

**CONSENT AGENDA
APRIL 18, 2013**

TAB	DESCRIPTION	ACTION
1	BAHR – SECTION II - Boise State University – Beverage Services Contract	Motion to approve
2	BAHR – SECTION II - University of Idaho - Renewal of Lease - CH2M Hill	Motion to approve
3	BAHR – SECTION II - University of Idaho - Renewal of Lease - UICD/Harbor Center	Motion to approve
4	BAHR – SECTION II - University of Idaho – Purchase of Mass Spectrometer	Motion to approve
5	IRSA – Quarterly Report: Programs and Changes Approved by Executive Director	Motion to approve
6	IRSA – EITC Program Discontinuance	Motion to approve
7	IRSA – HERC Appointment	Motion to approve
8	PPGA – University of Idaho – Facility Naming	Motion to approve
9	PPGA – Boise State University – Facility Naming	Motion to approve

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10	PPGA – Lewis-Clark State College – Facility Naming	Motion to approve
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11	PPGA – Eastern Idaho Technical College – Advisory Council Appointment	Motion to approve
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12	PPGA – State Rehabilitation Council Membership	Motion to approve
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13	PPGA - St. Maries School District – Trustee Zone Boundary – Technical Correction	Motion to approve
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14	SDE - Appointment for the Professional Standards Commission	Motion to approve
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BOISE STATE UNIVERSITY

SUBJECT

Beverage services agreement with Swire Pacific Holdings, Inc., a Coca-Cola licensed bottler and Coca-Cola North America, a division of the Coca-Cola Company

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a

BACKGROUND/DISCUSSION

Boise State University's (BSU) current beverage services provider expires June 30, 2013. Rather than extend the current contract, the University elected to issue a new request for proposal for beverage sales and distribution channels at the University and to create a business relationship providing opportunities and benefits for both the University and the beverage provider.

The contract encompasses cold beverage sales including:

- Fountain drinks
- Cold beverage vending
- All can, plastic and glassware soda-type products
- Energy drinks
- Bottled water packaged for individual consumption

This agreement gives the vendor the rights to exclusive sales on campus in exchange for commission payments and sponsorship of a variety of University activities including athletic sponsorship opportunities. In addition, the vendor will support student programs and other campus initiatives.

The University received evaluated proposals from Swire Pacific Holdings/Coca-Cola North America and Pepsi Bottling Ventures. Swire Pacific Holdings/Coca-Cola North America was awarded the contract subject to Board approval.

IMPACT

The value of this contract is a combination of commissions and sponsorship over the life of the contract. The total anticipated value of the contract averages \$667,387 per year. The contract has a five-year initial term plus a potential for five one-year extensions.

In the first year the contract provides:

- | | |
|--------------------------------|-----------|
| • Athletics sponsorship | \$280,000 |
| • Vending commission (minimum) | \$150,000 |
| • Student Affairs initiatives | \$172,000 |

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• Recycling efforts	\$15,000
• Marketing support and in-kind donations	<u>\$48,000</u>
TOTAL	\$665,000

ATTACHMENTS

Attachment 1 – Proposed Contract

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STAFF COMMENTS AND RECOMMENDATIONS

Total value to BSU of sponsorship fees alone is \$4,850,000 based on the five year initial term and five year-year extensions.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a beverage services agreement with Swire Pacific Holdings/Coca-Cola North America in substantial conformance with the attached agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**Beverage Services Agreement Between
THE COCA-COLA COMPANY
SWIRE PACIFIC HOLDINGS, INC.
BOISE STATE UNIVERSITY**

1. PARTIES

- (A) **THE COCA-COLA COMPANY**, acting by and through its Coca-Cola North America Division (“Company”)
- (B) **SWIRE PACIFIC HOLDINGS, INC d/b/a SWIRE COCA-COLA, USA** (“Bottler”)
- (C) **BOISE STATE UNIVERSITY** (“University”)

Company and Bottler are collectively referred to as “Sponsor.”

2. SCOPE OF AGREEMENT

University issued a Request for Proposal in respect of beverage services (RFP # TS13-035) (“RFP”) in respect of which Sponsor was awarded the contract. This Beverage Services Agreement (“Beverage Services Agreement”) together with the Modified State of Idaho Terms and Conditions, comprise the entire agreement among the parties (the “Agreement”). Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate full service Beverage vending on Campus.

Any inconsistency between or among any of the above incorporated documents will be decided in the following order of precedence:

- 1. The Modified State of Idaho Terms and Conditions;
- 2. This Beverage Services Agreement;

3. TERM

The initial term of the Agreement will be for a period of five (5) years, commencing July 1, 2013, through June 30, 2018. The term of the Agreement may be automatically extended for five (5) one (1) year renewals. With the exception of the final renewal period, the Agreement will automatically be renewed unless either the University or Sponsor receives written notice from the other not less than ninety (90) days prior to the expiration of the initial term or of the then current renewal term that the Agreement shall not be extended. For financial reporting purposes, the financial reporting year is a period of twelve months commencing on July 1 of one year and ending on June 30 in

the immediately succeeding year. The maximum duration of this Agreement, including initial term and extensions, shall be ten years. The initial term, plus all renewal terms during which this Agreement is in effect, is referred to as the "Term."

4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

5. SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY

As further set forth below, Sponsor agrees to pay University over the Term of this Agreement the total sum of \$4,850,000.00 at the rate of \$485,000.00 per Agreement Year.

(A) Athletics Sponsorship Fees Sponsor will pay to University "Athletics Sponsorship Fees" in the amounts set forth below for each Agreement Year during which this Agreement is in effect:

- (i) Agreement Year One: \$280,000
- (ii) Agreement Year Two: \$280,000
- (iii) Agreement Year Three: \$288,400
- (iv) Agreement Year Four: \$297,052
- (v) Agreement Year Five: \$305,964
- (vi) Agreement Year Six: \$315,142
- (vii) Agreement Year Seven: \$324,597
- (viii) Agreement Year Eight: \$334,335
- (ix) Agreement Year Nine: \$344,365
- (x) Agreement Year Ten: \$354,696

(B) Student Affairs Sponsorship Fees - Sponsor will pay to University "Student Affairs Sponsorship Fees" in the amounts set forth below for each Agreement Year during which this Agreement is in effect:

- (i) Agreement Year One: \$172,000
- (ii) Agreement Year Two: \$172,000
- (iii) Agreement Year Three: \$163,600

- (iv) Agreement Year Four: \$154,948
- (v) Agreement Year Five: \$146,036
- (vi) Agreement Year Six: \$136,858
- (vii) Agreement Year Seven: \$127,403
- (viii) Agreement Year Eight: \$117,665
- (ix) Agreement Year Nine: \$107,635
- (x) Agreement Year Ten: \$97,304

- (C) Recycling Fees - Sponsor agrees to pay University \$15,000 annually during the Term to support University's recycling efforts, including University's expenditures for the purchase of capital equipment and administrative support.
- (D) Marketing Fees - Sponsor will pay to University \$18,000 annually during the Term for mutually agreed upon on-campus marketing programs that will enhance student life. .

Athletics Sponsorship Fees, Student Affairs Sponsorship Fees Recycling Fees and Marketing Fees will be paid within 30 days after July 1st each Agreement Year; provided however, the payment of these sums for Agreement Year One shall not be due and payable until thirty (30) days after the date of signature of this Agreement by all parties. University will provide an invoice to the Bottler for the Athletics Sponsorship Fees, Student Affairs Sponsorship Fees Recycling Fees and Marketing Fees. Payment shall be due within thirty (30) days of the date of invoice.

- (E) Commissions - Bottler will pay to University annual guarantee and commissions and for Company Beverages sold through Bottler's full service Beverage vending machines on Campus as described in **EXHIBIT B** attached hereto.
- (F) Product Donations - Bottler will donate up to \$15,000 of Company Products (valued at wholesale price) annually during the Term for student, faculty and staff special events.
- (G) Campus Marketing Manager - Bottler will hire and retain during the Term a Campus Marketing Manager for Boise State University (a then-current student attending the University). The Campus Marketing Manager will be charged with ensuring that Coca-Cola sampling initiatives, marketing and student programming is executed properly on-campus.

- (H) Marketing Activation Fund - Company will budget a total of \$15,000 annually as Marketing Activation funds. Marketing Activation funds will be held in a fund managed by Company for use toward mutually agreed upon marketing programs designed to promote and increase beverage sales on campus and through Athletics and be used to activate marketing programs designed to enhance the student experience via campus events and activities. Marketing Activation funds must be spent within the agreement year for which they are budgeted. Unused funds shall be forfeited.
- (I) Merchandising Fund - Company will budget \$5,000 annually as Merchandising funds. Merchandising funds will be held in a fund managed by Company for mutually-agreed upon merchandising items (i.e. update for menu boards, recycling merchandising, etc.). Merchandising funds must be spent within the agreement year for which they are budgeted. Unused funds shall be forfeited.
- (J) POWERADE Equipment - Company will provide University with complimentary POWERADE® Sport Drink athletic equipment, which may include coolers, cups, squeeze bottles, towels, coolers, carts, etc. based upon the University's needs with a maximum aggregate value of \$15,000 annually. If during any Agreement Year University requires POWERADE® equipment in excess of the amount to be provided at no cost by Company, then University may purchase such equipment from Company at the then-current prices for the equipment.

The monies set forth in this Section 5 constitute the full and complete consideration for all rights granted to Sponsor hereunder.

6. BEVERAGE AVAILABILITY RIGHTS OF SPONSOR

- (A) Exclusive Beverage Availability Rights - Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus.

- (B) Permitted Exceptions:

Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell, dispense and/or , except as provided below advertise the following Competitive Products ("Permitted Exceptions") on Campus:

- the use of any Beverages for academic research purposes, or other educational purposes . No advertising on Campus of such Beverages is permitted;
- concentrated bases used as ingredients and as beverages for catering events. No advertising on Campus of such concentrated bases is permitted;
- Competitive Products required per the terms of the franchise agreements. Current franchise food service locations include the Quiznos, Starbucks, and Dawson Taylor locations on campus. No advertising of such Competitive Products on Campus or associated in any way with the University is permitted;
- Competitive Products sold at other franchise food service outlets that are not owned or operated by University, or its Concessionaires or food service operators, and that exist, or may exist in the future, on Campus pursuant to valid leases existing at the time that University acquires ownership or control of a building or facility and which are still in existence or have been renewed with an unrelated third party company such as the Quiznos (currently a leased space, not operated by Aramark). No advertising of such Competitive Products on Campus outside the location of the food service outlets or associated with the University is permitted;
- Third party produced bottled water branded with University Marks for sale off campus provided that any such bottled water shall not be marketed using Designations as defined in Exhibit A herein. Notwithstanding the foregoing, such bottled water may be referred to and marketed as “officially licensed water” or “officially licensed Boise State water” or a similar phrase. No advertising on Campus by University of such third party produced bottled water described in this paragraph is permitted aside from advising the campus community and the public of the availability of such water in newsletters and on official University websites and social media outlets. University shall use reasonable efforts to notify Bottler of any proposed press release relating to such third party bottled water and/or other initial notification to the campus community and public.

(C) Competitive Product Sales. University shall be permitted to sell other Competitive Products in no more than 10% of shelf space in refrigerated space only at each of the current and future convenience store locations (i.e., Bookstore locations, C3 in the interactive learning center, POD at the Wilk convenience store, and convenience store in the Student Union.)

Competitive Products will not be made available in Sponsor's branded coolers. University must also carry in each convenience store location Sponsor's equivalent Company Beverage for each Competitive Product carried. For example, if Red Bull® is carried, Full Throttle® must also be carried.

- (D) Trademark Visibility for Permitted Exceptions. University may display trademarks for Permitted Exceptions on menus, menu boards, dispensing equipment, coolers and vessels to indicate availability, but no Competitive Products will be marketed, advertised, promoted, or sampled on Campus, to University's knowledge, or otherwise in connection with the University, the Campus or the University Marks, except as may otherwise be permitted in Section 6(F) below.
- (E) Beverage Purchase Requirement - University and its third party food and beverage concessionaires ("Concessionaires") will purchase from Bottler their entire requirement for Beverages and cups, lids and carbon dioxide (other than bulk CO2 in containers larger than 50 pounds) on Campus except for certain juice brands, Odwalla products and other products which may be delivered directly by Company and/or its distribution partners. University and its Concessionaires will purchase all such Beverages, cups, lids and carbon dioxide at the initial prices listed in **Exhibit C**, which are subject to adjustment as outlined in **Exhibit C**.
- (F) Special Promotional Events. Temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus at Special Promotional Events (as defined below) each Agreement Year of the Term; provided, however, that (i) Sponsor's promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) no Competitive Products will be sold, distributed, dispensed, sampled, served, or otherwise made available by University or its Concessionaires during any such Special Promotional Event(s) (iii) unless contractually required, no blockage, draping, or other obscuring (whether physical or electronic) of Sponsor's signage on the Campus will occur during any such Special Promotional Event(s), except for incidental blockage due to the construction and/or placement of a stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be immediately removed from the Campus upon the conclusion of the Special Promotional Event(s). As used herein, the term "Special Promotional Event" means and is limited to the following: sporting events, concerts, theatrical or comedic performances, conventions, and/or trade shows occurring on the Campus, which are sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA, the Mountain West Conference (or other applicable conference(s), a concert or theatrical production company, a trade show or convention

production company), and the relevant sponsorship agreement (as evidenced by reference in tour rider or other industry standard communication between venue and licensee or as otherwise agreed) requires on-site advertising for such Competitive Products. The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities (to include show staff, crew, and volunteers) appearing and performing on the Campus will be allowed and will not be considered a Special Promotional Event. University will provide Sponsor with no less than thirty (30) calendar days prior written notice of a Special Promotional Event but failure to do so will not be a material breach of this Agreement.

- (G) Competitive Product Advertising in Broadcasts and Print Materials. Notwithstanding the exclusive rights granted to Sponsor in this Agreement, University may (a) accept advertising for Competitive Products in the Boise State *Arbiter* or any other student or University publication; (b) accept advertising for Competitive Products in athletic or cultural event playbills or similar printed materials; and (c) allow Broadcasters to sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text. Further, Broadcasters may incidentally refer to Competitive Products to the extent necessary to convey the association between a Competitive Product and a sporting event in which a University Team is competing (for example, a Bowl game half time show sponsored by a Competitive Product). The foregoing exceptions shall not be deemed to permit any association between any Competitive Product and the University or any Team in such a manner that the Competitive Product is held out as, or could reasonably be inferred to be, a sponsor of the University or any Team, or in any manner that constitutes Ambush Marketing.

7. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

Subject to the Permitted Exceptions set forth above, both parties recognize and agree that the intention of this Agreement that the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages.

- (A) No Competitive Products on Campus. Except where otherwise provided herein,
- (1) University shall ensure that no Competitive Products (as defined herein) are sold, dispensed, served, distributed, or offered for sample by any University employee, student, contractor or other agent anywhere on Campus in respect of University events. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their

guests for personal consumption and not for distribution on Campus. Unless a Permitted Exception as described above, where University leases rooms or space to third parties for events ("Third Party Event") and where the University, or a University sub-contractor, is responsible for providing beverages, University shall not sell, dispense, serve, distribute, or offer for sample Competitive Products at such Third Party Event.

- (2) University will not display or authorize any signage, advertising, or trademark visibility for any Competitive Products anywhere on Campus. University will not authorize association of Competitive Products, whether directly or indirectly, with University, the Campus, the University Teams, the University varsity athletic coaches, the University Athletic Director, or the University Marks, whether through advertising, promotions or otherwise. For the avoidance of doubt, University related events that occur off-campus on third party leased property shall be excluded from this Agreement.
- (B)** No Association with Competitive Products. University will take all reasonable steps necessary or appropriate to stop third parties from associating Competitive Products with University and Campus events. Company and Bottler recognize and accept that the Campus is a publicly accessible space and University, while it will use best efforts to control activities of third parties, is unable to prevent all activities from occurring. Once aware of such third party activities, University agrees to:
- (1) Notify Company of persistent third party attempts to promote or distribute Competitive Products on Campus;
 - (2) Request cessation of such commercial activity on Campus in writing to the violating party (e.g., via a cease and desist letter) in respect of the same;
 - (3) Provide reasonable cooperation to Company in the event that Company elects to pursue legal recourse against the offending third party.
- (C)** No Third-Party Beverage Promotions. Except as otherwise provided in Section 6(f) of this Agreement, University must not grant any third party the right to conduct promotions involving Beverages or Beverage containers, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion.

- (D) Concessionaires. All Concessionaires with Beverage operations on Campus will comply with all applicable provisions of the Agreement, including purchasing their entire requirements for Beverages, cups, lids, and CO2 from Bottler and using Approved Cups. As of the commencement of the Term, University has a Concessionaire operating its facilities on Campus. That Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire. If University engages any other Concessionaire(s) to operate on Campus, Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire(s), provided, however, that such separate terms shall not exceed the pricing as set forth in this Agreement and any subsequent agreed upon price increases.
- (E) If during the Term the University elects to self-operate any or all of its food service locations, Company and Bottler will extend to University the pricing and terms then in effect with respect to the Concessionaire operating those locations, to include the same schedule and amount of price increases for Bottle/Can Pricing, Ancillary Pricing and Fountain Syrup Pricing detailed in Exhibit C.

8. EQUIPMENT AND SERVICE

(A) Post-mix Dispensing Equipment:

- (1) Fountain equipment and service of Company-owned fountain equipment will be provided pursuant to the existing agreements between Company and University's Concessionaire.
- (2) If University elects not to use the services of a Concessionaire for any of its facilities, Company will lease to University without charge, and service during the Term, Company-owned dispensing equipment (excluding freestyle equipment) reasonably necessary to enable University to dispense a quality fountain Beverage. No ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of the standard lease agreement (the "Lease"), which are incorporated herein by this reference, but no lease payment will be charged. The Lease terms are attached as **Exhibit "E"**. If there is a conflict between the terms and conditions of the standard lease agreement and this Agreement or the State of Idaho Standard Terms and Conditions, the terms and conditions of this Agreement or the State of Idaho Standard Terms and Conditions as appropriate shall govern. To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is now or hereafter located on premises that are owned, controlled or managed by a Concessionaire or other persons or entities not party to this Agreement, University will include provisions in its agreements with such persons and entities that recognize that the equipment is owned by Company and that

obligates such persons and entities to honor the terms and conditions of the Lease.

- (3) All fountain equipment must be like new which serves high quality fountain beverage in accordance with Company's existing standards and no less than the service it has provided University previously. All fountain equipment must have ice dispensing capability. The equipment shall remain fully functional and dependable for the term of the Agreement. The University may request the replacement of fountain equipment that is no longer serviceable in the University's opinion. The Company agrees to consult in good faith with the University concerning the replacement of fountain equipment that the University reasonably believes to be unserviceable. The Company and the University will determine all equipment placements and replacements based on mutually agreed upon parameters of service incidence, operational needs and physical appearance.
- (4) All fountain dispensers shall be equipped with locks and/or shut-off valves at no cost to the University and shall be fitted with a stainless steel, vented, double check valve backflow. If University requires separate backflow prevention devices are required for compliance with local health and safety codes, these shall be supplied by the University or its Concessionaire and installed by a licensed plumber. Annual inspections will also be at University's expense.
- (5) All racks, tubing, hook ups from the stubbed out lines provided by the University will be the responsibility of the Company and provided at no cost to the University.
- (6) All fountain dispensers must be equipped with separate water supply shut-off.
- (7) The syrup for use in the fountain equipment shall be provided in two and a half (2 ½) or five (5) gallon bags in a box. An alternative specification requires University approval.

(B) Vending Equipment:

- (1) Bottler will supply, install, service, and maintain certain Beverage vending and other cold-drink equipment (such as coolers) for use on Campus, and maintenance/repair service for such equipment at no cost to University. The initial placement will be 124 new or like new vending machines in locations approved by University in all areas currently serviced by beverage vending. The University may direct the addition or deletion of equipment as necessary in consultation with Bottler. Over the Term, University agrees that Sponsor shall be permitted to maintain current student-to-vendor (or other cold drink equipment) ratios. Placement of new machines or relocation of current machines will be mutually agreed upon between Bottler and the University, and University will not unreasonably withhold its approval. Any equipment provided by Bottler under the Agreement will at all times remain the property of Bottler, and shall be subject to the terms and conditions of the standard lease agreement (attached and incorporated hereto at Exhibit E), except that no lease payment will be charged. If there is a conflict between the terms and conditions of the standard lease agreement and this Agreement or the State of Idaho Standard Terms and Conditions, the terms and conditions of this Agreement or the Modified State of Idaho Terms and Conditions as appropriate shall govern.
- (2) University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service.
- (3) Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, documenting sales and paying commissions.
- (4) All vending equipment shall be able to accept debit and/or credit cards for payment for the beverages.

(C) Reach-In Cooler Equipment.

- (1) Bottler shall supply, install, service and maintain new or like new reach-in cooler equipment at no cost to the University at locations as agreed with University.
 - (2) Bottler shall recommend placement and location of additional reach-in coolers equipment to most effectively promote beverages sales and services, to be approved by the University.
- (D)** With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University will:

- (1) upon Company's reasonable written request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;
- (2) refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
- (3) refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
- (4) reimburse Company for any loss of or damage to any fountain equipment except for reasonable wear and tear or damage due to equipment malfunction; and

(E) Bottler agrees that:

- (1) It shall use best commercial efforts to ensure that all equipment provided hereunder is Energy Star compliant and is subject to University approval.
- (2) It will consult with the University before modifying existing equipment to incorporate new technologies. Bottler and the University will mutually agree to the installation of new equipment that contains new technological features not contained on the current equipment.
- (3) It shall observe all applicable University policies and procedures including parking regulations. Bottler is required to purchase parking permits for all vehicles servicing the University. Parking fines and fees are the Bottler's responsibility. Bottler is to service machines and equipment provided hereunder from loading docks and designated service areas only.
- (4) It shall require employees to wear easily recognized uniforms, which are suitable to the job function to be performed, and which easily and appropriately identify the vendor and the employees' name(s).
- (5) It shall prohibit the furnishing, by the Bottler of free or discounted vended products to University employees or personnel, or to customers as a direct operating expense applicable to sales or commissions under this Agreement.
- (6) It shall service vending machines only during normal building hours. The University will notify the Bottler of any changes in building hours due to vacations, holidays, semester breaks, etc. The University may issue keys or ID entry cards as deemed appropriate for servicing vending machines. The Bottler will be responsible for ensuring the security and appropriate use of these keys.

- (7) Neither Company nor Bottler will be liable to University or any Concessionaire for loss of sales or profit arising out of reasonable delays in providing service to equipment on Campus.
- (8) It will accept sole responsibility regarding theft or damage to vendor's equipment unless damage is due to misuse by University or its Concessionaire. The University will exercise its security measures in regard to the vendor's equipment.

(F) Repairs and Service

- (1) Company or Bottler as applicable, will be required to respond to all service calls within 4 hours and repair all malfunctioning equipment, including debit/credit card readers if applicable, within 48 hours or to replace the equipment. Sponsor shall have a repair person on site at each University home football game and at other times as directed by the University in accordance with the existing service agreements with the University's current foodservice Concessionaire and Company. The Bottler is to maintain a 24-hour answering service and provide a sticker on vending machines with the 24-hour toll free phone number. One stand-by service technician will generally be available for up to one hour before a football game and for two hours during the football game to ensure that equipment is performing and serving a quality fountain beverage.

Company will provide at no charge regular mechanical repair reasonably needed for Fountain Beverage dispensing equipment. Replacement parts associated with the service calls for regular mechanical repair will also be provided without charge. Service necessitated by damage or adjustments to the equipment resulting from misuse or abuse, failure to follow operating instructions, service by unauthorized personnel, are not considered regular service and will not be provided free of charge and will be charged at the Company's then current hourly service rate. Fountain equipment installation and consequent service of Coca-Cola owned fountain equipment will be executed through the existing service agreements with the University's third party concessionaire and Company. If in the event University is not utilizing the services of a third party concessionaire for any of their facilities, then Company will provide, install and service Company owned fountain equipment at no charge to the University. All service for Company-owned fountain equipment will be access through the use of the Company's 24 hours toll-free service network, 1-800-241-2653.

- (2) **Repair and Maintenance** – If for any reason a vending machine (including the coin and bill mechanisms and debit/credit card readers, if applicable) is inoperable for longer than two consecutive days (48 hours), the Bottler must either make the machine operable or replace the machine

with like equipment of good mechanical condition. In addition, the University reserves the right to require the Bottler to replace any piece of equipment with a poor history of mechanical operation or whose physical condition is unsatisfactory.

- (3) **Refunds** – Bottler shall provide a procedure to accommodate vending machine refunds at designated locations across campus and advertise those locations appropriately.

(G) Product

- (1) Company and/or Bottler will identify and provide, or offer to provide, at the University's option, all Company Beverages packaged, manufactured or distributed by or otherwise available (i.e., through contracts, partnerships, alliances or other cooperative efforts). Company and Bottler shall provide a minimum of five (5) nationally branded products, including diet and non-caffeinated selections. The University and Sponsor will mutually agree on the final determination of the mix of branded products included on the shelf. Company and/or Bottler shall provide all signage or product labeling to advertise the product provided hereunder. The University reserves the right to specify which beverages shall be made available at particular locations on Campus. Current product selections available to University at the time of signing this Agreement are as set out in Exhibit C.

9. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR

- (A) Exclusive Rights. Subject to the terms herein, Sponsor has exclusive marketing, advertising, and promotional rights in the Beverage category regarding: the University, the Campus, all intercollegiate athletic teams and University varsity athletic coaches associated with the University (the "University Teams"), and all University Marks owned or controlled by University. Sponsor's rights shall apply to television, radio, print, signage, electronic and all other media, whether now or hereafter known.
- (B) Promotional Rights. Sponsor has the right to market, advertise, and promote Company Beverages in association or connection with University, the Campus, the University Teams, and the University Marks, subject to the terms herein.
- (C) University's Approval Rights. University has the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any items created by Sponsor that incorporate any of the University Marks and (iii) any promotional activity proposed for on or off campus. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus, and the University Marks. For the

purposes of this Agreement, University may withhold its approval in the following instances:

- (1) University determines that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
 - (2) University determines that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University or its existing sponsors. Notwithstanding the foregoing, University agrees that it may not withhold approval of a submission that includes Sponsor and University names or marks solely because the submitted material will be displayed or available or advertised as being available at the location of a customer who is not also a sponsor of University. However, upon University's reasonable request, Sponsor will not place and/or will remove such promotional material with a customer who customarily operates in a trade channel where University already has an exclusive sponsor.
- (D) Submissions under sub-section 9(C) above should be provided to both contract administrator Kim Thomas (kthomas@boisestate.edu ph: 208 426 3048) and Director of Trademark Licensing, Rachael Bickerton (rachaelbickerton@boisestate.edu cc licensing@boisestate.edu ph: 208 426 1358) with a copy to Athletics if applicable. Provided that a submission is made to both Kim Thomas and Rachael Bickerton, University has 10 business days from receipt by contract administrator and Director of Trademark Licensing, to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor shall provide a second notice to Kim Thomas and Rachael Bickerton regarding the submission. If within 5 business days after receipt of the second notice University has not responded to the submission, Sponsor's submission will be deemed automatically approved by University. Sponsor will have the right to use any previously approved Designations or other materials approved in accordance with sub-section 9(C) above without having to again seek University's approval, provided that such approval relates to materials produced within the same Agreement Year. For the avoidance of doubt, all materials will require approval on a yearly basis, even if they had been previously been approved in preceding Agreement Years.
- (E) License. University hereby grants Sponsor a worldwide license, irrevocable during the Term, to use the University Marks for the purposes of marketing, advertising, and promoting Company Beverages subject to the terms herein. This license is royalty-free, except as otherwise provided under Section 9(M)(2) below. Such license gives Sponsor the right to use the University

Marks in or on all of Sponsor's advertising, promotional and packaging, and merchandising materials and activities, including:

- point-of-sale materials and vender fronts;
- cups, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging;
- broadcast, print, electronic and all other forms of media.

(F) Retail Customers. Subject to University approval, Sponsor has the right to undertake promotions regarding Company Beverages at or in connection with University, including promotions with Sponsor's retail customers in all channels of trade including without limitation

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;
- Drug retailers;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- and sports venues,

and to use the University Marks for such purposes. Provided that Sponsor notifies University, Sponsor may display promotional items, merchandise or point of sale materials which include Sponsor and University Marks in customer locations regardless of whether the customer is also a sponsor of University. Sponsor may advertise the availability of promotional items or merchandise which include Sponsor and University's Marks at third party or customer locations regardless of whether the customer is also a sponsor of University, provided that such advertising does not imply any association with the University or endorsement of or sponsorship between such customer or other third party and University. Notwithstanding the preceding sentence, Sponsor may not include customers' or other third party logos or name or other trademarks on promotional items, merchandise or point of sale materials together with University Marks unless University approves of such promotional items, merchandise or point of sale materials.

(G) Sponsorship Designations. Sponsor has the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Teams in accordance with the Designation rights granted hereunder.

- (H) Sampling and Surveying. Subject to the approval rights set forth in paragraph 9(C) above, Sponsor has the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes.
- (I) Approved Cups. Except for the Permitted Exceptions and catering bar disposables, all Beverages sold, distributed, or served on Campus in disposable vessels will be served in Company approved cups bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface as depicted on Exhibit F ("Approved Cups"). All collectible non-disposable cups will bear exclusively Company or Company and University trademarks on a mutually-agreed portion of the exterior cup surface unless otherwise agreed by the parties.
- (J) Point of Sale Materials. Company Marks will be prominently displayed on menu boards, where possible, and on dispensing equipment at foodservice/concession locations where Company's Beverages are available, and on Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at foodservice and concession locations on Campus.
- (K) Sideline Rights. University will use cups, coolers and equipment featuring POWERADE brand trademarks as provided as per section 5 (J)-- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company will also make such Company Beverage available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms. Company acknowledges that opposing/visiting teams may provide their own team/staff with other or competitive-branded products in competitive-branded containers; such action by opposing/visiting team is permitted.
- (L) Hawking. In the event that University decides to "hawk" products at events on Campus and subject to the Permitted Exceptions, University will sell Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages will be hawked in the stands at events when appropriate. This decision will be made by the University in consultation with Bottler and will generally be based on attendance and anticipated sales.
- (M) Premiums and Retail Licensed Merchandise.
- (1) Premiums/Retail Merchandise. For purposes of this Agreement, "Premiums" means those items of merchandise (not including cups, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; vender fronts; and all advertising or

promotional materials) that (a) are given away free of charge in connection with the promotion of Company Beverages or sold at a subsidized price in connection with the sale of Company Beverages at any step in the distribution process, and (b) bear Company's Mark or a Mark for a Company Beverage together with a University Mark. Premiums must be sourced by a licensed vendor and the per item cost to Sponsor will be net of any royalties payable to University. No royalties are payable to the University or any third party on such premium items regardless of whether the Premiums are distributed on Campus or off Campus. University shall have the right to approve the items to be offered as Premiums and the associated artwork.

- (2) Retail Sales of Licensed Merchandise. If Sponsor desires to sell at retail items of merchandise bearing Company Marks and University Marks, Sponsor will source such merchandise from authorized University licensees or, if no licensee exists for the item of merchandise, pay royalties to University at negotiated rates to be no less than the then current standard license royalty. All other terms of such retail licensed merchandise sales will be mutually agreed between University and Sponsor. University shall have the right to approve the items to be offered as Retail Merchandise and the associated artwork.
- (N) Internet Advertising. University will acknowledge Sponsor's sponsorship and Company Beverage availability on its Athletics Internet home page. If University places hyperlinks on its Athletics Internet home page, Company may place a hyperlink command on that home page to Company's home page at <http://www.coca-cola.com/> or other Company-designated Company website. Company may also develop a special page advertising Company Beverages on University's Athletics internet site.
- (O) Digital Content. University will provide Sponsor with digital content, which may include video highlights of University events, audio content of University theme songs and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program subject to NCAA rules. University will clear any rights that may be required for such use, and will refresh the digital offerings periodically. Any costs to clear will be paid by Sponsor.
- (P) Coaches. University will make its athletic coaches available for charitable and promotional events as mutually agreed upon by University and Sponsor.

10. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University will provide Sponsor, at no cost to Sponsor, the signage and media/advertising rights, tickets and other inventory described in **Exhibit D**. Such inventory is subject to the following terms:

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for installation, repair and maintenance, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
- (B) Subject to the Permitted Exceptions provisions herein, University agrees that it shall not nor shall it permit Sponsor's signage on Campus to be Blocked. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.
- (C) University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.
- (D) At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

11. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- (A) **By University.** University represents, warrants, and covenants to Sponsor the following:
 - (1) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
 - (2) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
 - (3) **Right to License Marks.** It has the exclusive right to license the University Marks.
 - (4) **Non-Profit Status.** It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.

- (5) **No Conflicting Agreements.** It has not entered into, and during this Agreement's Term will not enter into, either of the following:
- (a) any agreement that would prevent University from complying with this Agreement; or
 - (b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.
- (6) **Compliance by Third Parties.** It will require third parties (possible examples include Concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.
- (B) **By Sponsor.** Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:
- (1) **Authority.** It has the full power and authority to enter into this Agreement.
 - (2) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
 - (3) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

12. MISCELLANEOUS

- (A) **Press Releases.** Neither Company nor Bottler shall in any way or in any form publicize or advertise in any manner the fact that it is providing services to the University without the written approval from the Vice President for Finance and Administration or his/her designated representative. However, nothing shall preclude the Sponsor from listing Boise State University on its routine client list for matters of reference. Any use of the University logo in association with such list shall be approved by University and shall be in the same size as prominence as others on the list. Any and all press releases or comments to the media regarding this Agreement shall be first approved by all the parties hereunder.
- (B) Except as otherwise provided in this Agreement, Company and Bottler must obtain the University's specific written consent to use the University's name or any of its registered trademarks in connection with any advertising or promotions, which are not directly related to the University.

(C) Bottler shall, at no expense to Boise State University, procure and maintain through the term of this Agreement:

(1) Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence Combined Single Limits (CSL) for Property Damage and Bodily Injury Liability, including Products/Completed Operations Liability, Blanket Contractual Liability and Personal Injury Liability. If an annual aggregate is used each annual aggregate limit shall not be less than \$2,000,000 when applicable and will be endorsed to apply separately to each job site or location;

(2) Automobile Liability Insurance including non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence (CSL) for Property Damage and Bodily Injury;

(3) Worker's Compensation - as required by State of Idaho statute including occupational disease. Bottler must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the Bottler has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.

(4) Employer's Liability:

- (i) Bodily Injury by Accident: \$100,000 each accident
- (ii) Bodily Injury by Disease: \$100,000 each employee
- (iii) Bodily Injury by Disease: \$500,000 policy limit

(5) Prior to the commencement of the term of this Agreement, Bottler must deliver or fax to (208) 426-1152 to the Purchasing Department of the University a certificate of insurance with respect to **ALL** such insurance including worker's compensation in a form reasonably satisfactory to the University. The general and automobile liability insurance certificate must name the University and the State of Idaho as additional insured and must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, the Bottler must notify the University in writing, by certified or registered mail, receipt requested, at least thirty (30) days prior to any cancellation or non-renewal of any such insurance. The insurance company providing the general liability insurance certificate must have an insurance company rating of A or higher by either A.M. Best or Standard and Poor's rating bureaus.

- (D) Each of Company, Bottler and University agree to maintain sufficient insurance to adequately protect the respective interests of the parties hereto. A party's insurance coverage will not be construed as a limitation of any potential liability to any of the parties, and failure to request evidence of this insurance will in no way be construed as a waiver of each party's obligation to provide the agreed insurance coverage.

13. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States' mail as follows:

Notice to University:

Boise State University
Vice President of Finance and Administration
1910 University Drive
Boise, ID 83725-1200
208-426-1200 (phone)
208-426-3826 (fax)

With a copy to General Counsel, of the same address (Mail stop 1002)

Notice to Company:

The Coca-Cola Company, acting by and through its Coca-Cola North America Division
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Director, Business Affairs
Fax: (404) 598-0421
Copy to: Senior Marketing Counsel, Coca-Cola North America
Fax: (404) 598-7646

Notice to Bottler:

Swire Pacific Holdings, Inc.
12634 South 265 West
Draper, Utah 84020
Attention: President
Fax: 801-816-5435

14. AUDITING AND ACCOUNTING

- (A) The Bottler will operate on its own credit, with no advance payments from the University.
- (B) All records relating to payments made or the provision of goods or services under this Agreement must be retained by the Bottler, and

accessible to the University for a minimum of five (5) previous years plus the current Agreement year. The University reserves the right to audit during regular business hours upon at least three (3) business days' notice any aspect of the performance of the Agreement. Bottler shall keep full timely and accurate records in accordance with generally accepted accounting practices (GAAP).

- (C)** The books, records, documents, and accounting procedures and practices of the Bottler relevant to this Agreement shall be subject to examination by the University and/or State of Idaho officials during regular business hours upon at least three (3) business days' notice. The Bottler shall:
- (i)** Provide the University and/or its auditor's reasonable facilities for the examination, copying and audit of the books and records at the location where the records are kept in the ordinary course of business.
 - (ii)** Make such returns and reports as are reasonably required or necessary to evaluate Bottler's performance under this Agreement.
 - (iii)** Attend and answer under oath all lawful inquiries related to the Bottler's performance under the beverage services contract..
 - (iv)** Produce and exhibit such books and records, related to this Agreement or the Bottler's performance under this Agreement, as may be desired to be inspected at the location where the records are kept in the ordinary course of business.
 - (v)** In all things related to this Agreement, cooperate with the University and/or its auditors in the performance of its duties.
- (D)** Bottler shall inform the University of the schedule of independent audits of the Sponsor's records and operations, if any. The University shall receive a report of any findings that materially affect the University.
- (E)** The University is on a monthly business cycle with a fiscal year of July 1 through June 30. Bottler shall supply financial data according to this cycle as well as special annual reports and analysis covering its operations under the Agreement no later than July 31st following the end of the fiscal year. All reports shall be provided to the University via an electronic means such as CD and in Microsoft Excel spreadsheet format or other mutually acceptable media.
- (F)** Upon request of the University, the Bottler shall meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results

of the required services included in this Agreement. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

- (G)** Cash shortages from vending machines provided pursuant to the terms of this Agreement are the responsibility of the Bottler. Commissions are payable on collected cash only.
- (H)** Bottler cannot waive commissions in any manner without prior written approval from the Vice President for Finance and Administration or his/her designee.
- (I)** Annual Sales and Marketing Report University shall meet Bottler no less than once annually in the fall to discuss status of the current marketing proposal including sales by location, sales trends compared to prior years, marketing plans for upcoming years, discuss areas that are in need of improvements, equipment location plans, etc.

**THE COCA-COLA COMPANY acting
by and through its COCA-COLA
NORTH AMERICA DIVISION**

BOISE STATE UNIVERSITY

By:
Title:
Date:

By:
Title:
Date:

SWIRE PACIFIC HOLDINGS

By:
Title:
Date:

EXHIBIT A
DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set out below:

1. “Accounting Period” means a one-month period of time, closing on the last business day of the month.
2. “Agreement Year” means each twelve-month period during the Term commencing on July 1st and ending on June 30th.
3. “Beverages” means all non-alcoholic beverages, including but not limited to, natural or artificially flavored drinks carbonated and non-carbonated drinks with nutritive or non-nutritive sweeteners, flavored and/or sweetened mineral water, bottled water, natural or artificially flavored fruit juices, fruit and/or juice-containing drinks and flavored drinks, packaged tea and coffee drinks, isotonic drinks and energy drinks. The term “Beverages” does not include fresh milk or milk-based beverages, hot tea and hot coffee freshly brewed on premise, alcoholic, non-alcoholic or low-alcohol beer, wine or liquor, hot chocolate, bottled office water (i.e. bulk water 5 gallons and above), Sports Nutritional Beverages (as hereafter defined), flavored enhancers, liquid water enhancers, and non-alcoholic beverages sold as “shots” or “supplements.” .
4. “Broadcaster” means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the Internet) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. “Broadcast” has a corresponding meaning.
5. “Campus” means the area of the campuses in Ada County and Canyon County, Idaho (excluding property transferred to the College of Western Idaho) and other real property that the University may own or operate, including but not limited to any and all athletic facilities, business offices, student facilities including residence halls, classrooms, restaurants, concession stands, snack bars, bookstores, and dining halls, and any and all other buildings or facilities owned or operated by of University or which University may acquire, or construct during the Term, and which are operated by or directly in conjunction with the University or over which University has management control. “Campus” includes the Parkcenter Drive building owned by University. Excluded from the contract are leased spaces off University owned land.

6. "Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use to Company
7. "Competitive Products" means all Beverages that are not Company Beverages, and any products, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars").
8. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Boise State University (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Broncos," and (3) "Official" or "Proud" Sponsor of the Boise State Broncos.
9. "In Writing or Written Notice" means any letter or memo sent via fax, U.S. Postal Service, United Parcel Service, FedEx, or via e-mail.
10. "Marks" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party. Examples of University Marks include the Designations; the University's name, logo, and emblems; the Teams' names, uniforms, logos, school colors, mascots, emblems, and the blue turf.
11. "Normal Operation Hours" means unless otherwise stated, the normal operating hours of BSU are to be considered to be 8:00 a.m. until 5:00 p.m. Mountain Time, Monday through Friday, with the exception of State holidays.
12. "Sports Nutritional Beverages" means Beverages, in a ready-to-drink or powder form, that provides a blend of protein, vitamins and minerals used to affect metabolic function, muscular replenishments, as a protein supplement, and/or used for meal replacement, but is not used for or marketed as having hydration benefits and is not marketed as a "water," "Sports Drink" or an "Energy Drink." Current examples of Sports Nutritional Beverages include Core Power, Met-RX®, Muscle Milk®, Gatorade® Nutrition Shake, Ensure®, and Myoplex®. Sports Nutritional Beverage's shall not include Beverages that contain juice, juice concentrate, coffee, or tea as an ingredient.

Exhibit B**Beverage Vending Commissions (for full service vending only)**

Bottler shall pay to University a commission on the sales of all vended beverage products on campus calculated as a percentage of sales and including a guaranteed annual minimum. The Bottler should provide the commission rate per vended beverage item. The Beverage Vending Commissions payable hereunder are set out below:

Package:	<u>Vend Rate</u>	<u>Commission %:</u>
<u>Years 1-5:</u>		
12 oz cans	\$ 1.00	60%
20 oz bottles (SSD & Dasani)	\$1.50	60%
16.9oz Vitamin Water, 20oz POWERADE, 450ml MM	\$1.75	45%
Energy (16 oz)	\$2.25	45%
<u>Years 6-10</u>		
12 oz cans	\$1.25	60%
20 oz bottles (CSD & Dasani)	\$1.75	60%
20oz Vitamin Water & POWERADE, 450ml MM	\$2.00	45%
Energy (16 oz)	\$2.50	45%

Commissions will be paid based on cash collected net of sales tax, recycling deposits or fees, debit card charges, shortages, and any state-mandated deposit fees or other charges where applicable. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler.

Bottler agrees to pay University an annual guaranteed vending commission of \$150,000 in each of years one (1) and two (2), and will increase the Guaranteed Commission by 3% each year starting in year three (3). Commission will be paid monthly as earned on all bottle/can Company Beverages (excluding Odwalla) sold through Bottler's full service vending machines on Campus, computed and payable in accordance with the terms set

forth in Exhibit B. If the full amount of the Guaranteed Commission has not been earned at the end of any Agreement Year, Bottler will pay the remaining portion of the Guaranteed Commission to University no later than twenty (20) days after the end of the applicable Agreement Year. Commissions will be paid based on cash collected, net of sales tax, recycling fees, debit card charges (if applicable), shortages, and any state-mandated deposit fees or other charges. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler.

Bottler shall submit commission payments to the University by the 20th of the month for the previous month. The commission for June shall include the amount needed, if any, to reach the minimum annual commission amount for the prior year. Included with the payment (to be by check) shall be a complete statement showing sales by each machine and location. These statements should also be provided to the University via an electronic means such as CD or other media in a Microsoft Excel spreadsheet format. Bottler and the University will agree on a mutually acceptable reporting format.

Commissions which have not been paid within thirty (30) business days from the due date shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the highest contractual interest rate allowed by the State of Idaho.

On expiration or termination of this Agreement, partial year guarantee minimum commissions due, if any, shall be calculated as the portion of the total number of periods compared to the annual guaranteed commissions for the number of periods for which service was provided.

Checks for rebate payment shall be made payable to Boise State University and forwarded to the Office of the Vice President for Finance and Administration, 1910 University Drive Room 208 Administration Building, Boise, Idaho 83725.

Exhibit C**Product Pricing****PRICE RESPONSE SHEET****Bottle and Can Pricing: Year 1**

Product Category	Unit Size / Style	Variety	Unit Price	Commission %
12 oz cans	24 cans per case	Assorted	\$11.68 per case	N/A (retail)
12 oz Fridgepack cans	24 cans per case	Assorted	\$11.68 per case	N/A (retail)
7.5 oz cans	24 cans per case	Coke, Dt. Coke, Sprite	\$11.68 per case	N/A (retail)
8.5 SSD Aluminum Bottles	24 bottles per case	Coke, Diet Coke, Sprite, Coke Zero	\$21.13 per case	N/A (retail)
355 ml Mexican Imports	24 bottles per case	Coke, Sprite, Fanta	\$20.16 per case	N/A (retail)
500 ml Mexican Imports	24 bottles per case	Coke, Sprite, Fanta	\$23.28 per case	N/A (retail)
20 oz Sparkling Bottles	24 bottles per case	Assorted	\$20.18 per case	N/A (retail)
1 Liter SSD	12 bottles per case	Assorted	\$15.27 per case	N/A (retail)
2 Liter SSD	8 bottles per case	Assorted	\$11.91 per case	N/A (retail)
1.9 oz Dasani Drops	6 squeeze bottles per case	Assorted	\$15.84 per case	N/A (retail)
12 oz Dasani Water	24 bottles per case	N/A	\$11.36 per case	N/A (retail)
.5 liter Dasani Water	24 bottles per case	N/A	\$16.49 per case	N/A (retail)
20 oz Dasani Water	24 bottles per case	N/A	\$13.64 per case	N/A (retail)

1 liter Dasani Water	12 bottles per case	N/A	\$11.18 per case	N/A (retail)
500 ml Evian Water	24 bottles per case	N/A	\$27.27 per case	N/A (retail)
1 Liter Evian Water	12 bottles per case	N/A	\$23.05 per case	N/A (retail)
20 oz Glaceau Smartwater	24 bottles per case	N/A	\$24.27 per case	N/A (retail)
700 ml Glaceau Smartwater	24 bottles per case	N/A	\$24.82 per case	N/A (retail)
1 liter Glaceau Smartwater	12 bottles per case	N/A	\$16.50 per case	N/A (retail)
16.9 oz Glaceau Vitaminwater	24 bottles per case	Assorted	\$24.96 per case	N/A (retail)
20 oz Glaceau Vitamin Water	24 bottles per case	Assorted	\$26.48 per case	N/A (retail)
32 oz Glaceau Vitamin Water	12 bottles per case	Assorted	\$23.18 per case	N/A (retail)
11.2 oz Zico Coconut Water	12 tetra packs per case	Natural	\$15.96 per case	N/A (retail)
14 oz Zico Coconut Water	12 bottles per case	Natural, Chocolate	\$20.64 per case	N/A (retail)
1 liter Zico Coconut Water	12 tetra pouches per case	Natural	\$40.08 per case	N/A (retail)
11.5 oz Core Power	12 bottles per case	Assorted. Light and regular	\$27.00 per case	N/A (retail)
Campbell's V-8 12 oz bottles	12 bottles per case	Vegetable, Spicy	\$17.05 per case	N/A (retail)
V-8 Fusion 12 oz bottles	12 bottles per case	Strawberry Banana, Pomegranate	\$17.05 per case	N/A (retail)
V-8 Splash 16 oz bottles	12 bottles per case	Tropical Blend, Berry Blend, Strawberry Kiwi	\$17.05 per case	N/A (retail)

12 oz Minute Maid Natural Energy	12 bottles per case	Assorted	\$12.69 per case	N/A (retail)
Minute Maid Juice .450 ml.	24 bottles per case	Assorted	\$25.37 per case	N/A (retail)
20 oz Powerade	24 bottles per case	Assorted	\$20.73 per case	N/A (retail)
32 oz Powerade	15 bottles per case	Assorted	\$16.19 per case	N/A (retail)
2 gal Powerade powder mix	8 cans per case	Assorted	\$29.99 per case	N/A (retail)
5 gal Powerade powder mix	1 pouch per case	Assorted	\$11.99 per case	N/A (retail)
16.9 oz Gold Peak Tea	12 bottles per case	Assorted	\$14.36 per case	N/A (retail)
16.9 oz Honest Tea/ Ade	12 bottles per case	Assorted	\$14.76 per case	N/A (retail)
23 oz Peace Tea	12 cans per case	Assorted	\$7.83 per case	N/A (retail)
16.9 oz Fuze	12 bottles per case	Assorted	\$16.48 per case	N/A (retail)
9.6 oz Monster Xpresso	24 cans per case	Xpresso	\$42.44 per case	N/A (retail)
12 oz Monster Nitrous	24 cans per case	Assorted	\$46.35 per case	N/A (retail)
15 oz Monster Java	12 cans per case	Assorted	\$20.60 per case	N/A (retail)
550 Monster Import	24 cans per case	Assorted	\$46.35 per case	N/A (retail)
16 oz Monster	24 cans per case	Assorted	\$38.61 per case	N/A (retail)
16 oz Full Throttle Energy	24 cans per case	Assorted	\$37.51 per case	N/A (retail)
16 oz Nos Energy	24 cans per case	Assorted	\$37.51 per case	N/A (retail)
22 oz. Nos Energy	12 bottles per case	Assorted	\$26.48 per case	N/A (retail)

Ancillary Product Pricing Year 1				
16 oz cups	(1,000) 16 oz cups per case	N/A	\$47.09 per case	N/A (retail)
16 oz compostable cups	(1,000) 16 oz cups	N/A	\$61.22 per case	N/A (retail)
21 oz cups	(1,000) 21 oz cups per case	N/A	\$52.31 per case	N/A (retail)
21 oz compostable cups	(1,000) 21oz cups per case	N/A	\$69.88 per case	N/A (retail)
24 oz cups	(1,000) 24 oz cups per case	N/A	\$61.86 per case	N/A (retail)
32 oz cups	(480) 32 oz cups per case	N/A	\$40.48 per case	N/A (retail)
32 oz compostable cups	(500) 32 oz cups per case	N/A	\$57.69 per case	N/A (retail)
44 oz cups	(480) 44 oz cups per case	N/A	\$52.70 per case	N/A (retail)
16/21/24 oz lids	(2,000) lids per case	N/A	\$33.34 per case	N/A (retail)
16/21 oz compostable lids	(2,000) lids per case	N/A	\$38.70 per case	N/A (retail)
32 oz lids	(960) lids per case	N/A	\$40.48 per case	N/A (retail)
32 oz compostable lids	(960) 32 oz lids per case	N/A	\$33.38 per case	N/A (retail)
44 oz lids	(960) 44 oz lids per case	N/A	\$31.18 per case	N/A (retail)
10 inch Wrapped Straws	(6,000) straws per case	N/A	\$70.96 per case	N/A (retail)
20 lb. CO2	1 tank	N/A	\$17.90 per tank	N/A (retail)
35 lb. CO2	1 tank	N/A	\$25.00 per tank	N/A (retail)
Premix Tanks	5 gallon Tank	Assorted	\$23.87 per (1)	N/A (retail)

			tank	
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* All Bottle/Can and Ancillary prices may be adjusted on an annual basis. Price increases will be communicated by November 15 of each Agreement Year and become effective on July 1 of each Agreement Year. If the parties are unable to reach an agreement regarding price increases, increases shall not exceed 4% of the previous year's prices.

If during the Term University elects to self-operate any or all of its food service locations, Bottler will extend to University the pricing and terms then in effect with respect to the Concessionaire operating those locations, including the same schedule and amount of price increases as detailed above for Bottle/Can and Ancillary Products.

Foodservice, Odwalla and Minute Maid Pricing Year 1: See next page

Product Category	Unit Size / Style	Variety	Unit Price	Commission %
Sparkling	5 Gal BIB	Coca-Cola, diet Coke, Sprite, cherry Coke, Pibb Xtra, Fanta orange, CF Barq's,	\$61.20	N/A
Sparkling	2.5 Gal BIB	CF Coke, CF diet Coke, Coke Zero, diet Coke w/lime, Sprite Zero, Fresca, Barq's red crème, Mello Yello, Seagram's tonic, Seagram's ginger ale	\$31.95	N/A
Still	5 Gal BIB	Minute Maid lemonade, Hi-C lemonade, Hi-C fruit punch, Nestea raspberry, Nestea unsweetened	\$61.20	N/A
Still	2.5 Gal Bib	POWERADE fruit punch, POWERADE mountain blast	\$31.95	N/A
Premium Still	2.5 Gal BIB	Minute Maid Light	\$33.25	N/A
Iced Teas	2.5 Gal BIB	Gold Peak sweet black	\$31.95	
Iced Teas	2.5 Gal BIB	Gold Peak sweet green	\$33.25	N/A
Iced Teas	2.5 Gal BIB	Gold Peak premium unsweetened	\$31.00	N/A
Juice	2.5 Gal BIB	Orchard's Best orange juice blend	\$70.76	N/A
Juice	2.5 Gal BIB	Orchard's Best apple	\$73.28	N/A
Juice	2.5 Gal BIB	Orchard's Best cranberry	\$49.93	N/A

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Juice	2.5 Gal BIB	Southern Sun sour	\$40.37	N/A

Odwalla Pricing Year 1

Product Category	Size	Variety	Unit Price	Commission %
Pure Juice	12 oz	Pure Squeezed Orange	\$1.76	N/A
Pure Juice	12 oz	Pure Pressed Carrot	\$1.76	N/A
Quencher	12 oz	PomaGrand Limeade	\$1.76	N/A
Smoothie	12 oz	Mango Tango®	\$1.76	N/A
Smoothie	12 oz	Strawberry Banana	\$1.76	N/A
Smoothie	12 oz	Citrus C Monster®	\$1.76	N/A
Smoothie	12 oz	Strawberry C Monster®	\$1.76	N/A
Smoothie	12 oz	Wellness (seasonal Sep-Apr)	\$1.76	N/A
Superfood	12 oz	Blueberry B Superfood®	\$1.76	N/A
Superfood	12 oz	Mo' Beta Superfood®	\$1.76	N/A
Superfood	12 oz	Superfood™	\$1.76	N/A
Superfood	12 oz	Berries Go Mega Superfood	\$1.76	N/A
Superfood	12 oz	Red Rhapsody Superfood	\$1.76	N/A
Superfood	12 oz	Pink Poetry Superfood (seasonal Sep-Nov)	\$1.76	N/A
Protein	12 oz	Super Protein™	\$1.76	N/A
Protein	12 oz	Vanilla Al'Mondo Super Protein	\$1.76	N/A
Protein	12 oz	Pumpkin Super Protein (seasonal Sep-Nov)	\$1.76	N/A
Protein	12 oz	Vanilla Protein Monster	\$1.76	N/A
Protein	12 oz	Chocolate Protein Monster	\$1.76	N/A
Protein	12 oz	Strawberry Protein Monster	\$1.76	N/A
Energy	12 oz	Serious Energy	\$1.76	N/A
Refresher	12 oz	Pear Berry Jive Smoothie Refresher	\$1.76	N/A
Refresher	12 oz	Mixed Berry Shuffle Smoothie Refresher	\$1.76	N/A
Refresher	12 oz	Mango Lime Twist Smoothie Refresher	\$1.76	N/A
Kid's Pack	6.75oz Box	Grape Berry Prairie	\$1.07	N/A
Kid's Pack	6.75oz Box	Mango Pineapple Island	\$1.07	N/A
Kid's Pack	6.75oz Box	Strawberry Banana Jungle	\$1.07	N/A
Pure Juice	64 oz	Pure Squeezed Orange	\$5.25	N/A
Pure Juice	64 oz	Organic Pure Pressed Carrot	\$5.24	N/A
Pure Juice	64 oz	Pure Pressed Carrot	\$4.43	N/A
Pure Juice	64 oz	Pure Squeezed Grapefruit	\$4.43	N/A
Pure Juice	64 oz	Pure Squeezed Tangerine (seasonal Nov-Mar)	\$4.43	N/A
Pure Juice	64 oz	Pure Pressed Apple	\$4.43	N/A

ATTACHMENT 1

Quencher	64 oz	Lemonade (seasonal May-Sep)	\$4.43	N/A
Quencher	64 oz	Summertime Lime (seasonal May-Sep)	\$4.43	N/A
Quencher	64 oz	PomaGrand Limeade	\$4.43	N/A
Smoothie	64 oz	Mango Tango®	\$5.06	N/A
Smoothie	64 oz	Strawberry C Monster®	\$5.06	N/A
Superfood	64 oz	Superfood™	\$5.06	N/A
Superfood	64 oz	Blueberry B Superfood®	\$5.06	N/A
Pure Blend	64 oz	PomaGrand-Pomegranate Juice	\$8.98	N/A
All Other	64 oz	Pure Lemon HG - 4602	\$5.54	N/A
All Other	64 oz	Pure Lime HG - 4802	\$6.44	N/A
Pure Juice	128 oz	Pure Squeezed Orange	\$6.80	N/A
All Other	128 oz	LEMONADE BASE 46% LEMON JC GAL	\$9.00	N/A
Superfood	Caddy (15 ct)	Strawberry Pomegranate	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Superfood	Caddy (15 ct)	Superfood™	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Superfood	Caddy (15 ct)	Berries Go Mega	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Superfood	Caddy (15 ct)	Blueberry Swirl	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Protein	Caddy (15 ct)	Super Protein™	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Protein	Caddy (15 ct)	Chocolate Chip Peanut	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Protein	Caddy (15 ct)	Chocolate Peanut Butter Protein	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Nourishing	Caddy (15 ct)	Banana Nut	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Nourishing	Caddy (15 ct)	Choco Walla	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Fiber	Caddy (15 ct)	Dark Chocolate Walnut	\$12.60	N/A
"	Bar (2.0 oz)	"	\$0.84	N/A
Chewy Nut	Caddy (15 ct)	Sweet & Salty Peanut	\$12.60	N/A
"	Bar (1.6 oz)	"	\$0.84	N/A
Chewy Nut	Caddy (15 ct)	Sweet & Salty Almond	\$12.60	N/A
"	Bar (1.6 oz)	"	\$0.84	N/A
Chewy Nut	Caddy (15 ct)	Chocolate Trail Mix	\$12.60	N/A
"	Bar (1.6 oz)	"	\$0.84	N/A
	Caddy (15 ct)	White Chocolate Macadamia	\$12.60	N/A
Juice	13.5oz	Simply Orange Original	\$1.30	N/A
Juice	13.5oz	Simply Lemonade	\$1.30	N/A
Juice	13.5oz	Simply Limeade	\$1.30	N/A
Juice	13.5oz	Simply Raspberry Lemonade	\$1.30	N/A

Juice	13.5oz	Simply Cranberry Cocktail	\$1.30	N/A
Juice	13.5oz	Simply OJ with Mango	\$1.30	N/A
Juice	13.5oz	Simply Apple	\$1.30	N/A

Price increases for National Account Fountain Syrup Pricing become effective January 1st of each calendar year. Any sub-contractors will receive national account pricing in accordance with their respective agreements with Company. Fountain Syrup Pricing, Minute Maid Orchard's Best and Odwalla Product Pricing and increases will be consistent with Concessionaire's national contract. If during the Term the University elects to self-operate any or all of its food service locations, Company will extend to University the pricing and terms then in effect with respect to the Concessionaire operating those locations, to include the same schedule and amount of price increases for Fountain Syrup Pricing and Minute Maid Orchard's Best Products

Should the University choose to self-operate foodservice locations on Campus, Odwalla pricing would revert to National Account Foodservice Pricing. Odwalla's pricing may be increased at a maximum of 3% each calendar year to cover Odwalla's material and operating costs. Odwalla agrees that it will not increase its pricing by more than 3% over its pricing for the immediately preceding Agreement Year, except in the event of a substantial and unforeseen material increase in cost of goods, production or transportation. In the event of a substantial and unforeseen material increase in Odwalla's costs requiring an increase in pricing of more than 3%, Odwalla will provide University with written documentation of such cost increases. Odwalla will give forty-five (45) days written notice of such increase. Any price increases will be proposed by November 15th for the first Monday following the end of spring semester.

Company and Bottler acknowledge that the University currently distributes and sells beverages through the following operations: vending, concessions, catering, resident hall dining and retail. The current food services contractor on the campus is Aramark whose contract extends at least through the year June 30, 2016. Aramark, through their subcontractor, Canteen Corporation, provides non-beverage vending. In the event of a change in the University's contract food services contractor, this Agreement will remain in full effect.

As specified above, Company and Bottler acknowledge that the University currently has a Concessionaire operating its facilities on Campus. That Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire. If University engages any other Concessionaire(s) to operate on Campus, Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire(s), provided, however, that such separate terms shall not exceed the pricing as set forth in this Agreement and any subsequent agreed upon price increases.

Exhibit D

BENEFITS OF ATHLETICS SPONSORSHIP

Each Agreement Year during the Term of this Agreement, University will provide to Sponsor the following benefits as corporate partner of Bronco Athletics as part of the beverage services contract:

Bronco Stadium Signage:

Static Signage

Prominent static or digital ad panel on Bronco vision video Board

One (1) front lit, 7 x 14 Stadium Exterior Sign facing Broadway Avenue

Digital Signage

One (1) LED Digital Ribbon Board Package

One (1) TV Viewable Field Level Digital End Zone Package

Taco Bell Arena Signage

Prominent presence on center hung video Bronco Vision Video Board

Prominent static or digital ad panel on mezzanine

Three (3) 3 x 6 non TV viewable, courtside rotational signage panels

Additional Signage

Presence on official Boise State Media Backdrop

- Football home and away post-game press conferences
- Including but not limited to televised post-game press conferences in all sports and athletic department news press conferences

One (1) 3 x 9 static ad panel, Boas Soccer and Tennis Complex scoreboard

One (1) 4.5 x 5 static ad panel at Jacksons Indoor Track

Football Promotions

Replay banner package on Bronco Vision Video Board for all football and basketball games

Sampling and vehicle display opportunity in Hall of Fame Plaza before all home football games

One (1) in game promotion for football and basketball home games

- Includes on field access, Bronco vision video Board and full LED digital ribbon board access
- Football – all home games per season
- Basketball – eight (8) men's and eight (8) women's basketball games per season
- Partner may have exclusive access to entire ribbon board as part of in game feature (football)

Bronco Radio Network

Network Entitlement

- Bronco Radio Network to be branded – Partner Bronco Radio Network

- Multiple in game identifications as the Partner Bronco Radio Network, football, men's and women's basketball radio game broadcasts as well as football and basketball coaches shows
 - Opening and closing billboards identified as Partner Bronco Radio Network
- Two (2) :30 second spots, in game for all FB, MBB, WBB game broadcasts on Partner Bronco Radio Network
- Two (2) :10 second live reads during all Partner Bronco Radio Network broadcasts

Print

- One (1) full page color ad in all FB and BB game programs
- Logo presence on all schedule cards, schedule magnets, team schedule posters and season ticket mailer envelopes
- One (1) mailer insert in FB and BB season ticket mailings

Internet

Broncosports.com:

- Permanent logo presence on broncosports.com
- Click-through rotational ad combo
- Banner, story board, sky scraper
 - 12 months/1,000,000 guaranteed impressions

Merchandise

Each Agreement Year, Sponsor will receive Boise State Bronco athletic merchandise with a value of \$1,500 to be used for promotional purposes.

Each Agreement Year, Sponsor will receive autographed merchandise (Head Football Coach signed footballs etc) of a nature and in an amount to be mutually agreed upon between Sponsor and University.

Tickets and Hospitality

- Two (2) Spots reserved on team charter plane to be a TBD away football game
- Four (4) Pre-game sideline passes for all home FB games
- Four (4) BAA parking passes to all FB and MBB home
- Two (2) VIP reserved parking passes through club seat program for all home FB games
- Twelve (12) VIP season tickets to Boise State Athletic events
- Four (4) Club Seats, Stueckle Sky Center for all home FB games
- 100 FB season tickets in Section 129
- 100 FB season tickets in North End Zone
- Fifty (50) additional tickets to one home FB game

Six (6) BAA memberships tied to season tickets (listed above)

Sponsor will be entitled to purchase bowl game or post season tournament tickets for any sport in which a University athletic team is participating up to 20 football bowl game seats and 4 men's basketball tournament seats.

EXHIBIT E

COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT
BOISE STATE UNIVERSITY

1. **LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment because Lessee breached the Sponsorship Agreement or the terms of this Lease prior to 100 months from the Commencement Date for that piece of Equipment, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g. pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
3. **USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
4. **WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. SINCE COMPANY DOES NOT MANUFACTURE OR SERVICE THE EQUIPMENT, COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
5. **MAINTENANCE AND REPAIRS.** Lessee's recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment to the extent that Company was not the entity performing such maintenance or repair and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions under such circumstances.

6. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment shall be borne by Lessee unless caused by equipment malfunction or reasonable wear and tear. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
7. **DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within thirty (30) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
8. **LIQUIDATED DAMAGES.** If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear and damage caused by equipment malfunction excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
9. **OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IDAHO.

EXHIBIT F

APPROVED CUP DESIGN



EXHIBIT G

MODIFIED STATE OF IDAHO TERMS AND CONDITIONS

The following Modified State of Idaho Terms and Conditions ("Terms and Conditions") shall apply to the beverage service agreement (RFP TS13-035) between The Coca-Cola Company ("Coca-Cola" or "Company"), Swire Pacific Holdings, Inc. ("Bottler"), and Boise State University ("State," or "State of Idaho" or "University"). Unless otherwise specifically noted, as used herein, the term "Sponsor" shall refer to Company and Bottler, collectively.

1. **DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.
 - A. Agreement – The Agreement ("Agreement") resulting from RFP TS13-035, consists of these Terms and Conditions and the Beverage Services Agreement among The Coca-Cola Company, Swire Pacific Holdings, Inc., and Boise State University (the "Beverage Services Agreement"). The Agreement shall also include any amendments mutually agreed upon by both parties.

Any inconsistency between or among any of the above incorporated documents will be decided in the following order of precedence:

1. These Terms and Conditions;
 2. Beverage Services Agreement;
- B. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
 - C. State – The State of Idaho including each agency unless the context implies other states of the United States.

2. **REMEDIES FOR LOSS OF RIGHTS; TERMINATION:**

- (a) In addition to any other legal or equitable remedy, University will have the right to terminate this Agreement upon forty-five (45) days' written notice to Company and Bottler at any time if:
 - (i) Either Company or Bottler fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in Section (a); or
 - (ii) Either Company or Bottler breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section (a).
 - (iii) If the Agreement is terminated pursuant to clause (i) or (ii) of this Section 2(a), the State, upon termination for default or non-compliance, reserves the right to

take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

- (b) In addition to any other legal or equitable remedy, Sponsor will have the right to terminate this Agreement upon forty-five (45) days' written notice to University at any time if:
 - (i) University breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section (b); or
 - (ii) University's right to convey any of the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or
 - (iii) Any material component of the Campus is closed for a period of more than one hundred twenty (120) days, whether or not such closure is due to a cause beyond the reasonable control of University. For the purposes of the parties' agreement, the term "material component" shall refer to a major campus facility, program, or operation, the existence of which formed a substantial basis for Sponsor's bid. Examples include, without limitation, Bronco Stadium, Taco Bell Arena, the Men's Football and Basketball programs, Campus Housing, and University Dining Services. A "material component" shall not include any facility, program, or operation which, by itself (i.e., when not combined with other programs, facilities, or operations), did not provide a material basis for Sponsor's bid, or which, if eliminated, does not result in a material reduction in Beverage sales when compared to the same period 12 months earlier. Without limiting the foregoing, "material components" shall specifically not include (a) facilities, programs, or operations which, by their nature, or by virtue of normal and customary operations, trends or uses, close or substantially close for protracted periods of time, such as during the summer, (b) facilities, programs or operations which are sold or transferred and not further used by the University, (c) academic programs which are eliminated or transferred to another institution, (d) facilities that are temporarily or permanently closed for demolition, remodeling, abatement, or improvements, if programs normally housed in such facilities are relocated either permanently or temporarily to another location on Campus pending completion of such activities, (e) normal periods of reduced usage or non-use of certain facilities (e.g., Bronco Stadium during the Spring or Summer), (f) any facility leased by the University, and (g) any athletic program that may be eliminated, other than Men's football and basketball.

- (c) Upon termination of this Agreement for any reason provided under section 2(b), above, University will refund the unearned portion of all fees payable by Coca-Cola under the Agreement (collectively, the "**Annual Fees**") with respect to the Agreement Year in which termination occurs, and the unearned portion of the card reader support. The Annual Fees for each Agreement Year will be deemed "earned" pro rata on a daily basis during such Agreement Year, up to the date of termination or, if earlier, the date of any breach hereunder by University. The debit card reader support will be deemed "earned" pro rata on a daily basis during the entire ten-year term of the Agreement, up to the date of termination or, if earlier, the date of any breach hereunder by University. Bottler's obligation to pay a Guaranteed Commission for the Agreement Year of termination shall also be limited to that portion of the Guaranteed Commission "earned" pro rata on a daily basis during such Agreement Year, up to the date of termination or, if earlier, the date of any breach hereunder by University which formed the basis of such termination.

Sponsor, upon termination pursuant to Section 2(b), reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

- (d) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than ninety (90) consecutive days, Coca-Cola may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of University.
- (e) If (i) any of the rights granted to Coca-Cola herein are materially restricted or limited during the Term as a result of (i) the closing of any material component of the Campus, or (ii) the Football Team fails to play all of its scheduled conference home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season (whether or not such failure to play is due to a cause beyond the reasonable control of University, including a strike or other work stoppage), then in addition to any other remedies available to Coca-Cola, Coca-Cola may elect, at its option, to adjust the Annual Fees and Guaranteed Commissions to be paid to University for the then remaining portion of the Term (and University will pay to Coca-Cola a pro rata refund of any prepaid amounts) to reflect the diminution of the value of rights granted hereunder to Coca-Cola. In the event Coca-Cola elects to exercise its right to such adjustment and refund, University may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Coca-Cola of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Coca-Cola may terminate this Agreement.
- (f) The parties acknowledge that the rights granted to Coca-Cola herein are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, University acknowledges and agrees that, in addition to any other available remedies, in the event of a material limitation of any of Coca-Cola's rights hereunder, Coca-Cola will be entitled to seek and obtain equitable relief, including an injunction requiring University to comply fully with its obligations under this Agreement.
- (g) University recognizes that Coca-Cola has paid valuable consideration to ensure an exclusive associational relationship with University, the Teams, the University Marks, and the Campus with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Coca-Cola's valuable rights. Accordingly, University will promptly oppose Ambush Marketing known to the University and take all reasonable steps to stop Ambush Marketing known to the University and to protect the exclusive associational rights granted to Sponsor by University in this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other parties of such activity immediately upon learning thereof. **"Ambush Marketing"** means an attempt by a third party, including any Broadcaster, without Coca-Cola's consent, to associate Competitive Products with the Campus, the University, the University Marks, or any Team, or to suggest that Competitive Products are endorsed by or associated with University, the Campus, the University Marks, and/or any Team by referring directly or indirectly to University, the Campus, or the University Marks, and/or the Teams.

3. **RENEWAL OPTIONS:** As outlined in Section 3 of the Beverage Services Agreement.
4. **PRICES:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the State in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery to the F.O.B. destination address, prepaid and allowed. If installation is requested by the State or specified in the State's solicitation documents, pricing shall include all charges associated with a complete installation at the location specified.
5. **CHANGES/MODIFICATIONS:** Changes of specifications or modification of this Agreement in any particular can be affected only upon written consent in writing, upon mutual agreement of the Sponsor and the University.
6. **CONFORMING PROPERTY:** The Property shall conform in all respects with the specifications or the State's solicitation documents. In event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services.
7. **OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.
8. **CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the State is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Company or Bottler or with the employment of labor or the incurring of expenses by the Company or Bottler. Company and Bottler are independent contractors in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind, resulting from their respective negligent acts or omissions, willful misconduct, or that of their respective employees and agents. Each of Company and Bottler shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to it or its employees engaged in performance under this Agreement. Each of Company and Bottler will maintain any applicable workman's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. Each of Company and Bottler must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State does not assume liability as an employer.
9. **ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** Acceptance of this Agreement binds Sponsor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973).

Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. Sponsor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. Sponsor must include this provision in every subcontract relating to this Agreement.

10. TAXES: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by Company or Bottler. If Company or Bottler is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.

11. SAVE HARMLESS:

- (a) State Indemnification Obligations. To the extent permitted by law, State agrees to defend, indemnify, and hold each of Bottler and Company harmless from and against all claims, suits, liabilities, costs, and expenses incurred by either of them, including reasonable attorneys' costs and fees related to (i) University's material breach of this Agreement, (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from, the negligence of Boise State University, the State of Idaho, or their employees or agents in the course and scope of their duties on behalf of the University or State, and (iii) all claims, demands or litigation alleging that any of the University Marks violates or infringes on trademarks, tradenames, copyrights, or other proprietary rights provided that such tradenames, trademarks, and copyrights have been used in the exact manner provided by Boise State University.

Nothing herein shall be deemed to (a) constitute a waiver of any privilege, protection, defense or immunity otherwise afforded to Boise State University or the State of Idaho under the Idaho Constitution, Idaho Tort Claims Act, or other applicable law, or (b) extend the liability of Boise State University or the State of Idaho beyond the limits set forth in the Idaho Tort Claims Act.

- (b) Bottler Indemnification Obligations. Bottler shall defend, indemnify, and hold Company and University harmless from and against all claims, suits, liabilities, costs, and expenses incurred by either of them, including reasonable attorney's costs and fees related to (i) Bottler's material breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Bottler, its employees, and agents in the course of their duties to Bottler.

- (c) Company Indemnification Obligations. Company shall defend, indemnify, and hold University and Bottler harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees, related to (i) Company's material breach of this Agreement, (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Company, its employees and agents in the course of their duties to Company, and (iii) all claims, demands, or litigation alleging that any copyright or trademark of Company violates or infringes on trademarks, tradenames, copyrights, or other proprietary rights, provided that such tradenames, trademarks, or copyrights have been used in the exact manner provided by Company.
 - (d) Exception. No party's indemnification obligations hereunder shall apply to any loss or damage to the extent caused by the acts, omissions or negligence of the party seeking to be indemnified.
 - (e) Indemnification Procedures. Whenever any party entitled to indemnification (the "Indemnified Party") pursuant to the previous paragraphs receives notice of any potential claim which may be subject to indemnity, such party shall promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party shall have the obligation to assume the defense of such claim by counsel designated by it and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party, its affiliates, employees and representatives, shall fully cooperate with and timely assist the Indemnifying Party with the defense of such claim. If the Indemnifying Party fails to assume the defense of such claim as soon as reasonably possible, in any event prior to the earlier of twenty (20) days after receipt of notice of the claim or five (5) days before the date an answer to a complaint or similar initiation of legal proceeding shall be due, the Indemnified Party shall have the right to undertake, at the Indemnifying Party's expense, the compromise or settlement of any such claim on behalf of and at the risk and expense of the Indemnifying Party.
- 12. ORDER NUMBERS:** For each delivery, the University will receive an invoice that shows the address for the particular outlet, the date and appropriate product information. Additionally, for non-vending invoices, a purchase order number can and will be stated on the invoice if one is provided by the University or the Concessionaire at time of order.
- 13. SPONSOR RESPONSIBILITY:** Sponsor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not Sponsor is the manufacturer or producer of such Property. Further, Sponsor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
- 14. SUBCONTRACTING AND ASSIGNMENT:** This Agreement or any part hereof will not be assigned or otherwise transferred by any party without the prior written consent of the other parties. Notwithstanding the foregoing, Company may assign its rights or delegate its obligations under this Agreement to any licensed Company bottler or to any of Company's subsidiaries in order to implement the plans contemplated by this Agreement, but Company will cause such entities to comply fully with the provisions of this Agreement and will remain fully liable for the performance of its obligations and for any breach of this Agreement arising from the acts or omissions of any assignee or delegatee.

- 15. SHIPPING AND DELIVERY:** All orders will be shipped directly to the ordering agency at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by Company or Bottler. "F.O.B. Destination", unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the State Agency Receiving Dock or Store Door Delivery Point. Company and Bottler shall deliver all orders and complete installation, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by Company or Bottler.
- 16. INSTALLATION AND ACCEPTANCE:** When the purchase price does not include installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified Sponsor in writing that the order does not meet the State's specification requirements or otherwise fails to pass Sponsor's established test procedures or programs. When installation is included, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified Sponsor in writing that the order does not meet the State's specification requirements or otherwise fails to pass Sponsor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the State has notified Sponsor in writing that the order does not meet the State's requirements or otherwise fails to pass the Sponsor's established test procedures or programs.
- 17. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage shall remain with Company or Bottler, as the case may be, except to the extent such is attributable to the negligence of University or its employees acting within the course and scope of their employment.
- 18. INVOICING: ALL INVOICES** are to be sent directly to the **ORDERING AGENCY ONLY**. The Agreement number and/or purchase order number is to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing.
- 19. PAYMENT PROCESSING:** Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered."
- 20. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Each of Company, Bottler and University agrees that it shall comply in all material respects with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner apply to its activities in connection with the performance of this Agreement and shall obtain and maintain in effect all licenses and certifications required thereunder, including (i) all applicable state and federal laws concerning discrimination, (ii) all applicable provisions of the Americans with Disabilities Act, and (iii) all applicable state and local building, fire, health, food services, and zoning laws, codes and/or regulations.
- 21. PATENTS AND COPYRIGHT INDEMNITY:**
- A. Company or Bottler, as the case may be, shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. The responsible entity will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Company or Bottler, as applicable, shall be notified promptly in writing by the State of any notice of such claim; (ii) that Company or Bottler shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with

Company or Bottler, as the case may be, in a reasonable way to facilitate settlement or defense of any claim or suit.

- B. Neither Company nor Bottler shall have any liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by Company or Bottler other than in accordance with Company's or Bottler's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Company's or Bottler's previously established specifications unless such use was disclosed in the specifications.
- C. Should the Property become, or in Company's or Bottler's opinion be likely to become, the subject of a claim of infringement of a United States' patent, it shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

22. CONFIDENTIAL INFORMATION:

- (a) Sponsor agrees that it will not in any way publicize the existence of this Agreement or advertise the fact that it is providing goods and services to the University under this Agreement (except as otherwise contemplated by this Agreement) without University's prior written consent, except that Company and Bottler may list the University on its routine client lists.
- (b) Pursuant to this Agreement, a party (the "Receiving Party") may collect or obtain financial, personnel or other information of another party or of a third party (the "Disclosing Party") that the Disclosing Party regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the Disclosing Party. The Receiving Party shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information to any third party, except with the prior written consent of the Disclosing Party or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to Disclosing Party. Confidential Information shall be returned to Disclosing Party upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:
- (i) is or was in the possession of the Receiving Party before being furnished by the Disclosing Party, provided that such information or other data is not known by the Receiving Party to be subject to another confidentiality agreement with a third party or other obligation of secrecy;
 - (ii) becomes generally available to the public other than as a result of disclosure by the Receiving Party; or
 - (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party to be subject to a confidentiality agreement with a third party or other obligation of secrecy.

- 23. USE OF THE STATE OF IDAHO NAME:** Company and Bottler shall not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional

media, including press releases, as a customer or client of Company or Bottler without the prior written consent of the State.

- 24. APPROPRIATION BY LEGISLATURE REQUIRED:** The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Company and Bottler. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.
- 25. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases Company or Bottler, as the case may be, shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of such entity. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of Company's or Bottler's finances shall not be a Force Majeure.
- 26. GOVERNING LAW AND SEVERABILITY:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- 27. ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties with respect to the subject matter hereof. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 28. INTENTIONALLY DELETED.**
- 29. PUBLIC RECORDS:** Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Sponsor may be open to public inspection and copying unless exempt from disclosure. Sponsor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Sponsor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Sponsor's failure to designate individual documents as exempt. Sponsor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by Sponsor, Sponsor shall provide the legal defense for such claim.
- 30. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States' mail as follows.

Notice to the State:

Vice President of Finance and Administration
Boise State University
1910 University Drive
Boise, Idaho
83725
Fax: (208) 426-3826

Notice to Company:

The Coca-Cola Company, acting by and through its Coca-Cola North America Division
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Director, Business Affairs
Fax: (404) 598-0421
Copy to: Senior Marketing Counsel, Coca-Cola North America
Fax: (404) 598-7646

Notice to Bottler:

Swire Pacific Holdings, Inc.
d/b/a Swire Coca-Cola, USA
12634 South 265 West
Draper, Utah 84020
Attention: President
Fax(801) 816-5435

Notice shall be deemed delivered immediately upon personal service or facsimile transmission (with confirmation printout), the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address or facsimile number by giving written notice of the change to the other party.

31. NON-WAIVER: The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

32. ATTORNEYS' FEES: In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

33. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS: Company and Bottler each warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009-10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5) of the contract price, per violation, and/or for termination of its contract.

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CONSENT AGENDA
APRIL 18, 2013

UNIVERSITY OF IDAHO

SUBJECT

Renewal of sublease at the Idaho Water Center between the University of Idaho (UI) and CH2M HILL

REFERENCE

December 2004

Board approved original sublease

October 2006

Board approved first amendment to Sublease

October 2009

Board approved second amendment to sublease

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b.i.

BACKGROUND/DISCUSSION

In 2005, the UI subleased approximately 50,000 square feet of the Idaho Water Center to CH2M HILL. In 2007, the sublease was amended to permit expansion of CH2M HILL offices into an additional 5,200 square feet. In 2010, the sublease was amended to extend the term of the existing lease, permit a reduction in space leased, and establish a rental rate consistent with the local market. The original sublease and its amended term ends in June 2013. CH2M HILL has asked to revise several terms of the expiring sublease including extension of its term through June 2018.

The UI is bringing this lease renewal forward for approval because it creates a new term for an otherwise terminating sublease and modifies certain business terms within the existing sublease necessary to make the leased space competitive with other available leased spaces in the Boise market area. Revised terms to the existing sublease include: 1) establishment of a lease term extending to 2018, 2) establishment of a new lease rate (\$17.25/sf/yr) more consistent with current lease rates for office space near downtown Boise than the rate that was available to CH2M HILL under their existing lease option, 3) painting and carpet cleaning to repair and restore premises to a Class A condition, 4) option to expand into 8,700 square feet they had vacated previously, 5) option to contract or terminate in 2016 with limitations and penalties, 6) extension of options to continue to lease through June 2024, and 7) a re-definition of other provisions related to competitor signage, HVAC management, operating expense adjustments, and the commission rate for this new term. The proposed amendments would take effect July 1, 2013.

**CONSENT AGENDA
APRIL 18, 2013**

IMPACT

This renewal will require minimal tenant improvement (painting, carpet cleaning) generally required for basic building care and will be covered by annual lease income that starts at approximately \$724,000 for the first year with 2% escalations for each year of the term thereafter. The re-negotiated lease rate of \$17.25/sf/yr, with a 2% escalator is a decrease from the current rate of \$18.91/sf/yr which had been reached with the 2.5% annual escalations of the expiring sublease (FY13 annual sublease income is \$794,000). The new rate is consistent with today's commercial lease rates in the Boise market that are available to CH2M HILL upon termination of the current sublease. These amendments allow the UI to maintain a substantial income from rent and keep a successful tenant in the Idaho Water Center, complementing the work of other tenants and activities in the building, without requiring substantial tenant improvement costs associated with securing a new tenant or self-occupying the vacated space.

UI will pay an annual brokerage commission of 3% of base rent (\$21,700 for the first year) to Colliers and CH2M Hill Commercial Real Estate.

ATTACHMENTS

Attachment 1 – Draft Sublease Amendment

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a sublease with CH2M HILL in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Vice President for Finance and Administration to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIRD AMENDMENT TO SUBLEASE

This THIRD AMENDMENT TO SUBLEASE (the "Third Amendment") is made and entered into upon the date all parties have executed and consented to this Third Amendment (the "Third Amendment Effective Date") by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (the "Sublessor"), and CH2M HILL, INC., a Florida corporation (the "Sublessee"), collectively, the "Parties".

WHEREAS, this Third Amendment shall revise the Sublease dated December 21, 2004, and which commenced on June 24, 2005, and such Third Amendment terminates in their entirety and replaces the First Amendment to Sublease dated November 29, 2006, and the Second Amendment to Sublease dated December 10, 2009 between the Parties.

WHEREAS, the terms of this Third Amendment shall be binding upon signature by both Parties, and shall go into effect on July 1, 2013. However, the terms of the Sublease as amended by the First and Second Amendments shall remain in place and be controlling through June 30, 2013.

Now, THEREFORE, in consideration of the mutual promises contained herein, Sublessor and Sublessee include the above paragraph in the terms herein and further agree as follows:

A. Section 1.1 of the Sublease is hereby deleted and replaced with the following amended Section 1.1:

"1.1 Sublessor. The Board of Regents of the University of Idaho is the "**Sublessor**" whose current mailing address is Vice President for Finance and Administration, 875 Perimeter Dr MS 3168, Moscow ID 83844-3168."

B. Section 1.2 of the Sublease is hereby deleted and replaced with the following amended Section 1.2:

"1.2 Sublessee. CH2M HILL, INC. is the "**Sublessee**" whose current mailing address is CH2M HILL, Attention: Real Estate, 9191 S Jamaica St, Englewood CO 80112."

C. Section 1.4 and Exhibit B of the Sublease are hereby deleted and replaced with the following amended Section 1.4 and a replacement for the deleted Exhibit B which is attached to this Third Amendment as "Exhibit B Third Amendment":

"1.4 Premises. The "**Premises**" are located within the Idaho Water Center, 322 E Front St, Boise ID and comprise 41,972 rentable square feet as shown on the attached **Exhibit B Third Amendment**. Should Sublessee occupy expansion or additional space as provided in Section 1.9 of Sublease as revised by this Third Amendment, such space shall be considered a part of Premises."

D. Section 1.6 of the Sublease is hereby deleted and replaced with the following amended Section 1.6:

Page 1

Third Amendment to Sublease

Board of Regents University of Idaho/CH2M HILL

CONSENT - BAHR - SECTION II

TAB 2 Page 3

“1.6 Term and Commencement Date. This Sublease shall commence on July 1, 2013 (the “Commencement Date”) and shall end on June 30, 2018 (“Term”).

E. Section 1.7 and Exhibit C of the Sublease hereby deleted and replaced with the following amended Section 1.7 and a replacement for the deleted Exhibit C which is attached to this Third Amendment as “Exhibit C Third Amendment”:

“1.7 Base Rent. Effective July 1, 2013, Sublessee shall pay rent (“Base Rent”), at a rate of \$17.25 per rentable square foot of Premises per year for the first year of the Term. Base Rent rate shall be escalated 2% for each subsequent year of the Term. The Base Rent for the Term is inclusive of Sublessee’s share of service and operating expenses as listed in Exhibit C Third Amendment subject to operating expense adjustments as described in Section 5.10 of Sublease as revised by this Third Amendment. Base Rent shall be paid monthly.”

F. Section 1.9, Exhibit E and Exhibit F of the Sublease are hereby deleted and replaced by the following amended Section 1.9 and a replacement for the deleted Exhibit E which is attached to this Third Amendment as “Exhibit E Third Amendment”:

“1.9 Expansion Space and Additional Space. With written notice of intention to occupy, and submission of reasonable tenant improvement plans provided to Sublessor at least nine months prior to any planned expansion occupancy date, and subject to such occupancy date not being prior to January 1, 2016, Sublessee shall be permitted to additionally occupy the space under the terms of this Sublease (the “Expansion Space”) as graphically shown on Exhibit E Third Amendment. Upon notification and Sublessor approval of tenant improvement plans (if any), Sublessor shall make Expansion Space available no later than nine months from Sublessee’s written notification of intention to occupy (subject to reasonable extension of time created by the parties good faith efforts to timely definition, approval, scheduling and completion of Sublessee requested tenant improvements) and through the remainder of the Term of this Sublease. Sublessee shall pay any planning, design and construction costs for those tenant improvements described by Sublessee or reasonably required by Sublessor to complete Sublessee’s tenant improvement specifications. Subject to approval of any tenant improvements (which approval shall not be unreasonably withheld or delayed), Sublessor’s agent or contractor shall coordinate and direct any tenant improvement project to meet Sublessee’s approved tenant improvement plan specifications. Upon the date that Sublessee begins occupation of all or any portion of Expansion Space, Sublessee shall pay at the rental rate (with appropriate escalation) established in Section 1.7 of Sublease as revised by this Third Amendment or (if a renewal is executed) Section 3.2 of Sublease as revised by this Third Amendment for the Expansion Space. Upon Sublessee’s occupancy of Expansion Space, Base Rent and any other payments based on size of occupancy (including but not limited to the percentage share of operating expenses defined in Section 5.10 of Sublease as revised by this Third Amendment) shall be adjusted to reflect the expanded Premises. In the event Sublessee’s occupancy commences on a day other than the first day of the month, such rent for that partial month shall be pro-rated based on the number of days actually occupied (including

weekends and holidays following commencement of occupancy) as a share of actual days in that month.

Once Expansion Space has been occupied by Sublessee and, if any additional space Sublessee has vacated since June 24, 2005 is "vacant" (meaning empty of occupants, equipment, and use, including use by Sublessor), then Sublessee may upon written notification to Sublessor request to additionally expand into such vacated space (the "Additional Space"). Within sixty days of such notice, Sublessor shall confirm if space is "vacant" (as defined above) and not subject to existing expansion rights by the Idaho Department of Water Resources (as provided under a separate Operating Agreement dated December 17th, 2002, between Sublessor and that agency). If the additional space Sublessee requests is confirmed by Sublessor to be available, then Sublessee shall submit a written notice of intention to occupy and reasonable tenant improvement plans to Sublessor within thirty days of Sublessor's confirmation of availability. Upon notification and Sublessor approval of tenant improvement plans (if any) Sublessor shall make the identified Additional Space available for occupancy within six months (subject to reasonable extension of time created by the parties good faith efforts to timely definition, approval, scheduling and completion of Sublessee requested tenant improvements) and through the remainder of the Term of this Sublease. Sublessee shall pay any planning, design and construction costs for those tenant improvements described by Sublessee or reasonably required by Sublessor to complete Sublessee's tenant improvement specifications. Subject to approval of any tenant improvements (which approval shall not be unreasonably withheld or delayed), Sublessor's agent or contractor shall coordinate and direct any tenant improvement project to meet Sublessee's approved tenant improvement plan specifications. Upon the date that Sublessee begins occupation of all or any portion of Additional Space, Sublessee shall pay at the rental rate (with appropriate escalation) established in Section 1.7 of Sublease as revised by this Third Amendment or (if a renewal is executed) Section 3.2 of Sublease as revised by this Third Amendment for Additional Space. Upon Sublessee's occupation of Additional Space as provided herein, Base Rent and any other payments based on size of occupancy (including but not limited to the percentage share of operating expenses defined in Section 5.10 of Sublease as revised by this Third Amendment) shall be adjusted to reflect the expanded Premises. In the event Sublessee's occupancy commences on a day other than the first day of the month, such rent for that partial month shall be pro-rated based on the number of days actually occupied (including weekends and holidays following commencement of occupancy) as a share of actual days in that month."

G. Section 1.10, Exhibit G, and Exhibit H of the Sublease are hereby deleted and replaced with the following amended Section 1.10:

"1.10 Tenant Improvements. Premises have been occupied by Sublessee prior to commencement of this Third Amendment and Premises meet the needs of Sublessee AS IS, and only those additional cosmetic up-dates described in Section 5.2 of the Sublease, as amended by this Third Amendment, shall be provided by Sublessor, at Sublessor's sole expense, in the manner described in said Section 5.2.

H. Section 1.11 of the Sublease is hereby deleted and replaced with the following amended Section 1.11:

“1.11 Contraction Space. After July 1, 2016, Sublessee, with no less than nine months prior written notice to Sublessor, may terminate its lease for up to 8000 rentable square feet (or more if deemed at Sublessor’s sole, reasonable discretion to be a more commercially or operationally practical space contraction plan and such additional contraction is acceptable to Sublessee). Contraction shall be approved by Sublessor so long as the vacated space (up to 8000 rsf) is commercially and/or operationally viable for Sublessor to re-lease. Upon contraction, Base Rent and any other payments based on size of occupancy shall be adjusted to reflect the reduced Premises in the subsequent month’s rent payment. If Sublessee exercises this contraction right, Sublessee shall pay Sublessor a fee equal to any unamortized leasing costs of Sublessor associated with that space (including but not limited to leasing commissions paid by Sublessor). Sublessee shall also pay Sublessor a fee equal to two months Base Rent (as scheduled for payment at the time of contraction) for the amount of space contracted. Sublessee shall pay Sublessor for all Sublessor’s reasonable planning, design, construction and construction management costs caused by the approved contraction plan (including but not limited to reasonable costs incurred for new space separations, security features, HVAC adjustments, etc., required to complete Sublessee’s contraction plan).”

I. Section 1.12 of the Sublease is hereby deleted and replaced with the following amended Section 1.12:

“1.12 Storage Space. Sublessor shall provide Sublessee up to 100 useable square feet of storage space in the basement of the Idaho Water Center. Such space shall be provided on a month-to-month basis and at a rate of \$6 per rentable square feet per year (based upon a load factor of 1.12). Any additional construction expenses required to make this space useable for the purposes of Sublessee storage shall be completed at Sublessee’s expense and subject to Sublessor’s reasonable approval.”

J. Section 3.1 of the Sublease is hereby deleted and replaced with the following amended Section 3.1:

“3.1 Term. This Sublease shall commence on July 1, 2013 and shall end on June 30, 2018.”

K. Section 3.2 of the Sublease is hereby deleted and replaced with the following amended Section 3.2:

“3.2 Renewal. Sublessee, with written notice provided to Sublessor prior to January 1, 2018, shall be entitled to extend this Sublease from July 1, 2018 through June 30, 2021 (“First Renewal Term”). For the First Renewal Term, Sublessee shall pay \$19.14 per rentable square foot per year for the first year of the First Renewal Term as Base Rent. In the event Sublessee still occupies Premises at the time of required notification, Sublessee,

with written notice provided to Sublessor prior to January 1, 2021, shall be entitled to extend its lease from July 1, 2021, through June 30, 2024 ("Second Renewal Term"). For the Second Renewal Term, Sublessee shall pay \$20.61 per rentable square foot per year for the first year of the Second Renewal Term as Base Rent. Base Rent for the First and Second Renewal Term shall be escalated 2.5% for each subsequent year of the First and Second Renewal Term."

L. A new Section 3.3 is hereby added to the Sublease as follows:

"3.3 Cancellation of Term. After July 1, 2016, Sublessee, with no less than nine months prior written notice provided to Sublessor, may terminate this Sublease in its entirety. In the event Sublessee exercises this cancellation right, Sublessee shall pay Sublessor a fee equal to any unamortized leasing costs of Sublessor associated with that space (including but not limited to leasing commissions paid by Sublessor) and such fee shall be due thirty (30) days prior to the effective date of the cancellation. Sublessee shall also pay Sublessor a fee equal to three months Base Rent (as scheduled for payment at the time of cancellation) for the entire Premises occupied at the time of Sublease cancellation and such fee shall be due thirty (30) days prior to the effective date of the cancellation."

M. Section 4.3 of the Sublease is hereby deleted and replaced with the following amended Section 4.3:

"4.3 Date and Form of Rent Payments. Rent for the first month shall be paid on or before the Commencement Date and on or before the first day of each subsequent month for the duration of the Term, First Renewal Term, and Second Renewal Term, unless otherwise expressly agreed in writing by both parties. Payment to Sublessor shall be made payable to "Bursar, University of Idaho", and mailed to the attention of "Real Estate Office, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162" or such different address or person as Sublessor shall provide to Sublessee by written notice."

N. Section 5.1 of the Sublease is hereby deleted and replaced with the following amended Section 5.1:

"5.1 Sublessee's Use of Premises. Premises shall be occupied and used by Sublessee only for the Permitted Use and for no other purpose. Sublessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures. Sublessee further covenants that it will return the Premises at the termination of this Sublease to Sublessor in the same condition as originally received, reasonable wear and tear excepted."

O. Section 5.2 of the Sublease is hereby deleted and replaced with the following amended Section 5.2:

“5.2 Sublessor’s and Sublessee’s Obligations. Sublessor shall provide custodial, maintenance, and other services as shown on Exhibit C Third Amendment. Sublessor or Sublessor’s contractor will perform all maintenance and repairs to Premises. In addition to Sublessor’s current schedule for common area carpet cleaning and paint touch ups, Sublessor agrees to provide, at Sublessor’s expense, carpet cleaning and paint touch up to Premises. Such work shall be completed within two months after the Third Amendment Effective Date, and receipt by Sublessor from Sublessee in writing of specific locations to receive paint touch ups, and thereafter upon Sublessee’s written request and specified locations at a frequency of performance of not more often than every two years during the Term and any exercised renewal terms. Sublessee will cooperate with Sublessor in the performance of those improvements during the Term and its occupancy of Premises. Any furniture, fixture, equipment or personal item moving, dismantling or reassembling required for such carpet cleaning and paint touch ups within the Premises shall be the responsibility of Sublessee and Sublessee shall pay all costs associated with such movement, dismantling and reassembling within the Premises. Any repairs or other work necessitated by the intentional conduct or omission of either Party by its employees, agents, guests and invitees shall be paid exclusively by the Party causing such repair or other work. Sublessee shall comply with all building rules and regulations as shown on Exhibit I. Sublessor shall notify Sublessee of any changes to these building rules and regulations made during the Term.”

P. Section 5.3 of the Sublease is hereby deleted and replaced with the following amended Section 5.3:

“5.3 Utilities. Sublessor shall be responsible for and shall promptly pay all charges, when due, for water, natural gas, electricity, and any other utility or other service (excluding phone, cable television, and internet services used by Sublessee) used upon or furnished to the Premises. Sublessor shall provide HVAC on Monday through Saturday from 7:30 am to 10:00 pm. Should Sublessee require HVAC service outside the hours listed above, Sublessee shall pay at a rate consistent with the cost of providing the extra HVAC service. Unless failure or interruption of services is caused by the intentional act or omission of the Sublessor, Sublessor shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service being furnished to the Premises, or (ii) the heating, ventilating and air conditioning system. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Sublessee to terminate this Sublease or to abate the payments Sublessee is required to make under this Sublease, unless such failure or interruption is caused by the intentional act or omission of the Sublessor. For the purposes of this section “intentional act” shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Sublessor or proper building management authority. To the extent any interruption can be scheduled or otherwise anticipated, Sublessor shall provide Sublessee with no less than twenty-four hour notice prior to such interruption. Sublessor will make reasonable effort to promptly address occupant temperature control requests or complaints within the Premises, and shall, during those hours listed above in this amended Section 5.3, provide heating and air conditioning to Premises sufficient to maintain an indoor air temperature between 68° - 74° Fahrenheit, excluding any additional cooling needed for Sublessee’s personal property or IT equipment. Should Sublessee request Sublessor’s adjustment to heating and air conditioning as a result

of the space being outside of this temperature range, Sublessor will respond quickly and will aggressively pursue corrective action to achieve those temperatures. Sublessor's property manager will also meet with Sublessee's local contact, at the contact's request, to review Sublessee's HVAC-related complaints and requests, and then identify reasonable facility mechanical or tenant operational corrective opportunities for implementation and monitoring of results."

Q. Section 5.4 of the Sublease is hereby deleted and replaced with the following amended Section 5.4:

"5.4 Signs. Sublessee has installed large signage on the exterior of the Building as previously permitted by Sublessor. No additional permanent signs shall be installed to the Premises or improved by Sublessee without Sublessor's prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. All such installation, replacement, improvement or maintenance of signs shall be at Sublessee's sole expense. All signs placed or maintained on the Premises are subject to and shall comply with all rules, applicable ordinances and public regulations (including standards and requirements established by the Civic Plaza Condominium Declaration). Subject to the specific consent described above, it is the Sublessor's intent to approve building signage in approximate proportion to Sublessee's share of occupancy of the building. Additionally, so long as Sublessee's amount of net rentable square footage exceeds that of any other private engineering services firm occupying the building, Sublessee shall be provided superior (in size and number to other private engineering service firms) signage rights in the building's public spaces and exterior sign placements on the building."

R. Section 5.7.1 of the Sublease is hereby deleted and replaced with the following amended Section 5.7.1:

"5.7.1 Payment of Taxes. Should any applicable real property taxes be levied as a result of the Sublessee's (or permitted sub-tenant's) use of the Premises, Sublessor shall apply its rental income from this Sublease against any such property taxes. Sublessee shall be responsible for payment of any personal property taxes levied against the Sublessee's or its sub-tenant's personal property."

S. Section 5.10 of the Sublease is hereby deleted and replaced with the following amended Section 5.10:

"5.10 Operating Expense and Cost Adjustment During Term. Operating expenses for Premises are included in the Base Rent up to the amount of total actual operating expenses established in the 2010 calendar year (the "Base Year Operating Expense"). The components and established amounts of Base Year Operating Expense are shown in **Exhibit C Third Amendment** and shall at no time include capital costs. Total building operating expenses (based on full building occupancy) shall be calculated by Sublessor at the end of 2012 and each calendar year of the Term (or any renewal terms) thereafter (or partial calendar year if permitted sublease termination or cancellation occurs before the end of any calendar year). Sublessee's share of building operating expenses is 20.34% (which amount

shall be revised upon expansion or contraction as provided by this Sublease). If during any calendar year the actual operating expenses for that year are greater than the Base Year Operating Expense, Sublessee shall pay its pro-rata share of the increase in actual operating expenses of the building for that year in which such actual operating expenses exceed Base Year Operating Expense. If the operating expenses of any year are less than the Base Year Operating Expense, Sublessee shall be credited with its pro-rata share of such decrease in actual operating expenses. The increase or decrease shall be referred to as the "Adjustment Amount". The Adjustment Amount shall be considered Rent and included as a single additional payment (or credit) within thirty days of billing (or payment) notification by Sublessor or Sublessor's billing agent. In the last year of the Sublease Term or First or Second Renewal Terms, the Adjustment Amount shall be paid or credited upon notification of billing (or payment) for the Adjustment Amount which may be calculated and noticed after the Term and Sublease have expired. Expense information to support the determination of actual building operating expenses for each year, including the 2010 base year, shall be provided by Sublessor within a reasonable time upon request by Sublessee. Sublessee shall have the right to audit such operating expenses, and if such audit should prove an error of more than \$1000 for any year, such error shall be adjusted between the parties and, if the error causes an increase in operating expenses, Sublessee shall pay its pro-rata share of such increase to Sublessor. If the error causes a decrease in operating expenses, Sublessor shall credit the Sublessee its pro rata share of such decrease."

T. Section 6.1 of the Sublease is hereby deleted and replaced with the following amended Section 6.1:

"6.1 Relationship of Parties. Nothing contained in this Sublease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of computation of Rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of tenant and landlord."

U. Section 6.3 of the Sublease is hereby deleted and replaced with the following amended Section 6.3:

"6.3 Sublessee Assignment and Sub-Sublease of Premises. Any assignment or sub-sublease shall be subject to the provisions of the Lease and other legally recorded covenants of restrictions, placed on the Premises. Subject to these limitations, Sublessee may, upon notice to but without written approval from Sublessor assign its interests under this Sublease, as amended, to (a) any entity resulting from a merger or consolidation with Sublessee, (b) any entity succeeding to the business and assets of Sublessee, or (c) any affiliated subsidiary or related company of Sublessee. Aside from these listed exceptions, Sublessee may NOT assign or sublet all or a part of its interests in this Sublease as amended unless Sublessee first obtains the written consent of Sublessor, which consent shall be based upon Sublessor's determination that the new party's business and activities and intended use of the Premises are in Sublessor's reasonable judgment consistent with the current occupancy of the remaining building. Sublessor's consent based upon this judgment shall

not be unreasonably withheld or delayed. Any losses or profits sustained from such sub-sublease shall accrue to the Sublessee."

V. Section 7.2 of the Sublease is hereby deleted and replaced with the following amended Section 7.2:

"7.2 Insurance. As provided by the underlying Lease, the State of Idaho maintains an insurance policy (or policies) insuring the Premises. Sublessee shall obtain the following types and amounts of insurance: i) Commercial General and Umbrella Liability Insurance, maintaining commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate, ii) CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract, iii) Sublessee shall maintain Automobile Liability in the amount of \$1,000,000 Combined Single Limit, such coverage shall include Non-Owned and Hired Car coverage, and iv) Sublessee shall maintain all statutorily required Workers Compensation coverages, including Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000. Sublessee's insurer's shall have a Best's rating (or equivalent) of AV or better and be licensed and admitted in Idaho. Sublessee shall furnish Sublessor with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Sublessor may choose to maintain. The certificate of insurance shall list the Sublessor as "State of Idaho and the Board of Regents of the University of Idaho, Attn: Risk Management, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162" as the Certificate Holder. All certificates shall provide for thirty days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate. All policies shall name Certificate Holder as an additional insured. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sublessee's obligation to maintain such insurance. Failure to maintain the required insurance may result in default as provided herein. By requiring this insurance, Sublessor does not represent that coverage and limits will necessarily be adequate to protect Sublessee, and such coverage and limits shall not be deemed as a limitation on Sublessee's liability under the terms of this Sublease as amended."

W. Section 7.3 of the Sublease is hereby deleted and replaced with the following amended Section 7.3:

"7.3 Sublessee's Personal Property Insurance. No insurance is provided by Sublessor for Sublessee's personal property. Sublessee shall insure and be solely responsible for insurance coverage on personal property, of every kind or nature, which is not part of the

Premises or owned by Sublessor. Sublessee shall, at Sublessee's sole cost and expense, either obtain the insurance Sublessee deems advisable, or shall be deemed to be self-insured. Sublessee waives all rights on insurance purchased by the Sublessor (if any)."

X. Section 9.1 of the Sublease is hereby deleted and replaced with the following amended Section 9.1:

"9.1 Events of Termination. This Sublease as amended shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Sublessor and Sublessee; (ii) by Sublessor pursuant to the express provisions of this Sublease; (iii) by Sublessee pursuant to the express provisions of this Sublease; (iv) upon expiration of the Term (or exercised renewal terms) of this Sublease; (v) by reason of Section 7.6 or 7.7 relating to condemnation or destruction of the Premises."

Y. Section 9.3 of the Sublease is hereby amended to replace the holdover payment amount of 150% of the previous Term's Base Rent with the provision that Sublessee shall pay 125% of the previous Term's Base Rent for the first three months of holdover and 150% for each month thereafter.

Z. Section 9.4.1 of the Sublease is hereby deleted and replaced with the following amended Section 9.4.1:

"9.4.1 Removal of Property. Except as permitted by this Sublease as amended, Sublessee shall not remove any alterations, improvements or additions made to the Premises by Sublessee or others, without the prior written consent of Sublessor, which consent may be withheld for any reason or for no reason. Upon termination, or within seven days thereafter, Sublessee shall remove, in a good and workmanlike manner, all personal property (including system furniture which may be attached to Premises) of Sublessee. Sublessee shall promptly repair all damage occasioned by such removal in a good and workmanlike manner. If Sublessee fails to remove any property, Sublessor may (i) accept the title to the property without credit or compensation to Sublessee, or (ii) remove and store the property, at Sublessee's expense, in any reasonable manner that Sublessor may choose."

AA. Section 11.2 of the Sublease is hereby deleted and replaced with the following amended Section 11.2:

"11.2 Brokers. Each party hereto represents and warrants to the other party that the representing party has no arrangement with any realtor, broker or agent in connection with the negotiations of this Sublease other than Collier's International and CH2M Hill Commercial Real Estate, CCR. Sublessor shall be required to pay 3% of the Term's total Base Rent for such broker services. Each party agrees to defend, indemnify and hold the other party harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent other than those listed above arising out of the actions of the indemnifying party with respect to this Sublease."

BB. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Sublease, the terms and provisions of this Third Amendment shall govern. Except as specifically set forth herein, all other provisions of the Sublease shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date(s) set forth below.

SUBLESSEE

By: _____

Its: _____

Date

SUBLESSOR

Ronald E. Smith, Vice-President
Finance & Administration

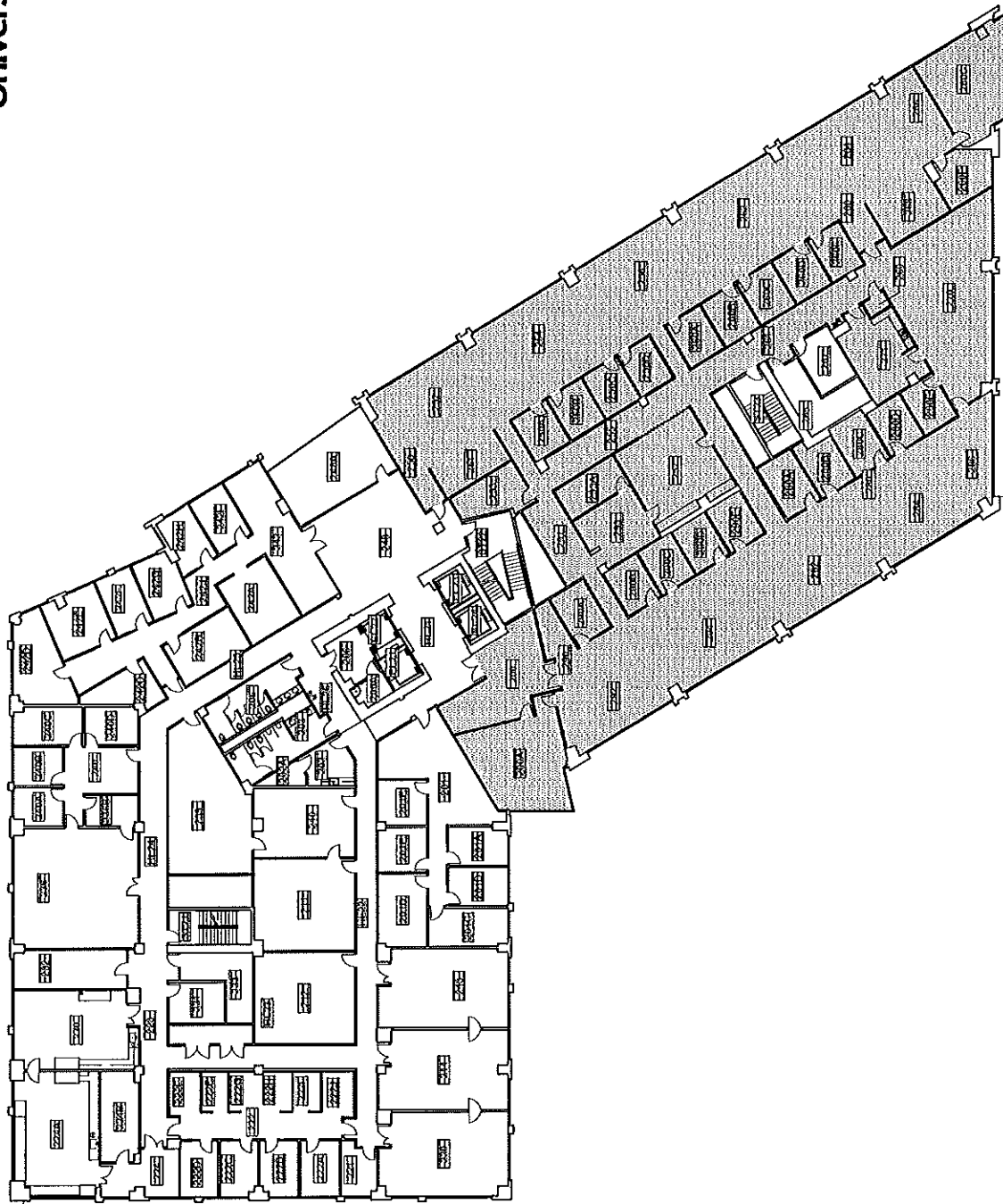
Date

IDAHO STATE BUILDING AUTHORITY CONSENT

By: _____

Its: _____

Date: _____



IDAHO WATER CENTER - #778
EXHIBIT B - THIRD AMENDMENT
SECOND FLOOR 03-28-2011

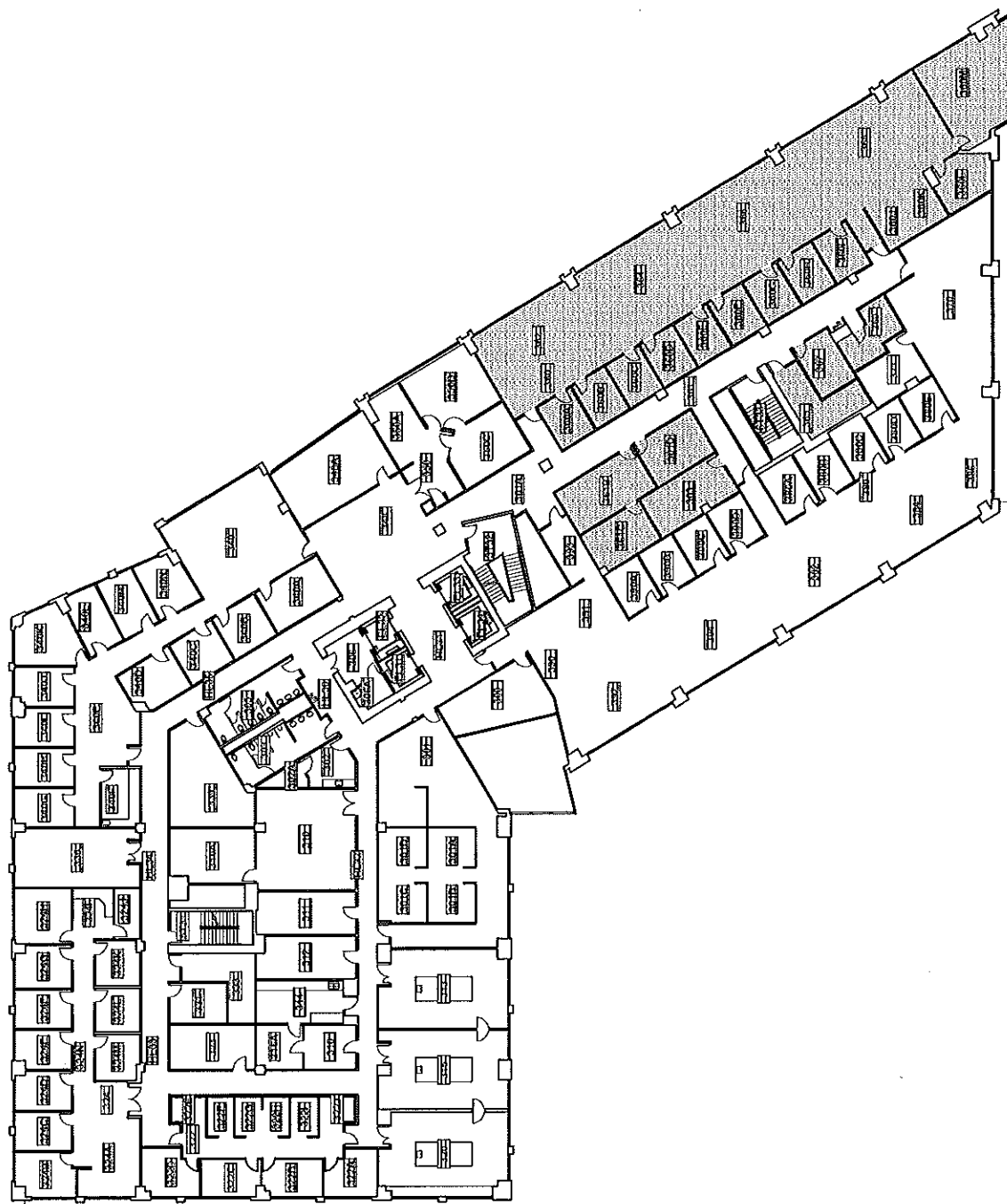


SECOND FLOOR

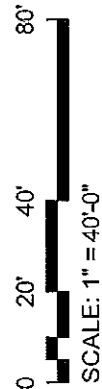
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SCALE: 1"= 40'-0"



IDAHO WATER CENTER - #778
EXHIBIT B - THIRD AMENDMENT
THIRD FLOOR
03-28-2011



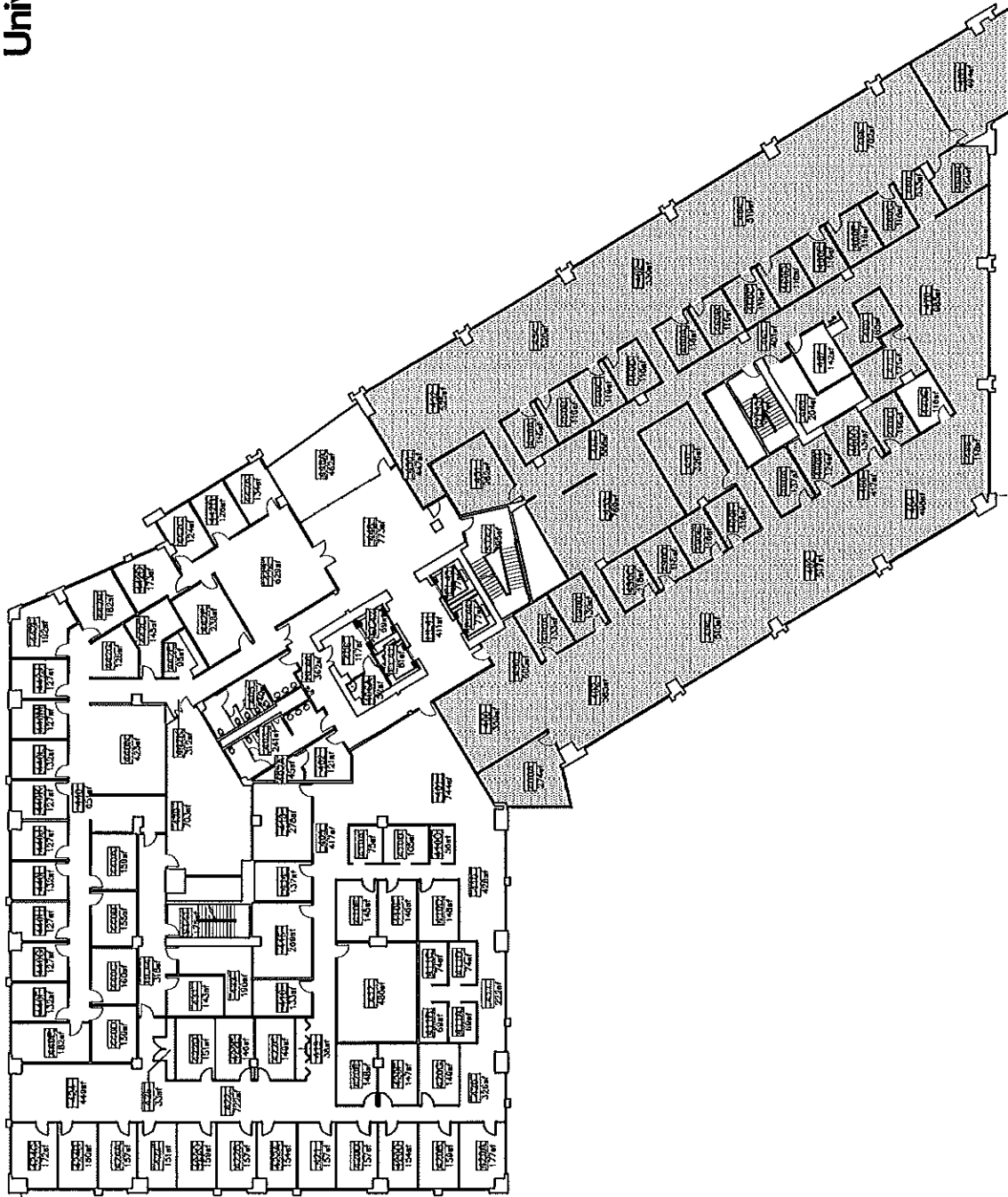
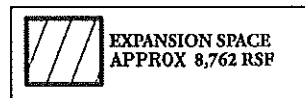


Exhibit C Third Amendment

Actual 2010 Operating Expenses

Recoverable Expenses	Totals
Alarm and Security	38,260
Professional Services	176,747
Grounds Maintenance	8,982
Utilities	218,152
Repairs and Maintenance	274,991
Janitorial and Interiors	235,364
Insurance	52,772
Real Estate Taxes	0
Total Recoverable Expenses	1,005,268



CONSENT AGENDA
APRIL 18, 2013

UNIVERSITY OF IDAHO

SUBJECT

Fifteen year renewal of lease from the City of Coeur d'Alene for facilities serving as center for University of Idaho (UI) operations in North Idaho

REFERENCE

June 2008

Request to purchase land and enter long term facility lease

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since 2002 the UI has leased approximately seven (7) acres with an office building along the Spokane River in Coeur d'Alene known as Harbor Center. This property has been used to provide UI services in northern Idaho. In 2008, the University sought Board approval to purchase additional land near North Idaho College and secure a 99 year lease for the existing Harbor Center Building. The Board did not approve that acquisition and the most recent five year lease of the building and grounds will expire this summer. To ensure the current facility is available for continued use by UI, the University is now requesting approval for a fifteen year lease to replace the series of shorter term leases that had been used while the University attempted to acquire the facility and sufficient land for future program growth. The facility grounds included in this lease have been reduced to exclude some parking area and undeveloped grounds the City now wishes to retain for possible wastewater plant expansion.

IMPACT

The City is requiring an annual payment of \$3,600 as rent as well as the University's commitment to education, community service, and research "benchmarks" as presented in the attached lease draft. UI shall remain responsible for maintenance of the building and grounds for the duration of the lease, but may terminate the lease in the event such anticipated maintenance costs exceed the value of use in the University's sole determination.

ATTACHMENTS

Attachment 1 – Proposed Third Amendment to Master Lease

Page 3

Attachment 2 – Master Lease

Page 9

STAFF COMMENTS AND RECOMMENDATIONS

The annual rent payment to the City of Coeur d' Alene is supplemented by limited in-kind education opportunities for City employees.

CONSENT AGENDA
APRIL 18, 2013

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with the City of Coeur d'Alene in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Vice President for Finance and Administration to execute the lease amendment and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIRD AMENDMENT TO MASTER LEASE

This Master Lease Amendment (Third Amendment) is made by and between the City of Coeur d'Alene, a municipal corporation ("Landlord") and the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (Tenant). This Amendment shall revise the Master Lease (attached as Exhibit 1) of May 13, 2002, and shall become effective upon July 1, 2013.

WHEREAS, Landlord and Tenant entered into a Master Lease on May 13, 2002 for a term of five (5) consecutive years.

WHEREAS, Landlord and Tenant entered into an Amendment to Master Lease effective upon June 1, 2007, extending the term of the original Master Lease through June 30, 2010.

WHEREAS, Landlord and Tenant entered into a Second Amendment to Master Lease effective upon July 1, 2009, extending the term of the original Master Lease through June 30, 2013.

WHEREAS, Section 5.2 of said Master Lease states that "Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease."

WHEREAS, Landlord and Tenant have continued to negotiate in good faith in this regard, but due to circumstances related to the mutual interests of both parties, purchase and conveyance of the property has not yet occurred and both parties wish to extend the terms of the Master Lease in accordance with this Third Amendment.

Now, THEREFORE, in consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

A. Section 1.3 "Leased Premises" is hereby amended to replace Schedule I (the Premises legal description) and Exhibit A (the graphic depiction of the Premises) with a new exhibit attached to this Third Amendment as "Exhibit A Third Amendment" (showing the amended graphic depiction for Leased Premises).

B. Section 2 "Term" of the Master Lease is hereby amended to extend the term through June 30, 2028. Tenant may at any time, but not sooner than at least thirty days after written notice to Landlord, terminate this Master Lease early and vacate the Leased Premises. In the event of early termination by Tenant, no subtenants (as permitted by Section 9 of this Master Lease) shall be permitted by Tenant to remain on the Leased Premises after such early termination date, unless Landlord agrees to written assignment of any existing sublease to Landlord.

C. Section 3 "Rent" of the Master Lease is hereby deleted and replaced with the following new Section 3 and Exhibit B Third Amendment:

“3. Rent. Tenant shall make a single payment of \$3600 to Landlord on or before August 1, 2013. As additional consideration for Tenant’s use of Leased Premises, Landlord has established “Expectations for deliverables for long term lease of the Harbor Center by the University of Idaho” (attached as “Exhibit B Third Amendment” to this Master Lease).”

D. Section 5 “Further Agreements” and Exhibits B, C, and D are hereby deleted and replaced with the following new Section 5:

“5. Landlord’s Representation of Encumbrances. Landlord represents to Tenant that, to Landlord’s knowledge, title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies (excluding tenancies executed by Tenant and approved by Landlord), and other exceptions to title, except the 1995 Sewer Revenue Refunding Bonds, with such latter exception being acknowledged by Tenant as a condition of the Leased Premises.”

E. Section 6.1 of the Master Lease is hereby deleted and replaced with the following new Section 6.1:

“6.1 Subject to the covenants and representations herein, Tenant accepts the Leased Premises in “as is” condition. Tenant shall reasonably clean and maintain (including snow removal) the Leased Premises in a safe and attractive condition. Tenant shall not commit waste on the Leased Premises and shall perform routine maintenance and repair of Leased Premises to the extent necessary to continue operations as permitted herein. However, if in the sole determination of Tenant any anticipated future repair or maintenance costs to the Leased Premises or its road access (including any portion of that access located outside the Leased Premises) are deemed excessive for its continued use of the Leased Premises, Tenant shall notify Landlord of the needed repair, maintenance or replacement work required to permit continued occupation and use, and Tenant shall provide Landlord an estimate of cost to repair, maintain or replace. Upon such written notification from Tenant, Landlord shall within thirty days notify Tenant of Landlord’s willingness to perform such requested work (and provide Tenant a reasonable timeline for its completion), or alternatively Landlord may notify Tenant that Landlord will not perform such requested work, and the Lease shall be terminated in ten days unless Tenant preemptively responds in writing to Landlord declaring Tenant’s intent to complete such necessary work at Tenant’s expense.

F. Section 10.1 of the Master lease is hereby amended by adding the following sentences at the end of the existing Section 10.1:

“In the event Landlord asserts Tenant has defaulted on those “expectations and deliverables” as prescribed in Exhibit B Third Amendment, Tenant shall have one year instead of ninety days to demonstrate performance regarding the specific benchmark(s) cited by Landlord in writing as not being performed by Tenant. If such performance or good faith and best effort to perform has not been demonstrated to the satisfaction of

Landlord after one year, the subsequent provisions of this Section shall be applied to resolve the matter.”

G. Section 13 “Recording of Master Lease” is hereby deleted and replaced with the following new Section 13:

“13. Recording of Master Lease and its Third Amendment. This Lease and Third Amendment may be recorded by either party without further permission or acknowledgement from the other party. In the event either party chooses to record, it shall pay any applicable costs or fees for recording at its sole expense and it shall provide the other party a certified copy of the recorded document”.

H. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Master Lease, the terms and provisions of this Third Amendment shall govern. Except as specifically set forth herein, all other provisions of the Master Lease shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date(s) set forth below.

City of Coeur d’Alene

Board of Regents of the
University of Idaho

Sandi Bloem, Mayor

Ronald E Smith, Vice-President
Finance & Administration

Date

Date

Attest: _____

Exhibit A Third Amendment



EXHIBIT 'A' - THIRD AMENDMENT

----- LEASED PREMISES

University of Idaho



Exhibit B Third Amendment

Expectations and deliverables for long term lease of Harbor Center by the University of Idaho

The University of Idaho (“UI”) and the City of Coeur d’Alene (“CDA”); hereafter referred to as the “Parties”) have a long-standing, strong and mutual interest in and commitment to ensuring that residents of CDA and northern Idaho have access to higher education and recognize that collaboration is key to enhancing such access. Similarly, the Parties wish to foster economic development and to enrich the community experience with a mutually beneficial partnership.

The parties, in the spirit of collaboration and cooperation that has characterized the Parties’ relationship over the years, set forth the following Benchmarks as goals and objectives to be achieved by UI for the current lease term:

Education Benchmarks

1. Continue to make available one enrollment in Executive Masters of Business Administration (EMBA) program for a city employee up to every other year (\$19,000/yr)
2. Continue to offer GIS certificate program training to a city employee, up to one each year (~\$2200/yr)
3. Offer non-profit management certificate training for up to two city employees each year (up to \$500/yr)
4. Demonstrate good faith effort to make available and market additional programs in CDA with on-line and both asynchronous and synchronous video delivery modes, including:
 - a. Masters of Natural Resources
 - b. MS and BS in Environmental Science
 - c. MS/MA in Organizational Dynamics
 - d. BS in Industrial Technology/Engineering
 - e. BA and/or MA in Tourism and Recreation Management
 - f. MS in Fire Ecology
 - g. Professional Science Masters
 - h. Bachelors in Sustainability Studies
 - i. Certificate and degree programs for Waste Water Treatment Operators
 - j. Other programs in response to community needs and as possible for UI
5. Continue good faith effort to increase enrollment each year and to increase number of graduates and certificate holders each year in alignment with Idaho goals to achieve 60% of adults between the ages of 24 and 35 with a post high school degree or certificate by 2020

Community Service Benchmarks

1. Devote resources to continued development of Community Water Resource Center in the Harbor Center building providing an effective outlet for city and governmental agency community outreach

2. Create active portal to engage UI expertise, resources, and facilities for CDA programs and initiatives as needed and appropriate
3. Actively participate in the realization of the master plan for the Higher Education Campus via partnering with North Idaho College and other higher education institutions
4. Encourage hosting of UI cultural and athletic programs in CDA
5. Provide annual report of relevant activity to CDA

Research Benchmarks

1. Actively engage with CDA to support of grant proposals of interest for the City
2. Continue good faith efforts to obtain research grants and to build additional research capacity in CDA
3. Continue to work with main campus and other institutions and agencies to focus and house active research projects in CDA
4. Make available research laboratory space and capabilities as possible for school and community needs

Facilities Benchmarks

1. Encourage State and private investment in Collaborative Education Facility at the Higher Education Campus
2. Actively participate with local and regional groups to expand University/higher education facilities in CDA

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STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF

City of CDA

JUN 24 11 34 AM '02

DANIEL J. ENGLISH

DEPUTY

MASTER LEASE

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MASTER LEASE

made as of the 12th day of May, 2002, between
City of Coeur d'Alene, a municipal corporation, and The Regents of the University of Idaho,
a body politic and corporate organism and existing under the laws of the State of Idaho.

1. Definitions.

The following terms as used in this Lease shall have the meanings hereinafter set forth:

- 1.1 "Landlord": City of Coeur d'Alene, a municipal corporation.
- 1.2 "Tenant": The Regents of the University of Idaho, a body politic and corporate organism and existing under the laws of the State of Idaho.
- 1.3 "Leased Premises": That certain property together with all buildings and improvements thereon located in the City of Coeur d'Alene, County of Kootenai, State of Idaho, more particularly described in Schedule I attached hereto, and as shown on the plot plan attached hereto as Exhibit "A".

2. Term.

Landlord leases and Tenant rents the Leased Premises for a primary term of five (5) consecutive years commencing on the June 1, 2002 and terminating on the fifth (5th) anniversary of the commencement date of the primary term.

3. Rent.

3.1 Rent shall consist of an annual rental of Ten Dollars (\$10). Rent for the first-year term of the lease (\$10) shall be paid to Landlord on or before June 30, 2002.

3.2 Rent payment shall be mailed to Landlord at the address provided in writing to

(continued)

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3.3 In addition to rent, Tenant shall provide the following consideration to the Landlord:

- 1) Subject to Section 3.4, Tenant shall provide Landlord, without rent or utility charges, continued use of the existing Waste Water Treatment Plant lab facility for the term of this Lease. However, Landlord is responsible for paying and arranging for janitorial, telephone, cable television, and internet related services associated with its lab.
- 2) Tenant will reasonably assist Landlord to assess Landlord's management and communication training needs. Tenant shall make all reasonable efforts to provide non-credit classroom training, at least four times each year, at no cost for instruction and minimal cost for materials to the Landlord. Timing and content of training will be determined upon subsequent mutual agreement of the parties.
- 3) Upon Landlord's submission to the Tenant's Dean of its Coeur d'Alene Center of a request for interns to perform specific projects or tasks of educational value to Tenant's students, the Dean shall make all reasonable efforts to recruit volunteer student interns, and coordinate the intern's assignment to the Landlord. While the Dean will undertake reasonable efforts to find quality student interns for the Landlord, Tenant cannot guarantee that qualified applicants will be found or be interested in performing the proposed projects or tasks.

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- 4) The Tenant shall cooperate with the Landlord's efforts to expand and extend the Centennial Trail through the Leased Premises by allowing public access and use of the seawall and boardwalk in a manner that is not disruptive to Tenant's operations on the Leased Premises.
- 5) On June 30, 2003, and annually thereafter, the Tenant shall provide to the Landlord a report specifying the Tenant's actions to achieve the provisions of Section 3.3 of this Lease and the Goals and Objectives stated in the Memorandum of Understanding, dated August 2, 2001, regarding the University's utilization of the Leased Premises.
- 6) The Tenant shall establish a scholarship fund exclusively available to University of Idaho students from the City of Coeur d'Alene, with eligibility based upon applicant's zip code. While the Tenant will not dedicate any financial resources to support this new scholarship fund, the Tenant's Dean of its Coeur d'Alene Center will encourage private contributions to the scholarship fund.

3.4 For those portions of the Leased Premises that will be provided to Landlord pursuant to Sections 3.3(1), 6.1, 9.1, 9.3, and Articles 8 and 10 through 21 of this Lease shall apply; provided that, for application to this Section 3.4, the term "Landlord" in those sections shall mean Tenant, the term "Tenant" shall mean Landlord and the term "Leased Premises" shall mean the Waste Water Treatment Plant lab facility.

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4. Landlord's Title.

4.1 Landlord covenants that Landlord has lawful title to the Leased Premises, full right and authority to make this Lease and grant Tenant all rights and privileges under this Lease, and that Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises.

4.2 Landlord hereby discloses that Landlord owns and operates a Wastewater Treatment Plant adjacent to the Leased Premises, which plant is known to emit unpleasant odors. Provided that emissions from the plant comply with all applicable laws, rules and regulations, such emissions shall not constitute a breach of Tenant's quiet enjoyment of the Leased Premises under this Lease. Landlord shall not expand the plant or any part thereof, so as to encroach onto or occupy portions of the Leased Premises. Tenant shall not object to the continued operation of the adjacent wastewater treatment plant so long as Landlord manages that facility in accordance with industry standards used to minimize odor.

5. Further Agreements.

5.1 Landlord represents to Tenant that, to Landlord's knowledge, title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies and other exceptions to title except the leases and encumbrances listed on **Exhibit "B"** attached hereto and made a part hereof ("**Existing Leases and Encumbrances**"). Landlord hereby covenants to advise Tenant of and give Tenant copies of all Existing Leases and Encumbrances of which the Landlord has knowledge. Simultaneous with the execution of this Lease, Landlord and Tenant shall enter into, and Landlord and Tenant agree to enter into, the Assignment of Existing Leases, attached hereto as **Exhibit "C"** and made a part hereof. Assignment of Existing Leases for the Idaho State Police shall be subject to recognition by the State Board of Examiners

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as indicated by **Exhibit "D"** attached hereto and made a part hereof ("**State Board of Examiners, Request for Recognition of Assignment**"). Rent payable under the Existing Leases shall be payable to Tenant during the term of this Lease. Rent payable to Tenant shall be prorated during any partial month in which Tenant is entitled to such rent payments.

5.2 Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which the Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease. However, it is the intention of the Landlord to maintain the option of retaining ownership of that portion of the Leased Premises it deems necessary for expansion of its wastewater treatment plant, if any, after the term of this lease has expired.

6. Maintenance and Repair of Building Improvements.

6.1 Tenant shall not commit waste on the Leased Premises. Subject to the covenants and representations of Landlord herein, Tenant accepts the Leased Premises in "as is" condition. The Landlord need not make any repairs or improvements before the lease term begins. Except as otherwise provided in Section 6.2, Tenant shall, at Tenant's sole discretion, cost and expense, maintain, repair and replace as necessary in good working condition, reasonable wear and tear excepted, all buildings, structures, equipment, systems and improvements on the Leased Premises and maintain, repair and replace, as deemed necessary by Tenant, all above and below ground utilities on the Leased Premises and the extension from the Leased Premises to such utility's connection at the main line. Landlord shall have no maintenance, repair or replacement responsibilities towards the Leased Premises, or any part thereof, except as provided in Section

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3.4. Tenant will reasonably clean and maintain (including snow removal) the Leased Premises so that the premises are in a safe and attractive condition.

6.2 In the event of material damage to or destruction of the improvements to the Leased Premises by fire or other casualty, Tenant shall give Landlord immediate notice. If permitted by the Landlord, which permission shall not be unreasonably withheld, Tenant, may at Tenant's sole discretion, cost and expense, repair, restore or rebuild the improvements to the Leased Premises so that upon completion of the repairs, restoration or construction, Tenant may again utilize the Leased Premises in furtherance of Tenant's use, as described in Section 9.2. If Landlord does not grant Tenant approval to repair, restore or rebuild, Tenant may terminate this Lease. If the Tenant chooses not to repair the material damage or destroyed premises, and the Leased Premises are, in the sole opinion of the Tenant, no longer viable for the Tenant's intended use, the Tenant may terminate this lease upon written notification to the Landlord, and Tenant shall have no further obligations under this Lease. During the period of damage, destruction, repair, restoration or rebuilding, this Lease remains in effect and rent does not abate.

7. Utility Charges.

Tenant agrees to pay all charges for electricity, gas, heat, water, telephone and other utility services used on the Leased Premises during the term of this Lease.

8. Indemnification and Insurance.

8.1 Landlord agrees to indemnify and hold harmless Tenant and its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Landlord's possession, operations or performance

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under this Agreement and which are caused by the negligence of the Landlord. The Landlord shall promptly notify the University of Idaho, Office of Administrative Affairs, PO Box 443168, Moscow, Idaho 83844-3168 of any such claims of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. This indemnification does not apply to the extent that such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Tenant, its agents or assigns.

8.2 Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Tenant agrees to indemnify and hold harmless Landlord, their agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Tenant's possession, operations or performance under this Agreement and which are caused by the negligence of the Tenant. The Tenant shall promptly notify the Landlord of any such claims of which it has knowledge and shall cooperate fully with the Landlord or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Landlord, its agents or assigns.

8.3 The Landlord shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Landlord. The limits of liability of such

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insurance shall not be less than five hundred thousand dollars (\$500,000) combined single limits. Landlord shall be solely responsible for fire and casualty insurance coverage on its own property.

8.4 The Tenant shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction of loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Tenant. The Tenant's liability coverage is provided through a self-funded liability program administered by the Office of Insurance Management. Limits of liability are five hundred thousand dollars (\$500,000) combined single limits. Tenant shall be solely responsible for fire and casualty insurance coverage on its own property, of every kind or nature, which is not part of the Premises.

8.5 All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered.

9. Authorizations and Restrictions.

9.1 Tenant may not assign this Lease or sublet any part of the premises without Landlord's written approval, which approval shall not be withheld unreasonably.

9.2 During the term of this Lease, Tenant shall use good faith and reasonable efforts to utilize those portions of the Leased Premises occupied by Tenant in furtherance of its educational, research or administrative activities. Tenant's obligation to use the Leased Premises in furtherance of its education, research or administrative activities shall be suspended during (a)

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strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation, or any other reason beyond the reasonable control of Tenant or other occupant of the Leased Premises, or (b) closure due to the restoration, reconstruction, expansion, alteration or remodeling of any building or improvement on the Leased Premises.

9.3 Tenant may install in the Leased Premises such fixtures and equipment as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not affixed to the Leased Premises. Tenant may remove Tenant's personal property from the Leased Premises at any time but shall repair any damage caused by such removal.

9.4 Tenant may remodel, alter or expand the Leased Premises, at Tenant's expense, provided such work is performed in a workmanlike manner and complies with all applicable rules and regulations. Prior to making structural improvements to the Leased Premises, Tenant shall request permission from the Landlord and such permission shall not be unreasonably withheld. Tenant shall have no obligation to construct, expand or remodel any improvements on the Leased Premises.

10. Default.

10.1 Either party shall be deemed to be in default upon the expiration of ninety (90) days from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be

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rectified within said ninety (90) day period and such party is using good faith and his best efforts to rectify the particulars.

10.2 If the defaulting party is Tenant, Landlord may decree the term ended and enter the Leased Premises; or Landlord may re-enter the Leased Premises and sublet the whole or any part thereof, for the account of the Tenant, upon as favorable terms and conditions as the market will allow. In the latter event, Landlord shall have the right to collect any rent which may thereafter become payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises.

10.3 The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

10.4 In addition to the remedies set forth in this Lease, Landlord and Tenant shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

11. Notices.

11.1 Any notice provided for herein shall be given by Registered or Certified United States Mail, postage prepaid, addressed, if to Landlord, to Landlord at City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, Idaho 83816-3964, and, if to Tenant, to Tenant at University of Idaho, Moscow, Idaho 83844-3145, Attention: Vice President for Finance and Administration.

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The person and the place to which notices are to be mailed may be changed by either party by notice to the other.

11.2 Each party agrees that a copy of all notices which may be given hereunder shall also be given by certified mail to such other persons and at such places as either party may designate in writing.

12. Attorneys' Fees.

If either party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If either party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease, or obligation of the other party to this Lease, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Lease. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

13. Recording of Master Lease.

This Lease shall be recorded in the County where the Leased Premises are located, at the expense of the Tenant.

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14. Article Headings.

The article headings of the Lease are inserted only for reference and do not affect the terms and provisions hereof.

15. Rights of Successors.

All of the rights and obligations under this Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

16. Entire Agreement.

This is the entire agreement between the parties. It replaces and supercedes any and all oral agreements between the parties, as well as any prior writings.

17. Governing Law.

This lease will be governed and construed in accordance with the laws of the State of Idaho, and venue for any legal action shall be in Kootenai County.

18. Modification.

This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

19. Severability.

If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the Tenant and Landlord.

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20. Equal Opportunity.


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

21. Non-Use of Names and Trademarks.

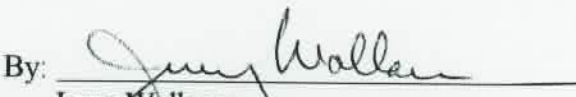
No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

EXECUTED as of the date first above written.

LANDLORD:
City of Coeur d'Alene

By: 
Sandi Bloem, Mayor

TENANT:
The Regents of the University of Idaho

By: 
Jerry Wallace,
Vice President, Finance & Administration

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STATE OF IDAHO)
) ss.
 County of Kootenai)

On this 13th day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Sandi Bloem, known to me to be the Mayor of the City of Coeur d'Alene, a municipal corporation, that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Susan K. Weathers

Notary Public for the State of Idaho

Residing at CDN

My Commission Expires 10-22-05

STATE OF IDAHO)
) ss.
 County of Kootenai)

On this 13th day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Jerry Wallace known to me to be Vice President, Finance & Administration of **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Susan K. Weathers

Notary Public for the State of Idaho

Residing at CDN

My Commission Expires 10-22-05

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List of Exhibits and Schedules:

Exhibit "A" - Site Plan

Exhibit "B" - Existing Leases and Encumbrances

Exhibit "C" - Assignment of Existing Leases

Exhibit "D" – State Board of Examiners - Request for Recognition of Assignment

Schedule I – Description of Leased Premises

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Schedule "I"

A portion of Lot 7, Fort Sherman Abandoned Military Reservation as shown in plat book "B" at page 153 A, Records of Kootenai County, State of Idaho, in Section 14, Township 50 North, Range 4 West, Boise Meridian described as follows;

Beginning at the intersection of the North line of said Lot 7 and the southwesterly right-of-way line of the Burlington Northern Railroad;

Thence along said right-of-way line South $28^{\circ}10'45''$ East, 757.17 feet to the south line of said Lot 7;

Thence along said south line North $88^{\circ}41'24''$ West, 618.0 feet;

Thence South $21^{\circ}52'$ West, 12.82 feet;

Thence North $88^{\circ}41'24'$ West, 33.0 feet to a point on the shore of the Spokane River;

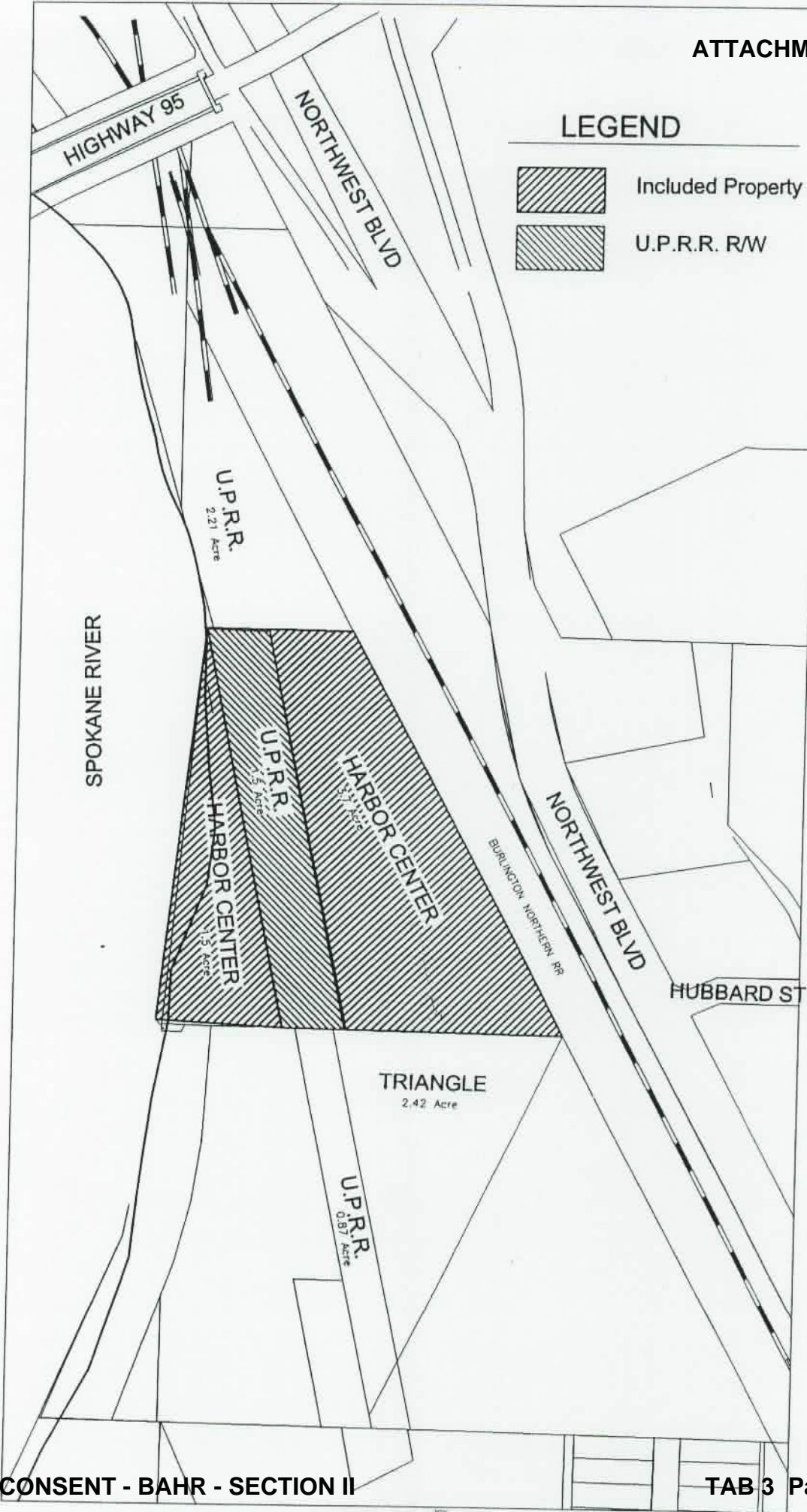
Thence northerly along said shore to the point of intersection of the North line of said Lot 7 with the Southwesterly line of the Spokane International Railroad, said point bears North $5^{\circ}33'43''$ East, 671.3 feet from last said point;

Thence along the North line of said Lot 7 South $89^{\circ}05'15''$ East, 233.0 feet to the Point of Beginning.

Except therefrom any portion lying beyond the legal high water mark of the Spokane River.

Subject to a 20 foot easement for railroad purposes, being 10 feet on each side the existing track.

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EXHIBIT B

EXISTING LEASES AND ENCUMBERANCES

**THE FOLLOWING ARE THE EXISTING LEASES AND ENCUMBERANCES
TO THE HARBOR CENTER PROPERTY:**

- 1) The Building is encumbered by a Lease between the City of Coeur d'Alene and the Idaho Department of Law Enforcement, Idaho State Police Forensics (Term: 3/01/2000 to 6/30/2003)
- 2) The Land is subject to UPRR Railroad right of way (See, Exhibit A – SITE PLAN).
- 3) Land and Building are subject to “The 1995 Sewer Revenue Refunding Bonds.”

ASSIGNMENT OF EXISTING LEASES

THIS ASSIGNMENT OF EXISTING LEASES ("**Assignment**") is made between **City of Coeur d'Alene**, a municipal corporation ("**Assignor**"), and **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho ("**Assignee**").

RECITALS

A. Assignor is leasing to Assignee that certain real property and the improvements located thereon situated in the City of Coeur d'Alene, County of Kootenai, State of Idaho and commonly referred to as the Harbor Center Building.

B. Assignor, as landlord, leases portions of the Harbor Center Building to a tenant pursuant to the leases attached hereto as Exhibit "A" ("**Existing Leases**").

C. Assignor desires to assign the Existing Leases to Assignee and Assignee desires to assume the Existing Leases pursuant to the terms and conditions of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Effective as of June 1, 2002 ("**Effective Date**"), Assignor hereby assigns, conveys and transfers to Assignee all of Assignors right, title and interest in the Existing Leases. Assignee accepts the foregoing assignment and agrees to assume, pay, perform, discharge, as and when due, all of the covenants and obligations of landlord under the Existing Leases, which arise after the Effective Date and agree to be bound by all of the terms and conditions thereof after the Effective Date.

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2. **Proration.** Any rent, charges, taxes or other sums due to Assignor under the Existing Leases shall be prorated between Assignor and Assignee as of the Effective Date. Both parties agree that as of the Effective Date, all sums due to Assignor accrued on or after the Effective Date under the Existing Leases shall be the property of Assignee and all sums owed by Assignor accrued on or after the Effective Date shall be the responsibility of Assignee.

3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants to Assignee as follows:

3.1 Assignor has not heretofore assigned, subleased, mortgaged or otherwise transferred or encumbered the Existing Leases or Assignor's interest therein.

3.2 The Existing Leases attached hereto as Exhibit "A" are true, correct, and complete copies of all leases and occupancy agreements affecting or encumbering all or any part of the Harbor Center Building.

3.3 Assignor has the full right, power and authority to enter into this Assignment and perform the obligations hereunder without the prior consent of any other person, entity or governmental agency, which consent Assignor has not previously obtained.

3.4 The Existing Leases are in full force and effect and there are no existing defaults, or events or conditions which but for the passage of time would constitute a default pursuant to such Existing Leases.

4. **Indemnification.** Assignor shall indemnify, defend and hold harmless Assignee, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignee, its successors and

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assigns, accruing on or before the Effective Date under the Existing Leases, arising from or pertaining to Assignor's use or occupation of the Harbor Center Building, or for any breach of Assignor's representations and warranties set forth in this Assignment.

Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignor, its successors and assigns, accruing after the Effective Date under the Existing Leases, or arising from or pertaining to Assignee's use or occupation of the Harbor Center Building.

5. General Provisions. This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

5.1 The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

5.2 This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

5.3 This Assignment may be executed in counterparts and shall be effective upon execution of one or more of such counterparts by each of the parties hereto. Signature pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple(s) of this Assignment.

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5.4 In the event any party hereto is composed of more than one (1) person, the obligations of such party shall be joint and several.

EXECUTED as of the date first above written.

ASSIGNOR:

City of Coeur d'Alene

ASSIGNEE:

The Regents of the University of Idaho

By: _____
Sandi Bloem, Mayor

By: _____
Jerry Wallace, Vice President, Finance

List of Exhibits:

Exhibit "A" - Existing Leases

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the STATE OF IDAHO, by and through **Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 240, Coeur d'Alene, Idaho**

2. Term. The term of this Lease Agreement is **40** months. As time is of the essence, the term of this Lease Agreement shall begin on **March 1, 2000** and shall end at midnight on **June 30, 2003**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **\$4,463.34** each. The lease payment shall be computed at a rate of **\$13.39** per square foot, per year. The total square footage of the Premises is **4,000**, subject to measurement using BOMA standard. The total yearly lease payment is **\$53,560.00**. Upon election by the Lessee to pay in advance _____ quarterly, _____ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

March 1, 2000 – June 30, 2000	\$13.39/sq.ft = \$17,853.36
July 1, 2000 – June 30, 2001	\$13.39/sq.ft = \$53,560.00
July 1, 2001 – June 30, 2002	\$13.39/sq.ft = \$53,560.00
July 1, 2002 – June 30, 2003	\$14.06/sq.ft = \$56,240.00

Lessor and Lessee agree to a 5% increase for the last year of the lease.

In addition, Lessee shall pay \$200 per year for use of a ballistics training and chemical storage area (190 sq. ft.).

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:

Domestic water and sewer.
Electricity.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).
Heating system and related equipment.
Cooling and air handling system and related equipment.
Electrical system and related equipment.
Sewer and plumbing systems and related equipment.
Exterior lighting, including landscaped areas, parking area and walkway.
Cleaning ground and parking area of debris ☒ weekly ___ monthly ___ other: _____.

Common area janitorial service ☒ daily (excluding weekends and holidays) ___ other: _____.

Trash removal from property ☒ weekly ___ other: _____.

Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.

Light bulb and fluorescent tube replacement.

Ice and snow removal prior to start of each business day.

Directory sign with Lessee name.

Door sign with Lessee name.

Lawn and shrubbery care weekly during season.

C. Parking:

A total of 12 lighted and paved automotive parking spaces in the upper parking lot (including 0 of which will be secured) will be available and maintained with adequate

ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public

authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

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

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed \$3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is \$4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee \$8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and

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without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-

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1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at 710 E. Mullan, Coeur d'Alene, ID, 83816-0489 and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., P. O. Box 700, Meridian, ID 83680-0700. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written

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consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed \$3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

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29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

30. Executive Order 96-18. Executive Order 96-18 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) compliance with the intent of the Environmental Protection Agency's Green Lights State Partner program; (iv) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (v) "state-of-the-art" systems and equipment to conserve energy economically.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

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

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people

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known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term. Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours, shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By: [Signature]

ATTEST:

Susan K. Weather
City Clerk

STATE OF IDAHO)

COUNTY OF KOOTENAI)

)ss.

On this 24th day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Melissa Gottwald
Commission expires on 7/22/05
Residing at Coeur d'Alene, ID

LESSEE:



STATE OF IDAHO

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)ss.

COUNTY OF ADA

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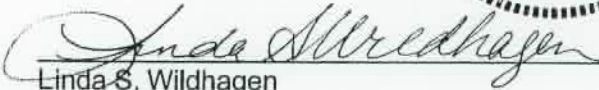
On this 30th day of March, ²⁰⁰⁰~~19~~, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



E. Laraine McCoy
Commission expires on 2/10/05
Residing at Boise, Idaho

APPROVED BY:



Linda S. Wildhagen
Leasing Manager
Division of Public Works
Department of Administration

3/31/2000

Date

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the **STATE OF IDAHO, by and through Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee **1,000 square feet** of the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 220, Coeur d'Alene, Idaho.**

2. Term. The term of this Lease Agreement is **15 months**. As time is of the essence, the term of this Lease Agreement shall begin on **April 1, 2000** and shall end at midnight on **June 30, 2001**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **\$1,115.84** each. The lease payment shall be computed at a rate of **\$13.39** per square foot, per year. The total square footage of the Premises is **1,000**, subject to measurement using BOMA standard. The total yearly lease payment is **\$13,390**. Upon election by the Lessee to pay in advance _____ quarterly, _____ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

April 1, 2000 – June 30, 2000	\$13.39/sq. ft. = \$3,347.52
July 1, 2000 – June 30, 2001	\$13.39/sq. ft. = \$13,390.00

Because of unknown funding, Lessee has the option to renew annually.

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement

acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections.

At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

It is understood and agreed to by Lessor that Lessee may, when funding is available, remodel to include carpet removal, removal of interior walls, and installation of tile flooring at Lessee's expense. The Lessee will dispose of all waste.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:

Domestic water and sewer.
Electricity.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).
Heating system and related equipment.
Cooling and air handling system and related equipment.
Electrical system and related equipment.
Sewer and plumbing systems and related equipment.
Exterior lighting, including landscaped areas, parking area and walkway.
Cleaning ground and parking area of debris ☒ weekly ☐ monthly ☐ other: _____
Common area janitorial service ☒ daily (excluding weekends and holidays) ☐ other: _____
Trash removal from property ☒ weekly ☐ other: _____
Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.
Light bulb and fluorescent tube replacement.
Ice and snow removal prior to start of each business day.
Directory sign with Lessee name.
Door sign with Lessee name.
Lawn and shrubbery care weekly during season.

C. Parking:

A total of **NA** lighted and paved automotive parking spaces (including **NA** of which will be secured) will be designated and maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. Lessee will construct a security wall and Lessor agrees to credit the Lessee \$500 on the rent.
3. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water,

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

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed \$3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is \$4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee \$8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable

wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council. The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the

Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **710 E Mullan, Coeur d'Alene, ID 83816-3964**, and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., **P. O. Box 700, Meridian, ID 83680-0700**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred

twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed \$3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building

Fund Advisory Council.

30. Executive Order 96-18. Executive Order 96-18 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) compliance with the intent of the Environmental Protection Agency's Green Lights State Partner program; (iv) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (v) "state-of-the-art" systems and equipment to conserve energy economically.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

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

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term.

Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By:

ATTEST:

City Clerk

STATE OF IDAHO

COUNTY OF KOOTENAI

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)ss.
)

On this 24th day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

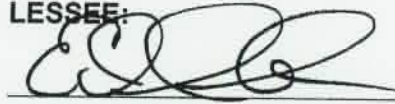
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Commission expires on 7/22/05
Residing at Colebrook, VT

1739109

LESSEE:



STATE OF IDAHO

)

)ss.

COUNTY OF ADA

)

On this 30th day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



E. Laraine McCoy
Commission expires on 2/10/05
Residing at Boise, Idaho

APPROVED BY:



Linda S. Wildhagen
Leasing Manager
Division of Public Works
Department of Administration

3/31/2000

Date

**STATE BOARD OF EXAMINERS
Request for Recognition of Assignment**

"Assignor" as used herein is: City of Coeur d'Alene
Address: 710 East Mullan
Coeur d'Alene, Idaho 83816
"Assignee" as used herein is: Regents of the University of Idaho
Vice President for Finance and Administration
PO Box 443162
Address: Moscow, Idaho 83844-3162

"Board" as used herein is the State Board of Examiners, State of Idaho.

"Controller" as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

Real property leases regarding the STATE OF IDAHO, by and through the Idaho State Police as "Lessee" and Lessee's occupancy of 1000 West Hubbard Street, Suites 220 and 240, Coeur d'Alene, Idaho

WHEREAS, the Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions below:

- (1) Assignee agrees that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.
- (2) If the State receives more than one claim against the amounts owed to Assignor, Assignee shall pay the State the total cost of evaluating such claims. These costs include, but are not limited to reasonable attorney's fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.
- (3) As to any payments made by the State to Assignee on the above referenced obligations, Assignee agrees to defend, indemnify and hold harmless the State of

Idaho for any claims made against the State resulting from such payments to Assignee. It is intended that the State of Idaho be made whole in any dispute involving payments made to Assignee.

The undersigned certifies that he/she is duly authorized by Assignee to execute this Agreement.

DATED this _____ day of _____, 2002.

ASSIGNEE

ASSIGNOR

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the ASSIGNEE whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public for _____
Residing at _____
My commission expires _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the ASSIGNOR whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she executed the same.

**CONSENT AGENDA
APRIL 18, 2013**

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**CONSENT AGENDA
APRIL 18, 2013**

UNIVERSITY OF IDAHO

SUBJECT

Purchase of Mass Spectrometer

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3

BACKGROUND/DISCUSSION

The University of Idaho seeks to acquire a specific Thermal Ionization Mass Spectrometer (TIMS) to strengthen collaborative inter-University programs in isotope geochemistry. The proposed Phoenix TIMS produced by Isotopx is the only TIMS available with an axial Daly collector, producing the best available linear dynamic range which is crucial for measurements of low-abundance isotopes. No other vendor offers a TIMS with a Daly collector and other TIMS designs do not meet the standards required for the University's research.

IMPACT

Total purchase price is \$633,127.00. Funds for the purchase come from an NSF Major Research Instrumentation Grant (\$561,207.00) with matching University funds (\$71,920.00).

ATTACHMENTS

Attachment 1 – Vendor Quote

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for the purchase of a mass spectrometer for a purchase price of \$633,127.00 pursuant to the vendor quote attached to the materials presented to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
APRIL 18, 2013

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Phoenix^X Quotation

Quote	1296R7
Date	1-30-13
Page	Page 1 of 4

Isotop^x

Excellence in mass spectrometry

QUOTATION FOR

Dr. Brian Kennedy
University of Idaho
Department of Fish and Wildlife Resources
PO Box 441136
Moscow ID 83844-1136

FROM

Laurie Lee Lischer
Office Manager
Cell 508-216-4018
Phone 508-337-TIMS (8467)
Fax 508-337-8469
Email: laurie.lischer@Isotopx.com

Qty	Number	Description	Item Price USD	Total USD
1	Phoenix Base System	Phoenix Thermal Ionization Mass Spectrometer. +/- ion operation. Ion source with 700l/s ceramic bearing turbomolecular pump with scroll backing pump. 9 motorized Faraday Collectors. Includes one 20 sample magazine. PC loaded with IonVantage and Microsoft Office. Two 21" TFT colour monitors. Colour laser printer.	\$ 515,300	\$ 515,300
1	M583322CC3	Pyrometer	\$ 15,200	\$ 15,200
1	6062500	Air Compressor	\$ 1,000	\$ 1,000
Selected Spares				
1	M699016DD1	Spare 6 litre liquid nitrogen Cold Trap	\$ 3,040	\$ 3,040
1	M524168DC1	Spare Collimator	\$ 8,640	\$ 8,640
2	M524167BC1	Spare collimator entrance slit 0.7mm	\$ 128	\$ 256
1	M611002CC2	Spare 20 sample turret with 20 bead blocks	\$ 7,680	\$ 7,680
1	M247846BD1	Bead Block Exit Slits (1000)	\$ 1,440	\$ 1,440
1	M699302AC1	Spares kit including extended consumables	\$ 3,520	\$ 3,520
Accessories				
1	Daly	Axial ion counting Daly detector behind Faraday collector array with 10 year warranty	Included	Included
1	T4003231	Sample Loader provides controlled current to filament when loading sample	\$ 4,640	\$ 4,640
1	M699230DC1	DG20. PC controlled degas bench to process 20 filaments simultaneously (240V 50Hz only. Requires 1785145 for USA). Includes laptop/tablet control PC.	\$ 44,000	\$ 44,000
1	DG20AUTO	PC Control option for DG20, Includes laptop PC	\$ 1,600	\$ 1,600
1	1785145	USA compatible transformer (for DG20 Degas Bench)	\$ 2,400	\$ 2,400
1	T1040215	Spot Welder (110V 60Hz)	\$ 6,400	\$ 6,400
1	1785145	USA compatible transformer (for Phoenix)	\$ 2,400	\$ 2,400

Phoenix January 2012

Isotopx Inc.
5533 Clark Road
Conesus NY 14435

Tel: 508-337-TIMS (8467)
Fax: 508-337-TIMZ (8469)

info@isotopx.com
www.isotopx.com

Phoenix^X Quotation

Isotop^x

Excellence in mass spectrometry

Quote	1296R7
Date	1-30-13
Page	Page 2 of 4

Qty	Number	Description	Item Price USD	Total USD
Filaments				
30	T3008829	Box of 25 blank filaments - centre	\$ 133	\$ 3,984
15	T3008827	Box of 25 blank filaments - inner	\$ 133	\$ 1,992
15	T3008828	Box of 25 blank filaments - outer	\$ 128	\$ 1,920
50	T1040141	Rhenium Ribbon (price per metre, minimum order quantity 5 metres)	\$ 80	\$ 4,000
6	T4002583	Box of 25 Rhenium filaments - centre	\$ 307	\$ 1,843
3	T4002581	Box of 25 Rhenium filaments - inner	\$ 312	\$ 936
3	T4002582	Box of 25 Rhenium filaments - outer	\$ 312	\$ 936
Training				
1	TRAINING	Training, On Site. Basic training performed by installation engineer immediately following sign-off (2 days max)	Included	Included
1	TRAINING2	Extended training immediately following sign-off by the installation engineer. Additional 3 days	Included	Included
Warranty				
1	WARRANTY	Warranty for two year parts and labor excludes preventative visit.	Included	Included
Shipping and Installation				
1	FREIGHT	Shipping and Handling to U ID loading dock	Included	Included
DELIVERY TWO MONTHS ARO for order placed by 1-31-13				
1	INSTALL	Installation and Acceptance of Phoenix system and accessories. 4 to 6 weeks duration to standard published instrument specifications on user prepared site. Site Checklist must be returned prior to installation.	Included	Included
TOTAL DISCOUNTED SYSTEM PRICE				\$ 633,127

**Service Contract Options commence after 2 yr warranty PM visit concurrent with Boise State University			Price	Discounted Price
1	PM3	Silver Plus Maintenance for one year (year 3)	\$ 12,500	\$ 7,000
1	PM4	Silver Plus Maintenance for two years (years 3 and 4)	\$ 25,000	\$ 14,000
1	PM5	Silver Plus Maintenance for three years (years 3, 4 and 5)	\$ 37,500	\$ 21,000
1	PM6	Silver Plus Maintenance for four years (years 3, 4, 5 and 6)	\$ 50,000	\$ 28,000
1	PM7	Silver Plus Maintenance for five years (years 3, 4, 5, 6 and 7)	\$ 62,500	\$ 35,000
1	PM8	Silver Plus Maintenance for six years (years 3, 4, 5, 6, 7 and 8)	\$ 75,000	\$ 42,000

**SILVER PLUS MAINTENANCE SERVICE AGREEMENT provides Bronze coverage (phone and e-mail technical support for one year) plus one annual preventative maintenance visit that includes a thorough checkup. All factory recommended preventative maintenance will be performed. Duration of this visit is estimated at three-five days. All

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Phoenix January 2012

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Phoenix^X Quotation

Isotop^x

Excellence in mass spectrometry

Quote	1296R7
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costs associated with the preventative maintenance visit are included. System bake out is included. All costs (labor, travel, expenses) associated with the preventative maintenance visit are included. Remote diagnostics is included if available. Customer to provide any needed hardware or Internet access. **PM and other Parts are not included.** Instrument is expected to be operational prior to visit. In order to receive this discounted rate, the visit must be performed concurrently with Boise State University service visit. It must be scheduled at least 21 days in advance at a mutually agreeable time. Should additional repair time be necessary during the PM visit, it may be purchased at a discounted rate of \$175/hour for travel and labor and expenses at actual rates. Any separate emergency service visit will be billed at actual per call rates and expenses. Funds can roll over to the following year provided the Maintenance visit and any technical support are not used in the previous year.

Service and spares pricing are only valid if ordered and paid for as part of an instrument package

Terms

Payment	Prices are end user. Payment terms of 40% upon receipt of order, 50% upon shipment, balance on installation and acceptance of standard specifications, on receipt from Invoice date. Import duty and customs fees and sales tax not included.
Shipping	Exworks from Middlewich UK to customer loading dock. Price is estimated and excludes customs fees, duty fees, and clearance charges.
Delivery	Two months from acceptance of order or sooner depending on configuration subject to completion and approval of European export regulations. A signed EUU (End User Undertaking) is required 30 days from receipt of order.
Validity	Quotation is valid to January 31, 2013
Training	The engineer will provide basic instruction for the operator during installation which covers operation and maintenance of the instrument. Additional training courses are available
Installation:	Installation to specifications on user prepared site. The Site Checklist from the Phoenix Site Planning Guide must be returned prior to shipment. All necessary services must be in place prior to shipment and installation. Installation will commence immediately after delivery for a duration of 4-6 weeks on standard configuration and specifications. Installation may take longer depending on complexity of configuration and non-standard specifications. Installation by non-US citizens.
Warranty:	24 months warranty on parts and labor from installation for new instruments unless otherwise quoted. A delay of more than 60 days between delivery and installation through no fault of Isotopx will affect warranty on original equipment manufacturer parts (such as rotary pumps, turbo pumps). All instruments are backed by a 10 year warranty for Faraday and Daly.
Notes:	Isotopx retains the right to substitute any item with one of equal or greater performance without notice. Prices of options and accessories are valid only if ordered at the same time as the basic instrument

Phoenix January 2012

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Phoenix^X Quotation

Quote	1296R7
Date	1-30-13
Page	Page 4 of 4

Isotop^x

Excellence in mass spectrometry

Please see our website, www.isotopx.com, for detailed information on our warranty, service and general terms and conditions as part of this quotation.

Contact and Company Information

X Correspondence/Orders/Remit to

Laurie Lischer
Isotopx Inc
5533 Clark Road
Conesus NY 14435 USA
Phone 508-337-TIMS (8467)
Fax 508-337-8469
Email: laurie.lischer@isotopx.com

X Manufacturing

Isotopx Limited
Unit 1A Millbrook Court
Midpoint 18 Aston Way
Middlewich, Cheshire
CW10 0GE, UK
Phone 44-1606-839-810
Fax 44-1606-839-811

X Company Information

EIN: 26-2019837
DUNS: 809623155
NAICS: 334516
Cage Code: 50HJ0
SBA Type: Small

X Bank/Wire Details

Bank: Citizens Bank
Address: 1 Citizens Drive
Riverside RI 02915
Bank ABA: 211070175
Account # 1311727008
Bank Phone 800 922 9999

Phoenix January 2012

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CONSENT
APRIL 18, 2013

SUBJECT

Quarterly Report: Programs and Changes Approved by Executive Director

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.4.b.(ii), Program Approval and Discontinuance

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.4.a and b.(ii), Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year. Board policy also requires Executive Director approval of program discontinuations to include "Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000."

Consistent with Board Policy III.G.4.b.(ii), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, and discontinuations from Idaho's public colleges and universities that were approved between December 2012 and March 2013 by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Programs and Changes Approved by the
Executive Director

Page 3

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

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CONSENT
APRIL 18, 2013

Academic Programs
Approved by Executive Director
December 2012 and March 2013

Boise State University

- Discontinued Bachelor of Arts in Geoarcheology
- Discontinued Master of Music, Pedagogy
- Discontinued BBA in Information Technology Management, discontinue Networking Emphasis and Development Emphasis

Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)

Changed the names of existing baccalaureate degrees in Engineering as follows:

- Bachelor of Science, Civil Engineering in Civil Engineering to Bachelor of Science in Civil Engineering
- Bachelor of Science, Mechanical Engineering in Mechanical Engineering to Bachelor of Science in Mechanical Engineering
- Bachelor of Science, Electrical Engineering in Electrical Engineering to Bachelor of Science in Electrical Engineering
- Bachelor of Science, Construction Management in Construction Management to Bachelor of Science in Construction Management
- Bachelor of Science, Materials Science & Engineering in Materials Science & Engineering to Bachelor of Science in Materials Science & Engineering

Changed the names of existing Department of Instructional and Performance Technology to include existing graduate program and certificate as follows. BSU also made a change to catalog to delete the residency requirement for the master's degree thesis option as the entire program will be offered entirely online effective Fall 2013.

- Department of Instructional and Performance Technology to Department of Organizational Performance and Workplace Learning
- Graduate Certificate in Human Performance Technology to Graduate Certificate in Workplace Performance Improvement
- Master of Science in Instructional and Performance Technology to Master of Science in Organizational Performance and Workplace Learning

Idaho State University

Discontinued/Consolidated Minor in Dance w/Dance Education Emphasis

Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)

Changed the name of existing programs and departments as follows:

- Master of Training and Development to Master of Organizational Learning and Performance
- Bachelor of Science in Human Resource Training and Development to Bachelor of Science in Workplace Training and Leadership.

CONSENT
APRIL 18, 2013

- Department of Human Resource Training and Development to the Department of Organizational Learning and Performance

University of Idaho

Confucius Institute (partnership between the University of Idaho (UI) and the Confucius Institute Headquarters of China (the Headquarters), to offer four new Chinese language courses on UI's main campus. Any future growth outside the four Chinese language courses will come through the regular UI and Board review and approval processes.

Professional - Technical Education Programs
Approved by Executive Director

Program Activity	Institution
Discontinued Graphic Design for Print option offered under the Digital Media program. Changed the curriculum for the Technical Certificate and AAS degree offered under the program.	CSI
Changed curriculum for the AAS degree offered in the Business Management & Entrepreneurship option of the Business Management & Entrepreneurship program. Request included approval of new Technical Certificate.	CSI
Expanded Associate of Applied Science in Medical Administrative Support.	CWI
Expanded Associate of Applied Science degrees in Energy System Instrumentation and Controls Engineering Technology, Energy Systems Electrical Engineering Technology, Instrumentation and Automation Engineering Technology, and Nuclear Operations Technology to include a Technical Certificate in Energy Systems Technology.	ISU

CONSENT
APRIL 18, 2013

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Approval to Discontinue the Radiation Safety Program

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G.8. and IDAPA 55.01.02 - Section 101.01, Inadequate Job Opportunities

BACKGROUND/DISCUSSION

Eastern Idaho Technical College proposes to discontinue the Radiation Safety Program due to diminishing job placement opportunities for graduates. The last cohort of students was admitted in fall 2012 and the final term will be completed at the end of summer term July 2013. There will be no continuing students at the conclusion of the summer term in 2013.

IMPACT

One FTE faculty position will be impacted by the discontinuance of this program. Salary and budget savings associated with this program discontinuation total \$68,000. This funding will be reallocated to enhance other existing programs or to develop a new program. Capital equipment accumulated over time for this program will continue to be utilized by the College's Environmental Safety & Health Program.

ATTACHMENTS

Attachment 1 – Proposal

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Division of Professional-Technical Education has reviewed the request and recommends State Board approval.

BOARD ACTION

I move to approve the request from Eastern Idaho Technical College to terminate the Radiation Safety Program as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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MEMORANDUM

March 8, 2013

TO: Mike Rush
Executive Director
State Board of Education

FROM: Todd Schwarz 
Administrator

SUBJECT: Program Proposal

In accordance with State Board policy, the enclosed Program Proposal is forwarded for approval by the State Board for Professional-Technical Education.

Eastern Idaho Technical College has requested to discontinue the **Radiation Safety** program due to diminishing job placement opportunities for graduates. The Division has reviewed and approved the request and recommends State Board approval. Please notify the Division office of State Board action when completed.

If you have any questions regarding the enclosed request, please let me know. Thank you.

TS/ds

Enclosure

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Idaho State Board of Education**Proposal for Other Academic Program Activity and Professional-Technical Education**

	01-17-13
Institution Submitting Proposal:	Eastern Idaho Technical College
Name of College, School, or Division:	
Name of Department(s) or Area(s):	Workforce Training

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	Radiation Safety		
Degree:	Technical Certificate		
Method of Delivery:	Classroom, laboratory, supervised work experience		
CIP code (consult IR /Registrar)	41.0299		
Proposed Starting Date:	Fall 2013		
Indicate if the program is:	X	Regional Responsibility	Statewide Responsibility

Indicate whether this request is either of the following:

- | | |
|---|--|
| <input type="checkbox"/> New Program (minor/option/emphasis or certificate) | <input checked="" type="checkbox"/> Discontinuance of an Existing Program/Option |
| <input type="checkbox"/> New Off-Campus Instructional Program | <input type="checkbox"/> Consolidation of an Existing Program |
| <input type="checkbox"/> New Instructional/Research Unit | <input type="checkbox"/> Expansion of an Existing Program |
| <input type="checkbox"/> Contract Program/Collaborative | <input type="checkbox"/> Other |

Kenneth Erickson 1/17/13
College Dean (Institution) Date

Vice President for Research (as applicable) Date

[Signature] 1/28/2013
Graduate Dean (as applicable) Date

[Signature] 3.11.13
State Administrator, SDPTE (as applicable) Date

[Signature] 1/28/13
Chief Fiscal Officer (Institution) Date

Academic Affairs Program Manager Date

[Signature] 1-28-13
Chief Academic Officer (Institution) Date

Chief Academic Officer, OSBE Date

[Signature] 1-28-13
President Date

SBOE/OSBE Approval Date

March 16, 2012

Page 1

CONSENT - IRSA**TAB 6 Page 5**

Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program and each program discontinuance. All questions must be answered.

- 1. Describe the nature of the request.** Will this program/option be related or tied to other programs on campus? Please identify any existing program, option that this program will replace. *If this is request to discontinue an existing program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

This program will not be related or tied to other programs at EITC. This program is being discontinued due to diminishing job placement opportunities for graduates. The last cohort of students was admitted in the fall semester of 2012 and the final term will be completed at the end of the summer term in July 2013. There will be no continuing students at the conclusion of the summer term in 2013.

According to Economic Modeling Specialists, International, there are currently 96 positions in the state for graduates of this program and no current job openings. There were four job openings in the state in 2011 and it is anticipated that job growth will decrease by 5%.

- 2. List the objectives of the program.** The objectives should address specific needs (industry) the program will meet. They should also identify the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

n/a

- 3. Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional accreditation)? If so, please identify the agency and explain why you do or do not plan to seek accreditation. *This question is not applicable to requests for discontinuance.*

n/a

- 4. List new courses that will be added to curriculum specific for this program.** Indicate number, title, and credit hour value for each course. Please include course descriptions for new and/or changes to courses. ***Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.*** *This question is not applicable to requests for discontinuance.*

n/a

- 5. Please provide the program completion requirements and attach to this proposal as Appendix A.** *This question is not applicable to requests for discontinuance. n/a*

Credit hours required in major:	
Credit hours required in minor:	
Credit hours in institutional general education or core curriculum:	
Credit hours in required electives:	
Total credit hours required for completion:	

- 6. Identify similar programs offered within Idaho or in the region by other colleges/universities.** If the proposed request is similar to another state program, provide a rationale for the duplication. Institutions do not need to complete this section for PTE programs. *This question is not applicable to requests for discontinuance. n/a*

March 16, 2012

Page 2

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU			
CSI			
CWI			
EITC			
ISU			
LCSC			
NIC			
UI			

7. **Describe the methodology for determining enrollment projections.** If a survey of student interest was conducted, attach a copy of the survey instrument with a summary of results as **Appendix B**. *This question is not applicable to requests for discontinuance.*

n/a

8. **Enrollment and Graduates.** Provide a realistic estimate of enrollment at the time of program implementation and over three year period based on availability of students meeting the criteria referenced above. Include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed program, last three years beginning with the current year and the previous two years. Also, indicate the number of graduates and graduation rates.

Discontinuations. Using the chart below include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed discontinuation, last three years beginning with the current year and previous two years. Indicate how many students are currently enrolled in the program for the previous two years to include number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU							
CSI							
CWI							
EITC	11	22	29	11	19	24	87%
ISU							
LCSC							

March 16, 2012

Page 3

NIC							
UI							

9. Will this program reduce enrollments in other programs at your institution? If so, please explain.

Yes. Discontinuance of this program will reduce student numbers in general education classes such as ENG 101 English Composition, MAT 1 8 Intermediate Algebra, and PSY 101 Introduction to Psychology.

10. Provide verification of state workforce needs such as job titles requiring this degree. Include State and National Department of Labor research on employment potential. *This question is not applicable to requests for discontinuance. n/a*

Using the chart below, indicate the total projected job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old. *This question is not applicable to requests for discontinuance.*

	Year 1	Year 2	Year 3	Total
Region				
State				
Nation				

- a. Describe the methodology used to determine the projected job openings. If a survey of employment needs was used, please attach a copy of the survey instrument with a summary of results as **Appendix C**.
- b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.
- c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.
11. Will any type of distance education technology be utilized in the delivery of the program on your main campus or to remote sites? Please describe. *This question is not applicable to requests for discontinuance.*
- n/a
12. Describe how this request is consistent with the State Board of Education's strategic plan and institution's role and mission. *This question is not applicable to requests for discontinuance.*
- n/a
13. Describe how this request fits with the institution's vision and/or strategic plan. *This question is not applicable to requests for discontinuance. n/a*

Goals of Institution Strategic Mission	Proposed Program Plans to Achieve the Goal

March 16, 2012

Page 4

14. Is the proposed program in your institution's Five-Year plan? Indicate below. *This question is not applicable to requests for discontinuance. n/a*

Yes ____ No ____

If not on your institution's Five-Year plan, provide a justification for adding the program.

15. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally). *For request to discontinue program, how will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?*

There will not be continuing students from this program.

16. Program Resource Requirements. Using the Excel spreadsheet provided by the Office of the State Board of Education, provide a realistic estimate of costs needed for the overall program. This should only include the additional costs that will be incurred and not current costs. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

One FTE faculty position will be impacted by the discontinuance of this program. Salary and budget savings associated with this program total \$68,000. This funding will be reallocated to grow an existing program or develop a new program. At present, a decision as to how these funds will be reallocated has not been made. Capital equipment which has been accumulated for this program will continue to be utilized by the College's Environmental Safety & Health Program which is a qualifications-driven program focused on the areas of radiation safety, respirator, and industrial safety. This program is geared to employees at the Idaho National Laboratory (INL) and delivered both on campus and at the INL.

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Program Resource Requirements. Provide a realistic estimate of costs needed for the overall program. This should only include the additional costs that will be incurred and not current costs. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

A. REVENUE

	FY		2013		FY		2014		FY		Cumulative Total	
	On-going		One-time		On-going		One-time		On-going		On-going	One-time
1. Appropriated (Reallocation)	\$68,000.00				-\$68,000.00						\$0.00	\$0.00
2. Appropriated (New)											\$0.00	\$0.00
3. Federal											\$0.00	\$0.00
4. Tuition											\$0.00	\$0.00
5. Student Fees											\$0.00	\$0.00
6. Other (Specify)											\$0.00	\$0.00
Total Revenue	\$68,000.00		\$0.00		-\$68,000.00		\$0.00		\$0.00		\$0.00	\$0.00

B. EXPENDITURES

	FY		2013		FY		2014		FY		Cumulative Total	
	On-going		One-time		On-going		One-time		On-going		On-going	One-time
1. Personnel	\$67,400.00				-\$67,400.00						\$0.00	\$0.00
2. Operating	\$600.00				-\$600.00						\$0.00	\$0.00
3. Equipment											\$0.00	\$0.00
4. Facilities											\$0.00	\$0.00
5. Other (Specify)											\$0.00	\$0.00
Total Expenditures	\$68,000.00		\$0.00		-\$68,000.00		\$0.00		\$0.00		\$0.00	\$0.00
Net Income (Deficit)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

Program Proposal Budget Template
(Other Program Activity PTE)

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SUBJECT

Higher Education Research Council Appointments

REFERENCE

August 2010

Board appointed Michael J. Scott and Haven Baker to the Higher Education Research Council for three (3) year terms.

December 2011

Board appointed Peter Midgley to the Higher Education Research Council for a three (3) year term.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research Council Policy

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Policy. HERC also provides direction for and oversees the use of research funding provided by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the State. HERC's annual budget has averaged approximately \$1.4 million over the past ten years.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory; and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics. Terms are for three years

Michael Scott has taken a position with a company based in Virginia creating a vacancy on the Council. At this time HERC is submitting Bill Canon's name to fill the vacant non-institutional representative position.

Bill Canon is currently employed with VIS - Valmark Interface Solutions. VIS is an industry-leading, global design and manufacturer of advanced, innovative user interface products and devices. Based out of Livermore, California and with manufacturing facilities in Monterrey, Mexico, VIS is an operating unit of Kinetek, a US-based manufacturer of custom engineered control, motor and drive system solutions. In late 2012, the Kinetek group of companies became part of the Nidec Group, a \$9 billion manufacturer of electric motors and related electronic components. Bill's current role is as Director of Strategic Business Development, with specific interest in growing his company's high-tech user interface products in the global arena - primarily in the med-tech, industrial, and electronics markets. Bill's expertise and extensive experience in the user interface industry,

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at both the professional and executive levels, include strategy creation, operations, design engineering, program and project management, and large-scale applications engineering sales support.

Bill earned his electronics engineering degree from DeVry Institute of Technology in Phoenix, Arizona, where he later spent 10 years as a customer service engineer for a leading national computer maintenance organization. Bill went on to earn his MBA from Boise State University, joining PKG in Meridian, Idaho in 1996. After 15 successful years with PKG, Bill moved on to greater challenges and opportunities by joining VIS in 2012 and is currently enjoying the challenges of helping a high-tech organization grow in today's complex marketplace. Working and living in Idaho, Bill stays connected in our community through his involvement with Vistage International, The CORE, Idaho Technology Council, and St. Luke's Advisory Council. A self-described soccer dad, Bill's favorite activities are spent with his family and friends in the great Idaho outdoors hunting, fishing, camping, and dirt-biking.

ATTACHMENTS

Attachment 2 – HERC Membership

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STAFF COMMENTS AND RECOMMENDATIONS

Members of the council solicited names for the position and is forwarding Bill Canon's name to the Board for consideration. Mr. Canon would serve a three year term effective immediately. Staff recommends approval.

BOARD ACTION

I move to appoint Bill Canon to the Higher Education Research Council for a three-year term, effective immediately, expiring June 30, 2016.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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HIGHER EDUCATION RESEARCH COUNCIL

Dr. John K. "Jack" McIver, HERC Chairman
Vice President for Research & Economic Development
University of Idaho

Dr. Haven Baker, HERC Vice Chair (8/10-8/13)
Vice President of New Market Initiatives

Dr. David J. Hill
Deputy Lab Director for Science & Technology
Idaho National Laboratory

Dr. Howard Grimes
Vice President for Research & Economic
Development
Idaho State University

Dr. Carmen Simone
Provost & Vice President of Academic Affairs
Lewis-Clark State College

Dr. Mark Rudin
Vice President for Research & Economic
Development
Boise State University

Vacant
Non-institutional Partner

Peter Midgley (12/11-12/14)
Patents, Intellectual Property Litigation & Appeals
Lawyer
Parsons, Behle & Latimer

Board Staff Support
Tracie Bent
Chief Planning & Policy Officer
Tracie.Bent@osbe.idaho.gov
Phone : 332-1582

Helen Pline
Administrative Assistant II
Helen.Pline@osbe.idaho.gov
Phone : 332-1567

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UNIVERSITY OF IDAHO

SUBJECT

Request to name the proposed Classroom/Office facility for the Pitkin Nursery, Moscow.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.K.1.b.

BACKGROUND/ DISCUSSION

The University's College of Natural Resources operates a teaching and outreach program for the University's Center for Forest Nursery and Seedling Research at the University's Franklin H. Pitkin Forest Nursery, located just east of Moscow. The program currently operates in a single-wide trailer dating from the 1970's. This temporary structure does not meet current programming needs for classroom and office space at the site. The University has undertaken a feasibility study regarding the potential to replace the temporary structure with a permanent facility to better meet the teaching and outreach needs. The new structure is envisioned to provide 2,150 square feet, and to be constructed of materials highlighting the Idaho forest products industry. The proposed capital project is currently estimated at \$565,000. Project funding is through a combination of private and forest product industry donations, along with local University funding. The Executive Director's authorization for the project was granted on February 5, 2013.

As part of the fundraising efforts, we recently received a gift in the amount of \$225,000 for this facility with the request from the donor that the facility be named after Thomas L. and Teita Reveley. Throughout Tom's career, he and his wife Teita have maintained a strong and close relationship with the University of Idaho. This naming recommendation is made in recognition of the achievements of Tom and Teita and for their unwavering service, advocacy, leadership, and financial support of the University of Idaho. Tom has served on the Advisory Board for the College of Natural Resources, is a current member of the Lionel Hampton Jazz Festival Advisory Board, and a director for the University of Idaho Foundation, Inc. Tom and Teita have provided substantial financial support of the University of Idaho including leadership gifts in support of the President, Dean of the College of Natural Resources, Thomas L. and Teita Reveley Scholarship Endowment, the Geospatial Education and Research Complex, and the Adjudicated Student Performance Endowment – Lionel Hampton Jazz Festival.

The building is expected to be constructed and ready for occupancy by fall 2013.

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This project directly supports the University's strategic plan and its education, research, and outreach goals, and is fully consistent with the University's Long Range Campus Development Plan (LRCDP).

IMPACT

There is no fiscal impact in the naming of this facility.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.K. Naming/Memorializing Buildings and Facilities specifies that when naming a building or facility for other than a former employee the Board will consider the distinguished contributions made by the individual to the institution and that when naming in recognition of a gift that no commitment for naming can be given to the prospective donor prior to Board approval and that the Board will also consider the following factors:

- a) The nature of the proposed gift and its significance to the institution;
- b) The eminence of the individual whose name is proposed; and
- c) The individual's relationship to the institution.

The University's request is compliant with Board policy. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to name the proposed classroom and office facility to be constructed for the Center for Forest Nursery and Seedling Research at the Franklin H. Pitkin Forest Nursery, "The Tom and Teita Reveley Classroom Facility."

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BOISE STATE UNIVERSITY

SUBJECT

Naming of the grass field northeast of the Student Union Building

REFERENCE

December 2011 Board approved request to begin construction of Phase I to the football complex

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.K

BACKGROUND/DISCUSSION

In December 2011 the Board approved the construction of Phase I of the Bronco Stadium Football complex. The addition of the new football complex has eliminated the grass field that previously existed north of the stadium. Student Affairs and Athletics have entered into an agreement for dual use of the intramural grass field northeast of the Student Union Building. The partnership provides Athletics the use of the grass field during fall training. When not in use by Athletics, the field will be available to Campus Recreation for student club sports and other student oriented activities.

Athletics has received a donation that will fund all costs associated with necessary improvements to the field. Though not required as a condition to the gift, the University would like to honor this generous donation by naming the field "DeChevrieux Field."

The donors are native to Idaho and their son is a Boise State graduate. The proposed name has been approved by the University's Naming Committee.

IMPACT

Naming the practice field "DeChevrieux Field" reflects the University's appreciation for the DeChevrieux's generous donation to fund field improvements.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.K. Naming/Memorializing Buildings and Facilities specifies that when naming a building, facility or open space for other than a former employee the Board will consider the distinguished contributions made by the individual to the institution and that when naming in recognition of a gift that no commitment for naming can be given to the prospective donor prior to Board approval and that the Board will also consider the following factors:

- a) The nature of the proposed gift and its significance to the institution;
- b) The eminence of the individual whose name is proposed; and
- c) The individual's relationship to the institution.

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The University's request is compliant with Board policy. Staff recommends approval.

BOARD ACTION

I move to approve Boise State University's request to name the grass practice field the "DeChevrieux Field" in honor of a gift designated for field improvements.

Moved by _____ **Seconded by** _____ **Carried Yes** _____ **No** _____

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LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College (LCSC) requests Board approval for naming a facility.

APPLICABLE STATUTE, RULE, OR POLICY

Office of the State Board of Education Policy Section I.K.1

BACKGROUND/DISCUSSION

Prior approval of the State Board is required for the naming or memorializing of a facility for other than functional use. A major upgrade (funded primarily through the Idaho Permanent Building Fund) of LCSC's facility heretofore known as the "Fine Arts/Old Science Building" was substantially completed in March 2013. The facility will contain general purpose classrooms and will contain the main offices of the LCSC Business Division. The College proposes renaming the repurposed facility "Thomas Jefferson Hall" in light of that president's many contributions to the history of our region, *inter alia*, his leadership role in the Louisiana Purchase, his commissioning of the Lewis and Clark Expedition, and his role in opening the western region of the United States. Recognition of our third president is also fitting in the context of the names of other major facilities at LCSC which honor members of the Lewis and Clark "Corps of Discovery," e.g., Meriwether Lewis Hall, Clark Hall, and most recently, Sacajawea Hall. Jefferson's other singular contributions as a founding father, including his role in writing the Declaration of Independence and his impact as a statesman, educator, and entrepreneur make him a worthy namesake for this lovely, renovated facility which dates back to the early days of our College and our state.

IMPACT

Renaming the former "Fine Arts/Old Science Building" as "Thomas Jefferson Hall" will have no adverse economic impact on the College, the community, or the State. Potential donors will be free (and some have already expressed interest) to contribute to programs and projects which would further enhance the Business Division programs or the facility itself—the College will adhere to Board policy in the event that room or program naming opportunities materialize. The proposed renaming of the facility is consistent with the provisions of policy I.K.1.a-b. Thomas Jefferson is not a current or former employee of any unit responsible to the State Board of Education. The College and State have significantly benefited from the distinguished contributions of this eminent American whose broad legacy includes Lewis-Clark State College.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.K. Naming/Memorializing Buildings and Facilities specifies that when naming a building or facility for other than a former employee the Board will consider the distinguished contributions made by the individual to the institution.

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Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to rename its newly-remodeled and re-purposed "Fine Arts/Old Science Building" as "Thomas Jefferson Hall."

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Eastern Idaho Technical College (EITC) Advisory Council Appointment

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures IV.I.
Section 33-2212, Idaho Code

BACKGROUND

Consistent with Idaho Code 33-2212, the State Board for Professional-Technical Education may appoint an Eastern Idaho Technical College (EITC) Advisory Council consisting of not less than twelve (12) nor more than fifteen (15) persons. State Board of Education policy states that the EITC Advisory Council consists of the State Division of Professional-Technical Education Administrator and the EITC President as ex-officio members, and other members appointed by the State Board for Professional-Technical Education, each to a term of three years. A council member is eligible for reappointment to consecutive terms. In the event the incumbent is interested in reappointment, the Board may choose to reappoint the incumbent without soliciting other candidates. For an open appointment the EITC Advisory Council is required to advertise the vacancy in regional newspapers. The Advisory Council reviews all applications received and forwards only the most highly qualified applicants, in order of preference, to the Board for consideration.

One (1) person is presented by the current EITC Advisory Council to the State Board of Education in order to fill a vacancy created in 2012, by resignations. The EITC Advisory Council requests the State Board of Education appoint Jerry Shively to the EITC Advisory Council. His term will begin May 1, 2013, upon State Board of Education appointment and continue through December 2015.

One (1) person is presented by the current EITC Advisory Council to the State Board of Education in order to fill a vacancy created December 31, 2012, by the term completion and resignation of two (2) Advisory Council members. The EITC Advisory Council requests the State Board of Education reappoint Renee Magee to the EITC Advisory Council, bringing the membership to fourteen (14). Her term will begin January 1, 2013, upon State Board of Education ratification and continue through 2015.

IMPACT

This will bring the EITC Advisory Council membership to fourteen 14.

ATTACHMENTS

Attachment 1 – Jerry Shively, Letter of Interest	Page 3
Attachment 2 – Jerry Shively, Resume	Page 4
Attachment 3 – Renee Magee, Letter of Interest	Page 6
Attachment 4 – Renee Magee, Resume	Page 7

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BOARD ACTION

I move to appoint Jerry Shively to the Eastern Idaho Technical College Advisory Council for a term effective May 1, 2013, and ending December 31, 2015

Moved by _____ Seconded by _____ Carried Yes_____ No_____

I move to reappointment Renee Magee to the Eastern Idaho Technical College Advisory Council for a term effective immediately, and ending December 31, 2015.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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March 1, 2011

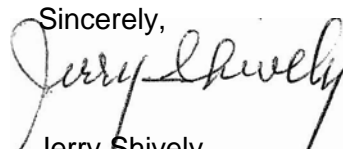
Advisory Committee EITC
1600S 25E Idaho Falls, ID
83404-5788

This letter is written in reference to my interest in serving on the EITC advisory board.

Education of our citizenry has been my primary interest since starting a career in teaching in 1961. I have witnessed hundreds of former students succeed in a career and success is nearly always related to post high school education they received.

After retiring in 1999 I served a 3 year term as School District 91 board member after which I ran for and was elected to one term in the Idaho House of Representatives. My sole purpose was to support education.

It is a privilege to be considered for a position on the EITC advisory board. If chosen, I will serve to the best of my ability.

Sincerely,

Jerry Shively
555 So. Bellin Rd.
Idaho Falls, ID 83402
shiveaj@ida.net
(208)522-4774

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JERRY SHIVELY

Family -wife (Ann) married 49 years -two sons, Scott and Todd and one granddaughter, Ruby Ann

Born and raised on a farm west of Idaho Falls, Idaho.

Graduated from Idaho Falls High School in 1956. Played piano and tuba - president of pep band in senior year

Attended the University of Idaho, graduating in 1961 (Music Education, Math minor)
Member of Delta Tau Delta fraternity. Studied piano, sang in University Singers and Vandaleers Met my wife Ann in University Singers. We attended summer school at the University of Idaho and received

Masters Degrees in 1966

CAREER IN EDUCATION Hired to teach in Idaho Falls -Sept, 1961 Taught choir and social studies at O.E.Bell Junior High Taught choir and math at Central Junior High -1963 Taught choir at Skyline High -opened in 1966 Directed Skyline choirs at State and Northwest Music Education and American

Choral Directors conventions Skyline choirs sang frequently for community events (I still receive letters from former students)

Promoted to School District 91 Music Coordinator position in 1988 Added an elementary music program Conducted the annual 5th grade patriotic program-12 yrs -(800 students) Produced an all district Musical each year

Retired in 1999

PROFESSIONAL MEMBERSHIP/SERVICE President of Idaho Music Educators 1990 -1992 Was frequently asked to judge and conduct choral clinics in ID and MT Served two terms as Idaho Falls Education Association president Directed the Fallsmen Barbershop chorus 14 years Played piano with a dance band for 15+ years Hired as choir director for church -going on 50th year

PROFESSIONAL HONORS

1995 -received Idaho Music Educator of the Year award
Received the 1998 Idaho Falls Arts Council Arts Award
Received the Governor's Arts Award in Education in 2000
Idaho Music Educator's Hall of Fame inductee -2004

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ACTIVITIES IN IDAHO FALLS ARTS ORGANIZATIONS Played tuba with the Idaho Falls Symphony Sing with two choirs in Idaho Falls Served on the Idaho Falls Symphony board Served on Community Concerts and Opera Theatre boards Directed the opera chorus several times Organized a community Messiah Sing-In several years Served on board and as president of the Idaho Falls Arts Council

COMMUNITY SERVICE Served on board of Christian Counseling Service Rotarian and president of club 1999-2000

POLITICAL EXPERIENCE Served on the School District 91 School Board -3 years Served in Idaho House of Representatives 2007 and 2008

Committees: Education; Environment, Energy and Technology; Resources and Conservation

BUSINESS EXPERIENCE Managed family owned shopping center for 30 years

HOBBIES Family activities, fishing, hunting, travel, gardening, rock hunting and golf

March 15, 2013

Steve Albiston, President
Eastern Idaho Technical College
1600 East 25th Street
Idaho Falls, Idaho 83404

RE: Reappointment to Advisory Council

Dear President Albiston:

I have enjoyed serving on the Advisory Council and, if possible, I wish to continue to serve as a member of the Council. I feel as if my experience in community planning for the City of Idaho Falls as well as my legal training may be some assistance to the Council. I have learned from the citizen participation events conducted by the City that education, including higher education, is important to the residents of the City and eastern Idaho. Eastern Idaho Technical College fills a major niche in local higher education and is a valuable asset to local economic development through its training programs for medical services, hazardous material handling, legal services, computer science, and other technical programs.

Thank you very much for your consideration.

Sincerely,



Renee R. Magee

RESUME

Renee R. Magee
150 North Morningside Drive
Idaho Falls, Idaho 83402
208-525-8845

EDUCATION

Juris Doctor, University of Wyoming
Masters of City and Regional Planning, Ohio State University
Bachelors of Arts, Kent State University

WORK EXPERIENCE

Director, Division of Planning and Building
City of Idaho Falls
P O Box 50220
Idaho Falls, Idaho 83405
1997 to Present

Assistant Planning Director, Division Of Planning and Building
City of Idaho Falls
1989-1991
1992-1997

Associate Professor, City and Regional Planning
Eastern Washington University
Cheney, Washington
1991-1992

Director, Community Development
City of Cambridge
Cambridge, Ohio
1987-1989

Prior to 1987, employed as town attorney, town administrator, county planner, and computer programmer.

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.G.
Idaho State Rehabilitation Council.
Federal Regulations 34 CFR§361.

BACKGROUND/DISCUSSION

Federal Regulations (34 CFR §361.17), set out the requirements for the State Rehabilitation Council, including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho code designates the State Board for Professional-Technical Education as that entity.

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;

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- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulation specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR §361.5(b)(29) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council, may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has two resignations; Mark Marrott and James Smith. Mr. Marrott represented Business, Industry and Labor. The Council currently has four (4) other representatives in this category which fulfills the federal regulations. Mr. Smith represented Disability Groups which has no minimum or maximum number of representatives per federal regulations. The Council has not received a resignation letter from James Smith as of this date; however, he has not participated in any meetings since his appointment to the council on July 1, 2012 nor has he responded to our requests for a resignation letter, therefore we request that he be removed as per Council policy.

IMPACT

The approval of these resignations will bring the IDVR Advisory Council membership to a total of 19 with no vacancies on the council. Minimum composition for the council is 15 members.

ATTACHMENTS

Attachment 1 – Current Council Membership

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STAFF COMMENTS AND RECOMMENDATIONS

While Board approval is not required for the acceptance of a resignation, it is required to remove a member from the council who has not formally resigned.

Staff recommends approval.

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BOARD ACTION

I move to approve the removal of James Smith from the Vocational Rehabilitation State Rehabilitation Council.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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Members Shall Represent:	Number of Representatives Required	Name	Term Ends
Former Applicant or Recipient	Minimum 1	Lonnie Pitt	6/30/2015
Parent Training & Information Center...	Minimum 1	Agnela Lindig	6/30/2015
Client Assistant Program	Minimum 1	Dina Flores -Brewer	n/a
VR Counselor	Minimum 1	Max Sorenson	6/30/2015
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2015
Business, Industry and Labor	Minimum 4	Arnold Cantu	6/30/2014
		Gordon Simpson	6/30/2014
		Angela Sperry	6/30/2015
		Jennifer Hoppins	6/30/2015
		Rachel Damewood	6/30/2014
Disability Advocacy groups	No minimum or maximum	Sean Burlile	6/30/2015
		James Solem	6/30/2013
		Kathy Buswell	6/30/2014
State Independent Living Council	Minimum 1	Robbi Barrutia	6/30/2013
Department of Education	Minimum 1	Irene Vogel	6/30/2014
Director of Vocational Rehabilitation	Minimum 1	Don Alveshere	n/a
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	6/30/2014
		David Miles	6/30/2014
Workforce Development Council	Minimum 1	Gordon Graff	9/30/2015

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ST. MARIES SCHOOL DISTRICT / 'CFC: -BC`G7 <CC @8 -GHF 7 H

SUBJECT

School District Trustee Zone Boundaries

REFERENCE

April 21, 2011	Board approves the requirements for school district trustee zone equalization proposals as submitted.
August 2011	The State Board disapproved the following school district rezoning plans: Boundary County, Emmett Independent, Firth, Fremont County Joint, Kellogg Joint, Kootenai, Lakeland, Lapwai, Mullan, North Gem, Ririe Joint, Three Creek Joint Elementary, and St. Maries Joint.
October 2011	Board approves St Maries school district trustee zone boundaries.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-313, Idaho Code

BACKGROUND/DISCUSSION

Section 33-313, Idaho code mandates school districts submit to the State Board of Education for approval a proposal to redefine and change trustee zones which will equalize the population in each zone in the district within one hundred twenty (120) days following the decennial census. In October of 2011 the Board completed the process of approving each school districts trustee zone boundaries. When the Board started this process in 2011 the Department of Education contracted with a company through the Idaho School Boards Association to review the legal descriptions and to evaluate the proposals submitted against the criteria approved by the Board regarding those boundaries.

In preparing for the election of new trustees in the St. Maries School District the county discovered that there were a typo and a technical correction the needed to be made to St. Maries School Districts trustee zone boundaries legal descriptions.

Additionally we have received a request from the Orofino School District to update their legal description as well. The county has changed the names of some of the streets used in the legal description. The proposed changes do not change any of the boundaries; they only update the name of the streets to the current names.

IMPACT

Approval of the corrected boundary will allow the county to certify the results of the Board of trustee elections.

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ATTACHMENTS

Attachment 1 – St. Maries SD Trustee Zone Boundary Legal Description Page 3
Attachment 2 – Request from Orofino School District #171 Page 8

STAFF COMMENTS AND RECOMMENDATIONS

Section 33-307, Idaho code outlines the provision for correcting or altering school district boundaries and specifies that whenever the State board of Education shall find that school district boundaries should be corrected or altered, because of error in the legal description...then the Superintendent of Public Instruction shall make an appropriate order...correcting or altering the boundaries of the districts.

Staff recommends approval.

BOARD ACTION

I move to approve St. Maries School District #41 Trustee Zone boundaries legal descriptions as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve Orofino School District #171 Trustee Zone boundaries legal descriptions as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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ST. MARIES JOINT SCHOOL DISTRICT NO. 41

BEGINNING at the NE corner of the NW 1/4 of the NW 1/4 of Sec. 22, Twp. 47 N, R 1 EBM; thence south along the county line 6 & 1/4 miles to the SW corner of the NE 1/4 NW 1/4 of Sec. 22, Twp. 46 N, R 1 EBM; thence east 1/4 mile to the SE corner of the NE 1/4 NW 1/4 of Sec. 22; thence north 1/4 mile to the NE corner of the NW 1/4 of Sec. 22, Twp. 46 N, R 1 EBM; thence east 1/2 mile to the NE corner of Sec. 22; thence south approximately 1 mile to the middle of the main channel of the St. Joe River; thence in a westerly direction along the channel of the St. Joe River to its intersection with the Benewah-Shoshone County line; thence south on the line approximately 20 & 1/4 miles to the SE corner of the SW 1/4 SW 1/4 of Sec. 34, Twp. 43 N, R 1 EBM; thence west 6 & 1/4 miles along the Latah-Benewah County line to the SW corner of Sec. 34, Twp. 43 N, R 1 WBM; thence north 1 mile to the NW corner of Sec. 34; thence west 9 miles to the SW corner of Sec. 30, Twp. 43 N, R 2 WBM; thence north 4 miles to the NW corner of Sec. 7; thence east along the correction line to the SW corner of Sec. 6, Twp. 43 N, R 2 WBM; thence north along the section line to the SE corner of Sec. 1, Twp. 43 N, R 3 WBM; thence west along the section line 1/2 mile to the SW corner of the SE 1/4 of Sec. 1; thence north 1 mile to the NW corner of the NE 1/4 of Sec. 1, Twp. 43 N, R 3 WBM; thence west approximately 1/2 mile to the SW corner of Sec. 36, Twp. 44 N, R 3 WBM; thence north 1 mile to the NW corner of Sec. 36; thence west 1/2 mile to the SW corner of the SE 1/4 of Sec. 26, Twp. 44 N, R 3 WBM; thence north 2 miles to the NW corner of the NE 1/4 of Sec. 23; thence west 4 miles to the SW corner of 1/4 Sec. 18, Twp. 44 N, R 3 WBM; thence south approximately 1/4 mile to the SE corner of Sec. 13, Twp. 44 N, R 4 WBM; thence west 1 mile to the SW corner of Sec. 13; thence north 3 miles to the NW corner of Sec. 1; thence west 2 miles to the SW corner of Sec. 34, Twp. 45 N, R 4 WBM; thence north 4 miles to the NW corner of Sec. 15; thence east 1/2 mile to the SW corner of the SE 1/4 of Sec. 10; thence north 1 mile to the NW corner of the NE 1/4 of Sec. 10; thence east 1/2 mile to the SW corner of Sec. 2, Twp. 45 N, R 4 WBM; thence north 1 mile to the NW corner of Sec. 2; thence east 2 miles to the NE corner of Sec. 1; thence north approximately 2 & 1/2 miles to the NW corner of the 1/4 Sec. 30, Twp. 46 N, R 3 WBM; thence east 1 & 1/2 miles to the NE corner of Sec. 29; thence approximately 2 & 1/2 miles north to the shoreline of Lake Chatcolet; thence in a westerly and northerly direction around Lake Chatcolet on the south and west side up to the NW corner of Sec. 32, Twp. 47 N, R 3 WBM; thence east 1 mile along the Kootenai-Benewah County line to the NE corner of Sec. 32; thence south 1 mile to the SE corner of Sec. 32; thence east 5 miles, more or less, along the Kootenai-Benewah County line to the NE corner of Sec. 6, Twp. 46 N, R 2 WBM; thence south approximately 3304.8 feet to the west 1/4 corner of Sec. 5, Twp. 46 N, R 2 WBM; thence east 1-1/2 miles to the center of Sec. 4; thence north 1/2 mile; thence east 1/2 mile to the east boundary line of Sec. 4; thence north approximately 617.9 feet to the SE corner of Sec. 33, Twp. 47 N, R 2 WBM; thence east 1/4 mile to the SE corner of the SW 1/4 of the SW 1/4 of Sec. 34; thence north 1/2 mile; thence east 1/4 mile to the center of Sec. 34; thence north 1 mile to the center of Sec. 27; thence west 1/2 mile; thence north 1-1/2 miles to the SE corner of Sec. 16, Twp. 47

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N, R 2 WBM; thence east along the Kootenai-Benewah County line for approximately 12-1/4 miles to the point of beginning.

Trustee Zone #1

Beginning at a point on the north-south Benewah-Shoshone County Line where it intersects with the north line of Section 10, T44N, R1E; thence south along the county line 11 miles the intersection of the Latah county line west along the south line of Section 34, T43N, R1E; thence west 6¼ miles to the SW corner of Section 34, T43N, R1W; thence north 1 mile to the NW corner of Section 34, T43N, R1W; thence west 9 miles to the SW corner of Section 30, T43N, R2W; thence north 4 miles to the SE corner of Section 1, T43N, R3W; thence west ½ mile to the SW corner of the SE ¼ of Section 1, T43N, R3W; thence north 1 mile to the SE corner of the SW ¼ of Section 36, T43N, R3W; thence west ½ mile to the SW corner of Section 36, T44N, R3W; thence north 1 mile to the SE corner of Section 26, T44N, R3W; thence west ½ mile to the SW corner of the SE ¼ of Section 26, T44N, R3W; thence north 2 miles to the SE corner of the SW ¼ of Section 14, T44N, R3W; thence west 2¼ miles to the east boundary of the Coeur d'Alene Indian Reservation; thence northeasterly along said boundary to its intersection with the north line of Section 25, T45N, R3W; thence east 4½ miles to the NE corner of Section 27, T45N, R2W; thence south 3 miles to the SE corner of Section 3, T44N, R2W; thence east 11¼ miles to the point of beginning.

Trustee Zone #2

Beginning at a point on the north-south Benewah-Shoshone County Line where it intersects with the north line of Section 10, T46N, R1E; thence south 2¼ miles the SW corner of the NE ¼ of the NW ¼ of Section 22, T46N, R1E; thence east ¼ mile to the SE corner of the NE ¼ of the NW ¼ of Section 22, T46N, R1E; thence north ¼ mile to the NW corner of the NW ¼ of Section 22, T46N, R1E; thence east ½ mile to the NE corner of Section 22, T46N, R1E; thence south approximately 1 mile to the middle of the main channel of the St. Joe River; thence in a westerly direction along the main channel to its intersection with the Benewah-Shoshone County line, all in Shoshone County; thence south on the section lines approximately 9¼ miles to the intersection of the county line with the south line of Section 3, T44N, R1E; thence west 11¼ miles to the SW corner of Section 2, T44N, R2W; thence north 3 miles to the NW corner of Section 26, T45N, R2W; thence west approximately 2 miles to the southwest corner of Section 21, T45N, R2W; thence north along said section line approximately 2 miles to its intersection with the St. Maries River Railroad; thence northeasterly along the said railroad to its intersection with the north line of the south half of Section 26, T46N, R2W; thence west approximately 1/2 mile along said line (partially concurrent with Pennsylvania Ave.) to the SW corner of the north half of Section 26, T46N, R2W; thence north approximately 1/2 mile along the west line of Section 26, T46N, R2W to NW corner of Section 26, T46N, R2W (intersection of Sixth (6th) St. and Lincoln Ave.); thence east along the north line

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of Section 26, T46N, R2W; thence east 4 miles to the SW corner of Section 21, T46N, R1W (partially concurrent with Lincoln Ave.); thence north 3 miles to the NW corner of Section 9, T46N, R1W; thence 7 miles east to the point of the beginning.

Trustee Zone #3

Beginning at the NW corner of Section 22, T47N, R2W; thence east along the Kootenai- Benewah line for approximately 12¼ miles to the NE corner of Section 21, T47N, R2WBM; thence south along the Benewah-Shoshone County Line 4 miles to the intersection of the south line of Section 3, T46N, R1E; thence west 7¼ miles to the SE corner of Section 5, T46N, R1W; thence south 3 miles to the SE corner of Section 20, T46N, R1W; thence west 4 miles to the SW corner of Section 23, T46N, R2W which is the centerline of Lincoln Avenue in the City of St. Maries; thence north approximately 2½ blocks on the centerline of 6th Street to the centerline of Jefferson Avenue; thence west on Jefferson Avenue approximately 10 ½ blocks to the intersection of the east boundary of the Coeur d'Alene Indian Reservation; thence northeasterly along said boundary to its intersection in the center of the St. Joe River; thence northwesterly along said centerline with the west section line of Section 15, T46N, R2W; thence north approximately ¾ of a mile to the SW corner of Section 10, T46N, R2W; thence west approximately 1½ miles to the intersection of the centerline of the main channel of the St. Joe River; thence northwesterly along said centerline to its intersection and confluence with the creek known as Hells Gulch; thence north and east along the centerline of said creek to its intersection with the west line of Section 5, T46N, R2WBM; thence west along said centerline approximately 1 mile to the west line of Section 8, T46N, R3W; thence north to the west ¼ corner of Section 5, T46N, R2WBM; thence east 1½ miles to the center of Section 4, T46N, R2WBM; thence north approximately ½ mile; thence east ½ mile to the east boundary line of Section 4, T46N, R2WBM; thence north approximately 617.9 feet to the SE corner of Section 33, T47N, R2WBM; thence east approximately ¼ mile to the SE corner of the SW ¼ of the SW ¼ of Section 34, T47N, R2WBM; thence north ½ mile; thence east ¼ mile to the center of Section 34, T47N, R2WBM; thence north 1 mile to the center of Section 27, T47BN, R2WBM; thence west ½ mile; thence north 1½ miles to the point of beginning.

Trustee Zone #4

Beginning at the NW corner of Section 30, T46N, R3W; thence east 1½ miles to the NE corner of Section 29, T46N, R3W; thence east approximately 2 ¼ miles along the north lines of the south halves of Sections 21, 22, and 23, T46N, R3W to the NE corner of the SE ¼ of 23, T46N, R3W; thence south approximately 1 mile to the center of Section 26, T46N, R3W; thence east approximately 1 ¾ along the east-west centerline of Sections 26 and 25, T46N, R3W and Section 30, T46N, R2W to the intersection with the centerline of Cherry Creek; thence northeasterly to its intersection with the centerline of State Highway 5; thence easterly along said centerline to its intersection with the west line of Section 22,

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T46N, R2W; thence south along said line to the SW corner of Section 22, T46N, R2W; thence east to the intersection of the Coeur d'Alene Indian Reservation Boundary; thence northeasterly along said boundary on the centerline of Coeur d'Alene Avenue to its intersection with the centerline of Jefferson Avenue; thence east along Jefferson Avenue approximately 10 blocks to 6th Street and the East Line of Section 22, T46N, R2W; thence south along the west line of Section 26, T46N, R2W to its intersection with Pennsylvania Avenue, which is partially concurrent with the north line of the south half of Section 26, T46N, R2W and the 2011 St. Maries City Boundary; thence easterly along said line to its intersection with the St. Maries River Railroad; thence southerly along the centerline of the St. Maries River Railroad to its intersection with the west line of Section 16, T45N, R2W; thence south approximately 2 miles to the southwest corner of Section 21, T45N, R2W; thence west approximately 2 ¼ miles to the intersection with the eastern boundary of the Coeur d'Alene Indian Reservation; thence southwesterly approximately 5½ miles along the Reservation Boundary to its intersection on the south Section Line of Section 16, T44N, R3W; thence west approximately 2 miles to the SW corner of Section 18, T44N, R3W; thence south to the SE corner of Section 13, T44N, R4W; thence west 1 mile to the SW corner of Section 13, T44N, R4W; thence north 3 miles to the SW corner of Section 36, T45N, R4W; thence west 2 miles to the SW corner of Section 34, T45N, R4W; thence north 4 miles to the NW corner of Section 15, T45N, R4W; thence east ½ mile to the NE corner of the NW ¼ of Section 15, T45N, R4W; thence north 1 mile to the NW corner of Section 2, T45N, R4W; thence east 2 miles to the NE corner of Section 1, T45N, R4W; thence north approximately 2 ¼ miles to the point of the beginning.

Trustee Zone #5

Beginning at a point at the NW corner of Section 4, T46N, R3W; thence easterly along the Kootenai-Benewah County line approximately 5 miles to the NE corner of Section 6, T46N, R2W; thence south along the east line of said Section to its intersection with the centerline of the creek known as Hells Gulch; thence west and south along said creek to its intersection and confluence with the centerline of the St. Joe River; thence easterly along the centerline of the river approximately 1 ¾ of a mile to its intersection with the south line of Section 8, T46N, R3W; thence east along said line approximately 1 ½ miles to the NE corner of Section 16, T46N, R2W; thence south along the east line of said Section to its intersection with the centerline of the St. Joe River; thence southeasterly along the centerline of the river to its intersection with the east boundary of the Coeur d'Alene Indian Reservation; thence southwest along said boundary to its intersection with the south line of Section 22, T46N, R2W; thence west to the SW corner of Section 22, T46N, R2W; thence north along the west line of said Section to its intersection with the centerline of State Highway 5; thence west along the centerline with said Highway to its intersection with the centerline Cherry Creek; thence southwesterly along said centerline to its intersection with north line of the south half of Section 30, T46N, R2W; thence

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west approximately $1 \frac{3}{4}$ along the east-west centerline of Sections 26 and 25, T46N, R3W and Section 30, T46N, R2W to the center of Section 26, T46N, R3W; thence north to the center of Section 23, T46N, R3W; thence west approximately $2 \frac{1}{2}$ miles to its intersection with the west line of Section 23, T46N, R3W; thence north along said line to its intersection with Chatcolet Lake; thence westerly, northerly and then easterly along the St. Joe River and Chatcolet Lake to the point of beginning.

Rec'd 4/1/2013
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JT. SCHOOL DISTRICT NO. 171

1051 Michigan Avenue, P. O. Box 2259

Orofino, Idaho 83544

Phone (208) 476-5593 Fax (208) 476-7293

**Orofino Elementary School; Orofino Jr/Sr High School; Timberline Schools
Cavendish Teakean Elementary School; Peck Elementary School**

March 28, 2013

State Department of Education
Attn: Portia Flynn
PO Box 83720
Boise, ID 83720-0027

Dear Ms. Flynn,

The zone descriptions for Joint School District No. 171 in Orofino, Idaho, were written as the County was changing road names and some of the referenced road names within the legal descriptions needed to be updated.

I was in contact with Angela Vanderpas from Clearwater County and she was able to send me the zone descriptions with the correct road names.

I am sending the amended zone descriptions for Jt. School District No. 171 for your review.

If you have any questions, please feel free to contact me.

Sincerely,

Janice Sutton, Accounts Payable/Clerk
Joint School District No. 171

**CONSENT AGENDA
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**OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 1**

All of the portion of the Orofino School District East of the following described line

BEGINNING at the intersection of Lolo Creek and Crane Creek said point being on the South Boundary of the Orofino School District, thence

Northerly on said Crane Creek approximately 0.7 miles to ~~an Unnamed Road~~ **5112 Road**, thence

Easterly thence Northeasterly thence Southwesterly thence Northwesterly on said Unnamed Road to Trout Creek, thence

Northwesterly on said Trout Creek approximately 1.2 miles to ~~an Unnamed Road~~ **5112 Road**, thence

Northeasterly on said Unnamed Road to Blonde Creek, thence

Northeasterly on said Blonde Creek to Musselshell Creek, thence

Northeasterly on said Musselshell Creek to Musselshell Road, thence

Northwesterly on said Musselshell Road to Brown Creek Road, thence

Northerly on said Brown Creek Road to Jim Brown Creek approximately 0.3 miles North of Co. Road 542, thence

Northwesterly on Jim Brown Creek to Burcham Creek, thence

Northwesterly on said Burcham Creek approximately 1.2 miles to an Unnamed Creek, thence

Southwesterly on said Unnamed Creek to Space Creek Road, thence

Northwesterly on said Space Creek Road to ~~Lacy Meadows Road~~ **Highway 12**, thence

Northwesterly on said ~~Lacy Meadows Road~~ **Highway 12** to Hjalmer Johnson Road, thence

Northwesterly on said Hjalmer Johnson Road to Upper Fords Creek Road, thence

Northwesterly on said Upper Fords Creek Road to Shake Meadow Creek, thence

Southerly on said Shake Meadow Creek to Jim Ford Creek, thence

Northwesterly on said Jim Ford Creek to Nez Perce Indian Reservation Boundary, thence

Northwesterly on said Nez Perce Indian Reservation Boundary to ~~Canyon Creek Road~~

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Twin Ridge Road, thence

Southwesterly on said ~~Canyon Creek Road to Eureka Ridge Loop~~ **Twin Ridge Road** to **Canyon Creek Road**, thence

Southerly on said Canyon Creek Road to Eureka Ridge Loop, thence

Westerly on said Eureka Ridge Loop to ~~Eureka Ridge Road~~, **Lakeview Road**, thence

Southwesterly on said ~~Eureka Ridge Road~~ **Merrys Bay Road** to Dworshak Reservoir, thence

Northeasterly on said Dworshak Reservoir to the North Boundary of the Orofino School District and the **POINT OF ENDING**.

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**OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 2**

All of the portion of the Orofino School District South of the following described line

BEGINNING at the intersection of Lolo Creek and Crane Creek said point being on the South Boundary of the Orofino School District, thence

Northerly on said Crane Creek approximately 0.7 miles to ~~an Unnamed Road~~ **5112 Road** thence

Easterly thence Northeasterly thence Southwesterly thence Northwesterly on said ~~Unnamed Road~~ **5112 Road** to Trout Creek, thence

Northwesterly on said Trout Creek approximately 1.2 miles to an Unnamed Road, thence

Northeasterly on said Unnamed Road to Blonde Creek, thence

Northeasterly on Blonde Creek to Musselshell Creek, thence

Northeasterly on said Musselshell Creek to Muselshell Road, thence

Northwesterly on said Musselshell Road to Brown Creek Road,, thence

Northerly on said Brown Creek Road to Jim Brown Creek approximately 0.3 miles North of Co. Road 542, thence

Northwesterly on said Jim Brown Creek to Burcham Creek, thence

Northwesterly on said Burcham Creek approximately 1.2 miles to an Unnamed Creek, thence

Southwesterly on Unnamed Creek, to Space Creek Road, thence

Northwesterly on Space Creek Road to Lacy Meadows Road, thence

Northwesterly on Lacy Meadows Road to Hjalmer Johnson Road, thence

Northwesterly on Hjalmer Johnson Road to Upper Fords Creek Road, thence

Northwesterly on Upper Fords Creek Road to Shake Meadow Creek, thence

Southerly on said Shake Meadow Creek to Jim Ford Creek, thence

Northwesterly on said Jim Ford Creek to Nez Perce Indian Reservation Boundary, thence

Northwesterly on said Nez Perce Indian Reservation Boundary to ~~Camas Prairie Railnet~~ **railroad track**, thence

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Northwesterly on said railroad track to the Orofino City Limits, thence

Following said City Limits in a clockwise direction to O'Brien Road, thence

Southerly on said O'Brien Road to the end of O'Brien Road, thence

South to the Southerly Boundary of the Orofino School District and the **POINT OF ENDING.**

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OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 3

BEGINNING at the intersect of State Highway 7 and the Northerly Boundary of the Orofino City Limits, thence

Southeasterly on said State Highway 7 to Michigan Avenue, thence

Southeasterly on said Michigan Avenue to Main Street, thence

Southeasterly on said Main Street to 1st Street, thence

Northeasterly on said 1st Street to Johnson Avenue, thence

Southeasterly on said Johnson Avenue to Orofino Creek, thence

Northeasterly on said Orofino Creek to the Orofino City Limits, thence

Following said City Limits in a counter clockwise direction to State Highway 7 and the **POINT OF BEGINNING**.

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**OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 4**

All of the portion of the Orofino School District West of the following described line

BEGINNING at the Southwest Corner of Section 5, Township 36 North, Range 1 East, said point being on the South Boundary of the Orofino School District, thence

Northerly on the West line of said Section 5 to US Highway 12, thence

Southeasterly on said US Highway 12 to the Orofino City Limits, thence

Following said City Limits in a clockwise direction to the ~~Camas Prairie Railnet~~ railroad track, thence

Southeasterly on said railroad track to the Nez Perce Indian Reservation Boundary, thence

Northwesterly on said Nez Perce Indian Reservation Boundary to ~~Canyon Creek Road~~, Twin Ridge Road, thence

Southwesterly on said ~~Canyon Creek Road to Eureka Ridge Loop~~ Twin Ridge Road to Canyon Creek Road, thence

Southerly on said Canyon Creek Road to Eureka Ridge Loop, thence

Westerly on said Eureka Ridge Loop to ~~Eureka Ridge Road~~ Lakeview Road, thence

Southwesterly on said ~~Eureka Ridge Road~~ Lakeview Road to Dworshak Reservoir, thence

Northeasterly on said Dworshak Reservoir to the North Boundary of the Orofino School District and the **POINT OF BEGINNING**.

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**OROFINO SCHOOL DISTRICT #171
TRUSTEE ZONE NO. 5**

BEGINNING at the Southwest Corner of Section 5, Township 36 North, Range 1 East, said point of being on the South Boundary of the Orofino School District, thence

Northerly on the West line of said Section 5 to US Highway 12, thence

Southeasterly on said US Highway 12 to the Orofino City Limits, thence

Southeasterly on the Northerly Boundary of said City Limits to State Highway 7, thence

Southeasterly on said State Highway 7 to Michigan Avenue, thence

Southeasterly on said Michigan Avenue to Main Street, thence

Southeasterly on said Main Street to 1st Street, thence

Northeasterly on said 1st Street to Johnson Avenue, thence

Southeasterly on said Johnson Avenue to Orofino Creek, thence

Northeasterly on said Orofino Creek to the Orofino City Limits, thence

Following said City Limits in a clock wise direction to O'Brien Road, thence

Southerly on said O'Brien Road to the end of O'Brien Road, thence

South to the South Boundary of the Orofino School District, thence

Westerly, thence Northerly thence Westerly on said South Boundary to the **POINT OF BEGINNING**.

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SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Idaho Statute Section 33-1252 Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC).

The Commission consists of eighteen (18) members, one (1) from the State Department of Education and one (1) from the Division of Professional Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho Education Association, Northwest Professional Educators, the Idaho Association of Secondary School Principals, and the Idaho Association of Colleges for Teacher Education. Resumes for interested individuals are attached.

Public Higher Education (Letters and Sciences Representation):

Tony Roark, College of Arts and Sciences, Boise State University

Secondary Classroom Teacher:

Esther Henry, Jefferson County Joint School District (reappointment)
Angela Lakey-Campbell, Cambridge Joint School District
Charlotte McKinney, Mountain View School District
Lourene Praeder, Jefferson County Joint School District

Exceptional Child Education:

Alison Huari, Boise School District
Patricia Jessup, Moscow School District
Virginia Welton, Coeur d'Alene School District

Public Higher Education:

Heather VanMullem, Education Division, Lewis-Clark State College

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Secondary School Principal:

Randy Jensen, American Falls Joint School District
Becky Meyer, Lake Pend Oreille School District (reappointment)

Secondary Classroom Teacher:

Dawn Anderson, Madison School District
Glenda Funk, Pocatello School District
Lynda LeBlanc, Coeur d'Alene School District
Mikki Nuckols, Bonneville Joint School District (reappointment)
Aliene (Ali) Shearer, Meridian Joint School District

School Counselor:

Roger Holyoak, Pocatello School District
Jeri Midgley, Coeur d'Alene School District
Kim Mikolajczyk, Moscow School District
Lonni Smith, Mountain Home School District

ATTACHMENTS

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BOARD ACTION

I move to appoint Tony Roark to the Professional Standards Commission for a term of three years representing Public Higher Education (Letters and Sciences) beginning July 1, 2013.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

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I move to reappoint Esther Henry to the Professional Standards Commission for a term of three years representing Secondary Classroom Teachers beginning July 1, 2013.

Moved by _____ Seconded by _____ Carried: Yes _____ No _____

I move to appoint Virginia Welton to the Professional Standards Commission for a term of three years representing Exceptional Child Education beginning July 1, 2013.

Moved by _____ Seconded by _____ Carried: Yes _____ No _____

I move to appoint Heather VanMullem to the Professional Standards Commission for a term of three years representing Public Higher Education beginning July 1, 2013.

Moved by _____ Seconded by _____ Carried: Yes _____ No _____

I move to reappoint Becky Meyer to the Professional Standards Commission for a term of three years representing Secondary School Principals beginning July 1, 2013.

Moved by _____ Seconded by _____ Carried: Yes _____ No _____

I move to reappoint Mikki Nuckols to the Professional Standards Commission for a term of three years representing Secondary Classroom Teachers beginning July 1, 2013.

Moved by _____ Seconded by _____ Carried: Yes _____ No _____

I move to appoint Kim Mikolajczyk to the Professional Standards Commission for a term of three years representing School Counselors beginning July 1, 2013.

Moved by _____ Seconded by _____ Carried: Yes _____ No _____

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TONY ROARK
CURRICULUM VITAE

BACKGROUND

- **Education**

Ph.D. (Philosophy) December 1999, University of Washington
B.A. (Philosophy and English) 1992, University of Idaho

- **Administrative Appointments**

2012- Dean, College of Arts and Science, Boise State University
2011-12 Interim Dean, College of Arts and Science, Boise State University
2009-11 Associate Dean, College of Arts and Science, Boise State University
2007-09 Department Chair, Department of Philosophy, Boise State University

- **Faculty Appointments**

2011 Professor of Philosophy, Boise State University
2006-11 Associate Professor of Philosophy, Boise State University
2001-06 Assistant Professor of Philosophy, Boise State University
2000-01 Adjunct Professor of Philosophy, Boise State University
1999-2000 Visiting Assistant Professor of Philosophy, The Ohio State University

RESEARCH

- **Publications**

Books

Aristotle on Time: A Study of the Physics, Cambridge University Press, March 2011.

Articles

“Maieutikos, Maypoles, and Metacognition: Teaching Undergraduates about Aristotelian Substance,” *APA Newsletter on Teaching Philosophy* 9:2 (2010), 20-4.
“Aristotelian Temporal Passage,” *Philosophical Writings* 28 (2005), 23-33.
“Why Aristotle Says There Is No Time Without Change,” *Apeiron* 37:3 (2004), 227-47.
“Aristotle’s Definition of Time is Not Circular,” *Ancient Philosophy* 23:2 (2003), 301-18.
“Conceptual Closure in Anselm’s Proof,” *History and Philosophy of Logic* 24:1 (2003), 1-14.
“Retribution, the Death Penalty, and the Limits of Human Judgment,” *International Journal of Applied Philosophy* 13:1 (1999), 57-68.

Book Reviews

*¹ *Time for Aristotle*, by Ursula Coope, *Mind* 118:470 (2009), 459-62.

- **Conference Presentations**

National

¹ Items marked with an asterisk are invited articles/presentations; all other research items (except for commentator roles) are blind peer-reviewed.

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2 – Roark CV

- 2009 Pacific Division Meeting of the APA — Colloquium Paper: “Perspectival Cognition in Aristotle’s *De Memoria*”
- 2009* American Association for Philosophy Teachers — Colloquium Paper: “Teaching Aristotle on the Maypole Model”
- 2007 Pacific Division Meeting of the APA — Colloquium Paper: “On a Moment’s Notice: Aristotle on Perceiving Instants in Time”
- 2005 Pacific Division Meeting of the APA — Colloquium Paper: “Aristotelian Temporal Passage”
- 2002 Pacific Division Meeting of the APA — Colloquium Paper: “Tarski and Klima: Conceptual Closure in Anselm’s Proof”
- 2001 Karl Jaspers Online Forum — Commentator: “On Fear of Solipsism: Science, Radical Constructivism, and Science Education,” Target Article 40 (Dewey I. Dykstra, Jr., Dept. of Physics, Boise State University)
- 1999 Pacific Division Meeting of the APA — Symposium Paper: “The Correct Constitutions and Aristotle’s Concept of Distributive Justice”
- 1998 Pacific Division Meeting of the APA — Colloquium Paper: “Retribution, the Death Penalty, and the Limits of Human Judgment”

Regional

- 2010* Northwest Ancient Philosophy Conference — Colloquium Paper: “Perspectival Cognition in Aristotle’s *De Memoria*”
- 2010 Northwest Ancient Philosophy Conference — Commentator: “Sensible *Ousia* is Defined like the Snub: *Metaphysics* Z.10-11” (Chad Wiener, Portland State University)
- 2006 Northwest Conference on Philosophy — Colloquium Paper: “On a Moment’s Notice: Aristotle on Perceiving Instants in Time”
- 2006 Northwest Conference on Philosophy — Commentator: “Mind-Body Supervenience’s Cardinal Sin” (Josh Rasmussen, Notre Dame)
- 2005 Inland Northwest Philosophy Conference — Colloquium Paper: “Time Over Identity: Aristotle on the Problem of Identity Over Time.
- 2002 Northwest Conference on Philosophy — Commentator: “Socrates on Why Wrongdoing Damages the Soul” (Thomas C. Brickhouse, Lynchburg College, and Nicholas D. Smith, Lewis and Clark College)
- 2001 Inland Northwest Philosophy Conference — Commentator: “Moderate Reasons-Responsiveness, Moral Responsibility, and Manipulation: A Challenge for Fischer and Ravizza?” (Todd R. Long, University of Rochester)
- 2000 Northwest Conference on Philosophy — Commentator: “The Deflationary Approach to Truth and *De Interpretatione* 9” (Martin M. Tweedale, University of Alberta)
- 1998 Northwest Conference on Philosophy — Colloquium Paper: “The Correct Constitutions and Aristotle’s Concept of Distributive Justice”
- 1997 Northwest Conference on Philosophy — Colloquium Paper: “Retribution, the Death Penalty, and the Limits of Human Judgment”

HONORS AND AWARDS

- 2006 Students’ Choice Award nominee, Faculty Recognition of the Year
- 2005 NEH Summer Stipend
- 2005 Students’ Choice Award, Faculty Recognition of the Year, College of Arts and Sciences
- 2005 Phi Kappa Phi Faculty Inductee (BSU Chapter)
- 2004 Faculty Research Associates Program Participant
- 1999 Dissertation Fellowship in the Humanities, University of Washington (declined for OSU position)
- 1999 Graduate Student Award, Pacific Meeting of the APA
- 1998 Graduate Student Award, Pacific Meeting of the APA
- 1992 Alumni Award for Academic Excellence (UI)

**CONSENT AGENDA
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3 – Roark CV

1992 Phi Beta Kappa (UI Alpha)

TEACHING

- **Courses Taught at Boise State**

Introduction to Philosophy (PHIL 101)
Introduction to Logic (PHIL 201)
Ethics (PHIL 211)
Symbolic Logic (PHIL 304)
Ancient Philosophy (PHIL 305)
Epistemology (PHIL 435)
Senior Tutorial Director (PHIL 489)
Special Topics: Aristotle's Psychology (PHIL 497)
Three Ancient Views on the Soul (Osher Institute short course, FA 2010)

SERVICE ACTIVITIES

- **University**

2013 Scholarship Task Force
2012-13 Team Co-Leader, University Strategic Plan
2012 Summer Programs Director Search Committee
2012 University Information Technology Action Committee
2012 Deans' Presentations, Freshman Summer Orientations
2011-12 Basque Studies Program Strategic Planning Committee
2011 Foundational Studies Program Director Search Committee (Chair)
2011- Information Technology Governance Council
2010-11 Academic Advisor to Delta Upsilon Fraternity
2010-11 Honors College Advisory Board Member
2010 Destination Distinction Employee Campaign Committee
2010 Arts and Humanities Institute Planning Committee
2010 Honors College Director Search Committee
2009-10 Distinguished Thesis Award Selection Committee
2009-10 All-Chairs Program Planning Committee
2009-10 "innovate@boisestate" Spring Break Challenge Planning Committee
2009-10 Undergraduate Research Conference Organizing Committee
2009 Distinguished Lecture Series Committee
2008-09 Arts and Humanities Institute Steering Committee (Co- Chair)
2008-10 Core Reform Task Force (Co- Chair)
2008-11 Fulbright Screening Committee
2008 Top Ten Scholars Committee
2007-08 Learning For Life Initiative in the Liberal Arts (Co- Chair)
2007-10 College coordinator, Wallace G. Kay Undergraduate Essay Competition
2006-10 Board of Officers, Phi Kappa Phi Honor Society Chapter 159 (President, 2007-08)
2006 Judge, Wallace G. Kay Undergraduate Essay Competition
2005-06 Faculty Senate Grievance Committee (Chair)
2004-05 Faculty Senate Grievance Committee
2001 "Discover BSU" Philosophy Dept. representative

- **College of Arts and Sciences**

2010-11 NEH Summer Stipend Review Committee
2009 Dean's Evaluation Committee
2008 Promotion and Tenure Committee

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2008 Honors and Awards Committee (jointly w/ S. Crowley)
2008 Curriculum Committee
2007-08 Promotion and Tenure Guidelines Revision Committee
2007 Dean's Evaluation Committee
2005 Top Ten Scholars Committee
2004 Promotion and Tenure Committee
2001-06 Mini-Development Grant Committee (Chair, 2003-05)

• **Department of Philosophy**

2009-10 Tenure Progress Review Committee (Chair)
2007-08 Faculty Search Committee
2007 Tenure Progress Review Committee (Chair)
2005-06 Faculty Search Committee (Co-chair)
2005-09 Internship Coordinator
2001-08 Webmaster
2001-09 Academic advising coordinator
2001-08 Advisor to the Philosophy Club

• **Professional**

2011 Manuscript reviewer, Cambridge University Press
2009-11 Referee, *Journal of Value Inquiry*
2007 Manuscript reviewer, Oxford University Press
2007 Referee, *Florida Philosophical Review*
2007 Manuscript reviewer, Longman Publishing
2004-05 Referee, *Ancient Philosophy*
2003 Manuscript reviewer, Oxford University Press

• **Community**

2011 Invited consultant, St. Luke's Regional Hospital, examination of issues relating to payment of Institutional Review Board members
2010 Invited speaker, Syringa Networks Business and Technology Symposium, "The Importance of Ethics in the Workplace"
2008 Invited speaker, "Intellect and Faith" faculty panel (organized by English graduate students)
2007 "Job shadow" model for Forest Ridgeway, Centennial High School
2006 Invited speaker, Fettuccine Forum, City of Boise, "Corruption and Civic Duty: Why Good People Can Make Bad Leaders"
2005-17 Commissioner, City of Boise Ethics Commission (Chair, 2007-09)
2005 Invited speaker, Colloquium on Public Lands and Endangered Species
2004 Invited speaker, Western Region Conference of America's Second Harvest
2004 Invited speaker, Wendy Percifield's Honors Language Arts class, Kuna High School
2004 "Job shadow" model for Justin Ranger, Kuna High School (graduated *cum laude* from Boise State in May 2009, BA in Philosophy and Mathematics minor)
2002- Founding member, Aristotelian Society of Boise

PROFESSIONAL AFFILIATIONS

American Philosophical Association
Council of Colleges of Arts and Sciences

CONSENT AGENDA
APRIL 18, 2013

Esther Kaye Henry

271 North 3900 East, Rigby, ID 83442

(208) 745-6783

ehenry@sd251.org

Objective	Become a member of the Idaho Professional Standards Commission	
Association And Community Involvement	<ul style="list-style-type: none"> • Merit Badge Counselor, BSA • Jefferson County Fair participant • Farm Bureau Talent Show Winner • Church leadership, teaching, music • Snake River Flood Relief volunteer • Tutoring for remedial college English classes • Alliance Canal weed control—20 years 	<ul style="list-style-type: none"> • Jefferson Co. Ed. Assoc. Building Rep., 1993-1994 • JCEA V.P., 1995 • JCEA Pres. Elect, 1996; 2008 • JCEA President, 1997-1998; 2009-10 • JCEA Negotiations Team, 1994-1998 • JCEA Grievance Committee, chair—1999-2001 • JCEA Harmony Committee Member—10 years • IEA Delegate Assembly Member—10 years • IEA campaign worker for 1% Initiative, 2007
Teaching/ Professional Experience	<p>English Teacher <i>1992 to Present</i> Rigby High School, Rigby, Idaho</p> <ul style="list-style-type: none"> • Grades 10-12 remedial, regular, AP courses—20 years • National Honor Society Advisor—9 years • District English curriculum alignment committee--10 years • School Improvement Committee, chair—4 years • AP Institute participant—8 years • Senior class advisor—5 years • District principal selection committee member—5 years • Textbook adoption committee—5 years • 10-year accreditation committee chair—1998 • District Harmony Committee member—7 years • Mentor teacher—10 years • English Dept. chair—4 years • Cooperating teacher for student teachers—7 years • PSC member—4 years <p><i>Recognition/ Awards:</i></p> <ul style="list-style-type: none"> • Jefferson County Teacher of the Year, 2002 • Who's Who Among American Educators—1995, 1996, 1997, 2001, 2003, 2008, 2010, 2012 • Marquis Who's Who in America, 2007 • Marquis Who's Who Among American Women, 2008 • Marquis Who's Who in the World, 2009 <p>English Teacher <i>1985 - 1992</i> Springville High School, Springville, Utah</p>	
Education	<p>Master of Arts—Instruction and Technology <i>2004</i> <i>Western Governors University</i>, Salt Lake City, Utah</p> <p>National Board Certified Teacher—Adolescent/Young Adult Language Arts <i>2001</i></p> <p>Bachelor of Arts—English Education, Communications Minor <i>1985</i> <i>Brigham Young University</i>, Provo, Utah</p>	
References	Included in file	

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**CONSENT AGENDA
APRIL 18, 2013**

Angela D. Lakey-Campbell

P.O. Box 213 (70 N 5th Street)
Cambridge, Idaho 83610
(208)257-3612
mrslc@cambridge432.org

Objective Obtain position on Idaho State Professional Standards Commission

Summary Twenty-five years employment in public education. Instructional levels have ranged from eighth to twelfth grade. Administrative levels have ranged from sixth to twelfth grade. Coaching positions have ranged from grade school to head coaching positions in volleyball and basketball.

Teaching and Administrative Experience

Cambridge High School, Cambridge, Idaho

2000-Present

Half-time Principal

- *Completed and submitted appropriate reports to State Department of Education
- *Administered and recorded discipline of students grade seven through twelve
- *Interviewed, hired and evaluated teaching, para-professional, secretarial and janitorial staff
- *Served as liaison between school district and community
- *Facilitated staff development
- *Developed class schedule

Half-time Teacher

- *Taught courses in algebra, geometry, calculus, physics and integrated mathematics
- *Participated in alignment of curriculum with state standards

Athletic Director, junior varsity and varsity volleyball coach

- *Scheduled athletic competitions for junior high and high school teams
- *Coordinated scheduling and payment of officials for athletic competition
- *Coordinated travel for junior high and high school teams
- *Completed and submitted appropriate reports to state activities association

Cambridge High School, Cambridge, Idaho

1989-2000

Math/Science Teacher

- *Taught courses in mathematics in grades eight through twelve and physical science

Athletic Director, Head girls= basketball coach, JV volleyball coach

- *Scheduled athletic competitions for junior and high school teams
- *Administered scheduling and payment of officials for athletic competition
- *Coordinated travel for junior high and high school teams
- *Completed and submitted appropriate reports to state activities association

Garden Valley High School, Garden Valley, Idaho

1988-1989

Math Teacher, JV girls' basketball coach

- *Taught math courses for grades seven through twelve

Cambridge High School, Cambridge, Idaho

1987-1988

Math Teacher

- *Taught math courses for grades nine through twelve, physics and computer programming

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Education

B.S. in Mathematics, University of Idaho, Moscow, Idaho, 1986

MEd in Educational Leadership, Northwest Nazarene University, Nampa, Idaho, 2000

Ed Specialist in Educational Leadership, Northwest Nazarene University, Nampa, Idaho, 2012

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Lakey-Campbell

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Certification

Idaho standard secondary certification with endorsements in mathematics and physics (6-12)
Idaho administrative certificate, school principal (K-12)
Idaho State Technology Competency
Idaho State Comprehensive Literacy

Selected Related Experiences

- *Girls= coaches representative to the Idaho High School Activities Association District III Board of Control, 1994 to 2006
- *Chairman for Cambridge School District strategic planning committee from 2000 to present
- *Judge for National FFA Organization proficiency award finals July 2002
- *Lector and Eucharistic minister for Holy Rosary and St. Jude churches from 2000 to 2003
- *Parish Council member for Holy Rosary Mission, Cambridge, Idaho from 2000 to 2003
- *President of the Cambridge Commercial Club (Chamber of Commerce) 2003 to 2005
- *Treasurer of the Cambridge Commercial Club January 2006 to 2008
- *Professional Standards Commission new teacher preparation committee

Conferences and Training

Teaching for Intelligence Conference, San Francisco, California, April 1999
Data, Not Guesswork Conference, Boise, Idaho, June 2000
Principal=s Academy, Big Sky, Montana, June 2000
Reasonable Suspicion training, November 2000
Train the Trainer workshop in implementing ICAT videos, December 2001
Curriculum Designer Leadership Academy, San Diego, California, February 2002
Project Leadership, November 2003 to 2006
Five-Day Grantsmanship Center Training Program
Leaders of Learners, December 2005 to 2007
Crucial Conversations, June 2006
Love and Logic, August 2008
Love and Logic Parent Facilitator Training 2010
Network of Instructional School Leaders 2012 to present
Danielson Framework for Teaching Train the Trainer 2012 to present

Professional Affiliations

Idaho State Coaches= Association
Idaho Association of School Administrators
National Association of Secondary School Principals
Northwest Professional Educators

Administrative Accomplishments

- *Implemented homeroom for grades 7-12
- *Increased parent/teacher conference attendance to ninety-four percent
- *Decreased discipline referrals from 124 students with 154 occurrences to 53 students with 62 occurrences from 2001-02 first semester to 2002-03 first semester
- *Idaho Safe and Drug Free Schools Competitive Grant to fund half-time school resource officer
- *Secured funding for and implemented PLATO software for credit recovery
- *Implemented Idaho Digital Learning Academy for adult learners, credit recovery and enhancement of curriculum
- *School approved with Merit Status when accredited during 2003-04 school year.

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*Implemented Power of I grading system 2008-09 to present

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Charlotte McKinney

644 Wall Creek Road.
Clearwater, ID 83552

208-926-4676
mckinneyc@sd244.org

Position Sought:

A position on the Professional Standards Commission

Professional Qualifications:

Experienced working with students in classroom and non classroom situations

- Managed a staff up to 100 people
- Actively involved with local community and students
- Proven organizational skills
- Elected and appointed various positions for several community and professional organizations

Education: Lewis-Clark State College Lewiston, ID
 PACE secondary teaching endorsements 2009
 Passing Praxis scores-Social Studies, History, English, Completed the required
 courses for secondary certification

The Ohio State University Columbus, OH
 B.A. Communications 1995
 President Griffin Honor Society, Dean's List, Emerge Program for returning adult
 students, Cultural Optimist Club, Mentoring program for 'at-risk'
 elementary/middle school students

Experience: Clearwater Valley High School Kooskia, ID
 Teacher Aug 2010 to present
 Classroom English teacher. As the one of the Title I teachers I work closely with
 other teachers and parents to help with struggling students be successful.
 Various school activities including Health Council, Anti-Bulling, Fundraising and
 after school tutoring

Clearwater Valley High School Kooskia, ID
 Plato Aide August 2004 to August 2010
 Credit recovery and online courses not offered at the school. Program
 administrator for PLATO

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Lifework Prospect, OH
Vocational Rehabilitation Counselor November 1999 to February 2002
Assisted injured workers on re-entering the workforce; Assessed each client needs and matched skills and abilities with jobs; Dealt with employers on hiring and job applications in addition to tax credits;

References: Available upon request

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Lourene Praeder
3770 E. 200 N.
Rigby, Idaho 83442
208-521-8376

Education	Masters in Learning and Technology; Western Governor's University (WGU), Salt Lake City. Idaho State University, (1/1983-5/1989) obtained Bachelor of Arts degree with honors, majored in secondary education with endorsements in Mathematics and Social Sciences. Have taken the following computer languages: Fortran, Pascal, Basic, and Visual Basic. Other computer skills include Microsoft Works, PowerPoint, Excel, Access, and various other programs. I have received a technology certification from the State of Idaho. Classes taken since receiving BA, but before entering into Masters program: Math Education Sec from BYU; Pre-Calculus & Math 810 from Portland State; Dynamic Geometry/problem solving & Data driven math from University of Idaho; Intro to statistics, special topics/math from Idaho State University. Had 64 credits beyond my BA, then took masters classes, currently have 36 more credits beyond my MA, including the MTA course required by the State of Idaho.
Teaching Exp.	Teaching secondary math at Rigby High School in Rigby, Idaho (1998-current). Previous experience includes substitute teaching for 20 years within the Rigby school district #251, one to three years teaching at Bonneville H.S., Ririe H.S., and summer school at Skyline HS. I have taught general math, Pre-Algebra, Algebra I & II, Geometry, Pre-Calculus, Dual Enrollment and regular Statistics, AP and Dual Enrollment Calculus, and Trigonometry.
Professional	Membership includes: Idaho Education Association where I am currently the President of Region 6 and have been a member of the HCR committee for many years, Jefferson County Education Association where I am currently filling several committee appointments and have been president for 2 years along with other positions, Idaho

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Council of Teachers of Mathematics where I am currently a board member, National Council of Teachers of Mathematics, I have served on various state committees on alignment of curriculum, I have served on a national committee with ETS (Educational Testing Service) working on the math praxis exam.

Personal Enjoy a personal home computer, finding information on the internet, gardening, sewing, and hiking, horseback riding, dancing, bicycling, playing piano, and listening to music.

References Available upon request.

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Alison Hauri
3511 W Hill Rd, Boise, ID, 83703
Residence: (716) 316-3662
alih2621@gmail.com

OBJECTIVE

To obtain on the Professional Standards Commission.

CERTIFICATION

Idaho State Teaching Certificate in Elementary/ Special Education
New York State Certificate in Elementary Education (1-6) Certificate No; 1287173
New York State Certificate in Special Education - Certificate No: 1287173
State of Maryland Certified Educator ID No.: 30-2091

EDUCATION

D'Youville College, Buffalo, NY

Masters of Education in Elementary in August of 2007.
Master of Education in Special Education in August of 2007

Bachelors of Science in Interdisciplinary Studies with dual minors in English and Spanish - May of 2006.

West Valley Central School, West Valley, NY
High School, New York State Regents Diploma 2002

TEACHING EXPERIENCE

Morley Nelson Elementary School Boise, ID 2010-Present
Resource room teacher in grades Kindergarten to Third grade. Creating Individual Education Plans for children with various abilities ranging from children on the autism spectrum to children with specific learning disabilities. Delivering Idaho State Curriculum at various grade levels while accommodating materials to best fit the needs of individual students within the general education classroom and the resource room. Motivating students to succeed and continue to establish positive working relationship with all teachers and support staff.

Involved in various activities through out the school such as:

- Forever Learning Youth Club instructor- Yoga facilitator for fifth and sixth grade students.
- Problem Solving Team member

Hamilton Elementary Middle School P.S. 236, Baltimore, MD 2007- 2010

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Second grade classroom teacher in a multicultural inclusion modeled classroom. Creating lessons derived from the Maryland Voluntary State Curriculum Standards with a focus in English/ Language Arts, Mathematics, Science, Social Studies and Health. Creating daily routines and procedures that establish a positive classroom culture providing students with the ability to be self monitoring.

Involved in various activities through out the school such as;

- Co-Sponsored the G.E.M.S. (Girls Empowerment of Motivation and Self Worth)- A girls group that mentors young ladies in grades 6-8 to build self worth and decision making skills. We create opportunities for the ladies to do community service, discuss difficult issues that they face in daily life, and participate in team building activities.
- An active member of the School Improvement Team, Achievement Team, and Green Team
- Maryland State Assessment Academy and Saturday School Teacher of multiple grade children 2nd to 4th
- Workshop facilitator for Social Studies Works, a professional development for teachers in grades 1-6
- Workshop facilitator for Literacy workshops to integrate social studies into daily literacy programs.

STUDENT TEACHING EXPERIENCE

2007

Northwood Elementary, West Seneca, NY

Experienced the teaching environment in a 6:1:1 classroom setting. The students in the classroom ranged in age from 11-13 with a multitude of disabilities including Autism, Emotional/ Behavioral disorder, Prater Willie syndrome and multiple physical disorders. The curriculum focused around life skills with various introductions to core subjects such as money, language, and completion of directions.

D'Youville Porter Campus P.S. 3, Buffalo, NY

Experienced the teaching environment in a third grade classroom. The classroom is a multicultural environment with students of various backgrounds. The curriculum focuses around the New York state standards teaching English Language Arts, Mathematics, Science, Social Studies and Reading while managing the daily routine provided great opportunities to learn and establish strategies for the future. The placement in the multicultural environment provided many situations to work with students from bilingual backgrounds primarily Spanish.

WORK EXPERIENCE

Cradle Beach Camp, Angola, NY

_____2005_- 2007

Camp Counselor

Provided a safe, supervised environment for economically disadvantaged and disabled children who usually would not be able to afford or attend other "typical" summer camps. The ages of the children range from 9-15 with a multitude of disabilities including Down syndrome, Autism, Emotional and Behavioral disorders, and multiple physical disorders. Leading the cabin groups

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expanded my leadership and motivational abilities to perform under pressure with quick efficient responses.

League for the Handicapped, Preschool Learning Center,
Springville, NY

2004

Personal Aid

Supported a 6 year old boy with Cerebral Palsy to adapt within an inclusion classroom, while adapting to a multitude of equipment such as a wheelchair, stander, two separate walkers, and therapy balls, while learning

- Color Recognition
- Alphabet and Phonics
- Toilet Training
- Feeding Independently
- Independent Play

COMMUNITY AFFILIATIONS

- Basketball Coach for the 5th and 6th Grade Boys team at Morley Nelson 2013
- IEA Education Excellence Task Force Member 2012
- Delegate Assembly Member BEA 2011-2012
- Skating Association for the Blind and Handicapped, SABAH, Volunteer, Buffalo, New York, 2007
- Student Association Senator, Sophomore and Junior Senator, D'Youville College 2003-2005

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CONSENT AGENDA
APRIL 18, 2013

Patricia A. Jessup

P.O. Box 9103
Moscow, ID 83843
208-310-3035
jessup.patricia@gmail.com

WORK HISTORY

High School Teacher/Special Education Case Manager

Moscow High School, Moscow, ID 2009-Present

- Develop organizational systems to insure compliance with policies and procedures
- Supervise and lead students to meet goals
- Execute multiple programs simultaneously for at-risk students
- Collaborate and maintain good working relationships with students, parents, administrators, colleagues, student services, and district personnel
- Foster a climate of respect and appreciation for all aspects of diversity
- Manage high stress and conflict situations effectively and efficiently
- Establish goals, objectives, and strategies for 20+ programs annually
 - Evaluate programs, assess progress towards goals, report results
 - Coordinate and lead meetings with administrators, colleagues, students, and parents

Program Coordinator

Washington State University, Pullman, WA 2006-2009

- Coordinated and managed daily operations surrounding scholarship processes and cultivation of scholarship donors
- Independently oversaw the production of student-oriented publications projects
- Established strategic goals and implemented strategies and tactics related to student communication
- Coordinated in-class speaking engagements by working with alumni, volunteers, donors, business leaders, and College faculty

Department Chair/Special Education Case Manager/High School Teacher/Event Coordinator

Petaluma City Schools, Petaluma, CA 2000-2006

- Began teaching career in 2000 and became Department Chair 2003
- Aligned department curriculum with state educational standards
- Oversaw 170+ special education caseloads annually
- Managed department budget and monitored expenditures
- Made staffing and scheduling recommendations
- Established goals, objectives, and strategies for 35+ programs annually
- Created, organized, implemented, and evaluated monthly social events
- Met budget constraints or generated revenue for social events
- Recruited and oversaw volunteers for social events

Student and Intern 1994-2000

- Sonoma State University (Teaching Credential)
- Pacifica Graduate Institute (Counseling Psychology Coursework)
- Internships while pursuing education
 - Petaluma High School (Teacher)
 - Pine Crest Elementary School (Teacher)

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- Catholic Charities (Family Counselor)
- Project Recovery (Drug and Alcohol Rehabilitation Counselor)

WORK HISTORY (continued)

Assistant to the Vice President for University Relations

University of San Francisco, San Francisco, CA 1989-1994

- Established and maintained daily administrative operations
- Coordinated calendar and scheduled multiple meetings and events
- Organized and supervised division budget meeting fiscal constraints
- Trained, supervised, and evaluated classified and student employees
- Primary point of contact for all internal and external communities while building and maintaining good relations

Systems Associate

Bank of America, Concord, CA 1987-1989

- Created, tested, and implemented project development
- Monitored intricate details of project development
- Supervised team coordination
- Facilitated communication and problem resolution between project teams

EDUCATION

- 2006 Cross-cultural Language and Academic Development Certificate
- 2003 Special Education Credential Level II, Sonoma State University
- Coursework towards M.A. in Counseling Psychology, Pacifica Graduate Institute
- 1987 B.S. Business Administration in Management, San Francisco State University
 - Graduated *Cum Laude and Outstanding Management Student*

PROFESSIONAL ACTIVITIES AND DEVELOPMENT

- Sexual Harassment Workshop Trainer and Appeal Panel Member
- WASC Assessment and Accountability Committee
- WASC Leadership Committee
- Management Bargaining Team for negotiations with International Union
- Administrative Staff Handbook Task Force
- Technology Trainer for Microsoft Office Suite, PowerPoint, Explorer
- University Wellness and Fitness Committee
- University-Wide Review Panel for Mission Statement

Virginia L Welton

3006 W. Broadmoore
Drive Hayden, Idaho
208-691-3561
vwelton@cdaschools.org

Summary

I have 18 years experience in teaching students with severe disabilities. I keep updated with new and innovative teaching methods, as well as, best practices to enhance my teaching methodology. I have worked with the State Department of Education, Special Education to create and update the Idaho Alternate Assessment for the past 7 years.

Objectives

I am interested in applying for the position of serving on the Idaho Professional Standards Commission.

Education

California State University, Long Beach
California State university, Long Beach, Long Beach, California
Graduated: May 2002
Grade: Bachelors Degree
Teaching Credentials: General Education K-8, Severely Handicapped K-12

Employment History

September 2003 – Present: Exceptional Child Teacher
6-8 Company: Coeur D'Alene School District
Coeur D'Alene, Idaho
Individualized instruction of 13-18 students with a variety of disabilities
Implement and run all IEP meetings
Work with general education teachers on best practice methods for mainstreamed students
Schedule and manage 8 staff members
Create, implement and score teaching materials and assessments for the Idaho Alternate Assessment
Write grants to purchase materials that will enhance the learning of all students

Hobbies & Interests

I enjoy helping my sons Boy Scout Troop as the "Board of Review" leader I run the snack bar for Coeur d'Alene High School, I love to ride horses and I enjoy reading.

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**CONSENT AGENDA
APRIL 18, 2013**

Heather I.D. Van Mullem

500 8th Avenue, Lewiston, ID 83501

(208) 792-2781 (o)

hivanmullem@lsc.edu

Education —

Post-Doctoral Graduate Work: Emphasis in Philosophy of Sport

University of Idaho, Moscow, ID – 2007-2009

Doctor of Philosophy in Education: Sport Studies

University of Kansas, Lawrence, KS – 2005

Specialization: Psychology/Sociology of Sport

With Honors: Awarded on Comprehensive Exams (2003) and Dissertation (2005)

Graduate Studies Certificate: Women's Studies (2003)

Masters of Science in Kinesiology: Emphasis in Teaching/Coaching

Humboldt State University, Arcata, CA - 2001

Bachelor of Science in Physical Education: Emphasis in Sports Medicine

Eastern Washington University, Cheney, WA – 1999

Associate of Arts: General Studies

Green River Community College, Auburn, WA - 1997

Administrative Appointments ---

Lewis-Clark State College – Lewiston, ID

Division Chair, Education – July 2012 to Present.

Academic Appointments —

Lewis-Clark State College – Lewiston, ID

Tenured – April 2010.

Associate Professor in Health and Kinesiology – May 2009 to Present.

Assistant Professor in Health and Kinesiology – January 2006 to May 2009.

Visiting Assistant Professor in Health and Kinesiology – August 2005 to December 2005.

Lindenwood University – Saint Charles, MO

Adjunct Instructor in Health & Fitness Sciences Graduate Program – Fall 2011, 2012.

Humboldt State University – Arcata, CA

Lecturer in Kinesiology and Recreation Administration – Spring 2010.

Graduate Teaching Assistant in Kinesiology and Recreation Administration – 2000-2001.

Washington State University – Pullman, WA

Adjunct Instructor in Sport Management – Summer 2006.

University of Kansas – Lawrence, KS

Graduate Teaching Assistant in Health, Sport, and Exercise Sciences – August 2001 to May 2005.

Publications —

Refereed –

Van Mullem, H., Sterling, L., and Peck, A. (in press). *Accurate representation?: An analysis of media guide images of female college athletes competing at the NCAA division-II, NCAA division-III, and NAIA levels*. The Journal of Contemporary Athletics, 7(4), online.

Sterling, L.K., Pratt-Hyatt, J., & **Van Mullem, H.** (2011). *Pro sport: Ticket to a better life or perpetuating poverty?* The Counseling Interviewer, 43, 19-25.

Stoll, S.K. & **Van Mullem, H.** (2010). *Women coaching women: A model for sports(wo)manship?* National Association of Girls and Women in Sport Inclusion and Social Justice Paper Series (online).

Van Mullem, H. & Stoll, S.K. (2009). *Why hazing is NEVER acceptable: A position paper*. National Association of Girls and Women in Sport Inclusion and Social Justice Paper Series (online).

Van Mullem, H. (2009). *Women in sport: Playing by the unwritten rules*. National Association of Girls and Women in Sport Inclusion and Social Justice Paper Series (online).

Sterling, L.K., Dimmett, E.K., and **Van Mullem, H.** (2009). *Crisis on the court: The psychological pain of career-ending athletic injuries*. The Counseling Interviewer, (41)2, 10-15.

Van Mullem, H. (2008, Vol. 16). *Training the total athlete: Integrating the subjective experience*. Western Society Monograph Series.

Non-Refereed –

Van Mullem, H. & Taylor, G. (2012). *Examining for Gender Stereotypes in Children's Sport-Themed Literature: A Teaching Activity*. The Journal of Kinesiology & Wellness/Western Society Review (online).

Van Mullem, H., Sterling, L.K., & Peck, A. (2012). *Accurate Representation?: An Examination of Media Guide Images of Female College Athletes Competing at the NCAA Division-II, NCAA Division-III, and NAIA Levels*. University of Washington Center for Leadership in Intercollegiate Athletics Working Paper Series (online).

Van Mullem, H. & Sterling, L.K. (2011). *"What's in your bag of tricks?": Tips and techniques for engaging students in a sport psychology class*. Western Society Review (9th ed.).

Van Mullem, H. & Van Mullem, P. (2011, Spring). *Why do Idahoan's play?* Idaho Journal of Health, Physical Education, Recreation, and Dance, 26-28.

Van Mullem, H. & Van Mullem, P. (2010). *Rethinking the lecture*. Western Society Review (8th ed.).

Sterling, L.K., **Van Mullem, H.**, & Wade, H.L. (2010). *Down but not an outsider: Ideas for coaches on how to support injured athletes*. Western Society Review (8th ed.).

Sterling, L. & **Van Mullem, H.** (2009). *Collaborating with parents for a positive season: Ideas for young coaches*. Western Society Review (7th ed.).

Van Mullem, P., **Van Mullem, H.**, and Stoll, S.K. (2008). *How to avoid the pitfalls and fallacies of hiring "the good coach."* Western Society Review (6th ed.).

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Van Mullem, P., **Van Mullem, H.**, and Stoll, S.K. (2007). *Making coaching a healthy profession*.
Western Society Review (5th ed.).

Scholarly Writing in Progress —

Van Mullem, P., **Van Mullem, H.**, and Stoll, S.K. (in progress). Collaboration Online: Using a Wiki
Page to Teach Sport Philosophy. Manuscript will be submitted for publication in the *Journal of
Kinesiology and Wellness*.

Grants —

Van Mullem, H. (2012). Institutional Development Grant, Lewis-Clark State College, Awarded \$1,210.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Boise, ID.

Van Mullem, H. (2012). Faculty Development Grant, Lewis-Clark State College, Awarded \$600.

- Funding to travel to North American Society for Sport Management Conference in Seattle, WA.

Van Mullem, H. (2011). Institutional Development Grant. Lewis-Clark State College, Awarded \$1,500.

- Funding to take students to Western Society for Kinesiology and Wellness Conference in Reno, NV.

Van Mullem, H. (2011). Institutional Development Grant. Lewis-Clark State College, Awarded \$1,000.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Pocatello, ID.

Van Mullem, H. (2010). Institutional Development Grant, Lewis-Clark State College, Awarded \$1,100.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Boise, ID.

Van Mullem, P. & **Van Mullem, H.** (2009). *The Education of a Successful Coach*. Research Consortium of the American Alliance for Health, Physical Education, Recreation and Dance, Requested \$5,160. Not funded.

- Funding requested to conduct qualitative research project.

Van Mullem, H. (2009). Faculty Service Learning Planning Grant, Lewis-Clark State College, Awarded \$200.

- Funding to benefit Lewis-Clark State College Girls & Women in Sports Day event.

Van Mullem, H. (2009). Institutional Development Grant, Lewis-Clark State College, Awarded \$575.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Moscow, ID.

Van Mullem, H. (2008). Faculty Development Grant, Lewis-Clark State College, Awarded \$696.

- Funding to travel to American Alliance for Health, Physical Education, Recreation and Dance Convention in Tampa, FL.

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VanClief, B., Botha, M., **Van Mullem, H.**, Preston, K., Dinning, L., Peck, A. & Gil, V. (2008). Institutional Development Grant, Lewis-Clark State College, Awarded \$5,000.

- Funding to take students to American Alliance for Health, Physical Education, Recreation and Dance Convention in Tampa, FL.

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College, Awarded \$2,000.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Pocatello, ID.

Van Mullem, H. (2007). Faculty Development Grant, Lewis-Clark State College, Awarded \$1,350.

- Funding to attend Southwest District Alliance for Health, Physical Education, Recreation and Dance Conference in Hawaii.

Van Mullem, H. (2007). Institutional Development Grant, Lewis-Clark State College, Awarded \$1,415.

- Funding to take students to Idaho Alliance for Health, Physical Education, Recreation and Dance Conference in Boise, ID.

Van Mullem, H., Botha, M., Beamer, K. & Glick, E. (2007). Institutional Development Grant, Lewis-Clark State College, Awarded \$5,000.

- Funding to take students to American Alliance for Health, Physical Education, Recreation and Dance National Convention in Fort Worth, TX.

Van Mullem, H. (2007). Institutional Development Grant, Lewis-Clark State College, Awarded \$600.

- Funding to hold inaugural Girls and Women in Sports Day at Lewis-Clark State College.

Van Mullem, H. (2006). Faculty Development Grant, Lewis-Clark State College, Awarded \$1,450.

- Funding to attend American Alliance for Health, Physical Education, Recreation and Dance National Conference in Baltimore, MD.

Van Mullem, H. (2006). Institutional Development Grant, Lewis-Clark State College, Awarded \$2,000.

- Funding to take students to Northwest/Southwest District American Alliance for Health, Physical Education, Recreation and Dance Convention in Reno, NV.

Van Mullem, H. (2005). Faculty Development Grant, Lewis-Clark State College, Awarded \$965.

- Funding to attend American Alliance for Health, Physical Education, Recreation and Dance National Conference in Salt Lake City, UT.

Presentations —

Scholarly

International

Sternod, B. & **Van Mullem, H.** (2012). "Cultural Responsiveness in Physical Education: Taking Action and Embracing Student Diversity." International Globalization, Diversity, and Education Conference, Vancouver, WA.

National

Van Mullem, P. & **Van Mullem, H.** (2012). "Teaching Sport Ethics: One Perspective." North American Society for Sport Management Conference, Seattle, WA.

Van Mullem, H. & Sterling, L. (2012). "'Look Who's Playing!': Planning and Implementing Sport and Physical Activity Clinics to Celebrate National Girls and Women in Sports Day." Poster Session at the Title IX at 40 National Conference, Ann Arbor, MI.

Van Mullem, P. & **Van Mullem, H.** (2012). "Coaching Education: How Winning Coaches Learn to Coach." American Alliance for Health, Physical Education, Recreation and Dance National Convention, Boston, MA. (Accepted; Convention cancelled)

Van Mullem, H. (2012). "'Hoopin' It Up': Basketball, Life, and American Indian Female

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Athletes.” NAGWS Poster Session at the American Alliance for Health, Physical Education, Recreation and Dance National Convention, Boston, MA. (Accepted; Convention cancelled)

Van Mullem, H., Sterling, L. & Peck, A. (2011). “Pictures of Progress: Media Guide Images of Female Student Athletes at the NCAA Division-II, NCAA Division-III, and NAIA Levels.” Poster session at Tucker Center Conference on Girls & Women in Sport: Creating Change, Minneapolis, MN.

Sterling, L. & **Van Mullem, H.** (2011). “‘Who’s Got Spirit?’: Implementing a Team Spirit Point Championship in a Sport Psychology Course.” Poster Session at Association for Applied Sport Psychology National Conference, Honolulu, HI.

Van Mullem, P. & **Van Mullem, H.** (2011). “Learning to Become a Coach: Past, Present, and the Future.” American Alliance for Health, Physical Education, Recreation and Dance National Convention, San Diego, CA.

Van Mullem, H., Sterling, L. & Peck, A. (2010). “Accurate Representation?: Media Guide Images of Female College Athletes.” American Alliance for Health, Physical Education, Recreation and Dance National Convention, Indianapolis, IN.

Van Mullem, H. & Stoll, S.K. (2009). “Am I a Racist? A Sexist? Loaded Questions to Consider.” American Alliance for Health, Physical Education, Recreation and Dance National Convention, Tampa, FL.

Van Mullem, H. & Sterling, L. (2009). “Coaching the Pregnant Student-Athlete: Navigating the Issues.” NAGWS Poster Session at the American Alliance for Health, Physical Education, Recreation and Dance National Convention, Tampa, FL.

Sterling, L. & **Van Mullem, H.** (2008). “Professional Sport Aspirations and Athletic Identity of NCAA Division-II and NAIA Student-Athletes.” Poster Session at Association for Applied Sport Psychology National Conference, St. Louis, MO.

Van Mullem, P. & **Van Mullem, H.** (2008). “The Ethical Responsibility of an Interscholastic Athletic Director.” Southwest District/Hawaii Alliance of Health, Physical Education, Recreation and Dance Convention, Waikoloa, HI.

Van Mullem, H. & Robinson, C. (2008). “Adults Perceived Barriers to Exercise.” Southwest District/Hawaii Alliance of Health, Physical Education, Recreation and Dance Convention, Waikoloa, HI.

Sterling, L. & **Van Mullem, H.** (2008). “‘Going Pro?’ Student-Athletes and Professional Sports Career Anticipation.” Poster Session at Northeast Atlantic Sport Psychology Conference, Philadelphia, PA.

Van Mullem, H. (2004). “Notable American Indian Female Athletes.” NAGWS Student Poster Session at American Alliance for Health, Physical Education, Recreation and Dance National Conference, New Orleans, LA.

Van Mullem, H. (2003). “Issues Facing American Indian Athletes.” NAGWS Student Poster Session at American Alliance for Health, Physical Education, Recreation and Dance National Conference, Philadelphia, PA.

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Van Mullem, H. (2002). "Gender Bias in the Evaluation of Intercollegiate Coaches." Poster Session at National Girls and Women in Sports Day Conference, Shreveport, LA.

Regional

Van Mullem, H., Casten, C., Shimon, J., & Slack, J. (2012). "Perceptions and Experiences of Being a Professional in Academia: Teaching in Higher Education (Panel)." Western Society for Kinesiology & Wellness, Reno, NV.

Van Mullem, P., **Van Mullem, H.,** Grant, T., & Stoll, S. (2012). "Enhancing Learning Through Technology: A Collaboration Project Using Wiki Pages." Western Society for Kinesiology & Wellness Conference, Reno, NV.

Van Mullem, H. & Sterling, L. (2012). "‘Livin’ The Good Life!: Incorporating Health and Wellness Into Our Busy Lives." Western Society for Kinesiology & Wellness Conference, Reno, NV.

Van Mullem, H. & Sterling, L. (2012). "‘I Like to Move It, Move It’: Tips & Strategies for Planning a Successful Girls & Women in Sports Day Event At Your School." Western Society for Kinesiology & Wellness Conference, Reno, NV.

VanClief, B., Botha, M., Mason, S., **Van Mullem, H.,** & Wiggin, L. (2012). "The Etiquette Banquet – A Nutrition Unit’s Grand Finale A’la Mode." Northwest District of the American Alliance of Health, Physical Education, Recreation, and Dance Convention, Bozeman, MT.

Van Mullem, H. (2012). "See It, Believe It, Do It!: Using Imagery as a Mental Performance Enhancement Tool." Northwest District of the American Alliance of Health, Physical Education, Recreation, and Dance Convention, Bozeman, MT.

Van Mullem, H., Lawrence, D., Maeda, H. & Stoll, S. (2011). "Coaching: Is It For You?" (Panel Facilitator). Western Society for Kinesiology and Wellness, Reno, NV.

Park, R., **Van Mullem, H.,** Nagel, M. & Rickel, K. (2011). "Role of Sport Management in the Kinesiology Department (Panel)." Western Society for Kinesiology and Wellness, Reno, NV.

Van Mullem, H. & Taylor, G. (2011). "Examining for Gender Stereotypes in Children’s Sport-Themed Literature: A Teaching Activity." Western Society for Kinesiology and Wellness, Reno, NV.

Van Mullem, H. & Van Mullem, P. (2011). "Coaching Perspective: How Winning Female Coaches Define Success in Coaching." Western Society for Kinesiology and Wellness, Reno, NV.

Van Mullem, H. & Sterling, L. (2010). "‘What’s in Your Bag of Tricks?': Tips & Techniques for Engaging Students in a Sport Psychology Class." Western Society for Kinesiology and Wellness, Reno, NV.

Presentations continued —

Caplan, C., Stoll, S., & **Van Mullem, H.** (2010). "Coaching Education: What is the Future? (Panel)." Western Society for Kinesiology and Wellness, Reno, NV.

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- Sather, B., **Van Mullem, H.**, Van Mullem, P., Stoll, S., & Gonzalez, E. (2010). "Hot Topic: Are Universities Effectively Preparing Students for the Profession? (Panel)." Western Society for Kinesiology and Wellness, Reno, NV.
- Sterling, L., **Van Mullem, H.** & Wade, H. (2009). "Down but not an Outsider: Ideas for Coaches on How to Support Injured Athletes." Western Society for Kinesiology and Wellness Conference, Reno, NV.
- Van Mullem, P., **Van Mullem, H.** & Stoll, S.K. (2009). "Servant Leadership: Developing Excellence." Northwest District/Montana American Alliance for Health, Physical Education, Recreation and Dance Convention, Missoula, MT.
- Sterling, L. & **Van Mullem, H.** (2008). "Collaborating with Parents for a Positive Season: Ideas for Young Coaches." Western Society for Kinesiology and Wellness Conference, Reno, NV.
- Van Mullem, P., **Van Mullem, H.**, & Stoll, S.K. (2006). "Making Collegiate Coaching a Healthier Profession." Western Society for Kinesiology and Wellness Conference, Reno, NV.

State

- Van Mullem, H.** & Sterling, L. (2012). "Moving Forward: Graduate School Application Strategies." Idaho Association of Health, Physical Education, Recreation, and Dance Conference, Boise, ID.
- Van Mullem, H.** & Sterling, L. (2012). "Pioneering Women in Sport: Honoring Those Who Came Before Us." Idaho Association of Health, Physical Education, Recreation, and Dance Conference, Boise, ID.
- Van Mullem, H.** (2011). "Coaching for Success: Building Confidence in Your Student-Athletes." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Pocatello, ID.
- Greer, R. & **Van Mullem, H.** (2011). "Beyond the X's and O's: Factors Contributing to Success in Coaching." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Pocatello, ID.
- Earles, L. & **Van Mullem, H.** (2011). "Observer as Participant: Negotiating the Dual Identity in Qualitative Field Research." Lewis-Clark State College Research Symposium, Lewiston, ID.
- Van Mullem, H.** & Sterling, L. (2010). "'Getting Back:' Coaches Roles in Athlete Rehabilitation." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.
- Van Mullem, H.** & Sterling, L. (2010). "'It's Supposed to be About the Kids, Right?!': Ways to Build Positive Relationships Between Young Coaches and Parents." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.
- Van Mullem, H.** (2009). "Using Girls and Women in Sports Day to Engage Students in Service Learning." Idaho Association of Health, Physical Education, Recreation and Dance Conference, Moscow, ID.

- Van Mullem, H.** & Van Mullem, P. (2009). "Why Do Idahoans Play?" Idaho Association of

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Health, Physical Education, Recreation and Dance Conference, Moscow, ID.

Van Mullem, H. & Peck, A. (2009). “Content Analysis of Images on Media Guide Covers of Female Student-Athletes Competing at the NCAA Division-II, NCAA Division-III, and NAIA Levels.” Lewis-Clark State College Research Symposium, Lewiston, ID.

Sterling, L. & **Van Mullem, H. (2008).** “I’m Going to be a Pro Athlete: Practical Tools for Coaches on How to Create Reality Without Crushing Dreams.” Idaho Association of Health, Physical Education, Recreation and Dance Conference, Pocatello, ID.

Van Mullem, H. (2007). “A Day in the Life of a Sport Ethnographer.” Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.

Van Mullem, H. (2007). “Developing Successful Imagery Skills in Student-Athletes.” Idaho Association of Health, Physical Education, Recreation and Dance Conference, Boise, ID.

Van Mullem, H. (2006). “Creating a Positive Mental Environment for Student-Athletes.” Idaho Association of Health, Physical Education, Recreation and Dance Conference, Kimberly, ID.

Van Mullem, H. (2005). “A Season on the Kaw: The Role of Basketball in the Lives of American Indian Women.” Idaho Association of Health, Physical Education, Recreation and Dance Conference, Eagle, ID.

Invited

Van Mullem, H. (2012). “Pioneering Women in Sport: Honoring Those Who Came Before Us.” Lewis-Clark State College Women’s History Month Presentation, Lewiston, ID.

Van Mullem, H. (2011). “‘Hoopin’ It Up’: Basketball, Life & American Indian Female Athletes.” Lewis-Clark State College Native American Awareness Week and Women’s History Month Co-Presentation, Lewiston, ID.

Van Mullem, H. (2010). “Title IX.” SS 350: Women and the 20th Century Course, Lewiston, ID.

Van Mullem, H. (2010). “‘We Got Next?’: Women in Coaching and Athletic Leadership Positions Post Title-IX.” Lewis-Clark State College Women’s History Month: Brown Bag Lunch Discussions, Lewiston, ID.

Van Mullem, H. (2008). “Training the Total Athlete: Integrating the Subjective Experience.” Dr. G. Arthur Broten Young Scholars Program Award invited presentation at the Western Society for Kinesiology and Wellness Conference, Reno, NV.

Van Mullem, H. (2006). “Health and Wellness for the Busy Student.” Lewis-Clark State College Native American Student Educational Leadership Retreat, Plummer, ID.

Van Mullem, H. (2006). “Managing Stress in the Office.” IDALS Conference, Lewiston, ID.

Journal Review —

The Journal of Kinesiology & Wellness; Editor – 2011-Present.

PHENex (Physical & Health Education Academic) Journal; Article Reviewer – 2010-Present.

Textbook Review —

Greenberg, J. *Comprehensive stress management* (11th ed.). Boston, MA: McGraw

Hill – 2009.

Courses Taught —

Lewis-Clark State College – Lewiston, ID

KIN 266: Skill/Analysis Volleyball/Softball

KIN 348: Sports Medicine

KIN 399: Research Assistantships

KIN 410: Sport Psychology

KIN 420: Socio-cultural Aspects of Sport

KIN 425: Moral Reasoning in Sport

KIN 486: Organization/Administration of Health, PE, Athletics, and Recreation

KIN 487: Sport Administration

KIN 488: Sport Facilities/Event Management

KIN 492: Leadership in Health & Kinesiology

HLTH 288: Advanced First Aid/CPR

HLTH 288: First Aid/CPR/AED for the Professional Rescuer

HLTH 346: Human Sexuality

HLTH 347: Stress Management

HLTH 457: Drugs & the Athlete

ID 351: Seminar – Health Values

ID 351: Seminar – Sport Values

ED 456: Content Methods: Health & Physical Education (online)

ED 490: DS: Content Methods: Physical Education (co-taught; online)

ED 494: Internship in Education

Lindenwood University – Saint Charles, MO

HP 52500: Performance Psychology (online; Graduate-level)

Humboldt State University – Arcata, CA

KINS 447: Pharmacology and Ergogenic Aids (online)

KINS 165: Foundations in Physical Education (TA)

HED 342: Nutrition in Athletic Performance (TA)

Washington State University – Pullman, WA

SpMgt 290: Sport Programming (co-taught)

University of Kansas – Lawrence, KS

HSES 108: Beginning Basketball

HSES 108: Physical Conditioning

HSES 108: Weight Training

HSES 108: Disc Golf

HSES 112: Advanced Basketball

HSES 220: Officiating of Basketball

HSES 248: First Aid Lab

HSES 252: Coaching of Basketball

HSES 260: Personal and Community Health

HSES 482: Drugs in Society (TA)

HSES 640: Applied Sport and Performance Psychology (TA)

HSES 806: Stress Management (TA)

Curriculum Development —

Lewis-Clark State College – Lewiston, ID

ED 456: Content Methods: Health/PE (revision)

KIN 487: Sport Administration

ID 351: Seminar – Sport Values

ID 351: Seminar – Health Values (revision)

HLTH 288: First Aid/CPR/AED (revision)

Member of planning team for creation of Sport Administration Degree

Lindenwood University – Saint Charles, MO

HP 525000: Performance Psychology (online; Graduate-level)

Professional Leadership —

North American Society for the Sociology of Sport (NASSS)

Barbara Brown Student Paper Award Reviewer – 2011.

- *Review Graduate student (Masters- and Doctoral-level) paper submissions.*

National Association of Girls and Women in Sport (NAGWS)

Member: Inclusion and Social Justice Committee Member – 2008-2009.

Member: Special Events Committee Member – 2006-2008.

Northwest District of the American Alliance of Health, Physical Education, Recreation, and Dance (NWAAPERD)

Board Member – 2012-present

- *National Association for Sport and Physical Education (NASPE) Representative*

Professional Leadership continued —

Western Society for Kinesiology and Wellness (WSKW)

Conference Proposal Reviewer – 2011.

- *Review conference abstract proposals.*

Young Scholars Award Program Coordinator – 2011-present.

- Served as co-coordinator 2010-2011
- *Review applicant paper submissions.*
- *Prepare monograph.*

Idaho Association of Health, Physical Education, Recreation and Dance (IAHPERD)

Committee Chair: Student Organization/Involvement -- 2012

- *Chair statewide committee created to increase student interest and involvement in IAHPERD.*

IAHPERD District-II Representative – 2010-2012.

- *Liason to IAHPERD State Board from District-II Region in Idaho.*

IAHPERD District-II Representative-Elect – 2009.

- *State conference planning committee member.*
- *Assist District-II Representative with IAHPERD State Board responsibilities.*

Service —

Lewis-Clark State College – Lewiston, ID

Health & Kinesiology Program

- Kinesiology Club Advisor – 2007-2012.
- Health & Kinesiology Instructional Team Member – 2005-2012.

Division of Education

- Secondary Education Team Member – 2011-2012.
- Assessment Coordinator -- 2007-2012.
- Assisted with Literacy Development Project – 2007-2011.
- Assisted with Student Training & Retention (STAR) sessions – 2006-2012.
- Assisted with New Student Orientation – 2006 – 2012.

Campus-Wide

- Chair, General Education Committee – 2010-2011.
- Chair, Faculty Development Committee – 2008-2010.
- Member of Faculty Senate – 2008-2012.
- Member of General Education Committee – 2008-2012.
- Member of Professional Development Training Committee – 2008-2009.
- Member of Faculty Affairs Committee – 2006-2008.
- Member of Promotion and/or Tenure Committees – 2006, 2008, 2010, 2012.
- Member of KinderCollege Parent Advisory Board – 2008-2012.
- Member of Anthropology Position Hiring Committee – 2011.
- Member of Social Work Director Position Hiring Committee – 2012.
- Trio Advisory Board Member – 2012-2013.

Statewide

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- Member of Idaho Statewide General Education Reform Committee – 2012.
- External Reviewer for Idaho State University Promotion/Tenure file of Dr. Caroline Faure – 2011.

Community

Chairperson, Girls and Women in Sports Day Celebration – 2008-present.

- Organize physical activity and sport clinics for girls in grades K-6 from surrounding communities.
- Solicited volunteers and donors from the LCSC campus and surrounding communities.

University of Kansas – Lawrence, KS

Health, Sport, and Exercise Sciences Department

- Ad Hoc Honor Code Committee Graduate Student Member – 2002.
- Graduate Student Representative to Department Faculty Meetings – 2002.
- Graduate Student Representative to Center for Teaching Excellence Faculty Selection Committee – 2002.
- School of Education Graduate Studies Policy Committee Student Member – 2001.
- Pedagogy Search Committee Graduate Student Member – 2001.

Professional Awards and Distinctions —

Lewis-Clark State College – Lewiston, ID

The National Society of Leadership and Success, Lewis-Clark State College Chapter,
Excellence in Teaching Award – 2012.

Lewis-Clark State College President's Award for Outstanding Teaching – 2012.

American Alliance of Health, Physical Education, Recreation, and Dance (AAHPERD)
Northwest District College/University Educator of the Year – 2011.

Idaho Association of Health, Physical Education, Recreation, and Dance (IAHPERD)
Collegiate Educator of the Year – 2010.

Nominated for Lewis-Clark State College H.L. Talkington Excellence in Teaching Award –
2010.

Western Society for Kinesiology & Wellness (WSKW) Dr. G. Arthur Broten Young Scholars
Program Award Winner for paper "Training the Total Athlete: Integrating the Subjective
Experience" – 2008.

Lewis-Clark State College Service Learning Faculty Fellowship – 2007.

Graduate Committee Work –

Lindenwood University – Saint Charles, MO

Stephane Dal Soglio, Comprehensive Exam Faculty Member, 2012

Mitch Schwartzman, Comprehensive Exam Faculty Member, 2012

Matt Owen, Comprehensive Exam Faculty Member, 2012

Samuel Chatman, Comprehensive Exam Faculty Member, 2012

Kari Morgan, Comprehensive Exam Faculty Member, 2012

Additional Professional Experience —

Haskell Indian Nations University – Lawrence, KS

Volunteer Assistant Women's Basketball Coach – September 2003 to April 2005.

- Assisted head coach with on-floor coaching in practices and games.
- Assisted head coach in scouting of opponents, game preparation, and video breakdown.

National Association of Intercollegiate Athletics (NAIA) – Olathe, KS

Intern with National Office – July 2003.

- Assisted Director of Development with compilation of Champions of Character Program End-of-the Year Report.
- Conducted interviews with three NAIA institutions concerning campus involvement with the Champions of Character program.

Humboldt State University – Arcata, CA

Graduate Assistant Women's Basketball Coach – 2000-2001.

Volunteer Assistant Women's Basketball Coach – 1999-2000.

- Assisted the head coach in on-floor coaching in practices and games.
- Actively involved in recruitment of student-athletes.
- Assisted in scouting of opponents, game preparation, and video breakdown.
- Assisted in coordinating donations to the student-athlete scholarship fund.
- Coordinated and organized the Little Lady Jacks Basketball Club.

Green River Community College – Auburn, WA

Artists & Speakers Coordinator, Lead and Earn Program – 1996-1997.

- Arranged and coordinated nationally known professional entertainers for on-campus community presentations. Performers included Jack Canfield, Pat Boone, and Bernie Siegel.

Special Events Co-Coordinator, Lead and Earn Program – 1995-1996.

- Co-arranged and co-coordinated community orientation events on campus. Events included a Christmas Boutique, Senior Citizen Valentines Day Dance, and Youth Easter Egg Hunt.

Memberships —

American Alliance for Health, Physical Education, Recreation and Dance
National Association for Girls and Women in Sport
National Association for Sport and Physical Education
The North American Society for the Sociology of Sport
Association for the Advancement of Applied Sport Psychology
Idaho Alliance for Health, Physical Education, Recreation and Dance
Western Society for Kinesiology and Wellness

Academic Awards and Distinctions —

University of Kansas – Lawrence, KS

Honors: Dissertation – 2005.

Health, Sport, and Exercise Sciences Department Wayne Osness Outstanding Doctoral Student Award – 2005.

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School of Education Meritorious Scholarship Recipient – 2004.
School of Education Judith Howard Billings Scholarship Recipient – 2003.
Honors: Comprehensive Doctoral Exams – 2003.

Humboldt State University – Arcata, CA

Graduated with Distinction – 2001.

Eastern Washington University – Cheney, WA

Graduated Summa Cum Laude – 1999.
Phi Kappa Phi Honor Society – 1999.
Big Sky Conference Scholar/Athlete Award – 1998, 1999.
Sports Medicine Student of the Quarter – Fall, 1998.

Green River Community College – Auburn, WA

Graduated with High Honors – 1997.
Service Award Winner – 1997.
Meritorious Scholarship Award Winner – 1995, 1996.

Athletic Awards and Distinctions—

Eastern Washington University – Cheney, WA

Collegiate Basketball Letter Winner – 1998, 1999.

Green River Community College – Auburn, WA

Athletic Hall of Fame Inductee – 1997.
Northwest Athletic Association of Community Colleges Women's Basketball All-Star Game
Participant – 1997.

Related Professional Experience —

Basketball Skills Clinic Coach, Nezperce School, Nezperce, ID – 2010.
Sports Skills & Fitness Camp Counselor, University of Kansas, Lawrence, KS – 2002, 2003.
Assistant Girls Basketball Camp Director, Humboldt State University, Arcata, CA – 2001.
Boys Basketball Camp Coach, Humboldt State University, Arcata, CA – 2001.
Basketball Camp Director, McKinleyville Parks and Recreation, McKinleyville, CA – 2000.
Women's Basketball Camp Dorm Supervisor, Humboldt State University, Arcata, CA -- 2000,
2001.
Girls Basketball Camp Coach, Humboldt State University, Arcata, CA -- 1999, 2000.
Girls Basketball Camp Coach, Stanford University, Palo Alto, CA – 2000.

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Randy C. Jensen

randyj@sd381.k12.id.us

545 West Park

American Falls, ID 83211

(208)221-0256

Education

Master of Education Administration, Idaho State University, 1989

Bachelor of Education, Idaho State University, 1985

Work Experience

Principal, William Thomas Middle School, American Falls, 1989-Present

Teacher, William Thomas Middle School, American Falls, 1985-1989

Associate Scout, Los Angeles Dodgers Professional Baseball, 1985-1988

Head Coach, American Legion Baseball, Pocatello, 1983-1988

Administrative Assistant, Vogt's Inc., Pocatello, 1982-1985

Receptionist, Manning Funeral Home, Pocatello, 1983-1985

Photographer, The Daily Universe, Brigham Young University, 1979-1980

Furnace Cleaner and Serviceman's Assistant, Vogt's Inc., Pocatello, 1974-1979

Professional Involvement

Board of Directors, National Middle School Association 1999-2005

Idaho Middle Level Liaison, NASSP 1998-present

Member, IMLA, NMSA, IASSP and NASSP, 1989-present

Public Relations Coordinator, Idaho Middle Level Association, 1997-2001

President, Idaho Middle Level Association, 1995-1997

State Conference Chairman, Idaho Middle Level Association, 1996, 1997

Member, Region 5 Legislative Council, 1991, 1992

Member, U. S. Department of Justice Committee on Juvenile Violence and Delinquency Prevention, 1994-1998

Program Board Chairman, Idaho State University, 1984-1985

Student Senate, Idaho State University, 1983-1984

Scholarship Committee, Idaho State University, 1983-1984

Professional Achievements

Idaho State University, 2010 Professional Achievement Award, College of Education

Idaho Middle Level Educator of the Year, Idaho Middle Level Association, 2007

National Principal of the Year, National Association of Secondary School Principals, 2005

Fulbright Scholar, Award Winning Principal Exchange with Brazil, 2005

Principal of the Year, Idaho Association of Secondary School Principals, 2004

Professional Presentations

Presenter, National Parent Teacher Association Conference, 2006

Presenter, National Association of Secondary School Principals, 2005, 2006, 2009

Presenter, Center for Secondary School Redesign, National School Showcase, 2008, 2009

Presenter, National Middle School Conference, 1994, 1995, 1996, 2000, 2005, 2008, 2009

Presenter, Idaho Middle Level Association Conference, 1993, 1994, 1995, 1996, 1998, 1999, 2000, 2001, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010

Presenter, Idaho Association of Secondary School Principals Conference, 2005, 2006, 2007

Presenter, Utah State Middle School Conference, 2001, 2002, 2004, 2005

Presenter, California League of Middle Schools, 2002

Presenter, Alberta Middle School Association, 2002

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Keynote Speaker, Hawaii Association of Middle Schools, 2002
Presenter, Middle Years Association of British Columbia Conference, 2001
Presenter/Advisor, Rocky Mountain Middle Level Institute, 1998
Presenter, National Middle School Association Affiliate Leader Retreat, 1993
Presenter, International Conference on Reading, 1993

Publications: Authored, Contributed To, or Featured In the Following Publications

Building and Bragging: Celebrating Your Middle School, Middle Ground, NMSA, 2010
Voices of Experience, NASSP, November 2009
This We Believe in Action: Implementing Successful Middle Level Schools, NMSA, 2005
Principal Leadership, Putting the Students First, January 2005
Success in the Middle: A Policymaker's Guide to Achieving Quality Middle Level Education, NMSA, 2006
NASSP Policy Recommendations for Middle Level Reform, 2006
Leadership Practices of Successful Principals, Northwest Regional Educational Laboratory, November 2005
Top Principals Make a Difference in Schools, USA Today, 2004

Community Involvement

College Student Congregation Leader, 2005-2011
Little League Baseball Coach, American Falls, 1989-2010
President, American Falls Little League Baseball, 2001-2010
Co-Chairman, City of American Falls Community Review, 2009
Region 7 Youth Services Director, Lion's Club International, 1996-2002
Member, American Falls Lion's Club, 1989-2010
Youth Soccer Coach, American Falls, 1993-1999
Girls Youth Softball Coach, American Falls, 1997, 1999, 2002
Chairman, Power County Recreation District Committee, 1996
Full-Time Church Mission, Houston Texas, 1980-1982

References

Dr. Ron Bolinger, Superintendent of Schools, American Falls, (208)226-5173
Sue Swaim, Executive Director Emeritus, National Middle School Assoc., (207)584-3360
Greg Wiles, Past President of the Idaho Middle Level Assoc., (208)573-9045
Patty Kinney, Associate Director of Middle Level Services NASSP, (703)819-3021
Amy Wynn, Mayor, American Falls, (208)317-2814
Jeff Read, High School Principal, American Falls High School, (208)251-2988
Kim Williams, Teacher, William Thomas Middle School, (208) 233-6008
Rudy Pena

Becky Weller Meyer, Ph.D.

401 Olympic Drive • Sandpoint, Idaho 83864
208.290.1948 • becky.meyer@lposd.org

My Mission

I am committed to authentic strength-focused leadership; respecting, empowering, and supporting staff to be of service to themselves, the students, the school, the community, and the world.

Education

- **Superintendent Endorsement**, granted (4.0 GPA)
Northwest Nazarene University, ID; *June 2009-May 2012.*
- **Ph.D. in Education**, Counseling and Human Services; minor in Educational Administration (4.0 GPA)
University of Idaho, Moscow, ID; *January 1999-May 2005.*
Dissertation: *The Effect of Parenthood Education on Self Efficacy, Parent Effectiveness, and the Parent-Child Relationship in an Alternative High School Student Population.*
Advisor: Dr. Thomas V. Trotter
- **Educational Administration Certificate**, Principalship granted (4.0 GPA)
University of Idaho, Moscow, ID; *December 2000-August 2002.*
- **Post-Graduate** coursework in Counseling and Human Services (4.0 GPA)
University of Idaho, Moscow, ID; *August 1994-December 1998.*
- **M.Ed. in Education**, Guidance and Counseling (3.9 GPA)
City University, Bellevue, WA; *September 1992-August 1994.*
- **Bachelor of Arts** in Liberal Studies with a concentration in Business and Communications (3.25 GPA)
University of the Pacific, Stockton, CA; *August 1985-May 1990.*

Research Skills

- Standardized Assessment Analysis (i.e. ISAT's)
- Longitudinal Cohort Assessment Analysis
- SPSS statistical analysis program, extensively
- Survey and evaluation research techniques

Relevant Professional Experience

- **Sandpoint High School Principal (1100 student enrollment)**, 9-12th grade; *June 2006-present.*
Full administrative responsibility for 4A high school (grades 9-12) curriculum, instruction, student assessment, staff supervision and evaluation, policy, extra and co-curricular management, and school budget. Responsible for leadership in the following: visionary and strategic planning, instructional leader, extra and co-curricular management and organizational systems, family and community partnerships, professional and ethical administration, financial planning and budgeting, personnel reorganization, governance and legal leadership.
- **Lake Pend Oreille Alternative High School Principal**, 7-12th grade; *Aug 2002-June 2006.*

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Full administrative responsibility for school (grades 7-12) curriculum, instruction, student assessment, staff supervision and evaluation, policy, and budget. Responsible for leadership in the following: visionary and strategic planning, instructional leader, management and organizational systems, family and community partnerships, professional and ethical administration, governance and legal leadership.

- **Safe and Drug Free Schools Coordinator**, Lake Pend Oreille School District; *Sept 2003-Aug 2012*.
Responsible for the development, implementation, oversight, and evaluation of the Safe and Drug Free Schools Grant for the Lake Pend Oreille School District. Coordinate programs, personnel, and curriculum throughout the district. Position funding was eliminated August 2012.
- **Elementary Principal, Title I Summer School**, K-3rd; *July 2002 –Aug 2002*.
Develop thematic Title I summer program and administer the program, including advertising and recruiting families, instructional and curricular design, supervision and evaluation of personnel, student assessment, budget, parent and volunteer program, and state and federal accountability requirements.
- **Lake Pend Oreille High School Assistant Principal (Intern)**, 7-12th grade; *Aug 2001-Aug 2002*.
Student attendance and discipline, master schedule, parent contact and meetings, Principal responsibilities in the absence of the Principal.
- **University of Idaho, Doctoral Teaching Assistant**; *Summer 2001*.
Assist Dr. Jerry Fischer in Teaching *Ethics and Legal Issues in Counseling and Human Services*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **University of Idaho, Doctoral Teaching Internship**; *Spring 2000*.
Develop curriculum and teach *Counseling in the Schools II*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **University of Idaho, Doctoral Teaching Internship**; *Spring 2000*.
Develop curriculum and facilitate/teach *T-Group Counseling: Theory and Practice*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **Lake Pend Oreille School District Counselor**, K-12th grade; *Aug 1994-Aug 2001*.
Implement Idaho's Comprehensive Guidance & Counseling Model; social/emotional, career and educational counseling. Responsible for: crisis intervention; individual, group and classroom guidance; student learning plans; standardized testing and interpretation; conflict mediation; interest inventories and interpretations; IEP meetings; post-secondary planning; college recommendations; scholarships; financial aid; referrals for students/families; Career Day Coordinator.
 - **Head Counselor**, Sandpoint High School; *Aug 1998-Aug 2001*.
Responsible for Counseling Department administrative tasks, goals and supervision of counseling staff.
 - **School Counselor**, Sandpoint High School; *Oct 1997-Aug 1998*.
 - **School Counselor**, Priest River Lamanna High School, Priest Lake Elementary, Southside Elementary; *Aug 1995-Oct 1997*. High school position funded by Carl Perkins grant.
 - **Career Education Counselor**, Bonner County Schools, District-Wide; *Aug 1994-Aug 1995*.
Promote career awareness and education with student's K-12th grade through classroom and small group guidance. Utilize Career Information Systems (CIS); district-wide drop-out analysis report; Carl Perkins, grant writing; Bonner County School District representative to Region 1 Tech Prep Consortium; assist with Tech Prep competitive grant.
- **Parenting with Love and Logic Instructor**, Lake Pend Oreille School District; *1997-present*.
Develop curriculum and teach *Parenting Teens with Love and Logic* and *Becoming a Love and Logic Parent: Raising Responsible Children*, six to ten week programs.
- **Summer Youth Employment Program Teacher**, Idaho Job Service; *Summer 1995*.
Teach employability skills to disadvantaged youth using the SCANS Report; offer leadership, mentoring, supervision and hands-on training. Responsible for managing the county childcare projects.
- **Challenges and Choices/Care to be You Instructor**, University of Idaho Extension Program; *1994*.
Adventure-based, experiential learning and counseling; portable and stationary low-ropes and high-ropes courses, Camp Mivoden and Lutherhaven courses; healthy family skill building classes; family systems interactive counseling; certified facilitator; collective grant writing responsibilities.

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Honors & Achievements

- **Published Doctoral Dissertation**, University of Idaho; *May 2005*.
- **Dean's List**, University of Idaho; *January 1999 to May 2005*.
- **Model Schoolwide Title I Plan recognition**, BEST Project & State Dept. of Education; *March 2005*.
- **Award of Distinction**, Idaho Counseling Association Conference Presentation; *January 2005*.
- **Professional Counselor License, #LPC-2708**, Idaho Bureau of Occupational Licenses; *July 2002*.
- **Nominated to Alumnae Student of the Year**, University of Idaho; *Spring 2001 & Spring 2002*.
- **Technology Competence**, University of Idaho Competency Exam; *May 2001*.
- **Counseling Program Nominated to Idaho's Top Career Programs**, Sandpoint H.S.; *Jan 1999*.
- **Dean's List**, City University; *Oct 1992 to Aug 1994*.
- **Dean's List**, University of the Pacific; *1985-1988, summer 1989*.
- **Greek Woman of the Year Award**, University of the Pacific; *1989*.
- **Emerging Leaders Program**, UOP; *1985-1986*.

Academic and Community Service

- **Professional Standards Commission**; Secondary principal representative. Meet bi-monthly to address professional standards, ethical violations, authorizations, professional development, and teacher preparation program standards within a full commission membership as well as serving on the Executive Committee to review and recommend action on ethical cases; State Department of Education, *2010-present*.
- **District Leadership Team member**; work with Superintendent and district administrators to oversee district improvement plans, strategic planning, school improvement processes, Title I school-wide plans, and schools in need of improvement action plans; Lake Pend Oreille School District #84, *2009-present*.
- **District Budget Committee**; work with union and teacher representatives to develop district budget recommendations presented to the Superintendent, Lake Pend Oreille School District #84, *2009-present*.
- **Facility Planning Committee**; Assess current levels of educational suitability, facility suitability, and technology readiness for district schools, long-term planning for facility infrastructure; Administrator representative, Lake Pend Oreille School District #84, *2005-present*.
- **Teacher Supervision and Evaluation Committee**; Develop an educationally relevant and appropriate supervision and evaluation tool for certified staff; Lake Pend Oreille School District #84, *2005-present*.
- **Wellness Committee**; Develop a wellness plan for the school district; Lake Pend Oreille School District #84, *2005-present*.
- **Love and Logic Parent Instructor**; Volunteer 100% of time and resources to teach teen parenting classes in the community since 2001, Elementary parenting courses since 1997; Lake Pend Oreille School District #84, *1997-present*.
- **Multi-Hazard District Preparedness Committee**; Committee Leader; Developed & published district Crisis Response Plan; Conducted FEMA response training for principals; Lake Pend Oreille School District #84, *2001-present*.
- **Crisis Assistance Team**; Team Leader; co-founder; Lake Pend Oreille School District #84, *1995-present*.
- **Superintendent's Advisory Committee**; Lake Pend Oreille School District, *1997-2000*.
- **Drug Advisory Council**; counselor representative; Lake Pend Oreille School District, *1997-1999*.
- **Cognitive Self-Change Program "Active Change Empowerment" (ACE), Train the trainers**; Lake Pend Oreille School District #84, *June 1997*.
- **Hospice Volunteer**; Advisory Board, financial officer, conducted grief groups; Bonner County, *1995-present*.
- **School-to-Work Development Board**; Bonner County, *1995-1997*.
- **Conflict Mediation Trainer**; Lake Pend Oreille School District, *Sept 1995*.
- **Youth Hall of Fame**; committee member; Tacoma, WA, City University, *1992*.
- **Academic Affairs Committee**; only student appointed to faculty committee; UOP, *1987-1989*.

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- **Students Against Multiple Sclerosis**; secretary, annual event chair; UOP, 1985-1988.
- **Delta Sigma Pi Professional Business Fraternity**; Pledge Class President; UOP, 1987-1990.
- **Delta Gamma Sorority**; Sight conservation & Aid to the Blind; UOP, 1986-1990.

Professional Affiliation

- National Association of Secondary School Administrators (NASSP)
- Idaho Association of School Administrators (IASA); Membership Services and Publications & Communications Committees (2006)
- Idaho Association of Secondary School Principals (IASPP)
- Council of Alternative School Leaders (CASL); prior Region I Representative
- Association of Supervision and Curriculum Development (ASCD)
- American Counseling Association (ACA)
- National Council on Family Relations (NCFR)
- Principals' Partnership

References

- Shawn Woodward, Superintendent; Lake Pend Oreille School District #84; 208.263.2184.
- Dick Cvitanich, Superintendent; Olympia School District, WA; 360.480.8256.
- Doug Olin, Assistant Administrator to the Superintendent; Lake Pend Oreille School District #84; 208.263.2184.
- Mark Berryhill, Former Superintendent; Lake Pend Oreille School District #84; 208.263.6638.
- Randy Wittwer, IT Director; Lake Pend Oreille School District #84; 208.263.2184.
- Steve Youngdahl, Chairman of the Lake Pend Oreille School District #84 Board of Trustees; 208.290.6812.
- Jack Dawson, Ph.D., Former Dean; University of Idaho, Coeur d'Alene; 208.667.2588.
- Tom Trotter, Ph.D., Former Counseling and School Psychology Professor and Program Director; University of Idaho; Doctoral Program Major Professor; 208.667.2588.
- Sherri Hatley, Title I Director, Hope Elementary Principal; Lake Pend Oreille School District #84; 208.264.5680.
- Matt Diehl, District Facilities & Maintenance Director; Lake Pend Oreille School District #84; 208.290.2100.
- Corey Coon, Chief of Police; Sandpoint City; 208.265.1482.
- Officer Ian Hoyland, Lake Pend Oreille School District #84 School Resource Officer; 208.255.8580.

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- Debbie Stallcup, Director; Bonner County Juvenile Justice Services; 263.1602.
- Ron Stultz, Senior Probation Officer; Bonner County Juvenile Justice Services; 263.1602.
- Foster Cline, M.D., Love and Logic Co-developer and founder, former Lake Pend Oreille School District #84 Board Trustee, Doctoral Dissertation Committee Member; 208.265.1519.

Post-Graduate Professional Development

- **Whatever It Takes: How Professional Learning Communities Respond When Kids Don't Learn**, by Richard DuFour, Rebecca DuFour, Robert Eaker, & Gayle Karhanek, book study with staff; *2010-2011*.
- **Enhancing Professional Practice: Frameworks for Teaching**, by Charlotte Danielson, book study with staff; *2009-10*.
- **RESULTS NOW! How We Can Achieve Unprecedented Achievements in Teaching and Learning**, by Mike Schmoker, presentation & book study for staff; *2008-09*.
- **The Art of Possibility: Transforming Professional and Personal Life**, by Benjamin and Rozane Zander, presentation & book study for staff; *2007-08, 2009-2010*.
- **Differentiating Instruction in Mixed Ability Classrooms**, by Carol Ann Tomlinson, presentation & book study for staff; *2007-08*.
- **Meaningful Collaboration to Restructure the Curriculum**, facilitation of Directed Study professional development course for staff; *2006-07*.
- **REACH Reading program**, facilitation of Directed Study professional development course for staff; *2006-07*.
- **CORE Literacy Leadership Training**, Consortium on Reading Excellence/LPOSD #84; *2005-06*.
- **Mapping the Big Picture: Integrating Curriculum & Assessment K-12**, by Heidi Hayes Jacobs, presentation & book study for staff; *2005-06*.
- **Professional Ethics in Counseling**, Idaho Counseling Association; *Jan 05*.
- **Tools for Teaching**, by Fred Jones, presentation & book study for staff; *2004-05, 2006-07, 2008-09*.
- **Frameworks for Understanding Poverty**, by Dr. Ruby Payne, presentation & book study for staff; *2003-04*.
- **Effective Strategic Planning with a Leadership Team**, MGT Consulting, Ed Humboldt; *2003-04*.
- **Data-Driven Decision Making**, Center for Performance Assessment/SDE, Dr. M.A. Ranells; *Nov 03*.
- **Reactive Attachment Disorder (RAD): Healing Without Holding**, MEDS-PDN; *Nov 03*.
- **Deep Alignment for Results**, State Department of Education, Dr. M.A. Ranells; *Oct 03*.
- **Discipline With Dignity**, Dr. R. Curwin; *Oct 03*.
- **Personality Disorders-Axis II Diagnosis**, Cross Country University; *Dec 02*.
- **Instructional Leadership**, State Department of Education/Univ. of Idaho, Dr. M. Tomlin; *Nov 02*.
- **Who Moved My Cheese**, by Dr. Spencer Johnson, presentation & book study for staff; *2002-03*.

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- **True Colors Training**, True Colors Northwest, Norm Klug; *Aug 02.*
- **Idaho Comprehensive Reading Program**, State Dept. of Education, Dr. B. Rainey; *July 02.*
- **Reading Comprehension and Fluency Integration**, Education Services, Dr. M. Howard; *May 02.*
- **Project Based Education Conference**, Kids that Know and Do, numerous presenters; *Mar 02.*
- **Early Childhood Brain Development**, Kootenai Medical Center, Dr. C. Scott; *Feb 99.*
- **A Scientifically-Based Marital Therapy**, Seattle Marital & Family Institute, Dr. Gottman; *Jan 99.*
- **Standardized Testing and Assessment**, University of Idaho, Dr. G. Stanton; *Dec 98.*
- **Life Skills Professional Intensive Course**, Life Skills NW, L. Spagen; *Sept 98.*
- **IOT/Work-Based Learning Training**, Univ. of Idaho, S. Reutzel & S. Pearson; *June 98.*
- **Oppositional Defiant Disorder**, Fact-R, Inc., Dr. J. Taylor; *May 98.*
- **Adolescent Substance Use & School Response**, Olympic Counseling Services, Dr. Moore; *Apr 98.*
- **National Student Assistance Program**, Chemical Awareness Training Institute, C. Watkins; *Feb 98.*
- **Attachment Disorder: The Making of a Psychopath**, University of Idaho, Dr. F. Cline; *Nov 97.*
- **Working with At-Risk Children & Youth**, ISCA Fall Conf., Univ. of Idaho, Dr. Trotter; *Oct 97.*
- **Students with Disabilities: Individual & Family Planning**, Univ. of Idaho, T. Leinbaugh; *Sept 97.*
- **IDEA: Special Education Rules & Regulations**, State Dept. of Education; *Sept 97.*
- **Instituting Tobacco Education & Cessation Programs in Your Schools**, K. Pendell; *Sept 97.*
- **Getting the Love You Want, Marriage seminar**, Institute for Imago Therapy, A. Turtle; *Sept 97.*
- **FAS/Alcohol Related Neuro-developmental Disorder Seminar**, Kootenai Medical Cntr; *May 97.*
- **Effective Crisis Management**, Bonner General Hospital; *May 97.*
- **Suicide Prevention Training**, Bonner County School District; *Feb 97.*
- **Here's Looking at You, 2000 Drug Curriculum Training**, Bonner County School District; *Dec 96.*
- **Symposium on Student Discipline**, University of Idaho, Dr. J. Conrath; *July 96.*
- **Conflict Management**, University of Idaho; *July 96.*
- **School-to-Work/Tech Prep Conference**, Seattle, WA; *Apr 96.*
- **Conflict is Opportunity**, University of Idaho, Dr. J. States; *Mar 96.*
- **After a Suicide Training**, Idaho State University, C. Hasselquist; *Feb 96.*
- **Disrupt the Disrupter**, Lewis & Clark College, Dr. G. Binnington; *Nov 95.*
- **Neuro-Linguistic Programming Presentation**, Hospice, P. Ridgeway; *Nov 95.*
- **Cognitive Approaches to Changing Behavior (ACE Program)**, Univ. of Idaho, M. Gornik; *Nov 95.*
- **A Family Redefined: Exploring the Changes that Death Brings**, Hospice, Dr. A. Wolfelt; *Oct 95.*
- **ADD/Arrested Development**, Life Skills Northwest, J. Spagen; *Oct 95.*
- **Fostering Resiliency in Children**, University of Idaho; *Oct 95.*
- **Quick Techniques in Child Psychotherapy**, Center for Applied Psychology, Dr. Shapiro, *Sept 95.*
- **Empowering Youth Conference**, Idaho State University; *Sept 95.*
- **Vocational Summer Conference**, University of Idaho; *Summer 95.*

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- **Classroom Leadership**, University of Idaho, D. Broadwell; *Aug 95*.
- **Critical Thinking & Gardner's 7 Intelligences**, University of Idaho, Dr. T. Armstrong; *Aug 95*.
- **Crisis Assistance Team Training**, University of Idaho, Dr. J. Dudley; *May 95*.
- **Bonner Community Hospice Training Program**, J. Sturdevant; *May 95*.
- **Violence Prevention Conference**, Domestic Violence Coalition, C. Crawford; *Apr 95*.
- **School-to-Work/Tech Prep Conference**, Seattle, WA; *Apr 95*.
- **Reality Therapy Training**, Eastern Washington University, B. Duncan; (4.0 GPA); *Apr 95*.
- **Developing Winning Teaching Attitudes**, University of Idaho, Dr. M. Tomlin; *Feb 95*.
- **Theories of Vocational Choice**, University of Idaho, Dr. E. Biller; (4.0 GPA); *Spring 95*.
- **Counselor School-to-Work Intern**, University of Idaho; *Spring 95*.
- **HIV/AIDS Educational Conference**, Idaho State University, Dr. J. Girvan; *Nov 94*.
- **Prevention Skill Building Conference**, Idaho State University; *Oct 94*.
- **Psychological Management of the Difficult Child**, University of Idaho, Dr. F. Cline; *Jul 94*.
- **Challenges & Choices: Adventure-based Counseling Training**, University of Idaho; *Spring 94*.

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Dawn Jeppesen Anderson

324 South 3rd East

Rexburg, ID 83440

208-356-4815 cell: 208-313-6512

davedawn@srv.net

Professional Profile

- Current Idaho Teacher Certification in Secondary Education (English emphasis)
- Master of Education Degree with major emphasis in Reading
- Twenty-five years experience teaching writing, literature, and reading education classes

Education, Honors, and Certifications

M Ed

Idaho State University, Pocatello, ID. 1995

Bachelor of Arts in Secondary Education (Honors)

Idaho State University, Pocatello, ID. 1987

Reading Endorsement K-12

Phi Kappa Phi Honor Society

Honorary Adjunct Teacher of the Year Award 2000-2001

Qualifications & Experience

- Taught 8th graders state standards content, including language use, literature analysis, vocabulary, and writing
- Taught freshman composition and advanced writing classes for many years, instructing students how to develop ideas, clarify concepts, defend arguments and master coherent writing skills.
- Taught children's literature and young adult literature to elementary and secondary education majors
- Developed a wide variety of curricula for use in the classroom, employing peer-editing, small group writing assignments, brainstorming activities, dynamic class discussions, and research instruction.
- Helped develop a clinical program where education majors visited local Madison schools and worked with remedial reading students.

Computer Skills

- Microsoft Windows® Office software, including Word, Power Point, and Publisher
- Internet research
- Adept in grading programs Blackboard and PowerTeacher

Employment

Brigham Young University-Idaho Adjunct Faculty English Dept. Fall 1987 -2008

Madison Junior High School -8th Grade English 2008 - present

Professional Development

Conference workshop presenter

Attended various conferences and workshops related to writing and teaching

Served on several scholarship and academic committees

CAT team member for Madison Junior High

Related Experience

Edited and published English Department newsletter for seven years

Regularly publish education editorials in the *Post Register* and *Standard Journal* newspapers

Worked as advocate for educators and education, serving as currently as president of the Rexburg

Education Association

References available upon request

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Glenda Funk

Highland H. S.
1800 Bench Road
Pocatello, ID 83201
208-241-8620 (cell)
gfunk441@gmail.com

EDUCATION

August 2008
M.A. English
Idaho State University

May 1981
B.S. Speech Education
Southwest Baptist University

HONORS AND AWARDS

2011 National Board for Professional Teaching Standards Certificate Renewal: AYA/ELA
2011 Lionel Bowzer Excellence in Education Award
2009 Thomas C. Wright Fellowship, University of Idaho
2008 Teaching Shakespeare Institute, Folger Shakespeare Library, Washington, D.C.
2007 Teaching Shakespeare Mini-Institute, Folger Shakespeare Library, University of Tulsa
2004 National Humanities Center: "American Beginnings: The European Presence in North America 1492-1690"
2002 National Board for Professional Teaching Standards Certification in Adolescent Young Adulthood English Language Arts
2002 Zonta Women of Achievement recipient
1994 National Forensic League Diamond Coaching Award

ASSOCIATION MEMBERSHIPS

National Council of Teachers of English
ALAN: Assembly on Literature for Adolescents of the NCTE
Phi Kappa Delta
National Forensic League
National Education Association
Idaho Education Association
Pocatello Education Association

THESES

Cowen-Funk, G. (2008) "Empathetic Imagination: Perception, Aesthetics, and Ethics in *Life of Pi* by Yann Martel." Unpublished M.A. Thesis, Idaho State University.

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PUBLISHED ARTICLES

Funk, Glenda. "Holding the Mirror Up: A Review of Tim Gillespie's *Doing Literary Criticism*. *Oregon English Journal*. XXXIV: 2, Fall 2012, p 7-11.

MANUSCRIPTS UNDER REVIEW

Funk, G. (2011) "One Book Can Save a Life." *The Only Book in the World Project*. This is a fund-raising effort via the English Companion Ning to provide financial support for Jeff Wilhelm, PhD and his wife, who has a rare disease not covered by insurance.

MANUSCRIPTS IN PREPARATION

Funk, G. (2011) "Not Enough to Speak: A Rationale for Performance Based Pedagogy in University Methods Courses." *English Quarterly*. Received a request to write the article by the editor.

Funk, G. *Time to Talk: Speaking to Learn & Learning to Speak in the ELA Classroom*. I have outlined a book that will contribute to the professional conversation about how to engage students in discussion, how to incorporate social media into the discussion, how to overcome and consider problems with tone in online forums, etc. At present I am conducting research and working on a proposal for the book. I have two readers who have committed to offering assistance on the project: Michael LoMonico, PhD, senior education consultant with the Folger Shakespeare Library and a professor at Stonybrook University; Tim Gillespie, author of *Doing Literary Criticism*.

CONFERENCE PRESENTATIONS

Funk, G. (2012, November) *Catching Fire: Igniting Classroom Conversations*. NCTE Panel. Co-presenters: Debbie Greco, Ami Szerence, Cherylann Schmidt. NCTE Annual Convention, Las Vegas, Nevada.

Funk, G., Ami Szerence (2011, November)). "Class Lines: Connecting Students to the Hero's Journey Beyond Borders Using Social Networking." *Teaching the Hero's Journey*. NCTE Panel. Co-presenters: Dana Huff, Ami Szerence. NCTE Annual Convention, Chicago, Illinois

Funk, G. (2010, November). "Not Enough to Speak: A Rationale for Performance Based Pedagogy in University Methods Courses." NCTE panel *Teaching Teachers to Teach Shakespeare*. Sponsoring organization: Folger Shakespeare Library. Co-presenters: Peggy O'Brien, Ph. D., founder of the TSI, Rick Vanderwall. NCTE Annual Convention, Orlando, Florida.

UPCOMING CONFERENCE PRESENTATIONS

Funk, G. (2013, November) "Lend Me Your [H]ear." NCTE Annual Convention, Boston, Massachusetts. (Proposal submitted, awaiting approval)

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Funk, G. (2014, February 28-March 1). Northwest Regional NCTE Conference, Portland, Oregon. Invitation accepted.

ONLINE PROFESSIONAL DEVELOPMENT PRESENTATIONS

Funk, G. "Twice-told Tales and Old Odd Ends: Common Ideas in Shakespeare and Young Adult Lit." Building Bridges: Classic Lit to Young Adult Lit. English Companion Ning Summer 2011 Webstitute. July 11-12, 2011. Theme: How proponents of YA lit and the classics can co-exist, find common ground, and recognize the value for students in each. The invitation to lead a session included this: "We know you have vast knowledge and great connections in the Shakespeare education world, and we think you're one of the most credible messengers."

Funk, G. "Out of the Desk and Into the Text": #engchat discussion on Twitter, April, 2011

REVIEWING ACTIVITIES

Stenhouse Publishing. Paid to review book proposals.
English Journal

PROFSSIONAL EXPERIENCE/ACTIVITIES

February 2013

Organizer of Online Book Discussion: Spillane, Lee Ann. *Reading Amplified*. Stenhouse Publishing, 2012.

Summer, 2012

Teachers Write. Messner, Kate. Participated in Kate Messner's online writing group for teachers with various professional writers providing writing exercises, support and feedback. Among those participating: Gae Polisner, author of *The Pull of Gravity*; Jo Knowles, author of *See You at Harry's*, etc.

June 6-10, 2011

CCSS/TIA Conference. Participated in the Common Core State Standards curriculum Total Instructional Alignment to ensure that ELA Idaho standards align with the Common Core, which will be implemented in 2014.

August 2010 to Present

www.evolvingenglishteacher.blogspot.com Blogging on pedagogical and political issues impacting the teaching of ELA in Idaho.

2010 to Present

#engchat on Twitter: Hosted on April 4, 2008. "Out of the Desk and Into the Text: Performance Pedagogy." Participate in discussions about topics impacting teaching English 140 characters at a time.

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2008 to Present

English Companion Ning: Assist in vetting membership applications since summer 2010; cross-post my blog; share teaching resources; engage in discussions about topics relating to teaching English and speech; participate in online book discussions, including *Doing Literary Criticism*, *Readicide*, *Write Beside Them*, *Let the Great World Spin*, etc.

2008 (Summer)

Folger Shakespeare Library Teaching Shakespeare Institute participant. Research using primary documents and rare texts, developed curriculum materials and lessons available on the Folger education website, and studied the Folger performance method for teaching literature, including Shakespeare's plays but not limited to his works.

2007 (Summer)

Folger Shakespeare Library Teaching Shakespeare Mini-institute participant. University of Tulsa. Introduced to the Folger Performance Method of studying literature, particularly Shakespeare, through intensive work with *Romeo and Juliet* and *A Midsummer Night's Dream*.

2005 (Summer)

Idaho Humanities Council: "Nothing by the Truth: Survival and Celebration in Native American Literature Native American Literature." Studied numerous works of contemporary Native American literature under the tutelage of scholars. Works included *Ceremony* by Leslie Marmon Silko, *The Lone Ranger and Tonto Fistfight in Heaven* by Sherman Alexie, *Fools Crow* by James Welch, and *Tracks* by Louise Erdrich.

2004 (Summer)

National Humanities Center Symposium "American Beginnings: The European Presence in North America 1492-1690" Assisted in the development of the Toolbox, including primary documents and material culture resources accessible online
<http://nationalhumanitiescenter.org/pds/amerbegin/index.html>

2003 (Summer)

Idaho Humanities Council: "John Steinbeck and the Art of Social Engagement." Studied numerous Steinbeck novels and nonfiction, including *The Grapes of Wrath*, *East of Eden*, *Cannery Row*, *The Log to the Sea of Cortez* and others.

TEACHING EXPERIENCE

1989-Present

English and Speech, Highland High School

Grades 9-12; Contemporary World Lit, British Lit, American Lit; honors level to special services inclusion; fundamentals of speech; competitive forensics, debate, student congress.

Additional duties include advising the student literary magazine, *Rambles*, for three years.

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Presented to the faculty ideas for using performance pedagogy in all curriculum areas (2011).

2006 Summer

Upward Bound, Idaho State University. Responsible for teaching College Prep English with the directive to teach the course as I would the English 1101 Introduction to Writing at ISU; taught speech and English 12 following the Idaho Content Standards for those classes.

1981-1984; 1986-1989

English teacher, Kofa High School, Yuma, Arizona

Grades 10-12; Contemporary World Lit, British Lit, American Lit; includes experience teaching English Language Learners as well as native English speakers. Additional duties include advising the wrestling cheerleaders (volunteer).

1984-1986

English, Urbana Community School, Urbana, Iowa

Grades 7-8; Additional responsibilities include advising the student newspaper, coaching the cheerleaders, serving as a class sponsor, and directing school-wide drama productions.

COMMITTEE MEMBERSHIPS

2008 to Present

Highland H. S. Mission Statement Committee

2008 to Present

Highland H.S. Building Representative for PEA

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**CONSENT AGENDA
APRIL 18, 2013**

**Lynda L. LeBlanc, D.A.
lleblanc@cdacharter.org
2225 S. Madison St.
Spokane, WA 99203
(509) 981-1922**

EDUCATION:

**Doctor of Arts in English
with interdisciplinary focus in French**

**Idaho State University, Pocatello, ID
May 2008**

Doctoral Theses:

“Listening to the Lives of Hospice Staff and Volunteers through Their Poems:
Participatory Action Research Study of a Six-Week Poem-Making Workshop for Hospice
of Spokane’s Caregivers”

“Listening to the Awakening: Robert Lebrun’s and Adèle Ratignolle’s Narrative
Approach with Edna Pontellier”

Masters of Education in Teaching

**Gonzaga University, Spokane, WA
May 1989**

Masters Thesis:

“Teaching French to Elementary School Students: A Curriculum for Kindergarten through Sixth Grade”

**Bachelor of Arts in Journalism
Minor: French**

**Louisiana State University, Baton Rouge, LA
May 1981**

HONORS:

2011	Grant Recipient for a project entitled Ya Ya Haiti, Professional Standards Commission for Idaho’s Department of Education (With this grant money, a community garden has been constructed at Coeur d’Alene Charter Academy. Future plans include selling the produce and using its proceeds to fund small projects in Haiti.)
2011	Northwest Inland Writing Project’ Summer Institute Fellow
2010	Classroom Mini-Grant Recipient, Northwest Professional Educators (NWPE)
2002-2004, 1999-2000	Graduate Teaching Fellow, Idaho State University
2000-2001	Graduate Teaching Assistant, Idaho State University
1987-1989	Assistantship for Masters in Education, Gonzaga University
1984-1985	Assistante, one-year assistantship to teach English at Collège Paul Bert and Collège Denfert Rochereau in Auxerre, France
Summer 1982	Summer scholarship recipient to study French at Laval University, Quebec City, Canada

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PUBLICATIONS:

Co-author for *C'est Parti: French Level One*. Eurydice Lafferayrie, ed. Paris: Lelivrescolaire.fr, 2012.

“Une Petite Reverie about False Teeth,” *Rendezvous*. 37(2003): 17-20.

HIGH SCHOOL AND JUNIOR HIGH TEACHING EXPERIENCE:

High school French teacher, high school and junior high English teacher, Coeur d’Alene Charter Academy

2009- present, Coeur d’Alene, Idaho

Developing and teaching a French program for high school students; teaching ninth grade English (Ancient Literature) and seventh grade English.

French teacher, Center for Talented Youth (CTY)

Summer 2009, Chestertown, MD

Created and taught a French curriculum for middle school students at the Chestertown, MD site. CTY is a summer program through Johns Hopkins University and focuses on the needs of students with exceptionally high academic abilities.

Junior high and high school French teacher, Saint George’s School

1993-1997, Spokane, WA

Planned and taught French classes to students in seventh, eighth, and ninth grade; designed and modified assignments for beginning and intermediate students of French.

English as a Second Language and French high school teacher, Leysin American School- Summer in Switzerland

Summers 2002 and 1991, Leysin, Switzerland

Planned and taught intermediate ESL and French classes to international students living at Leysin American School during its summer program.

English as a Second Language high school teacher and curriculum designer, Coeur d’Alene School District

Summers 1994-1999, Coeur d’Alene, ID

Designed three-week summer curriculum for beginning-level Japanese high school students and hired teachers for the summer program. Focus was on basic communication skills: learning dialogues for afternoon field trips and conversations with host families, writing thank you letters, etc.

COLLEGE TEACHING EXPERIENCE:

French Instructor, Eastern Washington University

Winter 2006 and Spring 2006, Spokane, WA

Planned and taught Elementary French II (French 102) and Elementary French III (French 103).

English Instructor, Idaho State University

2000-2004, Pocatello, ID

Planned and taught Basic Writing (English 90), English Composition (English 101), and Introduction to Literature (English 110); designed and modified assignments for beginning composition and literature students. For composition classes, met regularly with students in formal conferences and informal meetings to provide one-on-one guidance. For literature classes, presented lectures and facilitated student-led discussions on short stories, poetry, plays, and novels.

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Instructor of English as a Second Language for Taiwanese Junior Officers in the Ministry of Foreign Affairs, Idaho State University

2001-2004, Pocatello, ID

Developed and taught an ESL curriculum specifically chosen for Taiwanese junior diplomats. Class met twice weekly with emphasis on augmentation of speaking abilities. Junior officers memorized and recited historical American speeches as well as delivered self-written speeches. Lessons also included study on American literature, grammar, current events, American music, and journal writing. Students selected points of interest for monthly field trips.

Instructor of French, Idaho State University

1999-2000, Pocatello, ID

Planned and taught elementary French I (French 101) and Elementary French II (French 102)

English as a Second Language Instructor for a three-week immersion program for Japanese junior college students, North Idaho College

1989-1992, Coeur d'Alene, ID

Developed and taught an ESL class for female Japanese junior college students with beginning English language skills. Class met half a day, every day, for three weeks. Lessons focused speaking and listening activities; writing instruction included daily journal writing and dialogue writing to prepare students for campus field trips where students interacted with NIC students.

ADDITIONAL PROFESSIONAL EXPERIENCES:

Writers' Workshop Instructor, Institute for Extended Learning, Community Colleges of Spokane

Winter 2008- Spring 2009, Spokane, WA

Taught weekly writing workshops for seniors (55+), introduced texts from various literary genres for writer-response activities, and presented informal lessons on grammar usage.

Community Representative, USAuPair

October 2008- December 2012, Spokane, WA

Provided assistance to Spokane au pairs and their host families. Monitor and support au pairs' progress during their year in the cultural exchange program and maintain regular contact with host family.

Assistant to the Academic Dean, Center for Talented Youth

Summer 2007, Palo Alto, CA

Assisted academic dean of a summer program designed for gifted middle school students. Led weekly training sessions for teaching assistants, served as their support system, and, if necessary, evaluated their classroom skills. Often observed class sessions to make sure a beneficial environment existed for all parties, students, teaching assistants, and teachers.

POETRY AS THERAPY WORKSHOPS:

"Listening to Stories during a Week of Pediatric Fieldwork"

February 7, 2008- February 21, 2008

Developed a reflective writing component to a fieldwork experience for second-year occupational therapy students at Eastern Washington University. Focus was on students practicing listening skills, with themselves and pediatric clients. Stories written by and centered around caregivers were read and used as springboards for student-generated poetry.

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“Writing as Self-Care for a Dystonia Support Group”

February 16, 2008

Developed and taught a writing workshop to individuals diagnosed with dystonia. Emphasis was on writing techniques that helped participants articulate their pain and use writing as a tool for healing.

“Living through Grief: Tools for Transition,” Immaculate Heart Retreat Center

June 2, 2007

Developed and taught a poem-making workshop at a weekend “Living through Grief” retreat geared for those who had lost loved ones in the previous year. Focus was on the healing power of writing and giving voice to participants’ pain.

“Poetry Therapy: Exploring the Sacred,” Hospice of Spokane

March 23, 2007

Developed and taught a luncheon workshop to Spokane clergy where participants read and wrote poetry on the value of being listened to and their sentiments of the sacred.

“Self-discovery through Poem Making,” Hospice of Spokane

Winter 2007, Spokane, WA

Developed and taught a weekly six-week poetry therapy class for Hospice of Spokane staff and volunteers. Participants read accessible poetry on childhood, pain, and death and used resonant phrases to trigger self-generated poetry. Focus was on the therapeutic process rather than the poetic product.

PRESENTATIONS

“The Therapeutic Use of Poetry: Listening to the Stories of Our Lives through Poetry,” Naked Lunch Series. Eastern Washington University, Spokane, WA, March 8, 2012.

“The Therapeutic Use of Poetry for Teachers,” Northwest Inland Writing Project Spring Conference, Spokane, WA, March 7, 2012.

“Using Program Evaluation Strategies to Develop and Improve Healing Arts Programs,” Society for Arts in Healthcare, Annual International Conference, Minneapolis, MN, April 28-29, 2010. (poster)

“Listening to the Lives of Hospice Staff and Volunteers through Their Poems,” Society for Arts in Healthcare, Annual International Conference, Buffalo, NY, April 23-24, 2009. (poster)

“The Point of Point of View,” Inland Northwest Writers Guild. Auntie’s Bookstore, Spokane, WA, March 18, 2008.

COMMUNITY ACTIVITIES

Assistant to dance instructor for Dance for Parkinson’s, Spokane, WA, 2011-present

Charter member of Blazen Divaz, a Coeur d’Alene women’s dance/drill team, 2009- 2012.

PROFESSIONAL MEMBERSHIP

Pi Delta Phi, National French Honor Society

**CONSENT AGENDA
APRIL 18, 2013**

Mikki Samargis Nuckols

587 Reagan Idaho Falls, Idaho 83401
Home (208) 524-4793 Cell (208) 680-6454

OBJECTIVE

To utilize my teaching dynamics in enhancing the lives of youth.

EDUCATION

BACHELOR OF EDUCATION K-8; READING ENDORSEMENT K-12. Idaho State University, Pocatello, Idaho. December 1995.

MASTER OF EDUCATION (LITERACY). Idaho State University, Pocatello, Idaho. December 2006.

EXPERIENCE

TEACHER Rocky Mountain Middle School, Idaho Falls, Idaho. November 1998 to Present.
(7th Grade)

- Reading Teacher for 7th grade Team Cougar. I work with the Team Puma and Jaguar reading teachers to set up a curriculum calendar to match standards, create assessments for units, and end of course assessments.
- Team Leader for Team Cougar. Bi-monthly meetings with other team leaders. Conduct weekly meetings discussing curriculum, student concerns, and team activities.
- Focus Team Leader for the literacy team. 2005-2009
- Summer school reading teacher for both incoming 7th and 8th graders. 2006-2008
- Mentor for new teachers at Rocky Mountain Middle School. 2004 to present
- Advisor for the PALS program.
- Book adoption committee member for reading/literature for District 93..

Special Project Assignment –Bonneville Joint School District 93, Idaho Falls, Idaho. August 2009 to Present. Trainer for mentor teachers. Conducts monthly mentor training sessions using the New Teacher Center training format.

Idaho State Teacher Evaluation Taskforce.

(6th Grade) Responsibilities included: reading program instruction for all of Team B including power reading, one section of science, and one section of World Civilization.

Team Leader for 6th grade Team B.

(8th Grade) Responsibilities included: instruction in grammar, spelling, literature, and Accelerated Reading program. Developed and instructed AR Literature for low-level readers.

ORGANIZATIONS

Delta Kappa Gamma: 1st Vice President (2008-2010)

2007 Milken Educator Award

Northwest Professional Educators

American Council Teacher to Russia

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**CONSENT AGENDA
APRIL 18, 2013**

Aliene (Ali) A. Shearer

2886 N Mule Deer Wy, Meridian, ID 83646

(208)887-6925 hm (208)631-1771 cell

Shearer.ali@meridianschools.org

PROFILE

Classroom teacher with 16 years of experience in the high school setting. Solid reputation as an effective instructor, devoted professional and supportive colleague. Demonstrates passion for learning, teaching, and the teaching profession. Excellent organizational and communication skills.

STRENGTHS

- Collaborative
- Professional
- Reflective
- Inquisitive
- Able to compromise
- Excellent written and oral communication skills

EXPERIENCE

Centennial High School, Boise, Idaho, Joint School District #02 1998-Present

Teacher of French, English, Language Arts Lab, and Student Council

- Managed student loads of approx. 180 students per school year
- Prepared and presented lessons to classes in French, levels 1-3
- Collaborated with colleagues to create common assessments, establish curricular goals, analyze student data, and improve instruction
- Mentored two student teachers
- Developed and implemented school-wide Response to Intervention plan as part of Faculty Advisory Council
- Formulated and implemented school-wide late work policy as part of Faculty Advisory Council
- Wrote portion of school accreditation report as World Language Department Chair
- Wrote district concept-based curriculum for Junior level Language Arts
- Wrote district End-of-Course exams for French, levels 1, 2, and 3

Skyview High School, Nampa, Idaho, Nampa School District #131 1996-1998

Teacher of English, Journalism, and Newspaper Advisor

- General Classroom Duties

EDUCATION

Master's of Educational Leadership, *Northwest Nazarene University, Nampa, Idaho* 2006

Bachelor of Arts, Secondary English Education, *Idaho State University, Pocatello, Idaho* 1998

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CONSENT AGENDA
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Roger D. Holyoak
237 Jacob Street
Chubbuck, ID 83202
Phone: 208.238.1324
E-mail: holyoaro@sd25.us

Objective

To secure a position as a member of the Professional Standards Commission (PSC), an advisory group to the Idaho State Board of Education.

Summary

Worked with high school aged-students to promote the acquisition of Academic, Career and Social/Personal skills with the proposition that all students are capable of learning and bettering themselves in their current and future lives as individuals, in their families, and in their communities.

Experience

School Counselor: 1992 to Present

Highland High School, Pocatello, Idaho

Intern School Counselor: 1991 to 1992

Eisenhower Junior High School, Salt Lake City, Utah

School Teacher: Civics, History, Health, Spanish: 1983 to 1992

Eisenhower Junior High School, Salt Lake City, Utah

Served on Committees: 1992 to Present

Served on the committee that wrote the Idaho School Counseling Model: A Framework for Comprehensive Programs, Third Edition, 2009.

School District #25: Committee to formulate plans for alternate high school

School District #25: School Counselor Advisory Committee

Health Department: Teen Pregnancy Prevention Committee

Worked for the Betterment of Students: 1983 to Present

Trained student youth leaders to be aware of the needs of others in home, school, church and communities to help others and to assure that they don't fall victims to drug/alcohol use, not be adopted into the community of gangs, to help make wise, decisions, build strong self-esteem, to build resiliency and self-confidence.

Youth, community, church leader: Involvement with young people in providing career guidance, developing communication skills, leadership skills, problem solving skills and decision making skills and relationship building.

Pocatello Teachers Federal Credit Union board member, 2 terms

Business Professionals of America (BPA) events judge, several years

Hispanic Awareness Leadership Organization (HALO) club adviser, several years

Military Relations Liaison Highland High School, 20 years

Boy Scouts of America leadership: Wood Badge trained, Earned Scoutmaster Award of Merit

Running a Small Business: 2010 to present

Family Business

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Education

University of Utah, Salt Lake City, Utah 1995 **Degree:** M.S.; **Major:** Pupil Services: School Counseling

Westminster College of Salt Lake City, Salt Lake City, Utah 1987 **Degree:** M. Ed; **Major:** Education

Brigham Young University, Provo, Utah 1982 **Degree:** B.A.; **Major:** Secondary Education: Spanish

**CONSENT AGENDA
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Jeri S. Midgley
1850 W. Prairie Ave
Coeur d'Alene, ID 83815
(208) 762-4016 ♦ lightjeri@aol.com

EDUCATION

University of Idaho, Moscow, Idaho. Ph.D. in Education.

Dissertation: *Return on Postsecondary Education Investment: An Analysis of Professional and Technical Education Degrees in Idaho.*

Coursework: Introductory, Intermediate, and Advanced Quantitative Research Methods; Introductory Qualitative Research Methods; Writing for Publication; Administration and Supervision, Ethical Leadership; Administration Personal Supervision; School Finance, Foundations of Adult Education.

Major Professor: Dr. Ernest Biller

Committee Members: Dr. Chris Williams, Dr. Kathy Canfield-Davis, Dr. Jerry Tuchscherer

Seattle Pacific University, Seattle, Washington. Master of Arts in Community Counseling – School Counseling emphasis.

Coursework: Educational Research; Family Counseling; Group Counseling; Theories of Individual Counseling; Counseling throughout the Lifespan and Program Planning.

Utah State University, Logan, Utah. Bachelor of Science in Special Education – Mild/Moderate Emphasis.

PROFESSIONAL EXPERIENCE

School Counselor. Coeur d'Alene High School 2012-Current

Project CDA/Bridge Academy, Coeur d'Alene, Idaho. 1999-2012

- Work with students, parents, community and staff to ensure educational success.
- SAT supervisor, individual and group counseling, scheduling, and discipline as needed.
- Initiated district parent/counselor monthly informational meetings.
- Coordinated district financial aid night.
- Building administration team.
- School Improvement Team.
- Instructional leadership and supervision.
- Analyze problems and complex issues of student's living arrangements and assist while encouraging them to be successful in school.
- Acting principal in her/his absence 2004 – 2010.
- Additional work because of staff shortage; registrar and secretary.

Career Counselor. Project CDA, Coeur d'Alene, Idaho. 1999 – 2004.

- Coordinate school-wide collaboration with Idaho Job Service, arrange Career Center, acquired Workforce Investment Grant (WIA) and managed funds to work with most disenfranchised students in a school of at risk students.
- Began summer jobs program in liaison with Job Service, assisted students with career choices and funds to secure their success in college.
- Created ties with the community to assist students.

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Master Teacher. University of Idaho, Coeur d'Alene, Idaho. 2005 – 2006.

- Participated in a collaborative project through the University of Idaho, Idaho State University, and the State Division of Professional-Technical Education. Selected to participate in an “Integration Academy” to design curriculum in integration methods. Assisted in writing course modules, web development, and taught integration course for graduate program.

School Counselor. Independence Alternative High School, Blackfoot, Idaho. June 1995 – 1998.

- Counselor; individual, group, family.
- Started community programs for Drug/Alcohol awareness, Health and Welfare programs.
- Acting principal in his absence.

Teacher of regular/special educators. King County Professional-Technical Consortium, Seattle, WA. 1997

- Fostering working relationships to better educate teachers to work with students with learning/behavioral difficulties to assist success in regular education classes. Co-wrote curriculum for class.

Special Education Teacher/Department Head. Renton High School, Renton, WA. 1989 –1995.

- Building coordinator for Renton Vocational Technical Institute, arranged classes, transportation. Liaison for college instructors to work with students with educational disabilities.
- Supervised/evaluated teachers and instructional assistants. Assisted teachers in improve teaching skills for students with learning and behavioral difficulties.
- Co-wrote district curriculum for Health, Job Readiness classes.

Employment Counselor. King County Work Training Program, Seattle, WA, June-August, 1996 – 1998.

- Helped train, track and counsel students in summer jobs.
- Assisted with living and educational problems.

COURSES TAUGHT

Project CDA, Instructor

“Why Try” course in thinking through choices to 9th prep students (Fall 2011)

Renton High School, Instructor

Job Readiness class, Health, Pacific North West History (Fall 1989 – 1995)

Math, Language Arts, Reading, and Diversified Occupations (Fall 1990 – 1995)

University of Idaho, Master Teacher

Professional-Technical/Tech Ed – Integrating Academic Standards in Professional-Technical Education (Fall 2004, Spring 2005).

SPECIAL ASSIGNMENTS

Program Evaluator: University of Idaho Back to the Earth project. Evaluation of summer school and after school program to insure students from Spokane and Coeur d'Alene Tribes finish school and go on into college in STEM careers.

Grant Writing: Began and participated in a collaborative project between Idaho Department of Labor and the Coeur d'Alene School District. Authored Workforce Investment Act grant.

School representative to the superintendent 1999 – 2012

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RESEARCH AND TEACHING INTERESTS

Return on Investment in post secondary education, Career and Technical Education.
Evaluation on grant based programs.

PUBLICATIONS

Return on Postsecondary Education Investment: An Analysis of Professional and Technical Education Degrees in Idaho. Publication date: January 2012.

CERTIFICATIONS

Professional Technical Administer Certificate 2008 – Current
Work Based Learning Coordinator/Occupational Specialist, 2002 – Current
Pupil Personal Services K-12, 1995 – Current
Standard Exceptional Child K –12, 1989 – Current

PROFESSIONAL DEVELOPMENT

Integration Academy: Participated in one-year collaborative project through University of Idaho, Idaho State University and the Idaho State Division of Professional-Technical Education. Project consisted of teacher educators and university educators from around the state and focused on integrating academic and professional-technical curriculum. Co-Developed curriculum, hybrid web course, and taught course for University of Idaho.

Leadership: Completed a three-year institute through the Idaho State Division of Professional-Technical Education (2005 – 2008). Program of study consisted of thirteen seminars in Idaho and National Professional-Technical policies and processes including the operation, funding, maintenance and design of professional-technical programs. Completed Project Leadership, Sun Valley, Idaho. University coursework included: Administration of Personnel, School Finance, School Law, and Supervision and Management. Received State of Idaho, Professional-Technical Administrator's Endorsement, May 2008.

SAT Supervisors Course: Completed SAT course through College Board.

Workshops:

- “Why Try” course, Why Try Organization.
- Danielson Model supervisory work, Coeur d’Alene School District.
- “Mean Girl” Anti-Bullying, Spokane WA.

CONFERENCES AND PRESENTATIONS

- Presented Professional Technical Education Summer Conference, Boise, ID, June 12 – 13, 2012
- Presented Association of Career and Technical Education Region V Conference, Jackson, WY. April 2012.
- Presented Association of Career and Technical Education National Conference, Orlando, FL. July 2007.
- Association for Career and Technical Education National Meeting, Washington D.C., March, 2006.
- Leadership Institute, Sun Valley, Idaho. October 2005, 2006, 2007
- Idaho State Professional-Technical Education Summer Conference. August 2000 – 2007, 2012.

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PROFESSIONAL MEMBERSHIPS

- National Association of Career-Technical Educators
- Idaho Association of Professional-Technical Educators
- Idaho Education Association

COMMITTEE WORK

- School Improvement Team member, Project CDA 2007 – 2012
- Attendance Committee, Project CDA, 2010 – 2012
- Remediation Committee, Coeur d'Alene School District 2001 – 2005
- Common Schedule Committee, Coeur d'Alene School District 2011– 2012
- Faculty Representative, 1999- 2012, Coeur d'Alene School District
- Senior Project Committee, Project CDA
- Coordinator Graduation Committee, Project CDA, 2004 – 2012
- Mediation Team, Renton High School
- Coordinator of New Programs for students with special needs, Renton Technical Vocational College

CONSENT AGENDA
APRIL 18, 2013

2328 East D Street
Moscow, ID 83843

Phone (208)882-0228
E-mail mikolajk@msd281.org

Kim Mikolajczyk

Education

2008-2010 University of Idaho Moscow, ID

Education Specialist in Education Leadership

Education Leadership qualification for a principal endorsement.

1996-1999 Eastern Washington University Cheney, WA

Master in Social Work

Generalist Practice. Advanced Practicum Experience at Lewiston School District under Steve Button, MSW.

1986-1991 University of Idaho Moscow, ID

Bachelors of Science

Graduated with a Degree in Child Development and Family Relations. Internships: Y Care's preschool program servicing families living in Vancouver, Washington homeless shelters, Southwest Medical Center inpatient juvenile drug/alcohol rehabilitation center.

Professional experience

2004-present Moscow School District Moscow, ID
Elementary School Counselor

Provide services to children, family and staff at McDonald Elementary. Services include individual and group counseling services. Development and implementation of programs related to student success.

2000-2004 Washington State University Pullman, WA

Instructor

Developed and taught courses, SW390 and SW393, Child Welfare Services and Community Organization through the Sociology Department

2001-2003 University of Idaho Moscow, ID

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Instructor

Developed and taught Child Protection course through the Sociology Department.

2001-2004 State of Idaho, Dept. of Health & Welfare
Moscow, ID

Children's Mental Health Clinician

Developed and coordinated WRAP program with Moscow School District and Latah County Youth services providing school aged children with mental health issues support in their educational setting. Developed and directed the Therapeutic Foster Parent curriculum.

1995-2001 State of Idaho, Dept. of Health & Welfare
Moscow, ID

Child Protection Social Worker

Developed and coordinated WRAP program with Moscow School District and Latah County Youth services providing school aged children with mental health issues support in their educational setting. Served on the state Keeping Kids Safe, and fatality review committees.

**Professional
memberships-
Honors**

Idaho Education Credential: Administrator: School Principal Pre-K-12. School Social Worker, State of Idaho, Department of Education, expires September 2014

Licensed Master Social Worker, State of Idaho Bureau of Occupational Licenses, expires June 2013

Member representative of Moscow Education Association 2008-2012.

National Association of Social Workers member 2006-present.

Directors Award of Excellence, 2000. Given to one employee to the Department of Health and Welfare in each region each year.

Objective

To become an active member of the Professional Standard Commission.

**Interests and
activities**

I like walking, reading, and cooking for others. I love yearly trips to Hood's Canal in Puget Sound, which includes clamming and crabbing while camping with my family.

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Lonni M. Smith

1485 SW Chelsey Circle
Mountain Home, Idaho 83647
Phone: (208)867-7933
lonnid@msn.com

EDUCATION

2004 - 2007	University of West Alabama	G.P.A. 3.72
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M. Ed. School Counseling

1995-2000	Boise State University	G.P.A. 3.26
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*B.S. K-12 Physical Education
6-12 Health*

EMPLOYMENT HISTORY

2010 - Present	Mountain Home High School	Mtn. Home, Idaho
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School Counselor

Responsible for the collaborative implementation of the counseling program to address the needs of all students in the development of academic, social, and emotional competencies with specific attention to graduation progress and development of student post-secondary goals. Duties include class lessons, individual and small group counseling, consultation with staff and parents regarding student needs, student and parent referrals to appropriate school and community based programs, participation in school based improvement teams, and regular review and renovation of counseling program to address ever-changing student needs.

2009 - 2010	iSucceed Virtual High School	Boise, Idaho
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Academic Counselor

Responsible for the evaluation of academic records to assist in the correct placement and advancement of students' education. Duties also included responsive services, ISAT test administration, participation in school improvement committees, and informational / orientation presentations.

2008 - 2009	Elmore County Juvenile Probation	Mtn. Home, Idaho
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Juvenile Probation Officer

Responsible for providing probationary supervision to juveniles as ordered by the court. Duties included the investigation and preparation of pre-sentence reports, recommendation of appropriate rehabilitative programs, and implementation and monitoring of court ordered programs and restrictions. Required regular communication with probationers, parents, service providers and court personnel.

2000 - 2008	Rimrock Jr. - Sr. High School	Bruneau, Idaho
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School Counselor (2005 - 2008)

Responsible for the social, emotional and intellectual development of students, grades 7 - 12, including academic planning and advising of all students, as well as four year plans and the preparation and pursuit of post-high school goals. Other duties included organizing and monitoring all student scheduling, course work and progress towards graduation, as well as maintaining cumulative student records.

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Teacher (2000 - 2005)

Responsible for the planning, presentation and evaluation of educational materials to ensure student learning. Duties included the evaluation of student work in an accurate and timely manner in order to communicate progress to both student and parent.

Athletic Director (2003 - 2005)

Responsible for all organizational facets of the athletic department's twelve junior high and high school programs. Duties included the hiring and evaluation of personnel, management of athletics' budget, securing of event personnel and game management. Other responsibilities included the scheduling of all interscholastic contests for all teams as well as the securing of facilities for said contests.

CERTIFICATIONS

- Idaho Education Credential: Standard Secondary(PE K/12, Health 6/12)
Pupil Personnel Services (Counselor K/12)
- Boise State University Basic Educational Technology Competency Certificate
- National Federation of State High School Associations / American Sport Education Program Certificate