

**CONSENT AGENDA  
JUNE 18, 2014**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>BAHR – SECTION II - BOISE STATE UNIVERSITY</b>		
1	Revision to Law Enforcement Contract with Boise Police Department	Motion to Approve
<b>BAHR – SECTION II - UNIVERSITY OF IDAHO</b>		
2	Land Lease with State of Idaho at the US Sheep Experiment Station	Motion to Approve
<b>BAHR – SECTION II - UNIVERSITY OF IDAHO</b>		
3	Ellucian /Banner Software Maintenance Agreement Extension	Motion to Approve
<b>BAHR – SECTION II - UNIVERSITY OF IDAHO</b>		
4	Disposal of Real Property – Latah County	Motion to Approve
<b>BAHR – SECTION II - UNIVERSITY OF IDAHO</b>		
5	Building Management Services Contract for The Idaho Water Center	Motion to Approve
<b>PPGA – State Rehabilitation Council - Bylaws</b>		
6		Motion to Approve
<b>PPGA – State Rehabilitation Council – Member Appointment</b>		
7		Motion to Approve
<b>PPGA – Indian Education Committee Appointments</b>		
8		Motion to Approve
<b>PPGA - Boise State University – Alcohol Permit for 2014 Home Football Games – Stueckle Sky Center</b>		
9		Motion to Approve
<b>PPGA – Boise State University – Alcohol Permit for 2014 Home Football Games – Caven Williams Complex</b>		
10		Motion to Approve
<b>PPGA – Idaho State University – Alcohol Permit for 2014 Home Football Games</b>		
11		Information Item

**CONSENT AGENDA  
JUNE 18, 2014**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
12	<b>PPGA</b> – University of Idaho – Alcohol Permit for 2014 Home Football Games – Pre Game Events	Motion to Approve
13	<b>PPGA</b> – University of Idaho – Alcohol Permit for 2014 Home Football Games – Club Seating	Motion to Approve
14	<b>PPGA</b> – Alcohol Permits – Issued by University Presidents	Motion to Approve
15	<b>SDE</b> – Request for Waiver of 103% Student Transportation funding Cap	Motion to Approve
16	<b>SDE</b> – Transport Students Less Than One-And-One-Half Miles for the 2011-2012 School Year	Motion to Approve
17	<b>SDE</b> – Professional Standards Commission Appointments	Motion to Approve

**BOARD ACTION**

I move to approve the Consent Agenda as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**BOISE STATE UNIVERISITY**

**SUBJECT**

Revision to law enforcement contract with Boise City Police Department

**REFERENCE**

October 2004	Idaho State Board of Education approved contract with Boise City Police Department to provide law enforcement services
June 2008	Board approved renewal of contract with Boise City Police Department
June 2012	Board approved renewal of contract with Boise City Police Department through September 2016

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1.a and V.I.3.a  
Section 67-2332, Idaho Code  
Section 67-5715 through 57-5718, Idaho Code

**BACKGROUND/DISCUSSION**

For the past ten years, Boise State University (BSU) has contracted with the Boise City Police Department (BPD) to provide law enforcement services on campus. In June 2012 the Board approved a one year agreement with three additional annual renewal options. The current year's renewal expires September 30, 2014

In June 2013, BPD informed the University that under the current contract, the actual cost for law enforcement services exceeded the contracted rate by \$400,000 per year. The Boise City Council directed BPD to achieve full cost recovery on all contracted services, including the contract with the University. This resulted in a change in service level that is not favorable to the University's security operations.

The University entered into good-faith negotiations with the BPD in an effort to both resolve the financial issue and contract for new and increased services from BPD. As a result, the University agreed to pay an additional \$175,000 during the current fiscal year and to add that amount through 2016. The University will also pay an additional \$450 per month for dispatch overtime and parking permit costs. In return BPD will provide the University with a part-time investigator and take reasonable steps to backfill overtime shifts with University security officers.

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Due to the unique nature of law enforcement services, it is important for the University to build a mutually beneficial relationship with its service provider. Therefore, provided that the contract costs remain competitive and the service exceptional, the University would like to continue its arrangement with BPD in lieu of seeking a new service provider and accept the annual cost increases as noted.

**IMPACT**

Pursuant to the negotiations, annual cost increases to the current contract total \$425,000 (\$175,000 per year) with the revised total annual contract costs as follows:

<u>Year</u>	<u>Annual Cost</u>
2013/2014	\$1,111,303
2014/2015	\$1,139,392
2015/2016	\$1,168,324

**ATTACHMENTS**

Attachment 1 – Proposed Revised Contract	Page 3
Attachment 2 – Redline of Revised Contract to Current	Page 13

**STAFF COMMENTS AND RECOMMENDATIONS**

In June of 2012 the Board approved a contract with a one year term beginning October 1, 2012 through September 30, 2013. The contract included an option to renew for three additional one-year periods for a maximum period of four years. BSU exercised the first option to renew, but BPD determined that costs exceeded the contract amount and the parties have mutually agreed to revise contract prices and services mid-year. BSU and BPD negotiated for several months which is why the contract is just now coming to the Board for approval. If approved, the increase will be retroactive to October 1, 2013.

Staff recommends approval.

**BOARD ACTION**

I move to authorize Boise State University to enter into a revised law enforcement and security services annual contract with the Boise City Police Department with a retroactive effective date of October 1, 2013, in substantial conformance with the contract as presented in Attachment 1, and to authorize the vice president for finance and administration to execute the contract.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

AGREEMENT NO \_\_\_\_\_

**UNIVERSITY LAW ENFORCEMENT SERVICES AGREEMENT**

This Agreement is entered into between the City of Boise (“City”), a political subdivision of the State of Idaho, and Boise State University (“University”), a state educational institution, on the date written below.

**RECITALS**

**WHEREAS**, City and the Boise Police Department (“BPD”) wishes to provide supplemental law enforcement services at University; and

**WHEREAS**, University desires supplemental law enforcement services from BPD; and

**WHEREAS**, the parties to this Agreement wish to state more fully their rights and responsibilities regarding such supplemental law enforcement services;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Basic Services. BPD will provide supplemental law enforcement services upon the campus of University, and will perform the customary and usual duties of a law enforcement agency upon said campus, including but not limited to: the investigation and enforcement of state criminal and traffic laws, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate.

BPD will also provide officers in uniform at an extra rate of \$50 per hour for University events and \$60 for non-University events occurring at on-campus venues in fiscal year 2014 (October 1, 2013, through September 30, 2014). This extra rate will be charged for uniformed police security at special events as specifically requested by University. The rate will increase as follows: for fiscal year 2015: \$55 and \$63 per hour respectively; for fiscal year 2016: \$60 and \$66 per hour respectively.

2. Performance of Duties. BPD reserves the right to determine the deployment method for officers performing duties under this Agreement, and the manner in which the services contemplated by this Agreement shall be provided. It is understood however, that University desires both the interior and exterior areas of the University campus will be patrolled by foot, bicycle, and/or car.

3. Controlling Procedures. The procedures of BPD personnel will be governed by the Boise Police Policy Manual (“Manual”). Where University procedure conflicts with the procedures set forth in the Manual, the provisions of the Manual shall prevail.

BPD encourages an open dialogue with University and the exchange of certain information in areas regarding scheduling needs, public safety concerns, and matters of mutual interest; provided however, that no special relationship or duty is created or contemplated by this reference. In emergency situations or when there is an ongoing threat to the campus community or a member of the campus community, University and BPD will maintain an appropriate flow of information to facilitate a resolution.

University designates the Executive Director of Campus Security and Police Services as its chief liaison for the purposes of such communication. The Executive Director of Campus Security and Police Services will be consulted regarding Boise Police Operating Procedures (SOPs) that mutually affect BPD and University.

4. Access to Information. All written requests from the University Executive Director of Campus Security and Police Services for information on BPD investigations arising from incidents occurring on University property and/or involving University students or employees will be subject to review under the Idaho Open Records Act, Title 9, Chapter 3, Idaho Code. In some instances, BPD will release otherwise protected information to University that would not be released to the general public in order to ensure University will be in compliance with both Clery Act and Title IX federal requirements. Any release of a BPD record for compliance with federal laws will remain solely BPD’s record for any other purpose, including the Idaho Public Records Act. The BPD officers assigned to University are designated as “school officials” with a “legitimate educational interest.” By allowing BPD officers to have appropriate access to a student’s education records, BPD and University can work cooperatively to detect warning signs

and determine whether a particular student poses a risk to him/herself and/or the campus community. To allow this communication to occur, both BPD and University must comply with the confidentiality requirements of the Family Educational Rights and Privacy Act (a.k.a. FERPA).

5. Clery Act Requirements. Pursuant to the Clery Act, each BPD officer is considered a “Campus Security Authority,” meaning each has a responsibility for campus security and has a duty to follow Clery Act requirements, including but not limited to: maintaining the daily log, providing appropriate information for timely warnings or emergency notifications, completing the appropriate Clery Act paperwork when crimes are reported to them, and complete Clery Act training provided by University. BPD is the primary law enforcement agency to which University would refer crimes to be investigated and reported. As such, BPD will be required to provide annual Clery Act statistics for the Annual Security Report. BPD will have the primary responsibility to ensure the accuracy of the crime log, as well as ensuring it is available per Clery Act requirements. Clery Act training and education for those that work on University campus will be determined by the University Clery Compliance Officer, in conjunction with the BPD Lieutenant.

6. Title IX Requirements. BPD will ensure that personnel who are regularly assigned to work on University campus are aware of their responsibilities under Title IX of the Education Amendments of 1972, the Violence Against Women Reauthorization Act of 2013, and the Campus SaVE Act of 2013, and ensure compliance under these federal acts. To assist in ensuring compliance with Title IX, BPD shall provide University police records of incidents that fall under the purview of Title IX involving students both on and off campus, when requested by University. The reports shall be delivered under a confidential seal, as these reports are to be used for Title IX requirements only and are not to be released to the general public or other departments within University, without approval from BPD in order to ensure that criminal cases may be appropriately investigated and prosecuted.

7. P.O.S.T. Training and Personnel. BPD will use P.O.S.T. certified officers in meeting its obligation under this Agreement. Six (6) officers will be assigned to University in addition to one (1) lieutenant and four and two-tenths (4.2) Police Records Specialists. BPD agrees to consult with University in the scheduling of personnel. Appropriate University Security

Department management will be consulted in the selection process of any BPD officer or dispatcher being considered for assignment at University. Apart from consultation, BPD retains its discretion to make officer assignments to University.

When a regularly-assigned University officer's absence creates a staffing need, BPD reserves the right to assign officers from different units to the University campus in lieu of paying overtime. However, BPD may give preferred assignment of overtime positions to regularly-assigned University officers to ensure consistency of the operational philosophy of BPD and University. All non-University officers with a temporary work assignment at University will be required to complete briefing training related to University BPD Unit operating procedures. Those persons providing law enforcement services under the terms of this Agreement will wear the BPD uniform at all times when performing their duties hereunder, unless otherwise directed by BPD.

8. BPD Commanding Officer (Lieutenant). Taking into consideration the operational needs of BPD, the Lieutenant assigned to the University Unit will be considered for a rotational position every four years. Absent budgetary constraints, a newly assigned Lieutenant will be trained and transitioned into the University assignment by the exiting Lieutenant for a period no less than four weeks. The Lieutenant assigned to manage the University Unit will participate as a member of University's Campus Assessment, Resource and Education (a.k.a. CARE) Team. As a member of the CARE Team, and within BPD budgetary constraints, the Lieutenant will attend appropriate training sessions and conferences to maintain a competency in the threat assessment process.

9. Law Enforcement Services Hours. BPD will provide the law enforcement services as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

10. Police Records Specialist Hours and Training. BPD will provide Police Records Specialist personnel at the BPD Campus Substation as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. For purposes of this Agreement, Police Records Specialists are not considered "sworn law enforcement personnel."



Individual shift scheduling of Police Records Specialists shall be at the discretion of BPD; provided, however, that the BPD Substation office hours shall be on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

Training for Police Records Specialists will be determined by the BPD Lieutenant, in consultation with the University Executive Director of Campus Security and Police Services. The Executive Director of Campus Security and Police Services will assign a liaison to the BPD Lieutenant and Police Records Specialists to ensure the needs of the University campus are met.

11. University Policies. University may from time to time adopt policies affecting the conduct of persons present on campus. To the extent that violation of University policies constitutes a violation of applicable law, including a breach of the peace, or a threat to public health or safety, BPD will take the appropriate law enforcement actions as BPD determines in its sole discretion to be proper under the circumstances. To the extent that violation of those policies does not constitute a violation of applicable law, BPD is not required to take any law enforcement action and may leave the enforcement of policies to University.

12. Price. University, in consideration of the services provided under the terms of this Agreement, will pay the total sum of \$1,111,303.00 to City, to be paid in monthly installments commencing November 1, 2013 (FY 14).

If the parties agree to extend this Agreement pursuant to Section 16, the prices shall be as follows: for the second year (FY 15): \$1,139,392.00; and for the third year (FY 16): \$1,168,324.00, paid in 12 monthly installments.

For the duration of this Agreement, University will also pay an additional \$450 per month for dispatch overtime and parking permit costs.

13. Equipment. University shall provide office space, furniture, and equipment, including but not limited to: telephones, computers/monitors/printer for the BPD dispatch center, and a radio communication system deemed sufficient by BPD for the purposes of this Agreement.

As part of the Agreement price, BPD agrees to provide computers and printer equipment for BPD law enforcement purposes. BPD also agrees to provide two (2) suitable patrol cars equipped with appropriate law enforcement equipment, such as lights, sirens, approved weapons,

and radio, and one (1) unmarked patrol vehicle, as well as any law enforcement equipment approved to be carried by the officers.

The cost of those three (3) vehicles is incorporated into this Agreement. There will be no additional charges through the year 2016 for those vehicles. All equipment purchased through the BPD budget will be serviced by and is considered the property of BPD.

University will provide four (4) reserved parking stalls for BPD vehicles and substation employees. Curb parking for marked police vehicles will be located in front of the substation. Properly identified police vehicles may park anywhere on campus within legal zones and restrictions. Additional parking for BPD personnel will be managed consistent with University Parking and Transportation Department policy and practice.

14. Employment. BPD personnel acting pursuant to this Agreement are not the employees of University, but remain the employees of City.

15. Hold Harmless. City and BPD shall defend, indemnify, and hold University, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligent or tortious acts or omissions of City, its officers, agents or employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of University herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

University shall defend, indemnify, and hold City, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligent or tortious acts or omissions of University, its officers, agents or employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, University itself could be liable under state and federal statutes, regulations, common law, and other law. University's indemnification and defense of City and BPD herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which University would be entitled if the claims were asserted against University.

City will, at its sole cost and expense, procure and maintain throughout the term of this Agreement the following:

- a. Commercial general liability insurance with limits not less than \$500,000.00 as is required by the Idaho Tort Claims Act with combined property damage and bodily injury liability, including blanket contractual and personal injury liability;
- b. Automobile liability, including property damage and bodily injury with combined limits of not less than \$500,000.00; and
- c. Worker's compensation insurance in amounts as required by statute, regardless of the number of employees, or lack thereof, to be engaged in the completion of this Agreement.

16. Term. The term of this agreement shall be one year commencing on October 1, 2013, and ending on September 30, 2014. The agreement may be renewed by the written agreement of the parties for no more than two additional one year terms.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, oral or written, between the parties, on the subject matter hereof.

18. Cancellation. Either party may cancel this Agreement for nonperformance or poor performance on ninety (90) days written notice. Any cancellation of this Agreement based on an allegation of poor performance must be in good faith and amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement rather than the date of notice of termination.

19. Notice. Notices required or contemplated under this Agreement shall be in writing and mailed or hand-delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other.

BOISE STATE UNIVERSITY

Stacy Pearson

BOISE POLICE DEPARTMENT

Chief Michael Masterson

Vice President of Finance and Administration  
Boise State University  
1910 University Drive  
Boise, Idaho 83725  
Phone: (208) 426.1200

Chief of Police  
Boise City Police Department  
333 N. Mark Stall Place  
Boise, Idaho 83704  
Phone: (208) 570.6001

20. No Waiver of Future Breach. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.

21. Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

22. Attorney Fees. In the event of any litigation arising under or as a result of this Agreement or arising from all of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.

23. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Idaho.

24. Amendment. No amendment, alteration, or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

25. Counterparts. The parties will execute five (5) counterparts of this Agreement and each such counterpart shall be deemed an “original” for all purposes.

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.**

**BOISE CITY CHIEF OF POLICE**

**BOISE STATE UNIVERSITY**

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**Michael Masterson**

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**Stacy Pearson**

**BOISE CITY MAYOR**

**ATTEST:**

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**David H. Bieter**

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**Boise City Clerk**

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AGREEMENT NO \_\_\_\_\_

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**RECITALS**

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**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Basic Services. BPD will provide supplemental law enforcement services upon the campus of University, and will perform the customary and usual duties of a law enforcement agency upon said campus, including but not limited to: the investigation and ~~where possible, prevention of crimes against persons and property, identification and arrest of violators~~ enforcement of state criminal and traffic laws, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate.

BPD will also provide officers in uniform at an extra rate of ~~\$3750~~ \$40 per hour for University events and \$60 for non-University events occurring at on-campus venues in ~~contract~~ fiscal year ~~2012/ 2014 (October 1, 2013-, through September 30, 2014).~~ This extra rate will be charged for uniformed police security at special events as ~~desired~~ specifically requested by University. The rate will increase as follows ~~2013/2014 - \$40; for fiscal year 2015: \$55 and~~

\$63 per hour; 2014/2015 - \$43 respectively; for fiscal year 2016: \$60 and \$66 per hour; and respectively, 2015/2016 - \$46 per hour.

2. Performance of Duties. BPD reserves the right to determine the deployment method for officers performing duties under this Agreement, and the manner in which the services contemplated by this Agreement shall be provided. It is understood however, that University desires both the interior and exterior areas of the University campus will be patrolled by foot, bicycle, and/or car.

3. Controlling Procedures. The procedures of BPD personnel will be governed by the Boise Police Policy Manual ("Manual"). Where University procedure conflicts with the procedures set forth in the Manual, the provisions of the Manual shall prevail.

BPD encourages an open dialogue with University and the exchange of certain information in areas regarding scheduling needs, public safety concerns, and matters of mutual interest; provided however, that no special relationship or duty is created or contemplated by this reference. In emergency situations or when there is an ongoing threat to the campus community or a member of the campus community, University and BPD will maintain an appropriate flow of information to facilitate a resolution.

University designates the Executive Director of Campus Security and Police Services as its chief liaison for the purposes of such communication. The Executive Director of Campus Security and Police Services will be consulted regarding Boise Police Operating Procedures (SOPs) that mutually affect BPD and University.

4. Access to Information. All written requests from the University Executive Director of Campus Security and Police Services for information on BPD investigations arising from incidents occurring on University property and/or involving University students or employees will be subject to disclosure under the Idaho Open Records Act as set out by Idaho Code §9-335, et seq. review under the Idaho Open Records Act, Title 9, Chapter 3, Idaho Code. In some instances, BPD will release otherwise protected information to University that would not be released to the general public in order to ensure University will be in compliance with both Clery Act and Title IX federal requirements. Any release of a BPD record for compliance with federal laws will remain solely BPD's record for any other purpose, including the Idaho Public Records



Act. The BPD officers assigned to University are designated as “school officials” with a “legitimate educational interest.” By allowing BPD officers to have appropriate access to a student’s education records, BPD and University can work cooperatively to detect warning signs and determine whether a particular student poses a risk to him/herself and/or the campus community. To allow this communication to occur, both BPD and University must comply with the confidentiality requirements of the Family Educational Rights and Privacy Act (a.k.a. FERPA).

5. Clery Act Requirements. Pursuant to the Clery Act, each BPD officer is considered a “Campus Security Authority,” meaning each has a responsibility for campus security and has a duty to follow Clery Act requirements, including but not limited to: maintaining the daily log, providing appropriate information for timely warnings or emergency notifications, completing the appropriate Clery Act paperwork when crimes are reported to them, and complete Clery Act training provided by University. BPD is the primary law enforcement agency ~~where~~ to which University would refer crimes to be investigated and reported. As such, BPD will be required to provide annual Clery Act statistics for the Annual Security Report. BPD will have the primary responsibility to ensure the accuracy of the crime log, as well as ensuring it is available per Clery Act requirements. Clery Act training and education for those that work on University campus will be determined by the University Clery Compliance Officer, in conjunction with the BPD Lieutenant.

6. Title IX Requirements. BPD will ensure that personnel who are regularly assigned to work on University campus are aware of their responsibilities under Title IX of the Education Amendments of 1972, the Violence Against Women Reauthorization Act of 2013, and the Campus SaVE Act of 2013, and ensure compliance under these federal acts. To assist in ensuring compliance with Title IX, BPD shall ~~provide appropriate and timely information for the Daily Crime Log.~~ University police records of incidents that fall under the purview of Title IX involving students both on and off campus, when requested by University. The reports shall be delivered under a confidential seal, as these reports are to be used for Title IX requirements only and are not to be released to the general public or other departments within University, without approval from BPD in order to ensure that criminal cases may be appropriately investigated and prosecuted.

7. P.O.S.T. Training and Personnel. BPD will use P.O.S.T. certified officers in meeting its obligation under this Agreement. Six (6) officers will be assigned to University in addition to one (1) lieutenant and four and two-tenths (4.2) Police Records Specialists. BPD agrees to consult with University in the scheduling of personnel ~~shall be by agreement of the parties hereto, and is subject to change due to circumstances.~~ Appropriate University Security Department management will be includedconsulted in the selection process of any BPD officer or dispatcher being considered for assignment at University. Apart from consultation, BPD retains its discretion to make officer assignments to University.

When a regularly-assigned University officer's absence creates a staffing need, BPD reserves the right to assign officers from different units to the University campus in lieu of paying overtime. However, BPD may give preferred assignment of overtime positions to regularly-assigned University officers to ensure consistency of the operational philosophy of BPD and University. All non-University officers with a temporary work assignment at University will be required to complete briefing training related to University BPD Unit operating procedures. Those persons providing law enforcement services under the terms of this Agreement will wear the BPD uniform at all times when performing their duties hereunder, unless otherwise directed by BPD.

8. BPD Commanding Officer (Lieutenant). Taking into consideration the operational needs of BPD ~~(business needs may dictate a shorter or longer term),~~ the Lieutenant assigned to the University Unit will be considered for a rotational position every four years. ~~This~~Absent budgetary constraints, a newly assigned Lieutenant will be trained and transitioned into the University assignment by the exiting Lieutenant for a period no less than four weeks. The Lieutenant assigned to manage the University Unit will participate as a member of University's Campus Assessment, Resource and Education (a.k.a. CARE) Team. As a member of the CARE Team, and within BPD budgetary constraints, the Lieutenant will attend appropriate training sessions and conferences to maintain a competency in the threat assessment process.

~~8. Uniforms and Assignments. Those persons providing law enforcement services under the terms of this Agreement will wear the BPD uniform at all times when performing their duties hereunder, unless otherwise directed by BPD. BPD will maintain complete discretion to make officer assignments for University.~~

9. Law Enforcement Services Hours. BPD will provide the law enforcement services as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

10. Police Records Specialist Hours and Training. BPD will provide Police Records Specialist personnel at the BPD Campus Substation as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. For purposes of this Agreement, Police Records Specialists are not considered “sworn law enforcement personnel.

Individual shift scheduling of Police Records Specialists shall be at the discretion of BPD; provided, however, that the BPD Substation office hours shall be on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

Training for Police Records Specialists will be determined by the BPD Lieutenant, in consultation with the University Executive Director of Campus Security and Police Services. The Executive Director of Campus Security and Police Services will assign a liaison to the BPD Lieutenant and Police Records Specialists to ensure the needs of the University campus are met.

11. University Policies. University may from time to time adopt policies affecting the conduct of persons present on campus. To the extent that violation of University policies constitutes a violation of applicable law, including a breach of the peace, or a threat to public health or safety, BPD will take the appropriate law enforcement actions as BPD determines in its sole discretion to be proper under the circumstances. To the extent that violation of those policies does not constitute a violation of applicable law, BPD is not required to take any law enforcement action and may leave the enforcement of policies to University.

12. Price. University, in consideration of the services provided under the terms of this Agreement, will pay the total sum of ~~Nine Hundred Nine Thousand and Thirty Two dollars (\$909,032)~~\$1,111,303.00 to City, to be paid in ~~eleven (11) equal~~ monthly installments ~~consisting of Seventy Five Thousand Seven Hundred and Fifty Two Dollars (\$75,752) and a twelfth installment consisting of Seventy Five Thousand Seven Hundred and Sixty Dollars (\$75,760)~~ commencing November 1, ~~2012-2013 (FY 14).~~

If the parties agree to extend this Agreement pursuant to Section ~~6~~16, the prices shall be as follows: ~~Year 2 \$936,303; Year 3 \$964~~for the second year (FY 15): \$1,139,392.00; and ~~Year 4 \$993~~for the third year (FY 16): \$1,168,324.00, paid in 12 monthly installments.

For the duration of this Agreement, University will also pay an additional \$450 per month for dispatch overtime and parking permit costs.

13. Equipment. University shall provide office space, furniture, and equipment, including but not limited to: telephones, computers/monitors/printer for the BPD dispatch center, and a radio communication system deemed sufficient by BPD for the purposes of this Agreement.

As part of the Agreement price, BPD agrees to provide computers and printer equipment for BPD law enforcement purposes. BPD also agrees to provide two (2) suitable patrol cars equipped with appropriate law enforcement equipment, such as lights, sirens, approved weapons, and radio, and one (1) unmarked patrol vehicle, as well as any law enforcement equipment approved to be carried by the officers. ~~shotgun, and radio, and one unmarked patrol vehicle, as well as any law enforcement equipment carried by the officers.~~

The cost of those three (3) vehicles is incorporated into this Agreement. There will be no additional charges through the year 2016 for those vehicles. All equipment purchased through the BPD budget will be serviced by and is considered the property of BPD.

University will provide four (4) reserved parking stalls for BPD vehicles and substation employees. Curb parking for marked police vehicles will be located in front of the substation. Properly identified police vehicles may park anywhere on campus within legal zones and restrictions. Additional parking for BPD personnel will be managed consistent with University Parking and Transportation Department policy and practice.

14. Employment. BPD personnel acting pursuant to this Agreement are not the employees of University, but remain the employees of City.

15. Hold Harmless. ~~University agrees to hold harmless, City and BPD shall defend and, indemnify Boise City, and BPD, or any of their~~ University, its officers, agents ~~or, and employees from and against all claims, losses, actions or judgments~~ harmless for ~~damages or injuries to person~~ persons or property ~~arising out of or in connection with any resulting from~~

~~the negligent or tortious acts or omissions of University, its officers, agents, or employees related to this agreement~~ City, its officers, agents or employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of University herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

~~Boise City and BPD agree to hold harmless, University shall defend and, indemnify University, and hold City, its officers, agents, and employees from and against all claims, losses, actions, or judgments harmless for damages, or injuries to persons or property arising out of or in connection with any resulting from the negligent or tortuoustortious acts or omissions of Boise City or BPD, theirUniversity, its officers, agents, or employees related to in performing the duties described in~~ this agreement.

~~Provided, however, that nothing contain herein shall extend the liability of either party beyond~~ Such indemnification and defense shall be limited to only those claims, and only to the extent ~~that provided by governing law,~~ University itself could be liable under state and federal statutes, regulations, common law, and other law. University's indemnification and defense of City and BPD herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which University would be entitled if the claims were asserted against University.

City will, at its sole cost and expense, procure and maintain throughout the term of this Agreement the following:

- a. Commercial general liability insurance with limits not less than \$500,000.00 as is required by the Idaho Tort Claims Act with combined property damage and bodily injury liability, including blanket contractual and personal injury liability;
- b. Automobile liability, including property damage and bodily injury with combined limits of not less than \$500,000.00; and

- c. Worker's compensation insurance in amounts as required by statute, regardless of the number of employees, or lack thereof, to be engaged in the completion of this Agreement.

16. Term. The term of this agreement shall be one year commencing on October 1, ~~2012~~2013, and ending on September 30, ~~2013, but 2014.~~ The agreement may be renewed ~~on an annual basis up to September 30, 2016, by mutual agreement in writing between the parties on or before the anniversary of the effective date of this agreement or by the continued performance of the mutual covenants of this agreement and a~~ the written agreement ~~thereafter of the parties for no more than two additional one year terms.~~

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes all ~~other prior~~ agreements, oral or written, ~~are merged herein between the parties, on the subject matter hereof.~~

18. ~~Cancellation and Non-Appropriation Clause.~~ Either party may cancel this Agreement for nonperformance or poor performance on ninety (90) days written notice. Any cancellation of this Agreement based on an allegation of poor performance must be in good faith and amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement rather than the date of notice of termination. ~~Notwithstanding any other provision of this Contract, the parties shall not be obligated to continue performance hereunder if either the State of Idaho or the City of Boise fail to appropriate funds for this contract. The party whose funds were not appropriated for this agreement shall notify the other party in writing of any such non-allocation of funds at the earliest possible date.~~

19. Notice. Notices required or contemplated under this Agreement shall be in writing and mailed or hand-delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other.

BOISE STATE UNIVERSITY

Stacy Pearson

Vice President of Finance and Administration

BOISE POLICE DEPARTMENT

Chief Michael Masterson

Chief of Police

Boise State University  
1910 University Drive  
Boise, Idaho 83725  
Phone: (208) 426.1200

Boise City Police Department  
333 N. Mark Stall Place  
Boise, Idaho 83704  
Phone: (208) 570.6001

20. No Waiver of Future Breach. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.

21. Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

22. Attorney Fees. In the event of any litigation arising under or as a result of this Agreement or arising from all of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.

23. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Idaho.

24. Amendment. No amendment, alteration, or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

25. Counterparts. The parties will execute five (5) counterparts of this Agreement and each such counterpart shall be deemed an "original" for all purposes.

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.**

**BOISE CITY CHIEF OF POLICE**

**BOISE STATE UNIVERSITY**

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**Michael Masterson**

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**Stacy Pearson**

**BOISE CITY MAYOR**

**ATTEST:**

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**David H. Bieter**

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**Boise City Clerk**



**CONSENT AGENDA  
JUNE 18, 2014**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Lease of 698.17 acres of State of Idaho land for sheep grazing at the US Sheep Experiment Station.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Since 1923 the University of Idaho (UI) has cooperated with the US Department of Agriculture at the US Sheep Experiment Station in Clark County. The sheep and range are used for research conducted by the University and the USDA Agricultural Research Service (ARS). In 2004 and 2009 the University renewed grazing leases on State of Idaho lands for five year terms. The most recent grazing lease term expires this year and UI's College of Agricultural and Life Sciences would like to renew for a twenty year term now available from the Idaho Department of Lands for this use.

**IMPACT**

The grazing fees are set by the Department of Lands and are set annually, but for the past several years have been about \$1000/yr. In the past ARS has paid the annual grazing fees, but they are under no contractual obligation to do so.

**ATTACHMENTS**

Attachment 1–Proposed Lease

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve grazing lease with the Idaho Department of Lands in substantial conformance to the forms submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute such documents.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA  
JUNE 18, 2014**

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**GRAZING LEASE**  
**No. G800234**  
**BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO**

**SUMMARY OF LEASE PROVISIONS:**

**Lessor:** STATE OF IDAHO  
 By and through the State Board of Land Commissioners  
 300 North 6<sup>th</sup> Street, Suite 103  
 PO Box 83720  
 Boise ID 83720-0050

**Lessee:** Board of Regents of the University of Idaho  
 19 Office Loop  
 Dubois ID 83423

**Lease Term:** Commencement: January 1, 2015  
 Expiration: December 31, 2034

**Rent:** The annual rent payment is due on MAY 1<sup>st</sup> of each year

**GRAZING:****Number of AUMs by Class for Billing**

Sheep	<u>152</u>
Acres	<u>698.17</u>

Rent terms are more particularly described in *Section 2. Rental Rate and Modification of Rent* of the Lease Provisions.

**Leased Premises Legal Description:**

See Attachment B

The Lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including the Lease Provisions, Signature Page and all Attachments, including any Special Terms and Conditions), does hereby lease and demise unto the Lessee the lands (Leased Premises) described in Attachment B for the uses specified herein.

**Primary Use of Leased Premises:**

Grazing

**Bond:**

N/A

**Liability Insurance:**

N/A

**Lease Index:**

SUMMARY OF LEASE PROVISIONS  
 LEASE PROVISIONS  
 SIGNATURE PAGE  
 ATTACHMENT A – SPECIAL TERMS AND CONDITIONS  
 ATTACHMENT B – LEASED PREMISES LEGAL DESCRIPTION  
 ATTACHMENT C – SITE MAP(S)  
 ATTACHMENT D – REPORTS

## LEASE PROVISIONS

### 1. Use of Premise.

- A. **Grazing Use.** The Lessee is authorized to use the number of acres identified on this lease for grazing domestic livestock at the identified rate. The location and management of grazing livestock shall be designated in this written Lease. Said use shall be in accordance with this Lease, the Lessee's approved Summary of Lease Provisions, Lease Provisions, and all Attachments, including any Special Terms and Conditions attached hereto. No use of the leased land for grazing purposes shall occur prior to the final approval of the written Lease by Lessor.

The grazing period, AUM's and the number of stock shall be determined by Lessor and may be adjusted from time to time after giving Lessee thirty (30) calendar days notice of any such modifications. Lessee shall furnish such information as may be required to assist Lessor in determining the grazing period and number of stock to be grazed.

### 2. Rental Rate and Modification of Rent.

- A. **Annual Rent Payment.** Lessee agrees to pay to Lessor, in lawful money of the United States, each year's rent for every acre and/or AUM covered by this Lease, in an amount to be calculated pursuant to Lessor's most current formulas for each applicable use at the time the rental is calculated or recalculated. The rent shall be payable on or before the annual rental payment due date of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind, unless otherwise authorized by the Lessor through a completed Lease Adjustment form provided by the Lessor. Lessor reserves the right to increase or decrease the annual rent. Lessee will be notified one hundred eighty (180) calendar days in advance of the due date of any increase in rental.
- B. **Late Payment Charge.** In the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency the amount of Twenty-five Dollars (\$25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid delinquency. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.
- C. **Lien.** The amount of the rent, late charge, and interest shall constitute a lien in favor of the State of Idaho against all of Lessee's improvements and other property on the Leased Premises, including, but not limited to, crops and livestock.

### 3. Lease Provisions and Special Terms and Conditions.

- A. **Lease Provisions and Special Terms and Conditions.** Prior to issuance of this Lease, Lessee and Lessor must agree to written Lease Provisions and any Special Terms and Conditions. The content of the Lease Provisions and any Special Terms and Conditions shall address all activities that may take place under this Lease and include, but not be limited to, farming, the construction of improvements, the vegetation, noxious weed control and other factors identified by Lessor as necessary for inclusion in the Lease Provisions and any Special Terms and Conditions based on the specific characteristics of the Leased Premises and/or of Lessee's use of the Leased Premises.
- B. **Modification of Lease Provisions and Special Terms and Conditions.** Lessor may review and modify any Lease Provisions or any Special Terms and Conditions upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to Lessee instituting any changes, Lessee must submit, in writing, the proposed changes to Lessor for approval. No changes shall occur prior to Lessor's written approval of the amended Lease Provisions and any Special Terms and Conditions. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.

- C. Compliance Required. Lessee shall abide by all Lease Provisions and any Special Terms and Conditions. If Lessee fails to abide by all Lease Provisions and any Special Terms and Conditions, Lessee will be deemed in breach of this Lease and the Lease will be subject to cancellation in accordance with *Section 17. Lessee's Default*, of these Lease Provisions.
- D. Reimbursement for Non-Standard Administrative Costs. The Lessee shall reimburse the Lessor for administrative costs incurred to address issues of compliance. Lessor's request for payment to Lessee will include a detailed description of the work completed and actual expense incurred.
- E. See Attachment A of this Lease for any Special Terms and Conditions in effect as of the date of execution of this Lease.

#### 4. **Subleasing or Assignment.**

- A. Written Approval Required. Lessee shall not sublease or authorize another person to use any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the Leased Premises or any part of the Leased Premises or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to, but not limited to, to the existing Lease Provisions and any Special Terms and Conditions. The sublease cannot go beyond the Lease expiration date.
- B. Additional Rental Due. In the event the Leased Premises is subleased in accordance with all terms and conditions of *Section 4. Subleasing or Assignment* of these Lease Provisions, for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.
- C. Improvements. Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.
- D. Copies to be Filed. Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the Leased Premises by another person shall be timely filed with Lessor.

#### 5. **Leasehold Mortgage.**

Lessee shall not mortgage, pledge or otherwise dispose of Lessee's interest in the Lease, or any portion thereof, without prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and appropriate fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the Lease term. Lessor may accept or reject a leasehold mortgage at its discretion.

#### 6. **Environmental, Safety and Sanitary Requirements.**

- A. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Leased Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction

of any hazardous waste, substances or materials onto the Leased Premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the Leased Premises including, but not limited to, crops.

- B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the Leased Premises free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.
- C. Sanitary Requirements. Concerning activities authorized under this Lease, Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter so the Leased Premises is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

**7. No Warranty of Suitability - Quiet Enjoyment - Public Use.**

- A. No Warranty. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by Lessee. Lessee acknowledges that it has accepted the Leased Premises in an AS IS CONDITION, accepting any and all known or unknown faults therein.
- B. Quiet Enjoyment. Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the Leased Premises, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the Leased Premises, or to grant rights to others for use of the Leased Premises, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.
- C. Public Use. Lessee must allow the general public the right to use the Leased Premises for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands, including the Leased Premises. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

**8. Water Right and Water Use.**

- A. Water Use on the Leased Premises. Lessee shall be entitled to use the water on the Leased Premises, if any, during the term of this Lease, but only for the use allowed in this Lease and only in conformance with Idaho water law.
- B. Future Water Rights and Water Use Generally. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must

receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:

- i. To drill and use a water well,
  - ii. To develop and use any source of water,
  - iii. To cause any water to be conveyed off the Leased Premises,
  - iv. To bring water onto the Leased Premises.
- C. Water Systems. If water is supplied to the Leased Premise by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.
- D. Improvements in Aid of Water Use. Improvements (pre-existing or future) made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the permit requirements of this Lease.
- E. No Right of Access to Water Rights Upon Expiration or Termination of Lease. Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

**9. Noxious Weeds.**

- A. The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the Lessee, unless otherwise provided for in the Special Terms and Conditions included in Attachment A.
- B. The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on any state endowment land, including the Leased Premises.
- C. All straw and forage used for livestock feed, with the exception of that grown on the Leased Premises or on Lessee's immediately adjacent land, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

**10. Construction of Improvements.**

- A. Permit Required. Lessee shall not construct or reconstruct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the Leased Premises without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the Leased Premises including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or this Lease. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in cancellation of the Lease or cause the Lessor to initiate proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this Lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.

- B. Condition of Improvements. At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.
- C. Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-servicable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall provide a letter to Lessee informing Lessee of the violation of the Lease. If work is not begun within thirty (30) calendar days and completed in a timeframe specified by the Lessor, Lessor may contract repairs and bill Lessee for actual costs incurred.
- D. Removing Improvements. Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.
- E. Cost of Improvements. Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.
- F. Permitted Improvements At Lease Expiration/Termination. Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the Leased Premises to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through a valuation conducted by Lessor or by Lessee's documented cost of construction if the improvement was authorized after July 1, 2009. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the Lease must be removed within six (6) months of the expiration of the Lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.
- G. Improvements Not Approved. At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the Leased Premises without a prior permit from Lessor. The full cost of such removal, including the restoration of the Leased Premises, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the Leased Premises without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.
- H. Lessor's Removal of Improvement. Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the Leased Premises. Nothing in this section of the Lease shall relieve Lessee from the obligation to remove any improvement as required by Lessor under other terms within this Lease or the permit authorizing the improvement.

**11. No Liens.**

Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the Leased Premises, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Leased Premises at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the land.



**12. Sale, Exchange or Change in Use of Leased Premises.**

- A. Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at the time the proposed sale is scheduled for submission to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. When creditable improvements are present, and Lessee delivers possession of the land, Lessor shall value them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided by *Section 10. Construction of Improvements, F. Permitted Improvements At Lease Expiration/Termination* of these Lease Provisions. and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.
- B. Consent To Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of any such land, or portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice from the Director of the Department of Lands. Upon the consummation of the proposed land exchange, that portion of lands included within the exchange shall be deleted from this Lease, and Lessee's lease payment obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the lands included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the lease payment for such year shall be prorated.
- C. Change in Use. The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. In the event of early cancellation due to change in land use, Lessee will be entitled to a prorata refund of the premium bid for a conflicted lease.

**13. Relationship of the Parties.**

Lessee is not an officer, employee or agent of Lessor. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

**14. Reservations by Lessor.**

Lessor expressly reserves and excepts the following rights:

- A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any purpose, including, but not limited to, the purpose of inspecting the Leased Premises.
- B. All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, water, and fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor.
- C. To grant easements and rights-of-way over and across the Leased Premises. Lessor shall coordinate with Lessee before processing any easement applications on the Leased Premises. The grantee of such easement shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the easement. Said value shall be determined by Lessor's valuation.

- D. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor, including, but not limited to, the exploration and development of oil, gas, geothermal and mineral resources as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor, the other lessee shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the other lease. Said value shall be determined by Lessor's valuation. If the other lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.
- E. To require that changes be made in the use under this Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.
- F. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon and to hold water rights for any beneficial use that may be developed as a result of this Lease, and as further provided in *Section 8. Water Right and Water Use* of these Lease Provisions.
- G. Rights of ingress, egress, and access, over and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.
- H. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the objective of Lessor. Upon a change in use this Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of *Section 10. Construction of Improvements* of these Lease Provisions, relating to compensation for permitted improvements shall apply.
- I. To sell timber on the Leased Premises or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.
- J. To restrict or prohibit grazing on all or any portion thereof of the Leased Premises in response to emergency conditions such as, but not limited to, fires, flooding and drought.
- K. To sell all or any portion of the Leased Premises at any time during the term of this Lease, and as further provided in *Section 12. Sale, Exchange or Change-in-Use of Leased Premises* of these Lease Provisions.
- L. To harvest seed from plants on land not under a farming lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on farming operations.
- M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.
- N. To claim all permanent improvements placed upon the Leased Premises remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

**15. Indemnification.**

- A. Liability Coverage. The Lessor and Lessee understand that each is covered with respect to third party tort liability by the State of Idaho, Department of Administration, Risk Management Program ("Risk Management"), utilizing the retained Risk Account. This is a plan of liability coverage provided by and subject to provisions of the Idaho Tort Claims Act, and the Department of Administration, Risk Management statutes. So long as the Lessee hereunder remains insured through Risk Management, Lessee shall be exempt from the insurance requirements set forth in this Lease; provided, however, losses under this Lease attributable to Lessee shall apply to Lessee's loss history. Lessor and Lessee agree to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

- B. Third Party Liability. The Lessor and Lessee agree that any third party tort liability claim, suit or loss resulting from or arising out of the parties' performance of any activities under this Lease shall be allocated to one or both parties by Risk Management for purposes of loss experience and subsequent allocation of agency premium assessments. Lessor or Lessee of this Lease shall notify Risk Management and the other party in the event it receives notice or knowledge of any claim(s) arising out of the performance of, or activities under, this Lease. Lessee shall notify Lessor immediately in the event that Risk Management no longer provides coverage. The Lease shall terminate immediately in such circumstances.
- C. Agency Property Damage. Lessor and Lessee shall be responsible to the other for damage to property of the other caused by such party in the performance of this Lease or any related task order. If the damaged property (including vehicles) is covered by property or auto coverage through Risk Management, then Risk Management shall charge the damage or loss to the responsible party, and the responsible party shall be responsible for the deductible, if any. In the event of damage to either party's property in the performance of this Lease for which it is unclear which party was at fault or caused such damage, then each party shall be responsible for their own property. Lessor or Lessee shall notify Risk Management and the other party in the event it receives notice or knowledge of any claim(s) arising out of the performance of, or activities under, this Lease.

**16. Payment of Taxes, Assessments or Fees – Lien.**

Unless otherwise provided, Lessee shall pay all water charges, fees, assessments or taxes of whatsoever nature that may be legally levied or assessed against the Leased Premises herein described, or any portion thereof or on any improvements thereto. If the same is not paid, it shall constitute a lien in favor of the State of Idaho against all improvements, or crops growing on the Leased Premises.

**17. Lessee's Default.**

- A. Lessee's Failure to Comply. Lessee's failure to comply with the Lease Provisions and any Special Terms and Conditions shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.
- B. Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

**18. Surrender of Land.**

Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the demised land free and clear of all rubbish and debris, and with all improvements in good order and condition.

**19. Cancellation By Mutual Agreement.**

Leases may be cancelled by mutual agreement between the Lessor and the Lessee. The Lessor will not unreasonably withhold approval of a request for cancellation by a Lessee.

**20. Notices.**

- A. Notices. Any notice or any demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.
- B. Addresses. Until changed by notice in writing, notice, demands, and communications under this Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners  
300 North 6th Street, Suite 103  
PO Box 83720  
Boise, Idaho 83720 0050

and to Lessee at the address set forth at the beginning of this Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

**21. Waiver.**

The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

**22. Attorneys' Fees and Costs.**

In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

**23. Lessee's Compliance with Applicable Laws and Rules.**

- A. Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.
- B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

**24. Miscellaneous.**

- A. No Trespass. Lessee shall not allow Lessee's livestock to graze or run at large over any lands of Lessor in a manner not approved within the Lease Terms and Special Provisions, nor shall Lessee authorize any other person to graze or run livestock over Lessor's lands without the express written consent of Lessor.

- B. Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor.
- C. Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the Leased Premises.
- D. Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.
- E. Modification. This Lease may be modified only by a fully executed Lease Adjustment on a form provided by Lessor.
- F. Binding on Heirs and Successors. This Lease, including the Lease Provisions and any Special Terms and Conditions, shall inure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.
- G. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- H. Entire Agreement. This Lease, including the Summary of Lease Provisions, the Lease Provisions, the Signature Page and all Attachments attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.
- I. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.
- J. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- K. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

## ATTACHMENT 1

This Lease, including the Summary of Lease Provisions, Lease Provisions, Signature Page, and all Attachments, is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners and **Board of Regents of the University of Idaho.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

### LESSEE SIGNATURES

X \_\_\_\_\_  
(Lessee/Company)

X \_\_\_\_\_  
(Lessee/Company)

X \_\_\_\_\_  
(Lessee/Company)

X \_\_\_\_\_  
(Lessee/Company)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ :s

(SEAL)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

### LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

\_\_\_\_\_  
Secretary of the State of Idaho

\_\_\_\_\_  
President of the State Board of Land Commissioners  
and Governor of the State of Idaho

\_\_\_\_\_  
Director Department of Lands

STATE OF IDAHO )  
COUNTY OF ADA )

(SEAL)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Ben Ysursa, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

## Attachment A

# SPECIAL TERMS AND CONDITIONS

### Grazing Lease G800234

#### Lease Provisions for Board of Regents of the University of Idaho

**Class of Stock / Season of Use:**

The Lessee is authorized to remove 152 AUMs of forage annually from the Leased Premises by grazing 800 - 1,000 ewe/lamb pairs. In the West Allotment, the lessee will graze 800 to 1000 ewes with lambs for 7 to 10 days in June annually and return with 1000 to 1200 ewes for 14 to 21 days in September or October. Use in the East Allotment will involve a like number of animals for 7 to 10 days in July and return for 10 to 12 days in the fall. On and off dates are subject to change based on range readiness and forage availability or as agreed to by Lessee and Lessor. Authorized use will not exceed 152 AUMs annually, unless otherwise approved by the Lessor.

**Livestock Management/Rotation Strategy:**

The Lessee utilizes the state lands included in this lease in conjunction with approximately 27,000 acres of adjacent USDA, Agricultural Research Service, United States Sheep Experiment Station (USSES) lands in the west portion of the ranch plus an additional +/-1,260 acres of USSES administered lands in the east portion of the ranch. State lands included in this lease total approximately 698 acres. The West Allotment consists of 75 pastures and the East Allotment consists of 5 pastures. These lands are utilized for research purposes in conjunction with the USSES.

The Lessee will utilize herd effect management, where possible, to reduce sagebrush canopy. The Lessee has established photo point monitoring sites in both the West and East Allotments, and copies of the photos will be forwarded to IDL upon request.

**Salt and Minerals:**

The Lessee will place all salt and mineral supplements a minimum of ¼ mile from any water location or riparian area. Salt and mineral supplements will be placed throughout the allotment to increase livestock dispersal and expedite pasture rotation.

**Adjacent Lands:**

The state lands covered under this lease will be managed in conjunction with adjacent lands. The Lessee must notify the Lessor if control of adjacent lands is lost. Additional fencing may be required if the Lessee loses control of the adjacent lands that is managed with the endowment land in this lease. Failure to notify the Lessor of the loss of ownership or loss of permit will be considered a breach of the lease.

**Certified Hay Requirement:**

Any hay supplied to herders' camps while using the Leased Premises will be certified weed-free.

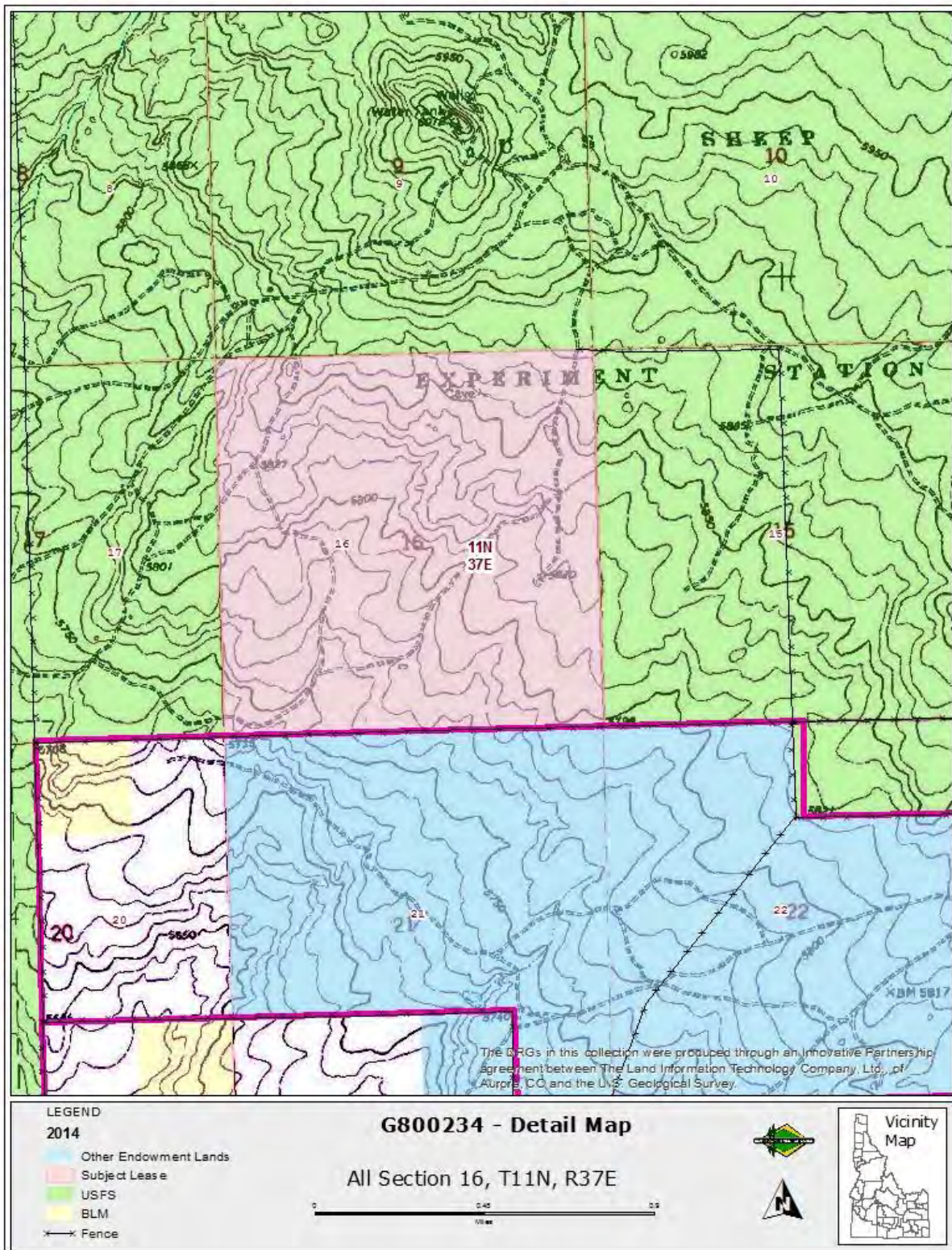
Attachment B  
**LEASED PREMISES LEGAL DESCRIPTION**

Township	Range	Sec	LegalDesc	County	Endowment	Grazing Acres	AUMs
11N	37E	16	All	Clark	PS	640	142
13N	40E	30	Gov Lots 4, Pts Gov Lots 7, Pts SESW (N of Fence)	Clark	PS	58.17	10
Totals						698.17	152



# Attachment C SITE MAP(S)

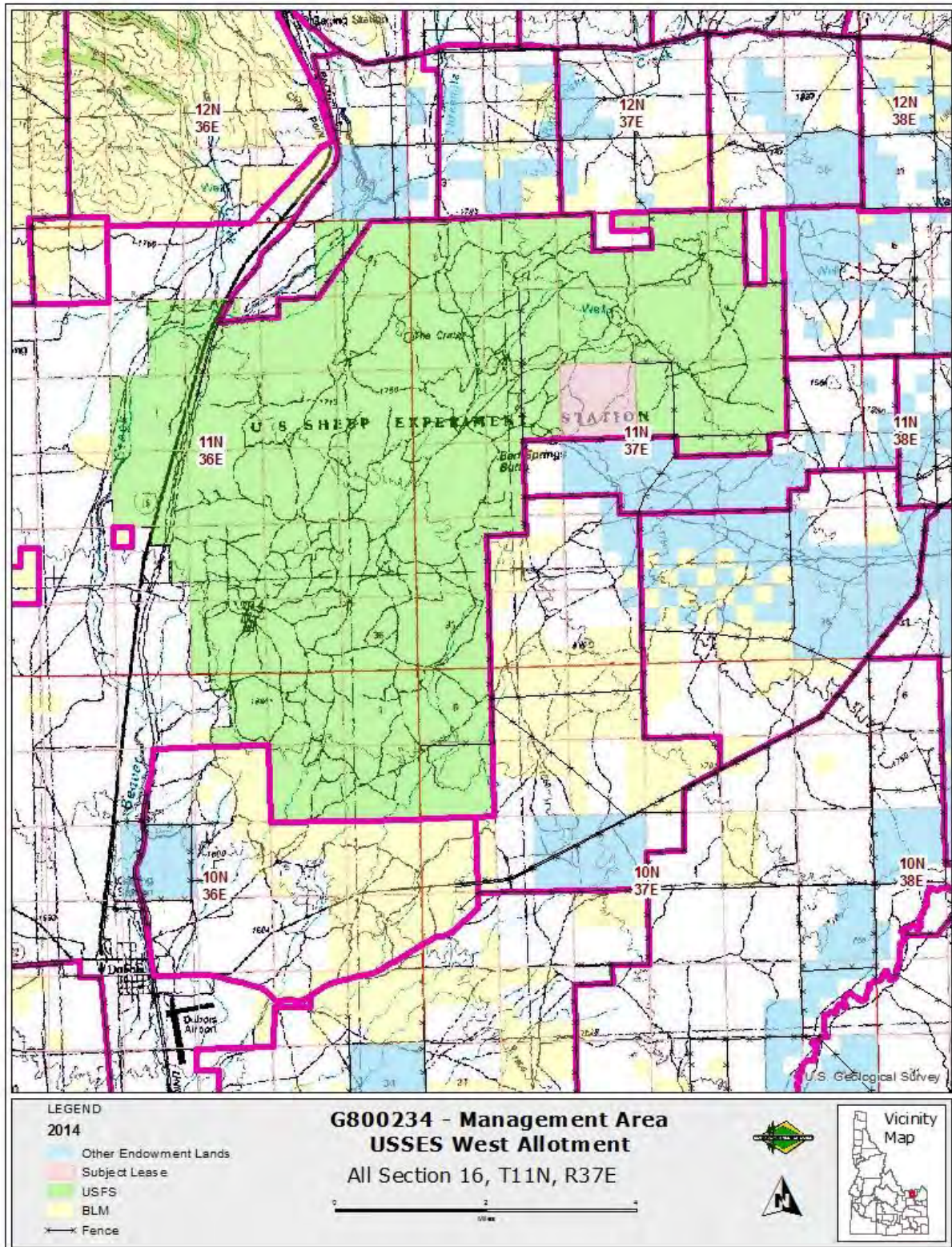
MAP #1





# Attachment C SITE MAP(S)

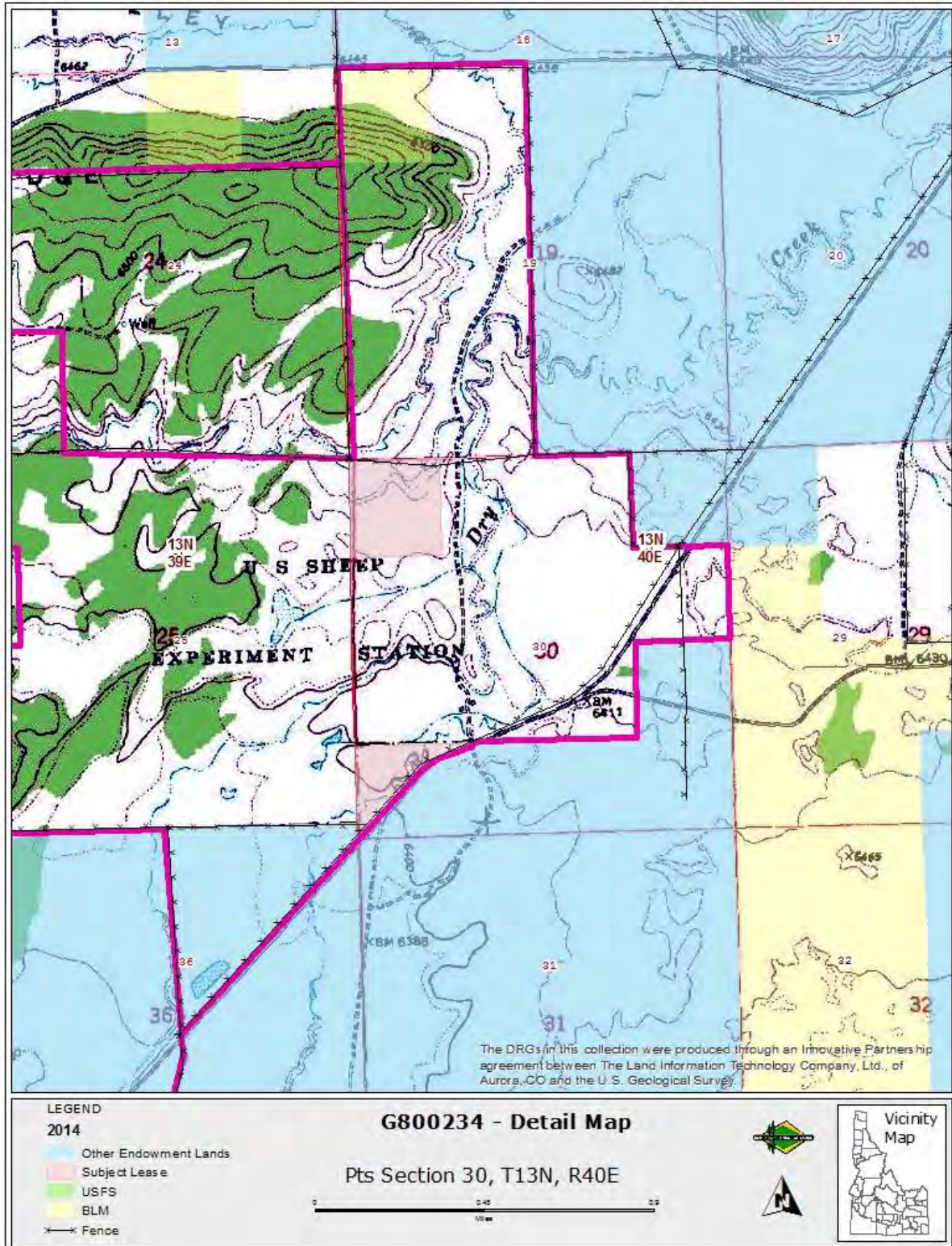
MAP #2





# Attachment C SITE MAP(S)

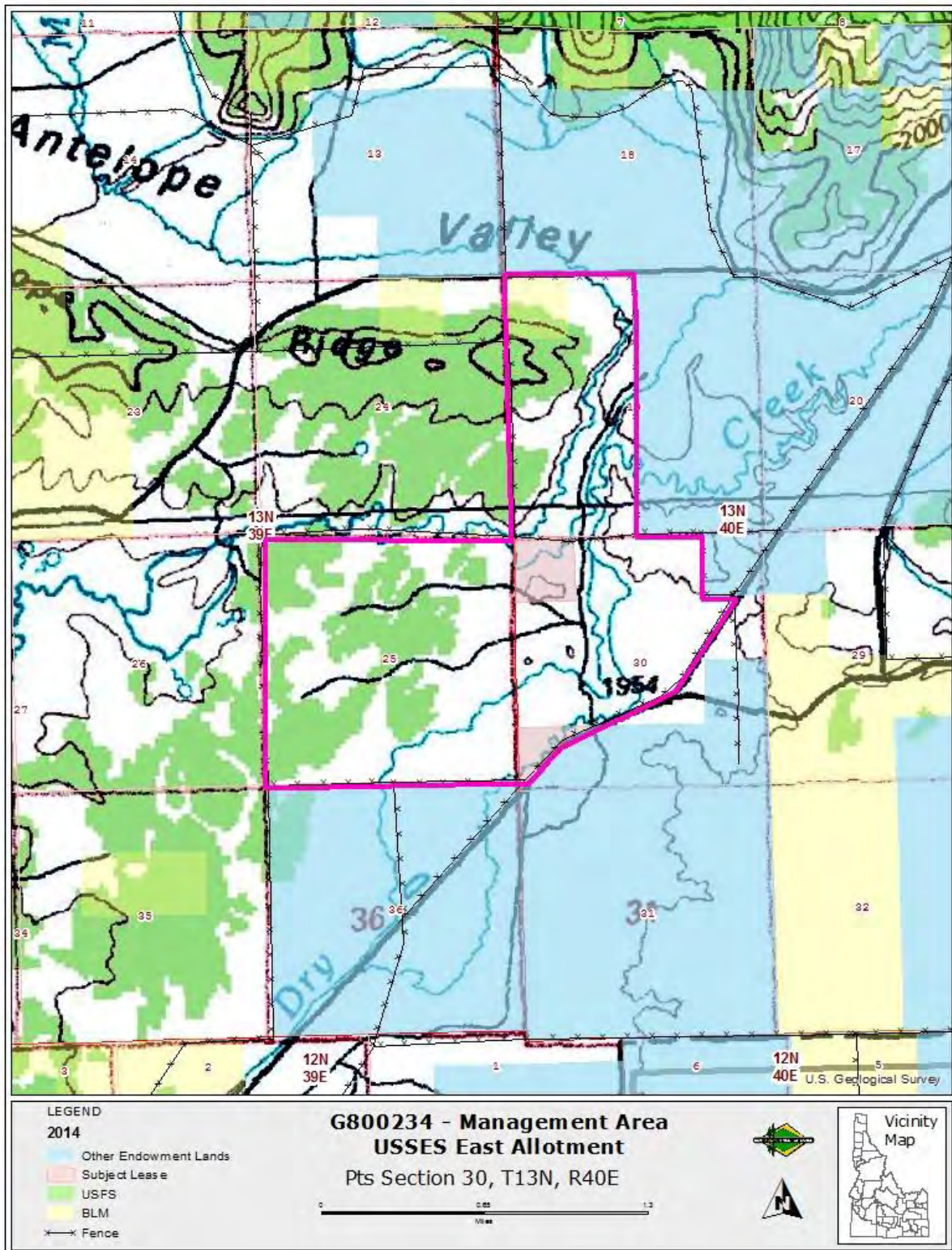
MAP #3





# Attachment C SITE MAP(S)

MAP #4



Attachment D

**ANNUAL CROP PRODUCTION  
REPORT**

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**CONSENT AGENDA**  
**JUNE 18, 2014**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Ellucian /Banner Maintenance Agreement Extension

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The University of Idaho is seeking approval from the Board to extend the existing software license and maintenance agreement with Ellucian for the University's Banner System.

The University has been using the Banner system from Ellucian as the core of its administrative software suite for 20 years. Banner is the software used by all students, faculty and staff to accomplish the majority of the University's administrative processes, including but not limited to human resources, payroll, financials, accounting, advancement, and student/faculty services (admissions, financial aid, registration, advising, grades, etc.). It is also the data repository for federal, state and Board reporting and feeds data to over 200 special-use computer software programs in use at UI and in government.

In August 2014 the University will reach the end of a 10 year contract which provides software maintenance and necessary software updates for financial aid, payroll tax and regulatory compliance.

**IMPACT**

The total cost of the maintenance agreement extension is \$498,893.00 for the first year. This amount escalates by 5% each ensuing year for a total five year cost of \$2,756,693. The charges are paid against central allocations in the University's IT Services budget.

**ATTACHMENTS**

Attachment 1 – Proposed Maintenance Agreement Extension

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to extend a maintenance agreement with Ellucian for the University's Banner system in substantial conformance to the Proposed Maintenance Agreement Extension submitted to the Board in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA  
JUNE 18, 2014**

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AMENDMENT TO THE  
TECHNICAL CURRENCY AGREEMENT

**ELLUCIAN SUPPORT INC.**

(formerly named SunGard Higher Education, Inc.)  
4 Country View Road, Malvern, Pennsylvania 19355  
FAX Number (610) 578-3700  
("Maintenance Provider")

And

**UNIVERSITY OF IDAHO**

("Licensee")

Maintenance Provider and Licensee are parties to Technical Currency Agreement dated June 30, 1993, as thereafter amended (the "Maintenance Agreement"). Licensee now desires to obtain from Maintenance Provider Improvements for the Licensed Software identified in this Amendment (the "Maintenance Amendment"), on the terms and conditions of the Maintenance Agreement, as modified by this Maintenance Amendment. This Maintenance Amendment is entered into by the parties on the latest date shown on the signature page of this Maintenance Amendment (the "Execution Date"). Maintenance Provider's obligations hereunder will commence on August 1, 2014 (the "Commencement Date"). Maintenance Provider and Licensee, intending to be legally bound, agree as follows:

1. **Defined Terms.** Unless specifically defined herein, all terms defined in the Maintenance Agreement will have the same meaning when used in this Maintenance Amendment.

2. **Amendment to and Modification of Maintenance Agreement.**

(a) Maintenance Provider agrees to provide Improvements with respect to the Component Systems identified in the attached Exhibit 1, on the same terms and conditions as the Maintenance Agreement for the period and for the fee specified in the attached Exhibit 1. The term of the Maintenance Agreement is deemed to be extended as provided for in the attached Exhibit 1 for purposes of this Maintenance Amendment. Any amounts indicated on the attached Exhibit 1 are in addition to all other amounts payable under the Maintenance Agreement.

(b) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.

(c) **Services Limitations.** All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and the Maintenance Agreement. Maintenance Provider's obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than Maintenance Provider is limited to providing Licensee with the Improvements that the applicable third party owner provides to Maintenance Provider for that Baseline Component System. In this regard, to the extent that an agreement authorizing Maintenance Provider to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then Maintenance Provider's obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee's obligation to pay Maintenance Provider for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide Maintenance Provider with such facilities, equipment and support as are reasonably necessary for Maintenance Provider to perform its obligations under the Maintenance Agreement, including remote access to the Equipment

(d) Term. The term of the Maintenance Agreement as it applies to each Baseline Component System is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, the Maintenance Agreement will automatically be extended for consecutive Contract years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least ninety (90) days prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Contract Year or (ii) the Maintenance Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of the Maintenance Agreement.

**3. Integration Provision.** Except as expressly modified by this Maintenance Amendment, the Maintenance Agreement will remain in full force and effect. As of the Execution Date, the Maintenance Agreement, as further amended by this Maintenance Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Maintenance Amendment are non-cancelable, and the amounts paid under this Maintenance Amendment are nonrefundable, except as provided in this Maintenance Amendment. By the execution of this Maintenance Amendment, each party represents and warrants that it is bound by the signature of its respective signatory. Further, in executing this Maintenance Amendment, Licensee has not relied on the availability of either any future version of any Baseline Component System, or any future software product.

**Maintenance Provider****Licensee**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**Licensee:** University of Idaho**MAINTENANCE A -- PAID IN ADVANCE****FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: due August 1, 2014**

<b>Component System(s)</b>	<b>Contract Year Begins/Ends</b>	<b>Expiration Date</b>	<b>Maintenance Standards</b>	<b>Initial Payment Amount</b>
Ellucian Degree Works	August 1/July 31	July 31, 2019	Advantage	\$7,199
Ellucian Degree Works Transfer Equivalency	August 1/July 31	July 31, 2019	Advantage	\$3,577
Banner Windstar Tax Navigator Interface	August 1/July 31	July 31, 2019	Advantage	\$1,842
<b>Initial Payment Amount (covers the contract year August 1, 2014 to July 31, 2015)</b>				<b>\$12,618<sup>1</sup></b>

**MAINTENANCE B -- PAID IN ARREARS****FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: due July 1, 2015**

<b>Component System(s)</b>	<b>Contract Year Begins/Ends</b>	<b>Expiration Date</b>	<b>Maintenance Standards</b>	<b>Initial Payment Amount</b>
Banner Student	August 1/July 31	July 31, 2019	Advantage	\$108,366
Banner Student Self-Service	August 1/July 31	July 31, 2019	Advantage	\$17,452
Banner Faculty Self-Service	August 1/July 31	July 31, 2019	Advantage	\$15,533
Banner Financial Aid	August 1/July 31	July 31, 2019	Advantage	\$80,507
Banner Financial Aid Self-Service	August 1/July 31	July 31, 2019	Advantage	\$0
Financial Aid FM Need Analysis	August 1/July 31	July 31, 2019	Hosted Advantage	\$3,074
Banner Finance	August 1/July 31	July 31, 2019	Advantage	\$83,596
Banner Finance Self-Service	August 1/July 31	July 31, 2019	Advantage	\$0
Banner Human Resources	August 1/July 31	July 31, 2019	Advantage	\$77,408
Banner Employee Self-Service	August 1/July 31	July 31, 2019	Advantage	\$15,533
Banner Advancement	August 1/July 31	July 31, 2019	Advantage	\$71,215
Banner Advancement Self-Service	August 1/July 31	July 31, 2019	Advantage	\$12,419
EDISmart	August 1/July 31	July 31, 2019	Advantage	\$1,172
Banner Workflow	August 1/July 31	July 31, 2019	Advantage	\$0
<b>Initial Payment Amount (covers the contract year August 1, 2014 to July 31, 2015)</b>				<b>\$486,275<sup>1</sup></b>

**NOTES TO THE MAINTENANCE TABLES:**

<sup>1</sup> For the Baseline Component Systems set forth in the Maintenance Tables A and B above, the "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by Maintenance Provider in an annual invoice and will increase by not more than 5% over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by Maintenance Provider in an annual invoice and will increase by not more than 7% over the amount payable for Improvements for the immediately preceding Contract Year.

**EXHIBIT 2**  
**Maintenance Standards – Advantage Level**

**I. Defined Terms:**

**“Notification”** means a communication to Maintenance Provider’s ActionLine by means of: (i) Maintenance Provider’s Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Maintenance Provider’s then-current policies and procedures for submitting such communications.

**“Priority One Call”** means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Two Call”** means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Three Call”** means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

**“Priority Four Call”** means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

**II. Hours During Which Maintenance Provider’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:** Five (5) days per week, Monday through Friday, excluding United States holidays and Maintenance Provider-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).

**III. Targeted Response Times:** With respect to Maintenance Provider’s Maintenance obligations, Maintenance Provider will use reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 in accordance with the following guidelines, with the time period to be measured beginning with the first Maintenance Provider ActionLine business hour occurring after Maintenance Provider’s receipt of the Notification:

**Priority One Calls** – two (2) hours or less.

**Priority Two Calls** – four (4) hours or less.

**Priority Three Calls** – twenty-four (24) hours or less.

**Priority Four Calls** – seventy-two (72) hours or less.

**Notes:** (1) For purposes of these targets, a “response” will mean as an initial contact from an Maintenance Provider representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Maintenance Provider’s obligation to respond to Licensee, Licensee must follow the policies and procedures of Maintenance Provider’s ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

**CONSENT AGENDA**  
**JUNE 18, 2014**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Disposal of Regents real property located in rural Latah County.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b(3).

**BACKGROUND/DISCUSSION**

In 1943 Neta Bailey donated a 3 acre parcel north of Moscow to the Board of Regents of the University of Idaho (UI) for the purpose of “advancing the Department of Forestry at the University of Idaho.” However, the donated parcel is distant from the University’s Experimental Forest and has remained largely unused by UI forestry-related programs. The property’s small size, proximity to private residences and a popular local nature preserve, and the condition of the forest make it poorly suited either for instruction or economic harvest.

The parcel does not have frontage on a public road and there is no recorded easement or existing driveway to the undeveloped parcel from a public road. The property has recently been appraised in its “as is” condition (without access) at \$18,000. At the same time the property was also appraised with the hypothetical condition that it has legal access from the nearest public road. Under this hypothetical condition, the property’s estimated market value is \$44,000. As shown in the attached Purchase and Sale Agreement between a neighboring property owner and the University, the buyer has agreed to pay \$33,000 for the property in its present condition without frontage on a public road or benefitting from a recorded access easement. The executed purchase agreement is contingent upon approval from the Board of Regents.

**IMPACT**

The University will pay costs of sale (approximately \$150) and the net proceeds (\$32,850) will be used to support teaching and research efforts to improve scientific and public understanding of forest regeneration, conservation, and restoration through the College of Natural Resources’ Center for Forest Nursery and Seedling Research.

**ATTACHMENTS**

Attachment 1 – Purchase Agreement  
Attachment 2 – Vicinity Map

Page 3  
Page 17

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**CONSENT AGENDA**  
**JUNE 18, 2014**

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**BOARD ACTION**

I move to approve the request by the University of Idaho to dispose of three (3) acres of undeveloped forest land for a selling price of \$33,000 and to pay transaction costs as set forth in the Purchase and Sale Agreement submitted to the Board; and further to authorize the Vice President for Finance and Administration, and Bursar of the University of Idaho to execute all necessary transaction documents for closing the sale.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into on April 28, 2014, 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 ("**Seller**"), and John H. Norton, 1522 Borah Ave, Moscow ID 83843 ("**Buyer**"). This Agreement may be assigned by Buyer to a trust or other entity created by Buyer, with the prior written consent of Seller, which consent shall not be unreasonably withheld.

### 1. Purchase and Sale.

Seller shall sell and Buyer shall purchase that certain real property located in the County of Latah, State of Idaho, and more particularly described in Exhibit A, together with all easements, rights and appurtenances thereto and improvements thereon, all in accordance with the terms and conditions hereinafter set forth ("**Subject Property**").

### 2. License for Entry.

Seller grants to Buyer a license to enter upon Subject Property for all purposes reasonably related to a full and adequate determination of its suitability, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits.

### 3. Purchase Price.

The purchase price of the Subject Property is the sum of Thirty-three Thousand Dollars (\$33,000) ("**Purchase Price**").

**4. Conditions Subsequent.**

Notwithstanding anything to the contrary in this Agreement, Buyer shall not be obligated to purchase the Subject Property and Seller shall not be obligated to sell unless at or prior to closing each of the following conditions has been met or waived in writing. The parties agree to cooperate with one another to execute any documents which may be necessary or convenient to the performance of these conditions:

(a) **Buyer's due diligence:** Buyer acknowledges that Seller obtained the Subject Property via gift and Seller has not occupied or utilized the subject property. Seller makes no representations as to the title, status or utility of the property other than as specifically set forth herein and Buyer shall have a due diligence period from the date of execution hereof until July 3, 2014 to perform such examination of the Subject Property and the title thereto to satisfy Buyer, including

(i) Title Insurance. Buyer is able to obtain, at Buyer's cost, from a title insurance company authorized to do business in the State of Idaho a commitment for a policy of title insurance, including any endorsements reasonably required by Buyer in the full amount of the Purchase Price, insuring marketable fee simple title to the Subject Property in Buyer. Between the date of this Agreement and the earlier of closing or the termination of this Agreement, Seller shall not enter into any lease or occupancy agreement affecting the Subject Property or any portion thereof unless first approved in writing by Buyer.

(ii) Boundary Survey and Environmental Hazards. Such surveys of the boundary and such environmental tests and audits of the Subject Property deemed



necessary by Buyer to determine that status of the Subject Property with respect to hazardous materials, as well as the suitability of the property, in Buyer's sole opinion, for Buyer's intended use or uses.

(b) **Seller's Board Approval.** Seller has obtained approval from Seller's governing body, the Board of Regents of the University of Idaho ("Board of Regents") to convey the Subject Property in accordance with the terms of this Agreement. The parties acknowledge that the execution and delivery of this agreement is made prior to presentation of the proposed transaction and the terms hereof to the Board of Regents for the foregoing approval. The determination of the Board of Regents whether to approve is an independent decision of the Board of Regents, and nothing herein shall be deemed bind the Board of Regents in favor of approval, or to limit the independent discretion of the Board of Regents in making its decision.

(c) At any time during the due diligence period, Buyer may elect to terminate this agreement upon fifteen (15) days' prior written notice to Seller and this Agreement shall terminate. In the event the Board of Regents denies approval of this agreement, or approval is not obtained prior to the end of the due diligence period, this Agreement shall terminate. In the event of any such termination of this Agreement, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

## 5. **Closing Agent.**

Latah County Title Company shall serve as the Closing Agent. Seller shall deliver to the Closing Agent on or before July 11, 2014, i) a duly executed and acknowledged Bargain and Sale Deed ("**Deed**"), similar to that attached as **Exhibit B**, conveying all of Seller's right, title

and interest in Subject Property to Buyer, together with instructions to deliver and record Deed after Buyer deposits Purchase Price with the Closing Agent. On or before July 3, 2014, Buyer shall notify Seller and Closing Agent, in writing that Buyer is satisfied with the conditions of transaction closing as set forth in Section 4 of this Agreement. Upon acknowledgment that all of the conditions of transaction closing as set forth in Section 4 have been met by Buyer and Seller, Buyer shall deposit the Purchase Price with the Closing Agent with instructions to disburse the Purchase Price to Seller upon recordation of the Deed by Closing Agent.

**6. Closing.**

Once all conditions of transaction closing (as described in Section 4 of this Agreement) have been completed, the Deed is delivered, and the Purchase Price is deposited, the Closing Agent shall complete the transaction as prescribed by this Agreement (“Closing”). Upon Closing, possession shall pass to Buyer.

**7. Costs.**

Seller shall pay closing fees and arrange Deed recording. Buyer is not ordering title insurance and title insurance shall not be provided at Seller’s cost. Taxes and utilities (if any) shall be prorated as of the time of transfer of possession from Seller to Buyer.

**8. Commissions.**

Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction.

**9. Seller's Representations and Warranties.**

(a) Seller represents and warrants that Seller has authority to enter into this Agreement (subject to the condition listed in Section 4 (b) herein) and to grant the license granted in Section 2.

(b) Seller represents and warrants all of the following:

(i) There are no pending actions against Seller (or to Seller's knowledge, against any other person or entity) which relate to the condition or use of the Subject Property and Seller has no knowledge of any facts or circumstances which could give rise to such action. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Subject Property, or the performance by Seller of any of its obligations set forth in this Agreement.

(c) Seller represents and warrants that, to Seller's knowledge, the Subject Property is not subject to any existing, pending or future impact fees, bonds or assessments and Seller does not know of any present or proposed public improvements which could give rise to the same.

(d) Seller represents and warrants that, to Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings contemplated by, or pending or threatened against, Seller which could prevent or delay the consummation of this transaction.

(e) Seller represents and warrants that execution, delivery and performance of this Agreement has been duly authorized and approved by all actions necessary by Seller, on the

part of Seller, and that this Agreement (subject to the condition described by Section 4(b) herein) constitutes valid and binding agreement of Seller in accordance with their terms.

The representations and warranties set forth in this Section 9 shall constitute continuing representations and warranties and shall be deemed to be true and correct as of the date of closing of Buyer's purchase of the Subject Property.

**10. No Representation of public access.** Seller does NOT represent and makes NO warranty that the Subject Property is benefitted by any recorded easement or that the Subject Property has frontage on any public right of way.

**11. Condemnation.**

Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the time of closing to acquire all or any portion of, or any interest in, the Subject Property, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the Subject Property by giving written notice to Seller at any time prior to the time of closing, or (ii) to complete the purchase of the Subject Property with Seller immediately appointing Buyer its attorney-in-fact to negotiate with said condemning entity as to its interest in the Subject Property and assigning to Buyer all amounts to be awarded for the Subject Property. Seller agrees to provide Buyer, within ten (10) days after Seller's receipt of same but in no event later than the time of closing, written notice of any actual or threatened condemnation proceeding.

**12. Successors.**

This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

**13. Attorneys' Fees.**

In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

**14. Default.**

(a) Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such party, prior to expiration of said thirty (30) day period, has rectified the particulars specified in said notice of default.

(b) In the event of a default, the nondefaulting party may:

(i) Terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the nondefaulting party;

(ii) Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the nondefaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;

(iii) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and

(iv) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting party.

#### 15. Notices.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

Seller: University of Idaho  
 Ronald E. Smith, Vice President Finance & Admin  
 875 Perimeter Dr MS 3168  
 Moscow ID 83844-3168

Buyer: John Norton  
 1522 Borah Ave  
 Moscow ID 83843

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term “**receipt**” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**16. Captions and Headings.**

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

**17. Entire Agreement.**

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

**18. Venue and Governing Law.**

Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such

courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

**19. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

**20. Survival.**

All of the representations and warranties set forth in this Agreement shall constitute continuing representations and warranties, shall be deemed to be true and correct as of the date of Closing, and shall (along with all indemnification, defense and hold harmless obligations related thereto) survive Closing.

**21. No Third Party Beneficiary Rights.**

This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

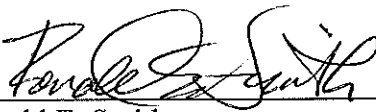
EXECUTED as of the date first above written.

**SELLER:**

Board of Regents of the University of Idaho

**BUYER:**

John H. Norton

  
 \_\_\_\_\_  
 Ronald E. Smith  
 Vice President for Finance and  
 Administration

  
 \_\_\_\_\_  
 John H. Norton



**List of Exhibits and Schedule**

Exhibit "A" – Legal Description

Exhibit "B" – Bargain and Sale Deed

**EXHIBIT A**

A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, thence North 24 rods, thence East 20 rods, thence South 24 rods, thence West 20 rods to the place of beginning.

And more particularly described in the Record of Survey recorded at Latah County Recorder's No. 534060 (therein referred to as University of Idaho WD Inst. No. 152472) as:

A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, being the Point of Beginning; thence N 01° 57' 09" a distance of 396.00 feet; thence N 88 ° 53' 09" E a distance of 330.00 feet; thence S 01 °57' 09" W a distance of 396.00 feet to the South line of the NE1/4NW1/4 of said Section 22, thence west along said South line 330.00 feet to the Point of Beginning.

## EXHIBIT B

## BARGAIN AND SALE DEED

GRANTOR, the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate organized and existing under the laws and constitution of the state of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto \*\*\*\*\*, whose current address is \*\*\*\*\*, as GRANTEE, and to grantee's heirs and assigns forever, all of the real property, improvements, and appurtenances on the premises described specifically as follows:

A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, thence North 24 rods, thence East 20 rods, thence South 24 rods, thence West 20 rods to the place of beginning.

And more particularly described in the Record of Survey recorded at Latah County Recorder's No. 534060 (therein referred to as University of Idaho WD Inst. No. 152472) as:

A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, being the Point of Beginning; thence N 01° 57' 09" a distance of 396.00 feet; thence N 88 ° 53' 09" E a distance of 330.00 feet; thence S 01 °57' 09" W a distance of 396.00 feet to the South line of the NE1/4NW1/4 of said Section 22, thence west along said South line 330.00 feet to the Point of Beginning.

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, as they exist, including any and all timber, water rights, mineral rights, easements, rights-of-way and any and all improvements constructed thereon.

SUBJECT to all rights of reversion, reservations, easements, rights-of-way and defects in title arising prior to Grantor's ownership of the premises, Grantor warrants to Grantee, its successors and assigns, that Grantor has not created or permitted to be created any encumbrance, lien, charge, reservation or impediment of any kind against the premises and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claim of all persons.

GRANTEE, by accepting delivery of this Bargain and Sale Deed, acknowledges and agrees that Grantee has had an opportunity to investigate title to and inspect and test the premises to the extent that Grantee deemed appropriate and that Grantee is satisfied with the title and the premises. Grantee accepts the premises AS IS, WITH ALL FAULTS, KNOWN OR UNKNOWN, without any representations or warranties by Grantor, or any agent or representative of Grantor except as expressly set forth in this Bargain and Sale Deed.

IN WITNESS WHEREOF, GRANTOR has hereunto caused this instrument to be executed this \_\_\_\_\_ day of July 2014.

GRANTOR: Board of Regents of the University of Idaho

By: \_\_\_\_\_  
 Ronald E Smith, Vice President,  
 Finance and Administration

Date: \_\_\_\_\_

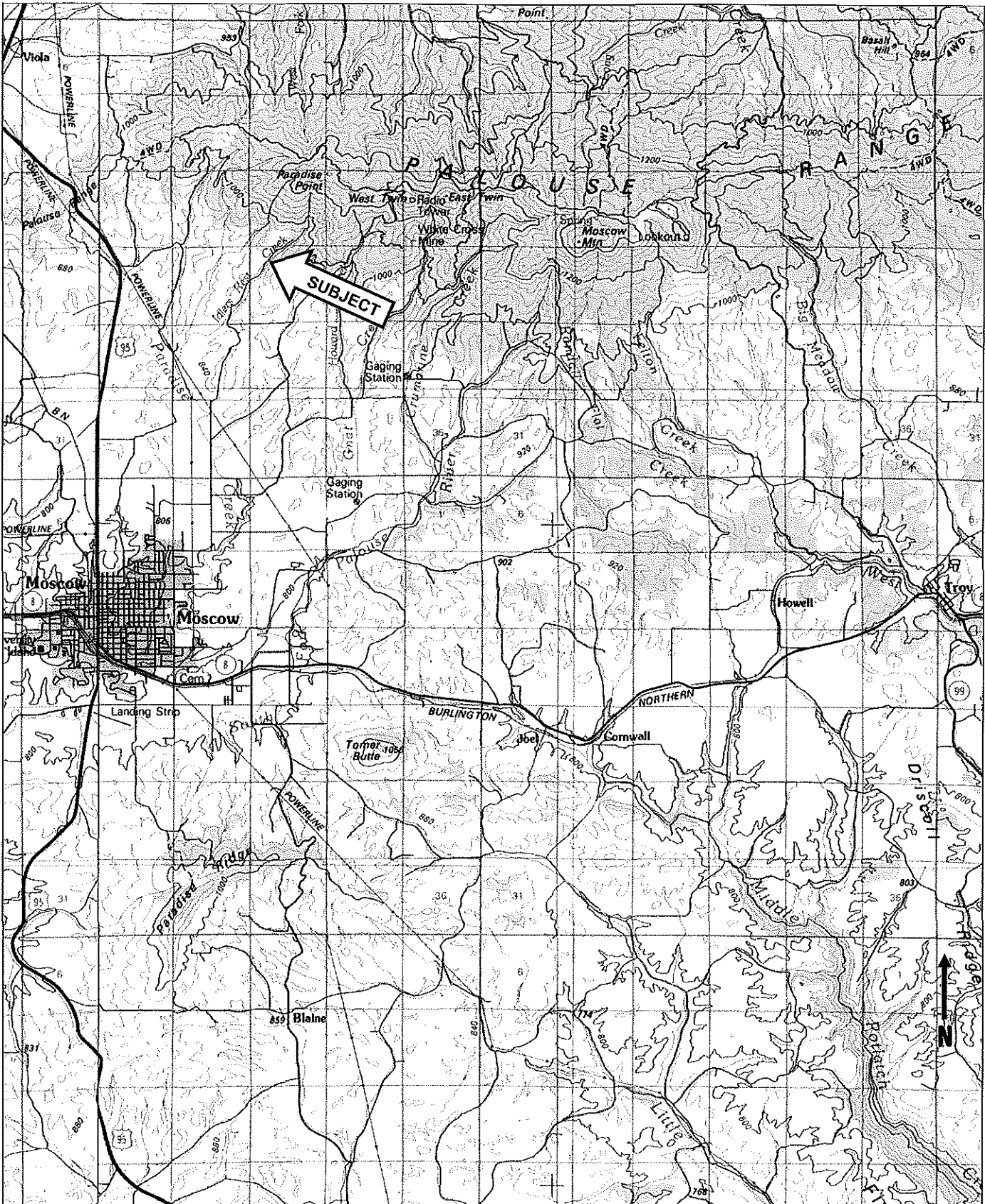
STATE of IDAHO                    )  
   ) ss.  
 County of Latah                 )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Ronald E Smith, known or identified to me to be the Vice President for Finance and Administration, University of Idaho, who executed the within instrument, and acknowledged to me that the instrument was executed on behalf of the Board of Regents of the University of Idaho.

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

\_\_\_\_\_  
 NOTARY PUBLIC for Idaho  
 Residing at \_\_\_\_\_, Idaho  
 My commission expires: \_\_\_\_\_

## VICINITY MAP



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**CONSENT AGENDA**  
**JUNE 18, 2014**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Building management services contract for the Idaho Water Center, Boise.

**REFERENCE**

March 2004	Idaho Water Center (IWC) Leasing, Operations, and Maintenance Contract (Information Only) – The University of Idaho presented a pending Request for Qualifications for building management services at the IWC.
January 2005	The Regents approved a contract to provide building management services at the Idaho Water Center.
June 2009	The Regents approved a contract to provide building management services at the Idaho Water Center.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The most recent building management contract with Colliers International (Colliers) allowed for one base year of operations, plus up to four additional one-year options. Colliers performed well, and the University exercised the option each year. The final option year of the current contract expires on June 30, 2014.

The University of Idaho (UI) publicly advertised a Request for Qualifications (RFQ) in January 2014, seeking interest in the next five-year contract (again envisioned as a base year contract plus four option years). Four firms submitted materials in response to the RFQ. A selection committee found three of the four firms well qualified and interviewed each in March.

Oppenheimer Development Corporation was rated the top firm with notable strengths including admirable past performance in managing similar facilities in the Boise market, and exhibiting a keen focus upon customer satisfaction, communication, and service delivery. The University has since negotiated contract terms, as well as established the building operating budget for the base year of the anticipated contract.

The contract provides for all building operations, maintenance, and routine repairs, to include janitorial, custodial, and security services. Building reception, service call management, and commercial utility billing and reporting are also included. The contract is structured to cover all operating costs, plus a flat rate

**CONSENT AGENDA**  
**JUNE 18, 2014**

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management fee. Total contract costs are approximately \$5.07 per square foot per year, to include all utilities. The University believes that continued outsourcing of the building management function best serves the University's need for economical and efficient building operations.

**IMPACT**

The contract covers the operating budget for the building, valued at \$1,049,021 for FY15. The costs are billed proportionately among the condominium owners, the U.S. Forest Service (approx. 10% share) and the University of Idaho, on behalf of the state of Idaho (approx. 90% share). The University recovers a majority of these operating expenses from the tenants leasing space from the University (CH2M Hill and the Idaho Department of Water Resources). Contract amounts for subsequent years will be based on the budget to be submitted annually by Oppenheimer and subject to approval by the University.

The University will cover its proportionate share of the costs associated with this contract out of existing operating funds.

**ATTACHMENTS**

Attachment 1 – Proposed Contract

Page 5

Attachment 2 – FY15 Operating Budget

Page 21

**STAFF COMMENTS AND RECOMMENDATIONS**

Under the contract with Colliers approved by the Board in 2009, the contract valued started at \$903,462 for FY 2010, with an escalator clause for an annual inflationary increase. The table below shows actual budget, cost per square foot and percent change in contract costs since FY 2010

	<b>Budget</b>	<b>\$/SF</b>	<b>% Chg</b>
FY 2010	\$902,043	\$4.37	
FY 2011	\$931,890	\$4.52	3.4%
FY 2012	\$999,301	\$4.84	7.1%
FY 2013	\$992,619	\$4.81	-0.6%
FY 2014	\$1,002,997	\$4.88	1.5%
FY 2015*	\$1,049,021	\$5.08	4.1%

\* Proposed rate subject to Board approval

The proposed contract pricing with Oppenheimer reflects utility increases, but also includes a rebalancing of the HVAC system, and a software upgrade for the Siemens controls system which adds about \$16k (~\$0.07/sf or 1.6% of the increase) of extra work not normally undertaken.

Staff recommends approval.



**CONSENT AGENDA**  
**JUNE 18, 2014**

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**BOARD ACTION**

I move to approve the agreement between the University of Idaho and Oppenheimer Development Corporation, in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA**  
**JUNE 18, 2014**

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## **MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2014, by and between the University of Idaho, a public corporation, state educational institution, organized and existing under the Constitution and laws of the state of Idaho (herein after called "Institution"), whose address is 875 Perimeter Dr., MS 3168, Moscow, Idaho 83844-3168 and Oppenheimer Development Corporation, (hereinafter called "Manager") whose address is 877 W. Main St., Suite 700 Boise, ID 83702.

### **RECITALS**

The Property is known as the Idaho Water Center (hereinafter called "Property"), together with all improvements erected thereon and all personal property of the Institution located thereon. The Property is located at 322 East Front Street, Boise, ID 83702.

Manager is licensed to manage real estate in the State of Idaho and is in the business of managing and operating real estate.

The Institution desires to appoint Manager to manage the day-to-day operations of the Property consistent with Institution's objectives of maximizing the Property's economic value.

This Agreement is entered into to set forth the terms on which Manager will manage the Property.

NOW THEREFORE, incorporating the Recitals as set forth above, and in consideration of the mutual covenants herein contained, Institution and Manager mutually hereby agree as follows:

### **DEFINITIONS**

The terms used in this Agreement shall have the following meanings:

"Authorized Expenses" shall be those expenses included within the Institution-Approved Budget, and such additional expenses as may thereafter be approved by Institution in writing.

"Institution-Approved Budget" shall be the budget approved pursuant to Section 3.8 and included here as Exhibit A.

"Operating Account" shall have the meaning ascribed to it in Section 3.9.

"Fiscal Year" shall coincide with the State Fiscal Year: 1 July through 30 June.

## ARTICLE I

### TERM

Institution hereby appoints and Manager hereby accepts appointment as exclusive Manager for the Property for the period of 1 July 2014 through June 30, 2015. This Agreement also includes four additional one-year option periods, corresponding to state fiscal years 2016, 2017, 2018, and 2019. Contingent upon sustained satisfactory performance by the Manager, the Institution, at its sole discretion, may choose to exercise an option on the Agreement. The Institution shall provide written notification to the Manager of the intent to exercise an option on the Agreement not less than sixty (60) days prior to the end of the current performance period.

This Agreement is cancelable without cause by either party on not less than sixty (60) days advance written notice, which notice may be given at any time during a month, provided that in any event the cancellation shall be effective at the end of the calendar month in which the sixty (60) day notice period ends.

## ARTICLE II

### COMPENSATION OF MANAGER

The compensation and payment thereof for management of the Property shall be as follows:

2.1 *Management Fee.* Institution agrees to pay Manager and Manager agrees to accept as full management fee for the services to be rendered to Institution an amount equal to \$12,500.00, monthly, subject to an annual review by the parties and negotiation for any potential increase for the next contract year. In no case will an increase exceed 3%. Such fee shall be payable monthly in arrears commencing upon the last day of the first initial month of this Agreement.

2.2 *Maintenance Compensation.* Manager shall do everything reasonably necessary for the proper management of the Property, including supervision and staffing of building reception and maintenance/engineering services, regular workday inspections of building systems and services, and arranging for such improvements, alterations, and repairs as may be required by Institution. In the event there is ever a need for additional labor above and beyond the onsite building engineers, and it is determined that the providing of additional maintenance from Manager shall be the most effective method of resolving a maintenance issue, Manager shall provide said labor at a commercially reasonable rate not to exceed \$38.00 per hour, price subject to change with thirty (30) days prior written notice. No improvements, alterations or repair work costing more than Five Thousand

Dollars (\$5,000) shall be made by Manager without Institution's prior written authorization unless it is part of a pre-approved budget. In the case of an emergency, as described in paragraph 3.5, that requires immediate repairs or alterations, if Institution is not readily available for consultation, Manager may use its discretion and judgment regarding same to make repairs.

### 2.3 *Tenant Improvement/ Capital Improvement / Oversight.*

Tenant Improvement/Capital Improvement is defined as any alteration, renovation, or new construction project which alters the intended use of a space within the building or which supports the reassignment of the space from one owner/occupant to another.

- A. All improvements valued under \$15,000 require Institutional written approval of project and oversight of Manager's activities in the selection of the contractor(s). Manager shall select contractor(s) in conformity with Institution policy and procedure, and State Board of Education and Board of Regents Policies and procedures. Manager shall provide Institution a written report prior to, and after the bid process to insure proper process was followed. Manager shall be responsible for all supervision and oversight of the contractor and shall hold the contract with the selected contractor.
- B. All improvements valued at or over \$15,000 require Institution written approval and Institution participation in the selection of contractor(s). Selection of contractor(s) shall be in conformity with Institution policies and procedures and State Board of Education and Board of Regents Policies and procedures. Institution may, at its sole option, request in writing the services of Manager, in which case Manager shall hold the contract with the selected contractor. Nothing in this Agreement prohibits Institution from soliciting bids for and managing improvements valued at or over \$15,000 independent of and without any involvement of Manager.
- C. Any Tenant Improvement/Capital Improvement approved by the Institution and undertaken or supervised by the Manager shall be treated as additional work outside of the approved budget. The Management fee for any such tenant or capital improvement shall be on a percentage basis as follows:

Improvement with a total costs of up to \$15,000 . . . . .	5.0%
Improvement with a total cost at or over \$15,000 . . . . .	5.0%

2.4 *General Overhead.* Institution shall not additionally compensate or reimburse Manager for Manager's normal central office overhead expenses other than as provided in Section 3.6 and those expressly approved in the Institution-Approved Budget.

*2.5 Other Financial Reports and Audits.* Property Manager shall furnish to Institution as promptly as practicable all routine financial reports and such other financial reports, statements, audits or other information, outside the usual and customary reporting, with respect to the operations of the Property as Institution may from time to time reasonably request.

### **ARTICLE III**

#### **RESPONSIBILITIES OF MANAGER**

3.1 Manager shall operate, manage, and maintain the Property as an independent contractor acting as agent for Institution in accordance with Idaho real estate law and sound property management practices. Manager shall exercise prudence and diligence in performing its duties. The responsibilities of the Manager shall include, but not be limited to, the following:

*3.2 Compliance with Legal Requirements.* Manager shall take such action as may be necessary to comply with any and all orders or requirements affecting the Property by any federal, state, county or municipal authority having jurisdiction thereover and of which Manager has received written notice.

Manager, however, shall not take any such action as long as the Institution is contesting, or has affirmed its intention to contest, and promptly institutes proceedings contesting, any such order or requirement except that Institution and Manager shall promptly notify each other in writing of all such orders and notices or requirements. Manager shall prepare, execute, and, after obtaining the approval of Institution, file any such reports and documents as may be required by any local, state, or federal authority.

Manager shall manage the Property under this Agreement in full compliance with any applicable state or federal legislation governing discrimination or fairness in housing or business, and shall take action considered appropriate to carry out the purposes of any such legislation.

*3.3 Operation.* Manager shall continually operate the Property as a high-quality project, and shall perform all acts which are customary for the management of properties of like size and character or as may be required for the efficient and businesslike operation of the Property.

*3.4 Maintenance and Repairs.* Manager shall, within the limitations of the Institution-Approved Budget, see that the physical facilities, personal property, and grounds are at all times well maintained, kept in good order and repair, and in a proper state of cleanliness.

Manager shall, in accordance with the approved operating budget, make or contract for all repairs that shall reasonably be required to preserve, maintain, and keep the Property

in first-class condition. To the extent that Manager must contract out for such services, all such contracts shall be the responsibility of Manager.

Manager shall obtain and maintain records and enforce any guarantees or warranties that may concern Institution's personal property included within the Property. Written approval of the Institution must be obtained before pursuing any legal remedies to enforce said guarantees or warranties.

*3.5 Emergency Maintenance and Repair.* In an emergency where repairs are immediately necessary for the preservation and safety of the Property, or to avoid the suspension of any essential service to the Property, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Manager at Institution's expense without prior written approval. Manager shall report to the Institution full details of any emergency orally within one (1) business day and by written report remitted within one (1) week of the incident.

Manager shall notify Institution or Institution's designated insurance agent promptly of any personal injury or property damage occurring to or claimed by any tenant or third party on or with respect to the Property and to promptly forward to such insurance agent, with copies to Institution, any summons, subpoena, or other legal document served upon Manager relating to the actual or alleged potential liability of the Institution, Manager, or the Property, with copies to Institution of all such documents.

*3.6 Employment and Supervision of Personnel.* Manager shall employ and supervise all personnel required for the operation, maintenance, and management of the Property. All such employees shall be employees of the Manager, and shall not be employees of the Institution.

Manager 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, disability, sexual orientation, status as a veteran, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Manager shall procure and maintain worker's compensation insurance and employer's liability insurance covering all employees working on or about the Property, and fidelity bonds or employee dishonesty insurance, covering all employees who handle funds of the Institution.

Manager is solely responsible for payment of income, social security, and employment taxes due to the proper taxing authorities and Institution shall not deduct such taxes from any payments to Manager hereunder. Manager shall prepare, maintain, and file all necessary reports with respect to such taxes or deductions and all other necessary statements and reports pertaining to labor employed by Manager in or about the Property. Costs of administering and managing such personnel are to be borne by Manager.

3.7 *Disclosure.* Manager shall disclose the name of any property owned and/or managed by the Manager which is within a two (2)-mile radius of the Property and any other property owned and/or managed by the Manager which is in direct competition with the Property. Subsequent like-kind conflicts shall also be disclosed immediately upon occurrence.

3.8 *Institution-Approved Budget.* An annual budget shall be submitted to the Institution prior to the beginning of each fiscal year. Exhibit A, attached and incorporated herein by reference, is the approved annual budget for the base contract period. Said budget shall include a detailed listing of all the estimated expenses required to operate the property, including but not limited to Janitorial, Window Washing, Repair and Maintenance, Preventative Maintenance, Engineering, Interior Landscaping, Management Fees, Capital Improvements, Utilities, Insurance, Master Association Fees, Capital Reserves and any other customary operating expenses. Said budget shall not include any expenses relating to the leasing of any of the space to be subleased, including commissions, as these items will fall outside of the scope of this Agreement and shall be covered by a separate agreement.

Manager shall submit, along with the budget, a projection of capital expenditures for the forthcoming Fiscal Year. After approval by the Institution in writing, budget shall be used by Manager as a guide for the actual operation of the Property and shall be subject to comparisons monthly. Manager agrees to obtain prior approval for any normal operating expenditure(s) which would cause any budget variance of Five Thousand Dollars (\$5,000) and over, per occasion in any budget year, except for emergencies. All expenses within the Institution-Approved Budget are to be borne by Institution, and it shall be the responsibility of the Institution, to make available sufficient funds to Manager to meet expenses anticipated in the Institution-Approved Budget.

3.9 *Operating Account.* Manager, serving as Agent for Institution, shall establish and maintain on behalf of Institution, a non-interest bearing operating account and, if necessary, an interest bearing reserve account. Said account(s) shall be opened in the name of Manager as trustee for Institution, and maintained in a federally insured bank or savings institution. All receipts and disbursements for the operation of the Property shall be handled through these account(s). Institution shall be responsible for providing funds to pay the Institution-approved cash requirements of the Property on a timely basis. Manager shall have no proprietary interest in Operating Account or reserve account, and all funds in these accounts shall at all times be the property of the Institution. All interest on the reserve account shall accrue to Institution.

3.10 *Collections.* Manager shall make all reasonable steps to collect, and enforce the collection of, all payments and other charges due Institution for tenants of the Property in accordance with the terms of their tenancies and state and federal law.



3.11 *Payment of Bills.* From the Operating and/or Reserve Account(s), Manager is hereby authorized to pay or reimburse itself for all Institution's expenses and costs of operating the Property, including property taxes, Institution's insurance premiums, mortgage indebtedness, and for all other sums due Manager under this Agreement, including Manager's compensation under Section 2.1.

Institution shall give Manager advance written notice of at least seven (7) days if Institution desires Manager to make any additional monthly or recurring payments out of the proceeds from the Property. Any advance of funds by Manager must have prior approval by Institution.

In the event that the balance in the Operating and/or Reserve Account(s) is at any time insufficient to pay disbursements due and payable under Article II, Manager shall notify Institution of the deficiency. Manager shall give at least fifteen (15) days written notice to Institution of any funds required for deficiency and contingency reserve. Institution shall, immediately upon notice, remit to Manager sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Manager be required to use its own funds to pay such disbursements, nor shall Manager be required to advance any monies to Institution or to bank accounts maintained by Manager on behalf of Institution. Manager shall pay, with all available Institution's funds, invoices in order of invoice date with the oldest taking the highest priority.

If Institution requests in writing and Manager elects to advance any money, only pursuant to a written agreement signed by both parties, in connection with the Property to pay any expenses for Institution, such advance shall be a loan subject to repayment with interest at an annual rate equal to the prevailing prime rate plus two percent (2.0%), calculated on a daily basis, and Institution hereby authorizes Manager to deduct such amounts from any monies due Institution.

Any balance existing in the Operating Account at the termination of this Agreement shall be returned to the Institution within thirty (30) days of termination, and the Institution agrees to pay expenses incurred during the term of the Agreement but which have not been received thirty (30) days after termination of the Agreement.

3.12 *Books, Records and Reports.* Manager shall establish and maintain an accounting and management reporting system that will duly account for all transactions relating to the Property.

On or before the thirtieth (30th) day of each month, Manager shall provide to Institution a report of the Property's operations for the preceding month, including:

- ☐ A detailed and itemized statement of all sources and uses of funds in a format satisfactory to Institution and Manager.
- ☐ A statement of ending balances in all trust accounts.

- ☐ General comments regarding the Property's operation and any requirements by Manager for the Institution, such as payments to cover unexpected expenses.

For a period of three (3) years following completion of the services called for hereunder, Institution or its authorized representatives shall at all reasonable times have access to the accounting records, books and other records of the Manager, in order to audit all charges for the services as they relate to the Property. Manager shall keep Institution notified in writing of the location of all such records. Institution shall have the right to audit said records and books at Institution's expense.

All original reports and documents are to be retained in Manager's possession. Copies, as required, will be made available to the Institution. Manager will retain said records for a period of three (3) years, or as required by law, after which time the records shall be transferred to Institution. At the termination of this agreement all records, except those required by law to be retained by Manager, shall be returned to Institution for retention.

3.13 *Use and Maintenance of Premises.* Manager agrees not to knowingly permit the use of the Property for any purpose which might void any policy of insurance relating to the Property or which might render any loss there under uncollectible, or which would be in violation of any government restriction.

3.14 *Parking Garage.* Manager agrees to assume a lead role on behalf of the tenants in addressing building parking garage safety issues and needs through the parking garage owner and operator. In addition the Manager agrees to seek parking alternatives for tenants as may be warranted from time to time.

3.15 *Local Communications.* Manager agrees to maintain regular communications with institution local personnel keeping the Operations Coordinator/Events Manager apprised of operational, scheduling, parking and other matters that may impact institutional operations and employees.

## **ARTICLE IV**

### **INSURANCE AND INDEMNIFICATION**

#### **4.1 Insurance**

4.1.1 *General Requirements.* Manager is required to carry the types and limits of insurance shown in this insurance clause, section 4.1.2, and to provide Institution with a Certificate of Insurance ("certificate"). Certificates shall be provided within seven (7) days of the signing of the contract by the Manager. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to Institution prior to cancellation, non-renewal, or other material change of any

insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section.

Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Institution may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at Institution's option.

All policies shall name Institution as Additional Insured. On the certificate, the Institution shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificates shall be mailed to: University of Idaho, Risk Management, 875 Perimeter Drive, MS 3162, Moscow, ID 83844-3162.

Failure of Institution to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of Manager's obligation to maintain such insurance.

No Representation of Coverage Adequacy. By requiring insurance herein, Institution does not represent that coverage and limits will necessarily be adequate to protect Manager, and such coverage and limits shall not be deemed as a limitation on Manager's liability under the indemnities granted to Institution in this section.

4.1.2 *Required Insurance Coverage.* Manager shall at its own expense obtain and maintain:

4.1.2.1 *Commercial General and Umbrella / Excess Liability Insurance.* Manager shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. 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 a Manager contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

4.1.2.2 *Commercial Auto Insurance.* For any corporate vehicles in use, Manager shall maintain a Commercial Auto policy with a Combined Single Limit of not

less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

4.1.2.3 *Personal property.* Manager shall purchase insurance to cover Manager's personal property. In no event shall Institution be liable for any damage to or loss of personal property sustained by Manager, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

4.1.2.4 *Workers' Compensation.* Manager shall maintain all coverage statutorily required of the Manager, and coverage shall be in accordance with the laws of Idaho. Manager shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

4.1.2.5 *Professional Liability.* If available generally to members of the Manager's profession, Manager shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

4.2 *Indemnification and Hold Harmless.* Manager shall indemnify, defend and hold harmless the State of Idaho, and Institution and its governing board, employees, agents, and assigns, from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Manager's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Manager, or any of its agents, contractors, employees, invitees or guests.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify and hold harmless Manager, its agents, and employees, from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's possession, operations, or performance under this agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Manager, its agents or assigns, or when the claim or suit is made against Manager by the University, the State of Idaho, or any of its agencies. Manager shall promptly notify the University of Idaho, Attn: Risk Management Officer, 875 Perimeter Dr., MS 3162, Moscow, Idaho 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. The University's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of

liability, and this indemnification, are \$500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act.

## **ARTICLE V**

### **TERMINATION**

5.1 *Termination of Contract.* Notwithstanding the provisions of Article I above to the contrary, either party may terminate this Agreement at any time at its election, provided only that at least sixty (60) days written notice of such termination is given to the other party.

5.2 *Obligations Upon Termination.* Upon termination of this Agreement, for whatever reason, each party shall promptly pay to the other, as soon as the same is determinable after the effective date of termination, all amounts due such other party under the terms of this Agreement, and upon such payment neither party shall have any further claim or right against the other, except as expressly provided hereinafter.

Upon termination for whatever cause, Manager shall, not later than the effective date of termination, deliver to the Institution, copies of documents in its possession necessary or desirable for the operation of the property, including but not limited to: all books, permits, plans, records, licenses, contracts and other documents pertaining to the Property and its operation, all insurance policies, bills of sale, or other documents evidencing title or rights of the Institution.

All personal property of Institution, whether on the premises of the Property or elsewhere, shall be delivered intact to Institution or Institution's representative. The Operating Account provided for in Section 3.9 hereof will be transferred as directed by the Institution. Manager further agrees to do all other things reasonably necessary to cause an orderly transition of the management of the Property without detriment to the rights of the Institution or to the continued management of the Property.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

6.1 *Headings.* The headings used herein are for purposes of convenience only and should not be used in constructing the provisions hereof.

6.2 *Notice.* Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To the Institution: Vice President for Finance and Administration  
University of Idaho  
875 Perimeter Dr., MS 3168  
Moscow, ID 83844-3168  
Phone: (208) 885-6174  
Fax: (208) 885-5504

with copies to:

Assistant Vice President, Facilities  
University of Idaho  
875 Perimeter Dr. MS 2281  
Moscow, ID 83843-2281  
Phone: (208) 885-6246  
Fax: (208) 885-9333

and

Associate Vice President & CEO  
University of Idaho  
322 East Front Street; Suite #350  
Boise, ID 83702  
Phone: (208)364-4002  
Phone: (208) 364-4041 (direct line)  
Fax: (208) 364-4084

To Manager: Oppenheimer Development Corporation  
877 W. Main St., Suite 700  
Boise, Idaho 83702

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

*6.3 Relationship of the Parties.* It is expressly understood that Manager is an independent contractor and not the partner, or employee of Institution. Manager and Manager's workers are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The relationship between the parties is that of principal and agent, and Manager is governed under the regulations promulgated by the Idaho Real Estate Commission.

*6.4 Covenant of Further Assurances.* The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

6.5. *Confidentiality of Information.*

6.5.1 Manager agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to or learned by Manager during the course of this Agreement unless Manager has received the prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:

6.5.1.1 Was in the possession of Manager at the time of disclosure by Institution, directly or indirectly;

6.5.1.2 Is or shall become, through no fault of Manager, available to the general public, or

6.5.1.3 Is independently developed and hereafter supplied to Manager by a third party without restriction or disclosure.

6.5.2 This provision shall survive expiration and termination of this Agreement.

6.6 *Entire Agreement.* This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations, and covenants, oral or written. Amendments to this Agreement must be in writing and signed by both parties.

6.7 *Assignment.* Institution shall have the right to assign at its discretion, this agreement and all its rights, duties and responsibilities to the entity or entities who either are owner-occupants in the Idaho Water Center or who are charged with managing the Water Center under the IWC Condominium Declaration. Manager may not assign the rights or delegate the obligations under this Agreement without Institution's prior written consent.

6.8 *Successors and Assigns.* Subject to the limitations concerning assignment, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives and successors.

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

6.10 *Non-Waiver.* The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such

rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

6.11 *Representations and Warranties.* Manager represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; (d) that in performing the services called for hereunder Manager will not be in breach of any agreement with a third party; and (e) that it has familiarized itself with the local conditions under which this agreement is to be performed.

6.12 *Compliance with Rules, Regulations, and Instructions.* Manager shall follow and comply with all rules and regulations of the Institution and the reasonable instructions of Institution personnel. The Institution reserves the right to require the removal of any worker it deems unsatisfactory for any reason. Manager shall comply with all local, state and federal laws in its performance of this agreement.

6.13 *Time of the Essence.* Time is of the essence of this Agreement.

6.14 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

6.15 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

6.16 *Appropriations clause.* The Institution's obligations and liabilities are subject to the appropriation of funds from the state of Idaho, which appropriation shall be in the state of Idaho's sole discretion, from revenues legally available to the Institution for the ensuing fiscal year(s) for the purposes of this Agreement. If the state of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall not renew and shall terminate and neither party shall have any further obligations hereunder

6.17 *Authority.* Institution and Manager hereby certify that each is duly authorized to execute the foregoing Agreement and that the Agreement, when so executed, will be binding upon the Institution and Manager in accordance with its terms and no further authorization is required.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**INSTITUTION: THE REGENTS OF THE UNIVERSITY OF IDAHO**

By: \_\_\_\_\_  
**Ronald Smith**

Title: Vice President, Finance and Administration

Date: \_\_\_\_\_

**MANAGER: OPPENHEIMER DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
**Jeremy Malone**

Title: Vice President

Date: \_\_\_\_\_

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IDAHO WATER CENTER FY2015 PROJECTED OPERATING BUDGET																	
G/L																	BUDGET
Act		SQ FT	Rate	Expr	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2015
	EXPENSES																
	UTILITIES																
6110	ELECTRICITY				23,018	26,984	26,139	20,951	18,802	15,323	16,758	18,224	11,754	13,550	14,121	16,206	221,830
6120	NATURAL GAS				4	3	2	2	2	12	10	10	10	10	2	2	69
6123	GEOTHERMAL				275	225	255	885	779	4,610	8,604	10,133	7,728	4,855	2,500	1,627	42,476
6130	WATER				3,316	0	4,474	0	1,464	0	630	0	624	0	3,906	0	14,414
6145	SEWER				331	331	331	331	331	331	331	331	331	331	331	331	3,972
6155	TRASH				707	707	707	707	707	707	707	707	707	707	707	707	8,484
6170	TELEPHONE				570	570	570	570	570	570	570	570	570	570	570	570	6,840
	TOTAL UTILITIES				28,221	28,820	32,478	23,446	22,655	21,553	27,610	29,975	21,724	20,023	22,137	19,443	298,085
	JANITORIAL																
6210	JANITORIAL CONTRACT				11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	140,364
6220	WINDOW WASHING				0	700	0	0	9,950	0	700	0	0	0	9,950	0	21,300
6230	OTHER JANITORIAL CLEANING				750			750		0	750	0	0	750	0	0	3,000
6240	DAY MATRON				2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	35,376
	TOTAL JANITORIAL				15,395	15,345	14,645	15,395	24,595	14,645	16,095	14,645	14,645	15,395	24,595	14,645	200,040
	MAINTENANCE CONTRACT WAGES																
6310	MAINTENANCE CONTRACT WAGES				13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	156,000
	TOTAL MTNCE. CONTRACT WAGES				13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	156,000
	SUPPLIES																
6410	JANITORIAL				1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	22,800
6420	ELECTRICAL				900	900	900	900	900	900	900	900	900	900	900	900	10,800
6430	PLUMBING				200	200	200	200	200	200	200	200	200	200	200	200	2,400
6440	HVAC				500	500	500	4,000	500	500	500	500	500	500	500	500	9,500
6450	MISCELLANEOUS				250	250	550	250	250	550	250	250	550	250	250	550	4,200
	TOTAL SUPPLIES				3,750	3,750	4,050	7,250	3,750	4,050	3,750	3,750	4,050	3,750	3,750	4,050	49,700

IDAHO WATER CENTER FY2015 PROJECTED OPERATING BUDGET																	
G/L																	BUDGET
Act		SQ FT	Rate	Expr	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2015
	<b>REPAIRS/MAINTENANCE</b>																
6510	HVAC MAINTENANCE CONTRACT				225	225	225	225	225	225	225	2,725	225	225	225	225	5,200
6520	HVAC				2,000	10,000	0	1,000	7,000	0	1,000	0	1,000	1,000			23,000
6530	ELEVATOR MAINTENANCE CONT.				5,863	0	0	7,173	0	0	19,773	0	0	6,273	0	0	39,082
6540	ELEVATORS/LOBBY				0	0	0	0	0	0	0	0	0	0	0	0	0
6550	COMMON AREAS				0	0	5,000	1,800	0	2,500	0	0	2,500	0	0	2,500	14,300
6560	ROOF REPAIRS				0	300	0	0	300	0	0	300	0	0	300	0	1,200
6570	EXTERIOR REPAIRS				1,000	0	3,000	1,000	0	0	1,000	0	3,000	1,000	0	0	10,000
6575	GEN/FIRE PUMP				0	0	800	0	0	0	0	400	0	0	0	0	1,200
6585	MISCELLANEOUS				0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL REPAIRS/MAINT.</b>				9,088	10,525	9,025	11,198	7,525	2,725	21,998	3,425	6,725	8,498	525	2,725	93,982
	<b>BUILDING SECURITY</b>																
6610	SECURITY				1,691	1,789	1,700	7,473	2,099	1,439	1,284	1,371	1,810	2,070	2,440	1,780	26,946
6620	LIFE SAFETY				0	0	500	7,600	0	500	0	0	500	0	0	500	9,600
6625	FIRE MONITORING				26	26	26	26	26	26	26	26	26	26	26	26	312
6630	MISCELLANEOUS				0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL BLDG. SECURITY</b>				1,717	1,815	2,226	15,099	2,125	1,965	1,310	1,397	2,336	2,096	2,466	2,306	36,858
	<b>LANDSCAPE SERVICES (INCLUDED IN ASSOCIATION FEES?)</b>																
6710	LANDSCAPE MAINTENANCE				0	0	0	0	0	0	0	0	0	0	0	0	0
6720	SPRINKLER SYSTEM MAINTENANCE				0	0	0	0	0	0	0	0	0	0	0	0	0
6730	COMMON AREA PLANTINGS				0	0	0	0	0	0	0	0	0	0	0	0	0
6740	PARKING LOT MAINTENANCE				0	0	0	0	0	0	0	0	0	0	0	0	0
6750	SNOW REMOVAL				0	0	0	100	0	0	0	0	0	0	0	0	100
	<b>TOTAL LANDSCAPE SERVICES</b>				0	0	0	100	0	0	0	0	0	0	0	0	100
	<b>INSURANCE</b>																
6810	PROPERTY INSURANCE				2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	34,080
	<b>TOTAL INSURANCE</b>				2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	34,080
	<b>TOTAL DIRECT EXPENSES</b>				74,012	76,095	78,264	88,328	76,490	60,778	86,603	69,031	65,320	65,602	69,313	59,009	868,845
	<b>MANAGEMENT FEES</b>																
7100	MANAGEMENT FEES				12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000
	<b>TOTAL MANAGEMENT FEES</b>				12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000

# ATTACHMENT 2

IDAHO WATER CENTER																	
FY2015 PROJECTED OPERATING BUDGET																	
G/L																	
Act		SQ FT	Rate	Expr	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	BUDGET 2015
	ADMINISTRATIVE COSTS																
7400	PROFESSIONAL DUES/SUBSCRIPTIONS				150	150	150	150	150	150	150	150	150	150	150	150	1,800
7487	PARKING EXPENSE				420	420	420	420	420	420	420	420	420	420	420	420	5,040
7420	OFFICE SUPPLIES				100	150	100	100	150	100	100	150	100	100	150	100	1,400
7430	CONDO ASSOCIATION				1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	21,936
7490	MISC. EXPENSE				0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL ADMIN. COSTS				2,498	2,548	2,498	2,498	2,548	2,498	2,498	2,548	2,498	2,498	2,548	2,498	30,176
	TOTAL EXPENSES				89,010	91,143	93,262	103,326	91,538	75,776	101,601	84,079	80,318	80,600	84,361	74,007	1,049,021
NOTE: These projections are prepared solely for internal use by Oppenheimer Development Corporation and are based on assumptions and estimates which may change or may be wholly inaccurate. Any other use of this schedule is absolutely unauthorized.																	

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## **CONSENT AGENDA**

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### **IDAHO DIVISION OF VOCATIONAL REHABILITATION**

#### **SUBJECT**

Idaho State Rehabilitation Council Bylaws Revision

#### **REFERENCE**

August 2011

The State Rehabilitation Council was moved under the purview of the State Board of Education.

April 2012

The Board approved the first reading of Board Policy IV.G. State Rehabilitation Council.

June 2012

The Board approved the second reading of Board Policy IV.G. State Rehabilitation Council.

#### **APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section IV.G.  
Idaho State Rehabilitation Council  
Section 67-2340 through 67-2347, Idaho Code  
Federal Regulations 34 CFR§361.

#### **BACKGROUND/DISCUSSION**

Federal Regulations (34 CFR §361.17), sets out the requirements for the State Rehabilitation Council (SRC), 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. Prior to August 2011, the Governor's office made the appointments to the SRC.

Board Policy, Section IV.G. State Rehabilitation Council, sets out the responsibilities of the Council as well as the membership for the Council and the appointment procedures for those members. The policy, other than general requirements, does not go into great detail regarding how the Council operates. Operations of the Council are outlined in their By-laws. The Councils By-laws were last amended in January 2008, prior to the Council coming under the purview of the Board.

The proposed amendments update the By-laws to reflect this shift as well as current operating procedures of the Council

#### **IMPACT**

The revisions to the Bylaws will provide clarification and bring them into

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alignment with current practices.

**ATTACHMENTS**

Attachment 1 – Redlined Version of the updated Bylaws for the  
Idaho State Rehabilitation Council

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the revised Bylaws of the State Rehabilitation Council as  
presented in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



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**Section 1 Bylaws**

**Idaho State Rehabilitation Council Bylaws:**—Revised April 2014 ~~January 2008~~

**Section 1 Bylaws**

**ARTICLE I: LEGAL AUTHORITY**

Authority for creation and organization of an Idaho State Rehabilitation Council and these Bylaws is granted pursuant to Public Law 102-569, Title I, Section 105 amended, ***and Federal Register Part VI, 34 CFR Part 361.16 - 361.29***. Written documents shall be established setting out all Council Bylaws and policy approved by the Council. All Bylaws and Policy shall be reviewed at least every three years by the Executive Committee, or any other entity designated by the Executive Committee.

**ARTICLE II: TITLE AND SCOPE**

Council proceedings, activities, and organization are governed by these bylaws and by the Council's own policies and procedures, which shall be referred to generally as the Bylaws and as Council Policy, respectively, for the Idaho State Rehabilitation Council.

**ARTICLE III: PURPOSE**

A).— Review, analyze, and advise the **Idaho** Division of Vocational Rehabilitation regarding the performance of the responsibilities of the **Idaho** Division of Vocational Rehabilitation, particularly responsibilities related to eligibility (including order of selection), the extent, scope, and effectiveness of services provided; and functions performed by State agencies that affect or that potentially affect the ability of individuals with disabilities in achieving rehabilitation goals and objectives under the Rehabilitation Act of 1973 and its amendments:

B).— Advise the **Idaho** State Board of Education and the **Idaho** Division of Vocational Rehabilitation and assist in the preparation of applications, the State Plan, the Strategic Plan and Amendments to the plans, reports, needs assessments, and evaluations required by Title I of the Rehabilitation Act of 1973 and its amendments:

C).—To the extent feasible, conduct a review and analysis of the effectiveness of, the employment outcomes, and consumer satisfaction with, the functions performed by the designated State agency, vocational rehabilitation services provided by the State agencies and other public and private entities responsible for providing vocational rehabilitation services to individuals with disabilities, who are funded through the Rehabilitation Act of 1973, as amended.

D).— Prepare and submit an annual report to the Governor, the State Board of Education and the Commissioner of Rehabilitation Services Administration on the status of Vocational Rehabilitation programs operated within the State, and make the

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report available to the public;

E).- Coordinate with other councils within the State, including the Statewide Independent Living Council, the State Special Education Advisory Council, the State Council on Development Disabilities, the State Mental Health Planning Council, and the State Workforce Development Council;

F).- Advise the designated State agency and designated State unit in order to provide for coordination and the establishment of working relationships between these entities and the Statewide Independent Living Council and Centers of Independent Living within the State; and

G).- Perform such other functions deemed appropriate by the Idaho State Rehabilitation Council that are consistent with Title I of the Rehabilitation Act of 1973 and its amendments.

**ARTICLE IV: MEMBERSHIP AND COMPOSITION**

**Section 1. Composition:** Council membership shall be set out in Policies and Procedures and consist of those individuals specified in Public Law 105-220, Title I, Section 105 (b)(1)(A) with a minimum of fifteen (15) members. Council membership must be comprised of a majority of individuals with disabilities.

**Section 2. Appointment and Term:** Members shall be appointed by the ~~State Board of Education~~Governor and shall serve for a term of three (3) years, not to exceed two (2) consecutive full terms. Members completing two (2) consecutive terms as a representative of a specific group or entity must be off the Council for one ~~(1)~~ complete term (3 years) before being re-nominated to the Council as a representative of another group or entity. The Client Assistance Program representative and the Native American Vocational Rehabilitation Services representative are exempt from term limits.

**Section 3. Vacancies:** A vacancy occurring in the membership shall be filled by the ~~State Board of Education~~Governor for the unexpired portion of the vacated position. This replacement period shall ~~not~~ be counted toward an individual's two (2) term limitations as discussed in Article IV, Section 2 of these Bylaws.

**Section 4: Removal:** Members ~~will~~may be ~~notified~~terminated from Council membership by the Governor for the following reasons, to inquire whether they would like to remain active on the council: -as delineated by written Council policy:

- A. Poor Attendance (three consecutive, unexcused absences per year);;
- B. Lack of Participation, or
- C. Malfeasance in Office

If the member does not respond, the council has the option of recommending to the

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State Board of Education to terminate the member's appointment.

III-2

**ARTICLE V: COUNCIL MEETINGS**

**Section 1. Frequency:** The Council shall convene at least four (4) meetings a year, with at least one occurring in each quarter of the year. Quarters shall be defined as Federal fiscal quarters beginning the first day of October.

**Section 2. Notice:** Written notice of meeting shall be provided to all Council members and shall include time and place of meetings. An annual list of meeting dates and locations shall be presented to the Council at the beginning of each year for approval. Council members must be notified at least thirty (30) days prior to a meeting if changed from the original date as identified on the annual list.

**Section 3. Special Meetings:** Special meetings of the Council may be called by the Chair with two-thirds (2/3) of the current Council members' consent, ~~or may be called by the Chair upon request of two-thirds (2/3) of the Council's current membership,~~ without the required thirty (30) day written notice.

**Section 4. Quorum and Action:**

A. A quorum for the transaction of business shall be a simple majority. The act of the majority of those members present shall be the act of the Council. No Council member shall be represented by a non-Council member for voting purposes nor shall a Council member be allowed to cast a vote by written or verbal proxy.

B. Council business shall continue to be conducted when a vacancy occurs in the membership and the Governor is in the process of filling that vacancy.

**Section 5. Procedure:** All meetings shall be publicly announced and open to the public in accordance with open meeting laws codified in Section 67-2340 through 67-2347, Idaho Code, as amended, and conducted in accordance with Roberts Rules of Order, Revised. If deemed necessary the use of video conferencing or teleconferencing for meetings will be used.

**Section 6. Minutes:** A written record shall be kept of all Council meetings and made available to the full Council as soon as possible after each meeting and to the public upon request.

**ARTICLE VI: COUNCIL ORGANIZATION**

**Section 1. Council Officers:**

A. Election of Officers:

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The Council officers shall be a Chair and a Vice-Chair, elected by the membership. Council members seeking nomination for Chair or Vice-Chair shall submit their own names or names of any other Council members with their consent, to the Membership Committee. The Membership Committee shall place before the full Council at their fourth quarter meeting no more than five (5) nominations for election. Voting shall be by written ballot, with accommodations as needed.

#### B. Terms of Officers:

The Council officers shall serve ~~for~~ terms of ~~two years~~~~one year~~ and may serve two ~~(2)three (3)~~ consecutive terms as amended. Terms of officers shall coincide with the calendar year (January 1 through December 31)~~Federal Fiscal Year (10/01 thru 09/30)~~.

#### C. Duties of Officers:

1. The Chair shall serve as Chief Executive Officer of the Council, call and preside over all Council meetings, ~~appoint~~~~appointment~~ membership of all Council committees, represent the Council in all coordinating activities, give leadership in general policy-making, and carry out direction of the full Council.

2. The Vice-Chair shall preside in all Council meetings in the absence of the Chair and serve as the Chair of the Membership Committee. The Vice-Chair may also undertake any duties assigned to that office by the Council or delegated by the Chair.

#### D. Removal:

An officer may be removed for cause with a two-thirds (2/3) majority vote of Council members. Members will respond, to a written mailed ballot, within 30 days. In such a situation, the officer in question shall be given a written statement from the Council stating the reason for the proposed removal from office. The officer in question shall have the opportunity to share information with the Council about the situation and/or to resign prior to the vote.

~~—The Council may vote to remove an officer whenever in its judgment, and upon written recommendation by the Membership Committee of the Council, the best interests of the Council would be served by said removal, providing at least two-thirds (2/3) of the current Council membership is in attendance to vote.~~

#### E. Vacancies

Any vacancies in office shall be filled for the unexpired portion of the term in accordance with Article IV, Section 3.4~~—~~.

#### **Section 2. Council Staff:**

Pursuant to Federal law, the Council may employ staff to carry out its functions.

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**Section 3. Council Committees:**

The Council shall comprise the following standing committees with respective compositions.

A. Executive Committee:

This committee shall exercise the overall governance of the Council subject to Council Bylaws, policies, and any vote at Council meetings.

1. The Executive Committee shall be composed of the Chair, the Vice-Chair, the immediate past Chair, and the Standing~~standing~~ Committee's Chairs. At least one member with a disability shall be a member of the Executive Committee.

2. The Executive Committee~~committee~~ shall be responsible for the fiscal, administrative, and coordinating functions of the Council including budget oversight, personnel oversight, policy recommendations, annual plan compliance, and coordination of all committee activities.

3. The Executive Committee shall act for the full Council between scheduled meetings in situations requiring immediate action as determined by the Council Chair. The full Council at the next Council meeting must review all actions.

B. Membership Committee:

This committee shall consist of the Chair and the Vice-Chair of the Council and at least two (2) Council members at large. The Council members-at-large must be selected/appointed from the membership who do not serve on the Executive Committee. Duties of this committee shall be those specifically set forth in these Bylaws and written Policy and Procedures.

C. Standing Committees:

The Standing committees of this Council shall be: Executive, Membership, State Plan and Finance~~Review~~, and Survey.

D. Ad Hoc Committees:

When deemed necessary, the Council Chair may establish Ad Hoc Committees whose purpose shall be to study short-term issues of concern to the Council and make recommendations to the Executive Committee~~committee~~ or the full Council.

**ARTICLE VII: CONFLICT OF INTEREST**

No member of the Council shall cast a vote on any matter that would provide direct financial benefit to the member or otherwise give the appearance of a conflict of

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interest under State law.

**ARTICLE VIII: COMPENSATION**

The Council budget request for the operating year should be justified to the Agency Administration and requested of the Agency, to be received at the beginning of the Federal Fiscal Year ([October 14/04](#)).

The Council may use funds to reimburse members of the Council for reasonable and necessary expenses of attending Council meetings and performing Council duties (including child care and personal assistance services), and to pay compensation to members of the Council, if such member is employed and must forfeit wages from other employment, for each day the member is engaged in performing the duties of the Council. Procedures and rates for reimbursement and compensation shall be set forth in written policy and procedures.

**ARTICLE IX: AMENDMENTS**

Any modification of these Bylaws shall be reviewed by the Executive Committee and presented to the full Council within a reasonable time prior to a meeting in which action on the Bylaws shall be taken. All amendments must be approved by at least two-thirds (2/3) of the Council members in attendance.

**ARTICLE X: SEVERABILITY**

These Bylaws are severable if any Bylaw, or part thereof, or the application of such Bylaw to any member or circumstance, is declared invalid, then it does not affect the validity of the rest of the Bylaws.

## CONSENT AGENDA

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### IDAHO DIVISION OF VOCATIONAL REHABILITATION

#### SUBJECT

Idaho State Rehabilitation Council Membership Appointment

#### REFERENCE

April 2013	The Board approved appointments to the Council
August 2013	The Board approved appointments to the Council
February 2014	The Board approved appointments to the Council

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.G.  
Idaho State Rehabilitation Council and 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;

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- 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;
- 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 nominations for Board approval: Lucas Rose to fulfill the federal regulation for a representative of Business/Industry and Labor; and Alison Lowenthal to fulfill the federal regulation for a representative for the Department of Education. The Council also has two members whose terms will expire June 30, 2014; Kathy Buswell and Arnold Cantu, they have both served two full terms on the council and are not eligible to serve additional terms at this time.

### IMPACT

The above appointments and resignations will bring the IDVR Advisory Council membership to a total of fifteen (15) with one vacancy on the council for a representative from Business/Industry and Labor. Minimum composition for the council is 15 members.

### ATTACHMENTS

Attachment 1 - Current Council Membership

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### BOARD ACTION

I move to approve the appointment for Lucas Rose to the Vocational Rehabilitation



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State Rehabilitation Council as a representative for Business/Industry and Labor for a term of three years effective July 1, 2014 through June 30, 2017.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes\_\_\_\_\_ No\_\_\_\_\_

I move to approve the appointment of Alison Lowenthal to the Vocational Rehabilitation State Rehabilitation Council as a representative for the Department of Education for a term of three years effective July 1, 2014 and ending June 30, 2017.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes\_\_\_\_\_ No\_\_\_\_\_

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Members Shall Represent:	Number of Representatives Required	Name	Term Ends	Serving Term # (maximum 2)
Former Applicant or Recipient	Minimum 1	Lonnie Pitt	6/30/2015	1
Parent Training & Information Center...	Minimum 1	Agnela Lindig	6/30/2015	1
Client Assistant Program	Minimum 1	Dina Flores -Brewer	n/a	No Limit
VR Counselor	Minimum 1	Max Sorenson	6/30/2015	1
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2015	1
Business, Industry and Labor	Minimum 4	Arnold Cantu	6/30/2014	2
		Lucas Rose	ADD	
		VACANT		
		Rachel Damewood	6/30/2017	2
Disability Advocacy groups	No minimum or maximum	Sean Burlile	6/30/2015	2
		Kathy Buswell	6/30/2014	2
State Independent Living Council	Minimum 1	Robbi Barrutia	6/30/2016	2
		Molly Sherpa	3/31/2017	1
State Independent Living Council	Minimum 1	Robbi Barrutia	6/30/2016	2
Department of Education	Minimum 1	Alison Lowenthal	ADD	
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	n/a	No Limit
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	6/30/2014	No Limit
		David Miles	6/30/2014	No Limit
Workforce Development Council	Minimum 1	Gordon Graff	8/31/2015	1
last updated 05/14/14	Total with additions and deletions = 15			

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## **CONSENT AGENDA**

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#### **SUBJECT**

Board Policy I.P. Idaho Indian Education Committee, Nomination

#### **REFERENCE**

December 6-7, 2007	The Board was provided an update on the Native American Higher Education Committee's progress.
June 20, 2008	The Board approved the Committee moving forward with scheduling future meetings with each of the Tribes and charged the Committee with reviewing how Board policy can meet the underserved need in the communities through advanced opportunities.
February 21, 2013	The Board approved the first reading of Board Policy I.P.
April 18, 2013	The Board approved the second reading of Board Policy I.P.
December 19, 2013	The Board approved members of the Idaho Indian Education Committee.

#### **BACKGROUND/DISCUSSION**

The purpose of the Board's Indian Education Committee is "to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serve as a link between the American Indian Tribes".

The Idaho Indian Education Committee consists of 19 members appointed by the Board and includes the following consistent with Board Policy I.P.

- One representative from each of the eight public postsecondary institutions
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education, as an ex-officio member

#### **IMPACT**

The proposed appointment replace the College of Southern Idaho representative on the Committee.

#### **ATTACHMENTS**

Attachment 1 – Current Committee Membership

Page 3

#### **STAFF COMMENTS AND RECOMMENDATIONS**

In December 2013, the Board appointed Silvia Renova-Gaxiola, representing the College of Southern Idaho (CSI) to the Indian Education Committee. Since that

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appointment, Ms. Renova-Gaxiola has left the employment of CSI. Ms. Dani Hansing has been identified by CSI to represent their institution on the committee and is forwarding her name for consideration. If approved, Ms. Hansing would complete the current term which runs from July 1, 2013 – June 30, 2018.

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Ms. Dani Hansing to the Idaho Indian Education Committee as the College of Southern Idaho representative, effective immediately and to conclude on June 30, 2018.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**State Board of Education  
Indian Education Committee**

**Dr. Yolanda Bisbee** is the Director of the College Assistance Migrant Program at the University of Idaho (UI). Term: July 1, 2013 – June 30, 2017.

**Selena Grace** is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2013 – June 30, 2016.

**James Anderson** is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018

**Bob Sobbotta, Jr.** is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2013 – June 30, 2016

**Evanlene Melting-Tallow** is an Advisor for American Indian students at North Idaho College (NIC). Term: July 1, 2013 – June 30, 2017

**Dani Hansing** is the New Student Services Coordinator for the College of Southern Idaho (CSI). Term: July 1, 2013 – June 30, 2018

**Lori Manzanares** is the Director for Student Enrichment at the College of Western Idaho (CWI). Term: July 1, 2013 – June 30, 2016

**Jared Gardner** is currently an Admissions Counselor at Eastern Idaho Technical College (EITC). Term: July 1, 2013 – June 30, 2017

**Jennifer Porter** is the chairperson for the Kootenai Tribe. Term: July 1, 2013 – June 30, 2017

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene tribe and serves as the Tribal Chairperson's designee for the Coeur d'Alene tribe. Term: July 1, 2013 – June 30, 2016

**Vacant** - High School Coordinator for the Coeur d'Alene tribe. Term: July 1, 2013 – June 30, 2016

**Joel Moffett** was the Vice-Chairman of the Nez Perce tribe and serves as the Tribal Chairperson's designee. Term: July 1, 2013 – June 30, 2018

**Joyce McFarland** is the Education Manager for the Nez Perce tribe and serves as the K-12 representative for the Nez Perce tribe. Term: July 1, 2013 – June 30, 2018

**Tino Batt** is a member of the Fort Hall Business Council and serves as the Tribal Chairperson's designee for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 30, 2017

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**Claudia Washakie** is the Youth Education Coordinator for the Shoshone-Bannock Tribe and serves as the K-12 representative for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 30, 2016

**Nancy Egan** is the Tribal Administrator for the Shoshone-Paiute Tribe and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 30, 2018

**Shana Thomas** is the Owhyee Combined School Counselor for the Shoshone-Paiute Tribe and serves as the K-12 representative for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 30, 2017

**Eric Kendra** is the Superintendent of the Coeur d'Alene Tribal School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2016

**Eric Lords** is the Superintendent of the Sho-Ban Jr-Sr High School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2018



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**BOISE STATE UNIVERSITY**

**SUBJECT**

Alcohol Report and Request for Alcohol Waiver – Stueckle Sky Center

**REFERENCE**

June 2011	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2011 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.
June 2012	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2012 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2013 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
June 2013	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2013 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU) requests Board approval to provide alcohol service in the Stueckle Sky Center for the 2014 football season, the Famous Idaho Potato Bowl, and the 2015 Spring Game, and, potentially a conference championship game.

Prior to approval of construction of the skybox suites, the Board granted approval for Boise State University to represent that alcohol service would be available in the skyboxes. Based on that approval, the leases with patrons for the suites, club seats and loge seats were all created with the understanding that alcohol service would be available during games in this area of the stadium only. However, such alcohol service is clearly known to be at the sole discretion of the Board.

Boise State utilize campus security, along with the Boise City Police and other law enforcement and civilian officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns have been reported. The security plan has been in place for the past several seasons and is updated each year and will remain in place for the coming season. Last year was the sixth year of operation for the Stueckle Sky Center and, as with the first six years of

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operation, the Board approved service of alcohol during home football games and the annual bowl game. As with the prior years, no serious issues or concerns were reported.

Boise State University seeks permission to allow alcohol sales to patrons leasing seats in the Stueckle Sky Center on the west side of the stadium for each home Bronco football game, the annual bowl game, the 2015 Spring Game, and potentially a conference championship game. In this secure area, Boise State will allow patrons to purchase food and beverages (non alcoholic and alcoholic). Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the University will conduct these policies under the following conditions, similar to those set by the Board over the last eight years, and consistent with the 2011 amendments to Board policy, for other game day secured areas.

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. Begin no sooner than three hours prior to kick off and will end at start of the 4<sup>th</sup> quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
9. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
10. No alcohol making or distributing companies may be allowed to sponsor the activities.
11. Boise State University will implement further measures to assure underage drinking does not take place in the Sky Center as shown on the attachment. A list of those measures and defining how the Sky Center is monitored and secured is attached as Exhibit. This security plan was provided to the Board at the Board's request with regard to the 2011 season.

### **IMPACT**

If the Board does not approve the alcohol waiver request, Boise State will not be able to allow alcohol in the Stueckle Sky Center at home football games during the 2014 season.

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**ATTACHMENT**

Attachment 1 – Boise State Security Plan

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as BSU's report regarding service during the 2013/14 football season.

**BOARD ACTION**

To approve the request by Boise State University to allow the sale of alcohol in the Sky Center during the 2014 home football season, Famous Idaho Potato Bowl, the 2015 Spring Game, and potentially a conference championship game as set forth in this request, and in compliance with Board Policy I.J.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**Boise State University  
2014 Football Season – Bronco Stadium  
Security Plan and Alcohol Report  
Stueckle Sky Center -- Caven Williams Sports Complex**

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex and Stueckle Sky Center. Security plans for each facility are as follows and will be conducted at each home game for the 2014 season. The plan outlines measures taken to ensure that no underage drinking occurs.

**Stueckle Sky Center**

There have been no serious incidents regarding the service of alcohol during the 2004 through 2013 seasons.

As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the activities with the following staffing and security in the building on game day.

**Staffing Plan**

The following staffing will be implemented. The staff will be instructed that controlling the prevention of underage drinking of alcohol and/or overindulgence of alcohol is high priority.

- Crowd Management Supervisor — Oversee all patron services staff for the SSC
- Assistant Crowd Management Supervisor -- Assists Crowd Management Supervisor in supervision of patron services staff in the SSC

**North Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point. Will check tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Loge level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**South Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point, checks tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Club level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**Level 3-- Loge Level**

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- Crowd Manager at the N. stairs stadium to loge level – Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- N Elevator lobby Crowd Manager - Monitors Patrons who enter the Loge Level bar, assists in monitoring alcohol sales at the bar.
- Club Room Bar Crowd Manager -- Monitors the alcohol sales at the bar. Patron Services Duties
- South stairs stadium to loge level Crowd Manager. Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- Crowd Manager to rove throughout the loge level – Patron services duties, monitors alcohol sales in bar and seating area.

### **Level 4- Club Level**

- Club Room Crowd Manager - Monitors the alcohol sales at the bar. Patron Services Duties
- South Stairwell Crowd Manager - Monitors movement of SSC patrons between the Suite and club level.
- Hallway Crowd Manager - Rove throughout the hall way. Patron services duties, monitors alcohol sales at kiosk.
- Club Lounge Crowd Manager - Monitors alcohol sales in bar area and patron services duties
- North Stairwell Crowd Manager -- Monitors movement of SSC patrons between the Suite and club level.
- Club Area Crowd Manager - Monitors back row of club seating area to ensure the isle remains clear. Patron services duties.
- West Stairs Crowd Manager between 4<sup>th</sup> and 5<sup>th</sup> floor-- Monitors movement of SSC patrons between the Suite and club level.
- Crowd Manager to rove between lounge and hallway—Patron services duties and assists in monitoring alcohol sales at bar and kiosk.

### **Level 5—Suite Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.
- North End of Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.

### **Level 6—Press Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South End Hallway Crowd Manager - Patron services duties and rove hall to monitor patron in the suites.
- North End Hallway Crowd Manager - Patron services duties. Rove hall to monitor patron in the suites.

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**Policies**

- SSC is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
- There is no access from the general seating area into SSC. Only patrons who hold tickets to seats in the SSC will be allowed into the Sky Center during games.
- The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
- Security personnel will not allow patrons to exit or enter the area with any food or beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
- No alcohol making or distributing companies may be allowed to sponsor the activities.
- Each suite in the SSC shall have a sign displayed prominently with the following statement:

**Laminated info sheet included in all suites placed on refrigerator.**

Boise State University has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. To continue to provide this service, we will need your help and cooperation.

- Please drink responsibly.
- The University will enforce a **zero tolerance policy** on **alcohol abuse** and **underage drinking** that could result in removal from the Sky Center and revocation of game tickets.
- Underage drinking is against the law and is not allowed anywhere in the Stueckle Sky Center.
- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons are not allowed to enter or exit the Stueckle Sky Center with any food or beverage.

**“It is a privilege for us to serve alcohol in the Stueckle Sky Center”  
Have a great Game Day, GO BRONCOS!**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Alcohol Report and Request for Pre-game Alcohol Waiver – Caven Williams Sports Complex

**REFERENCE**

- |           |  |
|-----------|--|
| June 2011 | Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2011 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.  |
| June 2012 | Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2012 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2013 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl. |
| June 2013 | Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2013 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl. |

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University requests Board approval to provide alcohol service in the Caven Williams Sports Complex prior to each home football game for the 2014 Bronco season, a potential conference championship game, and the Famous Idaho Potato Bowl Game for the purpose of allowing corporate sponsors. In the secure area, corporate sponsors and invited guests may purchase food and beverages (non-alcoholic and alcoholic) from the University's official food service provider.

For the past nine football seasons, the Board has granted permission under Policy, I.J., to allow service of alcohol on campus in conjunction with Bronco home football games and the Idaho Famous Potato Bowl.

Boise State University utilizes campus security, along with the Boise City Police and other law enforcement and civilian officials to control and manage the service of alcohol. Even with and greater attendance, no serious issues or concerns have been reported. Boise State will have the same or an enhanced security plan that has been in place for the past nine seasons for the coming season.

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For good weather, a secure area may be established on the east patio of the Cavern Williams Sports Complex where alcohol would be served. This reflects what has been approved previously approved by the Board for the 2009 through 2013. For inclement weather, or as an alternative option, the secure alcohol area will be set up inside the Cavern Williams Sports Complex, separated by secure fencing from the rest of the Corporate Hospitality area. This is consistent with what was approved by the Board and implemented for the 2010 season through the 2013 season.

As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy, including the 2011 amendments to Board policy, regarding alcohol service. In addition, the University will conduct the pre-game activities under the following additional conditions:

1. All who enter the Caven Williams Sports Complex must be an invited guest.
2. Event begins three hours prior to kick off and ends at the start of the game.
3. The Caven Williams Sports Complex will be secured to control access to and from the area.
4. There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for corporate hospitality invitations of all patrons entering the facility.
5. One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identify attendees over the age of 21.
6. There will be no more than two entry points into the area where beer and wine is sold manned by security personnel who will check wristbands.
7. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
8. No alcohol making or distributing companies will be allowed to sponsor the event.
9. Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
10. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
11. Companies involved in the corporate hospitality area will be sent a letter outlining the Caven Williams Complex Corporate Hospitality Area/SBOE alcohol policy. The letter will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

**IMPACT**

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2013 seasons. This proposal creates a secure area

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where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate events. These types of functions are beneficial to the University and sponsor and donor cultivation opportunities. Entry to the corporate hospitality area is by written invitation only.

**ATTACHMENT**

Attachment 1 – Security Plan / Alcohol Report	Page 3
Attachment 2 – Caven Williams Patio Option	Page 7
Attachment 3 – Caven Williams Indoor Option	Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as BSU's report regarding service during the 2013/14 football season.

**BOARD ACTION**

I move to approve the request by Boise State University to allow alcohol service during the 2014 football season in the Caven Williams Sports Complex as submitted in Attachment 2 and 3 and under the conditions outlined in Board Policy Section I.J. subsection 2.c.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_

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**Boise State University  
2014 Football Season – Bronco Stadium  
Security Plan and Alcohol Report  
Caven Williams Sports Complex**

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex. Security plans for the facility are as follows and will be conducted at each home game for the 2014 season. The plan outlines measures taken to ensure that no underage drinking occurs.

**Caven Williams Sports Complex**

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2013 seasons. We will create a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate events. As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions:

**Caven Williams Game Day Staffing**

- Two Crowd Managers at front entrance checking individual passes to all that enter. This is an invited guest only event and no one will enter facility without proper credentials
- Two Aramark employees (TIPS trained) will check ID's and issue color coded wrist band
- Crowd Manager checking for color coded wrist band stationed at entrance to over 21 area.
- Crowd Manager roaming entire area checking for color coded wrist band and patron behavior
- Two Bronco Sports properties employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary
- Three Bronco Sports Marketing employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary
- One Boise State University Operations employee roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary. Also responsible for checking entrances to secure building ensuring that no one is present without proper credentials.

**Policies for Facility**

- All who enter the Caven Williams Sports Complex must be an invited guest.
- Event begins three hours prior to kick off and ends at the start of the game.

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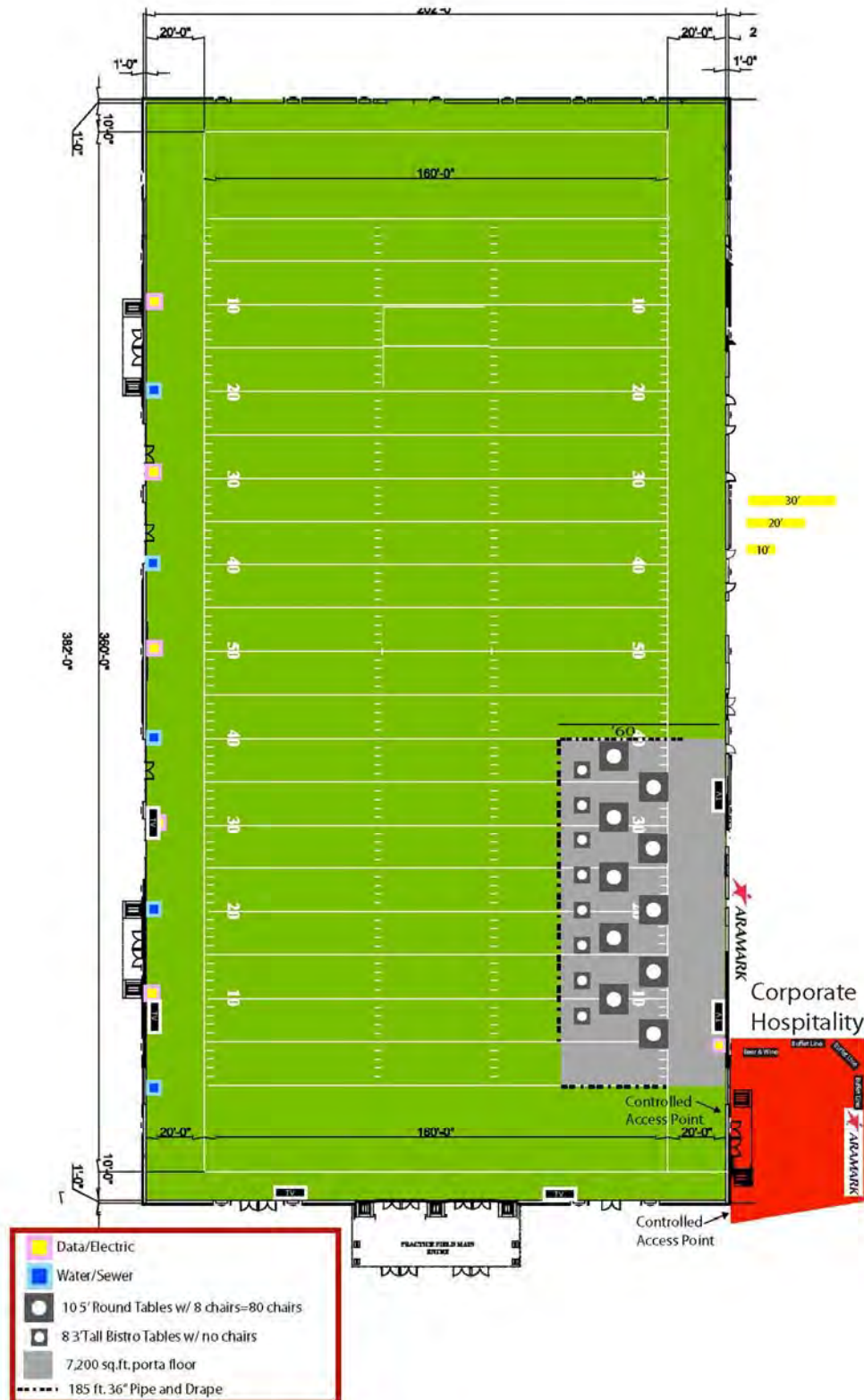
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- The Caven Williams Sports Complex will be secured to control access to and from the area.
- There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for corporate hospitality invitations of all patrons entering the facility.
- One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identity attendees over the age of 21.
- Proper sized fencing separating over 21 area will to be approved by university so that no under-age patrons can enter area
- There will be one entry point into the area where beer and wine is sold manned by security personnel who will check wristbands.
- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- No alcohol making or distributing companies may be allowed to sponsor the event.
- Companies involved in the corporate hospitality area would be sent a letter outlining the Caven Williams Complex Corporate Hospitality Area/SBOE alcohol policy. The letter will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
- The area is for sponsors to entertain clients/guests for the fall 2013 home football games.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

Attached is the map of the facilities in the Caven Williams Sports Complex and how it will be configured for the game day events

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Cavern Williams Sports Complex  
Patio Option – Clement Weather



Cavern Williams Sports Complex  
Alternate option/inclement weather





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**IDAHO STATE UNIVERSITY**

**SUBJECT** Request for Pre-game Alcohol Service Approval

**REFERENCE**

June 2007	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season.
June 2009	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season.
June 2010	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2010 football season.
June 2011	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2011 football season.
June 2012	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2012 football season.
June 2013	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2013 football season.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND / DISCUSSION**

Board policy does not allow service of alcohol on campus in conjunction with athletic events without express approval. Idaho State University requests Board approval to establish a secure area on the West side of Holt Arena, prior to the September 13, 2014 and November 22, 2014 Bengal home football games. In this secure area, the Idaho State University Foundation will host an invitation-only event during which invited donors and alumni will be allowed to purchase food and beverages (non-alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider and the University's official food service provider. The Idaho State University Foundation will provide control measures and follow all requirements of Board policy regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.

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3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.
5. All corporate partners involved in the pre-game location will be sent a letter outlining pre-game location and the Board alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point, which will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests during home football games, including sales and service of alcohol for the two requested dates.

A review of the events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

**IMPACT**

If the Board does not approve the alcohol waiver request, the Foundation will not be able to include the sale of alcohol on campus at the home football games described above.

**ATTACHMENTS**

Attachment 1 – Arial View of Designated Area – Holt Arena	Page 5
Attachment 2 – Interior Floor Plan – Holt Arena (Bennion Room)	Page 6
Attachment 3 – Football Pre-Game Tailgate Control Area	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as ISU's report regarding service during the 2013/14 football season.

In the past, ISU has requested approval during all home football games during the season, this request is specific to the games scheduled to be played on September 13<sup>th</sup> and November 22<sup>nd</sup>, 2014.

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**BOARD ACTION**

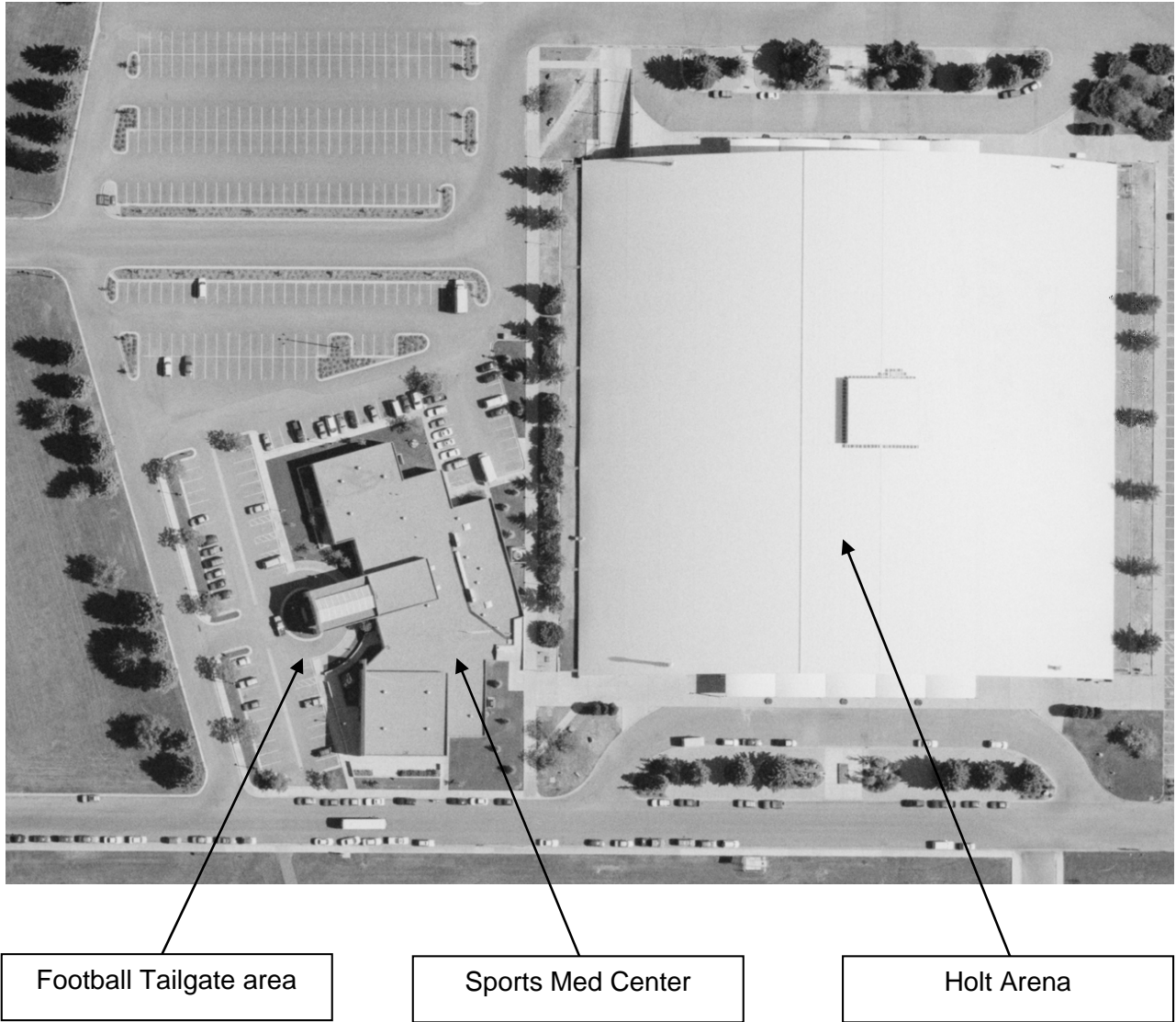
I move to approve the request by Idaho State University to establish secure areas as specified in Attachment 2 and 3, for the purpose of allowing alcohol service during pre-game activities in full compliance with Board Police I.J. during the September 13, 2014 and November 22, 2014 Bengal home football games.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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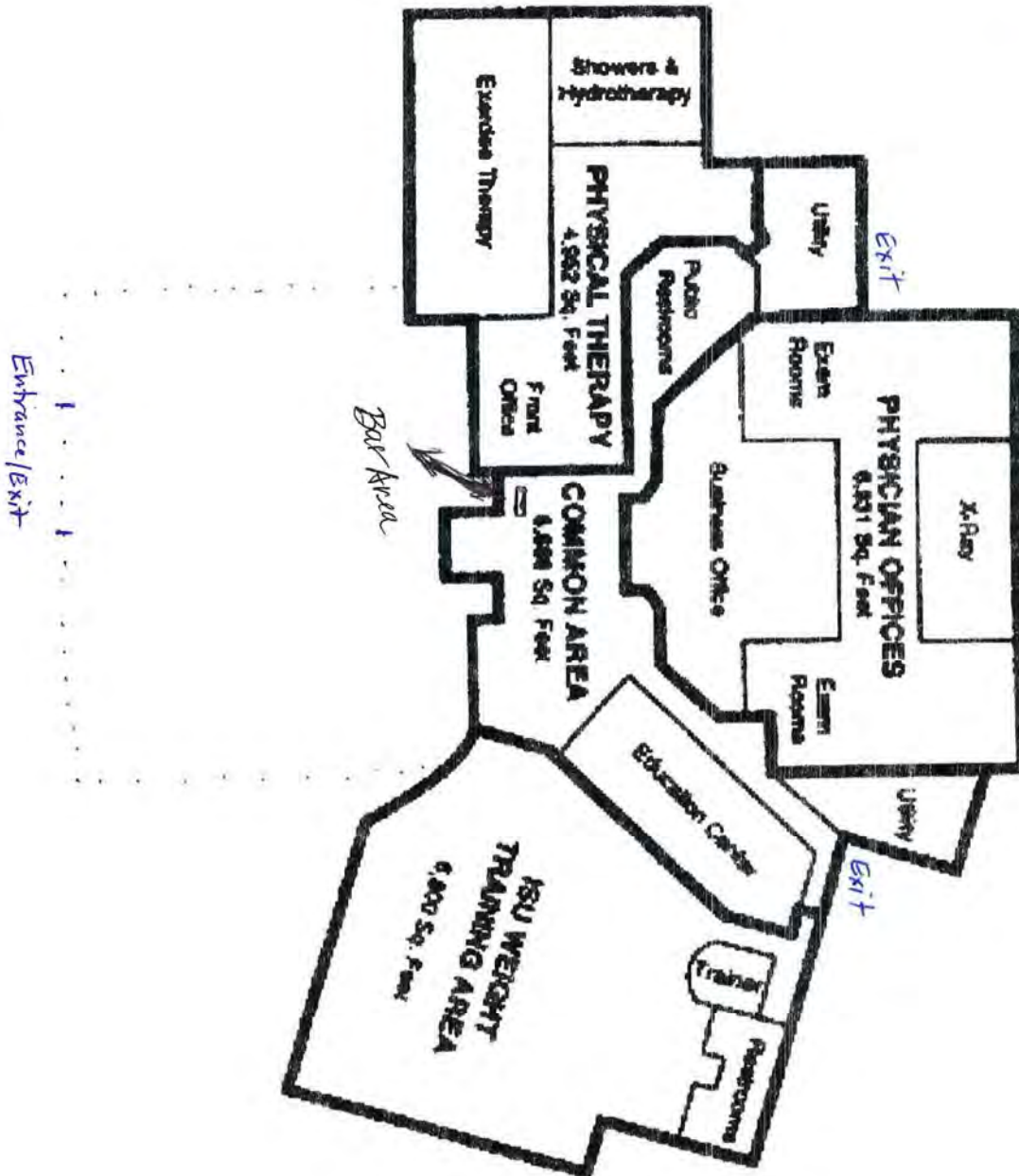
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**Aerial View of Holt Arena and Sports Med Center**



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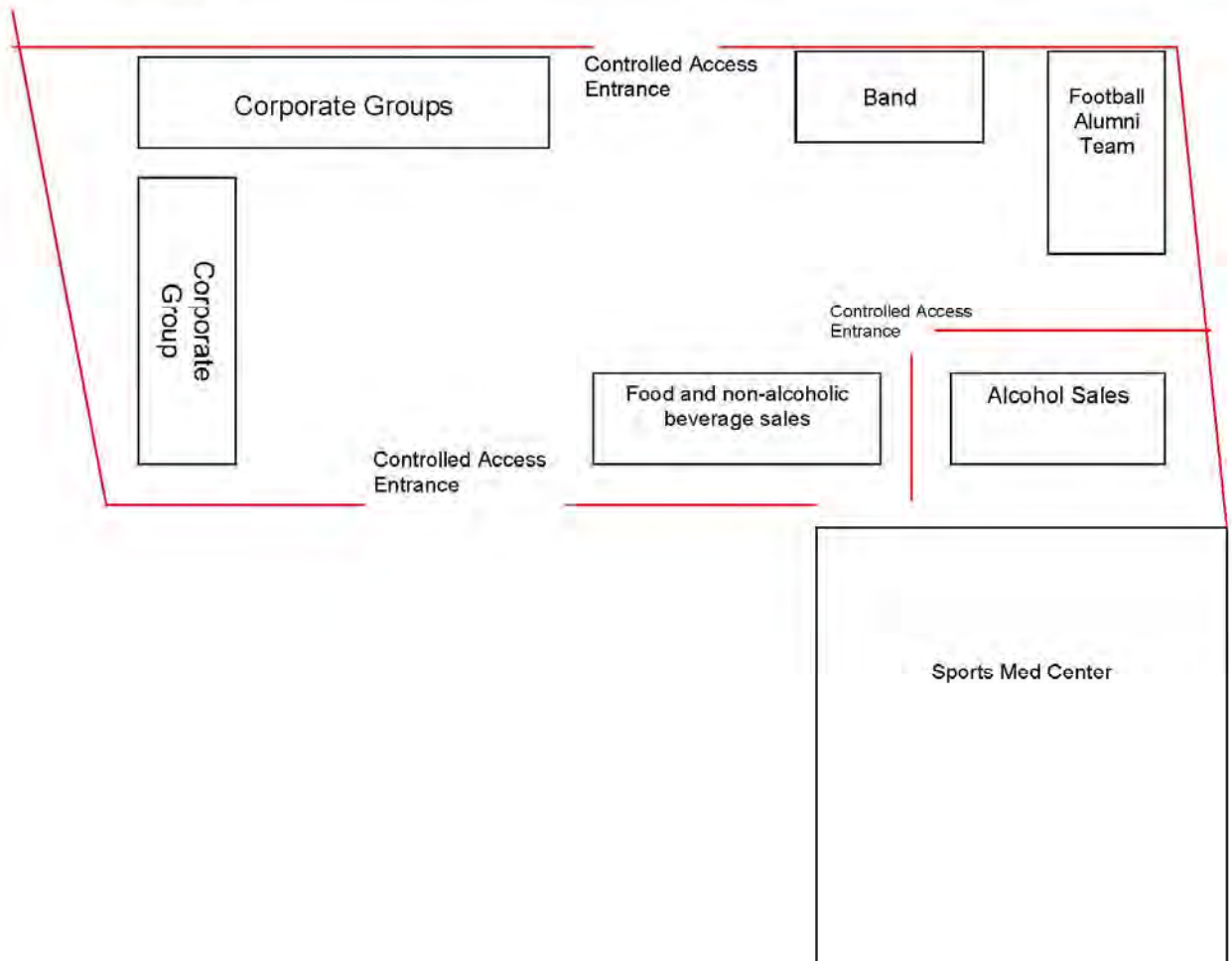
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Football Pre-Game Tailgate



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**UNIVERSITY OF IDAHO**

**SUBJECT**

The University of Idaho requests Board approval to establish secure areas for the purpose of allowing pre-game activities that include the service of alcohol for the 2014 football season.

**REFERENCE**

August 12, 2004	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2004 football season.
March 10, 2005	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2005 football season.
March of 2005	President White reported that there had been no serious incidences regarding the pre-game service of alcohol, and further noted that the UI created a restaurant-type atmosphere within the secure areas.
August 2005	Following discussion regarding the presence of supervised minors in the alcohol service areas, the Board amended policy Section I.J. to specifically allow for the persons of lawful age to consume alcohol to be accompanied by youth for whom they are responsible in the secure alcohol service areas, provided the youth remain at all times under the supervision and control of the individual of lawful age.
August 10, 2006	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2006 football season.
Fall 2006	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
August 9, 2007	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2007 football season.
Fall 2007	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 19, 2008	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season.
Fall 2008	There have been no serious issues or concerns related to the service of alcohol at pre-game events during

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	these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 18, 2009	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively.
Fall 2009	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas
June 17, 2010	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2010 football season respectively.
Fall 2010	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas
April 21, 2011	Board approval of revisions to SBOE/Regents Policy I.J. relating to service of alcohol at institution events.
April 19, 2012	University report on service of alcohol at NCAA football games pursuant to revised SBOE/Regents Policy I.J.2.c.x – no serious issues or concerns related to service of alcohol.
June 21, 2012	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2012 football season.
Fall 2013	There have been no serious issues or concerns related to the service of alcohol at pre-game events during the 2013 fall football season.

**APPLICABLE STATUTE, RULE, OR POLICY**

SBOE Policy I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games.

The UI seeks approval from the Board to continue its prior practice whereby in the secure areas, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, as part of home football pre-game activities. The university will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game events under the conditions set out in Board policy I.J.2.



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With respect to admission of persons under the legal drinking age (and per Board/Regents Policy I.J.2.iii.(1)) the university seeks approval to allow responsible adults who have been invited to a pre-game event to bring minor children and guests for whom the adults will be responsible. As per Board/Regents policy I.J.2. iii.(1) a color-coded wrist band system will serve to identify all authorized attendees and invited guests, with a separate wrist band clearly identifying those of drinking age. Underage children will not be allowed to consume or possess alcoholic beverages. This system has been in place for prior university pre-game events and it has promoted a family atmosphere at these events. There have not been any alcohol incidents arising from the presence of minors at these events.

There have been no serious incidences regarding the pre-game service of alcohol. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

In managing its pre-game functions, the UI seeks to provide a family oriented, safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience.

The secure areas where food and beverage service (including alcoholic beverages) will take place are:

- North Kibbie Field – this area will be available for Corporate Tents to provide an opportunity for corporate sponsors to reward employees and say “thank you” to valued customers by hosting private functions. This area is located on the north lawn adjacent to the ASUI-Kibbie Dome.
- Student Activities Field – This area will be available for Corporate Tents and for the “President’s Circle Pre-Game Function” which is provided for invited guests and allows the university leadership to mix with the guests.
- University Commons Building (Food Court and adjacent Whitewater and Clearwater rooms) – this area will be available as an alternative location for the President’s Circle Pre-Game Function if and when weather renders use of a tent impractical.
- Menard Law Building first floor foyer – this area will be available as an alternative site for the university’s athletic marketing agent (Learfield) to entertain clients and corporate sponsors of athletic events if and when weather renders use of a tent impractical.

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Service of alcohol at the North Kibbie Field and the Student Activities Field areas will be through tents placed in those areas creating a controlled area for monitoring attendance and consumption, with service limited to the tents and no alcohol allowed to leave the tents. Service of alcohol at the University Commons Building will be limited to the Whitewater and Clearwater rooms directly adjacent to the food court area with service limited to the interior of those rooms and no alcohol allowed to leave those rooms. Service of alcohol in the Menard Law Building foyer will be limited to the foyer area which will be cordoned off with access limited to the two front doors.

**IMPACT**

Again there have been no serious incidences regarding the pre-game service of alcohol during the 2004 through 2013 seasons where service has been approved. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of Service Areas

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2013/14 football season.

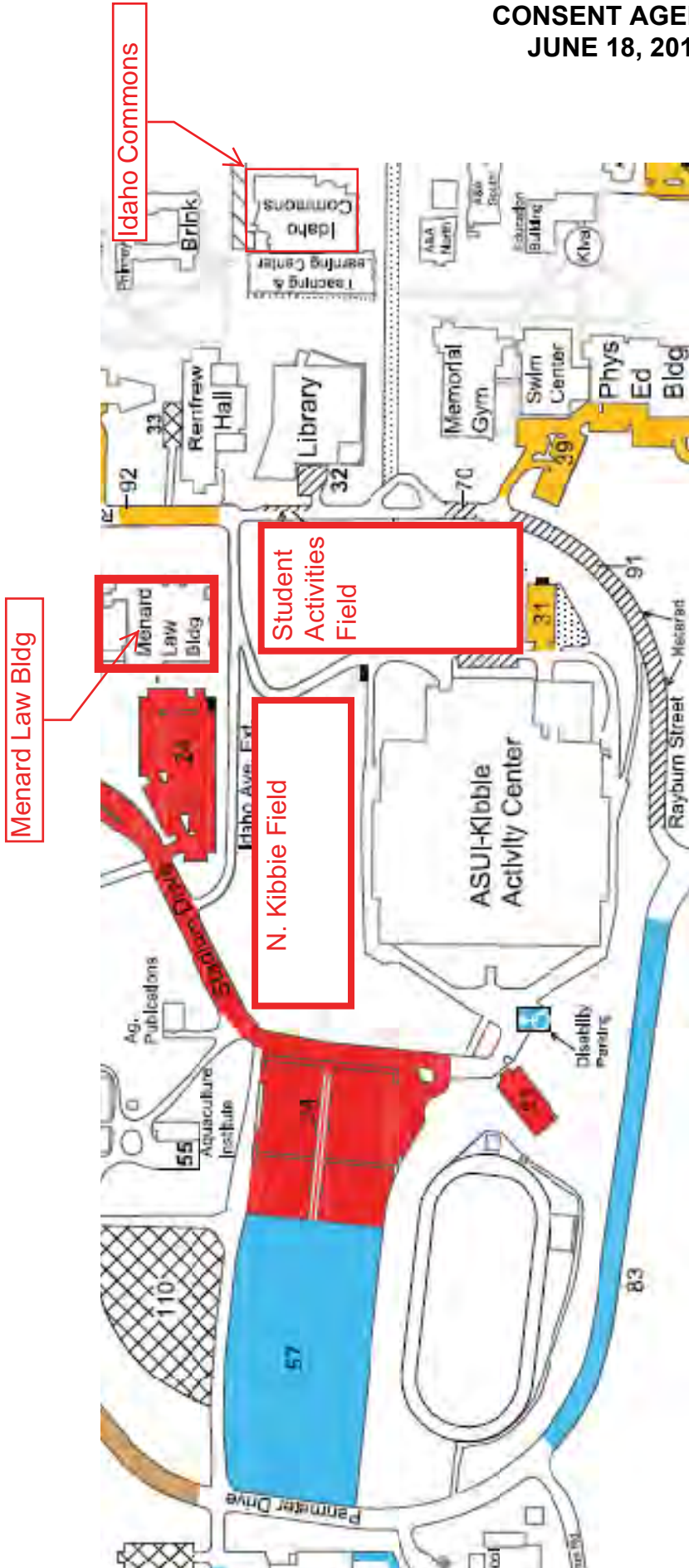
In 2013 UI requested service in three locations, North Kibbie Field, Student Activities Field, and Menard Law Building. The 2014 request expands the area of service to a fourth location, the Idaho Commons Building.

**BOARD ACTION**

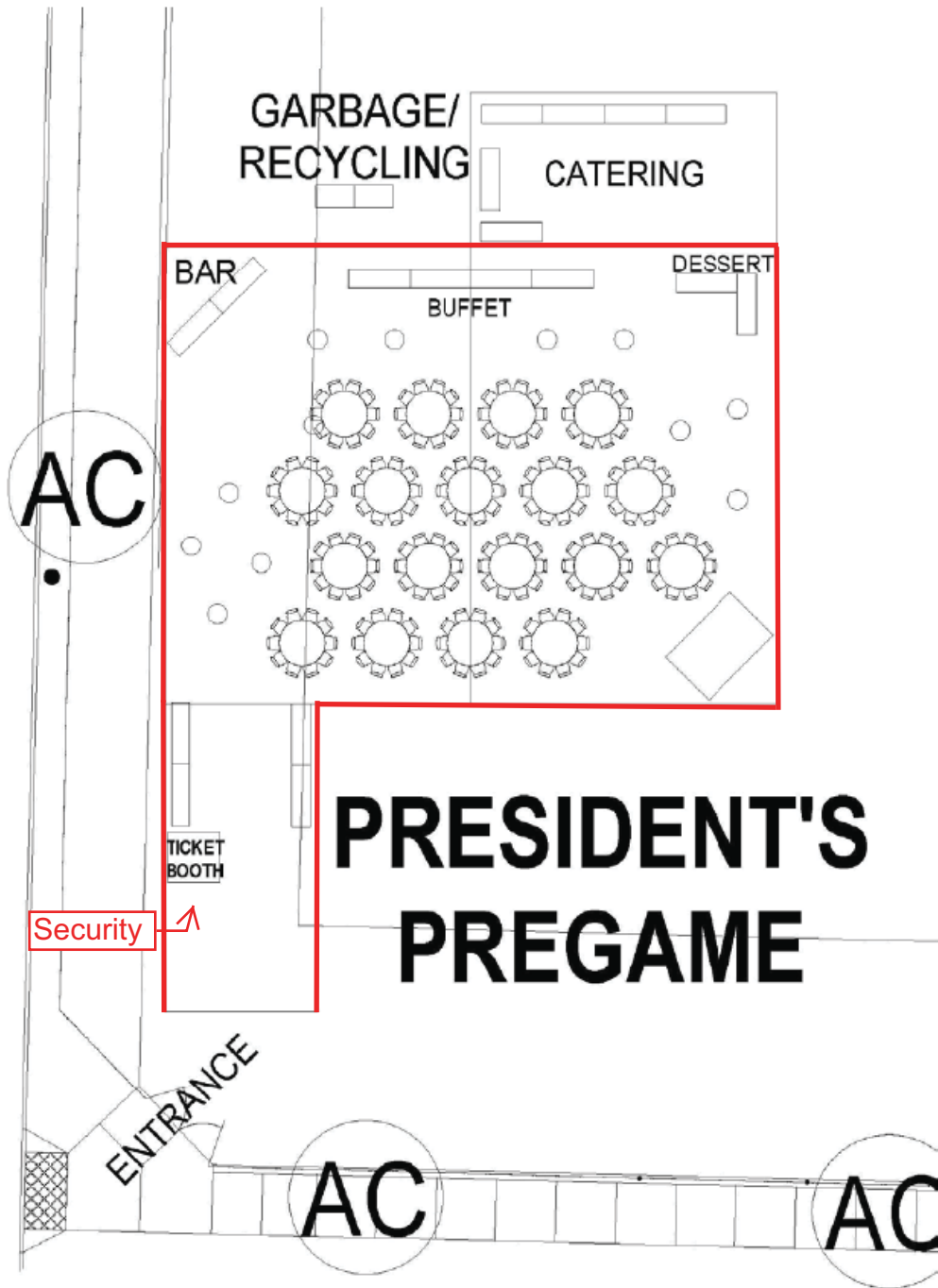
I move to approve the request by the University of Idaho to allow alcohol service during the 2014 football season in the North Kibbie Field, Student Activities Field, Idaho Commons Building and the Menard Law Building foyer under the conditions outlined in Board policy section I.J. subsection 2.c.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_

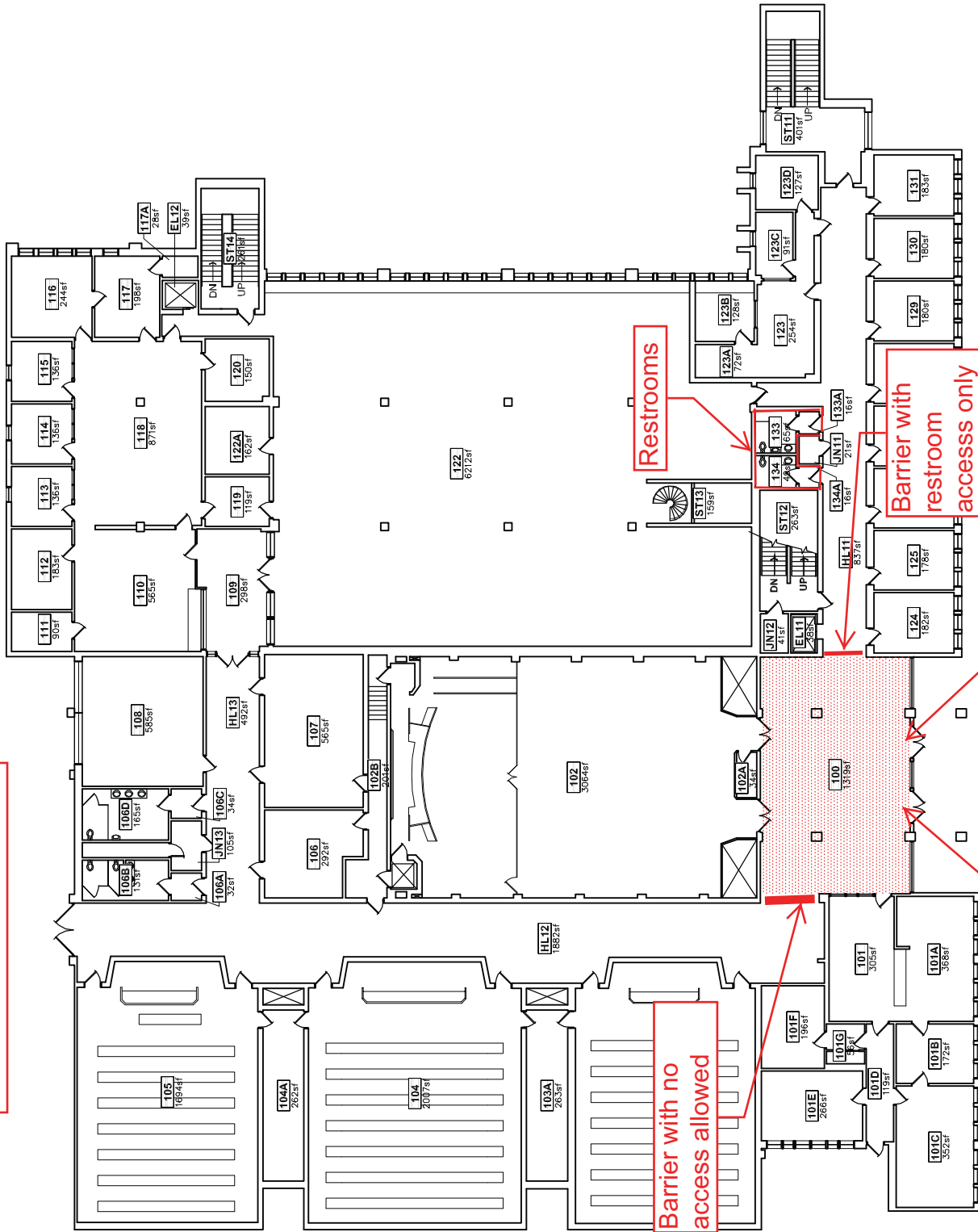
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2014 Vandal Pre-game Activities Map



Menard Law Bldg



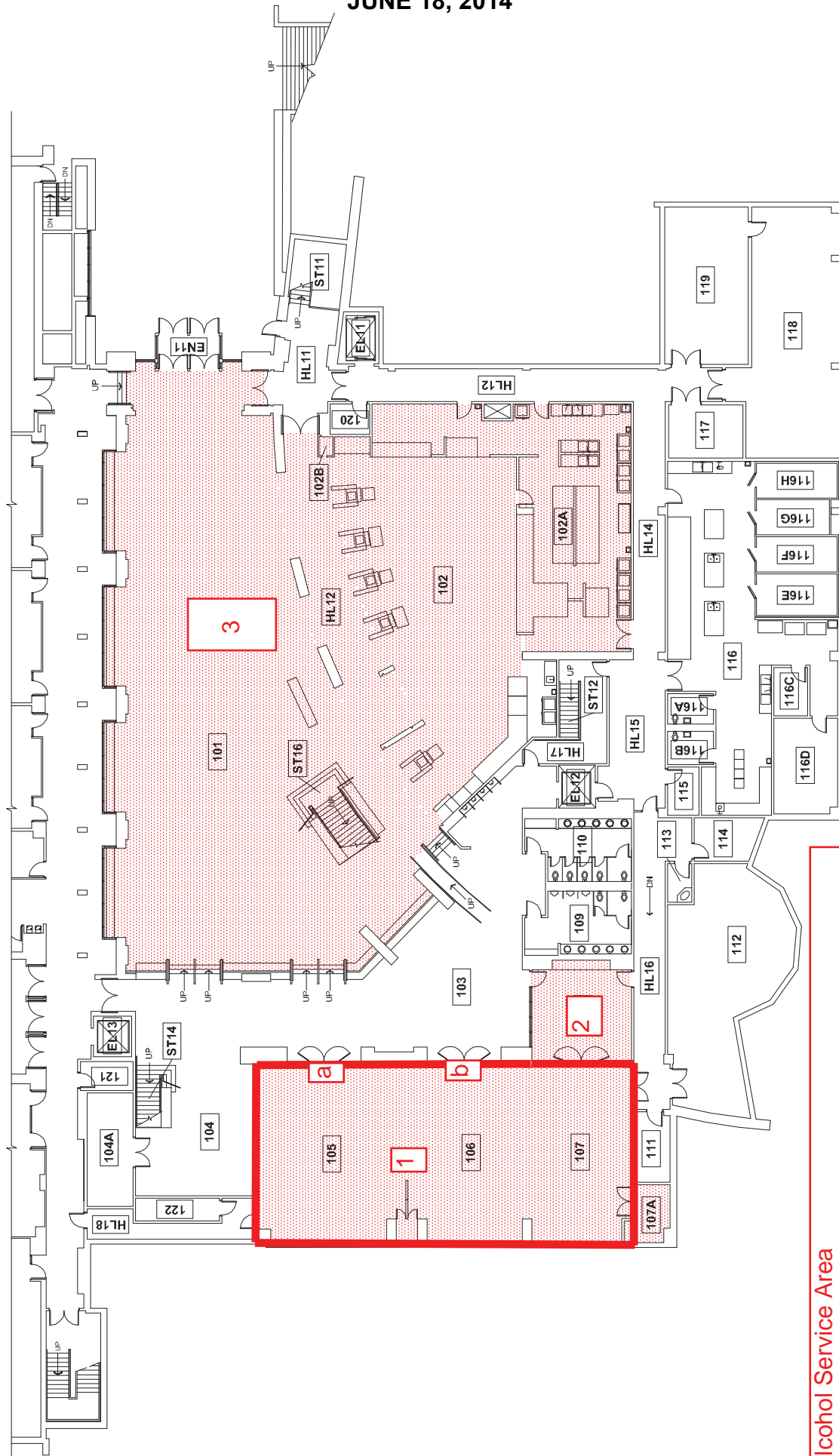
MENARD LAW BUILDING - #014  
FIRST FLOOR  
12-15-09



University Commons Bldg

CONSENT - PPGA

TEACHING & LEARNING CENTER - GROUND FLOOR



Idaho Commons - #097

LEVEL 1B

05-08-2006



- 1 - Alcohol Service Area
- a-b Guest entrance and exits - all other doors to be emergency exits only
- 2 - Alcohol Caterer Operations area, not open to guests
- 3 - Food Court - no alcohol allowed

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Request for approval of sale of alcohol - Litehouse Center/Bud and June Ford Club Room (Center)

**REFERENCE**

August 12, 2004	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2004 football season.
March 10, 2005	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2005 football season.
March of 2005	President White reported that there had been no serious incidences regarding the pre-game service of alcohol, and further noted that the UI created a restaurant-type atmosphere within the secure areas.
August 2005	Following discussion regarding the presence of supervised minors in the alcohol service areas, the Board amended policy Section I.J. to specifically allow for the persons of the lawful age to consume alcohol to be accompanied by youth for whom they are responsible in the secure alcohol service areas, provided the youth remain at all times under the supervision and control of the individual of lawful age.
August 10, 2006	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2006 football season.
Fall 2006	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
August 9, 2007	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2007 football season.
Fall 2007	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 19, 2008	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season.
Fall 2008	There have been no serious issues or concerns related to the service of alcohol at pre-game events during

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	these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 18, 2009	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively.
Fall 2009	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 17, 2010	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively.
Fall 2010	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
April 21, 2011	Board approval of revisions to SBOE/Regents Policy I.J. relating to service of alcohol at institution events and within institution stadium suite areas.
April 19, 2012	University report on service of alcohol at NCAA football games pursuant to revised SBOE/Regents Policy I.J.2.c.x – no serious issues or concerns related to service of alcohol.
June 21, 2012	Board approved the request by UI to authorize alcohol service during the 2012 football season and during the spring 2013 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room under the conditions outlined in Board Policy I.J. subsection 2.c.
Fall 2013	There have been no serious issues or concerns related to the service of alcohol at pre-game events during the 2013 fall football season or during the 2014 spring scrimmage game.

**APPLICABLE STATUTE, RULE, OR POLICY**

SBOE Policy I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games.

The UI seeks permission to allow ticketed and authorized patrons in the Center to purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, before and during home football games in the 2014 football season as well as for the 2015 Spring Football Scrimmage



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Game for the Litehouse Center/Bud and June Ford Club Room (Center) in the ASUI-Kibbie Activity Center (ASUI-Kibbie Dome). The university will follow all requirements of Board policy I.J.2.c regarding alcohol service in conjunction with home football games.

The Center is an enclosed secured area within the ASUI-Kibbie Activity Center which is separate from general ticketed seating areas and which will only be available to patrons with tickets to the Center. There is no access from the general seating area into the Center and only patrons who hold tickets to seats within the Center will be allowed into the Center during games. All entry points to Center Suites and the Center Clubroom area (identified in the attached drawings) will be staffed with trained security personnel. In addition, Security Personnel will be located within the Center to monitor activities within the suites and clubroom. The university's food service provider (Sodexo) will provide the alcohol license and will provide TIPS trained personnel to conduct the sale of all alcoholic beverages in conjunction with Sodexo's provision of food and non-alcoholic beverages.

The university and Center Patrons will abide by all terms and conditions of the Board policy and any other conditions placed by the Board. Violation of Board policy or additional conditions by Center Patrons will result in action by the university up through removal from the Center and forfeiture of Center game tickets.

**IMPACT**

Service of alcohol within the Center is an extension of the university's pre-game and game-day activities surrounding home football games. Again there have been no serious incidences regarding the pre-game service of alcohol during the 2004 through 2013 seasons and 2014 spring scrimmage game where service has been approved. The UI continues to strive for a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of the Center

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2013/14 football season.

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**BOARD ACTION**

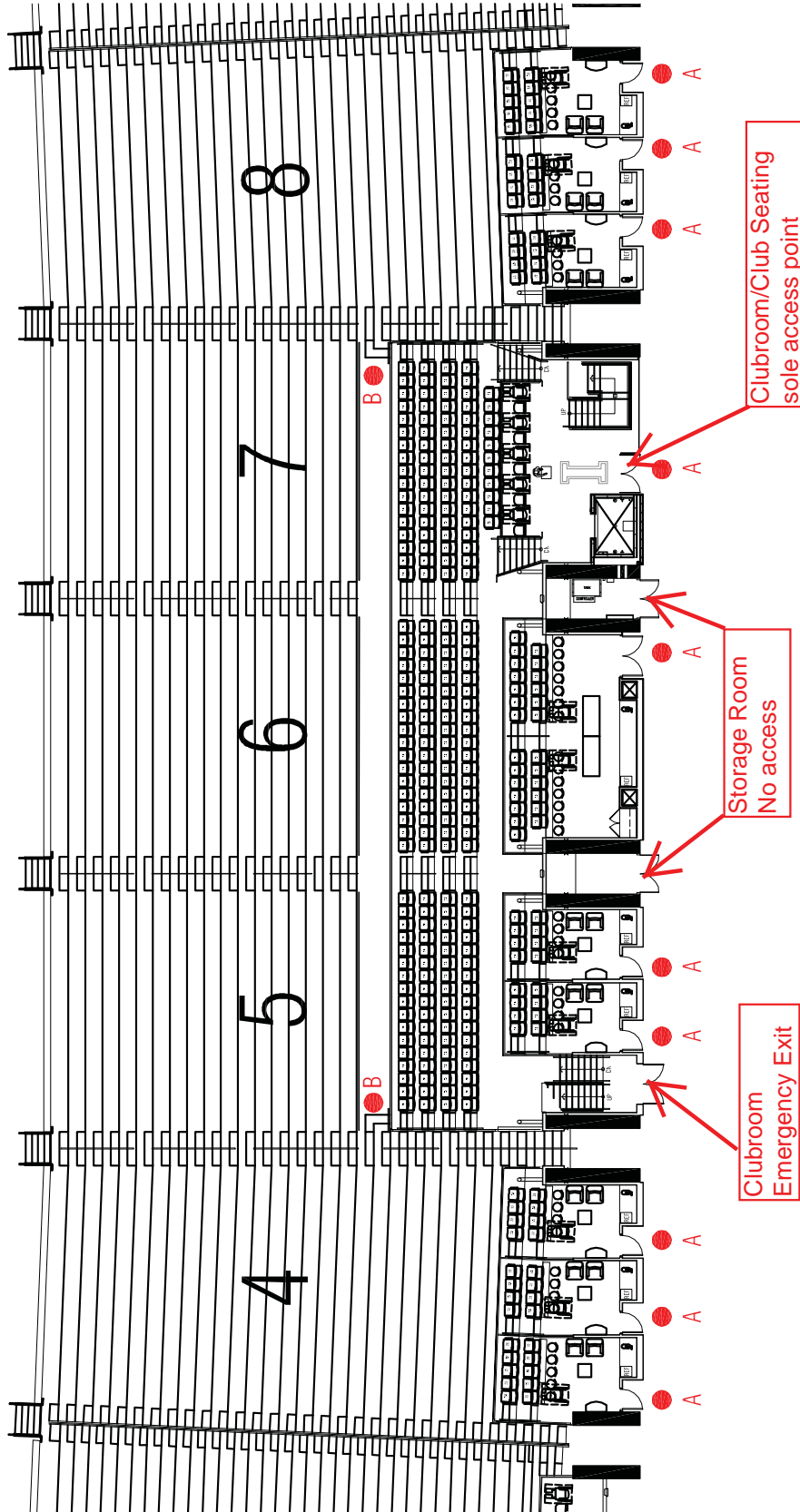
I move to approve the request by the University of Idaho to allow alcohol service during the 2014 football season and during the spring 2015 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center under the conditions outlined in Board Policy I.J. subsection 2.c.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_



PERSPECTIVE  
CLUB ROOM, CLUB SEATING, LOGE SEATING, AND MINI SUITES  
**ASUI KIBBIE ACTIVITY CENTER**  
UNIVERSITY OF IDAHO

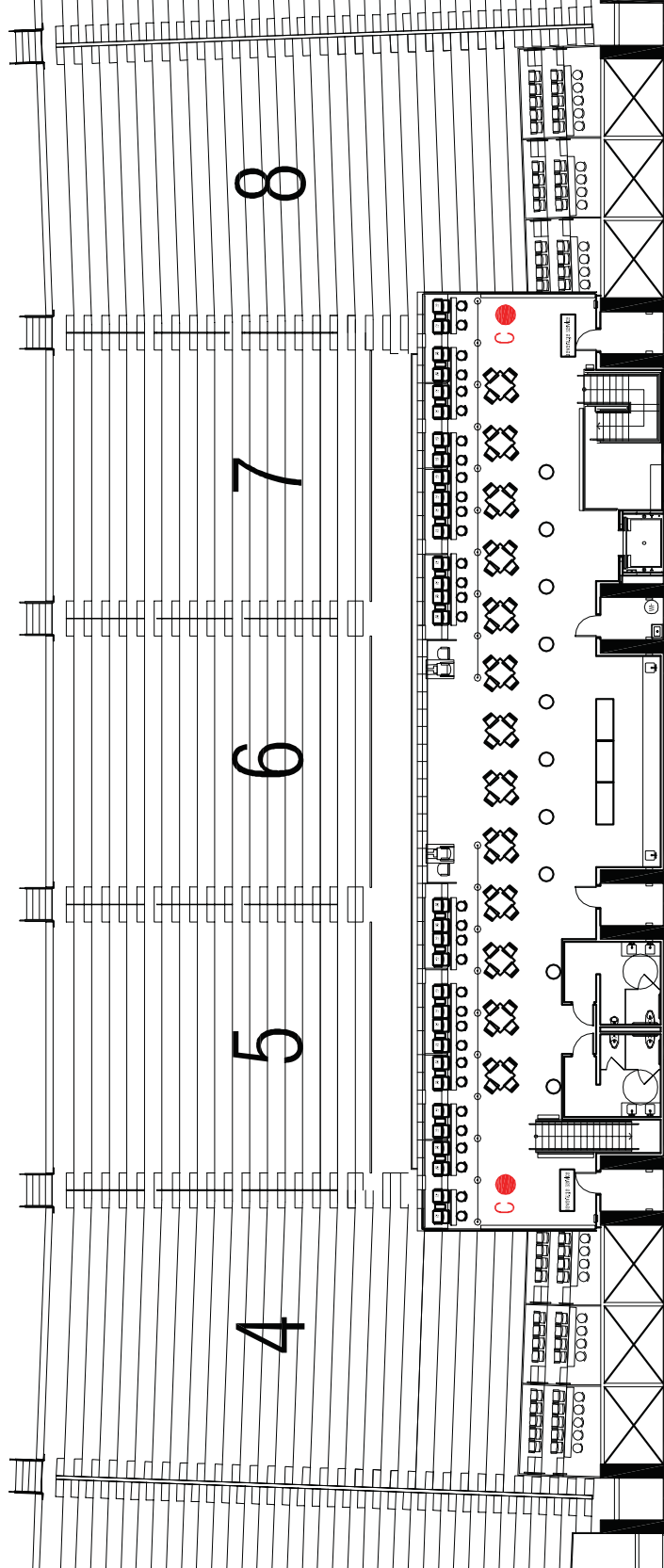
A = Security Personnel at individual suite access points and clubroom entry  
B = Security Personnel - monitors in lounge seating area



CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)  
CLUB SEATING, SUITES, AND CONCOURSE LEVEL

## ASUI KIBBIE ACTIVITY CENTER UNIVERSITY OF IDAHO

C = Security Personnel - Clubroom monitors



CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB ROOM LEVEL

ASUI KIBBIE ACTIVITY CENTER  
UNIVERSITY OF IDAHO

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**SUBJECT**

Alcohol Permits - Issued by University Presidents

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND/DISCUSSION**

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by, and in compliance with, Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the April 2014 Board meeting. Since that meeting, Board staff has received thirty-nine (39) permits from Boise State University, nine (7) permits from Idaho State University, and eighteen (18) permits from the University of Idaho.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

**ATTACHMENTS**

Attachment 1 - List of Approved Permits by Institution

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**BOARD ACTION**

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

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**APPROVED ALCOHOL SERVICE AT  
BOISE STATE UNIVERSITY  
April 2014 – June 2014**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Grid Iron Social	Stueckle Sky Center	X		04/11/14
Honey Comb Reception & Faculty Mixer	Yanke Center	X		04/17/14
The Gang Annual Meeting	COBE	X		04/24/14
Distinguished Professors Receptions	COBE	X		04/30/14
World Trade Day	Student Union Building	X		04/30/14
President's Club Spring Celebration	Student Union Building	X		05/05/14
Well's Fargo/RBI Launch Event	COBE	X		05/07/14
BSU Athletics Planned Giving Event	Football Complex Recruiting Lounge	X		05/14/14
Honorary Doctorate Luncheon	Student Union Building	X		05/17/14
Idaho SBDC Professional Development Conference	COBE	X		05/19/14
College of Engineering Award Banquet	Student Union Building	X		05/22/14
Annual Technology in Business Schools roundtable	Stueckle Sky Center	X		06/05/14
Dairy Boosters Auction	Stueckle Sky Center	X		06/06/14
Med Tech Conference	Stueckle Sky Center	X		06/12/14
One survivor Remembers – Community Lecture	Morrison Center		X	04/03/14
Curtis Stingers/Boise Philharmonic	Morrison Center		X	04/05/14
Timberline Booster club Dinner and Auction	Stueckle Sky Center		X	04/05/14
Alice in Wonderland/Ballet Idaho	Morrison Center		X	04/11/14 04/12/14

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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Wicked/Broadway in Boise Musical	Morrison Center		X	04/16/14 04/17/14 04/18/14 04/19/14 04/20/14 04/22/14 04/23/14 04/25/14 04/26/14 04/27/14 04/29/14 04/30/14 05/01/14 05/02/14 05/03/14 05/04/14
Idaho Dance Theatre Performance	Student Union Building		X	04/19/14
Start Up Treasure Valley Reception	COBE		X	04/19/14
Develop Idaho 2014	Stueckle Sky Center		X	04/23/14
Roosevelt Annual Fundraiser	Stueckle Sky Center		X	04/26/14
St. Luke's Foundation	Stueckle Sky Center		X	04/30/14
ISSA Reception	Student Union Building		X	05/01/14
Dkystra Wedding	Stueckle Sky Center		X	05/03/14
Fundraiser Fashion Show – Wine, Women and Shoes	Stueckle Sky Center		X	05/08/14
2014 Rocky Awards Boise Advertising Federation	Stueckle Sky Center		X	05/10/14
Sysco Product Showcase	Stueckle Sky Center		X	05/13/14
IWCF Annual Meeting	Student Union Building		X	05/19/14
Idaho Fish and Game Banquet	Student Union Building		X	05/21/14
Dealer Appreciation Dinner	Stueckle Sky Center		X	05/27/14
Lonnie Willis Memorial Service	Student Union Building		X	05/31/14
NPC Idaho Muscle Classic	Morrison Center		X	06/07/14
Kenny Rogers Concert	Morrison Center		X	06/08/14
Theresa Caputo	Morrison Center		X	06/10/14

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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Treasure Valley CFO Forum	Stueckle Sky Center		X	06/11/14
Western Gas forum	Stueckle Sky Center		X	06/18/14
McGrath Wedding Reception	Stueckle Sky Center		X	06/28/14

**CONSENT AGENDA  
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**APPROVED ALCOHOL SERVICE AT  
IDAHO STATE UNIVERSITY  
April 2014 – May 2014**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Meridian Open House/College of Pharmacy	1311 East Central Drive, Meridian Idaho	X		04/25/14
ASCLS Idaho Spring Convention	Little Wood River	X		05/01/14
Golden & Silver Reception	Bennion Promenade	X		05/08/14
CoSE Dean's Reception	Student Union Building	X		05/09/14
NWRCS 2014	University Place, Idaho Falls	X		05/14/14
ATR User Facility Poster Session	CAES Gallery	X		06/05/14
Truman Banquet	Bennion Student Union Building		X	05/03/14

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**APPROVED ALCOHOL SERVICE AT  
UNIVERSITY OF IDAHO  
March 2014 – June 2014**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
American Fisheries Society of Idaho Reception	Prichard Art Gallery	X		03/31/14
College of Art and Architecture Reception	Prichard Art Gallery	X		04/03/14
Interdisciplinary Faculty Research Reception	Brink Hall Faculty Lounge	X		04/04/14 06/04/14
CALS Ambassadors & UI Dairy Blub Gala	SUB Ballroom	X		04/04/14
College of Science Alumni Reception	Water Center	X		04/08/14
College of Law Advisory Committee Reception	UI College of Law, Boise	X		04/08/14
City and University Leadership Reception	President's Residence	X		04/08/14
UI English Dept Reception	Prichart Art Gallery	X		04/12/14
SBOE Reception and Dinner	Kibbie – Litehouse Center	X		04/16/14
Phoenix NSF STC co-PI meeting	UI Fire Lab, Moscow, ID	X		04/17/14
Welcome Reception – President Staben	Prichart Art Gallery	X		04/18/14
Dept of Physics Annual Awards Banquet	SUB Gold Room	X		04/21/14
Phi Beta Kappa Initiation	Commons Horizon/Aurora Room	X		04/24/14
University Excellence Awards Reception and Dinner	SUB Ballroom	X		04/29/14
Accounting Advisory board	Bogey's UI Golf Course	X		05/01/14
Dean's EXPO Reception	Vandal Ballroom Reception Area	X		05/01/14
Faculty Club Interdisciplinary Research Reception	Brink Faculty/Staff Lounge	X		05/02/14
President's Faculty and Staff Reception	Kibbie Dome	X		05/09/14
Urban Design Center Final Project Review	Water Center/Legacy Point	X		05/12/14
College of Law Commencement Reception	Kibbie Dome	X		05/17/14

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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
PSES Annual Departmental Meeting	Water Center/Legacy Point	X		05/20/14
Retirement for Drs. Daniel Edwards and Sharon Hutchison	Commons, Clearwater/Whitewater Rooms	X		05/23/14
Sara Joyce Preview Reception	Prichard Art Gallery	X		06/12/14
Chrysler memorial Reception	ALB 1 <sup>st</sup> Floor Gallery	X		06/14/14
UEC Nuclear Power Plant Tour	Tagaris, Richland WA	X		06/14/14
UEC Golf Scramble	Bogey's Grill	X		06/15/14
Men's Weekly Golf League	UI Golf Course	X		05/01/14 – 08/07/14

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**SUBJECT**

Request for Waiver of 103% Student Transportation Funding Cap for six school districts.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code

**BACKGROUND/DISCUSSION**

During the 2001 session, the Idaho Legislature amended Idaho Code 33-1006. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as “hardship” runs, and allow the district to receive a higher cap, based on the percentage of the district’s bus runs that are so categorized.

As of May 2, 2014, there were twenty two school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$357,937), Meadows Valley (\$23,110), St. Maries (\$11,945), Plummer-Worley (\$13,404), Blaine County (\$132,855), Garden Valley (\$45,415), Horseshoe Bend (\$1,516), Nampa (\$92,217), Caldwell (\$30,165), Soda Springs (\$13,193), Orofino (\$16,117), Wendell (\$42,450), Hagerman (\$10,205), Moscow (\$46,602), Salmon (\$16,818), Highland (\$10,422), Dietrich (\$9,946), Kellogg (\$57,308), Murtaugh (\$805), McCall-Donnelly (\$133,719), Compass Charter (\$5,772), and Vision Charter (\$18,589).

Of these twenty two, only six districts have routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Moscow, Orofino, Highland, Plummer-Worley, and St. Maries school districts. All six of these districts have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education.

**Garden Valley School District** submitted two school bus routes that met the required criteria. This represents 40.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Highland School District** submitted one school bus route that met the required criteria. This represents 20.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 123%.

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**Moscow School District** submitted three school bus routes that met the required criteria. This represents 20.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 123%.

**Orofino School District** submitted three school bus routes that met the required criteria. This represents 17% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 120%.

**Plummer-Worley School District** submitted one school bus route that met the required criteria. This represents 10% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 113%.

**St. Maries School District** submitted one school bus route that met the required criteria. This represents 5% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 108%.

**ATTACHMENTS**

Attachment 1 - Garden Valley Funding Cap Appeal Application	Page 5
Attachment 2 - Highland Funding Cap Appeal Application	Page 7
Attachment 3 - Moscow Funding Cap Appeal Application	Page 9
Attachment 4 - Orofino Funding Cap Appeal Application	Page 11
Attachment 5 – Plummer-Worley Funding Cap Appeal Application	Page 13
Attachment 6 – St. Maries Funding Cap Appeal Application	Page 15
Attachment 7 – Waiver Funding Cap 2014	Page 17

**BOARD ACTION**

I move to approve **Garden Valley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 143% for a total of \$36,327 in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve **Highland School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 123% for a total of \$10,422 in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**CONSENT AGENDA**  
**JUNE 18, 2014**

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I move to approve **Moscow School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 123% for a total of \$46,602 in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve **Orofino School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 120% for a total of \$16,117 in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve **Plummer-Worley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 113% for a total of \$13,404 in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve **St. Maries School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 108% for a total of \$11,945 in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA**  
**JUNE 18, 2014**

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**CONSENT AGENDA**  
**JUNE 18, 2014**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2013

District Name: Garden Valley

Number: 71

Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☐ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

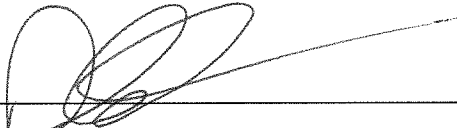
The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 15, 2013.

*Garden Valley school district Loman route meets the requirements for the funding cap appeal as checked above. This route averages 42 riders per 155 miles daily run which equals .27 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Loman route travels 155 miles a day, of which 22 miles has a slope of 5% or greater which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials. This is a hardship route.*

*Southfork route meets the requirements for the funding cap appeal as checked above. This route averages 11 riders per 28 miles daily run which equals .39 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Southfork route travels 28 miles a day, of which 5 miles has a slope of 5% or greater which equals 18% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials. This is a hardship route.*

*We have 5 routes; therefore, these routes represent 40% of our routes.*

Superintendent Signature: 

Date: 1/9/14

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2014**

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CONSENT AGENDA  
JUNE 18, 2014



STATE DEPARTMENT OF EDUCATION

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BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2013

District Name: Highland Jt.

Number: 305

Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☐ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 20.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 15, 2013.

Highland school district route 5 meets the requirements for the funding cap appeal as checked above. This route averages 20 riders per 110 miles daily run which equals .18 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 5 has 110 miles of road with 94 unpaved which equals .85, which is more than the majority on unpaved surface. These conditions were verified by SDE officials. This is a hardship route.

We have 5 routes, and this represents 20% of our routes.

Superintendent Signature:

*Rud Baumgardner*

Date:

1-27-14

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved \_\_\_\_\_ disapproved \_\_\_\_\_ the district's appeal and request at its regularly scheduled meeting on \_\_\_\_\_ at a Funding Cap Rate of \_\_\_\_\_ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2014**

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CONSENT AGENDA  
JUNE 18, 2014



STATE DEPARTMENT OF EDUCATION

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TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2013

District Name: Moscow

Number: 281

Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road.
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater.

The district is requesting a funding rate increase of 20.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 15, 2013.**

Moscow school district route 101 meets the requirements for the funding cap appeal as checked above. This route averages 55 riders per 84 miles daily run which equals .65 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 101 has 84 miles total with 28 miles at 5% slope or more, which equals 33% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

Route 102 meets the requirements for the funding cap appeal as checked above. This route averages 50 riders per 73 miles daily run which equals .68 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 102 has 73 miles total with 11 miles at 5% slope or more, which equals 15% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

Route 110 meets the requirements for the funding cap appeal as checked above. This route has 58 miles of road with 30 unpaved which equals .51, which is more than the majority on unpaved surface. Route 110 has 58 miles total with 14 miles at 5% slope or more, which equals 24% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

We have 15 routes; therefore, these routes represent 20% of our routes.

Superintendent Signature:

Date: 1/13/2014

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved \_\_\_\_\_ disapproved \_\_\_\_\_ the district's appeal and request at its regularly scheduled meeting on \_\_\_\_\_ at a Funding Cap Rate of \_\_\_\_\_ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2014**

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CONSENT AGENDA  
JUNE 18, 2014



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter

2013

District Name: Orofino Jt.

Number: 171

Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).



Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).



Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road.



Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 17.00 % more than the 103% percentage rate limit, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 15, 2014.

Orofino Jt. school district has a total of 8 routes that meet the hardship criteria, have included three.

Orofino school district route 6 meets the requirements for the funding cap appeal as checked above. This route averages 20 riders per 95 miles daily run which equals .21 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 6 has 95 miles total with 60 miles at 5% slope or more, which equals 63% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

Orofino school district route 10 meets the requirements for the funding cap appeal as checked above. This route averages 18 riders per 86 miles daily run which equals .20 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 10 has 86 miles total with 12 miles at 5% slope or more, which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

**CONSENT AGENDA  
JUNE 18, 2014**

verified by SDE officials. This is a hardship route.

Orofino school district route 32 meets the requirements for the funding cap appeal as checked above. This route has 44 miles of road with 24 unpaved which equals .54, which is more than the majority on unpaved surface. Route 32 has 44 miles total with 30 miles at 5% slope or more, which equals 68% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

We have 17 routes; therefore, these routes represent 17% of our routes.

*Robert J. Veen*

Superintendent Signature: \_\_\_\_\_

*1-21-2014*  
Date: \_\_\_\_\_

**Shaded Area Below is for State Department of Education Use Only**

The State Board of Education approved \_\_\_\_\_ disapproved \_\_\_\_\_ the district's appeal and request at its regular scheduled meeting on \_\_\_\_\_ at a Funding Cap Rate of \_\_\_\_\_ % greater than the 103% percent rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2014**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

**103% Funding Cap Appeal Application for Fiscal Year:**

Use Tab Key To Enter Data

2013

District Name: Plummer/Worley Jt. Number: 44

Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☐ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 10.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 15, 2013.

*Plummer Worley school district Kinkela/PM route meets the requirements for the funding cap appeal as checked above. This run averages 30 riders per 38 miles daily run which equals .78 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Kinkela/PM run travels 38 miles a day, of which 9 miles has a slope of 5% or greater which equals 23% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials. This is a hardship route.*

*We have 10 runs; therefore, this run represent 10%.*

Superintendent Signature: Jodi Shewett

Date: 2/18/2014

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The State Board of Education approved \_\_\_\_\_ disapproved \_\_\_\_\_ the district's appeal and request at its regularly scheduled meeting on \_\_\_\_\_ at a Funding Cap Rate of \_\_\_\_\_ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2014**

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**CONSENT AGENDA  
JUNE 18, 2014**

St. Maries Joint School District No. 41  
P. O. Box 384 - 240 S. 11<sup>th</sup> Street  
St. Maries, ID 83861  
Telephone: 208 245-2579  
Fax: 208 245-3970  
Website: <http://www.sd41.org>



*"Committed to Quality Education"*

January 17, 2014

Brandon Phillips  
Financial Specialist  
Idaho Department of Education  
P. O. Box 83720  
Boise, ID 83720

RE: St. Maries Joint School District No. 41 - 103% Funding Cap Appeal Application  
For Fiscal Year 2013

Dear Mr. Phillips:

Enclosed for your review and consideration is St. Maries Joint School District No. 41's 103% Funding Cap Appeal Application for Fiscal Year 2013. Please present the Application to the State Board of Education for their review process, and provide our District with a copy of the Board's decision.

Thank you, and if you have any questions, please contact either myself at the above address or Paula Queener, our District's Transportation Supervisor, at 208 245-3366.

Sincerely,



JOSEPH A. KREN  
Superintendent

JAK:kr

Enclosure

cc: Paula Queener, Transportation Supervisor  
Virginia Overland, State Department of Education

**CONSENT AGENDA  
JUNE 18, 2014**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

**103% Funding Cap Appeal Application for Fiscal Year:**

Use Tab Key To Enter Data

2013

District Name: **St. Maries Jt.**

Number: **41**

Date: **January 9, 2014**

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

**(Please check all applicable boxes by using mouse key).**

- ☐ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of **5.00** % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 15, 2013.**

**St Marie's Jt school district has a total of 7 routes that meet the hardship criteria, have included one.**

**Route B meets the requirements for the funding cap appeal as checked above. Route B has 101 miles of road with 66 unpaved which equals .65, which is more than the majority on unpaved surface. Route B has 101 miles total with 23 miles at 5% slope, which equals 23% of the route which is greater than the state requirement of 10% of the miles. This is a hardship route.**

**We have 21 routes, and this one represents 5% of our routes.**

JOSEPH A. KREN

Superintendent Signature:

Date:

*1/16/2014*

**Shaded Area Below is for State Department of Education Use Only**

The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on ☐ at a Funding Cap Rate of ☐ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

CONSENT AGENDA  
 JUNE 18, 2014

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider				
Fiscal Year 2013 Data - Approved Costs Reimbursed in Fiscal Year 2014 (Tenth Capped Year)				
Set percentage cap to apply to statewide average	103%	Riders per Mile	1.6	
Revised: 5/2/2014 Preliminary				
Statewide Averages before cap	Cost Per Mile	Cost Per Rider		
	\$3.63	\$816		
Statewide Averages after cap				
	\$3.74	\$840		
Total Savings From Cap	\$1,090,510	Capped Reimb.	Actual Reimb.	
Savings Following Appeals & State Board Action	\$955,693	\$73,343,518	\$74,434,028	

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y)	Total 100% Reimbursable Costs Eligible at 50%	Total 100% Reimbursable Costs Eligible at 85%	Total 100% Reimbursable Contract Costs Eligible at District-Run Rate 50-85%	Total 100% Reimbursable Costs
002	MERIDIAN JOINT DISTRICT	\$357,937	6.3%	\$8,686,419	\$1,555,187	\$0	\$10,241,606
011	MEADOWS VALLEY DISTRICT	\$23,110	43.3%	\$0	\$0	\$90,686	\$90,686
041	ST MARIES JOINT DISTRICT	\$11,945	2.8%	\$528,218	\$190,273	\$0	\$718,491
044	PLUMMER-WORLEY JOINT DISTRICT	\$13,404	7.1%	\$214,934	\$96,172	\$0	\$311,106
061	BLAINE COUNTY DISTRICT	\$132,855	15.3%	\$1,120,006	\$364,732	\$0	\$1,484,738

**CONSENT AGENDA**  
**JUNE 18, 2014**

<b>071</b>	<b>GARDEN VALLEY DISTRICT</b>	<b>\$45,415</b>	<b>32.0%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$241,164</b>	<b>\$241,164</b>
<b>073</b>	<b>HORSESHOE BEND SCHOOL DISTRICT</b>	<b>\$1,516</b>	<b>2.8%</b>	<b>\$59,881</b>	<b>\$28,180</b>	<b>\$0</b>	<b>\$88,061</b>
<b>131</b>	<b>NAMPA SCHOOL DISTRICT</b>	<b>\$92,217</b>	<b>2.8%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,554,120</b>	<b>\$5,554,120</b>
<b>132</b>	<b>CALDWELL DISTRICT</b>	<b>\$30,165</b>	<b>1.9%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,706,282</b>	<b>\$2,706,282</b>
<b>150</b>	<b>SODA SPRINGS JOINT DISTRICT</b>	<b>\$13,193</b>	<b>7.2%</b>	<b>\$184,972</b>	<b>\$107,284</b>	<b>\$0</b>	<b>\$292,256</b>
<b>171</b>	<b>OROFINO JOINT DISTRICT</b>	<b>\$16,117</b>	<b>4.6%</b>	<b>\$401,178</b>	<b>\$179,514</b>	<b>\$0</b>	<b>\$580,692</b>
<b>232</b>	<b>WENDELL DISTRICT</b>	<b>\$42,450</b>	<b>17.5%</b>	<b>\$248,900</b>	<b>\$138,769</b>	<b>\$0</b>	<b>\$387,669</b>
<b>233</b>	<b>HAGERMAN JOINT DISTRICT</b>	<b>\$10,205</b>	<b>14.8%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$116,840</b>	<b>\$116,840</b>
<b>281</b>	<b>MOSCOW DISTRICT</b>	<b>\$46,602</b>	<b>11.2%</b>	<b>\$422,105</b>	<b>\$243,317</b>	<b>\$0</b>	<b>\$665,422</b>
<b>291</b>	<b>SALMON DISTRICT</b>	<b>\$16,818</b>	<b>10.3%</b>	<b>\$169,195</b>	<b>\$92,506</b>	<b>\$0</b>	<b>\$261,701</b>
<b>305</b>	<b>HIGHLAND JOINT DISTRICT</b>	<b>\$10,422</b>	<b>7.1%</b>	<b>\$1,177</b>	<b>\$959</b>	<b>\$245,440</b>	<b>\$247,576</b>
<b>314</b>	<b>DIETRICH DISTRICT</b>	<b>\$9,946</b>	<b>13.4%</b>	<b>\$51,306</b>	<b>\$57,100</b>	<b>\$0</b>	<b>\$108,406</b>
<b>391</b>	<b>KELLOGG JOINT DISTRICT</b>	<b>\$57,308</b>	<b>11.9%</b>	<b>\$500,593</b>	<b>\$270,420</b>	<b>\$0</b>	<b>\$771,013</b>
<b>418</b>	<b>MURTAUGH JOINT DISTRICT</b>	<b>\$805</b>	<b>1.0%</b>	<b>\$88,517</b>	<b>\$47,126</b>	<b>\$0</b>	<b>\$135,643</b>
<b>421</b>	<b>MC CALL-DONNELLY DISTRICT</b>	<b>\$133,719</b>	<b>30.2%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$750,717</b>	<b>\$750,717</b>
<b>455</b>	<b>COMPASS CHARTER SCHOOL</b>	<b>\$5,772</b>	<b>5.5%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$178,219</b>	<b>\$178,219</b>
<b>463</b>	<b>VISION CHARTER SCHOOL</b>	<b>\$18,589</b>	<b>15.5%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$203,517</b>	<b>\$203,517</b>



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In-Lieu Costs	FY13 or FY14 SDE Program Assessment Fees Paid in FY13	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Cap Appropriate Percentage	Capped Amount Reimbursed for Eligible 50% Costs @ Approp %
\$0	\$43,737	\$10,197,869	2,498,515	11,345	\$4.08	\$899	112%	110%	TRUE	0.9364	\$4,066,982
\$0	\$286	\$90,400	13,721	29	\$6.59	\$3,117	182%	382%	TRUE	0.5659	\$0
\$2,747	\$2,739	\$713,005	185,375	325	\$3.85	\$2,194	106%	269%	TRUE	0.9717	\$256,675
\$4,518	\$1,226	\$305,362	75,719	156	\$4.03	\$1,957	111%	240%	TRUE	0.9279	\$99,882
\$24,663	\$5,190	\$1,454,885	328,578	1,060	\$4.43	\$1,373	122%	168%	TRUE	0.8443	\$474,731

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\$4,236	\$941	\$235,987	42,480	89	\$5.56	\$2,652	153%	325%	TRUE	0.6732	\$0
\$0	\$389	\$87,672	18,684	101	\$4.69	\$868	129%	106%	TRUE	0.9717	\$29,094
\$0	\$20,853	\$5,533,267	984,041	6,368	\$5.62	\$869	155%	106%	TRUE	0.9717	\$0
\$0	\$10,275	\$2,696,007	458,048	3,144	\$5.89	\$858	162%	105%	TRUE	0.981	\$0
\$37,172	\$1,174	\$253,910	56,742	279	\$4.47	\$910	123%	112%	TRUE	0.9196	\$86,544
\$5,967	\$2,443	\$572,282	145,627	523	\$3.93	\$1,094	108%	134%	TRUE	0.9537	\$191,441
\$0	\$1,431	\$386,238	85,184	359	\$4.53	\$1,076	125%	132%	TRUE	0.824	\$102,547
\$0	\$380	\$116,460	26,479	104	\$4.40	\$1,120	121%	137%	TRUE	0.8512	\$0
\$0	\$2,533	\$662,889	129,609	699	\$5.11	\$948	141%	116%	TRUE	0.8879	\$187,394
\$870	\$1,819	\$259,012	62,073	277	\$4.17	\$935	115%	115%	TRUE	0.8957	\$75,820
\$1,177	\$959	\$245,440	60,718	78	\$4.04	\$3,147	111%	386%	TRUE	0.9279	\$589
\$0	\$282	\$108,124	24,985	77	\$4.33	\$1,404	119%	172%	TRUE	0.8655	\$22,203
\$2,787	\$0	\$768,226	181,050	663	\$4.24	\$1,159	117%	142%	TRUE	0.8803	\$220,503
\$0	\$561	\$135,082	35,755	145	\$3.78	\$932	104%	114%	TRUE	0.9904	\$43,834
\$1,740	\$2,298	\$746,679	138,792	343	\$5.38	\$2,177	148%	267%	TRUE	0.6959	\$0
\$0	\$0	\$178,219	44,856	174	\$3.97	\$1,024	109%	125%	TRUE	0.945	\$0
\$0	\$787	\$202,730	45,788	190	\$4.43	\$1,067	122%	131%	TRUE	0.8443	\$0

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Capped Amount Reimbursed for Eligible 85% Costs @ Approp %	Capped Amount Reimbursed for Eligible Contract Costs @ Approp %	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Most Advantageous Cap Appropriate Percentage	With Waiver - Capped Amount Reimbursed for Eligible 50% Costs @ Approp %	With Waiver - Capped Amount Reimbursed for Eligible 85% Costs @ Approp %	With Waiver - Capped Amount Reimbursed for Eligible Contract Costs @ Approp %	Total Amount Reimbursed @ Statewide Avg Reimb% with Hardship Waiver (plus assessment fee and in-lieu)
\$1,240,200	\$0	\$5,307,182	\$5,665,119			0.0000	\$0	\$0	\$0	\$5,307,182
\$0	\$30,295	\$30,295	\$53,405			0.0000	\$0	\$0	\$0	\$30,295
\$157,221	\$0	\$413,896	\$425,841	TRUE	0.030	1.0000	\$264,110	\$161,732	\$0	\$425,841
\$75,927	\$0	\$175,809	\$189,213	TRUE	0.080	1.0000	\$107,467	\$81,746	\$0	\$189,213
\$262,439	\$0	\$737,170	\$870,025			0.0000	\$0	\$0	\$0	\$737,170

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\$0	\$96,606	\$96,606	\$142,021	TRUE	0.400	0.9346	\$0	\$0	\$132,933	\$132,933
\$23,284	\$0	\$52,378	\$53,894			0.0000	\$0	\$0	\$0	\$52,378
\$0	\$3,178,604	\$3,178,604	\$3,270,821			0.0000	\$0	\$0	\$0	\$3,178,604
\$0	\$1,563,564	\$1,563,564	\$1,593,729			0.0000	\$0	\$0	\$0	\$1,563,564
\$83,940	\$0	\$170,484	\$183,677			0.0000	\$0	\$0	\$0	\$170,484
\$145,618	\$0	\$337,059	\$353,176	TRUE	0.050	1.0000	\$200,590	\$152,587	\$0	\$353,176
\$97,407	\$0	\$199,954	\$242,404			0.0000	\$0	\$0	\$0	\$199,954
\$0	\$58,602	\$58,602	\$68,807			0.0000	\$0	\$0	\$0	\$58,602
\$183,876	\$0	\$371,270	\$417,872	TRUE	0.130	1.0000	\$211,053	\$206,819	\$0	\$417,872
\$70,590	\$0	\$146,410	\$163,228			0.0000	\$0	\$0	\$0	\$146,410
\$815	\$134,118	\$135,522	\$145,944	TRUE	0.080	1.0000	\$589	\$815	\$144,540	\$145,944
\$42,039	\$0	\$64,242	\$74,188			0.0000	\$0	\$0	\$0	\$64,242
\$202,343	\$0	\$422,846	\$480,154			0.0000	\$0	\$0	\$0	\$422,846
\$39,677	\$0	\$83,511	\$84,316			0.0000	\$0	\$0	\$0	\$83,511
\$0	\$308,378	\$308,378	\$442,097			0.0000	\$0	\$0	\$0	\$308,378
\$0	\$99,181	\$99,181	\$104,953			0.0000	\$0	\$0	\$0	\$99,181
\$0	\$101,262	\$101,262	\$119,851			0.0000	\$0	\$0	\$0	\$101,262

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Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed with FY12 for FY13 (after adjustment for hold-back in prior year)	Charter Advance Reimbursed with FY13 for FY14	Final Payment Amount	Final Payment Amount with \$7.5 Million Proportional Move to Discretionary Funding (IC 33-1006 (8))
\$3,341,669	\$0	\$0	\$0	\$8,648,851.00	\$7,777,279.00
\$19,716	\$1	\$0	\$0	\$50,012.00	\$44,972.00
\$134,472	\$7	\$0	\$0	\$560,320.00	\$503,856.00
\$77,507	\$2	\$0	\$0	\$266,722.00	\$239,844.00
\$299,924	\$15	\$0	\$0	\$1,037,109.00	\$932,598.00

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\$51,776	\$433	\$0	\$0	\$185,142.00	\$166,528.00
\$19,222	\$1	\$0	\$0	\$71,601.00	\$64,386.00
\$1,274,378	\$59	\$0	\$0	\$4,453,041.00	\$4,004,300.00
\$633,897	\$30	\$0	\$0	\$2,197,491.00	\$1,976,046.00
\$64,568	\$0	\$0	\$0	\$235,052.00	\$211,365.00
\$124,110	\$6	\$0	\$0	\$477,292.00	\$429,194.00
\$101,186	\$0	\$0	\$0	\$301,140.00	\$270,793.00
\$19,710	\$1	\$0	\$0	\$78,313.00	\$70,421.00
\$128,888	\$7	\$0	\$0	\$546,767.00	\$491,668.00
\$36,850	\$2	\$0	\$0	\$183,262.00	\$164,794.00
\$55,475	\$617	\$0	\$0	\$202,036.00	\$181,738.00
\$19,041	\$0	\$0	\$0	\$83,283.00	\$74,890.00
\$153,778	\$0	\$0	\$0	\$576,624.00	\$518,516.00
\$29,142	\$523	\$0	\$0	\$113,176.00	\$101,824.00
\$161,779	\$7	\$0	\$0	\$470,164.00	\$422,785.00
\$46,928	\$0	\$147,590	\$105,462	\$103,981.00	\$93,503.00
\$77,863	\$1	\$150,620	\$150,293	\$178,799.00	\$160,781.00

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**SUBJECT**

Requests for Approval to transport students less than one and one-half miles for the 2013-2014 school year.

**BACKGROUND/DISCUSSION:**

Section 33-1006, Idaho Code states that the "State Board of Education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, "bus testing," 49 C.F.R. part 665, and any revision thereto, as provided in subsection 4 of this section, or other State Department of Education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.

The transportation support program of a school district shall be based upon the allowable costs of Transporting pupils less than one and one-half (1½) miles as provided in section 33-1501, Idaho Code, when approved by the State Board of Education."

Standards for Idaho School Buses and Operations states: "All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state.

Consideration for reimbursement is contingent on the application for "Request for Safety Busing Reimbursement" being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began. All requests must be submitted on the Safety Busing form found on the Pupil Transportation Web site. Reminders e-mailed to all Districts and Charter Schools prior to March 31. All requests being recommended for approval are compliant with section 33-1006, Idaho Code.

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Attachment #1 contains a list of ninety-nine (99) school districts and ten (10) charter schools that applied for safety busing using correct form affecting 27,010 students with recommendation for approval.

**ATTACHMENTS**

Attachment 1- Memorandum requesting transport of students Page 3  
Attachment 2- List of safety busing requests recommended for approval Page 5

**BOARD ACTION**

I move to approve ninety-nine school districts (99) and ten (10) charter schools for approval to transport students less than one and one-half miles as listed in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**CONSENT AGENDA  
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**DEPARTMENT OF EDUCATION**

**P.O. Box 83720  
BOISE, IDAHO 83720-0027**

**MR. TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION**

**Division of Student Transportation**

## **MEMORANDUM**

**To:** Luci Willits, Chief of Staff  
Idaho Department of Education

**From:** Doug Scott, Director, Student Transportation

**Date:** April 25, 2014

**Subject:** **Item to State Board of Education Requests for Approval to Transport Students  
Less than One and One-half Miles**

The attached requests to transport students less than one and one-half (1½) miles are submitted to the State Board of Education for approval.

The attachment contains recommendations for approval for the following school districts that applied for safety busing.

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Office Location  
650 West State Street

Telephone  
208-332-6800

Speech/Hearing Impaired  
1-800-377-3529

FAX  
208-334-2228

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**Request to Transport Students Less than One and One-half Miles with Recommendation for Approval**

The following is a list of previously approved and new safety busing requests from various school districts to transport students less than one and one-half miles to and from school. The requests were approved by the local school district boards, and the students in the respective districts are currently being transported. All applications have been reviewed by Department of Education Staff and, in our opinion, meet safety-busing criteria.

Boise Independent School District No. 1

This request involves 1,012 students attending grades K through 9.

Meridian Jt. School District No. 2

This request involves 2,283 students attending grades K through 12.

Kuna Jt. School District No. 3

This request involves 359 students attending grades K through 6.

Meadows Valley No.11

This request involves 18 students attending grades K through 12.

Council School District No. 13

This request involves 33 students attending grades K through 12.

Marsh Valley Jt. School District No. 21

This request involves 90 students attending grades K through 12.

Pocatello School District No. 25

This request involves 1,522 students attending grades K through 12.

Bear Lake Co. School District No. 33

This request involves 104 students attending grades K through 5.

St. Maries Jt. School District No. 41

This request involves 38 students attending grades K through 8.

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Plummer/Worley Jt. School District No. 44

This request involves 40 students attending grades K through 12.

Snake River School District No. 52

This request involves 216 students attending grades K through 12.

Blackfoot School District No. 55

This request involves 585 students attending grades K through 12.

Aberdeen School District No. 58

This request involves 192 students attending grades K through 12.

Firth School District No. 59

This request involves 61 students attending grades K through 12.

Shelley Jt. School District No. 60

This request involves 323 students attending grades K through 6.

Blaine Co. School District No. 61

This request involves 555 students attending grades K through 12.

Garden Valley School District No. 71

This request involves 16 students attending grades K through 12.

Basin School District No. 72

This request involves 45 students attending grades K through 12.

Horseshoe Bend School District No. 73

This request involves 47 students attending grades K through 12.

West Bonner Co. School District No. 83

This request involves 80 students attending grades K through 8.

Lake Pend Oreille School District No. 84

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This request involves 185 students attending grades K through 6.

Idaho Falls School District No. 91

This request involves 1,269 students attending grades K through 12.

Swan Valley School District No. 92

This request involves 23 students attending grades K through 8.

Bonneville Jt. School District No. 93

This request involves 2,085 students attending grades K through 12.

Boundary County School District No. 101

This request involves 99 students attending grades K through 12.

Butte County Jt. School District No. 111

This request involves 58 students attending grades K through 12.

Nampa School District No. 131

This request involves 2,324 students attending grades K through 12.

Caldwell School District No. 132

This request involves 1,401 students attending grades K through 12.

Wilder School District No. 133

This request involves 130 students attending grades K through 12.

Middleton School District No. 134

This request involves 396 students attending grades K through 12.

Notus School District No. 135

This request involves 111 students attending grades K through 12.

Melba Jt. School District No. 136

This request involves 25 students attending grades K through 12.

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Parma School District No. 137

This request involves 65 students attending grades K through 5.

Vallivue School District No. 139

This request involves 571 students attending grades K through 12.

Grace Jt. School District No. 148

This request involves 29 students attending grades K through 12.

North Gem School District No. 149

This request involves 19 students attending grades K through 12.

Soda Springs Jt. School District No. 150

This request involves 201 students attending grades K through 12.

Cassia Co. Jt. School District No. 151

This request involves 536 students attending grades K through 12.

Orofino Jt. School District No. 171

This request involves 28 students attending grades K through 7.

Challis Jt. School District No. 181

This request involves 20 students attending grades K through 12.

Mackay Jt. School District No. 182

This request involves 27 students attending grades K through 12.

Glenns Ferry Jt. School District No. 192

This request involves 143 students attending grades K through 12.

Mountain Home School District No. 193

This request involves 275 students attending grades K through 12.

Preston Jt. School District No. 201

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This request involves 294 students attending grades K through 8.

West Side Jt. School District No. 202

This request involves 36 students attending grades K through 12.

Fremont Co. Jt. School District No. 215

This request involves 277 students attending grades K through 12.

Emmett Independent School District No. 221

This request involves 226 students attending grades K through 9.

Gooding Jt. School District No. 231

This request involves 132 students attending grades K through 12.

Wendell School District No. 232

This request involves 66 students attending grades K through 12.

Hagerman Jt. School District No. 233

This request involves 25 students attending grades K through 12.

Bliss Jt. School District No. 234

This request involves 59 students attending grades K through 12.

Cottonwood Jt. School District No. 242

This request involves 38 students attending grades K through 8.

Salmon River Jt. School District No. 243

This request involves 5 students attending grades K through 9.

Mountain View School District No. 244

This request involves 93 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251

This request involves 544 students attending grades K through 12.

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Ririe School District No. 252

This request involves 78 students attending grades K through 12.

West Jefferson School District No. 253

This request involves 58 students attending grades K through 12.

Jerome Jt. School District No. 261

This request involves 307 students attending grades K through 8.

Coeur d'Alene School District No. 271

This request involves 262 students attending grades K through 8.

Lakeland School District No. 272

This request involves 145 students attending grades K through 12.

Post Falls School District No. 273

This request involves 849 students attending grades K through 12.

Kootenai School District No. 274

This request involves 24 students attending grades K through 12.

Moscow School District No. 281

This request involves 237 students attending grades K through 12.

Genesee School District No. 282

This request involves 50 students attending grades K through 12.

Kendrick School District No. 283

This request involves 1 students attending grades K through 12.

Potlatch School District No. 285

This request involves 47 students attending grades K through 12.

Troy School District No. 287



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This request involves 44 students attending grades K through 9.

Salmon School District No. 291

This request involves 128 students attending grades K through 12.

Kamiah Jt. School District No. 304

This request involves 80 students attending grades K through 12.

Shoshone Jt. School District No. 312

This request involves 154 students attending grades K through 12.

Dietrich School District No. 314

This request involves 6 students attending K through 11.

Richfield School District No. 316

This request involves 12 students attending K through 12.

Madison School District No. 321

This request involves 408 students attending grades K through 12.

Sugar-Salem Jt. School District No. 322

This request involves 81 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331

This request involves 564 students attending grades K through 8.

Lapwai School District No. 341

This request involves 93 students attending grades K through 12.

Culdesac School District No. 342

This request involves 2 students attending grades K through 12.

Oneida Co. School District No. 351

This request involves 174 students attending grades K through 12.

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Marsing Jt. School District No. 363

This request involves 40 students attending grades K through 7.

Homedale Jt. School District No. 370

This request involves 273 students attending grades K through 8.

Payette Jt. School District No. 371

This request involves 462 students attending grades K through 12.

New Plymouth School District No. 372

This request involves 75 students attending grades K through 10.

Fruitland School District No. 373

This request involves 161 students attending grades K through 12.

American Falls Jt. School District No. 381

This request involves 159 students attending grades K through 8.

Rockland School District No. 382

This request involves 16 students attending grades K through 12.

Kellogg Jt. School District No. 391

This request involves 147 students attending grades K through 5.

Wallace School District No. 393

This request involves 137 students attending grades K through 12.

Teton Jt. School District No. 401

This request involves 84 students attending grades K through 5.

Twin Falls School District No. 411

This request involves 819 students attending grades K through 12.

Buhl Jt. School District No. 412

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This request involves 142 students attending grades K through 12.

Filer School District No. 413

This request involves 119 students attending grades K through 12.

Kimberly School District No. 414

This request involves 212 students attending grades K through 12.

Hansen School District No. 415

This request involves 70 students attending grades K through 12.

Castleford Jt. School District No. 417

This request involves 13 students attending grades K through 12.

Murtaugh Jt. School District No. 418

This request involves 62 students attending grades K through 9.

McCall-Donnelly Jt. School District No. 421

This request involves 195 students attending grades K through 12.

Cascade School District No. 422

This request involves 10 students attending grades K through 12.

Weiser School District No. 431

This request involves 329 students attending grades K through 12.

Midvale School District No. 433

This request involves 9 students attending grades K through 12.

Victory Charter No. 451

This request involves 7 students attending grades K through 12.

Compass Public Charter No. 455

This request involves 31 students attending grades K through 12.

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Falcon Ridge Charter No. 456

This request involves 18 students attending grades K through 8.

Liberty Charter No. 458

This request involves 8 students attending grades K through 8.

Vision Charter No. 463

This request involves 32 students attending grades K through 12.

Idaho Science and Tech Charter School No. 468

This request involves 17 students attending grades K through 8.

Legacy Charter No.478

This request involves 2 students attending grades K through 8.

Heritage Community Charter No.481

This request involves 76 students attending grades K through 12.

Thomas Jefferson Charter No.787

This request involves 7 students attending grades K through 12.

Idaho Arts Charter No. 788

This request involves 40 students attending grades K through 12.

**CONSENT AGENDA**  
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**SUBJECT**

Appointments to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-1252, Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC) as follows:

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 and Northwest Professional Educators. Resumes for interested individuals are attached.

Elementary Classroom Teacher:

Sindy Black, Jerome Joint School District  
Kathleen Davis, St. Maries Joint School District  
Kathy Duplessis, Kindergarten Core Knowledge Academy  
Jennifer Gates, Plummer/Worley Joint School District  
Jolene Gunn, Meridian Joint School District  
Donna Sulfridge, Mountain Home School District  
Betty Turner, Boise School District

**ATTACHMENTS**

Attachment 1 – Resume for Sindy Black	Page 3
Attachment 2 – Resume for Kathleen Davis	Page 11
Attachment 3 – Resume for Kathy Duplessis	Page 19
Attachment 4 – Resume for Jennifer Gates	Page 21
Attachment 5 – Resume for Jolene Gunn	Page 31
Attachment 6 – Resume for Donna Sulfridge	Page 39
Attachment 7 – Resume for Betty Turner	Page 43

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Attachment 8 – List of Professional Standards Commission Members      Page 51

**BOARD ACTION**

I move to appoint Donna Sulfridge as a member of the Professional Standards Commission, representing Elementary Classroom Teachers, for the remainder of a three-year term effective immediately and ending June 30, 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried: Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA****JUNE 18, 2014**

Exhibit J

Date submitted \_\_\_\_\_

**APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION**

Name Sindy Black School Jefferson Elementary  
Home Address 444 S. 200E Sch. Address Jerome 261  
City Jerome Zip Code 83338 City Jerome Zip 833308  
Home Ph. 208-531-6908 Sch. Ph. 208-324-8896 x2025  
E-mail Address sindy.black@jerome.schods.org  
PSC Position applied for: (a) ☒ classroom teacher  
(check one) (b) ☐ special education teacher  
(c) ☐ pupil personnel services

**PROFESSIONAL INFORMATION**

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary K-8 BS.</u>	<u>Aug. 2014</u>
<u>have sent in money and</u>	
<u>application for renew.</u>	

Education Background [Degrees and places obtained]

Degree	School
<u>K-8 Elementary BS</u>	<u>ISU 2004</u>
_____	_____
_____	_____

Professional Experience [Date, place and position]

Date	Place	Position
<u>Aug 2004 -</u>	<u>Jefferson</u>	<u>1st for 9 yrs.</u>
<u>present</u>	<u>Elementary</u>	<u>3rd my present</u>
_____	<u>Jerome</u>	<u>year</u>

(over)

## CONSENT AGENDA

JUNE 18, 2014

Professional Associations and related activities other than IEA/NEA  
(including offices)

Very active in church and work with  
youth for 13 yrs as president and  
organized a girls camp for 10  
of those years also. - BSA - trainer -  
trained adults and taught wood badge.

Community Involvement (Please list all community service or other community  
activities in which you have been involved and dates)

Jerome Boosters Club - Athletic  
Jerome Band boosters - organizing commitee -  
for trips to band activities. Marching  
competitions - Vice + Co-Vice -

The Professional Standards Commission meets as many as six (6) times a year.  
Each meeting spans two days. Additionally, Commission members may be asked  
to attend public meetings, attend State Board of Education meetings, and  
present at regional or state meetings. Will you be able to give the required yearly  
time to this position? YES X NO \_\_\_.

Applicant's signature

Lindy P. Black

Please attach resume, three (3) letters of recommendation, and statement  
of commitment to the profession.

Please keep file active  
1 yr. \_\_\_ 2 yr. X NO \_\_\_.

1/07



**CONSENT AGENDA  
JUNE 18, 2014**

444 So. 200 E.  
Jerome, Idaho 83338  
208-539-6908  
sindy.black@jeromeschools.org

**SINDY BLACK**

Tell Me I forget. Teach me I remember. Involve me and I learn.  
Benjamin Franklin

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**SKILLS & ABILITIES**

- Organization skills
- Commitment
- Technology skills
- Leadership skills
- Communication

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**EXPERIENCE**

**JEROME SCHOOL DISTRICT #261**

August 2004-present

- 1<sup>st</sup> grade team leader, planning agendas, field trips, PLC etc.
- District Math team looking into curriculum.
- A teacher representative for PTO (parent organization)
- Served on the building leadership team,
- Trained mentor for our school district. This is third time and this year I am mentoring two teachers.
- Class on Charlotte Danielson Framework for Teaching use this with our mentoring program.
- Class also in SIOP and Marazono strategies to help mentees.
- District Pay for Performance committee and Differentiate pay committee for the past two years.
- The past year I have attended the i3C, Schoolnet, Discovery workshops. (10 days) present concepts at staff meeting.
- Negotiations 4 years with district.

## **CONSENT AGENDA**

**JUNE 18, 2014**

### **EDUCATION**

**Rick's College now BYU-I Rexburg, Idaho 1975-1976 Associate in Family Services and Early Elementary Education**

**CSI Twin Falls** Various times in life to pick up extra credits.

**Idaho State University - Pocatello, Idaho 2001-2004**

I finished my schooling at ISU from CSI campus. I started in January and went straight until finishing in May of 2004. I was 45 when I started to finish my degree. I took no breaks and was able to finish with honors in May. My time there I carried 3.89. I tutored many students to finish their technology portfolios. I was in on some of new testing that was done. I took one of the first Praxis test, pedagogy test for Elementary and did extensive work for the Literacy test. I did real well on all test scoring well above what the norm became. I helped work on teaching portfolio with other student who struggled. I worked in the technology lab also during my time. I sat on the review board twice to interview new candidates for the teacher program. I put three teenager through Jerome High School and was there for my two elementary girls. I did my 409 and student teaching at Lincoln Elementary. Upon graduation I was able to get a job teaching in Jerome.

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### **LEADERSHIP**

**Church** – I have been very active in my church working with teenagers for 13 years. I had the opportunity to organize many activities for them some as small as 15 to 200 girls for a week long camp. (which I did for 10 years in a row) I have been the president of the youth and primary age children where I have been actively involved in those organizations.

**BSA – Boy Scouts of America:** For several years I was a trainer in the Cub scout program. Where I trained leaders at district roundtables or for individual troops. I helped organize day camps for the boys and many for their leaders. I spent 2 years working with Woodbadage program which is a weeklong training for Cub and Boy Scout leaders.

**IDEA-** I have been a member of Idaho Education Association all my teaching career. 10 yrs. I have sat on the JEA negation committee for 4 years. I have been president of our local, Jerome Education Association for the last two years. I have gone to many trainings and conferences with this organization. I went up to legislative hearing and my husband testified at those hearing what he believed to be the outcome

## **CONSENT AGENDA**

**JUNE 18, 2014**

of the laws that had been passed. I worked extensively in phone banks, door to door, and getting signature for recall of the votes. I attend the trainings that were held to help us become better leaders.

---

### **REFERENCES**

#### **JOLENE DOCKSTADER**

Jerome Middle School 7<sup>th</sup> Teacher

Letter enclosed

[jolene.dockstader@jeromeschool.org](mailto:jolene.dockstader@jeromeschool.org)

#### **DALE LAYNE**

Jerome School Superintendent

Letter enclosed

[dale.layne@jeromeschool.org](mailto:dale.layne@jeromeschool.org)

#### **GINA ORDEZ**

Idaho Milk, Purchasing

Letter enclosed

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**CONSENT AGENDA  
JUNE 18, 2014**

520 10<sup>th</sup> Ave. West  
Jerome, ID 83338  
April 16, 2014

Penni Cyr, President  
Idaho Education Association  
P.O. Box 2368  
Boise, ID 83701

SUBJECT: ~~Sindy Black~~

Dear Mrs. Cyr: *Penni*

This is a letter of recommendation for Sindy Black, a third grade teacher in the Jerome School District, to serve as an Elementary Classroom Teacher on the Professional Standards Commission. I have worked with Sindy for many years as a colleague at school and through the Jerome Education Association (JEA). I believe she will be a great asset to the committee as she is not only a great teacher and leader but she also makes sure that her interactions with both students and peers are ethical and professional.

Because of Sindy's work with JEA she is familiar with professional codes and standards of ethics, conduct, and professional practices pertinent to certified employees of the district. She has worked with and mentored teachers in her building to create an atmosphere that is both positive and encouraging to work in. Sindy has also worked on many committees in her building to write curriculum, write lesson plans, and establish routines for collaboration. And finally, Sindy is a veteran teacher which gives her experience and insight into the decisions the Commission works on with teacher education, teacher certification, and standards.

I hope you will consider nominating Sindy Black as a member of the Professional Standards Commission. Please contact me if you have any questions or if I can offer further information about her.

Sincerely,



C. Jolene Dockstader, Ed.D

**CONSENT AGENDA  
JUNE 18, 2014**

April 18, 2014

RE: Sindy Black

To Whom It May Concern:

I'm writing in reference to Sindy Black. I have known Sindy for about 8 years. We met when our children were in the Marching Band. I was Moderator of our Music Boosters and she was a member. As boosters we facilitated fundraisers, chaperoned events including traveling out of state with the band and provided direction and guidance for the band students. During our time as Music Boosters we developed a friendship that has lasted even though we are no longer members of the booster club.

Working with 100+ teenagers and their parents was not always an easy task. Sindy's temperament is one that has a calming effect and is beneficial in diffusing even the most difficult situation. She is often a voice of reason in times where it may have been questionable as to whether reason would be found.

Sindy's ability to observe and assess a situation and offer sound advice and reason was an asset for our organization. She adapts well to different situations and was able to work well with both our teenagers and adults.

Sindy is a great planner and practices her organization skills. She is detail oriented and was a great help when we were planning events helping to ensure that even the slightest detail did not get overlooked.

Sindy is pleasant to be around. She is compassionate and mindful of how her approach and words can affect others and yet speaks to the situation regardless of how uncomfortable it may be. I believe that those qualities make her a more successful communicator as well as a team member.

I am grateful to be associated with Sindy and believe that she would be an asset in any organization or position.

Sincerely,



Gina Ordaz

509 East J

Jerome, ID 83338

208-410-0269

**CONSENT AGENDA**

**JUNE 18, 2014**

***Jerome Jt. School District No. 261***

**District Office**

**125 4<sup>th</sup> Avenue West**

**Jerome, Idaho 83338**

**Telephone (208) 324-2392 • FAX (208) 324-7609**

**Dale Layne, Superintendent of Schools**

---



April 18, 2014

To The Professional Standards Commission Selection Committee:

I am writing this letter of recommendation for Mrs. Sindy Black, as part of her application process for a position on the Professional Standards Commission. Mrs. Black has worked in the Jerome School District for ten years at Jefferson Elementary School. During that time she has taught first and third grades. Five of those years, I was her the building principal at Jefferson Elementary and am now the district superintendent.

Mrs. Black holds the personal qualities that are required of someone serving on the Professional Standards Commission, including honesty and integrity. Mrs. Black has experience working in a cooperative team setting in that she has been willing to participate in building and district committees and teams.

I understand the Mrs. Black may need to participate in meetings that will require her not being in the classroom. The Jerome School District supports the commission and Mrs. Black as these become necessary.

Mrs. Black would be a good member of this committee, if she is selected.

Sincerely,

A handwritten signature in blue ink that reads "Dale Layne". The signature is fluid and cursive.

Dale Layne  
Superintendent of Schools

**CONSENT AGENDA  
JUNE 18, 2014**

**KATHLEEN A. DAVIS**

3058 Cherry Creek Rd.  
St. Maries, ID 83861  
Home Phone (208) 245-3801  
Cell (208) 582-0187

February 28, 2012

Penni Cyr, IEA President  
Idaho Education Association  
P.O. Box 2638  
Boise, ID 83701

Dear Ms. Cyr,

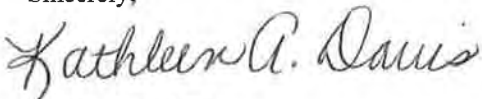
I respectfully submit my application and required documents for consideration for the IEA's selection of a representative to the Idaho Professional Standards Commission.

I believe it is imperative that the profession be protected from negative influences. One way in which we, as teachers, can help in this effort is to monitor practices which ensure that ethical conduct is employed at all times. This will not only make certain that those we come into contact are protected from wrong doing, but also ensure that those in the profession of education are not tarnished by the misdeeds or unprofessional choices of others. This review process also provides assurance that educators will be treated appropriately if accusations should arrive and that false accusations can be handled with integrity.

I have included the following documents: application, resume, statement of commitment to education, along with three letters of recommendation.  
Should you have additional questions, please contact me so that I might provide any necessary information.

Thank you for considering me as a candidate for this appointment.

Sincerely,



Kathleen A. Davis

Enc: PSC Application  
Resume  
Statement of Commitment to Education  
Letters of Recommendation  
D.Kachelmier  
D. Baerlocher  
N. Huddleston

CONSENT AGENDA  
JUNE 18, 2014

MAR 09 2012

Exhibit J

Date submitted \_\_\_\_\_

APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION

Name Kathleen A. Davis School St. Maries Middle School  
Home Address 3058 Cherry Creek Rd. Sch. Address 1315 Jefferson Ave.  
City St. Maries Zip Code 83861 City St. Maries Zip 83861  
Home Ph. 208 245 3801 Sch. Ph. 208 245-3495  
E-mail Address cherry3058@aol.com

PSC Position applied for: (a) ☒ classroom teacher  
(check one) (b) ☐ special education teacher  
(c) ☐ pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type		Expiration Date
Standard Elementary	All Subjects K-8	9-1-2013
Reading	K-12	9-1-2013
English	K-9	9-1-2013

Education Background [Degrees and places obtained]

Degree	School
<u>B.S. Elem Ed</u>	<u>Lewis-Clark State College, Lewiston, ID</u>
<u>M.Ed Curriculum &amp; Instruction</u>	<u>University of Idaho, Moscow, ID</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>1998-1999</u>	<u>Heyburn Elementary, St. Maries, ID</u>	<u>Substitute Teacher</u>
<u>1999-2005</u>	<u>UpRiver School, Fernwood, ID</u>	<u>Classroom Teacher/Title I</u>
<u>2000-2008</u>	<u>Heyburn Elementary, St. Maries, ID</u>	<u>Summer Reading Teacher</u>
<u>2005-present</u>	<u>St. Maries Middle School, St. Maries, ID</u>	<u>Classroom Teacher</u>

(over)



## CONSENT AGENDA

JUNE 18, 2014

### Professional Associations and related activities other than IEA/NEA (including offices)

St. Maries Education Association	2001-Present	Building Rep
St. Maries Education Association	2009-2011	Delegate
St. Maries Education Association	2005-present	Treasurer
SMEA	1998-present	Member
International Reading Association	1998-present	
Kappa Delta Pi		
University of Idaho Alumni Association		
Lewis-Clark State College Alumni Association		
National Teachers of English		
Idaho Library Association		

### Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Benewah County Library Board of Directors	2008-present
Benewah County Library Board of Directors Chairperson	2010-present
North Idaho Volleyball Club	1998-2006
St. Maries High School Booster Club	2000-present
St. Maries Church of the Nazarene	1990-present
Heyburn Parent Teacher Organization	1992-1998
P.E.O. International	2009-present
Parents Helping Parents	1999-2005

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO   .

Applicant's signature Kathleen P. Davis

**Please attach resume, three (3) letters of recommendation, and statement  
of commitment to the profession.**

Please keep file active  
1 yr.    2 yr. X NO   .

1/07

## CONSENT AGENDA

JUNE 18, 2014

KATHLEEN A. DAVIS

3058 Cherry Creek Rd.  
St. Maries, ID 83861  
Home Phone (208)245-3801

208 582-0187

**OBJECTIVE:** I would like the opportunity to serve on the Professional Standards Commission.

### QUALIFICATIONS

In my 14 years of teaching, I have provided appropriate instruction to children in grades Pre K-8. During this time I have taken additional responsibilities and focused on strengthening community involvement in our school. By seeking workshops and conferences that focus on subject areas for which I am responsible, I have attempted to use current research and data to offer my students an optimal learning environment. My experience has included working with preservice teachers, novice teachers, and with college instructors involved in mentoring new teachers in order to provide resources and support that will aid them in a positive transition into the profession.

### EDUCATION

*1974-1978* High School Diploma, St. Maries High School, St. Maries, ID  
*1994-1998* B.S. Elementary Education, Lewis Clark State College, Lewiston, ID  
*Endorsements in Reading K-12 and English K-9*  
*2002-2005* M. Ed. Curriculum and Instruction, University of Idaho, Moscow, ID

### EMPLOYMENT

*1998-1999* *Teacher, Heyburn Elementary, SD #041, St. Maries, ID*  
*Sept. - Jan* Served as support personnel for Special Education Department. Responsible for weekly activities for grades K-5.

*1999-1999* *Substitute Teacher, Heyburn Elementary, SD #041, St. Maries, ID*  
*Jan - June* Performed as long term substitute. Responsible for daily instruction and activities for twenty preschool age children including those with special needs.  
Responsible for all planning and assessment in fourth grade classroom. In addition assumed all committee activities and assignments for teacher on leave during the final academic quarter.

*1999-2005* *Classroom Teacher, UpRiver Elementary, SD #041, St. Maries, ID*  
Assigned instruction in Language Arts, Geography, and Math for grades 6-8. This position included work within the Title I program. During this time I served on the technology, spelling bee, and assemblies committees.

*2000-2008* *Teacher for Summer Reading Program, SD #041, St. Maries, ID*  
Provided remediation for students in primary grades identified through IRI assessments.

*2005-present* *Classroom Teacher, St. Maries Middle School, SD #041, St. Maries, ID*  
Language Arts, Grades 7-8, All subjects Grade 6  
Responsible for instruction in reading and English. Member of district professional development committee, and RTI team. Mentor for novice teachers. Facilitator for collaboration activities.  
Coordinator for building RTI team. Assisted in staff development for Danielson Evaluation Model.

### RELATED ACTIVITIES

*1998-present* Active Member St. Maries Education Association  
*2003-2005* St. Maries Education Association Building Representative  
*2008-present* St. Maries Education Association Treasurer; Delegate  
*2008-present* Benewah County Library Association Board Trustee  
Chair 2010-present  
*2010-present* Active member P.E.O.  
Chair - Scholarship committee 2010-present; Treasurer - 2012

**CONSENT AGENDA  
JUNE 18, 2014**

February 28, 2012

To Whom It May Concern:

I am writing this recommendation for Kathy Davis, a sixth grade teacher at St. Maries Middle School, for the PSC committee.

Kathy graduated with a Bachelor of Science degree from LCSC in 1998 with endorsements in Reading K-12, and English K-9. After substituting for one year, Kathy began her teaching career at Upriver Elementary where she taught Language Arts, Geography and Math for grades 6-8. During this time she served on the technology, spelling bee and assemblies committees. In 2005 she transferred to St. Maries Middle School where she taught Language Arts to the 7-8<sup>th</sup> grades. Presently she is teaching 6<sup>th</sup> grade. From 2000-2008 she was an instructor for the Summer Reading program offered here in St. Maries. In 2005 Kathy graduated with a masters degree in Curriculum and Instruction from the University of Idaho.

Kathy is truly an outstanding leader and a person who is dedicated to the teaching profession. She has been instrumental in leading our school district with the Charlotte Danielson evaluation process. Trained by the IEA, she has attended workshops, lead discussion groups in the district, and been a facilitator for the model. Her professional leadership has been noted in St. Maries School District as she has served on the district's professional development committee, text book selection committee, RTI team, a facilitator for collaboration activities, as well as a mentor for novice teachers.

In the community, Kathy has been active in P.E.O. and is currently serving on the Benewah County Library Association as a Board Trustee.

Kathy, an enthusiastic and engaging teacher, has excellent rapport and nurtures hers students to achieve success.

Kathy has been a member of her professional organization since becoming a teacher. She has served as a building representative, treasurer, and been a delegate to the IEA delegate assembly.

As a member of the Professional Standards Commission, Kathy would be a reliable, hard working and dependable individual. She is willing to commit her time and efforts necessary to work on this important committee. She has the background, motivation, and inspiration to work with her fellow educators. She would be an advocate for the teaching profession.

As a retired teacher and Region 1 board member, it is with great pleasure that I recommend Kathy Davis for the position on the Professional Standards Commission.

Sincerely,



**CONSENT AGENDA**  
**JUNE 18, 2014**

February 29, 2012

Re: Kathy Davis

Dear Sir/Madam:

It is my pleasure to recommend Kathy Davis as a candidate for the Professional Standards Commission. I have known Kathy for seven years. I began teaching within the district five years ago and was grateful and fortunate to have Kathy as my mentor. Her commitment to aiding me in my educational growth has continued long after my first year of teaching.

Recommending Kathy is an honor when considering her level of professional dedication to education. She has been the cornerstone in developing and implementing RTI within our building. Kathy continues to take a proactive approach in educating herself on the latest RTI development; then she collaborates with staff and RTI committee members to provide quality educational growth for all students.

Kathy's dedication in assuring student learning and staff accountability has branched out in many leadership rolls within the middle school. She thrives at the opportunity to aide in committee development that supports students, staff, and district growth. Kathy is also a leader on the school Professional Development team and as well as an active member of IEA. Her commitment to education and students continue with her active involvement in community committees such as the Benewah Library Association and our local P.E.O

Kathy enhances the commitment level within the building through her ethical and moral practices as an educator. Her leadership qualities, years of educational experience, and ethical standards, make her a person that is not only a leader but a trusted colleague and mentor for all staff members. Your committee would benefit from Kathy's strong leadership, professionalism, and her ability to create strong collaboration among staff.

Sincerely,



Nikki Huddleston

Language/Art Teacher



**CONSENT AGENDA  
JUNE 18, 2014**

*St. Maries Middle School*

Dennis Kachelmier, Principal/Athletic Director

Scott Sanford, Counselor  
Inga McCarter, Secretary

**February 29, 2012**

**Professional Standards Commission  
650 West State Street  
PO Box 83720  
Boise, ID 83720-0027**

**To Whom It May Concern;**

**It is my pleasure to recommend Kathleen A Davis for the classroom teacher opening on the Professional Standards Commission. Mrs. Davis has taught Language Arts at St. Maries Middle School for the past seven years, which coincides with my arrival as principal at St. Maries.**

**Mrs. Davis has been a leader in areas of curriculum, innovation, student personnel and staff development. Her professionalism is beyond her years of experience, and she is definitely a leader of teachers. The conduct of "Kathy" Davis is above reproach. In 30 years of education I believe Kathy Davis would be in the top two people I would recommend for this commission.**

**Her professional, collaborative demeanor would make her a good selection for the committee due to the ability to work well within a group. Mrs. Davis is professional in her communications to students, staff, and the public. I can think of no limitation or personal attribute that would cause me any area of concern with this recommendation. As a result I give Kathleen A. Davis my highest recommendation, without reservation. If I can provide further information, please feel free to contact me at 208-582-0213.**

**Sincerely,**

**Dennis Kachelmier, Principal**

**CONSENT AGENDA  
JUNE 18, 2014**

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**CONSENT AGENDA  
JUNE 18, 2014**

**KATHY DUPLESSIS**

Kathy's educational contributions span over 30 years of working with young children, their families and the wonderful people who dedicate their lives to teaching. She has an Associate in Early Childhood Education and a Bachelor's Degree in Elementary Education.

Not only has Kathy taught in preschool and elementary classrooms, she has mentored and trained preschool classroom teachers in her position as Education Specialist at Head Start. She was also given the responsibility of setting up and running a successful Head Start program in Rexburg. Her position with Idaho Stars provided her the opportunity to mentor and coach adults in the early childhood field.

Throughout Kathy's career, she has welcomed opportunities for travel, self-study and professional development. On her resume, please note her experience and awards serving on various boards and committees, including 10 years as Chairperson of First Book-Bonneville County. She has a strong record of commitment, teamwork and growth throughout her career.

Kathy's education and experience have prepared her well for the responsibility of serving on the Professional Standards Commission. I encourage you to give her your highest consideration. Kathy's resume' follows.

**CONSENT AGENDA**  
**JUNE 18, 2014**  
**Kathryn Duplessis**  
**3111 Brookstone Circle Ammon, ID 83406**  
**Home: (208) 528-8396 Cell: (208) 390-9505**  
**kduplessis@cableone.net**

**Professional Experience**

**2010-Present: Kindergarten Core Knowledge Academy Teacher**

Teach Core Knowledge curriculum enrichment experiences to kindergarten students who receive standards in the morning session. Providing additional educational opportunities utilizing community resources.

**2007-2010 White Pine Charter School Teachers' Aide**

Assisted Special Education Teacher in providing services for children in kindergarten through 3rd grade.

**2007-2008 Independent Contractor/Mentor Idaho AEYC**

Provided support, guidance, and information to apprentices in the Idaho Quality Child Care Apprenticeship Program.

**2003-2007: EICAP Head Start Early Childhood Education Specialist**

Eastern Idaho Community Action Partnership (formerly EISSA), Idaho Falls, ID  
Trained and Mentored preschool classroom teachers located in six Head Start Centers on Policies and Procedures and Developmentally Appropriate Practice ensuring compliance with Federal Head Start Performance Standards. From June 2006 to March 2007 also managed the program's Disabilities Services.

**2002-2003: Head Start Family Advocate**

EISSA, Idaho Falls, ID  
Provided home visit and outreach services for clientele. Prepared and presented educational materials on home visits, at parent meetings and through newsletters. Was responsible for file setup, maintenance and computer tracking. Participated one day a week in preschool classroom.

**2000-2002: Head Start Center Manager/Family Advocate**

EISSA, Rexburg, ID  
Set up and implemented Head Start program in Rexburg. Was responsible for Head Start preschool's daily operations, including home visits, teaching in the classroom, intake, client recruitment and enrollment, client communication, computer usage, community/ school district relations, recruitment, training and supervision of staff, parents and volunteers. Generated in-kind goods and services for non-profit agency. Performed public relations activities for community involvement.

**1995-2000: Head Start Family/Child Advocate (Preschool Teacher)**

EISSA, Idaho Falls, ID  
Taught 3-5 year olds in a preschool setting also conducting home visits with their families. Each school year gained progressively more leader/staff training duties.

**1993-1996: Substitute Teacher K-6 (Long-term positions in Kindergarten and First Grade)**

**1994 & 1996: Summer School Teacher's Aide**

**1993 Student Teacher: First grade & Fourth Grade**

**1983-1991: Child Care Teacher**

Taught 2-10 year olds in day care settings in Illinois and Montana. Trained staff, volunteers and practicum students in developmentally appropriate activities and center procedures.

**Education**

Idaho State University Pocatello, ID--B.S. Elementary Education 1993 (With Honors)  
Certification: Idaho Standard Elementary All Subjects K/8  
Award in Proficiency in Child Care, Champaign, IL 1989  
Danville College Danville, IL--A.S. Early Childhood Education 1983

**Professional Accomplishments/Affiliations**

Foster Grandparent Program of S.E. Idaho Board Member and Site Supervisor 2013-Present  
Northwest Professional Educator Member 2012-Present  
Girl Scouts of Silver Sage "Woman of Today" award 2012  
First Book-Bonneville County Chairman of the Board 2003-2013, National "Hero of the Month" Nov. 2006  
Idaho Head Start Association Staff of the Year for Early Childhood Education 2005  
Help Inc. Parents as Teachers Advisory Board and Volunteer 1999-2006  
Idaho Head Start Association "Teacher of the Year" 2001  
EICAP "Employee of the Year" 2001  
Big Brother/Big Sister Program Volunteer 1991-2002, "Big Sister of the Year" 1995



**CONSENT AGENDA****JUNE 18, 2014****Jennifer Gates**

12015 E. Lenora Drive  
Spokane Valley, WA 99206  
[jgates314@hotmail.com](mailto:jgates314@hotmail.com)  
(509) 998-9218

April 20, 2014

Ms. Penni Cyr  
President, Idaho Education Association  
620 N. 6<sup>th</sup> St.  
PO Box 2638  
Boise, ID 838701

Re: Professional Standards Commission

Dear Ms. Cyr,

I am interested in filling the Elementary Classroom Teacher position on the Professional Standards Commission. I have been an elementary teacher for seven years, but more importantly, a professional advocate for children for over 25 years as noted in my resume.

The Professional Standards Commission is a vital component to the learning community. I want our children to continue to move forward and this is another way to be a part of this movement. Holding teachers accountable and helping them to grow is an important aspect of education if we want to see our students thrive and become successful. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. One of the most important things we can do for our students is to make sure that we have teachers in place who truly are dedicated to the standards that have been set. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. I enjoy being a part of the changes and moving forward to help our children, not standing on the sidelines waiting for others to do the work.

My commitment to the profession is to always be striving to be better at enhancing the education of our children and that of our profession. Our children are our future, and I strive daily to produce an environment that makes them want to learn and to make sure that I continue to be open to learning every day as well. The Professional Standards Commission is the opportunity to assure quality teachers are in the classroom and to help those make needed changes if necessary.

Thank you for considering me for this position. I look forward to hearing from you.

Sincerely,

  
Jennifer Gates

# **CONSENT AGENDA** **JUNE 18, 2014**

Exhibit J

Date submitted April 24, 2014

## **APPLICATION FOR** **PROFESSIONAL STANDARDS COMMISSION**

Name Jennifer Gates School Lakeside Elementary  
 Home Address 12015 E. Lenora Drive Sch. Address 1157 E Street  
 City Spokane Valley, WA Zip Code 99206 City Plummer Zip 83851  
 Home Ph. (509) 998-9218 Sch. Ph. (208) 686-2144  
 E-mail Address jgates314@hotmail.com

PSC Position applied for: (a) ☒ classroom teacher  
 (check one) (b) ☐ special education teacher  
 (c) ☐ pupil personnel services

## **PROFESSIONAL INFORMATION**

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Standard Elementary, All Subjects K/8, Literacy K/12 - Idaho</u>	<u>9/01/2015</u>
<u>Residency Teacher, Elementary Education, Reading - Washington</u>	<u></u>
<u></u>	<u></u>

Education Background [Degrees and places obtained]

Degree	School
<u>Masters of Education</u>	<u>Whitworth University</u>
<u>Certification in Elementary Education</u>	<u>Whitworth University</u>
<u>Bachelor of Arts, Applied Psychology</u>	<u>Eastern Washington University</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>9/2007 - present</u>	<u>Lakeside Elementary</u>	<u>Second Grade Teacher</u>
<u>1/2007-5/2007</u>	<u>Trent Elementary, Spokane, WA</u>	<u>Student Teacher, 4th grade</u>
<u>7/1990-present</u>	<u>Excelsior Youth Center, Spokane, WA</u>	<u>Group counselor, medical coordinator assistant, Pro-Act Instructor</u>

(over)

**CONSENT AGENDA  
JUNE 18, 2014****Professional Associations and related activities other than IEA/NEA  
(including offices)**IEA - Plummer Worley President  

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**Community Involvement (Please list all community service or other community  
activities in which you have been involved and dates)**Girl Scouts  

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Boy Scouts  

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Upward coach  

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The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO   .

Applicant's signature

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**Please attach resume, three (3) letters of recommendation, and statement  
of commitment to the profession.**

Please keep file active  
1 yr.    2 yr. X NO   .

1/07

**CONSENT AGENDA****JUNE 18, 2014**

Jennifer Gates

12015 E. Lenora Drive

Spokane Valley, WA, 99206

jgates314@hotmail.com

(509)998-9218

**Summary of Professional Qualifications**

- Twenty-five years experience with at-risk children
- Thirteen years experience teaching Professional Assault Crisis Training
- Six year experience teaching Sunday School, Preschool – Third Grade

**Education****Whitworth University, Spokane, Washington**

Masters of Education

June 2011

Dean's List

**Whitworth College, Spokane, Washington**

Certification in Elementary Education – endorsement in Reading, emphasis in Social Studies

June 2007

Dean's List

**Eastern Washington University, Cheney, Washington**

Bachelor of Arts – Applied Psychology

January 1991

**Certification****Standard Elementary, State of Idaho, September 2007**

All Subject K/8

Literacy K/12

**Residency Teacher Certificate, State of Washington, June 2007*****Highly Qualified and Endorsed in the following areas:***

Elementary Education, September 16, 2006

Reading, January 13, 2007

**Professional Experiences**

- Teacher – Second Grade, Fall 2007 – present  
Lakeside Elementary, Plummer, Idaho

I participate in students learning while obtaining classroom management, on-going assessments, parent/community communication, Individual Education Plans, collaboration, along with many other day to day activities. I am currently a member of the Response to Intervention team, Positive Behavior Intervention System team, Student Study Team, and have been on the District Leadership team.

- Student Teacher – Fourth Grade, Spring 2007  
Trent Elementary, Spokane Valley, Washington

While student teaching, I participated in and was responsible for student learning, classroom management, assessment, parent communication, administering the WASL, parent conferences, math night, SST – Student Study Team, MDT – Multi-Disciplinary Team, summits, collaboration, student profiling, and other tasks as needed. In meeting Washington State/district standards, I completed a performance-based pedagogy assessment and developed a professional growth plan. I also had several field experiences between 2006 and 2007.

**Work Experience**

- Relief Counselor 9/07 – present  
Excelsior Youth Center, Spokane, Washington

I am responsible for at-risk children ages 10-18 who are economically, behaviorally, and emotionally challenged.

**CONSENT AGENDA****JUNE 18, 2014**

- Medical Coordinator Assistant 3/04-9/07  
Excelsior Youth Center, Spokane, Washington

I was responsible for overseeing the medication for the children and training for the staff in regards to the medication, Rebuilding Spokane Together, extensive experience and familiarity with economically, behaviorally, and emotionally challenged individuals.

- Senior Group Counselor 7/90-3/04  
Excelsior Youth Center

I was responsible for the staff and children residing there, staff trainings, mini-groups i.e. drug and alcohol education, anger management, independent living skills, recreation, sex education, victim awareness, etc; providing healthier living choices, parent/foster parent communication, MDT – Multi-Disciplinary Team, caseworker and attorney communication, Family Fun Day, development of treatment plans, conducted assessments, multi-disciplinary evaluation, and extensive experience and familiarity with economically, emotionally, and behaviorally challenged individuals.

- Pro-Act Instructor 3/93- 3/06  
Excelsior Youth Center, Spokane, Washington

I was responsible for the training and education for staff in crisis management. This training emphasized self-control, choices, teamwork, individuality, diversity, and age appropriateness. Pro-Act evaluates strengths and how to utilize those strengths to empower the children.

**References**

Mike Crabtree  
Principal  
Lakeside Elementary  
(208) 686-2199

Judi Sharrett  
Superintendent  
Plummer-Worley School District S  
(208) 686-1621

Teresa Hurliman  
Idaho Capacity Builder  
Spokane Schools Retired Principal  
(509) 570-6660

**CONSENT AGENDA****JUNE 18, 2014****Lakeside Elementary School**

P.O. Box 130, 1345 E. Street

Plummer, ID 83851

☎ (208) 686-1651 ☎ (208) 686-2118

<http://www.pwsd44.com>

2014

To Whom It May Concern,

It is an honor to write a letter of recommendation for Jennifer Gates. Jennifer is currently an elementary teacher at Lakeside Elementary School in the Plummer-Worley School District.

Jennifer is one of the most outstanding educators that I have had the opportunity to work with and learn from. She puts in a great deal of time and does a terrific job in all aspects of her responsibilities. Jennifer possesses a genuine passion for her students and is driven by a moral imperative to support all students to reach their potential. She is aware of all students' needs and knows how to reach each of them. Jennifer exhibits her dedication in all situations and interactions not only with students, but with her peers and administration. She truly gives one hundred percent with students, parents and staff. She will go the extra mile to help all students academically and socially whether they are in her classroom or someone else's.

The teachers respect Jennifer and learn from her knowledge level and develop compassion from her tender heart. Jennifer is a team player who has an excellent partnership with all staff and administrators in the Plummer-Worley School District. Jennifer has many leadership qualities and is very supportive with the overall educational activities of the School-Wide Title I Elementary School and district initiatives. She is engaged in weekly collaboration with teammates. During this collaboration time lessons are developed and student work is assessed.

Jennifer is always well-prepared, confident, and eager to teach students. She is highly knowledgeable with the curriculum and assessments as well as effective teaching strategies. She follows the state and common core standards in coordination with both the district and the school curriculum. She implements strategies to engage all students in high levels of learning. Jennifer presents herself in a highly professional manner; from communication with parents, to lesson planning, to delivering instructions, to collaboration among staff members. Jennifer models her strong abilities, skills, and professionalism in all areas of our school.

During Jennifer's daily lessons I have observed her to treat students with respect and courtesy. She listens to their responses, understands and uses methods for delivering the curriculum in a clear, sequential and thoughtful manner. She is able to move backward and forward in her lessons to accommodate for the differences in abilities of students during the delivery of instruction. She clearly understands that lesson plans are used as a tool and is comfortable to move toward the moment. It is evident Jennifer is highly skilled with differentiated instruction. Jennifer genuinely cares about her students and their needs both emotionally, socially, and academically.

Jennifer's engagement with activities and professional development is above and beyond most teachers. The following is just a sample list:

**CONSENT AGENDA  
JUNE 18, 2014**

Weekly collaboration with building resources  
Collaborated with Data Driven Dialogues  
Data Assessments (Formative & Summative)  
Differentiated Instruction  
Developing modifications and interventions  
Establishing and maintaining positive & collaborative relationships with parents  
Establishing and maintaining positive collaboration with staff and students  
Open communication with other providers to discuss needs of students and how to best align services  
District Staff Development  
Involved with Calibration Walk-Throughs  
Staff Walk-Throughs  
Common Core  
SBAC Training

People respect Jennifer because they admire her honesty and sincerity. She is kind and compassionate with students, staff and community. Jennifer always demonstrates a big heart in her dealings with people regardless of their age or position in life. She works to accommodate people whenever possible, but is never willing to sacrifice the education of a student in the process.

Jennifer works very hard and her dedication to her profession is outstanding. People adore her warmth and caring attitude. It is an honor to work with such a terrific person.

Sincerely,



Mike Crabtree  
Principal, Lakeside Elementary

**CONSENT AGENDA  
JUNE 18, 2014**

PO Box 130 \* 1157 E Street  
Plummer, ID 83851-0130  
Phone (208) 686-1621  
Fax (208) 686-2108  
www.pwsd44.com

**Plummer-Worley Joint School District No. 44**

4/15/2014

Dear Ms. Cyr,

I'm writing this letter of recommendation on behalf of Jenn Gates to serve on the Professional Standards Commission. Jenn has been a second grade teacher at Lakeside Elementary in the Plummer Worley School District since 2007. Jenn is interested in pursuing a vacancy on the committee through the IEA organization. As the Superintendent of this small district, I am well-acquainted with the quality of her teaching and feel qualified to speak to her character and work ethic.

I expect all staff to constantly strive to be impeccable and vigilant about the effect words and actions have on other people. It is also my expectation everyone uphold the highest level of confidentiality in the many sensitive issues arising as a result of being an employee of the Plummer Worley School District. It is one thing to set high expectations, however, it is rare for them to be met consistently by any individual.

Jenn Gates exceeds my expectations for staff. In a small district with many at-risk students, staff is presented with daily opportunities to demonstrate quality of character. A highly ethical teacher-leader, Jenn has been an asset to the elementary because of her high integrity and willingness to give honest feedback. She applies 100% of herself to *everything* she does with a sense of humor and without complaint.

Jenn Gates is a powerhouse as a person and staff member. The best part about Jenn is her calm yet firm demeanor. Jenn is self-motivated, caring, intelligent, and enthusiastic in her drive to always do her best in service to others. For these reasons and more, I believe Jenn Gates would be a great choice to serve on the Professional Standards Commission.

Sincerely,

  
Judi Sharrett, Superintendent



**CONSENT AGENDA  
JUNE 18, 2014**

April 23, 2014

To whom it may concern,

I am pleased to write a letter of recommendation for Jennifer Gates. I have known Jenn for the past 6 years at Lakeside Elementary where she has been a teacher and I have been a school improvement coach.

During this time, I have had a chance to observe and work with Jenn. First and foremost, she is a quality teacher; her classes are structured so students know what to expect. Jenn differentiates her instruction with her students by digging down deep to determine what each child needs, and developing a plan for them. She keeps track of student progress and makes adjustments to the student's program when needed. Besides focusing on a quality academic program, Jenn is one of those teachers that values strong relationships with her students.

Jenn is a natural leader. Her peers seek her input and advice. She has effectively served on various teams and committees, helping move the school forward. She has also been an asset to her school by sharing her expertise with de-escalation skills and has provided training to them in the past. Recently, she has assumed the role of Union president for Plummer-Worley School District and is well respected in that role.

Jenn is warm, personable and cares about people. She is an excellent communicator, equally comfortable expressing concerns, as well as communicating when things are going well. She is intelligent, curious and always open to learning something new.

In summary, Jenn is the kind of person you want on your team. She is hard working, reliable and a can-do person. She has a great sense of humor and helps contribute to a positive team culture. She is energetic, enthusiastic and her positive attitude is a plus in developing collaborative relationships with staff and parents.

I strongly recommend Jenn as a competent teacher, collaborator and leader. I consider her an asset to any leadership position and would strongly encourage you to consider her for your position.

Sincerely,

Teresa Hurliman



Idaho Capacity Builder  
Spokane Schools Retired Principal  
509-570-6660

**CONSENT AGENDA  
JUNE 18, 2014**

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**CONSENT AGENDA****JUNE 18, 2014****GALILEO****STEM School****Science, Technology, Engineering and Math**

Suanne McCullough, Principal

4735 West Saguro Drive

Eagle, ID 83616

Phone 208-350-4105 \* Fax 208-350-4119

April 25, 2014

Dear Professional Standards Commission:

Jolene Gunn is a fourth grade teacher at Galileo STEM Academy. I have had the pleasure of working with Jolene at Galileo since we opened the school in August 2007.

Jolene works closely with a team of five other teachers in the fourth and fifth grade levels at Galileo. We are a K-8 school with a population of 735 students. The teachers work closely together and collaborate every Wednesday morning to discuss student achievement and behaviors and how to coordinate and improve the instruction at Galileo to meet the needs of our specific student population. Jolene is a master teacher and offers much to the collaboration discussions of her own grade level and the other grade levels she attends. She also has served as a mentor to many student teachers at Galileo over the years. Jolene is liked and respected by the staff at Galileo and the Galileo extended community. Many seek her out for advice because of her expertise in the field of education.

In working with Jolene I have found her integrity to be impeccable. Jolene understands the Professional Standards document and her professional actions reflect those standards. Jolene keeps the confidentiality of all sensitive and protected student and educational information. She abides by all policies, laws and statutes. Her relationships with students is professional both inside and outside of the classroom. She does not abuse drugs or alcohol. Jolene is honest at all times and in all circumstances. She does not accept favors or bribes from anyone. The gifts she may receive are things her students have made for her and are appropriate for a students to give their teacher. Jolene has reported alleged breaches in the code of ethics for Idaho Professional Educators so these breaches could be addressed and stopped. She is very responsible, proactive and analytical in her approach to problem solving and planning. She remains calm under pressure and can calmly discuss emotional issues with staff, students and parents rationally. She works countless hours to be sure her instruction is meeting the individual learning needs of her students, and that the feedback she provides to the staff is based on sound teaching practice and research. Jolene handles all of her professional responsibilities with enthusiasm and integrity. I trust Jolene's professional judgment. The staff, students, parents and patrons of Galileo respect Jolene and enjoy working with her.

It is my considered opinion that Jolene would be an excellent candidate for a seat on the Professional Standards Commission Board, and it is on this basis that I offer her my personal endorsement in this endeavor.

Sincerely,

Suanne McCullough  
Principal

## CONSENT AGENDA

**JUNE 18, 2014**

## Exhibit J

Date submitted 4-25-14

**APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION**

Name Jolene Gunn School Galileo STEM Academy  
Home Address 1444 Falcon Rim Ct. Sch. Address 4735 W. Saguaro Dr.  
City Eagle Zip Code 83616 City Eagle Zip 83616  
Home Ph. (208) 830-0999 Sch. Ph. (208)  
E-mail Address gunn.jolene@meridianschools.org  
PSC Position applied for: (a) ☒ classroom teacher  
(check one) (b) ☐ special education teacher  
(c) ☐ pupil personnel services

## PROFESSIONAL INFORMATION

**Current certificate(s) [Include endorsements with expiration dates]**

Type	Expiration Date
Elementary K-8	2017

**Education Background [Degrees and places obtained]**

Degree	School
<u>Elementary Education - BA</u>	<u>Boise State</u>
<u>Secretary - Stenographer - AAS</u>	<u>College of Southern Idaho</u>

### Professional Experience [Date, place and position]

Date	Place	Position
<u>1998 - Present</u>	<u>Meridian District</u> St. Edwards	<u>4<sup>th</sup> grade teacher</u>
<u>1995 - 1998</u>	<u>Twin Falls, Id</u> College of Southern Idaho	<u>4<sup>th</sup> grade teacher</u>
<u>1994 - 1995</u>	<u>Twin Falls, Idaho</u>	<u>Adult Basic Education &amp; Beginning ESL - Adult.</u>

(over)

**CONSENT AGENDA  
JUNE 18, 2014**

Professional Associations and related activities other than IEA/NEA  
(including offices)

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Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Testified at legislative session - 2011

Attended legislative hearings - 2011, 2012, 2013

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The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES ☒ NO ☐.

Applicant's signature

Jolene Gunn

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Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active  
1 yr. ☐ 2 yr. ☒ NO ☐.

1/07

**CONSENT AGENDA**  
**JUNE 18, 2014**  
**Jolene Gunn**

1444 Falcon Rim Ct.

Eagle, Idaho 83616

(208) 830-0999

gunnrj2@msn.com

**CERTIFICATES: Elementary Education K-8 with Driver's Training Endorsement**

**CAPABILITIES:**

- Prepare outlines and lesson plans for course of study
- Use data to evaluate needs and abilities of students to obtain projected yearly growth
- Use a variety of instructional methods to accommodate various learning styles
- Differentiate lessons and activities
- Maintain order and discipline within the classroom using positive reinforcement
- Use technology, a variety of software, and audiovisual equipment for instructional purposes
- Collaborate and work well with a variety of people

**ACHIEVEMENTS:**

- Organized and taught 4<sup>th</sup> grade math class for parents
- Wrote social studies evidence pieces for district use
- Selected and served on design team for Galileo STEM Academy
- Served on District and School Improvement Teams
- Worked on district committee to adopt new math series
- Voted building Teacher of the Year
- Nominated as a Disney Hands teacher
- Wrote items for NWEA for ISAT
- Renaissance Learning Model Classroom for reading
- Initiated Accelerated Math use in current building
- Served as a scorer for the Direct Math Assessment and Direct Writing Assessment (6 years)
- Collaborated on implementation of a school-wide peer mediation program
- Co-wrote a successful grant for a portable planetarium
- Recognized by Oregon Department of Education Chapter I for Parent Center
- Organized a teacher and parent inservice featuring Jim Fay
- Facilitated teacher inservice on computer usage and parenting classes

**WORK HISTORY**

8/98 to present	Meridian School District – Galileo STEM Academy, Seven Oaks Elementary, Summerwind Elementary <b>4<sup>th</sup> Grade Teacher</b>	
8/95 to 5/98	St. Edward's Catholic School - <i>State Accredited</i> <b>4<sup>th</sup> Grade Teacher</b>	Twin Falls, Idaho
1/95 to 7/95	College of Southern Idaho <b>Adult Basic Education and ESL Teacher</b> - math, reading, writing	Twin Falls, Idaho
10/92 to 12/94	Pine-Eagle School District <b>Chapter I Reading and Math Teacher, Substitute Teacher, Teaching Assistant, Cheerleader Advisor, and Parent Resource Center Coordinator.</b>	Halfway, Oregon

**EDUCATION:**

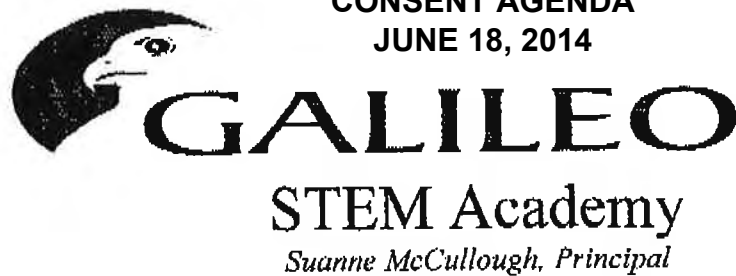
- Boise State University                      Boise, Idaho
- 1991 - B. A. Elementary Education - Graduated Cum Laude

**CONSENT AGENDA  
JUNE 18, 2014**

**PROFESSIONAL AFFILIATIONS:** Idaho Teachers of the Gifted (past member)  
National Council for Teachers of Mathematics (past member)

**BUILDING TEAMS, COMMITTEES, & ACTIVITIES:** STEM Committee  
Science Fair Team  
Assembly Committee  
Academic Task Force  
School Improvement Team  
Coached Idaho History Bee Team

**INTERESTS:** computers, local history, music, jet boating, and reading



April 23, 2014

To Whom It May Concern,

This letter of recommendation is written with great confidence and a strong desire to help Jolene Gunn secure a position on the Professional Standards Commission Committee for 2014-2015.

Jolene is very dedicated to the profession of educating children. She has been teaching for over 20 years in the state of Idaho. I have worked closely with her for seven years teaching fourth grade at Galileo STEM Academy. Jolene strives for excellence when it comes to professionalism and teaching practices. She holds herself to a high standard of accountability in regards to educating her students. She takes college courses in order to provide the best possible academic experience. Jolene maintains a relationship of mutual respect and integrity with each and every student, parents, patrons of the community, and her colleagues. Jolene follows and presents the Common Core Standards and Meridian School District adopted curriculum to her students with integrity and thoughtful consideration of the needs of her students. Jolene complies with state and federal laws and local school board policies relating to the confidentiality of student records. She fulfills the obligations of her contract and conducts herself in a very professional manner. She is respected by her administrator, colleagues, students, and parents.

Jolene is dependable and punctual which are characteristics that make for an ideal member of the Professional Standards Commission Committee. Given the opportunity, Jolene will be a dedicated and effective member of the committee who will truly strive to do her best to represent the teachers of Idaho.

Jennifer Sebesta  
4<sup>th</sup> grade teacher at Galileo STEM Academy  
208-350-4105

4725 West Saguaro Drive, Eagle, Idaho 83616  
Phone 208-350-4105 \* Fax 208-350-4119



**CONSENT AGENDA  
JUNE 18, 2014**

April 25, 2014

To Whom It May Concern:

I would like to recommend Mrs. Gunn for the elementary teacher position on the Professional Standards Commission. I believe Mrs. Gunn is an excellent choice for your committee. As I learned more about the CORE Standards, I was a little worried about the changes for my now current 4<sup>th</sup> grader. Mrs. Gunn eased my worries. She is well educated on the new CORE Standards. Mrs. Gunn stays up-to-date with CORE Standards. Not only does Mrs. Gunn have a mastery of the necessary skills and concepts, she also helps students develop an understanding of the same concepts.

This year Mrs. Gunn offered parent classes in the evening, on her own time, to help us understand the "new math". She taught us just like she teaches her students. She let us solve problems using our new strategies and share our ideas. We not only learned from her, we learned from each other. She is a master teacher that teaches with a fair, firm, and consistent manner.

I have known Mrs. Gunn for several years and have always found her to be intelligent, articulate, and personable. Mrs. Gunn adapts to new situations and uses several strategies to reach her students. She has a great rapport with both students and parents. She relates well to people of all ages. She makes learning fun while maintaining control of her classroom.

In closing, I believe that Mrs. Gunn would make a great addition to your committee.

Respectfully,



Jill Janicek

[vjaajan@q.com](mailto:vjaajan@q.com)

(208) 514-6226

**CONSENT AGENDA**  
**JUNE 18, 2014**

**My Commitment to the Education Profession**

I am an educator, a teacher. And as such, I hold the firm belief that teaching is the most important and rewarding profession one can aspire to.

Our society depends on an educated population to ensure the safety and continuation of our democratic way of life. Even in elementary school, students acquire knowledge and skills they will need to lead fulfilling lives and to become informed, productive citizens.

Teachers are educated professionals. All potential teachers need to be educated in child development and skilled in using classroom management techniques. They need opportunities to observe classrooms and participate in student teaching programs with master teachers. Like other professionals, teachers need opportunities to participate in professional development to keep content fresh and to stay up-to-date on best practices.

Teachers are role models for students in and out of the classroom. Expected behaviors must be modeled daily for students to build a community that operates on the principles of caring and respect. Teachers show the importance of and promote lifelong learning with their students.

Educators work as members of a team and know that collaborating with peers, administration, and parents help students reach their highest potential. Working in partnership with all the stakeholders in a child's life creates a safe environment that is fostered by respect between home and school.

A handwritten signature in cursive script, reading "Jolene Gunn". The signature is written in black ink and is positioned below the main body of text.

**CONSENT AGENDA  
JUNE 18, 2014**

**DONNA SULFRIDGE**

Donna will bring a wealth of teaching experience, wisdom and depth of understanding to the Professional Standards Commission (PSC). Donna is interested in serving on the PSC in order to yield excellence in teacher development. She believes that supporting and guiding good teachers is the best way to help students achieve more than just high test scores, namely, and more importantly, to reach their dreams. Teachers inspire students and she hopes to encourage teachers through her contributions on the PSC.

Donna loves working with people---students, parents, colleagues, and the general public. She has faced many challenges in dealing with people, possessing and demonstrating the wisdom and caring that people appreciate. Additionally, she values working in groups to solve problems for the good of Idaho's children.

Within three years of receiving her degree in Elementary Education, Donna was voted Teacher of the Year at Star Elementary School in the Meridian School District, became **one of the District's first Mentor Teachers**, and ran the Title One summer school program and the Reading is Fundamental Program for her school.

Donna began her **Master's Degree in Reading and moved to Mountain Home to Base** Primary School. It was here where she learned to organize huge field trips to the pool (on bikes) or to farms and sand dunes as well as how a group of teachers can run a very profitable carnival. Here she threw herself into teaching Everyday Math, the Writing Workshop, and Hands on Elementary Science, guiding her students in Discovery Lessons in Science and Social Studies.

**Throughout Donna's** career, she has gone over and above her classroom responsibilities to contribute to the profession by serving on textbook adoption and curriculum committees, piloting math curriculums and serving on a district retention policy committee. She served on the School Wide Title One Committee and RTI Committee and currently serves on the School Improvement Team.

As a veteran teacher, Donna has experienced all of the changes and challenges brought on by No Child Left Behind and meeting Adequate Yearly Progress goals. Despite the inevitable large pendulum swings in education, she has always seen the wisdom of providing **a balanced approach. As the curriculum has evolved to more "a mile deep and an inch wide"** focus, she has made sure to adapt when witnessing a lack of student engagement.

**CONSENT AGENDA**  
**JUNE 18, 2014**

Donna earned her **Master's Degree in Educational Leadership from the University of Idaho** in May of 2012. She was encouraged to pursue educational leadership by her pastor, Dr. Robert Colson, who told her that she would make an excellent administrator. **He had witnessed her leadership as the director of the church's music ministry for the past eleven years and by her work as a youth group leader.**

**Donna's first passion has been for her students' welfare and learning.** Her acceptance as a PSC member will allow her to support, guide, and help teachers in these difficult times for both educators and students. Please give her your strongest consideration.

Please see Donna's accompanying resume' below.

# CONSENT AGENDA

## JUNE 18, 2014

### Donna Rae Sulfridge

2549 Southwest Old Grandview Hwy.

Mountain Home, Idaho 83647

Telephone: (208) 587-4081; (208) 629-6900

Email: [dorame12@msn.com](mailto:dorame12@msn.com); [sulfridge\\_dr@sd193.k12.id.us](mailto:sulfridge_dr@sd193.k12.id.us)

#### Objective

My objective is to become an elementary school principal.

#### Education

2009-2012	University of Idaho, Boise, Idaho Master of Education---Educational Leadership
1983-1987	Boise State University, Boise, Idaho Bachelor of Arts---Elementary Education

#### Honors

- Renaissance Reading Model Classroom---2001/2002
- Teacher of the Year Star Elementary School ---1991/1992
- Bachelor of Arts Degree conferred with High Honors

#### Teaching Experience

2004-Present	Third Grade Teacher East Elementary School, Mountain Home School District, Idaho
2002-2004	Third Grade Teacher Base Primary School, Mountain Home School District, Idaho
1994-2002	Second Grade Teacher Base Primary School, Mountain Home School District, Idaho

Highlights: Supervise student teachers; serve on reading, math, science, social studies, and language arts curriculum and textbook adoption committees for the Mountain Home School District; served on the district committee that developed the Retention Policy; served on the School Wide Title One committee, Response to Intervention committee, and the School Improvement Team

1988-1994	Third Grade Teacher Star Elementary School, Meridian School District, Idaho
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Highlights: Coordinated the Reading Is Fundamental program; directed and taught a summer school program; supervised a new teacher as part of the Mentor Teacher Program; served on reading and math curriculum and textbook adoption committees for the Meridian School District

#### Memberships and Activities

- Northwest Professional Educators an Association of American Educators chapter: current member
- National Education Association---former member and former building representative
- Open Door Fellowship---worship team coordinator, Backyard Bible Club organizer/teacher, and teen group volunteer

#### References

Mrs. Anita Straw, Principal

**CONSENT AGENDA  
JUNE 18, 2014**

East Elementary School  
Mountain Home, Idaho 83647  
Phone: (208) 587-2585

Mrs. Sherri A. Ybarra  
Director of Federal Programs  
Mountain Home School District  
Mountain Home, Idaho 83647  
(208) 587-2595

Mrs. Jackie Harper  
Principal-retired  
Mountain Home, Idaho 83647  
(208) 587-9495

CONSENT AGENDA  
JUNE 18, 2014

Mrs. Betty Turner  
9798 W. Red Berry Court  
Boise, ID 83709  
208-340-7095  
April 23, 2014

Penny Cyr  
Idaho Education Association  
620 N. 6<sup>th</sup> St.  
PO Box 2638  
Boise, ID 83701

Dear Ms. Cyr,

I am applying to represent IEA on the Professional Standards Committee. I have enclosed my application, resume, and three letters of recommendation. One letter of recommendation is from a co-teacher. One letter is from a principal I worked for and admired. One letter is from our GATE supervisor. I have all but the application available via e-mail if needed.

Thank you for your consideration.

Sincerely,



Betty Turner

**CONSENT AGENDA****JUNE 18, 2014**

Exhibit J

Date submitted \_\_\_\_\_

**APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION**

Name Betty Turner School Collister  
Home Address 9798 W. Red Berry Ct. Sch. Address 4426 W. Catalpa Dr.  
City Boise Zip Code 83709 City Boise Zip 83703  
Home Ph. 376-2919 Sch. Ph. 854-4650  
E-mail Address bettyturner@g.com Betty.Turner@BoiseSchools.org  
PSC Position applied for: (a) ☒ classroom teacher  
(check one) (b) ☐ special education teacher  
(c) ☐ pupil personnel services

**PROFESSIONAL INFORMATION**

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary</u>	<u>August, 2018</u>
<u>Gifted and Talented</u>	

Education Background [Degrees and places obtained]

Degree	School
<u>BS in Elem. Educ.</u>	<u>Nebraska Wesleyan Univ.</u>
<u>Various graduate courses at</u>	<u>Lincoln, NE</u>
<u>BSU, NWU, U of T, Lewis-Clark,</u>	
<u>NIC, Whitworth College</u>	

Professional Experience [Date, place and position]

Date	Place	Position
<u>Aug. 2003 - June 2009</u>	<u>Horizon</u>	<u>K-3 full time gifted classroom</u>
<u>Aug. 2009 to present</u>	<u>Collister</u>	<u>1-2 Highly gifted Classroom</u>
<u>(Jan. 1990 - Aug 2003</u>	<u>substitute in Boise School District</u>	<u>K-6)</u>
	<u>(over)</u>	



## CONSENT AGENDA

JUNE 18, 2014

Professional Associations and related activities other than IEA/NEA  
(including offices)

ITAB/SAGE

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Vineyard Boise small group leader, Bible School

Redeemer Lutheran Education Director

American Red Cross Labor & Delivery teacher

Volunteer at Monroe, Jackson, Horizon

OTE patron volunteer at Horizon for 9 years

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES ☒ NO ☐.

Applicant's signature Betty A. Turner

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active  
1 yr. ☐ 2 yr. ☐ NO ☐.

1/07

**CONSENT AGENDA  
JUNE 18, 2014**

**Mrs. Betty Turner**

9798 W. Red Berry Court, Boise, ID 83709

208-376-2919/ cell 208-340-7095/work 208-854-4661

[bettyaturner@q.com](mailto:bettyaturner@q.com)/[Betty.Turner@BoiseSchools.org](mailto:Betty.Turner@BoiseSchools.org)

**Professional Summary**

My goal as a professional educator is to be a life long learner as well as to teach my students to also become life long learners. Another goal I have as an educator is to work with integrity and honesty. I am seeking a position as a representative on the Professional Standards Commission because I want to broaden my experiences and I believe I have something to offer this committee.

**Experience**

Collister Elementary School

4426 W. Catalpa Dr.

Boise, ID 83703

208-854-4650

August, 2009-present Highly gifted 1<sup>st</sup>-2<sup>nd</sup> grade

Positions held: Social Committee Chair, Look to Learn committee, Wise Tool Committee, PTO representative

Horizon Elementary School

710 Mitchell

Boise, ID 83704

854-5170

August 2003-June, 2009

I created and piloted a fulltime gifted classroom for K-3.

Positions held: Collaborated with grades 1-3 weekly, Represented GATE on Problem Solving Team, Leadership Team, District Gifted Teachers Committees

Boise Public School District

1990-2003 Substitute Teacher Pre K-6

**Education**

Nebraska Wesleyan University, Lincoln, Ne May, 1979

Bachelor of Science in Elementary Education

Graduate Level Classes taken at BSU, NNU, U of I, Lewis-Clark, NIC, Whitworth College



CONSENT AGENDA  
JUNE 18, 2014

# The Independent School District of Boise City

8169 W. Victory Rd.  
Boise, Idaho 83709

(208) 338-3400  
FAX (208) 338-3487

April 15, 2014

Idaho Education Association  
Professional Standards Commission

Dear Selection Committee:

It is my honor to recommend Mrs. Betty Turner for a position on the Professional Standards Commission. In my position as gifted program supervisor for the Boise School District in Idaho, I have worked with Betty for ten years. During most of that time, she has been a primary grade teacher in our highly gifted program and an integral member of our highly gifted program team. The five teachers in this program work extremely collaboratively and have significant additional responsibilities beyond their teaching. They help select children for the program based on test scores as well as more subjective evidence. They develop the advanced curriculum for this program which is an extreme intervention for students with profound gifted needs. In the classroom, as well as providing continual academic challenge for these students, they address the unusual emotional and executive functioning skills of this population of students and the concomitant challenges these present.

In the on-going workings of this team, as well as in her classroom teaching, Betty has demonstrated the highest ideals of the teaching profession. Even under pressure, she examines each decision with an eye to ethics and what is the "right" thing and the "professional" thing to do. She happily and willingly volunteers for whatever needs to be done to improve our ability to meet the needs of our students. She is a very reflective teacher, analyzing her lessons and classroom, pursuing professional development and continually refining her teaching. She works very closely with her students' parents and is highly respected by them and by district staff. She is extremely responsible and worthy of trust.

I am delighted that Betty has agreed to pursue this responsible position in her field. She will be an excellent representative of the teaching profession and will be a great asset to the committee and its important work.

Sincerely,

Rita S. Hoffman

*"Educating Today For a Better Tomorrow"*

CONSENT AGENDA

JUNE 18, 2014



**HORIZON ELEMENTARY SCHOOL**

*"Every Child Learns Every Day"*

**Dr. Gale Zickefoose, Principal**

**Ms. Helga Frankenstein, Assistant Principal**

**Mrs. Cyndi Ashton, Administrative Assistant**

April 17, 2014

To Whom It May Concern:

It is without hesitation that I recommend Mrs. Betty Turner the Professional Standards Commission! Betty is an outstanding professional educator and truly has a heart for students. She cares deeply about their success and understands the importance of developing positive, integrity-filled relationships with her students, their parents, and her colleagues. Betty demonstrates, daily, the Boise School District core values - respect, responsibility, teamwork, honesty and dignity.

Betty is a team player! She collaborates extremely well with her colleagues and her colleagues think highly of her and her consistent professionalism. Betty is well versed in the continuous school improvement process having spent the past several years reading about Professional Learning Communities and implementing plans, differentiating lessons, and developing all means necessary to meet the needs of all of her students in her classroom and the needs of all of the students at her grade level.

Betty is positive, upbeat, confident, and has a can-do attitude. Parents and students love her. Students look forward to being in her class and parents routinely requested to have their child placed in her classroom.

I would rehire Betty in a heartbeat and if my own children were in the primary grades (they're older now) I would not hesitate to place them in her classroom.

You will not be remiss if you select Betty Turner for this position on the Professional Standards Commission! Feel free to give me a call if you have questions. My home phone number is 208-853-0672 and my cell phone number is 208-284-6358.

Sincerely,

A handwritten signature in cursive script that reads "Gale Zickefoose".

Gale Zickefoose  
Principal

**HOME OF THE EXPLORERS!**

730 N. Mitchell • Boise, Idaho 83704 • Phone: (208) 854-5170 • Fax: (208) 854-5171

**CONSENT AGENDA  
JUNE 18, 2014**

Franklyn D Robinson  
307 N 21<sup>st</sup> St.  
Boise, ID, 83702  
franklob@gmail.com

April 22, 2014

Professional Standards Commission  
650 West State St.  
Boise, ID 83720

To Whom It May Concern:

I am writing to recommend Betty Turner to serve on the Professional Standards Committee. Mrs. Turner consistently displays good judgment. Betty is a woman of great integrity.

I have been acquainted with Mrs. Turner since 1992. I have known Betty well for the past six years. I first worked with Mrs. Turner when she served as PTO president of the school where I taught. I am fortunate to now work with Betty as a co-teacher in the Boise School District Highly Gifted Program.

Through my many years of working with Mrs. Turner I have seen her work ethic and commitment to children on a daily basis. Betty always works to elevate her students by having high expectations and holding the children accountable to those expectations.

I recommend Betty Turner to the Professional Standards Commission because of her integrity. Mrs. Turner is the most honest and caring person I know. Betty understands and practices confidentiality. She also is not afraid to speak up when students or adults are treated unfairly.

Mrs. Turner's honesty, integrity and incredible work ethic would make her a great fit for the Professional Standards Commission. She would be an asset to the PSC, and I am happy to give her my wholehearted endorsement.

Sincerely,

A handwritten signature in cursive script that reads "Franklyn D. Robinson".

Franklyn D. Robinson

**CONSENT AGENDA  
JUNE 18, 2014**

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**CONSENT AGENDA**  
**JUNE 18, 2014**  
**Professional Standards Commission Members – 2013-2014**

Clara Allred  
Special Education Administrator  
Twin Falls School District

Elisa Saffle  
Elementary School Principal  
Bonneville Joint School District

Cathy Bierne (**retiring**)  
Elementary Classroom Teacher  
Coeur d'Alene School District

Dan Sakota  
Secondary Classroom Teacher  
Madison School District

Diane Boothe  
Public Higher Education  
Boise State University

Heather Van Mullem  
Public Higher Education  
Lewis-Clark State College

Margaret Chipman  
School Board Member  
Weiser School District

Virginia Welton  
Secondary Classroom Teacher  
Coeur d'Alene School District

Kristi Enger  
Professional-Technical Education  
Division of Professional-Technical Education

Jason Hancock  
Department of Education  
Department of Education

Esther Henry  
Secondary Classroom Teacher  
Jefferson County Joint School District

Paula Kellerer  
Private Higher Education  
Northwest Nazarene University

Angie Lakey-Campbell  
Secondary Classroom Teacher  
Cambridge Joint School District

Becky Meyer  
Secondary School Principal  
Lake Pend Oreille School District

Kim Mikolajczyk  
School Counselor  
Moscow School District

Laural Nelson  
School Superintendent  
Idaho Digital Learning Academy

Mikki Nuckols  
Secondary Classroom Teacher  
Bonneville Joint School District

Tony Roark  
Public Higher Education – Letters & Sciences  
Boise State University

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JUNE 18, 2014**

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JUNE 18, 2014**

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