

**CONSENT AGENDA
OCTOBER 20, 2016**

TAB	DESCRIPTION	ACTION
1	BAHR – SECTION II – IDAHO STATE UNIVERSITY MULTI-YEAR CONTRACT – SPEEDCONNECT	Motion to Approve
2	BAHR – SECTION II – UNIVERSITY OF IDAHO LICENSE AGREEMENT – SPRINT INFRASTRUCTURE – OPERATION AND MAINTENANCE OF THEOPHILUS TOWER	Motion to Approve
3	BAHR – SECTION II – UNIVERSITY OF IDAHO LICENSE AGREEMENT – SPRINT INFRASTRUCTURE– OPERATION AND MAINTENANCE OF UI “I” WATER TANK	Motion to Approve
4	BAHR – SECTION II – UNIVERSITY OF IDAHO DONATION TO COEUR D’ALENE CENTER “FIBER LINE”	Motion to Approve
5	PPGA – INDIAN EDUCATION COMMTTEE APPOINTMENTS	Motion to Approve
6	PPGA – STATE REHABILITATION COUNCIL APPOINTMENTS	Motion to Approve
7	PPGA – PRESIDENT APPROVED ALCOHOL PERMITS	Information Item
8	SDE – 2015-2016 ADVANCEED ACCREDITATION REPORT	Motion to Approve
9	SDE – CASSIA COUNTY SCHOOL DISTRICT – ALBION ELEMENTARY SCHOOL – HARDSHIP STATUS	Information Item

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BOARD ACTION

I move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAHO STATE UNIVERSITY

SUBJECT

Approval of a thirty (30) year contract with SpeedConnect.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In 2006, the FCC granted Idaho State University (ISU) the right to lease its excess broadband capacity, and ISU entered into two (2) ten (10) year contracts with Teton Wireless Television, Inc. to lease these wireless frequencies for educational use in Idaho Falls and in Twin Falls. SpeedConnect purchased Teton Wireless Television, Inc. in 2012. The contracts expired on April 30, 2016; however, the contracts were extended through December 31, 2016.

On June 28, 2016, ISU released a Request for Bid (RFB) seeking a partner to utilize the 2.5 GHz wireless frequencies to provide developed solutions that ISU could use to meet its educational use requirement with the FCC and to create a revenue stream to further ISU's educational objectives. The RFB was released for open competition for a period of thirty (30) days. Respondents were required to provide, in detail, their intentions for the use of the available wireless frequencies, how they would meet ISU's educational use requirements, and how they would provide the best financial return for ISU.

The RFB was released to four (4) potential leasing partners, and two responded: 1) White Cloud Communications Inc., an Idaho company that specializes in two-way radio communications; and 2) SpeedConnect, a broadband wireless Internet service provider with an office in Idaho Falls, Idaho.

ISU evaluated the lease terms, annual payment increases, and any additional recompense described therein, and determined that the SpeedConnect proposal provided a clear financial advantage to ISU. The revenue generation offered by SpeedConnect, \$1.5 million, over the thirty (30) year life of the agreement, is \$497,300 over that of the White Cloud proposal. ISU plans to use the revenue generated through this agreement to further the ISU educational mission.

IMPACT

Approval of the agreement brings revenue to ISU in the amount of \$1,504,103.72 over a thirty (30) year period (see Schedule 2(a) Monthly Fee Schedule).

ATTACHMENTS

Attachment 1 – SpeedConnect Contract	Page 3
Attachment 2 – FCC Lease Approval WNC731-4.11.12-1	Page 25
Attachment 3 – FCC Lease Approval WND516-4.11.12-1	Page 27

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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a long-term contract with SpeedConnect as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**EDUCATIONAL BROADBAND SERVICE
LONG-TERM *DE FACTO* TRANSFER LEASE AGREEMENT**

THIS Educational Broadband Service (“**EBS**”) Long-Term *De Facto* Transfer Lease Agreement (the “**Agreement**”) is entered into as of _____, 2016 (the “**Effective Date**”), by and between Idaho State University, an Idaho educational institution (the “**Licensee**”), and SpeedConnect LLC, a Michigan Limited Liability Company (“**SpeedConnect**”) (each sometimes referred to as “**Party**” and collectively as “**Parties**”).

WHEREAS the Federal Communications Commission (“**FCC**”) has authorized EBS channels G1, G2, G3 and G4, together with any associated guardband channels, that may be granted under call sign WND516 (the “**Idaho Falls License**” or the “**Idaho Falls Channels**”) to Licensee to transmit in the Idaho Falls, Idaho area (the “**Idaho Falls Market**”);

WHEREAS the Federal Communications Commission (“**FCC**”) has authorized EBS channels G1, G2, G3 and G4, together with any associated guardband channels, that may be granted under call sign WNC731 (the “**Twin Falls License**” (collectively, with the Idaho Falls License, the “**Licenses**”) or the “**Twin Falls Channels**” (collectively, with the Idaho Falls Channels, the “**Channels**”) to Licensee to transmit in the Idaho Falls, Idaho area (the “**Twin Falls Market**”, collectively, with the Idaho Falls Market, the “**Markets**”);

WHEREAS Licensee and SpeedConnect (as successor-in-interest to Teton Wireless Television, Inc.), are parties to a separate EBS Excess Capacity Use and Royalty Agreement dated February 21, 2006, as amended, for each License pursuant to which SpeedConnect currently leases from Licensee certain excess capacity on the Channels (the “**Original Leases**”);

WHEREAS the Parties desire to replace the Original Leases in their entirety with this Agreement; and

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to SpeedConnect the capacity on the Channels which, pursuant to the rules, regulations and policies of the FCC (the “**FCC Rules**”), can be made available for commercial use, in accordance with the terms and conditions below, and subject to FCC approval, and SpeedConnect desires to use such capacity, together with any other spectrum which SpeedConnect may use in the Market to provide wireless services (all such spectrum and any facilities used in the Market in connection with the provision of wireless services being the “**Wireless System**”);

THEN, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. LEASE TERM AND RENEWAL

(a) **Initial Term and Extension.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, the initial term will begin on January 1, 2017 (the “**Commencement Date**”), and will end on the date that each License expires (the “**Initial Term**”).

(b) **Renewal.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, this Agreement will renew for successive terms on the date that each License is renewed by the FCC (“**Renewal Date**”) and expire when each renewed License expires (each, a “**Renewal Term**”); provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. The Renewal Terms will occur automatically unless SpeedConnect notifies the Licensee in writing at least twelve (12) months prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the “**Term**.”

(c) **Renewal of Licenses and Extension of Agreement.** If either of the Licenses expire during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time unless such License is renewed and FCC authorization for this Agreement is extended. Licensee and SpeedConnect will cooperate to timely file a renewal application for the Licenses, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that is ten (10) years from the beginning of such Initial Term or Renewal Term, except that in the case of the final Renewal Term, to the date that is thirty (30) years after the Commencement Date. This Agreement will continue to apply unless the FCC denies by Final Order any application for renewal of the Licenses or extension of the Term. “Final Order” means an order issued by the FCC that is in full force and effect and as to which (i) no timely filed petition for reconsideration, application for review or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

2. **COMPENSATION**

(a) **Monthly Fee.** Beginning within ten (10) business days of the Commencement Date, and on the first day of each month thereafter throughout the Term, SpeedConnect will pay Licensee a monthly fee as specified in the attached Schedule 2(a) (the “**Monthly Fee**”) for use of SpeedConnect Capacity (as defined below). The Monthly Fee due for any partial calendar month, at the commencement of the Initial Term or expiration of the Term, will be prorated accordingly. SpeedConnect’s obligation to pay the Monthly Fee is subject to Licensee delivering to SpeedConnect (i) a completed IRS Form W-9 (attached hereto as Exhibit A) and (ii) payment instructions in the form attached as Exhibit B or otherwise in a form acceptable to SpeedConnect.

(b) **Adjustment to Monthly Fee.** The Monthly Fee will be reduced or increased on a pro rata basis during the Term of this Agreement in the event that: (i) the amount of SpeedConnect Capacity (as defined in Subsection 5(a) below) increases or decreases from the amount of SpeedConnect Capacity available as of the Effective Date, or (ii) there is a change in the size or location of the Geographic Service Area (“**GSA**”) for any Channel as compared to the GSA that exists as of the Effective Date. For the purpose of the foregoing, the pro-ration of the Monthly Fee with respect to increases or decreases in SpeedConnect’s Capacity will be based on the number of megahertz (“**MHz**”) of capacity made available to SpeedConnect as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to SpeedConnect under this Agreement. The pro-ration of the Monthly Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be

based on the number of MHz per population made available to SpeedConnect as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement (relying on the GSA map attached hereto as Exhibit C). In making either calculation, however, the J and K channels associated with the Channels following the Transition (as hereinafter defined) will not be considered to be unavailable to SpeedConnect as a result of any determination by SpeedConnect that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to SpeedConnect.

(c) **Prepaid Fee.** Within ten (10) business days of the Commencement Date, SpeedConnect will also pay to Licensee the amount of Five Thousand Dollars (\$5,000.00) (the “Prepaid Fee”).

3. EXCLUSIVITY AND RIGHT OF FIRST REFUSAL

(a) **Exclusivity.** During the Term, Licensee will not negotiate or contract with any third party to lease, sell, assign, transfer or use any of the capacity of the Channels or any option therefor. The foregoing notwithstanding, during the last six (6) months of the final Renewal Term, and during the Initial Term or any other Renewal Term following SpeedConnect’s notice to Licensee that it has elected not to renew the Agreement, in accordance with Subsection 1(b), if any, Licensee may negotiate and contract with any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the ROFR set forth in Subsection 3(b). Furthermore, nothing in this Agreement will be deemed to prohibit Licensee from utilizing Licensee’s Reserved Capacity consistent with Section 5(c) or from negotiating and entering into any assignment of the Licenses or transfer of control transaction that Licensee may undertake pursuant to Section 10.

(b) **Right of First Refusal (“ROFR”).** During the Term and for the eighteen (18) months following the expiration or termination of this Agreement (unless this Agreement is terminated as a result of SpeedConnect’s default or is not renewed as a result of SpeedConnect’s notice that it declines to renew as provided in Section 1(b)), and except with respect to any utilization of Licensee’s Reserved Capacity consistent with Section 5(c), or any assignment of the Licenses or transfer of control transaction that Licensee may undertake without SpeedConnect’s prior written consent pursuant to Section 10, SpeedConnect or SpeedConnect’s designee will have a ROFR with respect to any and all bona fide offers, of any kind, received by Licensee to acquire (if Licensee desires to sell), lease or otherwise use any of the capacity on the Channels (or any part thereof) in any other manner, or to acquire an option to acquire, lease or otherwise use any of the capacity on the Channels (or any part thereof) from a third party which offer Licensee otherwise intends to accept. Licensee will notify SpeedConnect in writing of any such bona fide offer, including the terms of the offer, within thirty (30) days following Licensee’s determination to accept the offer. SpeedConnect will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that SpeedConnect fails to exercise its ROFR, Licensee will have ninety (90) days from the expiration of SpeedConnect’s thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to SpeedConnect. If, within the ninety (90) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to SpeedConnect, then SpeedConnect’s ROFR will remain in effect pursuant to the terms stated in this Subsection. If, within the ninety (90) day period, Licensee enters into a binding agreement

with the offeror on the same terms and conditions as were offered to SpeedConnect, then SpeedConnect's ROFR will terminate; provided, however, that should Licensee's agreement with the offeror be terminated within fifteen (15) months after the expiration or termination of this Agreement, SpeedConnect's ROFR will be reinstated for the remainder of the fifteen (15) month period or for a period of one hundred eighty (180) days, whichever is longer. The terms of any agreement between SpeedConnect (or its designee) and Licensee resulting from the exercise of SpeedConnect's ROFR will be ratified in a separate agreement. All materials exchanged under this ROFR are subject to the non-disclosure provisions of Section 14 of this Agreement.

(c) **Form of Consideration and Determination of Value.** Subject to, and without limiting SpeedConnect's rights described in Subsection 3(b), if the whole or any part of the consideration of the third party offer is in a form other than cash, then SpeedConnect may meet such non-cash consideration using cash, comparable non-cash consideration, or both in its acceptance notice. If Licensee does not accept SpeedConnect's offer of a cash substitute for the non-cash consideration, then Licensee must notify SpeedConnect in writing of Licensee's estimate of a fair cash substitute within fifteen (15) days after Licensee's receipt of SpeedConnect's acceptance notice. Licensee's failure to notify SpeedConnect of its estimate of a fair cash substitute within the prescribed fifteen (15) day period shall be deemed an acceptance of SpeedConnect's cash-substitute offer. If Licensee rejects SpeedConnect's cash-substitute offer, then SpeedConnect will have ten (10) days from receipt of Licensee's rejection to notify Licensee of its election to (i) adopt Licensee's stated cash value, or (ii) submit the valuation issue for determination by binding arbitration. In any case where the right to arbitrate is invoked, SpeedConnect's ROFR will remain open until thirty (30) days after SpeedConnect is notified of the arbitrators' decision, during which time SpeedConnect may revise its acceptance notice to adopt the arbitrators' findings or waive its ROFR with respect to the third party offer, provided that Licensee and third party execute a contract to implement the third-party offer within ninety (90) days of the end of SpeedConnect's thirty (30) day time period to consider the arbitration decision. Licensee's failure to accept the third-party offer restores this ROFR.

(d) **Right to Participate.** Except in the event this Agreement terminates as a result of SpeedConnect's default, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale (if permitted by the FCC), assignment, transfer or use of any part or the whole of the Channels at any time before eighteen (18) months after the end of this Agreement, then Licensee will provide SpeedConnect with an opportunity no less favorable in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto; (iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided with copies (to the extent allowed by law) of all open bids, proposals, offers, counter-bids and counter-offers promptly after they are received by Licensee. This right to participate does not limit in any manner, and is in addition to, the ROFR set forth in Subsection 3(b).

4. **RESERVED**

5. **CAPACITY REQUIREMENTS AND USES**

(a) **SpeedConnect Capacity.** Starting on the Commencement Date, SpeedConnect will have the exclusive right under the terms of this Agreement to use all of the capacity under the Channels other than Licensee's Reserved Capacity ("**SpeedConnect Capacity**").

(b) **Licensee's Reserved Capacity.** The term "**Licensee's Reserved Capacity**" shall mean the capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same may change from time to time. Consistent with FCC Rules, and as designated by SpeedConnect from time to time, Licensee's Reserved Capacity may be shifted or loaded on any Channel and/or other EBS or BRS channels that SpeedConnect controls in the Market, or portion thereof. If, in accordance with the foregoing sentence, SpeedConnect elects to shift or load Licensee's Reserved Capacity on any channels other than the Channels, then SpeedConnect shall ensure the authorized GSA(s) of the channel(s) to which the Licensee's Reserved Capacity is shifted or loaded substantially overlaps the GSA for the Channels. To the extent that Licensee's Reserved Capacity is determined as a percentage or portion of the digital capacity on the Channels, such capacity will be determined by SpeedConnect in accordance with the processes generally used by it to determine capacity use.

(c) **Use of Capacity.** SpeedConnect may use SpeedConnect Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. SpeedConnect will use the SpeedConnect Capacity in compliance with FCC Rules and all other laws and regulations applicable to SpeedConnect's use of the SpeedConnect Capacity. Licensee may use Licensee's Reserved Capacity for any purpose that furthers the educational mission of an accredited school, college or university, including to satisfy the minimum educational use requirements for EBS channels pursuant to FCC Rules. Licensee may also rely on the use of SpeedConnect's products and services made available pursuant to Section 7 to satisfy such requirements.

(d) **Section 27.1214(e) Amendments.** Pursuant to Section 27.1214(e) of the FCC's rules, on the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a period of sixty (60) days to request a review of its minimum educational use requirements, at which time the Parties will negotiate in good faith an amendment to this Agreement that accommodates any *bona fide* changes in educational needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding the foregoing, the following will apply to any such amendment: (i) with respect to Licensee and any Permitted End Users (defined below) for whom SpeedConnect has provided Internet Access Equipment (as defined in Subsection 7(b) below), SpeedConnect will make available any equipment, services or software upgrades that SpeedConnect makes generally available to SpeedConnect's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities; (ii) to the extent such amendment materially increases SpeedConnect's monthly costs either to operate its leased capacity or to meet Licensee's changed educational use requirements, the amendment may provide that such costs will be offset by a reduction in SpeedConnect's Monthly Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) SpeedConnect may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by SpeedConnect; and (iv) SpeedConnect will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a negative

economic impact on SpeedConnect or SpeedConnect's commercial operations under the Agreement.

(e) **Channel Swapping; Costs.** With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, SpeedConnect may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Markets (the "**Swapped Channels**"), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee's previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum is licensed to Licensee, as compared with Licensee's previous Channels. SpeedConnect agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee's engineering consultants and attorneys.

6. **EQUIPMENT**

(a) **Operation and Maintenance of Licensee Equipment.** Licensee represents, warrants and covenants that as of the Commencement Date, no equipment owned or controlled by Licensee will be operated on the SpeedConnect Capacity or on Licensee Capacity other than such equipment that is provided pursuant to Section 7 of this Agreement.

(b) **Operation and Maintenance of SpeedConnect Equipment.** SpeedConnect will, at its expense, operate and maintain the transmission equipment used for the SpeedConnect Capacity ("SpeedConnect Equipment"). SpeedConnect will construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out or performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

(c) **Dedicated Equipment Purchase Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option, upon giving notice to SpeedConnect within thirty (30) days of such termination, to purchase or to lease at SpeedConnect's option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee's Reserved Capacity on the Channels (the "**Dedicated Equipment**"), or comparable equipment. The price for such equipment will be equal to the fair market value of the Dedicated Equipment at the time of Licensee's notice or, if comparable equipment is provided, SpeedConnect's cost in obtaining such equipment.

(d) **Shared Equipment Purchase or Lease Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option upon giving notice to SpeedConnect within thirty (30) days of such termination to purchase or lease at SpeedConnect's option any equipment owned by SpeedConnect and used in connection with the transmission of Licensee's Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any

tower rights) (the “**Shared Equipment**”), at a price equal to the Shared Equipment’s fair market value for such purchase or lease as applicable.

7. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS.

(a) **Installations.** Licensee may request at no cost, via submission of an Order Form (as defined below), wireless broadband services and associated Internet Access Equipment, if any (an “**Installation**”), for up to fifty (50) Permitted End Users that are located within SpeedConnect’s then-serviceable area of the Wireless System. SpeedConnect will approve Licensee’s Order Form, provided that such Order Form is consistent with the terms of this Agreement as well as the terms of use and service described in subsection (c) below. Such wireless services will be specified by Licensee and will be among SpeedConnect’s standard retail service offerings in the Market. Licensee must comply with all laws and obtain any necessary governmental permits or approvals, and third party approvals, which are necessary in order for Licensee to accept the wireless services and Internet Access Equipment for its Permitted End Users.

(b) **Definitions.** “**Order Form**” has the meaning set forth in the terms of service referenced in Subsection 6(c) below. “**Internet Access Equipment**” means the customer premises Internet access equipment package made generally available to SpeedConnect’s retail customers in the Market, at the time SpeedConnect receives Licensee’s Order Form, who subscribe to the same tier of wireless service over BRS or EBS capacity. “**Permitted End Users**” means Licensee itself, including its faculty, employees, and students, and any educational institution or not-for-profit organization or site in the Market with whom Licensee is working in furtherance of its educational goals, it being understood that a separate Order Form will be submitted for each Permitted End User, and each such Order Form will be for an Installation designated for one individual or terminal.

(c) **Terms of Use.** Licensee’s ordering and use of the wireless services and Internet Access Equipment by Permitted End Users, will be governed by the acceptable use policy and terms of service, and such other policies of general applicability which apply to such services, which are subject to amendment; provided, however, that financial terms contained in the terms of service will not apply to such services to Licensee or Permitted End Users that are provided free of charge or at a discount pursuant to this Section 6. In addition to the foregoing policies, SpeedConnect may specify from time to time, in its sole discretion, reasonable procedures for the activation, addition, deletion or substitution of services to Licensee and Permitted End Users.

(d) **Equipment and Software.** For Licensee and any Permitted End Users for whom SpeedConnect has provided wireless services and/or Internet Access Equipment, SpeedConnect will make available any equipment, services or software upgrades that SpeedConnect makes generally available to SpeedConnect’s retail customers subscribing to the same tier of service in the Markets over BRS or EBS facilities. In the event that any equipment upgrade involves replacement of equipment, the replaced equipment will be returned to SpeedConnect or its designee and title to the replacement equipment will transfer to Licensee or its designee.

(e) **Title.** All equipment provided by SpeedConnect to Licensee as part of Internet Access Equipment for Permitted End Users will be the property of SpeedConnect or its designee, and SpeedConnect will be solely responsible for the maintenance and operation of all Internet Access Equipment installed at Licensee's locations and receive sites, including the sites of its Permitted End Users.

8. INTERFERENCE CONSENTS

Licensee will enter into interference consents with third parties relating to the Channels ("**Interference Consents**"), as SpeedConnect reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels; and provided further that Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee's facilities and the facilities of the other party in connection with system coordination inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. SpeedConnect will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without SpeedConnect's prior written consent.

9. APPLICATIONS, COSTS AND FEES

(a) **FCC Long Term Lease Application.** If not already on file, within five (5) business days of the Effective Date, Licensee shall either (i) file the FCC Form 602 Ownership Disclosure Information for the Wireless Telecommunications Services (the "**Ownership Report**") with the FCC and deliver to SpeedConnect evidence of such filing or (ii) complete the Ownership Report and authorize SpeedConnect to file such Ownership Report with the FCC. Provided that the Licensee has either filed the Ownership Report with the FCC or has delivered the completed Ownership Report to SpeedConnect and authorized SpeedConnect to file such report with the FCC, within ten (10) business days following the Effective Date and prior to consummating the transfer of *de facto* control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC's consent to this Agreement and satisfy the FCC's requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) ("**FCC Long Term Lease Application**"). Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated by this Agreement. The Parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The Parties further covenant and agree to include a request in any License renewal application, or separately request, as necessary, an extension of the lease approval for the renewal term of the License (or until the end of the final Renewal Term of this Agreement, if shorter), if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall first notify and consult with SpeedConnect, and will to the extent permitted by the FCC redact all information

from the Agreement which SpeedConnect reasonably designates as confidential including, but not limited to, all payment information.

(b) **Application Preparation.** In addition to the obligations in Section 9(a), SpeedConnect will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the proper operation of SpeedConnect Capacity and permitted to be submitted by SpeedConnect under FCC Rules. Licensee, with assistance from SpeedConnect, will prepare and submit all lawful applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of the License or reasonably requested by SpeedConnect that may only be filed by Licensee under FCC Rules. The Parties will cooperate in the preparation and submission of all lawful applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement.

(c) **Application Costs.** SpeedConnect will, at its own expense, prepare all applications, notices, certificates, exhibits, consent agreements, approvals or authorizations that SpeedConnect submits to the FCC or seeks to have Licensee submit to the FCC pursuant to the Agreement. SpeedConnect will also promptly pay or reimburse Licensee for its reasonable, documented out-of-pocket costs for renewal of the License and any other filings requested or required of Licensee by the FCC to hold the License and provide SpeedConnect Capacity to SpeedConnect, and in connection with activities undertaken by Licensee in response to any request by SpeedConnect under this Agreement; provided, however, that Licensee shall not seek reimbursement for any cost or expense in excess of \$1,000 unless such cost or expense is approved by SpeedConnect, which approval shall not be unreasonably withheld. In addition, SpeedConnect will pay any FCC filing fees associated with the License.

(d) **Regulatory Fees/Transition Reimbursements.** SpeedConnect will pay any federal regulatory fees associated with the Licenses upon receipt of notice from the FCC that such fees are due, or upon receipt of at least thirty (30) days advance written notice from Licensee that such fees are due in the event that notice is sent to Licensee. SpeedConnect will also pay any Transition reimbursements required by Sections 27.1237 through 27.1239 of the FCC Rules to be paid to the Proponent (as defined in Section 27.1231 of the FCC Rules).

(e) **Additional FCC Matters.** SpeedConnect and Licensee will cooperate to prepare and file any additional FCC filings to protect, maintain or enhance the Channels including but not limited to filings to increase the capacity on the Channels, GSA expansions or License modifications. SpeedConnect and Licensee will also cooperate to support FCC experimental licensing procedures with respect to the Channels pursuant to the Code of Federal Regulations Title 47, Part 5—Experimental Radio Service (Other Than Broadcast). SpeedConnect may allow experimental licensees, as granted by the FCC, to use the SpeedConnect Capacity without prior consent from Licensee pursuant to the terms of this Agreement.

10. TRANSFERS OR ASSIGNMENTS

Subject to Subsections 16(f)-(g), neither SpeedConnect nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other

Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree as follows:

(a) SpeedConnect may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to (X) any affiliate of SpeedConnect, (Y) any entity that acquires or otherwise merges with SpeedConnect or its affiliates, or (Z) to any entity with the capability to perform the obligations of SpeedConnect hereunder.

(b) Licensee may, without the prior consent of SpeedConnect transfer control or assign the Licenses for the Channels and this Agreement to any public institution or agency or to any bona fide local private educational institution with students actually enrolled in local classroom instruction (except for any such public or private educational institution that is an Affiliate of a national EBS licensee), subject to such transferee's or assignee's agreement to be bound by the terms of this Agreement. For purposes of the foregoing sentence, "**Affiliate**" means, with respect to any national EBS licensee, any other person or entity that, directly or indirectly, alone or through one or more intermediaries, controls, is controlled by or is under common control with such national EBS licensee. For purposes of this definition, "**control**" means the power to direct or cause the direction of the management and policies of a person or entity, directly or indirectly, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(c) Each Party shall also be entitled, without the consent of the other Party, to undertake a pro forma assignment or transfer of this Agreement, as defined by applicable FCC Rules and policies, including but not limited to Sections 1.9030(h) and (i) of the FCC Rules.

11. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to a License or affected Channel(s) upon the earlier of: (i) an FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of either License; (iii) an FCC Final Order revoking, terminating or canceling a License; or (iv) SpeedConnect's acquisition of a License or some of the Channels pursuant to an agreement between SpeedConnect and Licensee.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice; provided, however, that in the event of a breach other than a failure to make payments due under this Agreement, if the breaching Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the breach, to cure the breach within such applicable time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-breaching Party. Notwithstanding the foregoing, in the event that an FCC order that is effective and not stayed requires termination of this Agreement, this Agreement may be terminated by either Party within the time frame for notice and termination required by the FCC.

(c) Licensee may terminate this Agreement pursuant to Subsection 16(b).

(d) Either Party may terminate this Agreement if an FCC Final Order approving the FCC Long Term Lease Application has not occurred within twelve (12) months following the Effective Date.

(e) The Parties will notify the FCC of the termination of this Agreement with respect to either License or any of the Channels within ten (10) calendar days following the termination.

(f) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement occurring prior to the date of expiration or termination. Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or SpeedConnect from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

12. REVENUES AND EXPENSES

Each Party will pay its own expenses incident to any amendments or modifications to the Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering and accounting expenses. SpeedConnect is entitled to one hundred percent (100%) of the revenue generated from the use of the SpeedConnect Capacity.

13. COMPETITION

Licensee agrees that it will not, during the Term of this Agreement, use Licensee's Reserved Capacity to compete with SpeedConnect and/or its affiliates in any business activity or business or service offering in the GSA of the Channels. Nothing in this section prohibits Licensee from (i) leasing the capacity of the Channels to a third party after the termination or expiration of this Agreement if (X) the capacity is being used solely to undertake noncommercial activities advancing Licensee's educational purposes or (Y) Licensee has complied with the ROFR provisions in Section 3(b), (ii) using any Internet Access Equipment acquired thereby to provide educational services to itself or other schools, colleges, universities or other governmental or nonprofit entities for purposes of satisfying the Licensee's minimum educational use requirements for EBS channels under FCC Rules, or (iii) leasing other EBS channels licensed to Licensee or other spectrum to any other party for any purpose.

14. CONFIDENTIALITY AND NON-DISCLOSURE

(a) **Confidentiality of the Terms of this Agreement.** The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and

their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (including as required or appropriate to be disclosed by Licensee pursuant to applicable Idaho public records laws and by SpeedConnect pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, agents, attorneys and accountants (collectively, “**Agents**”) as required to perform obligations under the Agreement, provided, however, that the Parties will cause all Agents to honor the provisions of this Section. In addition, SpeedConnect may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom SpeedConnect deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with SpeedConnect, so long as SpeedConnect secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) Non-Disclosure of Shared Information. As used herein, the term “Information” shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party’s or the receiving Party’s rights to disseminate the information and without notice of any restriction against its further disclosure; or (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for any improper use of the Information by it or any of its Agents. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Licensee pursuant to applicable Idaho public records laws and by SpeedConnect pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection.

15. ASSUMPTION OF LIABILITIES

Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

16. FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS

(a) Licensee and SpeedConnect are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended ("**Communications Act**"), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) SpeedConnect assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to the Channels and License, and the Agreement may be revoked, cancelled or terminated, in accordance with Section 11, by Licensee or by the FCC if SpeedConnect fails to comply with applicable laws and regulations.

(c) Neither Licensee nor SpeedConnect will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the License and the Channels.

(d) If the License is revoked, cancelled, terminated or otherwise ceases to be in effect, SpeedConnect has no continuing authority or right to use the leased spectrum unless otherwise authorized by the FCC.

(e) The Agreement is not an assignment, sale or transfer of the Licenses.

(f) The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

(g) Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

(h) Licensee and SpeedConnect must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 14.

17. LICENSEE'S AUTHORIZATIONS

Licensee will use its best efforts to maintain in full force and effect through the Term the License and any associated authorizations for the Channels, and will remain eligible under the FCC Rules to provide the SpeedConnect Capacity. Licensee will use best efforts to renew the License, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew the License.

18. REPRESENTATIONS AND WARRANTIES

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to SpeedConnect that: (i) the License is in effect, (ii) Licensee's operations and activities pursuant to the License, if any, are being conducted in material compliance with all FCC Rules, including its educational use requirements, (iii) Licensee has no claim or other unresolved objection arising out of the transition pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules (the "**Transition**"), and (iv) there is no proceeding now pending or to the knowledge of Licensee, threatened against the Licensee before any local, state or federal regulatory body with respect to the License, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on the License.

19. INDEMNIFICATION

(a) To the extent permitted by Idaho law, Licensee will defend, indemnify and hold SpeedConnect harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Licensee of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Licensee's construction or operation of the EBS Equipment or its offering and provision of services thereon. Licensee's obligations under this Section will survive the expiration or termination of this Agreement.

(b) SpeedConnect will defend, indemnify and hold Licensee harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by SpeedConnect of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on SpeedConnect's construction or operation of the Wireless System or its offering and provision of services thereon. SpeedConnect's obligations under this Section will survive the expiration or termination of this Agreement.

20. MISCELLANEOUS

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Notices.** Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight delivery service and will be effective upon receipt. All notices will be delivered to Licensee and SpeedConnect at the

mailing addresses specified on the signature page of this Agreement. Either Party may change its addresses for receipt of notice or payment by giving notice of such change to the other Party as provided in this Section.

(c) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.

(d) **Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

(e) **Specific Performance.** Licensee acknowledges that the Licenses and Channels subject to this Agreement are unique and the loss to SpeedConnect due to Licensee's failure to perform this Agreement could not be easily measured with damages. SpeedConnect will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

(f) **Applicable Law.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without regard to the principles of conflict of laws.

(g) **Attorneys' Fees.** If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

(h) **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

(i) **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

(k) **Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) **Construction.** The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

(m) **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. Without limiting the foregoing, Licensee and SpeedConnect agree that, effective as of the Commencement Date, this Agreement shall supersede and replace the Original Leases. Neither Licensee nor SpeedConnect shall have any further obligations under the Original Leases, other than the obligation of SpeedConnect to make payments owed under the Original Leases but not yet paid as of the Commencement Date for periods of time prior to the Commencement Date (if any) and the obligation by all Parties to the Original Leases to provide indemnification under the provisions of the Original Leases for activities occurring prior to the Commencement Date. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

AGREED TO:

SPEEDCONNECT LLC

IDAHO STATE UNIVERSITY

By: _____

By: _____

Name: John Ogren

Name: Brian Hickenlooper

Title: CEO/President

Title: Chief Financial Officer

Notice Address for SpeedConnect:

Notice Address for Licensee:

SpeedConnect LLC
455 North Main Street
Frankenmuth, MI 48734
Attn: Mr. John Ogren
Email: John.Ogren@me.com

Idaho State University
921 South 8th Avenue
Pocatello, ID 83209
Attn: Blake Beck
Email: beckblak@isu.edu

With a copy to:

Law Office of Suzanne S. Goodwyn
1234 Tottenham Court
Reston, VA 20194
Attn: Suzanne S. Goodwyn
Email: goodwynlaw@verizon.net

With a copy to:

Gray Miller Persh LLP
1200 New Hampshire Avenue, NW
Washington, DC 20036-6802
Attn: Todd D. Gray
Email: tgray@graymillerpersh.com

SCHEDULE 2(a)

Monthly Fee Schedule

	Idaho Falls Monthly Fee	Twin Falls Monthly Fee
Year 1	\$1384.74	\$1241.10
Year 2	\$1426.28	\$1278.33
Year 3	\$1469.07	\$1316.68
Year 4	\$1513.14	\$1356.18
Year 5	\$1558.54	\$1396.87
Year 6	\$1605.29	\$1438.78
Year 7	\$1653.45	\$1481.94
Year 8	\$1703.06	\$1526.40
Year 9	\$1754.15	\$1572.19
Year 10	\$1806.77	\$1619.35
Year 11	\$1860.97	\$1667.93
Year 12	\$1916.80	\$1717.97
Year 13	\$1974.31	\$1769.51
Year 14	\$2033.54	\$1822.60
Year 15	\$2094.54	\$1877.28
Year 16	\$2157.38	\$1933.59
Year 17	\$2222.10	\$1991.60
Year 18	\$2288.76	\$2051.35
Year 19	\$2357.43	\$2112.89
Year 20	\$2428.15	\$2176.28
Year 21	\$2500.99	\$2241.56
Year 22	\$2576.02	\$2308.81
Year 23	\$2653.31	\$2378.08
Year 24	\$2732.90	\$2449.42
Year 25	\$2814.89	\$2522.90
Year 26	\$2899.34	\$2598.59
Year 27	\$2986.32	\$2676.55
Year 28	\$3075.91	\$2756.84
Year 29	\$3168.18	\$2839.55
Year 30	\$3263.13	\$2924.73

EXHIBIT A

IRS Form W-9

**Exhibit B
Payment Instruction**

Payments to Licensee pursuant to this Agreement shall be made payable to Licensee, and sent to:

Idaho State University
921 South 8th Avenue
Pocatello, ID 83209
Attn: Blake Beck

Licensee may change these instructions at any time by giving notice to SpeedConnect pursuant to Section 20(b) of this Agreement.

EXHBIT C

License GSA Maps

CONSENT AGENDA OCTOBER 20, 2016

GSA Boundary and Population Data

Educational Broadband Service

Legend

WNC801 A1A2A3A4 GSA

Pops: 134,416
BW: 22.5 MHz
MHz-Pops = 3,024,360



WNC738 B1B2B3B4 GSA

Pops: 134,416
BW: 22.5 MHz
MHz-Pops = 3,024,360



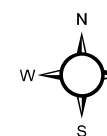
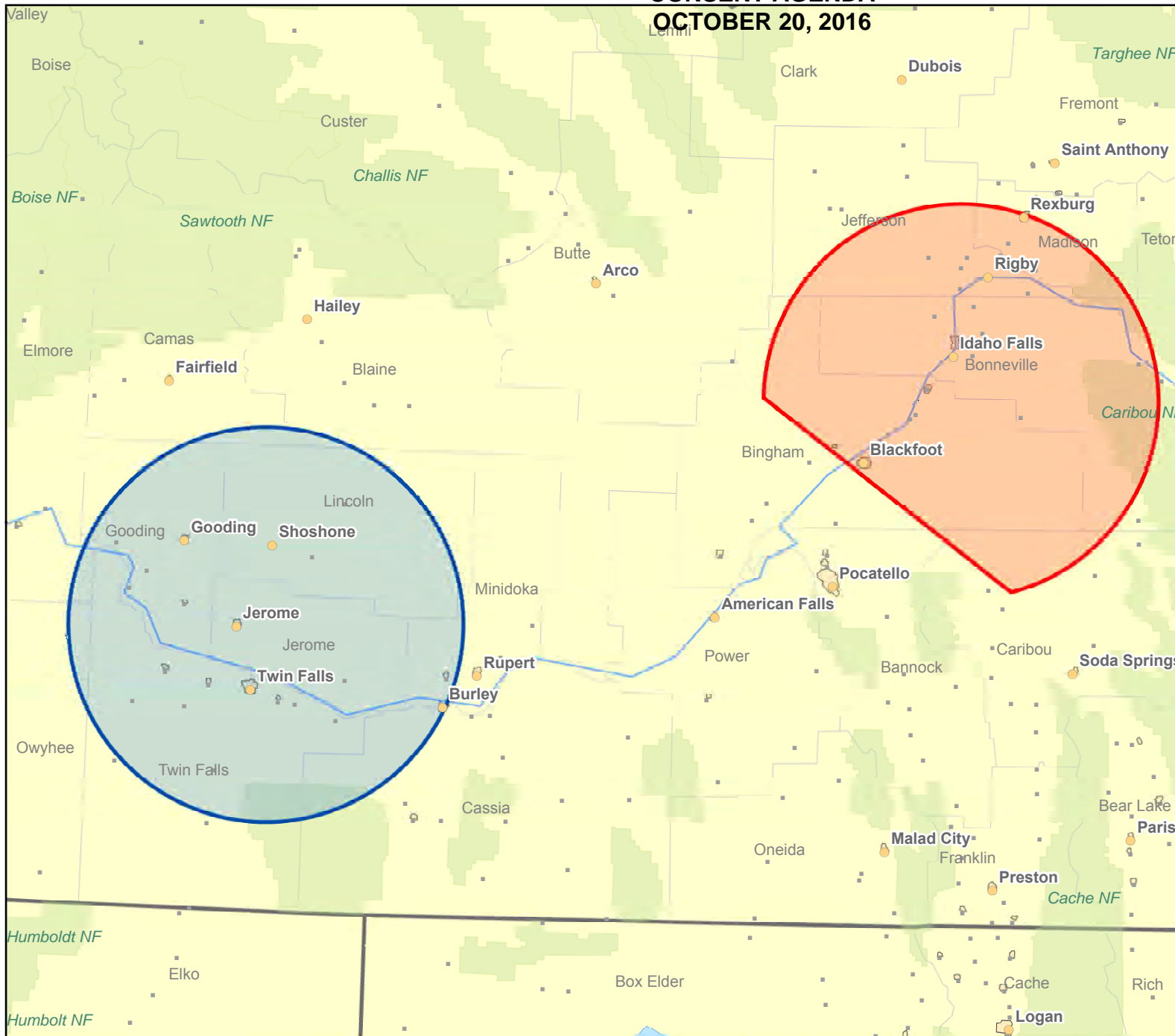
WNC731 G1G2G3G4 GSA

Pops: 134,416
BW: 22.5 MHz
MHz-Pops = 3,024,360



WND516 G1G2G3G4 GSA

Pops: 191,747
BW: 22.5 MHz
MHz-Pops = 4,314,307



Attachment 2



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: IDAHO STATE UNIVERSITY

ATTN: BLAKE BECK
IDAHO STATE UNIVERSITY
921 SOUTH 8TH AVE., STOP 8064
POCATELLO, ID 83209-8064

Call Sign WNC731	File Number 0007190809
Radio Service ED - Educational Broadband Service	
Regulatory Status Non Common Carrier	

FCC Registration Number (FRN): 0014840383

Grant Date 05-10-2016	Effective Date 05-10-2016	Expiration Date 05-23-2026	Print Date
---------------------------------	-------------------------------------	--------------------------------------	-------------------

Geographic Service Area: P35 42-43-53.7 N 114-25-07.1 W

Channel Plan:	Channel Number:	Frequency:
New	G1	002673.50000000 - 002679.00000000 MHz
New	G2	002679.00000000 - 002684.50000000 MHz
New	G3	002684.50000000 - 002690.00000000 MHz
New	G4	002596.00000000 - 002602.00000000 MHz

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 05/11/2006 and file number 0002560997.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

The lease term of the Spectrum Leasing Arrangement that was approved for station WNC731 when Spectrum Lease application 0002560997 was originally granted was extended to May 23, 2016, when Renewal Only application 0002615930 was granted on July 11, 2006.

Official Copy



Federal Communications Commission
Wireless Telecommunications Bureau

Spectrum Leasing Arrangement

ATTN: MR. JOHN OGREN
SPEEDCONNECT LLC
3049 BAY PLAZA DRIVE
SAGINAW, MI 48604

Date: 12/07/2015
Reference Number:

This approval allows the Lessee to lease spectrum from the Licensee pursuant to the provisions and requirements of Subpart X of Part 1 of the Commission's Rules, 47 C.F.R. Part 1, and as described in the associated spectrum leasing application or notification.

Type of Lease Arrangement	Lease Term	Lease Identifier
De Facto Transfer Lease	Long Term	L000009507

Lease Grant/Accepted Date	Lease Commencement Date	Lease Expiration Date
04/11/2012	04/11/2012	05/26/2019

Call Sign	Radio Service
WND516	ED - Educational Broadband Service

Lessee Information

0021199187
SPEEDCONNECT LLC
Attn: MR. JOHN OGREN
3049 BAY PLAZA DRIVE
SAGINAW, MI 48604

Licensee Information

0014840383
IDAHO STATE UNIVERSITY
Attn: BLAKE BECK
921 SOUTH 8TH AVENUE, STOP 8064
POCATELLO, ID 83209-8064

Geographically-Licensed Services		
Market Number	Market Name	Channel Block
P00215	P35 GSA	

Condition:

This lease may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum associated with this leasing agreement, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Conditions:

This spectrum lease includes all of the geographic areas/spectrum from the underlying call sign.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

**CONSENT AGENDA
OCTOBER 20, 2016**

UNIVERSITY OF IDAHO

SUBJECT

License Agreement with Sprint to permit continued operation and maintenance of Sprint infrastructure on the University of Idaho's (UI) Theophilus Tower.

REFERENCE

March 2004	The Idaho State Board of Education (Board) approved License Agreement with Verizon Wireless Services
February 2007	The Board approved extension of License Agreement with Verizon Wireless Services
August 2014	The Board approved License Agreement with AT&T Wireless Services
October 2014	The Board approved License Agreement with Verizon Wireless Services

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since 2001 Sprint has been permitted, through a prior license agreement, to install and maintain transmission equipment on the rooftop of UI's Theophilus Tower. This equipment is used by Sprint to provide its customers with wireless personal communication service in the surrounding area. The original agreement provided for an annual payment of \$16,800 to UI, and the agreement could be terminated by either party with at least one year's prior notice. As permitted by the current agreement, the site has been periodically updated to install newer technology for personal phone and data. Because the existing license did not provide for escalations in the use fee, UI administration has proposed—and Sprint has tentatively agreed—to revise the terms of this agreement to increase the annual fee paid to \$24,000/yr. The proposed agreement also provides Sprint with permission to use the building rooftop for five years with the ability for Sprint to extend for two additional five year periods. These renewal periods provide fee increases of 15% to UI for each of the two extensions.

IMPACT

UI will receive a substantial increase in payment to extend the license agreement. The installations do not interfere with UI operations in this student residential building.

ATTACHMENTS

Attachment 1 – Proposed License

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

**CONSENT AGENDA
OCTOBER 20, 2016**

BOARD ACTION

I move to approve the request by the University of Idaho for authority to grant a five year license to Sprint in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize UI's Vice President for Infrastructure to execute the license and any related documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Site Name: UbiquiTel - U of I Campus

Site Number SP04UB113

LICENSE AGREEMENT

This License Agreement ("Agreement") is made between the Board of Regents of the University of Idaho, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Grantor"), and SprintCom, Inc., a Kansas corporation ("Grantee"), collectively the "Parties".

RECITALS

A. WHEREAS, Grantor and Grantee (or its predecessor in interest) entered into that certain License Agreement on March 19, 2001 ("Existing License") for purposes of installing, operating, and maintaining a personal communications service systems facility at 1001 Paradise Creek St, Moscow ID 83844 ("Site").

B. WHEREAS, the Parties hereby mutually agree to terminate the Existing License agreement and replace with this Agreement.

C. WHEREAS, Grantee wishes to install, operate, and maintain equipment necessary for purposes of operating a personal communications service systems specified in Exhibit A ("Equipment") on the roof of Grantor's Site known as Theophilus Tower. The portion of the Site granted to Grantee is identified as the "Premises".

D. WHEREAS, Grantor wishes to grant and Grantee wishes to receive a license for purposes of installing, operating, and maintaining Equipment all on the terms and conditions set forth herein;

WHEREFORE, Parties agree as follows:

TERMS AND CONDITIONS

1. Grant; Site. Subject to the conditions, limitations, and restrictions set forth herein and the rules, procedures, and policies of the Grantor, the Grantor does hereby grant to Grantee a non-exclusive license to install, operate, replace, modify, maintain and remove Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. The Parties recognize and agree that nothing in this Agreement is intended or shall be construed to be an easement or the granting of an interest in real property beyond permission to use as provided herein. It is expressly understood that all rights granted to Grantee under this Agreement are irrevocable until this Agreement expires or sooner terminates as provided herein.

2. Access to Premises. Grantee may gain periodic access to the Site by calling (208) 885-7379. Except in cases of emergency ("emergency" meaning the existing or imminent disruption of Grantee's permitted service without immediate access), all scheduling for access and the actual access shall occur between 8 am to 4 pm Monday through Friday, excluding University of Idaho holidays. Such non-emergency access shall be requested at least 48 hours prior to the planned

Site Name: UbiquiTel - U of I Campus

Site Number SP04UB113

time for requested access. Subject to specific Grantor approval, such approval not to be unreasonably withheld, conditioned or delayed, Grantee shall have rights of ingress and egress to the Site for the purposes of installing, inspecting, repairing, maintaining, operating, servicing or removing Grantee's Equipment. However, prior to entrance into or onto the building, Grantee's agent or contractor shall provide photo identification identifying the person as an employee of the Grantee or Grantee's contractor or subcontractor. Upon notification and identification as provided herein, an employee or agent of Grantor shall arrange for Grantee to enter the Site. Grantor may require Grantee and its employees, agents, and contractors be accompanied by an employee or agent of Grantor at all times while Grantee and its employees, agents, and contractors are inside, on, or about Grantor's property or at the Site. At no cost to Grantee, Grantor shall provide Grantee with the necessary temporary parking permits to facilitate Grantee's access. Grantor shall not have unsupervised access to the Premises where Grantee's Equipment is located, except in the event of an emergency as reasonably determined by Grantor.

3. Term of License. The license granted hereunder shall commence on October 1, 2016 (the "Commencement Date"), and shall terminate on September 30, 2021 ("Initial Term"). This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Grantee notifies Grantor in writing of Grantee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then existing Extension Term. The Initial Term and any Extension Terms are collectively referred to as the Term ("Term"). Grantor and Grantee hereby agree that the Existing License shall terminate effective as of 11:59 p.m. on the day prior to the Commencement Date of this Agreement as if such date were originally stated to be the termination date of the Existing License. The termination of the Prior Agreement shall be effective without further documentation.

4. Fees and Expenses. Within sixty (60) calendar days following the Commencement Date and no later than September 1 of each subsequent year of the Term, Grantee shall pay to Grantor a use fee of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) per year for the Initial Term, and then Twenty Seven Thousand Six Hundred Dollars (\$27,600.00) per year for the first five year Extension Term, and then Thirty One Thousand Seven Hundred Forty Dollars (\$31,740.00) per year for the second five year Extension Term, and then Thirty Six Thousand Five Hundred and One Dollars (\$36,501.00) per year for the third five year Extension Term (the "Use Fee"), which fee amount is inclusive of and shall cover electricity expenses typical for such installation and use. Use Fees for any fractional year shall be prorated. Use Fees, and/or any other charges or expenses owed by Grantee pursuant to the terms of this Agreement shall be payable to "Bursar, University of Idaho", and mailed to the attention of Auxiliary Services, University of Idaho, 875 Perimeter Dr. MS 2014, Moscow ID 83844-2014 or such other person as Grantor shall provide to Grantee on at least thirty (30) days prior written notice. In the event Grantee fails to pay the Use Fee and/or any charges or expenses assessed or incurred hereunder on or before the due date, then shall constitute a default by Grantee, and, in addition to all other remedies of the Grantor, Grantee shall pay late charges equal to ten (10) percent of the amount past due plus simple interest on the amount due equal to one (1) percent per month until paid.

5. Use of Site.

a. Subject to Grantor's prior written approval, such approval not to be unreasonably withheld conditioned or delayed, Grantee shall have the right to install, maintain, and

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operate Equipment specified in Exhibit A on the Site. All of Grantee's construction and installation work and any subsequent work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner and shall be subject to Grantor's prior written approval of Grantee's submitted installation plan such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of Facilities and modifications made within the interior of any shelters or base station equipment shall not require Grantor's prior written approval. Grantor's review shall include, but not be limited to timing of installation, method of installation, location of Equipment on the Site (to the extent they may vary from the initial installation specification and diagrams of Exhibit A) including the location of any equipment placed at some distance from the rooftop Site. Grantee shall submit information regarding appearance, attachment to the Site, the above and below ground wiring or cabling plan, the method and time of access for installation and facility or landscape restoration plan as well as any other information reasonably required by Grantor to determine the acceptability of Grantee's proposed installation. By Grantor's signature to this Agreement, Grantor hereby provides acknowledgement of its approval to the Equipment installation existing as of the Commencement Date. If Grantor does not respond in writing to Grantee's request for approval of the submitted installation plan within 15 days, the request will be deemed to have been approved in all respects by Grantor. Title to Equipment shall be held by Grantee. All Equipment shall remain Grantee's personal property and are not fixtures (except any prior or future improvements to the building's electrical system performed by Grantee and such improvements shall remain and become the property of Grantor upon installation). Grantee shall have the right to remove all Equipment at its sole expense on or before the expiration of this Agreement or its earlier termination; provided, Grantee restores the Premises and the routes used for access to the Premises to the condition that existed at the Commencement Date, reasonable wear and tear excepted.

b. Electricity shall be provided by Grantor. The costs for monthly electrical services consumed by Grantee's Equipment permitted under this Agreement are included in the monthly Use Fee paid by the Grantee to the Grantor. Unless failure or interruption of utility service is caused by the intentional act or omission of Grantor, Grantor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Site. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Grantee to terminate this Agreement or to abate the Use Fee Grantee is required to make under this Agreement, unless such failure or interruption is caused by the gross negligence or intentional act or omission of Grantor. For the purposes of this Section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Grantor. To the extent any interruption can be scheduled or otherwise anticipated, Grantor shall provide Grantee with no less than seventy-two hour notice prior to such interruption. No written approval or notice shall be required for emergency use of generators provided by Grantee. In the event of a loss of power to Grantee's Equipment, Grantee may install a temporary back-up emergency generator on the ground in a location identified by Grantor which is near the Site. Such emergency generator may be utilized and remain on Grantor's Property until such time as power is restored to Grantee's Equipment.

c. Grantor may require Grantee to take reasonable steps for installation of new equipment (including, but not limited to, prescribing a color and shape that blends with the Premises) to camouflage Equipment so that Equipment does not detract from the appearance of Site.

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d. Grantor reserves the one time right, upon one hundred and eighty (180) days prior written notice to Grantee, to relocate Equipment to another suitable site within Grantor's property ("Alternate Site"). The size, location and dimensions of the Alternate Site shall be mutually approved by the Parties prior to re-location as suitable for the purpose of operating telecommunication facilities and shall not materially diminish the signal pattern of Equipment or impair or in any manner diminish the quality of communications service provided by Grantee. In the event Grantee does not accept such Alternate Site proposed by Grantor, Grantee may terminate this Agreement effective one hundred eighty (180) days from the date of Grantor's notice to relocate from Site. The costs of relocating (or removing) Equipment to the approved Alternative Site (or from Grantor's property if Grantee does not accept Alternate Site) are the responsibility of Grantee. In the event Grantor orders relocation of Equipment to an Alternate Site as provided herein, Grantor shall pay Grantee \$10,000, with said amount to be paid as a deduction in the subsequent year's Use Fee (or paid directly to Grantee within thirty days of Grantee's removal of Equipment from Grantor's property if Grantee does not accept Alternate Site).

e. Grantee shall obtain all required permits and regulatory approvals prior to installation of Equipment. Costs for any such permits or approvals shall be the sole responsibility of Grantee or Grantee's agents. Grantor agrees to cooperate with Grantee, at Grantee's sole cost, with respect to obtaining any required zoning or other governmental approvals for the installation of the Equipment and contemplated use thereof.

f. Grantee shall not erect any signs (except as required by law), display any banners, or exhibit any type of promotional materials on or near the Site. Warning signs regarding Equipment may be permitted by Grantor upon written request by Grantee.

g. Grantee shall operate the Grantee Facilities in a manner that will not cause interference to Grantor and lessees, licensees, or occupants of the Property. All operations of Grantee shall comply with all Federal Communications Commission ("FCC") requirements and other applicable federal, state, and local laws, rules, regulations, and ordinances. Grantee will resolve any technical interference problems with other equipment or services located at or near the Premises, whether installed as of the Commencement Date or at a later date during the term of this Agreement. In the event that a technical interference problem arises, Grantee will work with Grantor to resolve the problem immediately in a mutually satisfactory manner. However, if a mutually satisfactory resolution cannot be agreed upon, the Grantor may, in its sole judgment, make the final determination of the manner in which the problem shall be resolved.

h. Grantee shall maintain Equipment and Site in good working condition. However, Grantee shall not be required to make any repairs to the Site unless such repairs shall be necessitated by reason of an act or omission of Grantee.

i. Nothing in this Agreement shall preclude Grantor from entering into similar agreements with other parties. Grantee shall not cause or permit any other communications service provider, alternative local carrier, or other third party owned or controlled facilities or equipment to be installed without the express written permission of Grantor.

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j. Grantee shall restore any landscaping or facility damaged by access for installation or subsequent maintenance, repair, operation, service, modification, or removal of Grantee's Equipment.

k. Grantee shall use caution in preparing the Site for utility placement or trenching (if any is required). In particular, the Parties recognize that standard locating measures may not reveal all previously placed utilities or other objects. As such, Grantee shall take all necessary precautions to prevent damaging any concealed/buried utilities and infrastructure that is likely present within the Site and adjoining grounds and Grantee shall instruct its construction crew to use caution and appropriate methods in order to avoid severing or damaging existing utilities or other objects from existing systems.

6. Grantor's Access to Premises. Grantor shall at all times have access to and the right to inspect the Premises and the Grantee Facilities. Grantor shall not have unsupervised access to Equipment, except in the event of emergency.

7. Taxes. If personal property or other taxes are assessed, Grantee shall pay any portion of such taxes directly and solely attributable to the Equipment.

8. Termination.

a. This Agreement may be terminated without further liability on thirty (30) days prior written notice by either party upon a non-monetary default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default (10 days for monetary default), however if the nature of the default is such that it cannot be cured within thirty (30) days then no default will be deemed to exist so long as the defaulting party commences to cure the default within the thirty (30) day period and diligently prosecutes the same with reasonable diligence, provided that the grace period for any monetary default is thirty (30) days from receipt of written notice; or by Grantee for any or no reason, provided Grantee delivers written notice of early termination to Grantor.

b. Upon termination or expiration of this Agreement, Grantee, at its own expense, shall remove the Grantee Facilities and restore the Site to the condition that existed prior to Grantee's installation of Equipment, reasonable wear and tear excepted. Grantee may terminate this Agreement at any time on thirty (30) days prior written notice to Grantor. In the event Grantee terminates this Agreement early for reasons other than default by Grantor, Grantee's failure to obtain or maintain any license, permit, approval or authorization through no fault of Grantee, any portion of the Site or the Equipment is damaged, destroyed, condemned or transferred in lieu of condemnation; or the Site or the Equipment becomes inappropriate for Grantee's operations because of technological reasons, including, without limitation, signal interference, Grantee shall not be reimbursed for previously paid Use Fee, but such termination shall terminate all future Grantee obligations regarding subsequent years' Use Fee.

9. Destruction or Condemnation. If Grantee chooses not to terminate this Agreement upon destruction or condemnation, of the Site or Equipment the Use Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of the Site until such time as the damage is repaired or Site replaced.

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10. Indemnity. Grantee and Grantee's agents and subcontractors shall, to the fullest extent permitted by law, indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses which Grantor may incur as a result of any act or omission of the Grantee, Grantee's agents, contractors, and subcontractors in their use of the Site under this Agreement or any other action in relation to this Agreement. This does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Grantor, its agents and assigns. If any action, claim or demand is made against Grantor for any act or omission of the Grantee, its agents, contractors and subcontractors, the Grantee agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all attorneys' fees and costs associated with any appeal proceeding. This indemnification shall survive the termination of this Agreement for claims, liabilities, losses, costs, charges, or expenses occurring after termination but attributable to the uses authorized by this Agreement.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Grantor shall hold Grantee, its agents and assigns, harmless from and/or against 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 performance under this Agreement. This does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Grantee, its agents or assigns—including conditions of Grantor's premises, or when the claim or suit is made against Grantee by the University, the State of Idaho, or any of its agencies. Except for claims arising from its own acts of gross negligence or intentional misconduct, Grantor will not have any liability for personal injury or death, loss of revenue due to discontinuance of operations at the Site, or imperfect communications operations experienced by Grantee for any reason. The obligations pursuant to this Section 10 shall survive the termination or expiration of this Agreement. Grantee shall promptly notify the University of Idaho, Attn: Risk Management Officer, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with Grantor or its representatives in the defense of the same. Grantor's liability coverage is provided through a self-funded liability program. Limits of liability are \$500,000 Combined Single Limits, which amount is the Grantor's limit of liability under the Idaho Tort Claims Act.

11. Insurance. Grantee and Grantee's contractors and subcontractors are required to carry the types and limits of insurance shown in this Section 11, and provide Grantor with a Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements. Certificates from Grantee and Grantee's contractor and subcontractors shall be provided within 30 days of Grantor's request for a Certificate of Insurance. All insurers shall have a Best's rating of "A minus V" or better and be eligible to do business in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Grantor may choose to maintain. All required liability policies shall include State of Idaho and the Regents of the University of Idaho as an additional insured. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by

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Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any. Certificates shall be mailed to: 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, Attn: Risk Management. All required policies shall contain waiver of subrogation coverage or endorsements. Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Grantor's option. By requiring insurance herein, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities granted to Grantor in this License. Grantee shall at its sole cost and expense, procure and maintain insurance of the types and in the amounts described below:

a. Commercial General and or Umbrella excess Liability Insurance: Grantee and Grantee's contractors and subcontractors while working hereunder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and \$2 million in the aggregate. 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, sudden and accidental pollution for third parties, and contractual liability coverage.

b. Commercial Auto Insurance: Grantee and Grantee's agents, contractors and subcontractors while working hereunder shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000;. Coverage shall include Non-Owned and Hired Car coverage.

c. Personal property: In no event shall Grantor be liable for any damage to or loss of personal property sustained by Grantee or Grantee's agents or contractors, whether or not insured, even if such loss is caused by the negligence of Grantor, its employees, officers or agents.

d. Workers' Compensation: Where required by law, Grantee and Grantee's agents, contractors and subcontractors shall maintain all statutorily required coverages including Employer's Liability. Grantee is responsible for collecting Certificates of Insurance evidencing Workers Compensation coverage from Grantee's agents and subcontractors, and for forwarding such Certificates to Grantor.

Notwithstanding the forgoing, Grantee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Grantee elects to self-insure its obligation under this Agreement to include Grantor as an additional insured, the following conditions apply:

(i) Grantor shall promptly and no later than ten (10) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage

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pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and

(iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

12. Waiver of Subrogation. Grantor and Grantee release each other and their respective principals, employees, representatives, and agents, from any claims for damage to any person or to the Site or to the Equipment thereon or to the Site caused by, or that result from, risks insured against under property insurance policies carried by the parties and in force at the time of any such damage. Grantor and Grantee shall cause each property insurance policy or equivalent obtained by them to provide that the insurance company or equivalent waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

13. Assignment and Sub-licensing. Grantee will not assign or transfer this Lease or sublet all or any portion of the Premises without the prior written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Grantee will have the right, without notice to or consent of Grantor, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Grantee; (b) any entity acquiring substantially all of the assets of Grantee; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s) or other brand name(s) used or licensed by Grantee's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Grantee. Grantor will not be entitled to any additional rent or other fees for its review or approval.

14. Hazardous Substances. Each Party agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Site or Grantor's property in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the U. S. Government or the State of Idaho to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Grantor represents that it has no knowledge of any Hazardous Materials on or under the Site or Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Tort Claims Act, Notwithstanding any provision contained in this Agreement to the contrary, Grantor agrees to hold harmless Grantee from any and all Claims relating to any Hazardous Material present on or affecting Grantor's Property prior to or on the Existing License, unless the presence or release of the Hazardous Material is caused by the activities of Grantee. The provisions of this Section will apply as of the effective date of the Agreement. The indemnity obligations under this Section will survive termination of this Agreement.

15. Attorneys' 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

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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.

16. 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, to be effective when properly sent and received, refused or returned undelivered. 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:

The Grantor:

Regents of the University of Idaho
Vice President, Finance & Admin
Moscow, ID 83844-3168

The Grantee:

SprintCom, Inc.
Sprint Property Services
Site ID: SP04UB113
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint Law Department
Site ID: SP04UB113
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

17. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of Grantee and an authorized representative of Grantor.

18. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the state of Idaho. The venue for any action brought to enforce this Agreement or otherwise shall be in the court of competent jurisdiction in Latah County, Idaho.

19. Non-Use of Names and Trademarks. Grantee shall not use the name, trade name, trademark, or other designation of the Grantor, or any contraction, abbreviation, or simulation of any of the foregoing, in any advertisement, for any commercial or promotional purpose, or for any

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other purpose (other than in performing under this Agreement) without the Grantor's prior written consent in each case.

20. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

21. 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.

22. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

23. Nondiscrimination and Affirmative Action.

A. Grantee shall not 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, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Grantee certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Grantee agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

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

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

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

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

B. Grantee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 which is related to the performance and obligations under this Agreement and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

24. Institution's Rules, Regulations, and Instructions. Grantee shall follow and comply with all rules and regulations of the Grantor and the reasonable instructions of Grantor's personnel. The Grantor reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

25. Representations and Warranties. Grantee 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 perform its obligations hereunder; (b) that it may legally conduct business in Idaho, that is 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 that it has or will obtain all licenses and permits required by law; (c) that in performing the services called for hereunder Grantee will not be in breach of any agreement with a third party; and (d) that it has inspected the property and the Site and that the same are suitable and adequate in all respects for Grantee's operations under this Agreement.

26. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

28. No Joint Venture. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

29. Entity Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

GRANTOR:

Board of Regents of the University
of Idaho, a state educational institution,
and a body politic and corporate organized
and existing under the Constitution and laws
of the state of Idaho

Daniel R. Ewart, Vice President
Infrastructure

Date: _____

GRANTEE:

SprintCom, Inc.,
a Kansas corporation

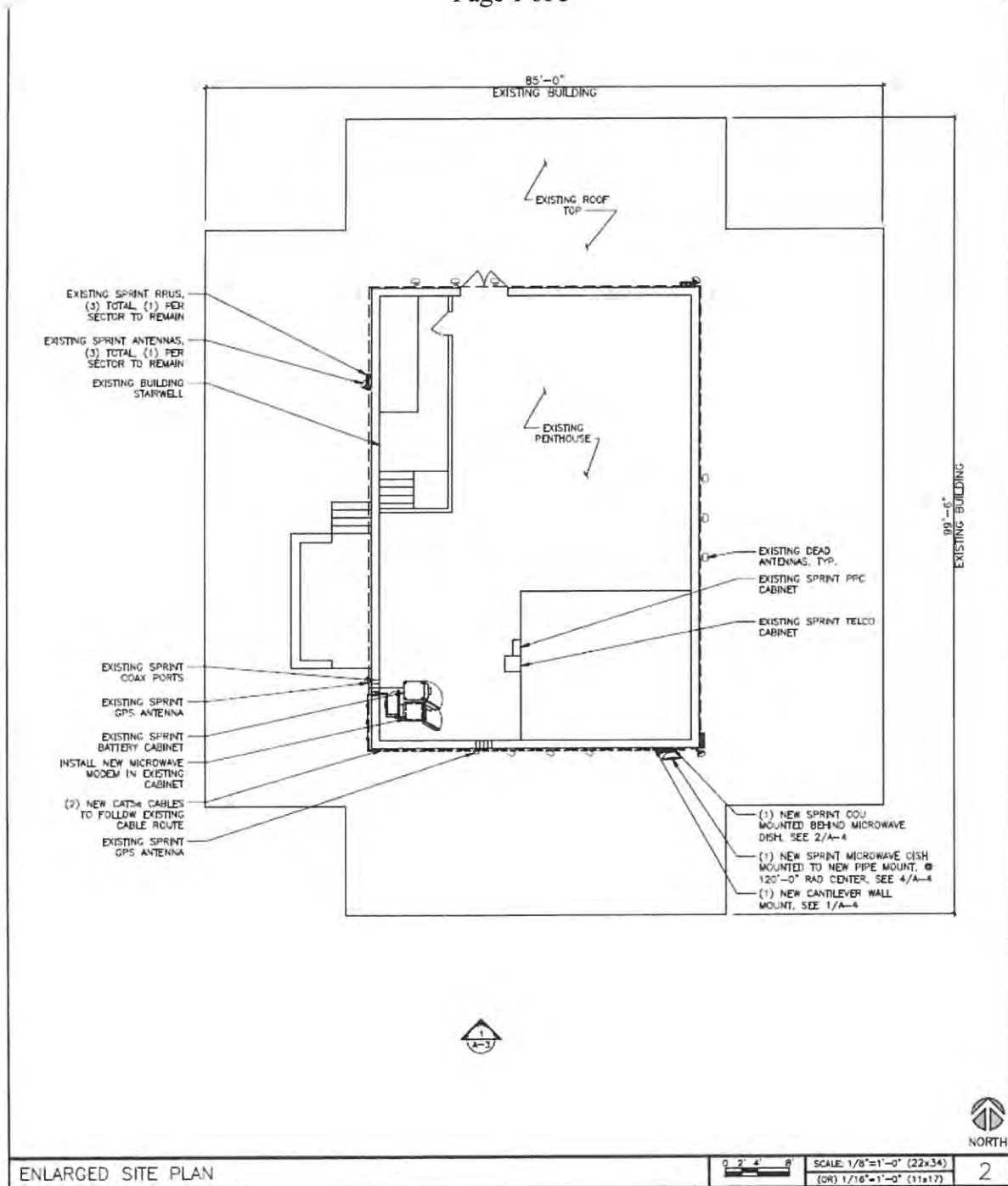
By: Michael Mizzell
Its: Manager – Vendor Management

Date: _____

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EXHIBIT A
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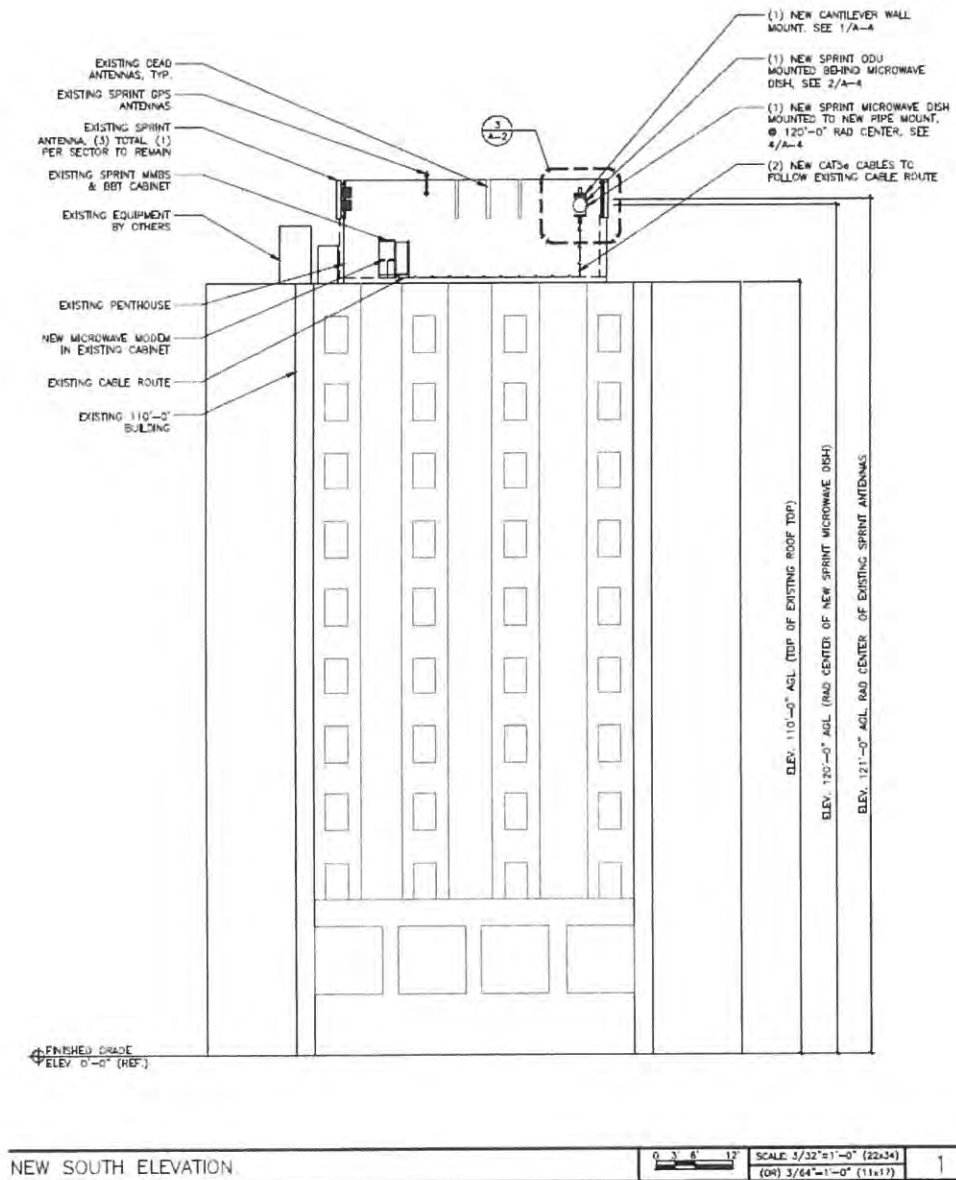


SITE PLAN

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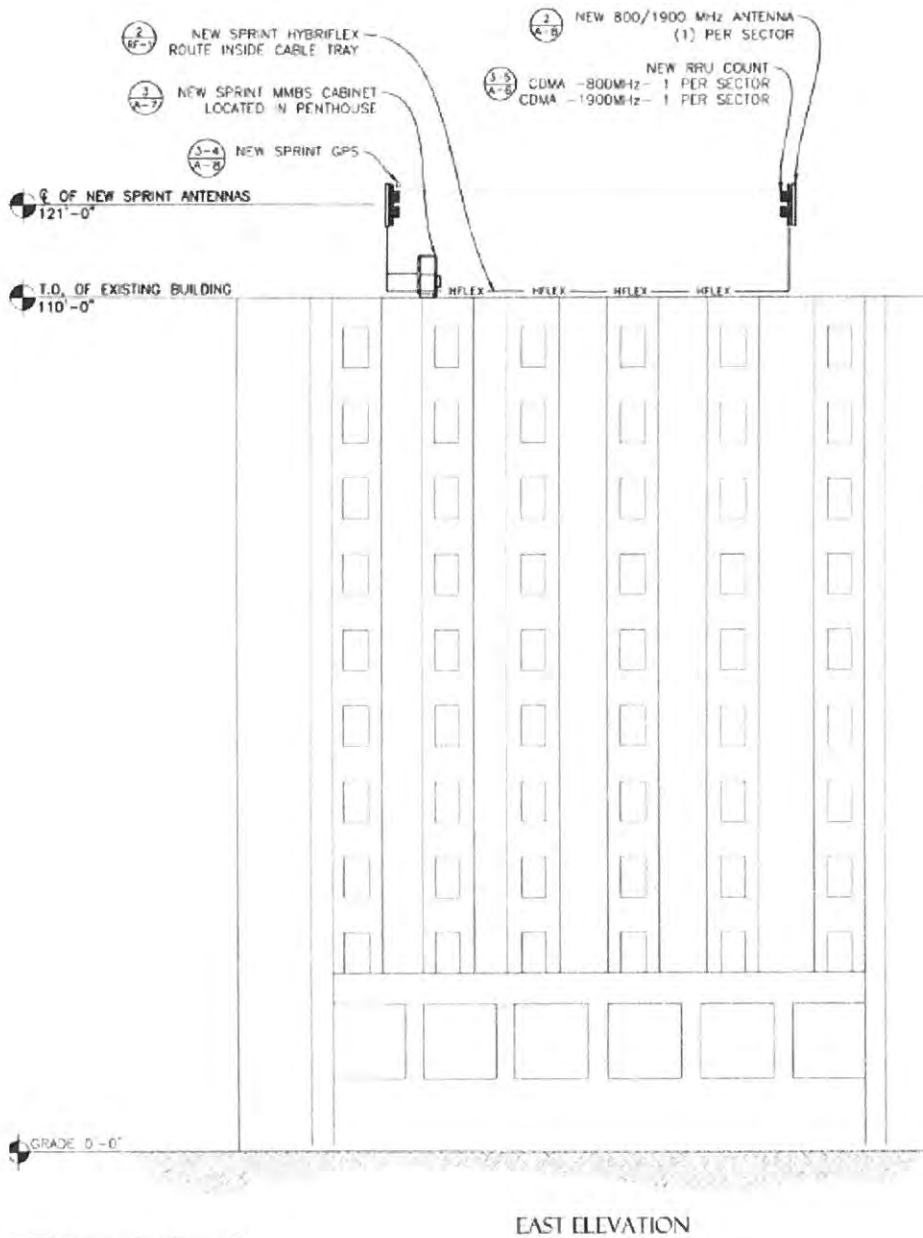


Elevation

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EXHIBIT A



ANALYSIS MUST BE
UPPER PLANNING

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**CONSENT AGENDA
OCTOBER 20, 2016**

UNIVERSITY OF IDAHO

SUBJECT

License Agreement with Sprint to permit continued operation and maintenance of Sprint infrastructure on the University of Idaho's (UI) "I" Water Tank.

REFERENCE

March 2004	The Idaho State Board of Education (Board) approved License Agreement with Verizon Wireless Services
February 2007	The Board approved extension of License Agreement with Verizon Wireless Services
August 2014	The Board approved License Agreement with AT&T Wireless Services
October 2014	The Board approved License Agreement with Verizon Wireless Services

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since 2005 Sprint has been permitted, through a prior license agreement, to install and maintain transmission equipment on the leg of UI's "I" Water Tank. This equipment is used by Sprint to provide its customers with wireless personal communication service in the surrounding area. The original agreement provided for an annual payment of \$9,600 to UI. The agreement provided for escalations to a current annual fee of \$11,616 and could be terminated by either party with at least one year's prior notice. As permitted by the current agreement, the site has been periodically updated to install newer technology for personal phone and data. UI administration has proposed—and Sprint has tentatively agreed—to revise the terms of this agreement to increase the annual fee paid to \$24,000/yr. The proposed agreement also provides Sprint with permission to use the site for five years, with the ability for Sprint to extend for two additional five year periods. These renewal periods provide fee increases of 15% to UI for each of the two extensions.

IMPACT

UI will receive a substantial increase in payment to extend the license agreement. The installations do not interfere with UI operations at this water storage facility.

ATTACHMENTS

Attachment 1 – Proposed License

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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

**CONSENT AGENDA
OCTOBER 20, 2016**

BOARD ACTION

I move to approve the request by the University of Idaho for authority to grant a five year license to Sprint in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Vice President for Infrastructure to execute the license and any related documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Site Name: UbiquiTel - Vandals

Site Number SP03UB188

LICENSE AGREEMENT

This License Agreement ("Agreement") is made between the Board of Regents of the University of Idaho, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Grantor"), and SprintCom, Inc., a Kansas corporation ("Grantee"), collectively the "Parties".

RECITALS

A. WHEREAS, Grantor and Grantee (or its predecessor in interest) entered into that certain License Agreement on May 19, 2005 ("Existing License") for purposes of installing, operating, and maintaining a personal communications service systems facility at 1000 Nez Perce Dr., Moscow ID 83844 ("Site").

B. WHEREAS, the Parties hereby mutually agree to terminate the Existing License agreement and replace with this Agreement.

C. WHEREAS, Grantee wishes to install, operate, and maintain equipment necessary for purposes of operating a personal communications service systems specified in Exhibit A ("Equipment") on the Grantor's Site known as the I Tower, which is a water storage tank on the campus of the University of Idaho. The portion of the Site granted to Grantee is identified as the "Premises".

D. WHEREAS, Grantor wishes to grant and Grantee wishes to receive a license for purposes of installing, operating, and maintaining Equipment all on the terms and conditions set forth herein;

WHEREFORE, Parties agree as follows:

TERMS AND CONDITIONS

1. Grant; Site. Subject to the conditions, limitations, and restrictions set forth herein and the rules, procedures, and policies of the Grantor, the Grantor does hereby grant to Grantee a non-exclusive license to install, operate, replace, modify maintain and remove Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. The Parties recognize and agree that nothing in this Agreement is intended or shall be construed to be an easement or the granting of an interest in real property beyond permission to use as provided herein. It is expressly understood that all rights granted to Grantee under this Agreement are irrevocable until this Agreement expires or sooner terminates as provided herein.

2. Access to Premises. Grantee may gain periodic access to the Site by calling (208) 885-6271. Except in cases of emergency ("emergency" meaning the existing or imminent disruption of Grantee's permitted service without immediate access), all scheduling for access and the actual access shall occur between 8 am to 4 pm Monday through Friday, excluding University of Idaho holidays. Such non-emergency access shall be requested at least 48 hours prior to the planned time for requested access. Subject to specific Grantor approval, such approval not to be

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unreasonably withheld, conditioned or delayed, Grantee shall have rights of ingress and egress to the Site for the purposes of installing, inspecting, repairing, maintaining, operating, servicing or removing Grantee's Equipment. However, prior to entrance into or onto the grounds and tower, Grantee's agent or contractor shall provide photo identification identifying the person as an employee of the Grantee or Grantee's contractor or subcontractor. Upon notification and identification as provided herein, an employee or agent of Grantor shall arrange for Grantee to enter the Site. Grantor may require Grantee and its employees, agents, and contractors be accompanied by an employee or agent of Grantor at all times while Grantee and its employees, agents, and contractors are on or about Grantor's property or at the Site. At no cost to Grantee, Grantor shall provide Grantee with the necessary temporary parking permits to facilitate Grantee's access. Grantor shall not have unsupervised access to the Premises where Grantee's Equipment is located, except in the event of an emergency as reasonably determined by Grantor. Due to the natural surfaces between the nearest road and the Site, Grantee hereby acknowledges that Grantor may delay non-emergency access to Site when in Grantor's sole determination access to the Site will cause damages to the grounds requiring immediate repair or if in the Grantor's determination such access could result in damage to Grantee's vehicles or result in Grantee's vehicles becoming stuck in the natural surfaces which must be traversed for access to Site.

3. Term of License. The license granted hereunder shall commence on October 1, 2016 (the "Commencement Date"), and shall terminate on September 30, 2021 ("Initial Term"). This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Grantee notifies Grantor in writing of Grantee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then existing Extension Term. The Initial Term and any Extension Terms are collectively referred to as the Term ("Term"). Grantor and Grantee hereby agree that the Existing License shall terminate effective as of 11:59 p.m. on the day prior to the Commencement Date of this Agreement as if such date were originally stated to be the termination date of the Existing License. The termination of the Prior Agreement shall be effective without further documentation.

4. Fees and Expenses. Within sixty (60) calendar days following the Commencement Date and no later than October 1 of each subsequent year of the Term, Grantee shall pay to Grantor a use fee of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) per year for the Initial Term, and then Twenty Seven Thousand Six Hundred Dollars (\$27,600.00) per year for the first five year Extension Term, and then Thirty One Thousand Seven Hundred Forty Dollars (\$31,740.00) per year for the second five year Extension Term, and then Thirty Six Thousand Five Hundred and One Dollars (\$36,501.00) per year for the third five year Extension Term (the "Use Fee"), which fee amount is inclusive of and shall cover electricity expenses typical for such installation and use. Use Fees for any fractional year shall be prorated. Use Fees, and/or any other charges or expenses owed by Grantee pursuant to the terms of this Agreement shall be payable to "Bursar, University of Idaho", and mailed to the attention of Infrastructure Business Office, University of Idaho, 875 Perimeter Dr. MS 3162, Moscow ID 83844-3162 or such other person as Grantor shall provide to Grantee on at least thirty (30) days prior written notice. Failure to pay the Use Fee and/or any charges or expenses assessed or incurred hereunder on or before the due date shall constitute a default by Grantee, and, in addition to all other remedies of the Grantor, Grantee shall pay late charges equal to ten (10) percent of the amount past due plus simple interest on the amount due equal to one (1) percent per month until paid.

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5. Use of Site.

a. Subject to Grantor's prior written approval, such approval not to be unreasonably withheld conditioned or delayed, Grantee shall have the right to install, maintain, and operate Equipment specified in Exhibit A on the Site. All of Grantee's construction and installation work and any subsequent work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner and shall be subject to Grantor's prior written approval of Grantee's submitted installation plan such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of Facilities and modifications made within the interior of any shelters or base station equipment shall not require Grantor's prior written approval. Grantor's review shall include, but not be limited to timing of installation, method of installation, location of Equipment on the Site (to the extent they may vary from the initial installation specification and diagrams of Exhibit A) including the location of any equipment placed at some distance from the rooftop Site. Grantee shall submit information regarding appearance, attachment to the Site, the above and below ground wiring or cabling plan, the method and time of access for installation and facility or landscape restoration plan as well as any other information reasonably required by Grantor to determine the acceptability of Grantee's proposed installation. By Grantor's signature to this Agreement, Grantor hereby provides acknowledgement of its approval to the Equipment installation existing as of the Commencement Date. If Grantor does not respond in writing to Grantee's request for approval of the submitted installation plan within 15 days, the request will be deemed to have been approved in all respects by Grantor. Title to Equipment shall be held by Grantee. All Equipment shall remain Grantee's personal property and are not fixtures (except any prior or future improvements to the building's electrical system performed by Grantee and such improvements shall remain and become the property of Grantor upon installation). Grantee shall have the right to remove all Equipment at its sole expense on or before the expiration of this Agreement or its earlier termination; provided, Grantee restores the Premises and the routes used for access to the Premises to the condition that existed at the Commencement Date, reasonable wear and tear excepted.

b. Electricity shall be provided by Grantor. The costs for monthly electrical services consumed by Grantee's Equipment permitted under this Agreement are included in the monthly Use Fee paid by the Grantee to the Grantor. Unless failure or interruption of utility service is caused by the intentional act or omission of Grantor, Grantor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Site. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Grantee to terminate this Agreement or to abate the Use Fee Grantee is required to make under this Agreement, unless such failure or interruption is caused by the gross negligence or intentional act or omission of Grantor. For the purposes of this Section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Grantor. To the extent any interruption can be scheduled or otherwise anticipated, Grantor shall provide Grantee with no less than seventy-two hour notice prior to such interruption. No written approval or notice shall be required for emergency use of generators provided by Grantee. In the event of a loss of power to Grantee's Equipment, Grantee may install a temporary back-up emergency generator on the ground in a location identified by Grantor which is near the Site. Such emergency generator may be utilized and remain on Grantor's Property until such time as power is restored to Grantee's Equipment.

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c. Grantor may require Grantee to take reasonable steps for installation of new equipment (including, but not limited to, prescribing a color and shape that blends with the Premises) to camouflage Equipment so that Equipment does not detract from the appearance of Site.

d. Grantor reserves the one time right, upon one hundred and eighty (180) days prior written notice to Grantee, to relocate Equipment to another suitable site within Grantor's property ("Alternate Site"). The size, location and dimensions of the Alternate Site shall be mutually approved by the Parties prior to re-location as suitable for the purpose of operating telecommunication facilities and shall not materially diminish the signal pattern of Equipment or impair or in any manner diminish the quality of communications service provided by Grantee. In the event Grantee does not accept such Alternate Site proposed by Grantor, Grantee may terminate this Agreement effective one hundred eighty (180) days from the date of Grantor's notice to relocate from Site. The costs of relocating (or removing) Equipment to the approved Alternative Site (or from Grantor's property if Grantee does not accept Alternate Site) are the responsibility of Grantee. In the event Grantor orders relocation of Equipment to an Alternate Site as provided herein, Grantor shall pay Grantee \$10,000, with said amount to be paid as a deduction in the subsequent year's Use Fee (or paid directly to Grantee within thirty days of Grantee's removal of Equipment from Grantor's property if Grantee does not accept Alternate Site).

e. Grantee shall obtain all required permits and regulatory approvals prior to installation of Equipment. Costs for any such permits or approvals shall be the sole responsibility of Grantee or Grantee's agents. Grantor agrees to cooperate with Grantee, at Grantee's sole cost, with respect to obtaining any required zoning or other governmental approvals for the installation of the Equipment and contemplated use thereof.

f. Grantee shall not erect any signs (except as required by law), display any banners, or exhibit any type of promotional materials on or near the Site. Warning signs regarding Equipment may be permitted by Grantor upon written request by Grantee.

g. Grantee shall operate Equipment in a manner that will not cause interference to Grantor and lessees, licensees, of the structure. All operations of Grantee shall comply with all Federal Communications Commission ("FCC") requirements and other applicable federal, state, and local laws, rules, regulations, and ordinances. Grantee will resolve any technical interference problems with other equipment or services located at or near the Premises, whether installed as of the Commencement Date or at a later date during the Term of this Agreement. In the event that a technical interference problem arises, Grantee will work with Grantor to resolve the problem immediately in a mutually satisfactory manner. However, if a mutually satisfactory resolution cannot be agreed upon, the Grantor may, in its sole judgment, make the final determination of the manner in which the problem shall be resolved.

h. Grantee shall maintain Equipment and Site in good working condition. However, Grantee shall not be required to make any repairs to the Site unless such repairs shall be necessitated by reason of an act or omission of Grantee.

i. Nothing in this Agreement shall preclude Grantor from entering into similar agreements with other parties. Grantee shall not cause or permit any other communications service

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provider, alternative local carrier, or other third party owned or controlled facilities or equipment to be installed without the express written permission of Grantor.

j. Grantee shall restore any landscaping or facility damaged by access for installation or subsequent maintenance, repair, operation, service, modification, or removal of Grantee's Equipment.

k. Grantee shall use caution in preparing the Site for utility placement or trenching (if any is required). In particular, the Parties recognize that standard locating measures may not reveal all previously placed utilities or other objects. As such, Grantee shall take all necessary precautions to prevent damaging any concealed/buried utilities and infrastructure that is likely present within the Site and adjoining grounds and Grantee shall instruct its construction crew to use caution and appropriate methods in order to avoid severing or damaging existing utilities or other objects from existing systems.

6. Grantor's Access to Premises. Grantor shall at all times have access to and the right to inspect the Premises and the Grantee Facilities. Grantor shall not have unsupervised access to Equipment, except in the event of emergency.

7. Taxes. If personal property or other taxes are assessed, Grantee shall pay any portion of such taxes directly and solely attributable to the Equipment.

8. Termination.

a. This Agreement may be terminated without further liability on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, however if the nature of the default is such that it cannot be cured within thirty (30) days then no default will be deemed to exist so long as the defaulting party commences to cure the default within the thirty (30) day period and diligently prosecutes the same with reasonable diligence, provided that the grace period for any monetary default is thirty (30) days from receipt of written notice; or by Grantee for any or no reason, provided Grantee delivers written notice of early termination to Grantor.

b. Upon termination or expiration of this Agreement, Grantee, at its own expense, shall remove the Grantee Facilities and restore the Site to the condition that existed prior to Grantee's installation of Equipment, reasonable wear and tear excepted. Grantee may terminate this Agreement at any time on thirty (30) days prior written notice to Grantor. In the event Grantee terminates this Agreement early for reasons other than default by Grantor, Grantee's failure to obtain or maintain any license, permit, approval or authorization through no fault of Grantee, any portion of the Site or the Equipment is damaged, destroyed, condemned or transferred in lieu of condemnation; or the Site or the Equipment becomes inappropriate for Grantee's operations because of technological reasons, including, without limitation, signal interference, Grantee shall not be reimbursed for previously paid Use Fee, but such termination shall terminate all future Grantee obligations regarding subsequent years' Use Fee.

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9. Destruction or Condemnation. If Grantee chooses not to terminate this Agreement upon destruction or condemnation of the Site or Equipment, the Use Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of the Site until such time as the damage is repaired or Site replaced.

10. Indemnity. Grantee and Grantee's agents and subcontractors shall, to the fullest extent permitted by law, indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses which Grantor may incur as a result of any act or omission of the Grantee, Grantee's agents, contractors, and subcontractors in their use of the Site under this Agreement or any other action in relation to this Agreement. This does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Grantor, its agents and assigns. If any action, claim or demand is made against Grantor for any act or omission of the Grantee, its agents, contractors and subcontractors, the Grantee agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all attorneys' fees and costs associated with any appeal proceeding. This indemnification shall survive the termination of this Agreement for claims, liabilities, losses, costs, charges, or expenses occurring after termination but attributable to the uses authorized by this Agreement.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Grantor shall hold Grantee, its agents and assigns, harmless from and/or against 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 performance under this Agreement. This does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Grantee, its agents or assigns—including conditions of Grantor's premises, or when the claim or suit is made against Grantee by the University, the State of Idaho, or any of its agencies. Except for claims arising from its own acts of gross negligence or intentional misconduct, Grantor will not have any liability for personal injury or death, loss of revenue due to discontinuance of operations at the Site, or imperfect communications operations experienced by Grantee for any reason. The obligations pursuant to this Section 10 shall survive the termination or expiration of this Agreement. Grantee shall promptly notify the University of Idaho, Attn: Risk Manager, 875 Perimeter Dr. MS 2285, Moscow ID 83844-2285, of any such claim of which it has knowledge and shall cooperate fully with Grantor or its representatives in the defense of the same. Grantor's liability coverage is provided through a self-funded liability program. Limits of liability are \$500,000 Combined Single Limits, which amount is the Grantor's limit of liability under the Idaho Tort Claims Act.

11. Insurance. Grantee and Grantee's contractors and subcontractors are required to carry the types and limits of insurance shown in this Section 11, and provide Grantor with a Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements. Certificates from Grantee and Grantee's contractor and subcontractors shall be provided within 30 days of Grantor's request for a Certificate of Insurance. All insurers shall have a Best's rating of "A minus V" or better and be eligible to do business in Idaho. All policies required shall be written as primary policies

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and not contributing to nor in excess of any coverage Grantor may choose to maintain. All required liability policies shall include State of Idaho and the Regents of the University of Idaho as an additional insured. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any. Certificates shall be mailed to: 875 Perimeter Dr. MS 2285, Moscow ID 83844-2285, Attn: Risk Manager. All required policies shall contain waiver of subrogation coverage or endorsements. Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Grantor's option. By requiring insurance herein, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities granted to Grantor in this License. Grantee shall at its sole cost and expense, procure and maintain insurance of the types and in the amounts described below:

a. Commercial General and or Umbrella excess Liability Insurance: Grantee and Grantee's contractors and subcontractors while working hereunder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and \$2 million in the aggregate. 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, sudden and accidental pollution for third parties, and contractual liability coverage.

b. Commercial Auto Insurance: Grantee and Grantee's agents, contractors and subcontractors while working hereunder shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000. Coverage shall include Non-Owned and Hired Car coverage.

c. Personal property: In no event shall Grantor be liable for any damage to or loss of personal property sustained by Grantee or Grantee's agents or contractors, whether or not insured, even if such loss is caused by the negligence of Grantor, its employees, officers or agents.

d. Workers' Compensation: Where required by law, Grantee and Grantee's agents, contractors and subcontractors shall maintain all statutorily required coverages including Employer's Liability. Grantee is responsible for collecting Certificates of Insurance evidencing Workers Compensation coverage from Grantee's agents and subcontractors, and for forwarding such Certificates to Grantor.

Notwithstanding the forgoing, Grantee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Grantee

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elects to self-insure its obligation under this Agreement to include Grantor as an additional insured, the following conditions apply:

(i) Grantor shall promptly and no later than ten (10) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and

(iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

12. Waiver of Subrogation. Grantor and Grantee release each other and their respective principals, employees, representatives, and agents, from any claims for damage to any person or to the Site or to the Equipment thereon or to the Site caused by, or that result from, risks insured against under property insurance policies carried by the parties and in force at the time of any such damage. Grantor and Grantee shall cause each property insurance policy or equivalent obtained by them to provide that the insurance company or equivalent waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

13. Assignment and Sub-licensing. Grantee will not assign or transfer this Lease or sublet all or any portion of the Premises without the prior written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Grantee will have the right, without notice to or consent of Grantor, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Grantee; (b) any entity acquiring substantially all of the assets of Grantee; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s) or other brand name(s) used or licensed by Grantee's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Grantee. Grantor will not be entitled to any additional rent or other fees for its review or approval.

14. Hazardous Substances. Each Party agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Site or Grantor's property in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the U. S. Government or the State of Idaho to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Grantor represents that it has no knowledge of any Hazardous Materials on or under the Site or Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Tort Claims Act, Notwithstanding any provision contained in this Agreement to the contrary, Grantor agrees to hold harmless Grantee from any and all Claims relating to any Hazardous Material present on or affecting Grantor's Property prior to or on the Existing License, unless the presence or release of the Hazardous Material is caused by the activities of Grantee. The

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provisions of this Section will apply as of the effective date of the Agreement. The indemnity obligations under this Section will survive termination of this Agreement.

15. Attorneys' 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.

16. 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, to be effective when properly sent and received, refused or returned undelivered. 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:

The Grantor:

Regents of the University of Idaho
Vice President for Infrastructure
875 Perimeter Dr. MS 3162
Moscow, ID 83844-3162

The Grantee:

SprintCom, Inc.
Site No: SP03UB188
Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint Law Department
Site No: SP03UB188
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

17. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of Grantee and an authorized representative of Grantor.

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18. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the state of Idaho. The venue for any action brought to enforce this Agreement or otherwise shall be in the court of competent jurisdiction in Latah County, Idaho.

19. Non-Use of Names and Trademarks. Grantee shall not use the name, trade name, trademark, or other designation of the Grantor, or any contraction, abbreviation, or simulation of any of the foregoing, in any advertisement, for any commercial or promotional purpose, or for any other purpose (other than in performing under this Agreement) without the Grantor's prior written consent in each case.

20. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

21. 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.

22. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

23. Nondiscrimination and Affirmative Action.

A. Grantee shall not 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, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Grantee certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Grantee agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

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

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

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

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

B. Grantee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 which is related to the performance and obligations under this Agreement and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

24. Institution's Rules, Regulations, and Instructions. Grantee shall follow and comply with all rules and regulations of the Grantor and the reasonable instructions of Grantor's personnel. The Grantor reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

25. Representations and Warranties. Grantee 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 perform its obligations hereunder; (b) that it may legally conduct business in Idaho, that is 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 that it has or will obtain all licenses and permits required by law; (c) that in performing the services called for hereunder Grantee will not be in breach of any agreement with a third party; and (d) that it has inspected the property and the Site and that the same are suitable and adequate in all respects for Grantee's operations under this Agreement.

26. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

28. No Joint Venture. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

29. Entity Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

**CONSENT AGENDA
OCTOBER 20, 2016**

ATTACHMENT 2

Site Name: UbiquiTel - Vandals

Site Number SP03UB188

GRANTOR:

Board of Regents of the University
of Idaho, a state educational institution,
and a body politic and corporate organized
and existing under the Constitution and laws
of the state of Idaho

GRANTEE:

SprintCom, Inc.,
a Kansas corporation

Daniel R Ewart, Vice President
Infrastructure

By: Michael Mizzell
Its: Manager – Vendor Management

Date: _____

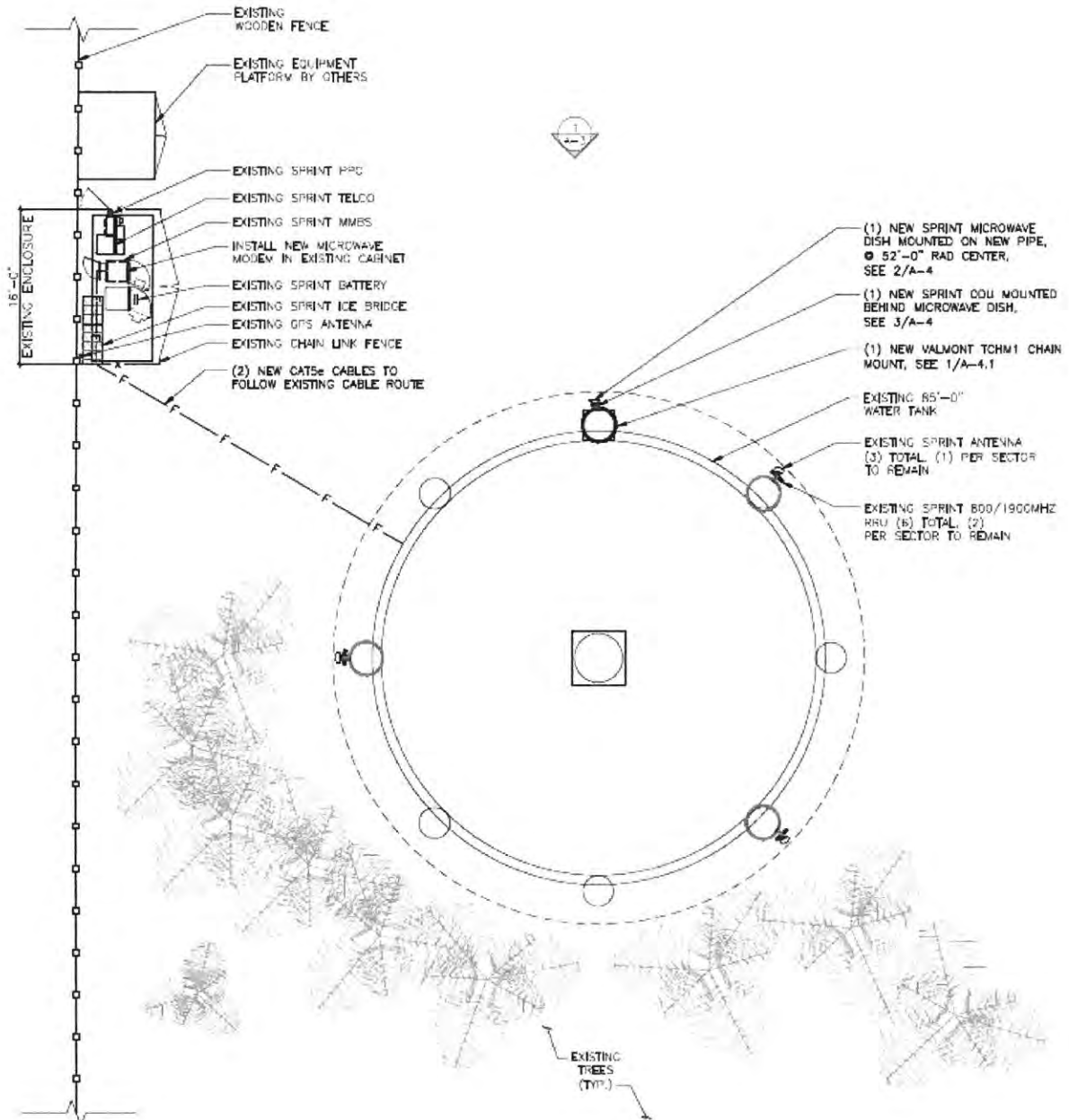
Date: _____

Site Name: UbiquiTel - Vandals

Site Number SP03UB188

EXHIBIT A

1 of 3



Site Name: UbiquiTel - Vandals

Site Number SP03UB188

EXHIBIT A

2 of 3

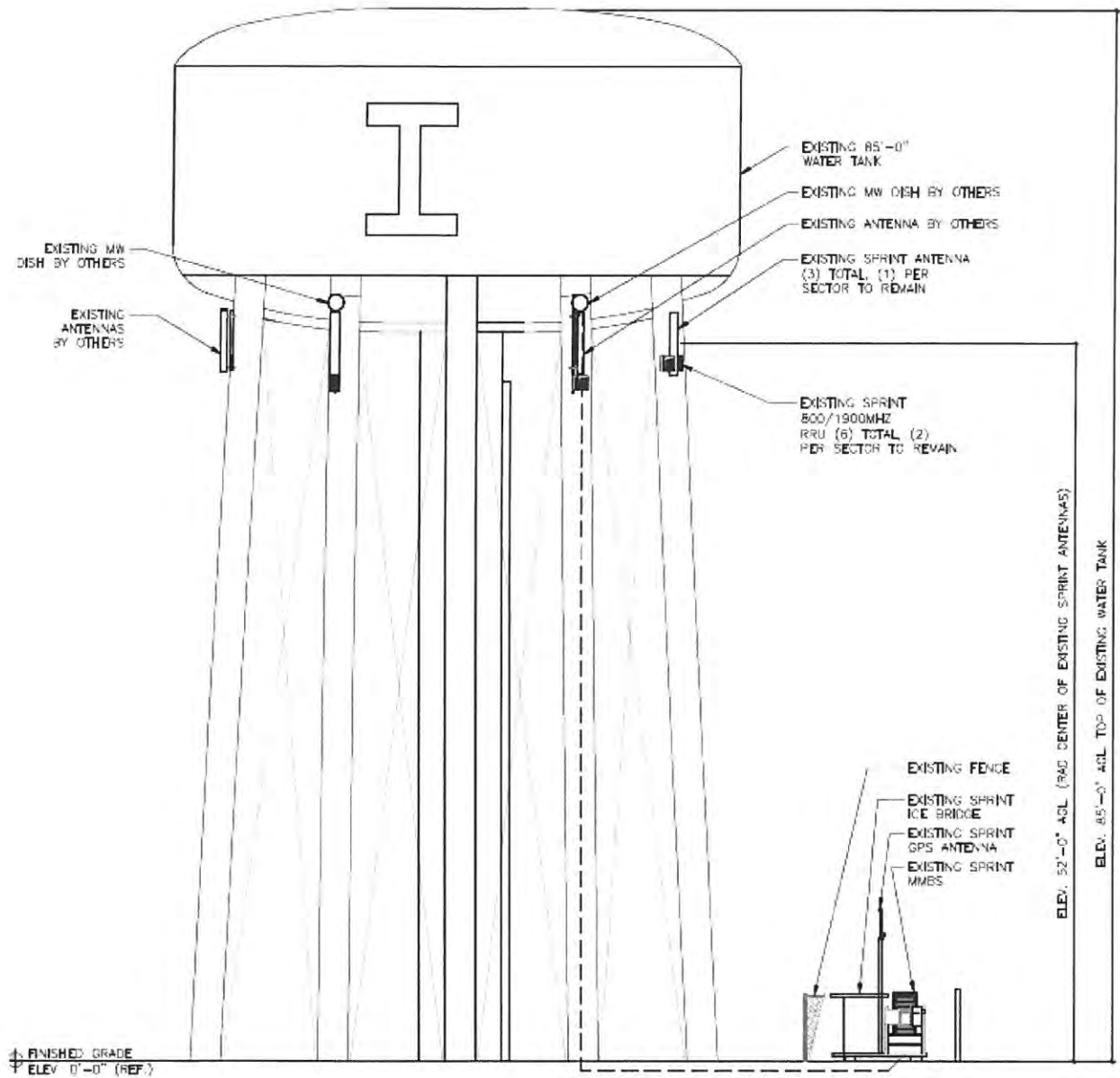
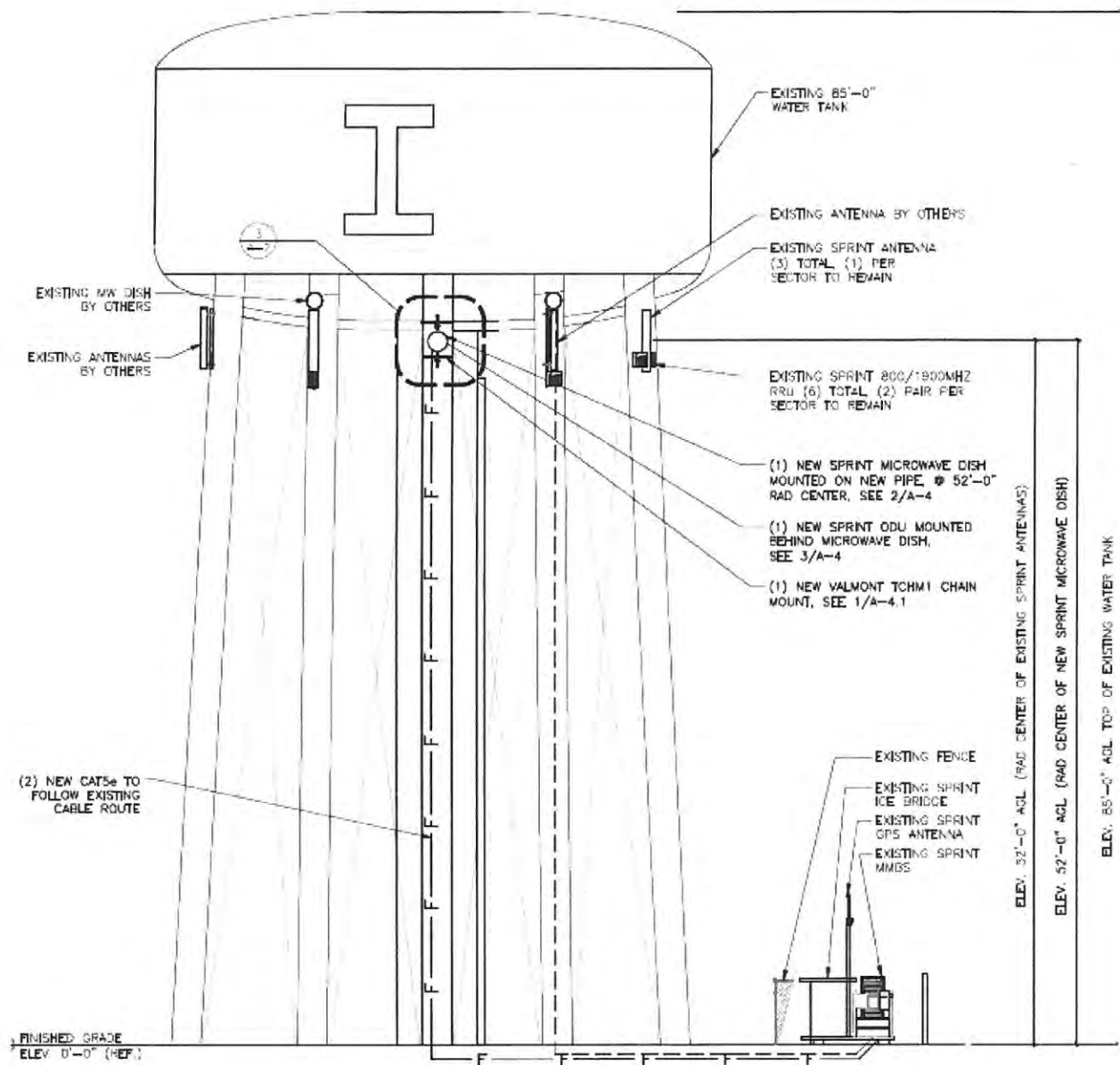


EXHIBIT A

3 of 3



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**CONSENT AGENDA
OCTOBER 20, 2016**

UNIVERSITY OF IDAHO

SUBJECT

Donation of two high-speed lit fiber lines for a period of fifty years, and ten years of 1Gb of high speed Internet service to the Post Falls Research Park

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.5

BACKGROUND/DISCUSSION

The University of Idaho (UI) is seeking approval from the Idaho State Board of Education (Board) to approve an agreement with Fatbeam LLC for the donation of two (2) high speed lit fiber lines for a period of fifty (50) years. The lines stretch from Liberty Lake, WA across the greater Coeur d' Alene, ID area. The agreement also includes ten (10) years of 1GB of high-speed Internet service for the Post Falls Research Park facility.

The donation has been valued by Fatbeam at \$3,275,510.00. The components of the gift include \$122,500 in Internet Service and \$3,153,000.00 for the lit fiber lines.

IMPACT

There is no cost to the UI for this gift. The gift will enhance and complement UI's existing cyber-infrastructure at the Research Park to the benefit of the Cybersecurity Training and Operations Center at the Coeur d' Alene campus.

ATTACHMENTS

Attachment 1 – Fatbeam IRU Agreement – 50 years

Page 3

Attachment 2 – Fatbeam Terms of Service – 10 years

Page 31

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.E.5 states that Board approval is required for donations worth more than \$500,000. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into agreements with Fatbeam for the donation of two lit fiber lines for a period of fifty years and 1Gb of high-speed Internet service for a period of ten years, in substantial conformance to the materials submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IRU AGREEMENT

THIS IRU AGREEMENT ("Agreement") is made and entered into as of the 1st day of October, 2016, by and between Fatbeam, LLC, a Washington limited liability company ("Fatbeam") and University of Idaho ("Customer").

RECITALS

- A. Fatbeam has constructed a multi fiber communications system in the North Idaho area as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Fatbeam System route").
- B. Customer desires to obtain the right to use one pair (1) designated dark fibers in the Fatbeam System connecting various points as more particularly set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Customer Fibers").
- C. Fatbeam desires to grant to Customer an indefeasible right to use the Customer Fibers, all upon and subject to the terms and conditions set forth below.

ARTICLE 1 DEFINITIONS

- 1.01 "Acceptance Date" shall mean the date when Customer delivers (or is deemed to have delivered) notice of acceptance of a Completion Notice with respect to a Segment in accordance with Article 8.
- 1.02 "Acceptance Testing" shall have the meaning set forth in Section 8.01.
- 1.03 "Affiliate" shall mean, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person ("control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise).
- 1.04 "Cable" shall mean a single sheathed bundle of buffered or unbuffered optical fibers.
- 1.05 "Cable System" shall mean a Cable or Cables, along with attendant vaults, splice boxes, poles, other passive facilities, and Running Line Facilities that are required to provide the dark fiber facilities that Fatbeam intends to grant.
- 1.06 "Completion Notice" shall have the meaning set forth in Section 7.02.

- 1.07 “Costs” shall mean the actual direct costs paid or payable in accordance with the procedures generally used by Fatbeam in billing third parties for reimbursable projects, including the direct costs (including internal labor costs) and out of pocket expenses on a direct pass-through basis.
- 1.08 “Dark Fiber” shall mean fiber provided without electronic and/or optronic equipment and which is not “lit” or activated.
- 1.09 “Design, Planning and Engineering Fee” or “D,P&E Fee” shall be the fee for incremental design, planning and engineering of the Customer Fibers as set forth in Article 4.
- 1.10 “Distribution” shall mean an aerial Lateral or Lateral Extension engaging one pole from the system route plus less than 120’ of fiber cable or underground less than 200’ from the system route.
- 1.11 “Effective Date” shall have the meaning set forth in Section 5.01.
- 1.12 “Force Majeure Event” shall have the meaning set forth in Article 20.
- 1.13 “Governmental Authority” shall mean any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.
- 1.14 “Customer Delay Event” shall mean the failure of Customer to timely observe and perform its obligations and agreements hereunder, which failure delays the construction and installation of the Fatbeam System with respect to one or more Segments.
- 1.15 “Customer Fibers” shall be one (1) Lit Fiber pair fibers in the entire system.
- 1.16 “Fatbeam Fibers” shall be all the remaining fibers in the system bundle except the one (1) Lit Fiber pair, Customer fibers.
- 1.17 “Impositions” shall mean all franchise, license and permit fees imposed upon the Fatbeam System, or any part thereof, by any Governmental Authority and which may be attributable or apportionable to the Customer Fibers on a pro-rata basis.
- 1.18 “Interconnection Points” shall have the meaning set forth in Section 9.01.
- 1.19 “Interest Rate” shall mean a rate of interest equal to the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.
- 1.20 “IRU” shall have the meaning set forth in Article 3.
- 1.21 “Net-Billed Revenue” shall mean the end customers base rate not including any applicable taxes, change fees, or installation charges.

- 1.22 “Network Backbone” shall mean the segment(s) of the cable system representing the greatest amount of fiber capacity and traversing the main path or route of the overall network.
- 1.23 “Person” shall mean any natural person, corporation, partnership, limited liability company, business trust, joint venture, association, company or Governmental Authority.
- 1.24 “Property Taxes” shall have the meaning set forth in Section 15.04.
- 1.25 “Proprietary Information” shall have the meaning set forth in Section 24.01.
- 1.26 “Recurring Charge” shall have the meaning set forth in Section 15.02.
- 1.27 “Relocating Authority” shall have the meaning set forth in Section 6.03.
- 1.28 “Required Rights” shall have the meaning set forth in Section 6.01.
- 1.29 “Route Miles” shall mean, for each Segment, the number of route miles, or portion thereof, for such Segment as identified on **Exhibit “A.”**
- 1.30 “Segments” shall have the meaning set forth in Section 2.01.
- 1.31 “Segment End Point” shall have the meaning set forth in Section 2.01.
- 1.32 “Segment End Point Facilities” shall mean such facilities (including gateways, synergy sites and terminal facilities which are owned, leased or otherwise used by Fatbeam to accommodate or house switch equipment, fiber optic transmission and/or associated ancillary equipment to serve as a switch terminal, transport concentrator, hub terminal or junction, but shall not include vaults or splice boxes/cases which are located in public rights of way.
- 1.33 “Sole User” shall mean the only party with an economic interest on a segment or lateral build.
- 1.34 “System Route” shall have the meaning set forth in Section 2.01.
- 1.35 “Taxes” shall mean Property Taxes, Transaction Taxes, and Withholding Taxes, collectively.
- 1.36 “Targeted Completion Date” shall mean, with respect to each Segment and subject to Force Majeure Events.
- 1.37 “Term” shall have the meaning set forth in Article 5.
- 1.38 “Transaction Taxes” shall have the meaning set forth in Section 15.03.

- 1.39 “Withholding Taxes” shall have the meaning set forth in Section 15.05.
- 1.40 “Lateral” shall mean any length Cable which is not part of the then currently accepted Network Backbone but which is spliced in part to a Fiber or Fibers of the Network Backbone on one end of the length.
- 1.41 “Lateral Extension” shall mean any length of Cable which is not part of the then currently accepted Cable System but which is spliced in whole or in part to a Lateral or Lateral Extension on at least one end of the length.

ARTICLE 2
SYSTEM ROUTE

- 2.01 The Fatbeam System will connect the points identified on **Exhibit “A”** (each point identified is called a “Segment End Point”, the route between the applicable Segment End Points is called a “Segment”, and all of the Segments together are called the “System Route”) with a Cable System. At initial construction the System Route will be synonymous with the Network Backbone.
- 2.02 The specific location of the System Route between Segment End Points is subject to change in the sole discretion of Fatbeam; however, the System Route will connect the Segment End Points for each Segment.
- 2.03 Occupancy by Customer in any Segment End Point Facility or Fatbeam in any Customer Facility shall be subject to the execution of a separate collocation agreement in form mutually acceptable to both Fatbeam and Customer.

ARTICLE 3
GRANT OF IRU

As of the Effective Date for each particular Segment delivered by Fatbeam to Customer hereunder, Fatbeam hereby grants to Customer, and Customer hereby acquires from Fatbeam (i) an exclusive indefeasible right of use in, for the purposes described herein, the Customer Fibers; and (ii) an associated and non-exclusive license to use, for the purposes described herein, the designated space in the Running Line Facilities, all upon and subject to the terms and conditions set forth herein (collectively the “IRU”).

ARTICLE 4
FEES

- 4.01 Fatbeam, LLC is donating one (1) Dark Fiber pair on the North Idaho Network to the University of Idaho, a non-profit, for a period of fifty (50) years. This donation is valued at Three Million One Hundred Fifty-three Thousand Dollars (\$3,153,000). The value breakout of this donation is as follows:

- Non-recurring cost of One Hundred Fifty Thousand Dollars (\$150,000);
- Monthly recurring cost of Five Thousand Dollars (\$5,000);
- Term of 600 months (50 years); and
- Splicing costs are Three Thousand Dollars (\$3,000).

ARTICLE 5
TERM

- 5.01 The IRU with respect to each Segment shall become effective on the Acceptance Date with respect to the Customer Fibers within a Segment (the "Effective Date"). Subject to the provisions of Article 21, the IRU with respect to the Customer Fibers shall terminate on the tenth (10th) anniversary of the Effective Date (the "Term"). For the purposes of this section, the Effective Date shall begin contemporaneously with the Acceptance of the last Segment that makes up the completed System Route. The Term shall renew for four (4) successive ten (10) year periods unless Customer may terminate this agreement at anytime by providing written notice to Fatbeam no less than one (1) year prior to the desired termination date.
- 5.02 Upon the expiration or termination of the Term as provided in this Agreement, all rights to the use of the Customer Fibers therein shall revert to Fatbeam without reimbursement of any sums, costs, fees or expenses previously made with respect thereto, and from and after such time Customer shall have no further rights or obligations hereunder with respect thereto unless such rights or obligations are specifically provided herein to survive the Term.
- 5.03 Subject to Article 21 this Agreement shall become effective on the date hereof and shall terminate on the date when all the Terms of the Segments shall have expired or terminated, except that those provisions of this Agreement which are expressly provided herein to survive such termination shall remain binding on the parties hereto.

ARTICLE 6
REQUIRED RIGHTS

- 6.01 Fatbeam agrees to obtain and maintain in full force and effect for and during the Term of each Segment all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively, the "Required Rights") that are necessary for Fatbeam to obtain in order to permit Fatbeam to construct, install and keep installed, and maintain the Cable System and the Customer Fibers within such system in accordance with this Agreement and to convey the IRU in the Customer Fibers to Customer and all other rights under this Agreement pursuant to the IRU. Customer shall obtain and maintain in full force and effect for and during the Term of each Segment all Required Rights that are necessary for Customer to obtain in order to use and operate the Customer Fibers.

- 6.02 If, after the Acceptance Date with respect to a Segment, Fatbeam is required (i) by any Governmental Authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Required Right, (iii) by any other Person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate the Fatbeam System within such Segment or any portion thereof, Fatbeam shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Customer shall be kept fully informed of determinations made by Fatbeam in connection with such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in **Exhibit "B"** and be subject to Acceptance Testing. Customer shall reimburse Fatbeam for its proportionate share of the Costs (including Acceptance Testing and including amounts paid to a Relocating Authority to avoid relocation) related to such relocation (to the extent Fatbeam has not been reimbursed by the Relocating Authority) allocated to Customer pro rata based on the number of Customer Fibers and the total fiber count in the affected Segments of the Fatbeam System, unless Customer is the Sole User of the Segment being relocated in which Customer would reimburse the full cost. Customer reserves the right to terminate this agreement in lieu of relocation; therefore, Customer will not be responsible for any costs related to relocation in the event of termination.

ARTICLE 7
TERMS OF USE

- 7.01 Fatbeam's fiber donation is specifically granted for educational and research purposes only. The fiber donated may not be leased or sub-leased to outside parties.

ARTICLE 8
ACCEPTANCE TESTING AND COMPLETION

- 8.01 Fatbeam shall test the Customer Fibers in accordance with the procedures and standards specified by the most current Telecommunication Industry Association (TIA) standards ("Acceptance Testing") and Fatbeam shall provide Customer with a copy of such test results for each Segment so that the test results may be reviewed in a timely manner. Acceptance Testing is limited to testing of the Customer Fibers. Customer shall be responsible for the timely designation of its space and power requirements and completion of any work or installation required in order for it to place the Customer Fibers into operation (and Customer's failure to designate its space and power requirements or complete such work shall not be grounds for rejection of a Completion Notice).
- 8.02 Upon the successful completion of Acceptance Testing respecting any Segment and completion of any build out required for the associated facilities, Fatbeam shall provide written notice of same to Customer (a "Completion Notice"). Fatbeam shall contemporaneously deliver a copy of the results of the Acceptance Testing for the entire

Segment (if and to the extent that Fatbeam has not previously delivered same) and Customer shall, within fifteen (15) days of receipt of the Completion Notice, either accept or reject the Completion Notice (Customer shall be permitted to reject only if Customer specifies a material failure of the Customer Fibers to satisfy the requirements of this Agreement) by delivery of written notice to Fatbeam. In the event Customer rejects the Completion Notice, Fatbeam shall promptly, and at no cost to Customer, commence to remedy the defect or failure specified in Customer's notice. Thereafter Fatbeam shall again conduct Acceptance Testing and (if successfully completed) provide Customer a Completion Notice with respect to such Segment. The foregoing procedure shall apply again and successively thereafter until Fatbeam has remedied all defects or failures specified by Customer. Any failure by Customer to timely accept or reject a Completion Notice, or any use of the Customer Fibers by Customer for any purpose other than testing of the Customer Fibers, shall be deemed to constitute acceptance for purposes of this Agreement and Customer shall be deemed to have delivered a notice of acceptance upon such use or on the fifteenth day after delivery of the Completion Notice.

**ARTICLE 9
INTERCONNECTION POINTS AND LATERALS**

- 9.01 Customer shall have the right to request that Fatbeam interconnect Customer's communications system with the Customer Fibers at the Segment End Points and such other points as are determined and designated by Fatbeam in its sole discretion as described in this Article ("Interconnection Points").
- 9.02 Fatbeam may route the Customer Fibers through Fatbeam's space in any Segment End Point Facilities, in Fatbeam's sole discretion; provided such routing shall not materially adversely affect Customer's use of the Customer Fibers hereunder and Fatbeam shall be responsible for all costs and expenses associated therewith.
- 9.03 In the event that Customer desires to cross-connect the Customer Fibers with other fibers provided by Customer or another carrier within a Segment End Point Facility, Customer shall execute a separate fiber connection agreement as provided by Fatbeam.
- 9.04 In the event that Customer desires to interconnect the Customer Fibers with other fibers provided by Customer at a location other than a Segment End Point Facility (a Lateral), the interconnection shall be undertaken by Fatbeam and shall be performed within a reasonable amount of time consistent with industry accepted practices. Customer shall reimburse Fatbeam for all Costs incurred in connection with such additional work.
- 9.05 Any additional work respecting the Fatbeam System or the Customer Fibers required by Customer and which is not otherwise set forth in the interconnection policies and guidelines or the fiber connection agreement, shall in Fatbeam's sole discretion, be undertaken only by Fatbeam at Customer's request and shall be performed within a reasonable amount of time consistent with industry accepted practices. Customer shall reimburse Fatbeam for all Costs incurred in connection with such additional work.

- 9.06 Either Fatbeam or Customer may build a Lateral and connect it to the Cable System at either a Segment End Point Facility or at a mid-segment location at any time during the course of this agreement. Fatbeam will build Laterals on Customer's behalf and bill Customer at the cost of construction. If Fatbeam is unable or unwilling to build the Lateral on a suitable schedule, Customer may build the Lateral itself; however Fatbeam reserves the right to interconnect the Lateral to the Segment or Segment End Point.
- 9.07 Laterals or Lateral Extensions constructed by or for Fatbeam or Customer are available for use by the other under the following conditions:
- If either party has borne the entire cost of the construction of a Lateral or a Lateral Extension, the other party may not use the lateral or Lateral Extension for any purpose, either in whole or in part, until it remits 50% of the construction cost of the Lateral or Lateral Extension to the party that paid for the construction.
 - Use of any portion of a Lateral or Lateral Extension fiber is equivalent to use of the whole.
 - The remitting party is entitled to one (1) Lit Fiber pair on the Lateral or Lateral segment.
 - Each party retains an ownership interest in any Lateral or Lateral Extension that it builds or for which it remits payment.
 - Once a Lateral or Lateral Extension has been shared, no further payments are required for its subsequent use by either party.
- 9.08 Customer will be obligated to pay monthly maintenance costs on any Lateral or Lateral Extension connected to the Cable System at the rate of [\$0]/mo.
- 9.09 A Distribution shall be exempt from the minimum monthly maintenance charge if it is serving a single tenant site. For Distributions exempt from the minimum monthly maintenance charge, any required maintenance shall be paid by University of Idaho at the actual cost.

**ARTICLE 10
ADDITIONAL FIBERS**

- 10.01 Customer has the option to purchase additional Fibers on the Fatbeam Network Backbone at a rate of five thousand dollars (\$5,000) per fiber pair pro-rated for that fraction of the additional purchase distance to the distance of the initial system route. Such purchase shall be the subject of a separate agreement.
- 10.02 Additional Fibers so purchased are subject to all the terms and conditions of this agreement.
- 10.03 Purchased Fibers will not extend the term of this agreement.

ARTICLE 11

NETWORK BACKBONE EXTENSIONS

- 11.01 Customer shall have the right to purchase the same amount of fibers they have purchased under this IRU agreement if Fatbeam decides to build an extension to the Network Backbone within the North Idaho Market. This excludes extensions built for the purpose of connecting two metro markets.
- 11.02 The Design, Planning, and Engineering Fee and monthly maintenance fees for the IRU of fibers in the extended Network Backbone shall be determined by prorating the costs outlined in this agreement by distance from the original System Route in the market.

ARTICLE 12
OPERATIONS

- 12.01 Subject to the access restrictions set forth in Article 10, Customer shall (at its full cost and expense) have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the Customer Fibers; provided, such control and responsibility by Customer shall not adversely affect the use by any other Person of the Fatbeam System and/or any electronic or optronic equipment used by such Person in connection therewith.
- 12.02 Customer acknowledges and agrees that Fatbeam is not supplying nor is Fatbeam obligated to supply to Customer any optronic or electronic equipment or related facilities, all of which are the sole responsibility of Customer, nor is Fatbeam responsible for performing any work other than as specified in this Agreement.
- 12.03 Upon not less than one hundred twenty (120) days written notice from Fatbeam to Customer, Fatbeam may, at its option substitute for the "Operating Customer Fibers" (as defined below) within any Segment or Segments, or any portions thereof, an equal number of alternative fibers within such Segment or portion thereof, provided that in such event, such substitution (i) shall be effected at the sole cost of Fatbeam; (ii) shall incorporate fiber meeting or exceeding the specifications set forth in **Exhibit "B"**, and be tested in accordance with the Acceptance Testing; (iii) shall not change any Segment End Points or or other Interconnection Points; (iv) are the topological equivalent of the Customer Fiber or Fibers being substituted, and (v) Fatbeam shall use all reasonable good faith efforts to minimize any interruption in the operation of the Operating Customer Fibers. Substitution of Customer Fibers shall not affect or extend the Term with respect to the fibers so substituted

ARTICLE 13
MAINTENANCE AND REPAIR OF THE SYSTEM

From and after the Effective Date with respect to each Segment, the maintenance of the System within such Segment shall be provided in accordance with the maintenance requirements

and procedures set forth in **Exhibit "C"** attached hereto. The costs of all Scheduled Maintenance (as defined in **Exhibit "C"**) of the Customer Fibers shall be borne by Fatbeam as a part of the Recurring Charge; however, Customer shall reimburse Fatbeam for its proportionate share of the Costs of any Unscheduled Maintenance (as defined in **Exhibit "C"**) (if but only if (i) the total Costs of such Unscheduled Maintenance exceeds five thousand dollars (\$5,000.00) per occurrence or (ii) Customer is the Sole User of the Cable segment affected or (iii) shared Cable in which Costs shall be allocated to Customer pro rata based on the number of Customer Fibers and the total fiber count in the affected portion of the Fatbeam System.

ARTICLE 14
RECURRING CHARGE

- 14.01 Fatbeam shall be responsible for the payment of the costs of Scheduled Maintenance of the Fatbeam System (as defined in **Exhibit "C"**).
- 14.02 In consideration of Fatbeam's responsibilities under Section 14, subject to the adjustments described therein and in **Exhibit "C"**, Customer shall pay \$0 to Fatbeam each month, with respect to Customer's Fibers, commencing with the Acceptance Date of the final Segment and continuing until the expiration of the Term of the IRU with respect to all Segments shall have occurred, the following charges, payable on the first day of each month throughout the Term (the "Recurring Charge"):

Monthly IRU Fee Paid by Customer to Fatbeam

Years 1 and all terms thereafter	\$0
Lateral Builds	\$0
Eligible Distributions	\$0

- 14.03 The Recurring Charge of \$0 shall be for a period of (600) six hundred months, (50) fifty years of the Acceptance Date.

ARTICLE 15
IMPOSITIONS AND TAXES
(NOT APPLICABLE)

- 15.01 ~~Fatbeam and Customer acknowledge and agree that it is their mutual objective and intent to minimize, to the extent feasible, all Impositions and Taxes and that they will cooperate with each other and coordinate their mutual efforts to achieve such objective in accordance with the provisions of this Article. In the event any Imposition or Tax is required to be paid by Customer to Fatbeam hereunder, all invoice, payment and interest terms of Section 4.04 shall apply.~~
- 15.02 ~~Following the Acceptance Date for each Segment, Fatbeam shall timely pay any and all Impositions imposed upon or with respect to each Fatbeam System to the extent such Impositions have not been or may not feasibly be separately assessed or imposed upon or against the respective interests of Fatbeam and Customer in such Fatbeam System. Upon~~

~~receipt of a notice of any such Imposition, Fatbeam shall promptly notify Customer of such Imposition and Customer shall pay or reimburse Fatbeam for its proportionate share of such Imposition, which share shall be determined (i) to the extent possible, based upon the manner and methodology used by the particular Governmental Authority imposing such Imposition (e.g., on the cost of the relative property interests, historic or projected revenue derived therefrom, or any combination thereof); or (ii) if the same cannot be so determined, then based upon Customer's proportionate share of the total fiber count in the affected portion of the Fatbeam System, unless Customer is the Sole User of the affected portion in which they would reimburse the full cost.~~

~~15.03 Except for taxes based on Fatbeam's net income, Customer will be responsible for payment of all applicable taxes on a fiber count pro rata basis that arise in any jurisdiction as a result of the transactions contemplated herein, including without limitation all sales, use, value added, consumption, gross receipts (other than in lieu of net income tax), excise, stamp or transfer taxes (collectively, "Transaction Taxes"), however designated. If any taxing authority proves that Fatbeam should have collected any Transaction Tax from Customer which Fatbeam did not collect, Customer hereby agrees to pay to Fatbeam the amount originally due and owing. Customer shall not be responsible for any interest or penalties arising as a result of Fatbeam's failure to inform Customer of such Transaction Taxes.~~

~~15.04 Fatbeam shall be responsible for filing returns and paying all ad valorem property taxes (the "Property Taxes") imposed on, related to or assessed against the Customer Fibers. Customer shall compensate Fatbeam for Property Taxes attributable to the Customer Fibers by payment of a monthly fee (the "Property Tax Fee") billed to Customer for the Term. Such payment shall be made in accordance with the provisions of Article 4. Fatbeam shall calculate the Property Taxes attributable to the Customer Fibers (utilizing an apportionment methodology that compares the total fiber miles in Customer Fibers to the total fiber miles in the Fatbeam System and then applying that percentage to the then current annual accrual for total Property Tax (excluding Property Tax attributable to other than conduit and fiber) on the Fatbeam System). The resultant annual Property Tax attributable to the Customer Fibers shall be divided by twelve to determine the monthly Property Tax Fee that will be billed to Fatbeam for the Customer Fibers. This calculation will consider segments in which the Customer is the Sole User as shared regardless of the number of fibers in that particular segment.~~

~~15.05 All payments made by Customer hereunder shall be made without any deduction or withholding for or on account of any tax, duty or other charges of whatever nature imposed by any taxing or government authority (collectively, "Withholding Taxes"). If either Customer or Fatbeam are or were required by law to make any deduction or withholding from any payment due hereunder to Fatbeam, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer shall be increased so that, after any such deduction or withholding for Withholding Taxes, the net amount received by Fatbeam will not be less than Fatbeam would have received had no such deduction or withholding been required.~~

**ARTICLE 16
USE OF FATBEAM SYSTEM**

- 16.01 Customer represents and warrants that it will use the Customer Fibers and the IRU hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.
- 16.02 Subject to the provisions of this Agreement, Customer may use the Customer Fibers and the IRU for educational and research purposes only. The fiber donated may not be leased or sub-leased to outside parties. Customer acknowledges and agrees that it has no right to use any fibers, other than the Customer Fibers, included or incorporated in the Fatbeam System, and that Customer shall keep any and all of the Fatbeam System and the designated space in the Running Line Facilities free from any liens, rights or claims of any third party attributable to Customer.
- 16.03 Customer shall not use the Customer Fibers in a way that physically interferes in any way with or otherwise adversely affects the use of the fibers, cable or conduit of any other Person using the Fatbeam System.
- 16.04 Customer and Fatbeam shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event of which it is aware that could give rise to any damage or impending damage to or loss of the Fatbeam System.
- 16.05 Customer and Fatbeam agree to cooperate with and support each other in complying with any requirements applicable to their respective rights and obligations hereunder by any Governmental Authority.

**ARTICLE 17
INDEMNIFICATION**

- 17.01 Subject to the provisions of Article 17, Fatbeam hereby agrees to indemnify, defend, protect and hold harmless Customer and its employees, officers and directors, from and against, and assumes liability for: (i) any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from the negligence or willful misconduct of Fatbeam, its officers, employees, servants, Affiliates, agents, contractors, licensees, invitees and vendors in connection with the performance by Fatbeam of its obligations or the exercise by Fatbeam of its rights under this Agreement; and (ii) any claims, liabilities or damages arising out of any violation by Fatbeam of any regulation, rule, statute or court order of any Governmental Authority in connection with the performance by Fatbeam of its obligations or the exercise by Fatbeam of its rights under this Agreement.
- 17.03 Fatbeam and Customer agree to promptly provide each other with notice of any claim which may result in an indemnification obligation hereunder. The indemnifying party may defend such claim with counsel of its own choosing provided that no settlement or

compromise of any such claim shall occur without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed.

- 17.04 The indemnification obligations contained in this Article shall survive the expiration or termination of this Agreement.

**ARTICLE 18
LIMITATION OF LIABILITY**

Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with such party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims for which damages are hereby specifically waived. Except as set forth in Section 17.05, nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

**ARTICLE 19
INSURANCE**

- 19.01 During the term of this Agreement, Fatbeam shall obtain and maintain the following insurance: (i) Commercial General Liability including coverage for (a) premises/operations, (b) independent contractors, (c) products/completed operations, (d) personal and advertising injury, (e) contractual liability, and (f) explosion, collapse and underground hazards, with combined single limit of not less than \$1,000,000.00 each occurrence or its equivalent; (ii) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (iii) Automobile Liability including coverage for owned/leased, non-owned or hired vehicles.

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.

Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility.

- 19.02 During the term of this Agreement: Fatbeam shall obtain and maintain “all risk” property insurance in an amount equal to the replacement cost of all electronic, optronic, and other equipment utilized by Fatbeam in connection with the Customer Fibers.
- 19.03 Unless otherwise agreed, Fatbeam insurance policies shall be obtained and maintained with companies rated A or better by Best's Key Rating Guide and each party shall, upon request, provide the other party with an insurance certificate confirming compliance with the requirements of this Article.
- 19.06 Until the Effective Date for a Segment, Fatbeam shall bear all risk of loss of and damage or destruction to the Fatbeam System within such Segment. Commencing as of the Effective Date, any loss, damage or destruction of or to the Fatbeam System not otherwise required to be insured hereunder shall be treated for all purposes as Unscheduled Maintenance (as defined in **Exhibit “C”**).

ARTICLE 20
FORCE MAJEURE

Except as may be otherwise specifically provided in this Agreement, and except for Customer's payment obligations contained within this Agreement, neither party shall be in default under this Agreement if and to the extent that any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war, act of terrorism or civil disorder; failure of a third party to recognize a Required Right; any other cause beyond the reasonable control of such party and, in the case of Fatbeam, a Customer Delay Event (each a “Force Majeure Event”). The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event.

ARTICLE 21
DEFAULT

- 21.01 If Customer fails to observe and perform the terms and provisions of this Agreement and such failure continues for a period of thirty (30) days after written notice from Fatbeam (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then Fatbeam may (A) terminate this Agreement and the Term, in whole or in part, in which event Fatbeam shall have no further duties or obligations hereunder, and (B) subject to Article 19, pursue any legal remedies it may have under

applicable law or principles of equity relating to such default, including an action for damages, specific performance and/or injunctive relief.

- 21.02 If Fatbeam fails to observe and perform the terms and provisions of this Agreement and such failure continues for a period of thirty (30) days after written notice from Customer (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then Customer may, subject to Section 21.03 below, (A) terminate this Agreement and the Term, in whole or in part, in which event Customer shall have no further duties or obligations hereunder, and (B) subject to Article 16, pursue any legal remedies it may have under applicable law or principles of equity relating to such default, including an action for damages, specific performance and/or injunctive relief.
- 21.03 If, other than as caused by a Force Majeure Event, Fatbeam has not delivered a Completion Notice (in good faith) respecting a Segment within one hundred eighty (180) days after the Targeted Completion Date with respect thereto, then, from and after such date and until the installation is completed, Customer shall receive a credit of one percent (1.0%) off of the D, P & E Fee (as liquidated damages and not as a penalty) for each month or partial month (prorated based on a thirty-day month) of delay thereafter; provided, however, that in no event shall the amount of the credit provided to Customer hereunder less than 5 percent (5%). If, other than as caused by a Force Majeure Event, Fatbeam has not delivered a Completion Notice (in good faith) respecting such Segment within twelve (12) months after the Targeted Completion Date, then Customer shall have the right to terminate this Agreement with respect to such Segment and Fatbeam shall, upon such termination, refund all sums paid as a D, P & E Fee respecting such Segment, together with interest thereon (from and after the date of payment of the Design, Planning and Engineering Fee due under Section 3.01 hereof) at the Interest Rate. This Section sets forth the sole and exclusive remedies of Customer respecting a failure of Fatbeam to complete delivery of the Customer Fibers within any Segment on or before the Targeted Completion Date.

**ARTICLE 22
ASSIGNMENT**

- 22.01 Customer may not assign, encumber or otherwise transfer this Agreement to any other Person without the prior written consent of Fatbeam; provided, Customer shall have the right, without Fatbeam's consent, but with prior written notice to Fatbeam, to assign or otherwise transfer this Agreement (i) as collateral to any institutional lender of Customer subject to the prior rights and obligations of the parties hereunder; and (ii) to any Affiliate of Customer, or to any entity into which Customer may be merged or consolidated or which purchases all or substantially all of the assets of Customer; provided that Customer shall not be released from its obligations hereunder. Any assignee or transferee shall continue to be subject to all of the provisions of this Agreement, (except that any lender referred to in clause (i) above shall not incur any obligations under this Agreement nor shall it be restricted from exercising any right

of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement).

- 22.02 This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.
- 22.03 Nothing contained in this Article shall be deemed or construed to prohibit Fatbeam from selling, transferring, leasing, licensing, granting indefeasible rights of use or entering into similar agreements or arrangements with other Persons respecting any fibers, other than Customer Fibers, and conduit constituting a part of the Fatbeam System.

ARTICLE 23
REPRESENTATIONS AND WARRANTIES

- 23.01 Each party represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iv) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.
- 23.02 Customer acknowledges and agrees that Customer's sole rights and remedies with respect to any defect in or failure of the Customer Fibers to perform in accordance with the specifications set forth in **Exhibit "B"** shall be limited to the particular vendor's or manufacturer's warranty. In the event any maintenance or repairs to the Fatbeam System are required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, Fatbeam shall pursue all remedies against such manufacturers, contractors or vendors on behalf of Customer, and Fatbeam shall reimburse Customer's costs for any maintenance Customer has incurred as a result of any such breach of warranty to the extent the manufacturer, contractor or vendor pays such costs.
- 23.03 Fatbeam represents and warrants that there are no encumbrances on the Customer fibers from any lender or supplier nor will Fatbeam permit any liens from any supplier in excess of 60 days. In the event of a mechanics lien, Fatbeam shall take every action necessary to remove such a lien, including payment of a disputed amount to secure a lien release within 60 days of such filing.

ARTICLE 24
CONFIDENTIALITY

- 24.01 Fatbeam and Customer hereby agree that if either party provides confidential or proprietary information to the other party ("Proprietary Information"), such Proprietary Information shall be held in confidence, and the receiving party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party. The parties acknowledge and agree that all information disclosed by either party to the other in connection with or pursuant to this Agreement shall be deemed to be Proprietary Information, provided that verbal information is indicated as being confidential or proprietary when given and promptly confirmed in writing as such thereafter. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing party, shall be used by the receiving party only for the intended purpose, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon the request of the disclosing party. Proprietary Information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the disclosing party.
- 24.02 The foregoing provisions of Section 25.01 shall not apply to any Proprietary Information which (i) becomes publicly available other than through the disclosing party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation; (iii) is independently developed by the receiving party; or (iv) becomes available to the receiving party without restriction from a third party. As a state of Idaho agency, Customer is required, and will, comply with the Idaho Public Records Act as stated in Idaho Code 74-101 through 74-126.
- 24.03 Notwithstanding Sections 25.01 and 25.02, either party may disclose Proprietary Information to its employees, agents, lenders, funding partners and legal and financial advisors and providers to the extent necessary or appropriate in connection with the negotiation and/or performance of this Agreement or in obtaining financing, provided that each such party is notified of the confidential and proprietary nature of such Proprietary Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure.
- 24.04 Notwithstanding anything to the contrary contained in this Article, the parties recognize that Fatbeam and/or Customer may, issue a press release or public announcement relating to the execution of this Agreement. Parties shall work in good faith to communicate to one another regarding the content of any such announcement or release prior to its issuance.
- 24.05 In the event either party shall be required to disclose all or any part of this Agreement in, or attach all or any part of this Agreement to, any regulatory filing or statement, each party agrees to discuss and work cooperatively, in good faith, with the other party, to protect, to the extent possible, those items or matters which the other party

deems confidential and which may, in accordance with applicable laws, be deleted therefrom.

- 24.06 Customer acknowledges that Fatbeam may be required to disclose all or any part of this Agreement to a Fatbeam or provider of a Required Right and, in such event, Fatbeam shall redact, to the extent possible, any commercial terms and other provisions that are deemed confidential; provided that such Fatbeam or provider of a Required Right is notified of the confidential and proprietary nature of such Agreement and is subject to or agrees to be bound by similar restrictions on its use and disclosure.
- 24.07 The provisions of this Article shall survive expiration or termination of this Agreement.

ARTICLE 25
NOTICES AND PAYMENT REMITTANCE

- 25.01 All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by another form of written notification which is capable of providing proof of delivery, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

IF TO FATBEAM: Fatbeam, LLC
2065 W. Riverstone Dr. Ste 105
Coeur d'Alene, ID 83814
Attn: Kim Devlin
Fax: (509) 344-1009

with a copy to: Paine Hamblen LLP
717 W. Sprague, Suite 1200
Spokane, WA 99201-3505
Attn: Scott Simpson
Fax (509) 838-0007

IF TO CUSTOMER: The Regents of the University of Idaho
Contracts & Purchasing Services
875 Perimeter Drive MS 2006
Moscow, ID 83844-2006
Fax: (208) 885-6060

with a copy to:

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the same day as facsimile transmission (or

the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

25.02 Customer's remittance of payment for any fees or reimbursement of any costs contained in this Agreement shall be delivered to Fatbeam at the following locations:

Mailed checks: Fatbeam, LLC
2065 W. Riverstone Dr. Ste 105
Coeur d'Alene, ID 83814
Attn: Kim Devlin
Fax: (509) 344-1009
Attn: Finance/Accounting

The aforementioned mailing address or wiring information may be revised by Fatbeam upon prior written notice to Customer.

ARTICLE 26
ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each part.

ARTICLE 27
RELATIONSHIP OF THE PARTIES

The relationship between Customer and Fatbeam shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes.

ARTICLE 28
COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

ARTICLE 29
CONSTRUCTION AND INTERPRETATION OF AGREEMENT

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

**ARTICLE 30
ENFORCEMENT**

If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the court shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

**ARTICLE 31
GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the state of Idaho without reference to its choice of law principles.

IN WITNESS WHEREOF, Fatbeam and Customer have executed this Agreement as of the date first above written.

Fatbeam, LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

For The Regents of the University of Idaho

By: _____

Name: _____

Title: _____

EXHIBIT “A”
Depiction / Description of Fatbeam System

Please see attached map of the network build.



EXHIBIT “B”
On-Reel Cabled Fiber Specifications

The intent of this Exhibit is to delineate the specifications for the Customer Fibers.

Network Backbone Fiber Specifications:

Corning 144 Strand Single Mode Altos Gel Free Armor Lite Fiber – 144EUC-T4101D20

Building Entry Fiber Specifications:

Corning 24 Strand Indoor/Outdoor Freedom Fiber – 024E8F-31131-29

EXHIBIT "C"
Maintenance Requirements and Procedures

Maintenance

Scheduled Maintenance. Routine maintenance and repair of the Customer Fibers described in this section ("Scheduled Maintenance") shall be performed by or under the direction of Fatbeam, at Fatbeam's reasonable discretion. Scheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Scheduled Maintenance shall only include the following activities:

- ♦ patrol of Fatbeam System route on a regularly scheduled basis, which will not be less than monthly
- ♦ maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;
- ♦ maintenance of sign posts along the Fatbeam System right-of-way with the number of the local "Call-Before-You-Dig" organization and the "800" number for Fatbeam's "Call-Before-You-Dig" program; and
- ♦ assignment of fiber maintenance technicians to locations along the route of the Fatbeam System.

Unscheduled Maintenance. Non-routine maintenance and repair of the Customer Fibers which is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of Fatbeam. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

- ♦ "Emergency Unscheduled Maintenance" in response to an alarm identification by Fatbeam's Operations Center, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the Fatbeam System, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the Fatbeam System.
- ♦ "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the Fatbeam System not covered by Scheduled Maintenance. Customer shall immediately report the need for Unscheduled Maintenance to Fatbeam in accordance with reasonable procedures promulgated by Fatbeam from time to time. Fatbeam will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations Center

Fatbeam shall have On Call ("OC") staff twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Fatbeam's maintenance personnel shall be available for dispatch

twenty-four (24) hours a day, seven (7) days a week. Fatbeam shall have its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time Fatbeam becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events. Fatbeam shall maintain a toll-free telephone number to contact personnel On Call. Fatbeam's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the Fatbeam System: (i) through the Customer's remote surveillance equipment and/or upon notification by Customer to Fatbeam, or (ii) upon notification by a third party.

Fatbeam will not be responsible for monitoring the performance or operation of the Customer Fibers; in the event that Customer detects a failure in the operation of the Customer Fibers which may indicate the need for Unscheduled Maintenance, Customer shall report same to Fatbeam's OC system.

Cooperation and Coordination

- ♦ In performing its services hereunder, Fatbeam shall take workmanlike care to prevent impairment to the signal continuity and performance of the Customer Fibers. The precautions to be taken by Fatbeam shall include notifications to Customer. In addition, Fatbeam shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Fatbeam's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Fatbeam in performing such maintenance as required of Fatbeam hereunder.
- ♦ Fatbeam shall notify Customer at least seven (7) calendar days prior to the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Fatbeam's ability to perform its obligations under the Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Fatbeam shall notify Customer at Fatbeam's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Facilities

- ♦ Fatbeam shall maintain the Fatbeam System in a manner which will permit Customer's use, in accordance with the terms and conditions of the Agreement.
- ♦ Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in

connection with the operation of the Customer Fibers, none of which is included in the maintenance services to be provided hereunder.

Cable/Fibers

- ♦ Fatbeam shall perform appropriate Scheduled Maintenance on the cables contained in the Fatbeam System in accordance with Fatbeam's then current preventive maintenance procedures which shall not substantially deviate from standard industry practice.
- ♦ Fatbeam shall have qualified representatives on site any time Fatbeam has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of any cable.
- ♦ Fatbeam shall maintain sufficient capability to teleconference with Customer during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, Fatbeam shall use reasonable efforts to repair traffic-affecting discontinuity within twelve (12) hours after Fatbeam's representatives arrive at the problem site and have the ability to begin uninterrupted repair activities. The aforementioned twelve (12) hour time frame is merely an estimate, and repair times may increase depending upon such variables as fiber counts and the location of the problem site. For a more accurate estimate of how long the repairs will take for any given Emergency Unscheduled Maintenance, Customer should contact Fatbeam's Service Management Center (855) 979-8844. In order to accomplish the above-referenced objectives, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Fatbeam shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP.
- ♦ In performing repairs, Fatbeam shall substantially comply with the splicing specifications as set forth by the current TIA standards. Fatbeam shall provide to Customer any modifications to these specifications as may be necessary or appropriate in any particular instance.
- ♦ Fatbeam's representatives responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. Fatbeam shall maintain and supply an inventory of spare cable in storage facilities supplied and maintained by Fatbeam at strategic locations to facilitate timely restoration.
- If any of Customer's fibers shall fail or otherwise become inoperable, Fatbeam will assign alternate fiber(s) to replace the failed or inoperative fiber. Fatbeam will resplice any spliced connections on the failed fiber at its expense. Customer will provide any passive or active optical devices to be spliced in at its expense.

Planned Service Work Period

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. The intent is to avoid jeopardy work during high-traffic periods.

Restoration

- ♦ Fatbeam shall respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an “Outage”) as quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the procedures set forth herein.
- ♦ When restoring a cut cable in the Fatbeam System, the parties agree to work together to restore all traffic as quickly as possible. Fatbeam, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. Fatbeam shall splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating between tubes, ribbons or buffers operated by the parties having an interest in the cable, including Customer and all future fiber users of the system (collectively, the “Interest Holders”); provided that, operating fibers (i.e., fibers to which optronic devices have been attached) in all buffer tubes or ribbons or fiber bundles shall have priority over any non-operating fibers in order to allow transmission systems to come back on line; and provided further that, Fatbeam will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, Fatbeam does not guarantee any specific rotational prioritization for Customer in light of the overriding requirement for expediency in restoration of service to all parties.

Subcontracting

Fatbeam may subcontract any of the maintenance services hereunder; provided that Fatbeam shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve Fatbeam of any of its obligations hereunder.

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July 28, 16

Prepared for

University of Idaho



2065 W. Riverstone Dr. Suite 105
Coeur d'Alene, ID 83814
T (509) 344-1008
F (509) 344-1009
www.fatbeam.com

Summary of Services and Charges

Fatbeam Internet is a high-speed, high capacity, gigabit fiber optic Internet service designed to support enterprise, healthcare, government and education customers. Fatbeam Internet is a powerful connection between your organization and the global digital community. Terms and Conditions and Acceptable Use Policy (AUP) do apply.

Service Address:

University of Idaho
721 S Lochsa
Post Falls, Idaho 83854

Billing address:

University of Idaho
Attn: Charles Buck
1031 N. Academic Way
Coeur d'Alene, Idaho 83814

Fatbeam, LLC is donating one gigabit (1Gb) Internet Service to the University of Idaho, a non-profit, for a period of ten (10) years. This donation is valued at One Hundred Twenty-two Thousand Five Hundred Ten Dollars (\$122,510). The value breakout of this donation is as follows:

- Non-recurring cost of zero (\$0);
- Monthly recurring cost of Nine Hundred Ninety-five Dollars (\$995);
- Term of 120 months (10 years)
- Splicing costs are Four Hundred Sixty Dollars (\$460)
- Labor Costs are Two Thousand Six Hundred Fifty Dollars (\$2,650)

Fatbeam, LLC

CUSTOMER NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX I TERMS AND CONDITIONS

Fatbeam Internet

APPENDIX I | TERMS AND CONDITIONS

Terms and Conditions for Fatbeam Internet

These Terms and Conditions ("Agreement") are between Fatbeam and the entity identified as the customer ("Customer"), each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of the Sales Order(s) and any forms or authorizations attached hereto and/or incorporated herein by reference and these Terms and Conditions. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

1. **Service(s).** For purposes of this Agreement, "Service(s)" shall mean Fatbeam Internet and the use of Fatbeam equipment and services integral to performance and/or delivery of the Service(s) under this Agreement. Service(s) shall also refer to the Fatbeam provided demarcation point between Customer's local area network ("LAN") and Fatbeam's wide area network ("WAN") and/or Internet service. Specifically, the demarcation point is represented by a router and provides a physical demarcation ("Demarc") between Customer's LAN and Fatbeam's WAN and/or Internet service. Fatbeam is responsible for network on the WAN side of the Demarc and Customer is responsible for network on the LAN side of the Demarc.

2. **Fatbeam Internet.** Fatbeam Internet is a high performance network Service allowing the free flow of information over the Internet. Fatbeam does not actively monitor nor does Fatbeam exercise editorial control over the content of any web site, electronic mail transmission, mailing list, newsgroup or other material created or accessible over Fatbeam's network.

2.1 **Fraud and Network Security.** In no event will Fatbeam be liable for protection of Customer's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure, and information or other network elements or content through fraudulent means or devices.

2.2 **Acceptable Use Policy.** Fatbeam does not actively monitor nor does Fatbeam exercise editorial control over the content of any web site, electronic mail transmission, mailing list, News Group or other material created or accessible over Fatbeam network. However, Fatbeam reserves the right to remove any materials that, in Fatbeam sole discretion, are potentially illegal, may subject Fatbeam to liability, or violate this Acceptable Use Policy ("AUP"). Such material may include, but is not limited to, material that is inappropriate, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent. Any violation of this AUP may result in the suspension or cancellation of Fatbeam Service(s) without liability to Fatbeam. Channeling any part of any such activity through Fatbeam network resources shall constitute a violation of this AUP.

Fatbeam Internet is for the use of the Customer at their designated location(s) only. Resale or sharing of the Fatbeam Internet service with individuals/entities other than Customer is considered a violation of the AUP.

Excessive use – any customer who shows a sustained pattern of excessive or abusive use, as determined in the sole determination of Fatbeam, may have their service modified. Examples of excessive or abusive use include, but are not limited to: torrent/file-sharing services, commercial web or mail hosting, distributing or storing excessive amounts of multimedia files. Multimedia files are defined as graphics, audio, and video files.

This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. Fatbeam may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed.

2.3 **Revisions to Acceptable Use Policy.** Fatbeam reserves the right to revise, amend, or modify this AUP at any time in any manner. Any revision, amendment, or modification will be effective ten (10) days after Fatbeam publishes such revision, amendment, or modification. Your continued use of our Services after such revision, amendment, or modification shall constitute your acceptance of the modifications to the AUP. Therefore, it is important that you review this AUP from time to time. IT IS YOUR RESPONSIBILITY TO CHECK THE WEBSITE AT <https://www.fatbeam.com> REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE

WITHOUT NOTICE. If you have questions about the AUP, or about your rights and responsibilities, please contact your Account Manager.

- 2.4 Illegal Activities.** Using Fatbeam's Service(s) and equipment for illegal purposes or in support of illegal activities is strictly prohibited. Fatbeam reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities, which are in violation of any local, state or federal laws, statutes, regulations, treaties and/or tariffs, would constitute a flagrant violation of the AUP. Should any activity threaten the integrity of or threaten to adversely affect Fatbeam network, Fatbeam shall be allowed to take steps to reduce or contain the damage, including termination or suspension of the Service(s).
- 2.5 Spam.** Fatbeam prohibits the transmission, distribution or storage of unwanted or offensive content. Prohibited transmissions include without limitation, viruses, Trojan horse programs, messages which include character sequences intended to control the recipient's computer or display screen, make money fast schemes, pyramid or chain letters, fraudulent offers, threats, harassment, defamation, postings to a newsgroup in violation of its rules, charter or FAQ, unsolicited advertising (whether commercial or informational) and unsolicited e-mail ("SPAM"). Fatbeam strongly opposes SPAM, which floods the Internet with unwanted and unsolicited e-mail and deteriorates the performance and availability of the Fatbeam network. All forms of SPAM and all activities that have the effect of facilitating SPAM are strictly prohibited. Violation of this provision will result in termination of any applicable Service Order(s) and/or Customer's entire Agreement. Fatbeam shall be allowed to take any action it deems necessary to prevent the transmission, distribution or storage of SPAM.
- 2.6 Traffic Limitation.** Fatbeam Internet may only be used in conjunction with Service(s) purchased from Fatbeam. Notwithstanding anything in this Agreement to the contrary, no data traffic shall traverse the Fatbeam network unless such traffic originates from or is destined for Customer. Any commercial use or sale/resale of this service is strictly prohibited. Use by multiple tenants/enterprise customers without prior written consent and agreement is strictly prohibited.
- 2.7 Service Availability.** Fatbeam is committed to providing reliable, high-quality Service(s) to Customers. Fatbeam warrants that Fatbeam Internet will be available on a continuous, twenty-four hours per day, seven days a week basis.
- 2.8 Interruption of Service(s) Credit.** In the event that there is any defect, error, omission, delay, mistake, interruption, suspension, or other failure in connection with furnishing Fatbeam Internet or maintenance of the Service and the same is reported to and confirmed by Fatbeam (an "Interruption"), the liability, if any, of Fatbeam shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected Service for the time period during which the interruption occurred (the "Interruption Credit") as outlined below. Fatbeam shall not be liable nor shall any Interruption Credit be given to Customer for any Interruption which is: (1) caused by the willfulness or negligence of a third-party or any other entity other than Fatbeam; (2) due to failure of equipment and systems provided by Customer or any other entity; (3) due to a force majeure event as set forth in Section 24 below; or (4) during periods when the Customer elects to use the Service(s) on an impaired basis. Customer hereby acknowledges and agrees that its sole and exclusive remedy for an Interruption shall be an Interruption Credit as follows:

2 - 4 Hours	25% of the daily recurring cost
4 - 8 Hours	75% of the daily recurring cost
8 - 24 Hours	100% of the daily recurring cost
Over 24 Hours	100 % of the daily recurring cost for each 8 hour period over 24 hours.

Chronic Issues Credit. In the event that a specific Customer location experiences greater than 3 chronic issues in a 30 day period and that have been reported to Fatbeam and that are non-Customer caused, this Customer location will be entitled to reimbursement of one-day of service credit for each documented issue to their current Customer account of record.

Should a Customer experience 6 or more Chronic Out of Service failures (non-customer related) over a 60 day period, the customer may elect to terminate the remaining term of their contract without being assessed an ETF, regardless if it was an ICB.

- 2.9 **Safeguarding Customer Proprietary Network Information.** Fatbeam considers our Customers' proprietary network information (CPNI) as confidential. Fatbeam will not share information specific to our Customers and/or their network with anyone other than the authorized representative(s) of Customer unless Customer sends written authorization to their Fatbeam account manager. Such Letter of Authorization (LOA) must be signed by Customer's authorized representative stating the information Fatbeam is to provide and to what party and/or company Fatbeam is to disclose the information to upon request. This procedure extends during the term of the contract and will continue after the contract expires.

General Terms and Conditions

3. **Obligations of the Customer.** The customer agrees to provide all information, access, and support for timely installation and proper use of Service(s) and to comply with all of the terms and conditions of this Agreement. Customer also agrees that Customer's use of Service(s) will at all times be consistent with the terms outlined in Fatbeam Acceptable Use Policy ("AUP") in Sections 2.2, and 2.4 to 2.5 and will not be used in an unlawful manner, and will be used in such a manner as to prevent damage to Fatbeam network and equipment. Updates to Fatbeam AUP will be made on the web site <https://www.fatbeam.com> and will apply to all Service(s).
4. **Customer Representations.** Customer warrants that they have the legal right and ability to enter into this Agreement and are authorized to act on behalf of their business, school, library, or state/local government entity. Customer represents and warrants that Customer name and contact information is true and correct. Customer acknowledges and agrees that Fatbeam relies on the information supplied by Customer and that providing false or incorrect information may result in delays in the provision and delivery of Service(s), and the suspension or termination of Service(s). Customer agrees to promptly notify Fatbeam whenever personal or billing information changes, including, but not limited to, Customer's name, address, e-mail address, telephone number, and credit card information if appropriate.
5. **Term Commitment.** For each Service, the term commitment of the Service will begin the date Service is first installed and made available to Customer unless Customer advises Fatbeam in writing that Service is in material non-compliance with the specifications contained in the Sales Order(s), in which case the term commitment for that Service will not commence until such time as Fatbeam and Customer mutually agree that the issues with Service have been resolved and will continue for the number of months/years set forth in the applicable Sales Order(s) ("Initial Service Term").
6. **Fees and Charges.** Customer shall pay for all Service(s) Fatbeam supplies to Customer. Sales Order(s) specify the fees Customer will pay for Service(s) during the Service Term. The fees on the invoice are categorized as "Monthly Charges" and "One Time Charges." Monthly Charges will be billed monthly in advance and One Time Charges shall be billed as they occur. Fatbeam will bill Customer and Customer will be responsible for other legally applicable charges including, but not limited to, federal and state universal service fund (USF), federal and state telecommunications relay service (TRS), state and county E911 surcharges, state and local sales taxes, and local utility taxes and any other applicable federal, state, county, or local taxes and fees. Customer's invoice will reflect all taxes and fees.
7. **Payment.** Fatbeam will provide Customer with monthly invoices which will be due and payable thirty (30) days from the invoice date (the "Due Date"). For the purposes of billing and adjustments, Fatbeam assumes there are thirty (30) days in a month and the Invoice Date is the 1st of each month. All Monthly Charges are billed one (1) month in advance and all One Time Charges for installation and/or changes of service are invoiced on the first invoice following the date charges were incurred. Your initial invoice could contain One Time Charges, pro-rated charges for Partial Month Services and Monthly Charges for services in advance. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the date of the invoice in the amount of one and one-half percent (1½%) per month of the amount of the unpaid balance from the date of invoice. In addition to the remedies contained in this Agreement, Fatbeam reserves its right in law and equity including, but not limited to, its rights under the Uniform Commercial Code.
8. **Taxes.** Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including value added tax, sales taxes, duties, fees, levies or surcharges (including where applicable Universal Service Fund or similar surcharges) imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and shall be paid promptly when due by Customer. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent

required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Fatbeam actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Notwithstanding the foregoing, a monthly Universal Service Fund charge shall be added to each invoice for Service(s) based upon the applicable total billed revenues, the amount of which shall be based upon the Federal Communications Commission assessment.

9. **E-Rate (Applicable to Education and Library Customers only).** Fatbeam Internet contract, including this Agreement, begins upon the later of (a) its execution by both Fatbeam and Customer; and (b) Customer's E-rate funding approval or Customer approval to proceed with service. Customer understands and agrees that One Time Charges and Monthly Charges are Customer's firm contractual obligation for the duration of this contract after customer receives E-rate funding or has given Fatbeam a notice to proceed with service.
10. **Unauthorized Use of the Service(s).** Customer accepts full responsibility for the charges and fees invoiced for Fatbeam provision of all Service(s) to Customer regardless of whether Customer authorized the use of the Service(s). Customer shall not be excused from paying Fatbeam for Service(s) provided to Customer or any portion thereof on the basis that fraudulent use of Service(s) comprised a corresponding portion of the Service(s) for which charges and fees are invoiced. In the event Fatbeam discovers or reasonably believes that Service(s) are being used fraudulently, nothing contained herein shall prohibit Fatbeam from taking immediate and all reasonable actions necessary to prevent the fraudulent use of the Service(s).
11. **BACK-UP POWER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT, IF ACCESS TO AND USE OF SERVICE(S) IS DESIRED OR REQUIRED DURING A POWER OUTAGE, CUSTOMER IS SOLELY RESPONSIBLE TO PROVIDE APPROPRIATE BACK-UP POWER TO ANY EQUIPMENT LOCATED ON CUSTOMER'S PREMISES TO THE EXTENT SUCH EQUIPMENT MAY BE USED TO ACCESS AND USE OR IS OTHERWISE RELATED TO THE USE OF SERVICE(S). FATBEAM SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE UNAVAILABILITY OF SERVICE(S) DURING A POWER OUTAGE AS A RESULT OF CUSTOMER'S FAILURE TO PROVIDE NECESSARY BACK-UP OR SECONDARY POWER FACILITIES FOR USE OF SERVICE(S).
12. **Termination by Fatbeam.** In the event Customer is in breach of any terms of this Agreement, Fatbeam may provide written notice to Customer of such a breach, upon receipt of which Customer shall (i) have ten (10) days to cure such a breach if the breach is due to Customer's non-payment of all undisputed charges by the Due Date or (ii) have thirty (30) days to cure all other breaches of this Agreement. If such breach is not cured by Customer to Fatbeam's satisfaction, in its sole discretion, within the applicable cure period set forth above, Fatbeam may terminate this Agreement (in whole or in part, including Sales Order(s)) and discontinue its provision of Service(s) under this Agreement effective immediately. Notwithstanding the foregoing, in the event Customer's use of Service(s) violates the Fatbeam AUP, Fatbeam may suspend the provision of Service(s) to the Customer or terminate this Agreement (in whole or in part, including Sales Order(s)) effective immediately.
13. **Termination by Either Party.** Either Party shall have the right to terminate Service(s) without liability including early termination fees, (i) if Fatbeam is prohibited from furnishing Service(s) under this Agreement, (ii) if any material rate or term contained herein is substantially changed by order of the highest court of any competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state, or federal government authority or (iii) upon expiration of the Service Term.
14. **Early Termination.** If Service(s) are terminated by Customer or by Fatbeam following an uncured default by Customer prior to the end of the Service Term, then commencing on the effective date of such termination, Customer will be subject to early termination fees equal to seventy-five percent (75%) of the remaining value of the Agreement ("Early Termination Fees"). Customer and Fatbeam acknowledge and agree that (i) the Early Termination Fees are a fair and reasonable estimate of damages that would occur in the event that the Agreement is terminated prior to the end of the Service Term; (ii) actual damages incurred by Fatbeam as a result of the early termination of the Agreement would be difficult to determine; and (iii) the provisions regarding the Early Termination Fees in this paragraph are reasonable and appropriate measures of the damages for such early termination and not a penalty. Customer agrees to pay all such Early Termination

Fees within thirty (30) days of Customer's notice of termination of Service(s) immediately upon receipt of Fatbeam's last invoice to Customer ("Final Invoice"). All requests to terminate Service(s) must be received, in writing to Fatbeam, thirty (30) days prior to the termination effective date. A minimum of thirty (30) days will always be billed to Customer from the date that the termination notice is submitted.

15. **Term Renewal.** Upon expiration of the Initial Service Term and as long as Customer is not in default of the terms of this Agreement, Customer may extend their Service(s) under the same terms and conditions as their initial term for a period of one (1) additional three (3) or five (5) year term, as applicable, upon notification to Fatbeam in writing at least thirty (30) days prior to the expiration of the Service Term.
16. **Bill Disputes.** Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Fatbeam within thirty (30) days from the date of the invoice or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Fatbeam determines that a disputed charge was billed in error, Fatbeam will issue a credit to reverse the amount incorrectly billed. If Fatbeam determines the disputed amount was billed correctly, Fatbeam will inform Customer of such determination and provide Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for an officer review/resolution with Fatbeam and Customer in accordance with this Agreement. In the event that the escalated dispute is resolved against Customer or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Fatbeam within thirty (30) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.
17. **Resolution of Disputes.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively referred to hereinafter as a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at the higher level of management than the persons with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.
18. **Upgrades and Downgrades.** An "Upgrade" is defined as a change to Customer's existing Service(s) agreed to by Fatbeam that will result in an increase in Customer's Monthly Charges and/or One Time Charges. Customer will be required to purchase the Upgrade for a term commitment that extends to the end of Customer's existing Term or the Customer may extend their term pursuant to Section 15. A "Downgrade" is defined as a change to Customer's existing Service(s) or partial disconnect agreed to by Fatbeam that will result in a decrease in Customer's Monthly Charges. If Customer Downgrades the Service(s) before the end of the Term and the Downgrade results in more than a fifteen percent (15%) decrease in the Monthly Charges on the Service(s) for which a Downgrade occurred, Fatbeam, in its sole discretion, may charge Customer Early Termination Fees. Customer shall provide Fatbeam with thirty (30) days prior written notice for all Downgrades. Any Downgrade of Service(s) must have a Term that extends at least to the end of the Customer's existing Term.
19. **Fatbeam Owned Customer Premises Equipment.** Any Equipment installed by Fatbeam to perform or deliver Service(s) under this Agreement which was not purchased by the Customer, is the sole property of Fatbeam and is referred to as "Fatbeam CPE" or "CPE." Fatbeam has the right to access, maintain, remove, replace or take any other action in connection with the CPE at any time for any reason. At all times, Customer shall: (1) refrain from physically tampering with or modifying CPE, or authorizing another to do so; and (2) provide Fatbeam with reasonable, sufficient, and necessary access to Customer's facilities in order for Fatbeam to fulfill its obligations under this Agreement. Customer shall provide Fatbeam reasonable and necessary access to Fatbeam CPE at all reasonable times in the event Fatbeam needs to retrieve the CPE during or upon the expiration or termination of the applicable Service Term. Customer also agrees to cooperate with Fatbeam in all communications with the landlord at the Customer's premises if requested by Fatbeam even after the expiration or termination of the applicable Service Term so that Fatbeam may retrieve physical possession of the CPE. Customer shall be responsible for any and all damages to the CPE

caused by Customer or its end-users. Fatbeam will not be responsible for any interference or interruption in Service(s) that are related to or caused by CPE. Customer is responsible for the initial and ongoing configuration of any equipment provided by Customer. If any equipment provided by Customer is not compatible or may not be used with the Service(s) and Customer terminates this Agreement or Service(s) as a result, Customer will be responsible for all Non-Recurring Charges for Service(s) that are noted on the Sales Order(s) as well as any third-party costs Fatbeam may have incurred.

20. **Limitation of Liability.** Fatbeam shall not be liable or responsible for any of the following: (1) the content of the information passing over Fatbeam's network; (2) the Internet or any information contained thereon; (3) unauthorized access to Customer transmission facilities or to Customer owned equipment; (4) unauthorized access or damage to, alteration, theft, destruction or loss of customer records or data; (5) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (6) claims against Customer by any other party; or (7) any act or omission of any other party furnishing services to Customer, or the installation and/or removal of any and all equipment supplies by any other services provider. Notwithstanding the foregoing, the liability of Fatbeam, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service(s) or equipment provided by Fatbeam, if any, or for breach or warranties set forth in this Agreement, shall in no event exceed the Monthly Charges for Service(s) that are the subject of the claim. IF ANY LIABILITY IS IMPOSED ON FATBEAM, SUCH LIABILITY SHALL BE LIMITED AS PROVIDED IN THIS AGREEMENT, WHICH SHALL BE FATBEAM'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY PERFORMANCE, NON-PERFORMANCE, OR NEGLIGENCE OF FATBEAM UNDER THIS AGREEMENT. FATBEAM SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER FATBEAM IS INFORMED OF THEIR POSSIBILITY.
21. **Warranties.** FATBEAM DOES NOT WARRANT UNINTERRUPTED OPERATION OF THE SERVICE(S) AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES NOT MADE IN THIS AGREEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. FATBEAM DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.
22. **Transfer and Assignment.** Customer may not sell, assign or transfer any of Customer's rights or obligations under this Agreement without Fatbeam prior written consent. Fatbeam may assign this Agreement upon notice to Customer.
23. **Force Majeure.** Any delay, interruption or nonperformance of any provision of this Agreement on the part of Fatbeam caused by conditions beyond Fatbeam reasonable control shall not constitute a breach of the Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).
24. **Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) upon the first business day following deposit if sent by overnight delivery by a nationally

recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice.

Notices to Fatbeam:

Fatbeam, LLC.
Attn: Greg Green
2065 W. Riverstone Dr.
Suite 105
Coeur d'Alene, ID 83814

T (509) 344-1008
F (509) 344-1009

If to Customer:

The Regents of the University of Idaho
Attn: Contracts & Purchasing Services
875 Perimeter Drive MS 2006
Moscow, ID 83844-2006

T (208) 885-6116
F (208) 885-6060

25. **Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the state of Idaho and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the state of Idaho, as appropriate.
26. **Entire Agreement.** This Agreement is the complete agreement between the Parties, concerning any telecommunications and/or Internet Service(s) provided by Fatbeam hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
27. **Addition/Modification.** Except as set forth in this Agreement, this Agreement may only be modified, amended or waived through a writing signed by an authorized employee of each Party.
28. **Severability.** In the event that any of the terms of this Agreement or the applications of any such term shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.
29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an Agreement. Facsimile signatures and electronic signatures (including electronically transmitted signed documents) shall be accepted and treated the same as an original.

The parties have caused these General Terms and Conditions to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

FATBEAM, LLC

University of Idaho

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CONSENT AGENDA
OCTOBER 20, 2016**

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

June 18, 2014	The Board approved the appointment of Dani Hansing to the Committee.
August 14, 2014	The Board approved the appointment of Kathy Albin and Bill Picard.
October 16, 2014	The Board approved the appointment of Mitzi Sabori to the Committee.
February 19, 2015	The Board approved the appointment of Pete Putra and Will Fanning.
June 18, 2015	The Board approved the appointment of Nolan Goubeaux.
October 22, 2015	The Board approved the appointment of Donovan Chase and Shawna Daniels.
April 14, 2016	The Board approved the appointment of Tomas Puga and reappointments of Selena Grace, Bob Sobotta, and Chris Meyer.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they affect Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes.

Pursuant to Board Policy I.P. the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of five years. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term. The membership consists of:

- 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

Eastern Idaho Technical College (EITC) has forwarded Dr. Sharee Anderson's name for consideration as their representative. Dr. Anderson is the Vice President of Instruction and Student Service at EITC.

**CONSENT AGENDA
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The Shoshone-Bannock Tribes have forwarded the following names for consideration: Ms. Donna Bollinger as the tribal chair designee, Ms. Jessica James-Grant as the K-12 tribal education representative, and Mr. Hank McArthur as the Bureau of Indian Education (BIE) representative.

Additionally, the Committee requests the terms for Selena Grace of Idaho State University, Bob Sobotta of Lewis-Clark State College, and Dr. Chris Meyer of the Coeur d'Alene Tribe be extended to June 2021 to be consistent with Board Policy I.P. The terms for these members, reappointed by the Board at the April 2016 Board meeting were calculated incorrectly and were set for three (3) years rather than the five (5) years established in Board Policy I.P.

IMPACT

The proposed appointment replaces the EITC representative on the Committee, replaces the Shoshone-Bannock representatives on the Committee and extends terms for three existing members that were approved in April 2016.

ATTACHMENTS

Attachment 1 – Current Committee Membership	Page 5
Attachment 2 – Nomination Letters	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Mr. Justin Gardner took another position within Eastern Idaho Technical College (EITC) and is unable to serve on the committee. Dr. Sharee Anderson has been identified to replace Mr. Gardner and serve as EITC's representative. Dr. Anderson has been with EITC for over 10 years as an instructor, Division manager of Healthcare and now in the current role of Vice President. If approved, Dr. Anderson's would complete Mr. Gardner's term which, as an original committee member, ran from July 1, 2013 – June 30, 2017.

Ms. Mitzi Sabori is no longer on the Fort Hall Business Council. Ms. Donna Bollinger has been identified to replace Ms. Sabori and serve as the tribal chair designee. Ms. Jessica James-Grant fills a vacancy for the K-12 tribal education representative and Mr. Hank McArthur replaces Mr. Eric Lords as the BIE representative. If approved, Ms. Bollinger and Ms. James-Grant would serve a new five-year term and Mr. Hank McArthur would complete Mr. Lords' term which runs from July 1, 2013 – June 30, 2018.

BOARD ACTION

I move to appoint Dr. Sharee Anderson, representing Eastern Idaho Technical College, effective immediately and expiring June 30, 2017.

I move to appoint Ms. Donna Bollinger, as the Shoshone-Bannock Tribes tribal designee, effective immediately and expiring June 30, 2017.

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I move to appoint S. Jessica James-Grant representing the Shoshone-Bannock Tribes as the K-12 tribal education representative, effective immediately and expiring June 30, 2021.

Mr. Hank McArthur, representing the Shoshone-Bannock Bureau of Indian Education representative, effective immediately and expiring June 30, 2018.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOARD ACTION

I move to approve amendment to the terms of appointment for Selena Grace, representing Idaho State University, Mr. Bob Sobotta, representing Lewis-Clark State College, and Dr. Chris Meyer representing the Coeur d'Alene Tribe to the Idaho Indian Education Committee to expire June 30, 2021.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
OCTOBER 20, 2016**

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**CONSENT AGENDA
OCTOBER 20, 2016**

**State Board of Education
Indian Education Committee**

Dr. Yolanda Bisbee is the Executive Director of Tribal Relations 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, 2016 – June 30, 2019.

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 Sobotta, Jr. is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2016 – June 30, 2019

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

Nolan Goubeaux is the Associate Dean of Student Affairs for the College of Southern Idaho (CSI). Term: July 1, 2013 – June 30, 2018

Tomas Puga is the Coordinator, Advising and New Student Services at the College of Western Idaho (CWI). Term: July 1, 2016 - June 30, 2019

VACANT Eastern Idaho Technical College (EITC). Vacant Term: July 1, 2013 – June 30, 2017

Jennifer Porter is the chairperson's designee 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, 2016 – June 30, 2019

Shawna Daniels is the High School Coordinator for the Coeur d'Alene tribe and serves as the K-12 Representative for the Tribe. Term: July 1, 2013 – June 30, 2016

Bill Picard is a member of the Nez Perce Tribal Executive committee 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

VACANT Tribal Chairperson's designee for the Shoshone-Bannock Tribes. Vacant Term: July 1, 2013 – June 30, 2017

VACANT K-12 representative for the Shoshone-Bannock Tribes. Vacant Term: July 1, 2016 – June 30, 2021

**CONSENT AGENDA
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Pete Putra is a member of the Shoshone-Paiute Tribes and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2013 – June 30, 2018

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

Donovan Chase 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

VACANT Bureau of Indian Education school representatives. Vacant Term: July 1, 2013 – June 30, 2018

CONSENT
OCTOBER 20, 2016

August 18, 2016

Thank you for the opportunity to be involved in the Idaho Indian Committee for 2016-17 academic year. I would like to nominate Dr. Sharee Anderson as the Eastern Idaho Technical College representative. She is the Vice President of Instruction and Student Service. She has been at the college for over 10 years as an instructor, Division manager of Healthcare and now in the current role of Vice President. She was awarded the Idaho Biology Teacher by the National Association of Biology Teachers in 2000 and received the Science Scholastic Award from Idaho State University in 2007. Dr. Anderson is excited to provide opportunities to all students in Idaho and work with the Idaho Indian Committee to expand those opportunities.

Sincerely

A handwritten signature in red ink, appearing to read 'Rick Aman', with a long horizontal flourish extending to the right.

Rick Aman, PhD

President, Eastern Idaho Technical College

The SHOSHONE-BANNOCK TRIBES

FORT HALL INDIAN RESERVATION
PHONE (208) 478-3700
FAX # (208) 237-0797

FORT HALL BUSINESS COUNCIL
P.O. BOX 306
FORT HALL, IDAHO 83203



State Board of Education (SBOE)
State of Idaho
State Department of Education
Boise, Idaho 83720

September 2, 2016

Dear SBOE Members,

On behalf of the Shoshone-Bannock Tribes, we would like to recommend the following representatives from the Shoshone-Bannock Tribes to be added to the State Indian Education Board within the State Department of Education (SDE) and the State Board of Education (SBOE):

FHBC representative: Donna Bollinger **alternate:** Lee Juan Tyler

K-12 representative: Jessica James Grant **alternate:** Lori Pahvitse

BIE representative: Hank Edmo McArthur **alternate:** SBHS School Board Chair

The Indian Education Board, through building partnerships, increases Indigenous pedagogical practices, and adopting data driven, evidence-based policies, will work to increase educational attainment of all American Indian Students in Idaho.

The Shoshone-Bannock Tribes appreciates the relationship we share with the State of Idaho and look forward to the opportunity to strengthen our work through the State Indian Education Board. If we can be of further assistance, please feel free to contact us.

Respectfully,

Blaine J. Edmo
Chairman

**CONSENT AGENDA
OCTOBER 20, 2016**

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership

APPLICABLE STATUTE, RULE, OR POLICY

Federal Regulations 34 CFR §361

BACKGROUND/DISCUSSION

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

The members of the Council must be appointed by the Governor; in the case of a State which vests authority for the administration to an entity other than the Governor, the chief officer of that entity pursuant to § 33-2303, Idaho Code, designates the State Board for Career-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 § 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR § 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, non-voting member of the Council if employed by the designated State agency;
- v. At least one representative from the community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;

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- ix. In a State in which one or more projects are carried out under § 121 of the American Indian Vocational Rehabilitation Services Act, 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, non-voting member of the Council.

Additionally, Federal Regulations 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 one (1) nomination for Board approval; Kendrick Lester was chosen to fulfill the Federal Regulations as a representative of the State Department of Education. The Council has two resignations: Lonnie Pitt, who filled the position of a representative of a Former Applicant or Recipient, and Jayne Womack, who filled a position as a representative for Disability Advocacy Groups.

IMPACT

The above appointment and two resignations will bring the Council membership to a total of fifteen (15) with two vacancies on the Council; one for a representative of business, industry and labor and the other for a representative of a Former Applicant or Recipient. Minimum composition for the Council is 15 members.

ATTACHMENTS

Attachment 1 - Current Council Membership	Page 5
Attachment 2 – Kendrick Lester Nomination Letter & Resume	Page 7

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BOARD ACTION

I move to approve the appointment of Kendrick Lester to the State Rehabilitation Council as a representative for the State Department of Education to complete the term vacated by Alison Lowenthal, effective immediately 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)
1	Former Applicant or Recipient	Minimum 1	Lonnie Pitt/Resigned July 2016	6/30/2018	2
2	Parent Training & Information Center...	Minimum 1	Angela Lindig	6/30/2018	2
3	Client Assistant Program	Minimum 1	Dina Flores -Brewer	no end date	No Limit
4	VR Counselor	Minimum 1	Suzette Whiting	6/30/2018	1
5	Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2018	1
6	Business, Industry and Labor	Minimum 4	Lucas Rose	6/30/2017	1
7			Rachel Damewood	6/30/2017	2
8			Judith James	4/30/2018	1
9			VACANT		
10	Disability Advocacy groups	No minimum or maximum	Molly Sherpa	3/31/2017	1
11			Mike Hauser	42825	1
12			Jayne Womack/Resigned July 2016	6/30/2018	1
13	State Independent Living Council	Minimum 1	Mel Leviton	9/30/2018	1
14	Department of Education	Minimum 1	VACANT/previously filled by Alison Lowenthal	6/30/2017	
15	Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	No end date	No Limit
16	Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	No end date	No Limit
17			David Miles	No end date	No Limit
18	Workforce Development Council	Minimum 1	Gordon Graff	8/31/2018	1
	Updated 9/13/2016				Total Mbrs 14

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STATE REHABILITATION COUNCIL NOMINATION FORM

Nominee's Name: Kendrick Lester - SPED Secondary Transition Coordinator w/ Idaho SDE
Mailing Address: 650 W State Street Boise, Idaho 83702
Home/Cell Phone: 208-696-9163 Work Phone: 208-332-6800 Ext. 6918
E-Mail: klester@sde.idaho.gov

Please explain why you would like to serve on the State Rehabilitation Council

Desire to provide State Department of Education representation and support to the SRC.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: None at this time. Term Date: _____
Name: _____ Term Date: _____
Name: _____ Term Date: _____
Name: _____ Term Date: _____

How many hours per month would you be able to commit to State Rehabilitation Council activities?

☒ 1 to 3 hours ☐ 4 to 6 hours ☐ 7 to 9 hours ☐ 10 or more hours

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

☐ Yes

☒ No

RETURN TO:
IDAHO STATE REHABILITATION COUNCIL
ATTN: Membership Chair
650 West State Street, Room 150
P.O. Box 83720
Boise, Idaho 83720-0096

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Core Qualifications

- Approachable & positive leader; efficient resource manager.
- Comfortable planning & facilitating powerful trainings and/or group presentations.
- Excellent rapport with learners of all ages and their families.
- 10 year experience in public education.
- Strengths in developing remedial/tutoring programs that promote & emphasize personal growth.
- **FLUENT IN SPANISH.** Emerging French. Mindful and eager to encourage school & community participation by those of differing status, culture, and ability levels.
- TESOL/TEFL Certified. (Experienced with ESL instruction and curriculum.)
- Idaho Teaching Certificates: K-12 Special Education & K-8 All Subjects. Math Highly-Qualified. (Idaho/Nevada Administrator Endorsements in Progress.)

Professional Experience

Special Education Leadership

- Ensured compliance to federal/state special education laws. (IDEA, ADA, FERPA etc.)
- Professionally resolved student/family concerns; gained trust that frequently helped to avoid costly complaints or escalation toward litigation.
- Supervised/Trained/Supported department staff in delivering quality and efficient student supports.
- Assisted other educators/administration in understanding disabled students needs and ways they can adapt their instruction/programs to be more accessible; yet still meaningful and rigorous.
- Reported equipment, personnel, and financial needs/plans to administration.
- Coordinated with outside agencies and community resources to provide students with access to related services & assistive technology tools in an efficient/cost effective way.
- Scheduling/Interviewing/Budget planning to align resources to student/staff needs.

Case Manager

- Handled sensitive information and records; high regard for student/family privacy.
- Assessed students for academic & assistive technology needs.
- Developed individual education & Section 504 plans outlining clear service/accommodation need.
- Made student placement determinations & schedules.
- Compliant communications, records, & reports to state welfare and justice agencies.
- Aided students and their families in transition planning for independent living, post-secondary education and job acquisition.

Special Education Teacher

- Provided individualized academic/social skills/behavior instruction to high risk students.
- Creatively provided effective math instruction to students with memory, attention, and/or processing deficits; as well as those who are visually impaired, blind, or deaf/hard of hearing.
- Safely resolved behavioral disruptions while maintaining student dignity & privacy.

Employment History

Nampa School District Nampa, ID 2005-2010 (South Middle School Emotion & Behaviors Program)

Melba School District Melba, ID 2010-2011 (PreK-12 Special Education Teacher)

Nampa School District 2011-2015 (Nampa High School Special Education)

Nampa School District 2015-2016 (District Secondary SPED Coordinator/Consulting Teacher)

Idaho State Department of Education 2016-Current (SPED Secondary Transition Coordinator)

Other Recent Work Experience

- Addiction Counselor/Director of Group & Spanish Programs; Pac-North Healthcare. 2006-09
- Psycho-Social Rehabilitation Provider, Abundance Behavioral Health. 2009-11
- Licensed Driving Instructor (Idaho); Phillips Driving School. 2012-Current
- Football, Wrestling, Tennis Coach.

CONSENT AGENDA OCTOBER 20, 2016

Educational Background

BA, Psychology -- THOMAS EDISON STATE COLLEGE - Trenton, New Jersey
 M.Ed., Educational Leadership & Administration -- CONCORDIA UNIVERSITY - Portland, Oregon
 Post Graduate Ed.S. Special Education Director – ARKANSAS STATE UNIVERSITY

Certifications

- CPI Certified-Crisis Intervention & School Safety Training, Crisis Prevention Institute.
- Current CPR and First Aid; Concussion Protocol Trained.
- American Board Certification of Teacher Excellence in the area of Special Education Teaching & Law.
- Teaching English to speakers of other language (TESOL) & Teaching English as foreign language (TEFL)
- Drug and Alcohol Counseling Certification, Stratford Institute, St Albans, Vermont

Me in 30 Seconds

I am an unconventional person who feels most comfortable in a setting where being honest, genuine, and big-picture oriented is valued. I can quickly learn, retain, and re-share complex information that I can use to help others and/or direct larger efforts toward achievement. I am wildly creative when it comes to problem solving, teaching/counseling or speaking/presenting; and I am great at building powerful relationships with others even though I lean introvert. I have worked the past 10 years successfully in public education. I have enjoyed being in the classroom, but I feel my talents are pushing me toward fulfilling a greater role that will allow me to expand my circle of student serving influence on a larger leadership scale.

I highly value time with family and continued learning through personal study, travel, networking, and willfulness to try new things. I am interested in helping others with personal development & achievement, as well as history, languages, travel.

PROFESSIONAL REFERENCES

Pete Koehler, Deputy Superintendent; Idaho State Department of Education.

pkoeehler@sde.idaho.gov 208-332-6800

Jason Hillman, District Special Education Director; Nampa School District. Nampa, Idaho

jhillman@nsd131.org 208-468-4600

Phyllis Vermilyea, District SPED Consulting Teacher; Nampa School District. Nampa, Idaho

pvermilyea@nsd131.org 208-468-4600

PERSONAL REFERENCE

Matt Locke, Recruiting Manager; Clearwater Analytics. Boise, Idaho

208-919-3449

Ted Sharp, President, SharpExec International. Nampa, Idaho

208-697-1641

**CONSENT AGENDA
OCTOBER 20, 2016**

SUBJECT

President Approved Alcohol Permits Report

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 August 2016 Board meeting. Since that meeting, Board staff has received forty-nine (49) permits from Boise State University, nineteen (19) permits from Idaho State University, seventeen (17) permits from the University of Idaho, and four (4) permits from Lewis-Clark State College.

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 July 2016 – February 2017				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
United Dairymen of Idaho Reception & Dinner	Stueckle Sky Center		X	07/26/16
Light the Night Kickoff BBQ	Recruiting Center		X	08/01/16
Helmets & Heels	Caven Williams Football Complex	X		08/02/16
Siemens Simatic AWinCC Roadshow 2016	Stueckle Sky Center		X	08/04/16
Rodrigo y Gabriela Guitar Duo	Morrison Center	X		08/05/16
Simplot Awards Dinner	Stueckle Sky Center		X	08/16/16
First Folio – Idaho Shakespeare Festival	Yanke Research Park-Lawn	X		08/20/16
Buddy Guy Concert	Morrison Center	X		08/22/16
Dinner on the Blue	Stueckle Sky Center	X		08/22/16
VIP First Folio Donor Reception	Yanke Room 207	X		08/22/16
First Folio – Boise Chamber of Commerce	Yanke Room 510		X	08/24/16
Jim Jeffries Comedy Show	Morrison Center	X		08/26/16
Bronco Sports Properties Radio Event	Gene Bleymeir Football Complex	X		08/30/16
Tom Michael Public Radio Reception	Stueckle Sky Center	X		08/30/16
Wilco – Rock Concert	Morrison Center	X		08/31/16
McCormick/Taffin Wedding Reception	Stueckle Sky Center		X	09/03/16
Carrie Underwood Concert	Taco Bell Arena	X		09/06/16
The Mavericks Concert	Morrison Center	X		09/07/16
Volbeat	Taco Bell Arena	X		09/07/16
Rodney Carrington Concert	Morrison Center	X		09/09/16
ISCO Fall Meeting Reception	Student Union Building		X	09/09/16
Women in Leadership Conference Reception	Student Union Building		X	09/14/16

**CONSENT AGENDA
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Blink 182 Concert	Taco Bell Arena	X		09/15/16
Dierks Bentley Concert	Taco Bell Arena	X		09/16/16
Mary Chapin Carpenter Concert	Morrison Center	X		09/17/16
Serving Up Wishes Fundraiser	Stueckle Sky Center		X	09/17/16
Power Engineers Catering	COBE		X	09/19/16
The ID Senate & House of Representatives Conference Dinner	Stueckle Sky Center		X	09/19/16
National Science Foundation – Critical Zone Observation Meeting	Stueckle Sky Center	X		09/19/16
Albertsons University Class	Stueckle Sky Center		X	09/20/16
Women's Council of Realtor's Event	Stueckle Sky Center		X	09/21/16
US Bank Reception	Benjamin Victor Gallery		X	09/22/16
Idaho State Nonprofit Conference	Student Union Building		X	09/22/16
Ivie Associates Dinner	Stueckle Sky Center		X	09/26/16
Distinguished Lecture Reception	Morrison Center	X		09/27/16
Distinguished Lecture Reception	Stueckle Sky Center	X		09/27/16
Bank of the Cascades Reception	Benjamin Victor Gallery		X	09/28/16
Def Leppard Concert	Taco Bell Arena	X		09/28/16
Computer Science City Center Grand Opening	Computer Science City Center/ US Bank Building	X		09/29/16
BAA – Planned Giving Reception	Hall of Fame	X		09/29/16
Idaho Partnerships Conference on Human Services	Student Union Building	X		10/05/16
Maroon 5 Concert	Taco Bell Arena	X		10/09/16
Alumni Gala	Stueckle Sky Center	X		10/14/16
NAEOP President's Reception	Stueckle Sky Center		X	10/16/16
Bassett Wedding	Stueckle Sky Center		X	10/29/16

**CONSENT AGENDA
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
IL DIVO Concert	Taco Bell Arena	X		11/03/16
Five Finger Death Punch & Shinedown Concert	Taco Bell Arena	X		11/07/16
Pioneer Federal Holiday Party	Stueckle Sky Center		X	12/10/16
Twenty One Pilots Concert	Taco Bell Arena	X		02/08/17

**CONSENT AGENDA
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**APPROVED ALCOHOL SERVICE AT
IDAHO STATE UNIVERSITY
July 2016 – April 2017**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Professional of the Year	PAC		X	07/27/16
IEA Summer Institute Conference Social	Ponds SUB		X	07/28/16
SKAGGS Pre Conference Reception	PAC – Rotunda		X	08/03/16
SKAGGS Poster Presentation	Leonard Hall		X	08/04/16
Harrison Wedding	PAC – Rotunda		X	08/06/16
State Board of Education Dinner	PAC	X		08/10/16
Steve Eaton Benefit Concert	PAC – West Patio	X		08/13/16
State of the University Address	PAC – Rotunda	X		08/31/16
Symphony Concert	Jensen Grand Concert Hall	X		08/31/16
Welcome Assembly	PAC – Promenade	X		09/01/16
IHHM Fundraising Gala	PAC		X	09/17/16
Symphony Concert	Jensen Grand Concert Hall	X		09/23/16
Distinguished Under 40	SUB		X	10/06/16
Symphony Concert	Jensen Grand Concert Hall	X		11/11/16
Christmas Party	SUB		X	12/19/16
Laughter & Light Wine Tasting	SUB		X	01/08/17
Symphony Concert	Jensen Grand Concert Hall	X		02/10/17
Symphony Concert	Jensen Grand Concert Hall	X		03/11/17
Symphony Concert	Jensen Grand Concert Hall	X		04/28/17

**CONSENT AGENDA
OCTOBER 20, 2016**

**APPROVED ALCOHOL SERVICE AT
UNIVERSITY OF IDAHO
June 2016 – November 2016**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
President's Leadership Retreat	University House 1026 Nez Perce Drive	X		07/26/16
Idaho Blended Learning Summit	UI – Boise	X		08/11/16
College of Education All Faculty-Staff Meeting	Building 835 (UI College of Education newly renovated bldg.)	X		08/17/16
New Chairs Reception	Bruce Pitman Center	X		08/30/16
UI Football Game vs. Mt. State	Kibbie Dome	X		09/01/16
UI Social Group Fall Social	Kibbie Dome	X		09/15/16
2016 Golf Course Improvement Tournament	UI Golf Course	X		09/24/16
Event Wine Tasting	Administration – President's Office	X		09/28/16
Karen Gillespie Retirement Reception	J.A. Albertsons Building Courtyard	X		09/29/16
Retirement Reception for Cindy Johnson	Common Horizon Room	X		09/29/16
College of Law Class of 1986 Class Reunion	UI – Boise	X		10/01/16
Crosstoberfest V	UI Extension, Sandpoint ID		X	10/02/16
UI Retirees Association Gallery Reception	Prichard Art Gallery	X		10/04/16
Roger Rowley	Prichard Art Gallery	X		10/20/16
CoE Academy of Engineers Awards Ceremony	Common Horizon Room	X		10/20/16
College of Science Celebration of Alumni Excellence Dinner	Common Horizon Room	X		10/20/16
Medea VIP Theatre Arts Event	Hartung Theatre Scene Shop, UI	X		10/22/16

**CONSENT AGENDA
OCTOBER 20, 2016**

**APPROVED ALCOHOL SERVICE AT
LEWIS-CLARK STATE COLLEGE
September 2016 – October 2016**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Exhibition Opening for Stories We See Early Photography of the Valley	Gallery 2	X		09/09/16
LC Valley Chamber: Business After Hours	Gallery 1	X		09/15/16
Fall Fundraiser for CAH – Steampunk Ball	Gallery 1	X		09/17/16
State Board of Education Dinner	Gallery 1	X		10/19/16

CONSENT AGENDA OCTOBER 20, 2016

SUBJECT

2015-2016 Accreditation Summary Report of Idaho Schools

REFERENCE

August 2011	Board accepted the 2010-2011 Accreditation Report.
August 2012	Board accepted the 2011-2012 Accreditation Report.
August 2015	Board accepted the 2014-2015 Accreditation Report.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-119, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02.140 – Accreditation

BACKGROUND/DISCUSSION

Pursuant to IDAPA 08.02.02.140, “All public secondary schools, serving any grade(s) 9-12, will be accredited. Accreditation is voluntary for elementary schools, grades K-8, private and parochial schools, and alternative schools...” Section 33-119, Idaho Code, authorizes the Board to establish the accreditation standards. Through administrative rule, the Idaho State Board of Education (Board) requires schools to meet the accreditation standards of the Northwest Accreditation Commission (NWAC), a division of AdvancED.

In accordance with IDAPA 08.02.02.140, an annual accreditation report will be submitted to the Board. This report outlines the accreditation status of Idaho’s schools that serve any grade(s) 9-12 as well as those elementary schools, schools serving grades K-8, private, and parochial schools that voluntarily seek accreditation.

ATTACHMENTS

Attachment 1 – 2015-2016 Accreditation Summary Report of Idaho Schools	Page 3
Attachment 2 – AdvancED Accreditation Policies and Procedures	Page 13

STAFF COMMENTS AND RECOMMENDATIONS

AdvancED accredits both individual schools as well as school systems (school district) Once a school becomes accredited, they may have one of two accreditation statuses. The accreditation status is based on the performance of a school in areas related to the accreditation standards, policies, assurances, student performance results and stakeholder feedback. The two statuses are “accredited” or “accredited under review.” The term “accredited under review” has replaced the term “accredited probation.”

All institutions that are accredited conduct a five year External Review during their final year of the accreditation cycle facilitated by AdvancED. In addition, all schools have a mid-term accreditation progress report that is done through AdvancED’s online accreditation application. This report is done at the end of the second (2nd) year in the cycle for all schools with the “accredited” status.

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Those schools with “accredited under review” status have a more frequent reporting cycle. The “accredited under review” cycle can be every year, or more often dependent on the situation. All “accredited under review” institutions conduct an onsite accreditation progress report review facilitated by AdvancED.

The Accreditation Progress report specifically addresses the required actions given by the External Review Team at the five year onsite review. There are two circumstances under which a school may be placed in “accredited under review” status. The first is based on the institution scoring in the bottom fifth percentile of AdvancED’s Index of Education Quality. The second circumstance is based on the school not meeting AdvancED Standards, a complaint has been filed against the school, the school is in violation of AdvancED’s Accreditation Policies and Procedures, or based on and on-site team review.

BOARD ACTION

I move to accept the 2015-2016 Accreditation Summary Report of Idaho Schools as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
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<u>Org Name</u>	<u>District Name</u>	<u>Org Type</u>	<u>Org City</u>	<u>Accreditation Status</u>	<u>Accreditation Expiration</u>	<u>Date of Initial Accreditation</u>
A. B. McDonald Elementary	Moscow School District	Elementary	Moscow	Accredited	6/30/2020	7/1/2002
Aberdeen High School	Aberdeen District	High School	Aberdeen	Accredited	6/30/2017	7/1/1939
Alzar School		Wilderness	Cascade	Accredited	6/30/2018	7/1/2009
American Falls High School	American Falls Joint District	High School	American Falls	Accredited	6/30/2020	7/1/1920
American Heritage Charter School		Elementary	Idaho Falls	Accredited	6/30/2020	6/25/2015
Another Choice Virtual Charter School		Digital Learning	Nampa	Accredited	6/30/2018	7/1/2010
ARTEC Regional Professional Technical Charter School		Career Technical	Twin Falls	Accredited	6/30/2021	7/1/2007
Atlas School	Middleton District	High School	Middleton	Accredited	6/30/2019	6/18/2012
Bear Lake High School	Bear Lake County District	High School	Montpelier	Accredited	6/30/2018	7/1/1930
Bennett Mountain High School	Mountain Home School District #193	High School	Mountain Home	Accredited	6/30/2020	6/25/2015
Bingham Academy		High School	Blackfoot	Accredited Under Review	6/30/2021	7/1/2015
Black Canyon Alternative High School	Emmett Independent District	High School	Emmett	Accredited	6/30/2020	7/1/2005
Blackfoot High School	Blackfoot District	High School	Blackfoot	Accredited	6/30/2020	7/1/1920
Bliss School	Bliss Joint School District	High School	Bliss	Accredited	6/30/2017	7/1/1976
Boise Girls Academy		High School	Boise	Accredited	6/30/2020	1/22/2015
Boise High School	Boise Independent District	High School	Boise	Accredited	6/30/2018	7/1/1918
Boise State University TRIO Upward Bound		Supplementary Schoo	Boise	Accredited	12/31/2016	7/1/2010
Bonn timers Ferry High School	Boundary County District	High School	Bonn timers Ferry	Accredited Under Review	6/30/2020	7/1/1920
Bonneville High School	Bonneville Joint District	High School	Idaho Falls	Accredited	6/30/2019	7/1/1934
Bonneville Online School	Bonneville Joint District	Digital Learning	Idaho Falls	Accredited	6/30/2018	7/1/2009
Borah High School	Boise Independent District	High School	Boise	Accredited	6/30/2018	7/1/1958
Boulder Creek Academy		High School	Bonn timers Ferry	Accredited	6/30/2019	7/1/2005
Buhl High School	Buhl Joint District	High School	Buhl	Accredited	6/20/2021	7/1/1920
Burley High School	Cassia County Joint District #151	High School	Burley	Accredited	6/30/2018	7/1/1926
Burley Junior High School	Cassia County Joint District #151	Middle School	Burley	Accredited	6/30/2018	7/1/1979
Butte County High School	Butte County Joint District	High School	Arco	Accredited	6/30/2019	7/1/1951
Caldwell High School	Caldwell District	High School	Caldwell	Accredited	6/30/2019	7/1/1918
Calvary Chapel Christian School-Nampa		Unit School	Nampa	Accredited Under Review	6/30/2021	7/1/2007
Camas County School	Camas County District	High School	Fairfield	Accredited	6/30/2019	7/1/1954
Cambridge Junior/Senior High School	Cambridge Joint District	High School	Cambridge	Accredited	6/30/2020	7/1/1960
Canyon Ridge High School	Twin Falls School District	High School	Twin Falls	Accredited	6/30/2018	7/1/2009
Canyon Springs High School	Caldwell District	High School	Caldwell	Accredited	6/20/2021	7/1/2007
Capital High School	Boise Independent District	High School	Boise	Accredited	6/30/2019	7/1/1965

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Carey School	Blaine County District	Unit School	Carey	Accredited	6/30/2019	7/1/1946
Cascade Jr./Sr. High School	Cascade District	High School	Cascade	Accredited	6/30/2019	7/1/1938
Cassia High School	Cassia County Joint District #151	High School	Burley	Accredited	6/30/2018	7/1/2007
Castleford Public Schools	Castleford District	Unit School	Castleford	Accredited	6/30/2017	7/1/1951
Centennial High School	West Ada School District	High School	Boise	Accredited	6/30/2017	7/1/1987
Centennial Job Corps Civilian Conservation Center		Career Technical	Nampa	Accredited	6/30/2019	7/1/1973
Central Academy High School	West Ada School District	High School	Meridian	Accredited Under Review	6/30/2021	7/1/2007
Central High School	Madison School District #321	High School	Rexburg	Accredited Under Review	6/30/2020	6/25/2015
Century High School	Pocatello/Chubbuck District #25	High School	Pocatello	Accredited	6/30/2019	7/1/1999
Challis High School	Challis Joint District	High School	Challis	Accredited Under Review	6/30/2019	7/1/1934
Cherry Gulch		High School	Emmett	Accredited Under Review	6/30/2018	7/1/2006
Clark County High School	Clark County School District #161	High School	Dubois	Accredited	6/30/2019	7/1/1973
Clark Fork Junior Senior High School	Lake Pend Oreille District	High School	Clark Fork	Accredited	6/20/2021	7/1/1972
Clearwater Valley Junior/Senior High School	Mountain View School District	High School	Kooskia	Accredited	6/30/2020	7/1/2007
Coeur d'Alene Charter Academy	Coeur D Alene District	Unit School	Coeur D Alene	Accredited	6/30/2017	7/1/2007
Coeur d'Alene High School	Coeur D Alene District	High School	Coeur d'Alene	Accredited	6/30/2017	7/1/1921
Coeur d'Alene Tribal School		Elementary	Desmet	Accredited Under Review	6/30/2020	7/1/2010
Cole Valley Christian School		High School	Meridian	Accredited	6/20/2021	7/1/1995
Cole Valley Christian Schools (PK-Grade 6)		Elementary	Boise	Accredited	6/30/2016	7/1/1995
Columbia High School	Nampa School District	High School	Nampa	Accredited	6/20/2021	7/1/2007
Compass Academy	Idaho Falls School District 91	High School	Idaho Falls	Accredited	6/30/2019	6/26/2014
Compass Public Charter School		Unit School	Meridian	Accredited	6/30/2021	7/1/2007
CornerStone Christian Academy		Elementary	Post Falls	Accredited Under Review	6/30/2021	7/1/2007
COSSA Academy	Canyon Owyhee School Service Agency	Career Technical	Wilder	Accredited	6/30/2020	7/1/2001
Council School	Council District	High School	Council	Accredited	6/30/2019	7/1/1959
Culdesac School	Culdesac Joint District	Unit School	Culdesac	Accredited	6/30/2018	7/1/1934
Deary School	Whitepine Jt School District	Unit School	Deary	Accredited	6/30/2020	7/1/1989
Declo High School	Cassia County Joint District #151	High School	Declo	Accredited	6/30/2018	7/1/1954
Dietrich School	Dietrich District	Unit School	Dietrich	Accredited	6/30/2019	7/1/1985
Eagle Academy High School	West Ada School District	High School	Eagle	Accredited	6/30/2017	7/1/2002
Eagle High School	West Ada School District	High School	Eagle	Accredited	6/30/2017	7/1/1995

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East Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
Ekklesia Christian School		High School	Eagle	Accredited	6/30/2021	7/1/2007
Elk Mountain Academy		Adjudicated Students	Clark Fork	Accredited Under Review	6/30/2020	7/1/1996
Emerson Alternative High School	Idaho Falls School District 91	High School	Idaho Falls	Accredited	6/30/2021	7/1/2005
Emmett High School	Emmett Independent District	High School	Emmett	Accredited	6/30/2019	7/1/1921
Fairmont Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
Falcon Ridge Public Charter School		Unit School	Kuna	Accredited Probation	6/30/2018	7/1/2007
Filer High School	Filer District	High School	Filer	Accredited	6/30/2021	7/1/1927
Firth High School	Firth District	High School	Firth	Accredited	6/30/2017	7/1/1934
Forrest M. Bird Charter School		High School	Sandpoint	Accredited	6/30/2018	7/1/2008
Frank Church High School	Boise Independent District	High School	Boise	Accredited	6/30/2020	7/1/2008
Franklin County High School	Preston School District #201	High School	Preston	Accredited	6/30/2018	7/1/2008
Fruitland High School	Fruitland District	High School	Fruitland	Accredited	6/30/2019	7/1/1933
Garden Valley Public School	Garden Valley District	Unit School	Garden Valley	Accredited	6/30/2021	7/1/1976
Genesee School	Genesee Joint District	Unit School	Genesee	Accredited	6/30/2019	7/1/1925
Genesis Preparatory Academy		Unit School	Post Falls	Accredited	6/30/2020	7/1/2007
Glenns Ferry High School	Glenns Ferry Joint District	Unit School	Glenns Ferry	Accredited	6/30/2021	7/1/1934
Gooding High School	Gooding Joint District	High School	Gooding	Accredited	6/30/2020	7/1/1920
Grace Jr/Sr High School	Grace Joint District	High School	Grace	Accredited	6/30/2021	7/1/1933
Grace Lutheran School		Elementary	Pocatello	Accredited	6/30/2020	10/29/2015
Grangeville High School	Mountain View School District	High School	Grangeville	Accredited	6/30/2017	7/1/1990
Greenleaf Friends Academy		Unit School	Greenleaf	Accredited Under Review	6/30/2021	7/1/1995
Hagerman High School	Hagerman Joint District	High School	Hagerman	Accredited	6/30/2019	7/1/1938
Hansen Junior/Senior High School	Hansen District	High School	Hansen	Accredited	6/30/2021	7/1/2007
Heartland High School	McCall-Donnelly School District	High School	McCall	Accredited	6/30/2021	
Heritage Community Charter School		Unit School	Caldwell	Accredited	6/30/2019	6/26/2014
High Desert High School	Shoshone Joint District	High School	Shoshone	Accredited	6/30/2018	6/18/2012
Highland School	Highland Joint District	Unit School	Craigmont	Accredited	6/30/2020	7/1/1960
Highland Senior High School	Pocatello/Chubbuck District #25	High School	Pocatello	Accredited	6/30/2021	7/1/1963
Hillcrest High School	Bonneville Joint District	High School	Ammon	Accredited	6/30/2021	7/1/1993
Hillside Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
Homedale High School	Homedale Joint District	High School	Homedale	Accredited	6/30/2020	7/1/1941
Hope Christian Academy		High School	Marsing	Accredited	6/30/2018	7/1/1992
Horseshoe Bend High School	Horseshoe Bend School District	High School	Horseshoe Bend	Accredited Under Review	6/30/2020	7/1/2000

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ICON (Idaho Connects Online School)		Digital Learning	Nampa	Accredited	6/30/2018	7/1/2009
Idaho Arts Charter School	Nampa School District	High School	Nampa	Accredited	6/30/2021	7/1/2007
Idaho City Middle/High School	Basin School District	High School	Idaho City	Accredited	6/30/2019	7/1/2000
Idaho Connects Online (Alt)		Digital Learning	Nampa	Accredited Under Review	6/30/2021	
Idaho Digital Learning Academy		Digital Learning	Boise	Accredited	6/30/2020	7/1/2002
Idaho Distance Education Academy	Whitepine Jt School District	Digital Learning	Deary	Accredited	6/30/2020	7/1/2007
Idaho Falls High School	Idaho Falls School District 91	High School	Idaho Falls	Accredited	6/30/2020	7/1/1920
Idaho Fine Arts Academy		High School	Eagle	Accredited	6/30/2018	7/1/2007
Idaho School for the Deaf and Blind		Unit School	Gooding	Accredited	6/30/2018	7/1/1994
Idaho Science and Technology Charter School		Middle School	Blackfoot	Accredited	6/30/2021	
Idaho Technical Career Academy		Digital Learning	Meridian	Accredited	6/30/2021	
Idaho Virtual Academy	K12, Inc.	Digital Learning	Meridian	Accredited	6/30/2019	7/1/2005
Idaho Vision High School	K12, Inc.	Digital Learning	Meridian	Accredited	6/30/2020	6/25/2015
Idaho Youth Challenge Academy	Orofino Joint School District #171	Tutoring	Pierce	Accredited	6/30/2020	6/25/2015
Independence High School	Blackfoot District	High School	Blackfoot	Accredited	6/30/2020	7/1/2004
Initial Point High School	Kuna Joint District	High School	Kuna	Accredited	6/30/2018	7/1/2009
Innercept Academy		High School	Coeur d'Alene	Accredited Under Review	6/30/2019	7/1/2006
INSPIRE, The Idaho Connections Academy	Connections Education	Digital Learning	Boise	Accredited	6/30/2017	7/1/2006
iSucceed Virtual High School		Digital Learning	Boise	Accredited Probation	6/30/2018	7/1/2008
J. Russell Elementary	Moscow School District	Elementary	Moscow	Accredited	6/30/2020	7/1/2002
Jefferson High School	Jefferson County Jt District	High School	Menan	Accredited	6/30/2020	7/1/2003
Jenifer Junior High School	Lewiston Independent School District	NMiddle School	Lewiston	Accredited	6/30/2018	7/1/1989
Jerome High School	Jerome Joint District	High School	Jerome	Accredited	6/30/2020	7/1/1924
Juniper Hills - Nampa		Adjudicated Students	Nampa	Accredited	6/30/2020	7/1/2006
Juniper Hills High School-St. Anthony		Adjudicated Students	St. Anthony	Accredited	6/30/2020	7/1/1984
Juniper Hills School - Lewiston		Adjudicated Students	Lewiston	Accredited	6/30/2020	7/1/2007
Kamiah High School	Kamiah Joint District	High School	Kamiah	Accredited	6/30/2021	7/1/1941
Kellogg High School	Kellogg Joint District	High School	Kellogg	Accredited	6/30/2020	7/1/1920
Kendrick Jr/Sr High School	Kendrick Joint School District	High School	Kendrick	Accredited	6/30/2019	7/1/1997
Kimberly High School	Kimberly District	High School	Kimberly	Accredited	6/30/2021	7/1/1934
Kootenai Bridge Academy		High School	Coeur D Alene	Accredited	6/30/2018	7/1/2009
Kootenai Jr Sr High School	Kootenai District	High School	Harrison	Accredited	6/30/2019	7/1/1985
Kuna High School	Kuna Joint District	High School	Kuna	Accredited	6/30/2020	7/1/1934
Lake City High School	Coeur D Alene District	High School	Coeur d'Alene	Accredited	6/30/2017	7/1/1994
Lake Pend Oreille High School	Lake Pend Oreille District	High School	Sandpoint	Accredited	6/30/2020	6/18/2012

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Lakeland High School	Lakeland School District	High School	Rathdrum	Accredited	6/30/2021	7/1/1939
Lakeside Jr. Sr. High School	Plummer-worley Joint District	High School	Plummer	Accredited	6/30/2017	7/1/1928
Lapwai High School	Lapwai School District	High School	Lapwai	Accredited	6/30/2021	7/1/1934
Leadore School	South Lemhi District	Unit School	Leadore	Accredited	6/30/2021	7/1/2007
Legacy Charter School		Elementary	Nampa	Accredited	6/30/2019	6/18/2012
Lena Whitmore Elementary	Moscow School District	Elementary	Moscow	Accredited	6/30/2020	7/1/2002
Les Bois Jr. High	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
Lewiston High School	Lewiston Independent School District	NHigh School	Lewiston	Accredited	6/30/2018	7/1/1920
Liberty Charter School		Unit School	Nampa	Accredited	6/30/2017	7/1/2002
Lighthouse Christian School		High School	Twin Falls	Accredited	6/30/2018	7/1/2006
Lincoln High School	Bonneville Joint District	High School	Idaho Falls	Accredited	6/30/2021	7/1/2003
Mackay Junior Senior High School	Mackay Joint District	High School	Mackay	Accredited	6/30/2020	7/1/2007
Madison High School	Madison School District #321	High School	Rexburg	Accredited	6/30/2020	7/1/1934
Madison Junior High School	Madison School District #321	Middle School	Rexburg	Accredited	6/30/2017	7/1/2008
Magic Valley High School	Twin Falls School District	High School	Twin Falls	Accredited	6/30/2019	7/1/2003
Malad High School	Oneida County District	High School	Malad	Accredited	6/30/2019	7/1/1936
Marsh Valley High School	Marsh Valley Joint District	High School	Arimo	Accredited	6/30/2020	7/1/1934
Marsing High School	Marsing Joint District	High School	Marsing	Accredited	6/30/2020	7/1/1970
McCall-Donnelly High School	McCall-Donnelly School District	High School	McCall	Accredited	6/30/2020	7/1/1946
Meadows Valley School	Meadows Valley District	Unit School	New Meadows	Accredited	6/30/2018	7/1/1973
Melba High School	Melba Joint District	High School	Melba	Accredited	6/30/2021	7/1/1941
Meridian Academy High School	West Ada School District	High School	Meridian	Accredited	6/30/2020	7/1/2003
Meridian Medical Arts Charter High School	West Ada School District	High School	Meridian	Accredited	6/30/2020	7/1/2005
Meridian Senior High School	West Ada School District	High School	Meridian	Accredited	6/30/2017	7/1/1934
Meridian Technical Charter High School	West Ada School District	High School	Meridian	Accredited	6/30/2017	7/1/2000
Middleton High School	Middleton District	High School	Middleton	Accredited	6/30/2020	7/1/1967
Middleton Middle School	Middleton District	Middle School	Middleton	Accredited	6/30/2020	7/1/2007
Midvale School	Midvale District	Unit School	Midvale	Accredited	6/30/2020	7/1/1945
Minico High School	Minidoka County Joint District	High School	Rupert	Accredited	6/30/2019	7/1/1929
Montessori Academy	Nobel Learning Communities, Inc.	Elementary	Eagle	Accredited	6/30/2017	
Moscow High School	Moscow School District	High School	Moscow	Accredited	6/30/2020	7/1/1920
Moscow Middle School	Moscow School District	Middle School	Moscow	Accredited	6/30/2020	7/1/1974
Mountain Home High School	Mountain Home School District #193	High School	Mountain Home	Accredited	6/30/2020	7/1/1923
Mountain View Alternative High School	Lakeland School District	High School	Rathdrum	Accredited	6/30/2021	7/1/2007
Mountain View High School	West Ada School District	High School	Meridian	Accredited	6/30/2018	7/1/2005
Mt. Harrison Junior/Senior High School	Minidoka County Joint District	High School	Heyburn	Accredited	6/30/2017	7/1/2007
Mullan Junior Senior School	Mullan District	High School	Mullan	Accredited	6/30/2018	7/1/1922
Murtaugh Junior/Senior High School	Murtaugh Joint District	High School	Murtaugh	Accredited	6/30/2020	7/1/1958
Nampa Christian Schools, Inc.		Unit School	Nampa	Accredited	6/30/2018	7/1/1984

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Nampa High School	Nampa School District	High School	Nampa	Accredited	6/30/2021	7/1/1920
New Horizon High School	Pocatello/Chubbuck District #25	High School	Pocatello	Accredited	6/30/2021	7/1/2007
New Plymouth High School	New Plymouth District	High School	New Plymouth	Accredited	6/30/2019	7/1/1950
New Plymouth Middle School	New Plymouth District	Middle School	New Plymouth	Accredited	6/30/2019	7/1/1997
New Vision High School	Post Falls School District	High School	Post Falls	Accredited	6/30/2019	6/26/2014
Nezperce High School	Nezperce Joint District	High School	Nez Perce	Accredited	6/30/2018	7/1/1938
North Fremont High School	Fremont County Joint School District #	High School	Ashton	Accredited	6/30/2017	7/1/1931
North Gem Senior High School	North Gem District	High School	Bancroft	Accredited	6/30/2020	7/1/1942
North Idaho Christian School		Unit School	Hayden	Accredited	6/30/2020	6/25/2015
North Idaho Stem Charter Academy		Unit School	Rathdrum	Accredited	6/30/2020	6/25/2015
North Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
North Star Charter School		Unit School	Eagle	Accredited	6/30/2020	7/1/2007
North Valley Academy		Unit School	Gooding	Accredited	6/30/2017	7/1/2008
Northwest Academy		High School	Naples	Accredited	6/30/2019	7/1/2005
Northwest Children's Home Education Center		Adjudicated Students	Lewiston	Accredited	6/30/2021	7/1/1981
Notus Jr/Sr High School	Notus District	High School	Notus	Accredited	6/30/2018	7/1/2002
Novitas Academy		High School	Emmett	Accredited Under Review	6/30/2021	
Oakley Jr/Sr High School	Cassia County Joint District No. 151	High School	Oakley	Accredited	6/30/2018	7/1/1948
Orofino High School	Orofino Joint School District #171	High School	Orofino	Accredited	6/30/2019	7/1/1934
Paradise Creek Regional High School	Moscow School District	High School	Moscow	Accredited	6/30/2020	7/1/2007
Parkcenter Montessori	Nobel Learning Communities, Inc.	Early Childhood	Boise	Accredited	6/30/2017	1/28/2016
Parma High School	Parma District	High School	Parma	Accredited	6/30/2021	7/1/1934
Payette High School	Payette Joint District	High School	Payette	Accredited	6/30/2017	7/1/1921
Payette River Regional Technical Academy		Career Technical	Emmett	Accredited	6/30/2019	7/1/2009
Pocatello High School	Pocatello/Chubbuck District #25	High School	Pocatello	Accredited	6/30/2018	7/1/1918
Post Falls High School	Post Falls School District	High School	Post Falls	Accredited	6/30/2021	7/1/1934
Potlatch Jr/Sr High School	Potlatch District	High School	Potlatch	Accredited	6/30/2017	7/1/1934
Prairie High School	Cottonwood Joint District	High School	Cottonwood	Accredited	6/30/2018	7/1/1934
Preston High School	Preston School District #201	High School	Preston	Accredited	6/30/2018	7/1/1935
Priest River-Lamanna High School	West Bonner County District	High School	Priest River	Accredited	6/30/2017	7/1/1942
Project PATCH School		High School	Garden Valley	Accredited Under Review	6/30/2019	7/1/2003
Raft River Jr/Sr High School	Cassia County Joint District No. 151	High School	Malta	Accredited	6/30/2018	7/1/1960
Rebound School of Opportunity	West Ada School District	High School	Meridian	Accredited	6/30/2021	
Renaissance High School	West Ada School District	High School	Meridian	Accredited	6/30/2018	7/1/2010
Richard McKenna Charter High School		Digital Learning	Mountain Home	Accredited	6/30/2018	7/1/2000
Richfield School	Richfield District	Unit School	Richfield	Accredited	6/30/2020	7/1/1988

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Rigby High School	Jefferson County Jt District	High School	Rigby	Accredited	6/30/2019	7/1/1937
Rimrock Junior/Senior High School	Bruneau-Grand View Joint District	High School	Bruneau	Accredited	6/30/2020	7/1/1980
Ririe Jr/Sr High School	Ririe Joint School District #252	High School	Ririe	Accredited	6/30/2021	7/1/1945
Riverglen Junior High	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
Rivervue Academy	Vallivue School District	High School	Caldwell	Accredited	6/30/2018	6/22/2013
Robert Janss School		Adjudicated Students	Boise	Accredited	6/30/2017	7/1/1984
Rockland Public School	Rockland District	Unit School	Rockland	Accredited	6/30/2017	7/1/2007
Rocky Mountain High School	West Ada School District	High School	Meridian	Accredited	6/30/2017	7/1/2008
Rocky Mountain Middle School	Bonneville Joint District	Middle School	Idaho Falls	Accredited	6/30/2018	7/1/2003
Sacajawea Junior High School	Lewiston Independent School District	NMiddle School	Lewiston	Accredited	6/30/2018	7/1/1989
Sage International School of Boise		High School	Boise	Accredited	6/30/2018	6/22/2013
Saint Joseph Seminary		High School	Rathdrum	Accredited	6/30/2018	7/1/2009
Salmon Jr.-Sr. High School	Salmon District	High School	Salmon	Accredited Under Review	6/30/2021	7/1/1931
Salmon River High School	Salmon River Joint School Dist	High School	Riggins	Accredited	6/30/2021	7/1/2007
Sandcreek Middle School	Bonneville Joint District	Middle School	Ammon	Accredited	6/30/2019	7/1/2002
Sandpoint High School	Lake Pend Oreille District	High School	Sandpoint	Accredited	6/30/2019	7/1/1918
SEI Tec Southeastern Idaho		Career Technical	Preston	Accredited	6/30/2018	
Sequel Three Springs		Adjudicated Students	Mountain Home	Accredited	6/30/2017	7/1/2002
Shelley High School	Shelley Joint District	High School	Shelley	Accredited	6/30/2019	7/1/1935
Sheridan Academy		High School	Meridian	Accredited Under Review	6/30/2021	7/1/1997
Shoshone Bannock Schools		High School	Fort Hall	Accredited	6/30/2019	7/1/1984
Shoshone High School	Shoshone Joint District	High School	Shoshone	Accredited	6/30/2018	7/1/1929
Silver Creek High School	Blaine County District	High School	Hailey	Accredited	6/30/2018	7/1/2010
Skyline High School	Idaho Falls School District 91	High School	Idaho Falls	Accredited	6/30/2020	7/1/1966
Skyview High School	Nampa School District	High School	Nampa	Accredited	6/30/2021	7/1/1997
Snake River High School	Snake River District	High School	Blackfoot	Accredited	6/30/2020	7/1/1934
Soda Springs High School	Soda Springs Joint District	High School	Soda Springs	Accredited	6/30/2018	7/1/1933
South Fremont High School	Fremont County Joint School District	High School	St. Anthony	Accredited	6/30/2017	7/1/1928
South Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
St. Maries High School	St Maries Joint District	High School	St Maries	Accredited	6/30/2019	7/1/1921
Sugar-Salem High School	Sugar-Salem District #22	High School	Sugar City	Accredited	6/30/2018	7/1/1936
Sugar-Salem Junior High School	Sugar-Salem District #22	Middle School	Sugar City	Accredited	6/30/2019	6/26/2014
Summit Academy		Unit School	Cottonwood	Accredited Under Review	6/30/2021	7/1/2007
Tammany Alternative Center	Lewiston Independent School District	NHigh School	Lewiston	Accredited	6/30/2018	6/25/2015
Taylor's Crossing Public Charter School		Unit School	Idaho Falls	Accredited	6/30/2017	7/1/2007

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Technical Careers High School	Bonneville Joint District	Career Technical	Idaho Falls	Accredited	6/30/2019	6/26/2014
Teton High School	Teton County District	High School	Driggs	Accredited	6/30/2019	7/1/1997
Teton Middle School	Teton County District	Middle School	Driggs	Accredited	6/30/2019	7/1/1997
The Learning Academy of Teton Valley, Inc.		Unit School	Driggs	Accredited	6/30/2021	7/1/2007
The North Fork School		Supplementary Schoo	McCall	Accredited	6/30/2020	7/1/2001
The Patriot Center		Adjudicated Students	Emmett	Accredited Under Review	6/30/2020	7/1/2005
Thomas Jefferson Charter School		Unit School	Caldwell	Accredited	6/30/2018	7/1/2007
Timberlake Senior High School	Lakeland School District	High School	Spirit Lake	Accredited	6/30/2021	7/1/1998
Timberline High School	Boise Independent District	High School	Boise	Accredited	6/30/2018	7/1/1998
Timberline High School	Orofino Joint School District #171	High School	Weippe	Accredited	6/30/2019	7/1/1970
Troy School	Troy School District	Unit School	Troy	Accredited	6/30/2020	7/1/1934
Twin Falls Christian Academy		High School	Twin Falls	Accredited	6/30/2021	
Twin Falls High School	Twin Falls School District	High School	Twin Falls	Accredited	6/30/2021	7/1/1918
Union High School	Nampa School District	High School	Nampa	Accredited	6/30/2017	7/1/2007
Upper Carmen Public Charter School		Unit School	Carmen	Accredited	6/30/2018	7/1/2010
Valley High School	Valley District	High School	Hazelton	Accredited	6/30/2020	7/1/1928
Vallivue Academy	Vallivue School District	High School	Caldwell	Accredited	6/30/2018	7/1/2008
Vallivue High School	Vallivue School District	High School	Caldwell	Accredited	6/30/2018	7/1/1963
Venture High School	Coeur D Alene District	High School	Coeur d'Alene	Accredited	6/30/2017	7/1/2007
Victory Charter School		Unit School	Nampa	Accredited	6/30/2017	7/1/2008
Vision Charter School	Vision Charter School	High School	Caldwell	Accredited	6/30/2018	7/1/2010
Wallace Jr./Sr. High School	Wallace School District #393	High School	Wallace	Accredited	6/30/2018	7/1/1920
Watersprings School		High School	Idaho Falls	Accredited	6/30/2020	7/1/2010
Weiser High School	Weiser School District	High School	Weiser	Accredited	6/30/2018	7/1/1920
Wendell High School	Wendell District	High School	Wendell	Accredited	6/30/2019	7/1/1934
West Jefferson High School	West Jefferson District	High School	Terreton	Accredited	6/30/2020	7/1/1967
West Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/30/2017	7/1/2007
West Park Elementary School	Moscow School District	Elementary	Moscow	Accredited	6/30/2020	7/1/2002
West Side High School	West Side Joint District	High School	Dayton	Accredited	6/30/2019	7/1/1968
Wilder Schools	Wilder District	Unit School	Wilder	Accredited	6/30/2019	7/1/1939
Wood River High School	Blaine County District	High School	Hailey	Accredited	6/30/2020	7/1/1941
Xavier Charter School		Unit School	Twin Falls	Accredited	6/30/2018	7/1/2008
NWAC/ADVANC-ED PARTNER SCHOOLS						
Beacon Christian School	PRIVATE-Seventh Day Adventist	Elementary	Lewiston	Accredited	6/30/2017	
Bishop Kelly High School	PRIVATE-Roman Catholic Diocese of Bo	High School	Boise	Accredited	6/30/2017	
Boise Valley Adventist School	PRIVATE-Seventh Day Adventist	Elementary	Boise	Accredited	6/30/2019	
Caldwell Adventist Elementary School	PRIVATE-Seventh Day Adventist	Elementary	Caldwell	Accredited	6/30/2021	

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Cornerstone Christian School (Adventist)	PRIVATE-Seventh Day Adventist	Elementary	Bonnors Ferry	Accredited	6/30/2020	
Desert View Christian School	PRIVATE-Seventh Day Adventist	Elementary	Mountain Home	Accredited	6/30/2017	
Eagle Adventist Christian School	PRIVATE-Seventh Day Adventist	Elementary	Eagle	Accredited	6/30/2017	
Gem State Adventist Academy	PRIVATE-Seventh Day Adventist	High School	Caldwell	Accredited	6/30/2016	
Grace Lutheran School	PRIVATE-Parochial	Elementary	Pocatello	Accredited	6/30/2020	10/29/2015
Hilltop SDA School	PRIVATE-Seventh Day Adventist	Elementary	Twin Falls	Accredited	6/30/2017	
Hope Lutheran School	PRIVATE-Lutheran	Elementary	Idaho Falls	Accredited	6/30/2016	
Lake City Junior Academy	PRIVATE-Seventh Day Adventist	Middle School	Coeur d'Alene	Accredited	6/30/2021	
Palouse Hills Adventist School	PRIVATE-Seventh Day Adventist	Elementary	Moscow	Accredited	6/30/2016	
Pend Oreille Valley Adventist School	PRIVATE-Seventh Day Adventist	Elementary	Oldtown	Accredited	6/30/2020	
Riverstone International School	PRIVATE-NW Association of Independe	Unit School	Boise	Accredited	6/30/2021	
Saint Maries Christian School	PRIVATE-Seventh Day Adventist	Elementary	St. Maries	Accredited	6/30/2021	
Salmon Adventist Elementary School	PRIVATE-Seventh Day Adventist	Elementary	Salmon	Accredited	6/30/2017	
Treasure Valley SDA School	PRIVATE-Seventh Day Adventist	Elementary	Payette	Accredited	6/30/2017	
ACCREDITED SCHOOLS BY CATEGORY	PUBLIC/CHARTER	PRIVATE OR AGENCY	TOTAL			
High School/Career Technical	166	17	183			
Middle School	20	1	21			
Elementary School	6	21	27			
Unit (K-12) School	28	10	38			
Digital Schools	12		12			
Supplementary School		2	2			
Special Purpose School (Adjudicated,	1	9	10			
Early Childhood		1	1			
TOTAL	233	61	294			
IN ADDITION:						
There are 29 additional schools scheduled for accreditation in early 2016-17; primarily elementary and middle schools in the public systems (Districts).						

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AdvancED Accreditation Policies and Procedures

for AdvancED Accreditation

Updated June 25, 2015

The AdvancED Accreditation Policies and Procedures outlined in this document represent the unified policies and procedures for accreditation from AdvancED and its Accreditation Divisions: North Central Association Commission on Accreditation and School Improvement (NCA CASI), Northwest Accreditation Commission (NWAC) and Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), herein collectively referred to as AdvancED.

These policies and procedures apply to all schools/school systems seeking AdvancED Accreditation.

For the purposes of these policies, the term school system includes school districts, systems of schools, corporations and Education Service Agencies.

POLICY I: ACCREDITATION

1.01 Accreditation. In order to earn and/or maintain AdvancED Accreditation, a school or school system must: 1) meet the Accreditation Standards, Policies and Procedures of AdvancED; 2) host an External Review Team at least once every five years; 3) engage in continuous improvement; 4) submit all required accreditation reports; and 5) pay all required accreditation fees. The revision and adoption of the Accreditation Policies and Procedures of AdvancED shall be the responsibility of the AdvancED Accreditation Commission with ratification from the AdvancED Board of Trustees.

POLICY II: TERM AND REQUIREMENTS OF ACCREDITATION

2.01 Term. A school/school system is accredited for a five year term, as long as the school/school system continues to satisfy the conditions for accreditation:

- The school/school system adheres to the AdvancED Accreditation Standards and Policies and authentically engages in the AdvancED process and procedures for continuous improvement to achieve results.
- Between twelve months and four weeks prior to the External Review the school/school system completes and submits the AdvancED Self Assessment and other documentation required for the External Review.
- The school/school system hosts an External Review at least once every five years.
- No later than two years following the External Review, the school/school system completes a progress report on the team's Improvement Priorities. (A school/school system placed on Accredited Under Review, if required, must submit more frequent progress reports.)
- The school/school system pays accreditation fees as required.

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2.02 Additional Requirements. In addition to satisfying the conditions outlined in 2.01, a school/school system must adhere to the following:

- a. **Compliance with Applicable Governmental Requirements.** The school/school system must comply with all applicable governmental requirements, including any requirements for governmental approval, recognition or accreditation. A school's/school system's loss of its governmental approval, recognition or accreditation may be grounds for an accreditation review and monitoring review that may result in a change in accreditation status in accordance with the procedures outlined in this document.
- b. **Non-discriminatory Admission of Students.** Schools and school systems accredited through AdvancED shall not discriminate on the basis of race, creed, color, sex, national or ethnic origin, age or disabilities or act unlawfully in the administration of their educational policies, scholarship, admission and loan programs.
- c. **Records Retention.** Schools/school systems are required to maintain and implement a records retention system that meets applicable government requirements for all operating, financial, personnel and student records. The records retention system applies to paper and electronic records, includes appropriate back-up systems, and details consistent processes for records destruction. Schools/school systems must identify processes for the ongoing access and maintenance of all relevant records in the event of school/system closure.
- d. **Institutional Integrity.** A school/school system is required to represent itself accurately in all aspects of the accreditation process. If a school/school system misrepresents itself, including accreditation status, to the public; has any condition that may be detrimental to the clientele of the school/school system; or falsely reports its compliance with the policies and Standards for accreditation; the school's/school system's accreditation can be dropped. If a school's/school system's accreditation is recommended to be dropped, the school/school system shall be afforded due process in consideration of such action.
- e. **Substantive Change.** A school/school system must report to AdvancED within sixty (60) days of occurrence any substantive change in the school/school system, which changes the scope and/or has an impact on the school's/school system's ability to meet the AdvancED Standards and Policies. The report of a substantive change must describe the change itself as well as detail the impact of the change on the quality of education in the school/school system. Substantive change areas include, but are not limited to, the following:
 - Consolidation or reorganization of the school
 - Mission and purpose of the institution
 - Governance structure of the school/school system including changing to a charter school/school system, being the subject of a state takeover or a change in ownership
 - Grade levels served by the school/school system
 - Staffing, including administrative and other non-teaching professional personnel

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- Available facilities, including upkeep and maintenance
- Level of funding
- School day or school year
- Establishment of an additional location geographically apart from the main campus
- Student population that causes program or staffing modification(s)
- Available programs, including fine arts, practical arts and student activities

School/school system failure to submit a substantive change may result in changes to the school's/school system's accreditation status and/or loss of accreditation.

- f. **Credits or Grade Placement.** An AdvancED school shall accept and classify transfer credits earned or grade placement from schools that are accredited by a recognized national, regional¹ or state accrediting agency without further validation based on the school's policies and procedures governing such offerings. The school's policies and procedures should be designed to ensure proper academic placement of the student.

A school may accept credits or grade placement from non-accredited schools when validated by one or more of the following procedures: a review of the student's academic record, an analysis of a sending school's curriculum, a review of a portfolio of student work or through an assessment of scholastic performance. The receiving school must maintain policy and procedures to govern the acceptance of credit or grade placement from non-accredited sources.

A school should provide prompt and accurate transcript services for students entering or leaving the school in accordance with local policy.

¹ Recognized regional accrediting agencies include the Southern Association of Colleges and Schools, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Accreditation Commission, and the Western Association of Schools and Colleges.

- 2.03 AdvancED Responsibilities.** AdvancED is responsible for ensuring school/school system adherence to the AdvancED Standards and Policies, conducting an External Review to every school/system at least once every five years, reviewing all school/school system reports, granting accreditation status for all schools/school systems, responding to complaints by and about schools/school systems, and maintaining accurate, complete and timely records.

- a. **Codes of Conduct.** In performing the responsibilities outlined above, all agents of AdvancED shall adhere to the AdvancED Code of Ethics, AdvancED Conflict of Interest Policy and AdvancED Confidentiality Statement including Family Educational Rights and Privacy Act (FERPA) Compliance.
- b. **Gifts.** Members of External Review Teams and other agents of AdvancED who provide services to schools/school systems are prohibited from accepting gifts, other than school/school system logo items of minimal value, from schools/school systems.

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- c. **Investigations.** In performing its duties, AdvancED may investigate an accredited school/school system on any matter related to possible violations of AdvancED Standards and Policies at any time. AdvancED shall use its judgment and discretion in determining if a complaint rises to a level justifying an investigation. Investigations will only be initiated when supported by substantial evidence and when they involve matters that could seriously hinder or disrupt the educational effectiveness of the institution and ability of the institution to meet the AdvancED Accreditation Standards or Policies. All investigations shall be conducted with proper attention to due process, and procedures shall be followed to protect the rights of all parties. The accreditation status of an accredited school/school system may be changed as deemed appropriate through the investigative process, and timelines set forth in Policy III may not necessarily apply to special investigations and subsequent monitoring reviews. When warranted by a change of status recommendation, the results of an investigation shall be reported to the appropriate AdvancED Council or AdvancED Accreditation Commission or successor board/commission for appropriate action.
- d. **Maintenance of and Public Access to School/System Records.** AdvancED maintains a record retention system that includes procedures for maintenance and access to school/school system records. AdvancED retains all school/school system final accreditation reports and official correspondence for a 10-year period, documenting two full terms of accreditation. AdvancED makes available for public access the school's/school system's accreditation status, school's/school system's term of accreditation, and school's/school system's date of initial accreditation. AdvancED reserves the right to make available for public access the school's/school system's Executive Summary, External Review Report, Accreditation Progress Report, and any special or interim accreditation reports.
- e. **Confidentiality Statement.** As part of the accreditation process, schools/school systems/education providers submit to AdvancED information considered to be of a proprietary and confidential nature. Other than granting a limited license to use said information for the purposes of providing accreditation and school improvement services to the school/school system/education provider, AdvancED recognizes that the submission of information does not transfer ownership of said property to AdvancED. AdvancED retains all rights, title and interest in the work product produced, including but not limited to supporting notes, analyses, interpretations and impressions compiled by agents of AdvancED as part of the accreditation and school improvement process. Any and all information provided to or collected by AdvancED as part of the accreditation process shall be safeguarded in a manner comparable to a standard of reasonable care exercised by other agencies engaged in accreditation and school improvement activities. AdvancED will maintain the documentation and evidence submitted by the school/school system/education provider in a password controlled, access restricted environment.

In addition, AdvancED, as well as all agents of AdvancED, will be required to adhere to the AdvancED Code of Ethics, AdvancED Conflict of Interest Policy and AdvancED Confidentiality Statement including Family Educational Rights and Privacy Act (FERPA) Compliance. If AdvancED is required by legal, judicial or administrative process to disclose information beyond the school/school system/education provider's Executive

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Summary, External Review Report, Accreditation Progress Report and any special or interim accreditation reports, AdvancED shall promptly notify the school/school system/education provider and allow the school/school system/education provider a time to oppose such process. Nothing contained herein shall obligate AdvancED to oppose such process and all cost incurred in opposing said process shall be the responsibility of the school/school system/education provider seeking protection.

Information shall not be deemed confidential or proprietary for purposes of this policy, if said information: (a) is already known to AdvancED at the time of disclosure; (b) is or becomes publicly known through no wrongful act of AdvancED or its agents; or (c) is disclosed by the actions of a non-restricted third party. Nothing contained herein shall interfere with the legal obligation of AdvancED to report instances of child abuse, sexual harassment or discrimination or any other affirmative reporting requirements under any applicable laws and/or governmental regulations.

POLICY III: ACCREDITED AND NON-ACCREDITED STATUSES

3.01 Accredited Status. There are two accreditation statuses that may be conferred on a school/school system as a result of an External Review. The accreditation status is based on the performance of a school/school system in areas related to the Accreditation Standards, Policies, Assurances, student performance results and stakeholder feedback. No provisions in Policy III prevent a school's/school system's accreditation status from being changed upon a different timeline established due to the findings of a special investigation and/or possible subsequent monitoring reviews.

- a. Accredited
- b. Accredited Under Review

3.02 Non-accredited Status. There are three non-accredited statuses that may be conferred on a school/school system.

- a. **Applicant.** The school/school system has submitted formal application for accreditation but has not yet hosted the Readiness Review. A school/school system may also be in the applicant category if it has submitted formal application, hosted the Readiness Review, and been found by the Readiness Review Team and AdvancED Operations Office to not have the capacity to meet the Standards required to earn accreditation. A school may remain an applicant for no more than two years. Permission to extend this time period may be granted by the AdvancED Operations Office. If the school/school system fails to achieve accredited status within the time period allotted, said school/school system must wait two years and begin the process anew.

An applicant school/school system may not project future or expected accreditation status. All applicant schools/school systems are not accredited until such status is officially granted. In any public announcements regarding the school's/school system's pursuit of accreditation, the applicant school/school system must avoid any implication that applicant status equates with accreditation or automatically leads to accreditation. AdvancED's Accreditation Divisions shall have full authority and discretion to deny

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accreditation status to any school/school system determined by AdvancED to be in violation of this policy. While an applicant, the school/school system pays full accreditation fees.

- b. **Candidate.** The school/school system has submitted formal application and has hosted the Readiness Review. The Readiness Review Team and AdvancED Operations Office find that the school/school system has the capacity to meet the Standards required to earn accreditation, but the school/school system has not yet hosted an External Review Team. A school/school system may remain in candidacy for no more than two years. This status may be extended upon approval by the AdvancED Operations Office. During candidacy, the school/school system pays full accreditation fees.

A candidate school/school system may not project future or expected accreditation status. All candidate schools/school systems are not accredited until such status is officially granted. In any public announcements regarding the school's/school system's pursuit of accreditation, the candidate school/school system must avoid any implication that candidacy status equates with accreditation or automatically leads to accreditation. AdvancED's Accreditation Divisions shall have full authority and discretion to deny accreditation status to any school/school system determined by AdvancED to be in violation of this policy.

- c. **Dropped.** The school/school system:
1. Does not meet the Standards or requirements of the accreditation process; or
 2. Finds it is no longer able to meet the AdvancED Standards and/or Accreditation Policies and notifies the respective AdvancED Operations Office that it wishes to have its accredited status dropped; or
 3. Has been Accredited Under Review and fails to make substantial progress on the Improvement Priorities within the timeframe established by AdvancED policies and procedures or review team recommendation; or
 4. Has been found by an investigative team to no longer adhere to the Standards and accreditation requirements or procedures (refer to section 6.04); fails to cooperate with any accreditation team investigation or request for information; or
 5. Fails to pay accreditation fees.

The dropped status is effective on the date set by the AdvancED Accreditation Commission. A school/school system that has been dropped from accreditation must remove all references to its accredited status from school/school system diplomas, certificates, websites, buildings, literature and the like.

A dropped school/school system may seek reinstatement within one year of receiving the dropped status. After one year, the dropped school/school system must reapply and follow the same procedures as new schools/school systems.

- 3.03 **Ongoing Monitoring.** The accredited/non-accredited status of a school/school system is regularly monitored by AdvancED's Accreditation Divisions and Operations Offices and may be changed based on new or corrected information provided by the school/school

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system, External Review Team Reports, reports from Special Reviews, complaints submitted or other sources.

3.04 Reinstatement. Schools/school systems may request reinstatement of their accredited status with their original date of accreditation if they were dropped from accredited status in the prior year. The steps for reinstatement are as follows:

- a. School contacts the AdvancED Operations Office to obtain the Request for Reinstatement form.
- b. School completes the Request for Reinstatement form and submits its current accreditation fees, which include annual fees and reinstatement fee, to the Finance Department.
- c. The AdvancED Accreditation Division Office contacts the school to confirm receipt of the request and notifies the AdvancED Operations Office.
- d. The AdvancED Accreditation Division Office includes the Request for Reinstatement form with its accreditation actions/recommendations for review by the appropriate AdvancED Council with final action by the AdvancED Accreditation Commission.

The school's accreditation term continues. The school is reinstated in its original accreditation term. The school must satisfy all requirements of the accreditation term in which it is being reinstated. A school that dropped in its fifth year of the accreditation term and reinstates must host an External Review upon reinstatement.

POLICY IV: PROCEDURES FOR INITIAL ACCREDITATION

4.01 Overview. Schools/school systems seeking initial accreditation must demonstrate that they meet the AdvancED Standards and Policies, have the capacity to support school/school system improvement, and are committed to growth in student learning and organizational effectiveness.

4.02 General Guidelines. Following are general guidelines for all schools/school systems seeking initial accreditation:

- a. A school/school system must be in operation for at least two years with demonstrated financial stability before it may be accredited.
- b. A school/school system must certify that it possesses the appropriate licenses to operate if licensing is required by local or state statutes.
- c. A school/school system must host a readiness review within two years after applying or within the time period allotted by the AdvancED Operations Office.
- d. A school/school system must host an External Review within two years after becoming a candidate or within the time period allotted by the AdvancED Operations Office.

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- e. A school/school system that does not host the Readiness Review or External Review within the prescribed time period must re-apply.

4.03 Application Process. The school/school system must complete and submit all required application materials, including application dues/fees.

The new school application fee applies to any new school that is making application as a single school. Schools that apply as part of a group of schools at the same time (such as two or more schools from a school system or diocese) pay one application fee for the full group. For example, a school system that wishes to submit applications for multiple schools pays only one application fee as long as all of the schools' applications are submitted at the same time.

4.04 Readiness Review and Candidacy Status. Upon receipt of completed application materials, the appropriate AdvancED Operations Office coordinates a readiness review to the school/school system. The purpose of the review is to:

- a. Determine if the school/school system has the capacity and integrity to meet and adhere to the AdvancED Standards and Policies.
- b. Determine if the school/school system has the capacity to support continuous school improvement.
- c. Make a determination if the school/school system should become a candidate for accreditation or remain as an applicant.

Upon achievement of candidate status, the school/school system completes the Self Assessment as well as other required documents and prepares for the External Review.

4.05 External Review and Accreditation Recommendation. The candidate school/school system hosts an External Review within two years of receiving candidacy status. The External Review Team makes an accreditation recommendation that is reviewed, along with other documentation, by the Operations Office, the AdvancED Council which grants the final accreditation status and the AdvancED Commission or successor board/commission which reviews and ratifies the final accreditation actions.

4.06 Earning Accredited Status. Upon achieving accredited status, the school/school system engages in the tasks required of all schools/school systems to maintain their accredited status.

4.07 Remaining in Candidacy Status. If accreditation is not conferred on the school/school system, the school/school system remains as a candidate for accreditation. To achieve accreditation, the school/school system must meet the requirements specified in the External Review Report within one year. It must submit documentation to its respective AdvancED Operations Office which will make an accreditation recommendation for review and approval by the appropriate governing authority. If the school/school system fails to meet the requirements specified in the External Review Report, its candidacy status will be removed.

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- 4.08 Schools from a School System that is District Accredited.** Schools applying for initial accreditation that are part of districts or systems that are district accredited use the following procedures.
- a. The school completes and submits an application for accreditation.
 - b. The school system certifies that the school meets AdvancED Accreditation Standards and is actively engaged in the school system's process for quality assurance.
 - c. Upon receiving the school system's certification, the AdvancED Operations Office makes an accreditation recommendation that is submitted for action to the appropriate AdvancED Council for the relevant jurisdiction with ratification by the AdvancED Accreditation Commission.
 - d. Upon earning accredited status, the school engages in the school system's approved plan for accreditation.
 - e. If the school is not recommended for accreditation, the school system must submit a plan for how it will address any noted deficiencies to ensure the school is ready for accreditation within a year.

POLICY V: PROCEDURES FOR CONSOLIDATED, REORGANIZED, AND OTHER SCHOOLS

- 5.01 Consolidated Schools.** With the concurrence of the AdvancED Council, a consolidated school may retain continuing accreditation provided that at least one of the schools involved in the consolidation is accredited by AdvancED at the time of the consolidation. There must be no break in accreditation. The school must submit written notification of consolidation to the appropriate AdvancED Operations Office. The AdvancED Operations Office will review the notification with the appropriate AdvancED Council for concurrence and submit appropriate forms/notification to the AdvancED Accreditation Division Office.
- 5.02 Reorganized Schools.** A new school or schools formed by reorganization of an accredited school may retain continuing accreditation with the concurrence of the appropriate AdvancED Council. The reorganized school must submit written notification of its reorganization to the appropriate AdvancED Operations Office. The AdvancED Operations Office will review the notification with the AdvancED Council and determine whether the reorganized school may continue its accreditation or be required to apply as a new school and follow the new school procedures.
- 5.03. Extension or Branch Campuses.** An extension or branch campus of a school can be accredited as part of the main campus provided the following conditions are met:
- a. The extension or branch campus is under the direct supervision of the administrative head of the main campus school.
 - b. The extension or branch campus serves students from the main campus (it does not serve students from more than one school).

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- c. The extension or branch campus provides a program of services that are a part of the total educational program (It does not duplicate services or programs.).
- d. The director or supervisor of the extension or branch campus reports directly to the administrative head of the main campus school.
- e. The extension or branch campus operates under the same state education agency school number as the main campus.

5.04. Schools within a School. Schools within a school are treated as separate schools and are required to comply with all AdvancED accreditation requirements if the state education agency has provided them with distinct school numbers. If the schools share the same state-provided school number, they may be treated as one school by AdvancED.

POLICY VI: PROCEDURES REGARDING COMPLAINTS BY AND ABOUT ACCREDITED SCHOOLS/SCHOOL SYSTEMS

6.01 Written complaint. Any complaints submitted by and about schools/school systems must be submitted in writing, both paper or electronic notices are acceptable. All complaints should include the following information to allow for proper review and if determined, in the sole discretion of AdvancED's Accreditation Divisions, appropriate investigation:

- a. The name, address, phone number and other pertinent contact information of the complainant.
- b. A description of the circumstances or events and any relevant documentation that support the complaint.
- c. A statement of relationship with the individual involved, if the complainant is not the aggrieved individual. Complaints concerning individual students will only be investigated or sent to the school if the complaint is made or authorized by a student of majority age or by an individual that has the legal authority and right to represent the student.
- d. The name, address and other contact information for the individual at the school/school system that has been contacted by the complainant to resolve the problem or situation.
- e. Permission for representatives of AdvancED to access any records concerning the complainant if such records are not available to the public.
- f. A statement of first-hand knowledge of the substance of the complaint, unless the complaint is supported by reliable documentation.

6.02. Complaints Regarding Child Abuse, Sexual Harassment, or Discrimination. Any complaint that identifies potential child abuse, sexual harassment or discrimination on the part of a student or staff member, shall be forwarded immediately to the appropriate agency authorized to investigate such complaints. Unsigned complaints concerning potential child

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abuse, sexual harassment or discrimination will be forwarded to the principal and the superintendent or other similar official in the school/school system's organization. Findings by the appropriate agency may result in action by AdvancED's governing board or its successor board/commission if the findings are made available to the governing board.

6.03 Individual Grievances. Isolated and individual grievances between a school/school system and person are not adjudicated. Complaints of that nature, documented and signed by the person initiating the complaint, will be forwarded to the school/school system. The school/school system shall respond to the complaint within 30 days. A copy of the complaint and the school/school system's response to it will be retained by the appropriate AdvancED Operations Office. If several individual complaints against a school suggest a particular violation or pattern of violations which might affect the school/school system's ability to meet AdvancED Standards or Policies, further investigation may be authorized and shall occur within a reasonable period of time.

6.04 Investigation of Complaints. Complaints that are determined by AdvancED to sufficiently identify potential violations of AdvancED Standards or Policies will be investigated. Said determination of whether sufficient grounds exist to begin an investigation is in the sole discretion of AdvancED.

- a. If the investigating body believes that a school's/school system's response to a complaint does not address the complaint or if a school/school system fails to address the complaint in a timely manner, the information about the complaint will be shared with the External Review Team scheduled for the next review of the school/school system or with representatives of a special investigation team being sent to the school/school system to conduct a special review into the complaint and empowered with the ability to make a recommendation as to the accreditation status of the school/school system. The Special Review Team is charged with investigating said complaint, as well as, investigating the possible violation of any other AdvancED Standards and Policies that may be discovered through a diligent and thorough investigation.
- b. The findings from an investigation of a complaint may result in changes to a school/school system's accreditation status. The AdvancED Councils, AdvancED Accreditation Commission and AdvancED Board of Trustees do not have civil authority to impose any order of settlement on a school/school system or its representatives. Complainants seeking a settlement, payment or compensation should pursue their concern through the channels offered by a State Department of Education or other legal authority having jurisdiction over the subject matter.

POLICY VII: APPEAL PROCEDURES

7.01 Right to Appeal. A school/school system has the right to appeal a decision made to place the school/system on Accredited Under Review or drop its accreditation. An accredited school/school system remains accredited until the final disposition of the appeal. The accreditation status of the school/school system does not change until all rights of appeal pursuant to the Policy are exhausted. The appellate process shall be carried out in a timely and expeditious manner to ensure protection of the public interest and the institution.

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- 7.02 Adverse Decision.** The AdvancED Accreditation Office shall, no later than fourteen (14) calendar days after the action is taken to place the school/system on Accredited Under Review or drop the accreditation, notify the school/school system in writing, delivered by overnight service or Certified Mail, Return Receipt Requested. The written notification shall specify the Standards and/or criteria not met. A copy of this Policy shall be provided to the school/school system along with a notice of the adverse decision. After the Council vote for an adverse decision and following ratification by the AdvancED Accreditation Commission, if no notice of intent to appeal is filed as provided in Section 7.04 below, the decision becomes final.
- 7.03 Grounds for Appeal.** The grounds on which an appeal may be taken are (a) departure by the Commission from the procedures established by written policy or agreement or by recognized custom which is of such significance as to affect materially the adverse decision; (b) the citing by the Commission of factually incorrect information as basis for its decision which is of such significance as to affect materially the Commission's adverse action; (c) bias, as evidenced by a demonstrable intent on the part of evaluators, the Commission or the Commission's professional staff to prejudice the evaluation or other review of the institution's status of accreditation, such bias being of such significance as to affect materially the Commission's adverse accrediting action; or (d) the adverse action is arbitrary and capricious.
- 7.04 Appeal Procedures.** A school/school system wishing to appeal shall do so in accordance with the procedures set forth below:
- a. The school/school system shall file its intent to appeal the accreditation decision to place the school/system on Accredited Under Review or drop the accreditation within ten (10) calendar days of receipt of the written notice of the decision for adverse action. See Section 7.03 for grounds for an appeal. A notice of an intent to appeal shall be filed only with the prior authorization of the governing board of the institution.
 - b. The notice of intent to appeal shall be submitted via overnight service or Certified Mail, Return Receipt Requested to the President/Chief Executive Officer of AdvancED. The notice of intent to appeal shall contain a statement of the ground(s) on which the appeal will be made but need not provide evidence in support of the appeal.
 - c. The school's/school system's written appeal shall be submitted within twenty (20) calendar days of filing notice of intent to appeal in person or by certified mail, return receipt requested, with President/Chief Executive Officer. The school's/school system's written appeal shall set forth the evidence and its argument as the basis for its appeal. Only evidence previously submitted to AdvancED may be included in the submission. New evidence will not be considered. At the time of filing the written appeal, the school/school system shall advise the President/Chief Executive Officer whether it will present oral arguments at the appeals hearing and, if so, with or without legal counsel. In the event the school/school system determines not to send representatives to the appeals hearing, then AdvancED shall likewise not send representatives to the hearing, and the Appeals Panel will be authorized to decide the appeal based on the written submissions of the parties. Within fifteen (15) calendar days following receipt of the written appeal, the Commission shall submit its response in

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writing to the President/Chief Executive Officer with a copy to the school/school system.

- d. The school/school system shall submit to the President/Chief Executive Officer a bond for costs of the appeal in the amount of twenty-five thousand dollars (\$25,000.00) that accompanies the notice of intent to appeal. After the costs of the appeal have been deducted from the amount of the bond, any unused portion of the bond shall be returned to the school/school system. If the costs of the appeal exceed the amount of the bond, the school/school system shall pay the additional costs to AdvancED.
- e. A Panel of three impartial evaluators shall be selected by the AdvancED President/Chief Executive Officer, and confirmed by the AdvancED Accreditation Commission, to hear the school/school system's appeal. The Panel shall be selected from a standing appeals body appointed by the AdvancED Accreditation Commission to serve for staggered three-year terms. The standing appeals body shall be comprised of educators who are knowledgeable about accreditation requirements but do not hold any other appointed, paid, or elected position with AdvancED. At least one member of the standing appeals body shall be a public member. If the school/school system has good cause to believe that any member of the standing appeals body should not hear the school's/school system's appeal, it shall notify the President/Chief Executive Officer in writing of the basis for its objection at the time it submits its written appeal. Objections to the composition of the Panel shall be heard and ruled upon by the Chair of the AdvancED Accreditation Commission in consultation with the President/Chief Executive Officer. The President/Chief Executive Officer will promptly notify the school/school system of the names of the members of the Appeals Panel and the date and place of the hearing. The President/Chief Executive office will transmit a copy of the school's/school system's appeal documents and the Commission's response to each member of the Appeals Panel in advance of its meeting.
- f. The Appeals Panel will meet within sixty (60) calendar days of receipt of the school/school system's intent to appeal. The school/school system shall not have the right to cross-examine individual agents of AdvancED staff. AdvancED may request that its legal counsel be present to advise the panel members. The school/school system may request that the appeal hearing be transcribed. No audio-taping or video-taping of the appeal is permitted. Evidence in support of the appeal shall be limited to that evidence presented to the Commission prior to making its adverse accrediting action except as hereinafter provided. The Appeals Panel shall consider evidence bearing only upon the grounds specified for the appeal. Additional written materials or evidence not presented to the Commission at the time of its original decision as a part of its review (or of its decision following a remand as provided below) may not be presented to the Appeals Panel. Other than at the appeals hearing, the Appeals Panel shall not meet with representatives of either the school/school system or the Commission.

The decision of the Appeals Panel shall be determined by majority vote. In the event of a tie vote, the appeal shall be deemed denied. The Appeals Panel shall meet in executive session to reach its decision following the close of hearing. Appeals hearings shall not be conducted as if they were judicial proceedings. Rules of evidence, pre-hearing discovery, the right to subpoena witnesses, and the right to cross examine witnesses shall not be

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permitted, provided however, members of the Appeals Panel may ask questions of the schools/school systems and the Commission's representatives present at a hearing. The school/school system appealing an adverse accrediting action shall bear the burden of proof and may be represented by legal counsel at the hearing to present or assist in the presentation of the school's/school system's appeal. The Commission may be represented by legal counsel at the hearing. The chairperson of the Appeals Panel may limit the presentations of the school/school system and the Commission to one half hour each, provided however, the time for presentations and questioning may be extended to either or both parties as determined in the sole discretion of the chairperson. The order of presentation shall be first, the school/school system and second, the Commission. Within the sole discretion of the chairperson as to time and scope, the Appeals Panel may permit the school/school system to present final comments and/or arguments following the Commission's presentation. Nothing herein shall be deemed to require either the school/school system or the Commission to make any oral presentation at the Appeals Panel hearing and the failure to do so shall have no bearing or relevance in reaching a decision by the Appeals Panel. The Appeals Panel decision shall contain the Panel's ruling together with the reasons therefore as well as any additional information deemed pertinent by the Panel and shall be the only written decision of the Panel.

The Appeals Panel decision shall be filed by the Appeals Panel with the President/Chief Executive Officer on or before the tenth (10th) calendar day following the close of the hearing. The Appeals Panel shall have the authority to affirm, amend, reverse or remand the Adverse Action and will direct the Commission to implement the decision in a manner consistent with the Appeals Panel's decisions or instructions. In a decision to remand the adverse action to the Commission for further consideration, the Appeals Panel must identify specific issues that the Commission must address. The Appeals Panel shall inform the school/school system and the AdvancED Accreditation Commission of its decision within seven (7) calendar days of filing its decision with the President/Chief Executive Officer.

- g. All expenses of the appeal, including all expenses of the members of the Appeals Panel, are to be borne fully by the school/school system submitting the appeal.
- h. The Appeals Panel can either uphold the decision of the AdvancED Accreditation Commission or remand the decision to the AdvancED Accreditation Commission for reconsideration. If the Appeals Panel upholds the decision of the AdvancED Accreditation Commission, the action is final.
- i. If the Appeals Panel remands the decision to the AdvancED Accreditation Commission for further consideration and the Commission adheres to its original decision, the matter shall be considered final.

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SUBJECT

Cassia County School District #151, Albion Elementary School - Hardship Elementary School Annual Report

REFERENCE

October 1999	Board approved the request by Cassia County School District #151 for Albion Elementary School to be designated as a hardship elementary school with the addition that the designation exists for one year.
October 2000 – 2011	Board received Albion Elementary School annual hardship report. No action was taken.
June 2015	Board received Albion Elementary School annual hardship report. No action was taken.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1003(2)(b), Idaho Code

BACKGROUND/DISCUSSION

At the October 1999 meeting, the Board approved the request by Cassia County School District #151 for Albion Elementary School to be designated as a hardship elementary school and required an annual report. The 2000 Legislature amended Section 33-1003(2)(b), Idaho Code, by adding, "An elementary school operating as a previously approved hardship elementary school shall continue to be considered as a separate attendance unit, unless the hardship status of the elementary school is rescinded by the state board of education." Therefore, no action is required unless the Board chooses to rescind the hardship status. Conditions supporting the October 1999 decision to approve the Albion Elementary School as a hardship elementary school have not changed.

IMPACT

Cassia County School District #151 would have received \$107,000 less in FY2016 if Albion Elementary School was not considered a separate school.

ATTACHMENTS

Attachment 1 – Letter from Gaylen Smyer to Sherri Ybarra (4/4/2016) Page 3
Attachment 2 – Letter from Jerry Doggett to Marilyn Howard (9/29/1999) Page 5

BOARD ACTION

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

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CASSIA JOINT SCHOOL DISTRICT 151

3650 OVERLAND • BURLEY, ID 83318-2444 • (208) 878-6600 • FAX (208) 878-4231

Ryan Cranney
Board Chairman

Heber Loughmiller
Vice Chairman

Linda Petersen
Board Member

Kathryn Millar
Board Member

Jeff Rasmussen
Board Member

Dr. Gaylen Smyer
Superintendent

Chris James
Fiscal Manager

04 April 2016

Ms. Sherri Ybarra
Superintendent of Public Instruction
PO BOX 83720
Boise, Idaho 83720-0027

Dear Superintendent Ybarra:

In the October, 1999 meeting of the State Board of Education it was noted that Albion Elementary School was granted a *hardship* status by the Board. As noted in the minutes of the State Board of Education this status was granted one year at a time. It was also identified that the State Superintendent be the person responsible to present this request annually to the Board through the SBOE agenda.

Please accept this letter from Cassia Joint School District #151 as a request for hardship status for Albion Elementary (School Number 111) for the 2016-2017 school year. The approval conditions granted by the State Board of Education at the time of the initial granting have not changed.

Thank you, and the State Board of Education, for your support of the children of Cassia County and Idaho. Please contact me if you need further information.

Sincerely,

Gaylen Smyer, Ph.D.
Superintendent

PC: Tim Hill

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CASSIA COUNTY SCHOOL DISTRICT 151

O. GERALD DOGGETT, SUPERINTENDENT

237 EAST 19TH STREET • BURLEY, ID 83318-2444 • (208) 678-6600 • FAX (208) 678-4231

September 29, 1999

Dr. Marilyn Howard
State Superintendent
State Department of Education
P. O. Box 83720
Boise, Idaho 83720-0027

Dear Dr. Howard:

The Cassia County School District 151 is respectfully requesting the Albion Elementary School be designated a Hardship Elementary School Status under Idaho Code 33-1003, 2.b., special applications of educational support program.

In addition, Idaho Code 33-1001 states that: Upon application of the Board of Trustees of a school district, the State Board of Education is empowered to determine that a given elementary school not otherwise qualifying, are entitled to be counted as a separate elementary school...When in the discretion of the State Board of Education, special conditions exist warranting the retention of the school as a separate attendance unit and the retention results in a substantial increase in cost per pupil in average daily attendance of the district's elementary grade school pupils (33-1003, 2b., Idaho Code).

The Cassia County School District believes Albion Elementary School meets the criteria of a "hardship elementary school" for the following reason:

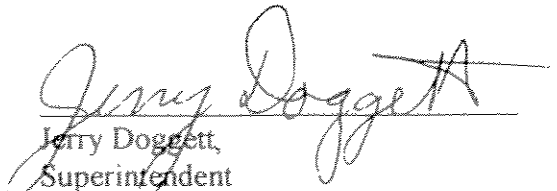
1. *"not otherwise qualifying"*:
 - a. Albion Elementary School does not meet the 10 mile standard required for designation as a "separate elementary school". However the 10 mile standard is substantially met (9.2) miles) and hazardous conditions on the "all-weather highway" are frequently encountered on a two mile mountain pass section of road involving a five percent (5%) grade, ice, blowing snow and a precipitous ravine immediately adjacent to the west side of the road. Severe winter weather conditions from the foot of the Albion grade into the Albion valley are frequently magnified by strong westerly winds resulting from mountain wave activity. These mountain waves are reinforced winds produced by winds moving across the Snake River Plain and over the Albion Mountain foothills. The foothills are oriented approximately perpendicular to winter prevailing winds.

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- b. A request for "hardship elementary school" status based on age (grades K – 5), health or safety of Albion elementary students transiting the Albion grade is not unlike the rationale for legislative guidance in 33-1501, Idaho Code, which provides public school boards of trustees with the authority to waive the minimum 1.5 mile distance for bussing students based on considerations of "age or health or safety of the pupil."
- 2. *"special conditions...warranting retention..."*
 - a. Historically (since 1973) Albion has been designated as a remote elementary school. Along that line of thought and planning by the District the Albion community has been built around their school. The citizens don't understand ADA, hardship designation, or Idaho Code. All they know is in that tiny, isolated mountain-top community, the closing of their school isn't just an end to educating their kids in their community, it is an end to a way of life. We hasten to point out that the District is not requesting additional funding, only to reinstate the funding which the State Board approved in 1973. Although 26 years have passed the same conditions still exist.
- 3. *"...substantial increase in cost per pupil..."*
 - b. In a comparative study between two elementary schools in Burley the annual cost of an FTE student in approximately \$2,638. In Albion Elementary that same cost is \$4,348. This does not include bussing nor maintenance which is a very nebulous and always changing dollar amount. Included in this average is salaries, benefits, utilities, equipment, supplies and text books. In addition, each time a utility company, such as telephone or electric or heating has to make a trip the expense is greater....in addition to our own maintenance crews.
 - c. If the Albion Elementary loses its special funding designation (which it had since 1973) the Cassia Co. School District will lose \$88,000 per year (as per the State Department of Education finance department).

We thank you for your consideration.

Sincerely,


Jerry Duggett,
Superintendent

OJD:kp