want this to seem as some sort of personal attack against her. It is not. This is a principle that i would apply to anyone holding a similar situation," Musto added.

Tom Robinson of UH's Graduate Student Organization submitted a letter to the Regents expressing concern about Hinshaw's sabbatical, according to minutes of the Jan. 19 meeting.

The UH said Hinshaw will fulfill several tasks during her nearly year-long sabbatical, including:

- Developing a plan for a mini-medical school to promote healthy aging.
- Creating mentoring programs for medical school faculty.
- Lecturing on viruses.
- Advising the medical school on biomedical research grants.
- Enhancing communication and development efforts at the medical school.

"She's going to be developing some very innovative programs and this will give her an opportunity to do that work," Greenwood said.

But State Rep. Mark Takai (D-Newtown, Waiau, Pearl City, Waimalu), who has questioned the need for a separate UH Manoa chancellor's office, is critical of Hinshaw's sabbatical.

"I think the question isn't whether she's going to do it and get paid. It's why was it done in the first place," said Takai, a member of the State House Higher Education Committee who has two degrees from UH and served as UH Manoa's student body president as well as editor of its student newspaper.

"It just doesn't make sense from my perspective and I think a lot of other people, to provide a sabbatical in addition to a job that's going to be waiting for her that pays more than $200,000," Takai added.

To put Hinshaw's sabbatical pay in perspective, if the UH chose to use the $287,400 elsewhere next school year, the university could add 63 courses taught by part-time lecturers, something students said would be a better use of the funds.

"I know a lot of my friends, they can't graduate on time, because the classes are just, they get filled very quickly and they're not offered every semester anymore, so it would definitely help out to put some funds into that," said Will Shontell, a UH Manoa senior.

Greenwood called those "false comparisons."

"When we have to make the choices of making the courses available, we've been doing a pretty good job of that, I think," Greenwood said. "And to say 'Well, I have a better idea of how to spend the money of the university than the chancellor, the president or the Board of Regents does.' I just don't think it's a particularly useful comparison."

Hinshaw's sabbatical pay will cost enough to absorb the tuition of 33 in-state students for a year.

"I feel like the money could get used other places, especially. Even for facilities on campus," said Francesca Koethe of Mililani, a UH Manoa sophomore majoring in zoology.

Students said that money could instead go to spruce up aging campus facilities.

The money could also pay for UH Manoa's main library to open weekends or 24 hours a day the week before exams, students said. Hamilton Library is now closed weekends and has reduced hours because of budget cuts.

In an interview Friday, Hawaii News Now reporter Keoki Kerr asked Greenwood this question: "Lots of people on this campus believe you wanted to replace Chancellor Hinshaw and so this is essentially paying her some money to step down. Is that true?"

"No," Greenwood said. "It's not true that I wanted to replace her."

"This is a highly qualified person who has been with us for five years. She has years and years of experience. She did many of the things that she was asked to do, not just well, but extremely well. And I don't people should resent that. And I don't think it's fair to say she doesn't deserve a transition here," Greenwood said.

Greenwood denied that UH purposely scheduled the Regents' Jan. 19 vote on Hinshaw's sabbatical right after the holidays when few people would be paying attention and when the board met on Kauai, away from the watchful eye of the media, faculty and other observers on the Manoa campus.

"Are you suggesting a conspiracy theory," Greenwood said to a reporter after he asked whether the timing and the location of the meeting were part of a deliberate attempt to make sure the sabbatical proposal flew 'under the radar.'

"No, there was no deliberate attempt (to hide the proposal)," Greenwood said. "It was just the normal course of business. That's when it came up. That's when it needed to be dealt with. And it was on that agenda."

The Board of Regents is scheduled to vote on Greenwood's recommendation to hire Hinshaw's successor Thursday. Greenwood is asking the Regents to approve the hiring of University of Delaware Provost Tom Apple to be the next UH Manoa chancellor. According to the UH Regents' agenda, Apple would be paid $439,008, nearly $100,000 more than Hinshaw's current salary.

The College and University Professional Association for Human Resources said the median salary for chancellors at universities with a size and budget similar to UH is about $418,000.

(Have a story you'd like us to investigate? Click HERE)

Testimony from Virginia Hinshaw re: contract extension

1. *Question: Once it was determined that your contract would not be renewed, were you still making all the decisions a Chancellor should for Manoa, or was some of it being made by System?*

   Response: Some decisions were being made by the UH System. I had discussions with President Greenwood about an increasing problem with contacts or decisions being made by UH System without informing UH Mānoa leadership, both at the central and school/college levels. When campus leaders aren't well informed, they really can't be as helpful in accomplishing goals and that lack of information can also create confusion and more work for individuals trying to do their jobs.

2. *Question: Did the President not extend your contract because you would only accept 1 year and not 5 years?*

   No. That was not an option discussed with me.

   There were many reasons for my decision. One aspect which was important in my decision-making was that UH was beginning a seven year comprehensive campaign and I believed that UH Mānoa would benefit from continuity in leadership for that campaign effort.

3. *Question: Who negotiated your severance agreement?*

   President Greenwood was the person who discussed this issue with me.

4. *Question: Did you ask for the Professional Development leave?*

   This issue was raised during a discussion with President Greenwood and I indicated that Professional Development leave would provide a needed opportunity for me to research, prepare and develop projects that would benefit the John A. Burns School of Medicine (JABSOM), my faculty home.

5. *Question: What would have happened if the Regents rejected your agreement?*

   If the Regents had rejected the agreement, then I would have had to decide whether to return immediately to my faculty position or not. I was looking forward to contributing as a faculty member, but the leave was important to ensure that I would be well prepared to contribute in that position.

   Since the BOR did approve the leave, I have established an office at JABSOM and have focused on developing the projects which JABSOM wanted me to pursue initially, including a faculty leadership program and a mini-med school for the public on healthy aging. That requires researching successful programs, consulting with leaders of those programs, tailoring the programs for Hawai'i and UH Mānoa, preparing written descriptions and seeking resources to fund the projects – all of which I am currently engaged in doing. In addition, I look forward to teaching and assisting with development and research efforts.

PART IV

CONDITIONS OF SERVICE

A. Pe rformance Evaluation.

Every appointee to an executive or managerial position shall be evaluated for performance and accomplishments annually during the March-June period according to criteria and procedures established by the President, which shall include performance categories as well as criteria upon which executive and managerial appointees are to be evaluated. Such evaluation shall include a review of the position description and classification assignment of the position to which the individual has been appointed.

The results of the evaluation shall be the basis for reappointment as appropriate and for consideration of salary adjustments and performance incentive awards. Performance incentive awards are to be paid as lump sum bonuses based on the evaluated performance for the immediately completed fiscal year, without increasing the base salary of the employee.

B. Ret urn Rights.

Personnel appointed to an executive or managerial position, with return rights to another University position, may be reassigned to such position. Upon return to the position, either during or after an appointment period, the individual's salary shall be that which the individual would have received at the time of return had he/she not accepted the executive or managerial appointment, adjusted as may be equitable under the circumstance.

C. Professional Development.

Executive and managerial personnel are expected to continue their professional development during their period of appointment so as to enhance their capabilities and value to the University. Accordingly, they may be provided opportunities for taking leaves of absence and for participating in appropriate activities and programs which will attain this objective.

D. Professional Improvement Leave.

1. Applications for professional improvement leave shall be submitted at least six (6) months before the start of the leave in accordance with instructions and criteria established by the University.

2. Executive and managerial personnel may be granted leave with pay for professional improvement consistent with development in their profession and needs of the University. Leave may be granted for periods up to twelve (12) months at full pay or twelve (12) months at half pay after six (6) years of full-time continuous service, including creditable service in other Board classifications with total months earned at the rate of one (1) month for each year, up to twelve (12)

Hinshaw Contract = 5 years
5 years = 5 months leave

Report on Non-General Fund Information
for Submittal to the 2012 Legislature

Department:	University of Hawaii	Contact Name:	Bob Nagao
Prog ID(s):	UOH 100-UH Manoa	Phone:	956-4597
Name of Fund:	UHM Intercollegiate Athletics Revolving Fund	Fund type (MOF):	Revolving (W)
Legal Authority:	Section 304A-2261, HRS	Appropriation Acct. No:	S-351-R-920

Intended Purpose:
The Athletics Department Revolving Fund was established in 1985 to account for the financial transactions of the UHM athletic programs. Financial supports cover all activities (administrative, support services, and sports) necessary and proper to operate and maintain an intercollegiate sports program at the NCAA Division 1 level with both male and female student participants. Unlike General Funds, the Revolving Fund is unique and flexible and therefore intangible factors considered during establishment were: (1) provides flexibility to address unanticipated expenditures which may require a considerable appropriation over the original ceiling in the late fourth quarter of the fiscal year; (2) permit expenditures that are common and necessary to athletic's operations that normally are not authorized by General Fund policies; and (3) allow the Athletic Department to provide over 500 student-athletes the opportunity and support to participate at the highest level of collegiate competition.

Note: Student fees started being assessed in FY11. Per the agreement, 92% of the fees collected are kept while the other 8% is transferred to Campus Center

Source of Revenues:
The Athletics Department Revolving Fund earns revenue through selling tickets to Intercollegiate Athletic events for football, men's and women's basketball and volleyball, and baseball. Revenue is also earned from television and radio broadcast rights relating to the intercollegiate athletic events. Corporate sponsorships are another source of revenue where sponsorships and tickets are sold to corporations and businesses. Opposing teams also pay guarantees to the Athletic Department for contests played at opposing team's site. The National Collegiate Athletic Association and the Western Athletic Conference which the Athletic Department participates in also pay out funds for the Department's participation. Revenue is also earned through concession sales at the Stan Sheriff Center and the Les Murakami Stadium.

Current Program Activities/Allowable Expenses:
The Athletic Department's Revolving Fund expenses include payment to employees for services, travel for student-athletes, coaches and staff to competitions and meetings, recruiting of prospective student-athletes, equipment, materials and supplies needed for operations, payments to officials, dues to the WAC (Western Athletic Conference), printing and binding, payment of guarantees to visiting teams, credit card fees for ticket sales and other operating expenses.

Purpose of Proposed Ceiling Increase (if applicable):
To cover the increase in operating costs of the Athletics Department.

Financial Data		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
		(actual)	(actual)	(actual)	(estimated)	(estimated)	(estimated)	(estimated)
Appropriation Ceiling		18,000,000	18,000,000	18,000,000	30,000,000	30,000,000	30,000,000	30,000,000
Beginning Cash Balance		(1,652,047)	(5,285,547)	(9,109,915)	(9,791,169)	(10,702,244)	(11,553,173)	(12,070,718)
Revenues		15,354,651	16,332,899	19,273,429	19,731,345	20,660,248	21,260,919	21,965,130
Expenditures		21,400,406	21,212,332	20,187,898	20,642,421	21,521,176	21,788,484	21,890,464
Transfers								
List each by JV# and date								
JG42265	4/22/09							
JG42177	5/8/09							
JG48694	4/21/10		582,745					
JG49023	5/6/10		472,320					
JG58187	5/25/11			233,216				
Net Total Transfers		1,412,744	1,055,065	233,216				
Ending Cash Balance		(5,285,547)	(9,109,915)	(9,791,169)	(10,702,244)	(11,553,173)	(12,070,718)	(11,996,052)
12th month Encumbrances		664,709	850,743	751,259				
Unencumbered Cash Balance		(5,950,256)	(9,960,658)	(10,542,428)	(10,702,244)	(11,553,173)	(12,070,718)	(11,996,052)

*Student fees collected in FY12 minus the 8% totalled $1,680,631

Additional Information:

Amount Rec. for Bond Conveyance								
Amount from Bond Proceeds								
Amount Held in CODs, Escrow Accounts, or Other Investments								

UH MANOA PR SUPPORT STAFF – 2012

- SECRETARY – 2 POSITIONS = Total $102,960
- INFO EVENTS AND PUBLICATIONS – 6 POSITIONS= Total $650,760
- MEDIA DESIGN & PRODUCTION – 4 POSITIONS = Total $430,992

TOTAL $1,184,712

Public Relations related contracts

PROJECT TITLE	CONTRACT NO	DEPARTMENT	CONTRACTOR	TOTAL
UH System				
Provide Advertising Agency Services on a Requirements Basis for the University of Hawaii (11/01/02-10/31/07)	C030054	VP External Affairs and University Relations	STARR SEIGLE COMMUNICATIONS, INC.	$393,056.42
Marketing firm services to develop a comprehensive one year communications plan to promote Hawaii P-20 Partnerships for Education Programs (09/15/08-08/14/09)	P446631	VP Academic Affairs	THREE, A MARKETING GROUP	$49,738.20
Marketing firm services to provide video production , collateral development, publicity and media buying support for the Hawaii Graduation Initiative project. (Completion by 03/22/12)	P561590	VP Academic Affairs	KAI MEDIA & MARKETING	$37,172.76
UH West Oahu				
Provide Branding and Marketing Services Including Creative, Production, and Website Design Services, for UH West Oahu (04/25/11 - 04/24/12).	C110087	UH West Oahu	WALL-TO-WALL STUDIOS INC	$149,632.40
Provide Advertising Agency Services on a Requirements Basis for UH West Oahu (12/01/06-11/30/08)	C070085	UH West Oahu	BENNET GROUP, THE	$120,000.00

Committee requested:
Copies of all contracts/agreements for public relations-related services between the University of Hawaii System and any third parties for the last ten years.

Extract Year	Name	Job Title	Eac Division Desc	Eac Branch Desc	Salary Mo./Range	University Total
2003	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	21
2003	CABRAL, KRISTEN K.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$3,056-7,752	
2003	COSTELLO, PAUL B.	VP EXTERNAL AFFRS & UR	UNIVERSITY RELATIONS	OFF VP U REL	17,564	
2003	IKOMA, KAREN N	SECRETARY IV	UNIVERSITY RELATIONS	OFF VP U REL	$2,600-4,004	
2003	KEKUEWA, KRISTINA Y	ACADEMIC SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$3,056-7,752	
2003	KINILAU, CHANDRA C T	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	
2003	LEE, JODI M	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	
2003	MANSHO, JAYE MEZURASI	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	
2003	MATSUNAGA, ERIC R.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	
2003	SCHACK, VERONICA J	PRIVATE SECRETARY II	UNIVERSITY RELATIONS	OFF VP U REL	$3,042-4,685	
2003	WESTER, KATHRYN S	UNIV & COMM RELATIONS PROG OF	UNIVERSITY RELATIONS	OFF VP U REL	2,504	
2003	WILSON, CAROLYN T.	ASSOC VP EXTERNAL AFFRS & UR	UNIVERSITY RELATIONS	OFF VP U REL	9,584	
2003	CHINN, ROBERT K C	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,504-6,359	
2003	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	UNIVERSITY RELATIONS	MEDIA R & PB	5,076	
2003	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	
2003	KANEMORI, MERLE S	SECRETARY II	UNIVERSITY RELATIONS	MEDIA R & PB	$2,221-3,420	
2003	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,504-6,359	
2003	ORILLO-DONOVAN, TRAC\	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	
2003	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	
2003	TAMARU, MICHAEL M	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	
2003	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$2,504-6,359	
2004	ABIANG, ARLENE C	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	20
2004	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	
2004	CABRAL, KRISTEN K.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$3,056-7,752	
2004	IKOMA, KAREN N	SECRETARY IV	UNIVERSITY RELATIONS	OFF VP U REL	$2,600-4,004	
2004	KEKUEWA, KRISTINA Y	ACADEMIC SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$3,056-7,752	
2004	KINILAU, CHANDRA C T	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	
2004	LEE, JODI M	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$3,056-7,752	
2004	MANSHO, JAYE MEZURASI	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$2,504-6,359	
2004	SCHACK, VERONICA J	PRIVATE SECRETARY II	UNIVERSITY RELATIONS	OFF VP U REL	$3,042-4,685	
2004	WILSON, CAROLYN T.	ASSOC VP EXTERNAL AFFRS & UR	UNIVERSITY RELATIONS	OFF VP U REL	9,584	
2004	CHINN, ROBERT K C	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,504-6,359	
2004	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	UNIVERSITY RELATIONS	MEDIA R & PB	5,750	
2004	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	
2004	KANEMORI, MERLE S	SECRETARY II	UNIVERSITY RELATIONS	MEDIA R & PB	$2,221-3,420	
2004	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,504-6,359	
2004	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,504-6,359	
2004	ORILLO-DONOVAN, TRAC\	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	
2004	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	
2004	TAMARU, MICHAEL M	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,056-7,752	

2004	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$2,504-6,359	
2005	ABIANG, ARLENE C	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,633-6,679	20
2005	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,633-6,679	
2005	CABRAL, KRISTEN K.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$3,211-8,143	
2005	IKOMA, KAREN N	SECRETARY IV	UNIVERSITY RELATIONS	OFF VP U REL	$2,730-4,204	
2005	KINILAU, CHANDRA C T	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,633-6,679	
2005	LEE, JODI M	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$3,211-8,143	
2005	MEZURASHI, JAYE SAYAK	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$2,633-6,679	
2005	NOGUCHI HASUIKE, MIA N	UNIV & COMM RELATIONS PROG OF	UNIVERSITY RELATIONS	OFF VP U REL	5,694	
2005	SCHACK, VERONICA J	PRIVATE SECRETARY II	UNIVERSITY RELATIONS	OFF VP U REL	$3,194-4,919	
2005	WILSON, CAROLYN T.	ASSOCIATE VICE PRESIDENT	UNIVERSITY RELATIONS	OFF VP U REL	11,022	
2005	CHINN, ROBERT K C	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,633-6,679	
2005	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	UNIVERSITY RELATIONS	MEDIA R & PB	5,866	
2005	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,211-8,143	
2005	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,633-6,679	
2005	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,633-6,679	
2005	ORILLO-DONOVAN, TRAC	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$3,211-8,143	
2005	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,211-8,143	
2005	TAMARU, MICHAEL M	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,211-8,143	
2005	VAZQUEZ, NORMA	SECRETARY II	UNIVERSITY RELATIONS	MEDIA R & PB	$2,332-3,591	
2005	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$2,633-6,679	
2006	ABIANG, ARLENE C	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,727-6,919	19
2006	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$2,727-6,919	
2006	BONILLA, KRISTEN K. C.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	OFF VP U REL	$3,325-8,434	
2006	IKOMA, KAREN N	SECRETARY IV	UNIVERSITY RELATIONS	OFF VP U REL	$2,826-4,351	
2006	KUTARA, DEBBIE E	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$3,325-8,434	
2006	LEE, JODI M	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$3,325-8,434	
2006	MEZURASHI, JAYE SAYAK	INSTITUTIONAL SUPPORT	UNIVERSITY RELATIONS	OFF VP U REL	$2,727-6,919	
2006	NOGUCHI HASUIKE, MIA N	UNIV & COMM RELATIONS PROG OF	UNIVERSITY RELATIONS	OFF VP U REL	6,232	
2006	WILSON, CAROLYN T.	ASSOCIATE VICE PRESIDENT	UNIVERSITY RELATIONS	OFF VP U REL	11,022	
2006	CHINN, ROBERT K C	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,727-6,919	
2006	DODO, SHERRIE L	GRAPHIC DESIGNER	UNIVERSITY RELATIONS	MEDIA R & PB	$3,325-8,434	
2006	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	UNIVERSITY RELATIONS	MEDIA R & PB		
2006	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,325-8,434	
2006	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,727-6,919	
2006	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$2,727-6,919	
2006	ORILLO-DONOVAN, TRAC	INFO, EVENTS & PUBLICATIONS	UNIVERSITY RELATIONS	MEDIA R & PB	$3,325-8,434	
2006	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$3,325-8,434	
2006	VAZQUEZ, NORMA	SECRETARY II	UNIVERSITY RELATIONS	MEDIA R & PB	$2,414-3,717	
2006	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	UNIVERSITY RELATIONS	MEDIA R & PB	$2,727-6,919	
2007	ABIANG, ARLENE C	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$2,824-7,164	19

2007	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$2,824-7,164	
2007	BAUM, COURTNEY LEIGH	PUBLIC INFORMATION OFFICER	Univ. Rel.	OFF VP U REL	$2,824-7,164	
2007	BONILLA, KRISTEN K. C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,443-8,732	
2007	IKOMA, KAREN N	SECRETARY IV	Univ. Rel.	OFF VP U REL	$2,925-4,503	
2007	LEE, JODI M	INSTITUTIONAL SUPPORT	Univ. Rel.	OFF VP U REL	$3,443-8,732	
2007	MEZURASHI, JAYE SAYAK	INSTITUTIONAL SUPPORT	Univ. Rel.	OFF VP U REL	$2,824-7,164	
2007	NOGUCHI HASUIKE, MIA N	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	OFF VP U REL	6,642	
2007	WILSON, CAROLYN T.	ASSOCIATE VICE PRESIDENT	Univ. Rel.	OFF VP U REL	11,242	
2007	DODO, SHERRIE L	GRAPHIC DESIGNER	Univ. Rel.	MEDIA R & PB	$3,443-8,732	
2007	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	MEDIA R & PB	6,330	
2007	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,443-8,732	
2007	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,824-7,164	
2007	O'HARA, MICHAEL C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,824-7,164	
2007	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,824-7,164	
2007	ORILLO-DONOVAN, TRACY	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,443-8,732	
2007	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,443-8,732	
2007	VAZQUEZ, NORMA	SECRETARY II	Univ. Rel.	MEDIA R & PB	$2,498-3,847	
2007	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$2,824-7,164	
2008	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$2,938-7,453	15
2008	BONILLA, KRISTEN K. C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,582-9,085	
2008	CHUN, JOYCE M	SECRETARY IV	Univ. Rel.	OFF VP U REL	$3,042-4,683	
2008	MEZURASHI, JAYE SAYAK	INSTITUTIONAL SUPPORT	Univ. Rel.	OFF VP U REL	$2,938-7,453	
2008	NOGUCHI HASUIKE, MIA N	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	OFF VP U REL	6,842	
2008	WILSON, CAROLYN T.	ASSOCIATE VICE PRESIDENT	Univ. Rel.	OFF VP U REL	11,918	
2008	DODO, SHERRIE L	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,582-9,085	
2008	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	MEDIA R & PB	6,520	
2008	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,582-9,085	
2008	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,938-7,453	
2008	O'HARA, MICHAEL C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,938-7,453	
2008	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,938-7,453	
2008	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,582-9,085	
2008	VAZQUEZ, NORMA	SECRETARY II	Univ. Rel.	MEDIA R & PB	$2,598-4,001	
2008	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$2,938-7,453	
2009	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,057-7,754	15
2009	BONILLA, KRISTEN K. C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,727-9,452	
2009	CHAR, KYMBER-LEE S.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,727-9,452	
2009	CHUN, JOYCE M	SECRETARY IV	Univ. Rel.	OFF VP U REL	$3,164-4,870	
2009	NOGUCHI HASUIKE, MIA N	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	OFF VP U REL	7,480	
2009	WILSON, CAROLYN T.	ASSOCIATE VICE PRESIDENT	Univ. Rel.	OFF VP U REL	12,418	
2009	BEALES, ROGER D	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,727-9,452	
2009	DODO, SHERRIE L	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,727-9,452	
2009	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	MEDIA R & PB	7,152	

2009	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,727-9,452	
2009	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,057-7,754	
2009	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,727-9,452	
2009	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,727-9,452	
2009	VAZQUEZ, NORMA	SECRETARY II	Univ. Rel.	MEDIA R & PB	$2,702-4,161	
2009	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,057-7,754	
2010	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$2,828-7,172	13
2010	BONILLA, KRISTEN K. C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,447-8,743	
2010	CHAR, KYMBER-LEE S.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,447-8,743	
2010	CHUN, JOYCE M	SECRETARY IV	Univ. Rel.	OFF VP U REL	$2,927-4,505	
2010	BEALES, ROGER D	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,447-8,743	
2010	DODO, SHERRIE L	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,447-8,743	
2010	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	MEDIA R & PB	6,652	
2010	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,447-8,743	
2010	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,828-7,172	
2010	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,447-8,743	
2010	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,447-8,743	
2010	VAZQUEZ, NORMA	SECRETARY II	Univ. Rel.	MEDIA R & PB	$2,499-3,849	
2010	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$2,828-7,172	
2011	ANGELL, LOWELL S	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$2,904-7,366	14
2011	BONILLA, KRISTEN K. C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,541-8,979	
2011	CHAR, KYMBER-LEE S.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,541-8,979	
2011	CHUN, JOYCE M	SECRETARY IV	Univ. Rel.	OFF VP U REL	$3,006-4,627	
2011	WATERS, LYNNE TURNER	ASSOCIATE VICE PRESIDENT	Univ. Rel.	OFF VP U REL	11,750	
2011	BEALES, ROGER D	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,541-8,979	
2011	DODO, SHERRIE L	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,541-8,979	
2011	ERNST, CHERYL S	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	MEDIA R & PB	6,652	
2011	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,541-8,979	
2011	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$2,904-7,366	
2011	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA R & PB	$3,541-8,979	
2011	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$3,541-8,979	
2011	VAZQUEZ, NORMA	SECRETARY II	Univ. Rel.	MEDIA R & PB	$2,567-3,953	
2011	YUU, SUSANNE N.	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA R & PB	$2,904-7,366	
2012	TRIFONOVITCH, KELLI K	INFO, EVENTS & PUBLICATIONS	Univ. Rel.		$3,541-8,979	13
2012	BONILLA, KRISTEN K. C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$3,541-8,979	
2012	CHUN, JOYCE M	SECRETARY IV	Univ. Rel.	OFF VP U REL	$3,006-4,627	
2012	LEONG, JOANNE C.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	OFF VP U REL	$4,317-10,948	
2012	WATERS, LYNNE TURNER	ASSOCIATE VICE PRESIDENT	Univ. Rel.	OFF VP U REL	11,876	
2012	DODO, SHERRIE L	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA PRODUCTION	$3,541-8,979	
2012	HAKODA, JOY S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA PRODUCTION	$3,541-8,979	
2012	MATSUSHIMA, TRACY R.	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA PRODUCTION	$2,904-7,366	

2012	MEISENZAHL, DANIEL T.	UNIV & COMM RELATIONS PROG OF	Univ. Rel.	MEDIA PRODUCTION	8,632
2012	ONGLEY, JEELA G	INFO, EVENTS & PUBLICATIONS	Univ. Rel.	MEDIA PRODUCTION	$3,541-8,979
2012	TABUSA, ROWEN S	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA PRODUCTION	$3,541-8,979
2012	VAZQUEZ, NORMA	SECRETARY II	Univ. Rel.	MEDIA PRODUCTION	$2,567-3,953
2012	WATSON, CLIFFORD D. II	MEDIA DESIGN & PRODUCTION	Univ. Rel.	MEDIA PRODUCTION	$3,541-8,979

RCUH P.O. #

AGREEMENT FOR SERVICES

This Agreement, effective the 1 day of May, 2012, is entered into between The Research Corporation of the University of Hawaii (hereinafter "RCUH"), a governmental agency of the State of Hawaii, whose address is 2800 Woodlawn Drive, Suite 200, Honolulu, Hawaii 96822, for the benefit of the Office of the Vice President for Research, University of Hawaii, (hereinafter "Project") and Hoakea Communications, (hereinafter "CONTRACTOR"), a corporation, under the laws of the State of Hawaii, whose business address and tax identification number are as follows: Seven Waterfront Plaza, 50 Ala Moana Boulevard #400, Honolulu, HI 96813, TIN 73-1680631

RECITALS

A. RCUH is in need of the services described in this Agreement and its attachments.

B. RCUH desires to retain and engage the CONTRACTOR to provide the services, and the CONTRACTOR is agreeable to providing said services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, RCUH and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by RCUH, provide all the services set forth in Attachment 1, which is hereby made a part of this Agreement.

2. Time of Performance. The services required of the CONTRACTOR under this Agreement shall be performed and completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.

3. Compensation. The CONTRACTOR shall be compensated for services rendered and costs incurred under this Agreement according to the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.

4. Standards of Conduct Declaration. The Standards of Conduct Declaration by CONTRACTOR, set forth in Attachment 4, is hereby made a part of this Agreement.
5. Other Terms and Conditions. The General Conditions and The Special Conditions if any, set forth in Attachments 5 and 6, are hereby made a part of this Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

IN WITNESS WHEREOF, RCUH and the CONTRACTOR have executed this Agreement effective as of the date first above written.

PROJECT AUTHORITY

By James Gaines

Date April 27, 2012

CONTRACTOR

By Barbara Tanabe

Its President
(Title)

Date 4-27-2012

RCUH

By

Date 6/18/12

SCOPE OF SERVICES
Attachment 1

Scope of Services

Provide strategic communications counsel to the University of Hawaii President for a wide range of University of Hawaii research projects and issues including, but not limited to, the Pacific Health Research Lab at Kalaeloa, the Thirty-Meter Telescope Project on Mauna Kea, the Advanced Technology Solar Telescope project on Haleakala, and any other research enterprises or projects that the university is involved with that may become the subject of publicity or community discussion, as agreed to by the President and Consultants as being suitable for inclusion within the scope of their services.

Strategic communications counsel will include monitoring local print, radio, television, and electronic media regarding significant University research projects, as determined by the President or her designee. Counsel will also monitor formal and informal discussions regarding these same projects within various business, government, and community circles and be prepared to make suggestions to the President or her designee for long-range management of said issues.

The consultant will identify and outline the most significant community concerns being expressed about the University's major research projects and issues, particularly those concerns that appear to be gaining attention within the community. The consultant will critique the University's proposed and ongoing communications regarding these research projects and issues and provide strategic advice to the President or her designees.

The Consultant will meet with the President at least monthly, or as many times as the President requests. Some of these meetings may be done by teleconference or the internet. Consultant will provide one written report at the end of each month summarizing the projects and issues monitored, the community concerns identified, and the perceived effectiveness of the University's communications.

TIME SCHEDULE
Attachment 2

Services performed under this AGREEMENT shall begin on May 1, 2012 and end no later than February 28, 2013.

COMPENSATION AND PAYMENT SCHEDULE
Attachment 3

The total amount of compensation for services performed under tjhis AGREEMENT whall not exceed $25,000.000, including all required taxes, reimbursable expenses, and other expenses incurred in order to accomplish the Scope of Work.

The CONTRACTOR shall invoice the PROJECT monthly for fees for all services rendered and costs incurred under this AGREEMENT.

Payment by the PROJECT is subject to a monthly submission, in duplicate, or a properly executed original invoice for the previous month's work and a monthly written summary as indicated in the Scope of Work. CONTRACTOR shall forward invoice and monthly summary to:

Keith Mattson
Office of the Vice President for Research
University of Hawaii
Suite 201, Manoa Innovation Center
2800 Woodlawn Drive
Honolulu, HI 96822

STANDARDS OF CONDUCT DECLARATION
Attachment 4

For the purposes of this declaration:

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employee under contract to the State or of the Constitutional Convention, but excluding legislators, delegates to the Constitutional Convention, justices and judges.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest be greater or less than fifty per cent.

On behalf of Hoakea Communications, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR ~~(is)~~ (is not) a legislator or an employee or a business in which a legislator or an employee has a "controlling interest".

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a RCUH employee, or in the case of the Legislature, by a legislator.

4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the RCUH within the preceding two years and who participated while in state office or employment on the matter with which the contract is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to the Agreement, for a fee or other consideration by an individual who, within the past twelve months, has been a RCUH employee.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, (a) within the past twelve months, served as a RCUH employee, and (b) participated while an employee on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the RCUH if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by RCUH.

Dated: 5/1/2012

CONTRACTOR

Barbara J Tanabe

By Barbara Tanabe

President
Its (Title)

GENERAL CONDITIONS
FOR SERVICES AGREEMENTS
Attachment 5

1. Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with RCUH, or RCUH designee, at all stages of the CONTRACTOR's work, and submit to RCUH or RCUH designee, for resolution, any questions which may arise as to the performance of this Agreement.

2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

a. In the performance of services required under this Agreement, the CONTRACTOR shall be an "independent contractor", with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RCUH shall have a general right to inspect work in progress to determine whether in RCUH's opinion, the services are being performed by the CONTRACTOR in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract to RCUH.

b. The CONTRACTOR and the CONTRACTOR's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.

c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

d. The CONTRACTOR shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. The CONTRACTOR is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the Department of Taxation, State of Hawaii.

e. The CONTRACTOR shall be responsible for securing any and all insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents which is or may be required by law. The CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.

b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

5. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved by RCUH.

6. Conflict of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, which would or might conflict in any manner or degree with the performance of the CONTRACTOR's services under this Agreement.

7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the CONTRACTOR and RCUH.

8. Suspensions and Termination of Agreement.

a. RCUH reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR. Upon receipt of said notice, the CONTRACTOR shall immediately comply with said notice and suspend all work under this Agreement at the time stated.

b. If, for any cause, the CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the CONTRACTOR's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, the RCUH shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination at least seven (7) calendar days before the effective date of such terminating. Furthermore, RCUH may terminate this Agreement without statement of cause at any time by giving written notice to the CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination.

c. Upon termination of the Agreement, the CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, the CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to the CONTRACTOR under this Agreement.

d. In the event of termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, all finished or unfinished material prepared by the CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to the CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For the purposes of this Agreement, "material" includes, but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by the CONTRACTOR in connection with this Agreement, or furnished to the CONTRACTOR by RCUH. The terms do not include records which are maintained by RCUH solely for the CONTRACTOR's own use and which have only an ancillary relationship to the services provided under this Agreement.

e. If this Agreement is terminated for cause, the CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by the CONTRACTOR of this Agreement. In such event, RCUH may retain any amounts which may be due and owing to the CONTRACTOR until such time as the exact amount of damages due to the RCUH from the CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.

9. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be from time to time, which in any way affect the CONTRACTOR's performance of this Agreement.

10. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and save harmless RCUH, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the malicious, reckless, or negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors occurring during or in connection with the performance of the CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

11. Disputes. No dispute arising under this Agreement may be sued upon by the CONTRACTOR until after the CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety days after RCUH's receipt of the CONTRACTOR's written request, whichever comes first. While RCUH considers the CONTRACTOR's written request, the CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the Project.

12. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.

b. All information, data, or other material provided by the CONTRACTOR to RCUH shall be kept confidential only to the extent permitted by law.

13. Ownership Rights and Copyright. RCUH shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire". All such material shall be delivered to the RCUH upon expiration or termination of this Agreement. RCUH, at its discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.

14. Publicity. The CONTRACTOR shall not refer to RCUH, or any project, office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about this Agreement shall be referred to RCUH.

15. Payment Procedures: Final Payment. All payments under this Agreement shall be made only upon submission by CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by CONTRACTOR according to the Agreement.

16. Tax Clearance. Final payment under this Agreement shall be subject to Section 103-53, Hawaii Revised Statutes, which requires a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the CONTRACTOR have been paid. A tax clearance is required on final payment for agreements $25,000 or more.
In addition to tax clearance prior to final payment, the CONTRACTOR is required to obtain a tax clearance from the Internal Revenue Service and State Department of Taxation prior to execution of this contract for all agreements $25,000 or more.

17. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

18. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address and to the CONTRACTOR at its address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

19. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

20. Waiver. The failure of RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.

21. Federal Provisions. If federal funds are expended under this contract, the CONTRACTOR shall comply with the applicable provisions of Attachment 32a.

SPECIAL CONDITIONS
Attachment 6

Scope of Services

Provide strategic communications counsel to the University of Hawaii President for a wide range of University of Hawaii research projects and issues including, but not limited to, the Pacific Health Research Lab at Kalaeloa, the Thirty-Meter Telescope Project on Mauna Kea, the Advanced Technology Solar Telescope project on Haleakala, and any other research enterprises or projects that the university is involved with that may become the subject of publicity or community discussion, as agreed to by the President and Consultants as being suitable for inclusion within the scope of their services.

Strategic communications counsel will include monitoring local print, radio, television, and electronic media regarding significant University research projects, as determined by the President or her designee. Counsel will also monitor formal and informal discussions regarding these same projects within various business, government, and community circles and be prepared to make suggestions to the President or her designee for long-range management of said issues.

The consultant will identify and outline the most significant community concerns being expressed about the University's major research projects and issues, particularly those concerns that appear to be gaining attention within the community. The consultant will critique the University's proposed and ongoing communications regarding these research projects and issues and provide strategic advice to the President or her designees.

The Consultant will meet with the President at least monthly, or as many times as the President requests. Some of these meetings may be done by teleconference or the internet. Consultant will provide one written report at the end of each month summarizing the projects and issues monitored, the community concerns identified, and the perceived effectiveness of the University's communications.

UH General Counsel Office - Salaries

FISCAL YEAR 2010-2011			Monthly	
0089335	AKAMINE, RYAN M	Associate General Counsel	$ 9,612	
0089411	CHUN, CHRISTINE S Y	Associate General Counsel	$ 8,914	
0089391	LENDIO, DAROLYN H	VP Legal Affairs & Gen Counsel	$ 18,232	
0089276	LONBORG, DAVID WRIGHT	Associate General Counsel	$ 8,914	TRANSFER 9/1/10
0089276	ISHIKAWA, RANDALL KEIT	Associate General Counsel	$ 8,774	HIRE 11/1/10
0089303	MATSUI, BRUCE Y	Associate General Counsel	$ 9,530	
0089439	TAMASHIRO, CHRISTINE F	Associate General Counsel	$ 8,774	
0089217	TSUJIMURA, RUTH Y	Associate Vice President	$ 11,794	
0089107	USHIRODA, GREGG M	Associate General Counsel	$ 8,774	HIRE 11/3/10
			Mo. Range	
0012681	NOMURA, VALERIE J	Legal Secretary	3,006 - 4,627	RECLASS 8/1/10
0026594	TAMASHIRO, LYNN MISAYO	Legal Clerk	2,567 - 3,953	
0051346	SAIKI-DELA CRUZ, CAROL	Legal Secretary	3,006 - 4,627	TRANSFER 8/1/10
0081396	HONDA, RENEE L F	Legal Assistant	3,541 - 8,979	
0109651	IGE, DONNA S	Private Secretary	3,516 - 5,414	

FISCAL YEAR 2011-2012			Monthly	YEAR
0089335	AKAMINE, RYAN M	Associate General Counsel	$ 9,714	116,568
0089411	CHUN, CHRISTINE S Y	Associate General Counsel	$ 9,008	108,096
0089276	ISHIKAWA, RANDALL KEIT	Associate General Counsel	$ 8,868	106,416
0089391	LENDIO, DAROLYN H	VP Legal Affairs & Gen Counsel	$ 18,624	223,488
0089303	MATSUI, BRUCE Y	Associate General Counsel	$ 9,632	115,584
0089439	TAMASHIRO, CHRISTINE F	Associate General Counsel	$ 8,868	106,416
0089217	TSUJIMURA, RUTH Y	Associate Vice President	$ 12,546	RETIRE 12/31/11 150,552
0089107	USHIRODA, GREGG M	Associate General Counsel	$ 8,868	RESIGN 7/12/12 106,416
			Mo. Range	
0012681	NOMURA, VALERIE J	Legal Secretary	3,006 - 4,627	36,072 - 55,524
0026594	TAMASHIRO, LYNN MISAYO	Legal Clerk	2,567 - 3,953	30,804 - 47,436
0079237	HALYDIER, GARRETT I	Legal Assistant	2,904 - 7,366	HIRE 6/13/11 34,848 - 88,392
0081396	HONDA, RENEE L F	Legal Assistant	3,541 - 8,979	42,492 - 107,748
0109651	IGE, DONNA S	Private Secretary	3,516 - 5,414	42,192 - 64,968

OGC Budget

	FY12		FY11	
	BUDGET	ACTUAL	BUDGET	ACTUAL
Personnel	$ 1,088,199	$ 1,136,395	$ 1,078,622	$ 1,006,062
Current Expense	$ 75,638	$ 81,095	$ 62,754	$ 67,422
Total	$ 1,163,837	$ 1,217,490	$ 1,141,376	$ 1,073,484

Total amount spent to hire outside legal counsel April 2011-March 2012
$2,192,842.20

University of Hawaii
Legal Professional Services Procurement

Fiscal Year 2013

Posting of Awards

CONTRACT NUMBER	PROJECT TITLE	SELECTED CONSULTANT	CONTRACT AMOUNT	DATE OF AWARD	CONSULTANTS CONSIDERED	APPOINTING OFFICER	POSTING DATE
C130009	Represent the University in a contract dispute with a roofing general contractor	McCorriston Miller Mukai MacKinnon LLP	$ 25,000.00	08/09/12	McCorriston Miller Mukai MacKinnon LLP Ayabe Chong Nishimoto Sia & Nakamura McCorriston Miller Mukai MacKinnon	Darolyn Lendio	8/9/2012
C130008	Represent the University in matters relating to the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPPA)	Fukunaga Matayoshi Hershey & Ching LLP	$ 50,000.00	08/09/12	Fukunaga Matayoshi Hershey & Ching Law firm of Nathan Natori Ashford & Wriston	Darolyn Lendio	8/9/2012
C130015	Assist the University in reviewing financing related agreements involving the University of Hawaii - West Oahu	Orrick Herrington & Sutcliffe LLP	$ 40,000.00	08/16/12	Orrick Herrington & Sutcliffe LLP Katten Muchin Roseman LLP Hawkins Delafield & Wood	Darolyn Lendio	8/16/2012
C130016	Represent the University with respect to litigation involving Haseko's Kaloi Gulch drainage project	Goodsill Anderson Quinn & Stifel	$ 25,000.00	08/22/12	Goodsill Anderson Quinn & Stifel Kobayashi Sugita & Goda O'Conner Playdon & Guben	Darolyn Lendio	8/22/2012
C130017	Represent the University with respect to intellectual property matters	Leighton K. Chong	$ 24,500.00	08/23/12	Leighton K. Chong Morrison Foerster Sheppard Mullin	Darolyn Lendio	8/23/2012
C130023	Retain outside counsle to advise and represent the University regarding personnel and media matters and any related litigation.	Torkildson Katz Moore Hetherington & Harris	$ 25,000.00	09/13/12	Torkildson Katz Moore Hetherington & Harris Marr Jones & Wang Goodsill Anderson Quinn & Stifel	Darolyn Lendio	9/17/2012
C130028	Legal counsel and services relating to criminal, law enforcement, civil litigation activities and/or administrative matters relating to event and funds expended	Starn O'Toole Marcus and Fisher	$ 75,000.00	10/01/12	Starn O'Toole Marcus and Fisher McCorriston Miller Mukai MacKinnon Torkildson Katz Moore Hetherington & Harris	Darolyn Lendio	10/1/2012
C130029	To assist the University in providing legal counsel, advice, and services to the University of Hawaii with respect to the litigation matter, Lillian Jones v. University of Hawaii, U.S. Supreme Court Case No. 12-69	Starn O'Toole Marcus and Fisher	$ 20,000.00	10/01/12	Starn O'Toole Marcus and Fisher McCorriston Miller Mukai MacKinnon Sherry Broder	Darolyn Lendio	10/1/2012

Legal fees spike at UH

POSTED: 01:30 a.m. HST, Jun 12, 2011 LAST UPDATED: 03:27 p.m. HST, Jun 14, 2011 StarAdvertiser.com

The University of Hawaii's monthly spending on outside attorneys more than doubled over the past year, exceeding the combined amount of what most other state agencies paid for private legal help.

Paying for legal help

The University of Hawaii's spending rate for private legal help has topped the rates at three other major public university systems on the mainland. The overall budget of each university was used to calculate the spending rate and attorney staffing levels.

University of Hawaii

Budget: $1.4 billion In-house attorneys: 8
Outside legal expenses: $2.23 million*
Attorney staffing: 1 for every $175 million
Spending rate: $1 for every $636

University of Kentucky

Budget: $2.4 billion In-house attorneys: 8
Outside legal expenses: $1.2 million**
Attorney staffing: 1 for every $300 million
Spending rate: $1 for every $2,000

University of Arizona

Budget: $1.5 billion In-house attorneys: 10
Outside legal expenses: $1.3 million
Attorney staffing: 1 for every $150 million
Spending rate: $1 for every $1,154

* For an 11-month period ended April 1 **Excludes medical malpractice matters

For the 11-month period from May 2010 through March, UH spent $2.23 million, or about $203,000 a month, on outside attorneys, according to data obtained by the Star-Advertiser through a public records request.

By contrast, the school spent $3.8 million, or about $86,000 per month, in the preceding 44-month period, covering September 2006 through April 2010.

The university's expenditures in the recent 11-month period topped the $1.7 million that all state agencies represented by the Attorney General's Office collectively spent on outside legal counsel last fiscal year, according to AG data. That office represents most of the major state departments, including Transportation, Human Services and Public Safety.

UH's outside spending — relative to its overall budget of $1.4 billion — also topped the spending rates of several

mainland public university systems for which the Star-Advertiser was able to get comparable numbers.

UH's practice of hiring outside law firms is defended by the school administration and Board of Regents as an integral, effective part of its operation, mirroring what many other universities do. They say the increase doesn't necessarily indicate a trend, but reflects the ebb and flow of legal expenses, which depends on how cases progress.

The surge in spending has raised questions among some faculty, who call it excessive and wasteful.

The increase came despite the addition last year of an eighth attorney to UH's Office of General Counsel, which oversees legal matters for the 10-campus system and is headed by attorney Darolyn Lendio, a former corporation counsel for the city.

Like many universities, UH hires private law firms to pursue cases needing specialized expertise or that involve particularly complex litigation, requiring more attention than what the eight attorneys can handle, given their other duties. It also uses private firms when a legal conflict of interest exists.

Lendio, the school's vice president of legal affairs, said UH's spending on outside firms would have been relatively flat over the past several years, hovering between $750,000 to $800,000 annually, if a special case involving preparations for the planned Thirty Meter Telescope atop Mauna Kea were excluded.

She said the money is well spent — and meticulously monitored — yet doesn't reflect an intangible benefit of what the university saves through the effective management of its legal affairs.

Lendio said her office closely tracks the private firm work, disputing bills when warranted, while handling 650 to 700 new legal matters a year. "That's a huge book of business, even for a small private law firm."

Lendio, who was a partner with McCorriston Miller Mukai MacKinnon before accepting her current position in 2006, lauded the work her staff does despite a shrinking budget, which totaled $1.1 million this year, 11 percent less than two years ago. "We basically have to do more with less," she said.

Howard Karr, chairman of the regents, likewise praised the job the legal staff does.

"The modest size of the Office of General Counsel's operating budget, in relation to the excellence of the service provided to us, the client, is an outstanding accomplishment in these tough economic times," Karr said in a written statement. "The delivery of such high quality and quantity of legal services provided by this unit on such a small budget is exceptional."

Comparing UH's spending to other public universities can be difficult because of differences in how the institutions handle legal matters. Some, for instance, rely entirely on lawyers from their state's Attorney General's Office — something UH used to do until the late 1990s, when it became more autonomous.

A Star-Advertiser check of several mainland universities with budgets ranging from $1.5 billion to $5.8 billion and with at least eight in-house attorneys found that UH's spending, relative to the size of its $1.4 billion budget, tends to be high.

While UH spent $1 in outside legal expenses for every $636 in its overall budget, the universities of Arizona, Michigan and Kentucky spent $1 for every $1,154, $1,450 and $2,000, respectively, according to the newspaper's survey.

Michigan and Kentucky also had fewer in-house attorneys, relative to their overall budgets, than UH.

From September 2006 through March of this year, UH used about two dozen private law firms to handle a wide variety of cases, from workers' compensation matters to lawsuits filed by former employees.

The most costly case involved management matters for Mauna Kea, the site for the planned $1.2 billion-plus telescope project. That project is viewed as a major research and economic boon but is opposed by environmentalists and some Native Hawaiian cultural practitioners.

Since being retained in September 2008, the Carlsmith Ball law firm has been paid $1.1 million to handle Mauna Kea matters, which, among other things, involves efforts to get government approvals before the telescope complex can be constructed. The legal tab is expected to continue climbing as the case proceeds.

UH is reviewing more than $350,000 in bills submitted by Carlsmith, with Lendio stressing that the review and negotiations over disputed items will determine how much of that is paid.

"While the amount expended on outside services may seem unusually large, it must be kept in mind that this is a 'once-in-several-decades' type of project," said Karr, the regents' chairman. He said the telescope project is a "strategic investment in the university's long-range academic plan and the state of Hawaii's economic future that will yield benefits long after this generation is gone."

The second most costly case was UH's defense of a lawsuit filed by Townsend Hawaii LLC, which was replaced as developer of the Cancer Research Center of Hawaii, now under construction in Kakaako. UH paid nearly $590,000 to McCorriston Miller Mukai for that case, according to the UH documents. In addition, the university agreed last year to pay Townsend $2.5 million to settle the breach-of-contract lawsuit. It denied any wrongdoing.

"UH's entire defense strategy was to delay, delay and then delay some more," said Louis Kiang, a former Townsend executive. "That would translate into higher legal fees."

Of the 23 law firms UHhired over the nearly five-year period, Kobayashi Sugita Goda received the largest share of business, according to UH's data. Kobayashi, a firm with close ties to the school's athletic program, has been paid about $1.6 million, or more than a quarter of the $6 million the university spent through March, the data show.

When UH decides to hire a private firm, a screening committee of staff attorneys, excluding Lendio, recommends the three highest-ranked lawyers from a pre-qualified list. Lendio said she almost always picks the committee's top choice.

J.N. Musto, executive director of the University of Hawaii Professional Assembly, the faculty union, said he believes UH is wasting money by spending so much on outside attorneys. He said the system worked better when the school relied on the AG's office for legal help.

"If the UH General Counsel were efficient and effective, there would be no need for outside counsel, except in the most extraordinary circumstances," Musto said.

Attorney Paul Alston, whose firm represented Townsend and another client who received an $800,000-plus settlement from UH, said the university's hiring of private firms is unavoidable but comes with a potential downside.

"The use of outside counsel is a necessary evil because the small number of lawyers in the general counsel's office cannot hope to have the depth or range of experience to cover the wide array of disputes involving the UH system," Alston said. "However, when cases that could have been resolved early for certain amounts of money are resolved in the same dollar range only after large outside fees have been incurred, it is not unfair to question whether the system could work better."

BENNETT CONTRACTS

9 Contracts from Jan. 2011 – July 2012

1. **January 26, 2011**
    - SLARS, No specified amount

2. **March 22, 2011**
    - Philippe Gross v. UH, Total $160,000
        - With 3 compensation modifications
            1. $50K to $100K
            2. $100K to $110K
            3. $110K to $160K

3. **April 18, 2011 (redacted)**
    - Wahiawa General Hospital and John A. Burns School of Medicine and 3 inquiries relating to possible misuse of UCERA resources by faculty members, $50,000

4. **August 10, 2011**
    - Gregory Carter v. UH, $20,000

5. **November 29, 2011 (redacted)**
    - Amt=$50,000 from Athletics Director's General Operations Account

6. **December 16, 2011**
    - Athletic conference realignment, $50,000

7. **February 6, 2012**
    - Domain name, $10,000

8. **August 19, 2012**
    - Lilian Jones v. UH, $20,000 from Risk Management Special Fund

9. **July 10, 2012**
    - Athletics event at Stan Sheriff Center (Wonder Concert), $75,000 from Risk Management Special Fund

TOTAL=$435,000 + the SLARS unspecified amount

- All contracts continue until matters are resolved

University of Hawaii
Active Contracts

Table 19

Organization	Amount Paid	Frequency (M/A/O)	Max Value	Outstanding Balance	Date Executed	Term of Contract		Category G/S/E/L	Description	Explanation of How Contract Is Monitored
AYABE CHONG NISHIMOTO SIA & NAKAMURA LLP	97,917.15	O	150,000.00	52,082.85	02/26/10	02/22/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES IIN THE MATTER OF CHRISTOPHER LU VS. UNIV OF HAWAII	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
AYABE CHONG NISHIMOTO SIA & NAKAMURA LLP	44,614.08	O	50,000.00	5,385.92	03/04/10	02/22/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES IIN THE MATTER OF CHRISTOPHER LU VS. UNIV OF HAWAII	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
CARLSMITH BALL LLP	2,571,356.63	O	2,950,000.00	378,643.37	11/26/08	09/19/08	UNTIL MATTERS ARE RESOLVED	S	LEGAL COUNSEL, ADVICE & SERVICES FOR MANAGEMENT, OVERSIGHT, REGULATION AND USE OF THE MAUNA KEA SCIENCE RESERVE, HALE POHAKU, AND CONNECTING ROADWAY CORRIDOR BETWEEN HALE POHAKU AND THE MAUNA KEA SCIENCE RESERVE (MKMB).	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
CARLSMITH BALL LLP	49,444.50	O	50,000.00	555.50	12/16/09	08/19/09	UNTIL MATTERS ARE RESOLVED	S	ADVISE ON THE PURCHASE, LEASE OR ACQUISITION OF ANY INTEREST IN REAL PROPERTY FOR THE PURPOSE OF PROVIDING STUDENT HOUSING, UH HIL	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
FUKUNAGA MATAYOSHI HERSHEY CHING & KOP LLP	27,762.66	O	50,000.00	22,237.34	01/28/11	11/08/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES UNIVERSITY OF HAWAII IN THE MATTERS RELATING TO THE HAWAII STATE CANCER CONSORTIUM	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
GOODSILL ANDERSON QUINN & STIFEL LLP	361,042.89	O	400,000.00	38,957.11	02/14/11	06/01/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES PER THE ATTACHED AGREEMENT RELATING TO THE ADVANCED TECHNOLOGY SOLAR TELESCOPE (ATST) PROJECT SITUATED WITIN THE HALEAKALA HIGH ALTITUDE OBSERVATORY SITE	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KHNL TV; KGMB TV	0.00	O	126,000.00	126,000.00	08/24/11	08/24/11	08/23/12	S	TELEVISION AIRTIME FOR AIRING OF UH MANOA 30 SECOND TV SPOTS THAT WILL ASSIST IN THE INSITUTION'S STUDENT RECRUITMENT EFFORTS	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KOBAYASHI SUGITA & GODA	263,747.57	O	375,000.00	111,252.43	08/24/09	08/01/09	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO ADVISE AND REPRESENT THE UNIVERSITY IN MATTERS RELATING TO THE CIVIL LIGATION INVOLVING JUDITH A. DANIELS	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KOBAYASHI SUGITA & GODA	2,709.42	O	75,000.00	72,290.58	09/07/10	09/07/10	UNTIL MATTERS ARE RESOLVED	S	ADVISE UH IN THE ARBITRATION BETWEEN THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY AND THE UNIVERSITY OF HAWAII INVOLVING THE CLASS GRIEVANCE OVER DELEGATION OF STEP 1	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KOBAYASHI SUGITA & GODA	7,598.11	O	20,000.00	12,401.89	09/29/10	09/29/10	UNTIL MATTERS ARE RESOLVED	S	SERVICES FOR OUTSIDE COUNCIL TO ADVISE AND REPRESENT THE UNIVERSITY	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KOBAYASHI SUGITA & GODA	2,940.31	O	10,000.00	7,059.69	03/16/11	02/15/11	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES RELATED TO UH POLICY E9.210. PROVIDE LEGAL COUNSEL TO THE UNIVERSITY WITH REGARDS TO REVIEWING AND REVISING UH POLICY.	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KOBAYASHI SUGITA & GODA	11,757.11	O	17,000.00	5,242.89	06/28/11	06/10/11	UNTIL MATTERS ARE RESOLVED	S	ADVISE AND REPRESENT UH WITH RESPECT TO THE MATTER OF THE IMMIGRATION STATUS OF DR. GUENTHER HASINGER	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KOBAYASHI SUGITA & GODA	0.00	O	15,000.00	15,000.00	10/12/11	09/21/11	UNTIL MATTERS ARE RESOLVED	S	ADVICE & COUNSEL IN MATTERS RELATING TO UH POLICIES INCLUDING EXECUTIVE POLICY E1.202, STATEMENT OF NON DISCRIMINATION AND AFFIRMATIVE ACTION.	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
KOBAYASHI SUGITA & GODA	27,429.53	O	50,000.00	22,570.47	01/26/09	01/26/09	UNTIL MATTERS ARE RESOLVED	S	ADVISE AND REPRESENT THE UNIVERSITY IN THE EMPLOYMENT AND LABOR MATTERS INVOLVING THE UNIVERSITY LABORATORY SCHOOL	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.

University of Hawaii
Active Contracts

Organization	Amount Paid	Frequency (M/A/O)	Max Value	Outstanding Balance	Date Executed	Term of Contract		Category G/S/E/L	Description	Explanation of How Contract Is Monitored
KOBAYASHI SUGITA & GODA	377,070.30	O	425,000.00	47,929.70	04/23/09	04/23/09	UNTIL MATTERS ARE RESOLVED	S	UH AGREEMENT TO RETAIN SERVICES OF GREGORY M. SATO REPRESENT THE UNIVERSITY OF HAWAII AND ITS OFFICERS, EMPLOYEES AND AGENTS FOR ACTIONS TAKEN IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT IN THE MATTER INVOLVING SHIRLEY DANIEL	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
MARR JONES & WANG LLP	16,494.55	O	100,000.00	83,505.45	10/15/10	09/27/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO ADVISE AND COUNSEL THE UNIVERSITY IN THE MATTER RELATING TO THE DISPUTE INVOLVING THE UPW AND THE LAYOFF OF UNIT 1 AND OTHER EMPLOYEES IN THE COLLEGE OF EDUCATION, CASE NO. CE 01-769	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
MARR JONES & WANG LLP	6,257.11	O	75,000.00	68,742.89	06/07/11	02/07/11	UNTIL MATTERS ARE RESOLVED	S	RETAIN SERVICES OF RICHARD M RAND, TO REPRESENT UH AND PROVIDE ADVICE, COUNSEL AND REPRESENTATION IN ALL MATTERS RELATING TO THE GRIEVANCES FILED BY THE UNITED PUBLIC WORKERS	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
MCCORRISTON MILLER MUKAI MACKINNON LLP	536,184.71	O	605,437.68	69,252.97	08/06/09	08/05/09	UNTIL MATTERS ARE RESOLVED	S	ADVISE AND REPRESENT THE UNIVERSITY IN MATTERS RELATING TO THE DEVELOPMENT OF THE CRCH	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
MCCORRISTON MILLER MUKAI MACKINNON LLP	99,337.82	O	144,562.32	45,224.50	03/18/10	09/17/09	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO ADVISE AND REPRESENT THE UNIVERSITY IN MATTERS RELATING TO THE PAN-STARRS TELESCOPE PROJECT	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
MCCORRISTON MILLER MUKAI MACKINNON LLP	147,096.53	O	150,000.00	2,903.47	03/14/11	08/01/10	UNTIL MATTERS ARE RESOLVED	S	PROVIDE LEGAL COUNSEL, ADVICE, AND SERVICES TO UH (BRIAN HIRAI AND DARREN NUNN) IN MATTERS RELATING TO ENERGY SAVINGS AND RENEWABLE ENERGY PROJECTS	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
O'CONNOR PLAYDON & GUBEN LLP	10,973.28	O	50,000.00	39,026.72	09/30/10	09/30/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO REPRESENT UH INTEREST IN BEAUPRE V. UH, ET AL; CIVIL NO. 09-1-2628-11 RAT	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
ORRICK, HERRINGTON & SUTCHLIFFE LLP	153,962.13	O	155,000.00	1,037.87	12/03/10	12/06/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO ADVISE AND REPRESENT THE UNIVERSITY IN THE MATTER RELATING TO THE PROPOSED ISSUANCE OF REVENUE BONDS	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
ROBBINS MEYER RUFFO	1,620.47	O	15,000.00	13,379.53	10/18/11	09/15/11	UNTIL MATTERS ARE RESOLVED	S	REPRESENT HIMB WITH RESPECT TO OCEAN ACTIVITIES, SEAWALLS, AND HEALTH & SAFETY	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
ROBBINS MEYER RUFO	261,770.34	O	400,000.00	138,229.66	07/13/09	06/26/09	UNTIL MATTERS ARE RESOLVED	S	ADVISE AND REPRESENT THE UNIVERSITY OF HAWAII AND VARIOUS DEFENDANTS IN THE MATTER OF JAMES BOLLA VS. UNIVERSITY OF HAWAII, CIVIL NO. 09-00165 SPK, VP LEGAL AFFAIRS & GENERAL COUNSEL	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
ROBBINS MEYER RUFO	97,197.62	O	150,000.00	52,802.38	10/11/10	10/11/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO REPRESENT THE UNIVERSITY OF HAWAII'S INTEREST IN WILLIE JAMES LANEY V. UNIVERSITY OF HAWAII, ET AL. CIVIL NO. -1-1152-05 RAT	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
ROBINS MEYER RUFO	123,867.30	O	150,000.00	26,132.70	08/11/08	08/11/08	UNTIL MATTERS ARE RESOLVED	S	PROFESSIONAL LEGAL SERVICES TO ADVISE AND REPRESENT THE UNIVERSITY AND VARIOUS DEFENDANTS IN THE MATTER OF CHARLES BOYD V. UH, ET AL, CIVIL NO. 08-1-0989-05	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.

University of Hawaii
Active Contracts

Organization	Amount Paid	Frequency (M/A/O)	Max Value	Outstanding Balance	Date Executed	Term of Contract		Category G/S/E/L	Description	Explanation of How Contract Is Monitored
STARN O'TOOLE MARCUS & FISHER	14,452.67	O	50,000.00	35,547.33	05/31/11	04/19/11	UNTIL MATTERS ARE RESOLVED	S	LEGAL COUNSEL, ADVICE AND SERVICES TO UH IN CONNECTION WITH AN INVESTIGATION BEING CONDUCTED BY FEDERAL AND STATE ENFORCEMENT AUTHORITIES CONCERNING NEAL PALAFOX, M.D. AND ENTITIES RELATED TO DR. PALAFOX	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
TORKILDSON, KATZ, FONSECA, MOORE & HETHERINGTON	11,249.42	O	75,000.00	63,750.58	10/24/08	10/24/08	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO REPRESENT UH IN THE ARBITRATIONS(S) AND ANY RELATED LITIGATION INVOLVING THE GRIEVANCES OF CHARLES BOYD	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
TORKILDSON, KATZ, FONSECA, MOORE & HETHERINGTON	281,442.40	O	325,000.00	43,557.60	06/26/09	06/26/09	UNTIL MATTERS ARE RESOLVED	S	LEGAL SERVICES TO ADVISE AND REPRESENT UH RELATING TO COLLECTIVE BARGAINING	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.
TORKILDSON, KATZ, FONSECA, MOORE & HETHERINGTON	14,727.95	O	75,000.00	60,272.05	01/25/11	11/19/10	UNTIL MATTERS ARE RESOLVED	S	LEGAL ADVISE AND COUNSEL IN ALL UNIVERSITY MATTERS AND REPRESENTATION INVOLVING FACULTY MEMBER INCLUSIVE OF ALL THIRD PARTY NAMED ENTITIES AND FOR ADMINISTRATION OR LEGAL ACTION BROUGHT BY OR CONCERNING FACULTY MEMBER.	CONTRACT IS MONITORED BY UNIVERSITY PROGRAM.

	Payments for Legal Services	
	September 1, 2006 to April 1, 2011	
LAW FIRM	MATTER DESCRIPTION	TOTAL AMOUNT PAID 9/1/06 - 4/1/11
Ayabe Chong Nishimoto	Workers' Compensation	$39,356.50
Ayabe Chong Nishimoto	Lu v. UH	$71,382.89
Boehl Stopher & Graves	Wallace English v. UH (closed)	$4,237.50
Cades Schutte	Daniel Smith v. UH	$151,764.28
Cades Schutte	Yuting Hu v. UH	$75,565.03
Carlsmith Ball	Mauna Kea management matters	$1,113,799.30
Carlsmith Ball	UHH Student Housing	$49,438.18
Carlsmith Ball	Hawai'i CC	$59,887.29
Chun Kerr Dodd Beaman & Wong	CRCH Project development	$292,472.86
DeVenney, Watanabe & Brooke	Workers' Compensation	$165,524.05
Goodsill Anderson	Mauna Kea litigation	$352,862.53
Goodsill Anderson	IfA - ATST	$43,542.49
Hawkins Delafield & Wood LLP	University Revenue Bonds (Series 2009A) (closed)	$150,000.00
Kobayashi Sugita Goda	Michael D'Andrea labor matters	$391,128.40
Kobayashi Sugita Goda	Michael D'Andrea litigation	$298,140.86
Kobayashi Sugita Goda	Judith Daniels litigation	$121,386.52
Kobayashi Sugita Goda	Laboratory School matter (closed)	$27,429.53
Kobayashi Sugita Goda	Shirley Daniel litigation	$319,518.30
Kobayashi Sugita Goda	U.S. China Center	$115,222.48
Kobayashi Sugita Goda	Judith Vergun v. UH	$327,856.18
Kobayashi Sugita Goda	College Hill bid protest (closed)	$11,797.50
Law Offices of Dean Ochiai	Workers' Compensation	$701.50
Leong Kunihiro Leong Levy	Workers' Compensation	$14,815.35
Lyon Brandt Cook & Hiramatsu	Henriques v. Kuakini, et al. (closed)	$11,041.50
Manuia & Manuia LLLC	Workers' Compensation	$60,201.83
Marr Jones & Wang	UPW v. UH	$16,494.55
McCorriston Miller Mukai	Cooke Field bid protest (closed)	$8,484.75
McCorriston Miller Mukai	PanStarrs matter	$122,530.40
McCorriston Miller Mukai	UHM Student Housing (closed)	$59,086.00
McCorriston Miller Mukai	Townsend litigation	$589,375.95
O'Connor Playdon & Guben	Beaupre et al v. Makaulii	$6,416.92
Orrick Herrington & Sutcliffe	UH Revenue Bonds (Series 2010)	$150,000.00
Robbins & Associates	Charles Boyd v. UH	$159,878.87
Robbins & Associates	Bolla litigation	$217,074.48
Robbins & Associates	Laney v. UH	$33,777.50
Rush, Moore, LLP	Workers' Compensation	$32,699.23
Tom Petrus & Miller	McKinnie v. UH (closed)	$32,437.00
Torkildson Katz Moore	Charles Boyd matters	$3,452.36
Torkildson Katz Moore	Collective Bargaining matters	$224,944.91
Torkildson Katz Moore	Danny Takanishi	$13,824.81
Watanabe Ing	Kenneth Seamon v. SOH (closed)	$90,298.00
WGN Consultants Ltd. (Gary Wong, Esq.)	TIM School Singapore matter (closed)	$20,436.12
	TOTAL	$6,050,284.70

University of Hawaii Consultant Contracts

Vendor	Description	Date executed	Account code	Initiated by	Cost
STORBECK/PIMENTEL & ASSOCIATES INC	Search consultant for a New President of the University Of Hawaii	12/18/2008	134080	Board Of Regents	$109,000
Tides Center dba KE2	Consulting services to assist the University of Hawaii in assessing and initiating strategies relating to the advancement of innovation and technology.	9/1/2011	382842	President	$142,757
UCSD Extension	To assess and re-engineer the University of Hawaii system's economic development, and workforce development strategies.	2/15/2012	008970	President	$63,638

Committee requested:
A list of all consultants contracted by the Board of Regents or the Office of the President during the last five years, including a description of the scope of work detailing the purpose for which the consultants were contracted

PURSUANT TO BOARD OF REGENTS' POLICY, CHAPTER 8-1C SUBMISSION OF CONSULTANT SERVICES CONTRACT EXCEEDING $300,000 FOR BOARD APPROVAL

Description:	Extension of consultant services contract to enhance extramural funding opportunities for University of Hawaii research proposals.
Contractor:	The Implementation Group
Amount:	$180,000.00*
Term:	July 1, 2010 to June 30, 2011
Campus:	UH System, Office of the Vice President for Research
Fund Source:	Revolving
Recommendation:	That the Board approve the contract extension.

* This amount covers the one-year period from July 1, 2010 to June 30, 2011. A total amount of $1,273,999.88 has been expended to June 30, 2011 under this contract since its inception on January 1, 2004.

*Example of contract not submitted to committee upon request

Mary Walshok and the San Diego experience

- Appointed in April 2010 by President Greenwood to the President's Advisory Council on Hawaii Innovation and Technology Advancement
- The Conference was held in August 2011 to build Hawaii's Innovation Strategy
- Mary Walshok was awarded with a consultant contract in February 15, 2012 worth $63,638 plus travel and incidental expenses

Mary Walshok talking with RCUH Executive Director Michael Hamnett

Member of President Greenwood's Council on Science and Technology Mary Walshok of San Diego Connect was in town to speak to the Hawaii Business Roundtable and other key corporate supporters about how the city of San Diego and specifically the University of California at San Diego helped build from scratch a strong and vibrant partnership between the business community and their institution of public higher education.

Mary helped lead the effort to develop a common sense of purpose and to revitalize a stalled economy there, lessons we could certainly put to use in the islands! As a major institution with a presence on all islands, what a role UH could play in this collective activity!

Source: http://blog.hawaii.edu/president/2011/08/05/mary-walshok-and-the-san-diego-experience/

EXHIBIT 1

SERVICES SA12-095

UCSD EXTENSION
A Division of the University of California, San Diego Campus
9500 Gilman Dr., Mail Code 0176O, La Jolla, CA 92093-0176O
Attention: Bruce Dunn
Telephone: 858-534-8506
Fax: 858-534-7385
Email: bdunn@ucsd.edu

UCSD EXTENSION BUSINESS AFFAIRS CONTACT:
9500 Gilman Dr., Mail Code 0176B, La Jolla, CA 92093-0176B
Attention: John Daggett
Telephone: 858-246-0665
Fax: 858-534-7385
Email: jdaggett@ucsd.edu

THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII (RCUH)
2800 Woodlawn Drive, Suite 200, Honolulu, Hawaii 96822
Attention: Leonard Ajifu
Telephone: (808) 988-8320
Fax: (808) 988-8349
Email: lajifu@rcuh.com

THE UNIVERSITY OF HAWAII SYSTEM
2444 Dole Street, Honolulu, HI 96822
Attention: James Gaines, Vice President for Research
Telephone: 808-956-7490
Fax: 808-956-8061
Email: gaines@hawaii.edu

THE UNIVERSITY OF HAWAII SYSTEM BILLING/NOTICE CONTACT:
Office of System Administrative Affairs
Attention: Blanche Fountain
Telephone: 808-956-5090
Fax: 808-956-9002

1. **SCOPE OF WORK:**
   The Services will be performed as follows and/or in accordance with the attachment Exhibit 2 hereto and incorporated by reference herein. Any terms and conditions contained in the scope of work that conflict with paragraphs 1 -25 of the Service Agreement are not valid and are of no force and effect.

2. **COST:** Total not to exceed $63,638 plus travel and incidental expenses during the period February 15, 2012 and January 31, 2013

3. **PAYMENT**

   3.1 **SCHEDULE AND AMOUNT:**

   3.1.1 RCUH will compensate UCSDX for a combination of (1) $979.00 per day to cover time dedicated to completion of the scope of work, plus (2) any direct

Exhibit 2

ATTACHMENT TO SA12-095

Scope of Work

The University of San Diego Extension shall make available Dr. Mary Walshok to the University of Hawaii System in assessing and re-engineering the University of Hawaii's system's economic development, and workforce development strategies, and offices. Dr. Walshok will provide the following specific activities and other related activities:

1. Identify and meet with leaders of key functions in the economic development, workforce development, and continuing education activities of the university while cultivating and leveraging those with positive attitudes and creativity to join and collaborate with the University.
2. Define, collect, and evaluate data on the University's research enterprise, potential for economic and workforce development, and associated programs, assess the University's research portfolio, and identify where there are redundancies and complementarities.
3. With leadership from the University of Hawaii System, develop a short-term strategy and implementation plan for limited number of targets of opportunity, vis-à-vis economic development and talent development in the state of Hawaii. These targets should articulate with existing research capabilities and existing or leverageable offices and programs on the various campuses of the University of Hawaii.
4. Develop a strategy document which is very explicit with regard to initiatives, deliverables, timelines, short- and longer-term metrics and milestones.
5. Identify a strategy for financing these special initiatives which includes private sector support, system support, and fee based revenues.
6. Through work with leadership at the University of Hawaii, participate in personal meetings or in group settings to secure support and commitment to the new initiatives.
7. Develop and assist the President of the University as needed in the articulation of the initiatives, goals, and deliverables, for public presentations, op-ed pieces, or policy forums.
8. Help leadership evaluate progress on the various initiatives utilizing a shared set of metrics.
9. Meet with representatives from the University of Hawaii System in San Diego as required to share data and do collaborative work.
10. Travel to Hawaii two to three times over a six-month period as required to do collaborative work, make presentations, or conduct interviews with key-stakeholders.
11. Plan and collaborate in the scheduling of meeting and/or social events with potential advocates, donors, community leaders, University executives, business and government leaders in Hawaii, the continental United States and internationally.

Justify UH chancellor salary

POSTED: 01:30 a.m. HST, May 16, 2012

StarAdvertiser.com

-- ADVERTISEMENT --

Compensation packages for university executives have skyrocketed in recent decades and the University of Hawaii's regents must exercise increased care in assuring the right person for the job, at the right price. Thomas Apple, provost at the University of Delaware, is in line to become UH-Manoa's next chancellor when the UH Board of Regents meets Thursday, but the decision should be neither hasty nor routine.

Current Chancellor Virginia Hinshaw was paid a salary of $337,672 a year at the end of her five-year term and will be paid nearly $300,000 for a 10-month sabbatical after her contract ends June 30. She is expected then to assume a tenured faculty position in the College of Natural Sciences and the John A. Burns School of Medicine. That's a nifty parachute.

If approved, Apple would be paid $439,008 per year over a five-year contract, a considerable raise from his Delaware salary of $360,000 yearly. He was among the finalists earlier this year to fill a vacancy at the University of Vermont, which instead chose as president Thomas Sullivan from the University of Minnesota at a salary of $417,000 plus $30,000 of deferred compensation from each of the first three years.

The $102,000 bump-up in Apple's proposed salary raises the question of what he is expected to, and can, deliver. The justification for this increase over the current pay scale must be made to the taxpayers of this state-run university, as well as to the student body, which has been forced to deal with rising tuitions. After all, there is considerable worry about the exorbitant costs of higher education and of "potential vulnerability" for universities trying to put lids on budgets and tuition.

UH President M.R.C. Greenwood, who is in charge of all campuses in the UH system, receives a contract that pays $475,000 yearly, plus a controversial $5,000 a month housing allowance. Even so, the salary seems to fit the national norm: The Chronicle of Higher Education reported last year that the median total compensation for college presidents in 2009-10 was $375,442, and the median total cost of employment was $440,487.

There is a "throw-your-hands-up-in-the-air sort of sentiment toward it," Ohio state Sen. Peggy B. Lehner told the Chronicle about educator salaries. "We recognize that to get the very best it's a competitive process, so it's the whole system across the country that is probably out of kilter."

The UH, though, needs to be especially vigilant that it gets what it pays for. It was not so long ago, in 2004, that the university got scorched trying to fire former president Evan Dobelle, then essentially had to pay him off to exit his lucrative contract.

As for Apple: He has emphasized to UH regents how Delaware U. is similar in important respects. In a presentation in Hawaii, he noted, "The University of Delaware is classified as a research university

with very high research activity." Indeed, Delaware's research infrastructure is reported to have expanded rapidly under his oversight.

Apple has been provost at Delaware since 2009, following four years as dean of arts and sciences and, prior to that beginning in 1981, dean and professor positions at Rensselaer Polytechnic Institute in Troy, N.Y., the University of Nebraska and Iowa State University.

At Delaware, Apple reportedly oversaw a new budgeting system that angered some faculty members and was blamed for the resignation of several deans. How such adversity might be detrimental to operations or beneficial to control expenses in Hawaii would remain to be seen, if he is hired.

Apple certainly has had an impressive career, but the UH regents must determine how he will fit at Manoa and how his performance justifies the salary. How he works with Greenwood, too, will be another major factor in how well this turns out for the campus and its students.

UH regents approve Apple as chancellor for Manoa campus

Regents set to OK new UH-Manoa chancellor

Off the News

Regents appoint new leader for flagship Manoa campus

Regents to vote on next Manoa leader

UH tunes out concerns over chancellor's worth

UH-Manoa's incoming chancellor has big aspirations for athletics

NEIL ABERCROMBIE
GOVERNOR

AARON S. FUJIOKA
ADMINISTRATOR

STATE OF HAWAII
STATE PROCUREMENT OFFICE
P.O. Box 119
Honolulu, Hawaii 96810-0119
Telephone: (808) 587-4700
e-mail: state.procurement.office@hawaii.gov
http://hawaii.gov/spo

SPO 13-034

October 1, 2012

The Honorable Donna Mercado Kim, Chair
Senate Special Committee on Accountability
State Capitol, Room 210
Honolulu, Hawaii 96813

Dear Senator Kim:

This is in response to your October 1, 2012 e-mail sent to the State Procurement Office transmitting a copy of the Cades Schutte LLP contract.

In reviewing the scope of services, there is no mention of the nature of the expert's work to support an expert witness exemption, under HRS §103D-102(b)(4)(A). There is no reference to any witness or expert witness. The scope of services is " . . . fact finding. . . to gather information and draft a fact finding report . . ." These services are descriptive of investigative services.

Given the information provided, it does not substantiate the use of the expert witness exemption.

If there are any further questions, please call me at 587-4700.

Sincerely,

Aaron S. Fujioka
Administrator
State Procurement Office