

**CONSENT  
JUNE 21, 2018**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>AUDIT – IDAHO STATE UNIVERSITY – FOUNDATION OPERATING AGREEMENT</b>	Motion to Approve
<b>2</b>	<b>BAHR - SECTION I – BOISE STATE UNIVERSITY – CONTRACT AMENDMENT - ASSISTANT MEN’S FOOTBALL COACH</b>	Motion to Approve
<b>3</b>	<b>BAHR - SECTION I – LEWIS-CLARK STATE COLLEGE – FACULTY RANK AND PROMOTION</b>	Motion to Approve
<b>4</b>	<b>BAHR - SECTION II – BOISE STATE UNIVERSITY – NIKE CONTRACT AMENDMENT</b>	Motion to Approve
<b>5</b>	<b>PPGA – STATE REHABILITATION COUNCIL APPOINTMENTS</b>	Motion to Approve
<b>6</b>	<b>PPGA – DATA MANAGEMENT COUNCIL APPOINTMENTS</b>	Motion to Approve
<b>7</b>	<b>PPGA – ACCOUNTABILITY OVERSIGHT COMMITTEE APPOINTMENTS</b>	Motion to Approve
<b>8</b>	<b>PPGA – ALCOHOL PERMITS REPORT – PRESIDENT APPROVED</b>	Motion to Approve
<b>9</b>	<b>PPGA – COEUR D’ ALENE SCHOOL DISTRICT/POST FALLS SCHOOL DISTRICT – BOUNDARY ANNEXATION/EXCISION</b>	Motion to Approve
<b>10</b>	<b>PPGA – LEWIS-CLARK STATE COLLEGE – FACILITIES NAMING</b>	Motion to Approve
<b>11</b>	<b>SDE – REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP</b>	Motion to Approve

**CONSENT  
JUNE 21, 2018**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>12</b>	<b>SDE – TRANSPORT STUDENTS LESS THAN ONE-AND-ONE-HALF MILES FOR THE 2017-2018 SCHOOL YEAR</b>	Motion to Approve
<b>13</b>	<b>SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS</b>	Motion to Approve
<b>14</b>	<b>SDE – EMERGENCY AUTHORIZATIONS - CERTIFICATION</b>	Motion to Approve

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approve operating agreement between Idaho State University (ISU) and Idaho State University Foundation, Inc.

**REFERENCE**

June 2015      Board reapproval of ISU Operating Agreement with ISU Foundation

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective C: Access

**BACKGROUND/DISCUSSION**

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. The operating agreement between an institution and an affiliated foundation must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement must address the topics outlined in Policy V.E

ISU worked with the ISU Foundation to update the existing operating agreement, which was approved by the Board in April 2015. There were only minor changes to the agreement, which are highlighted in the documents and are summarized as follows;

- The Foundation will post its current Articles of Incorporation and Bylaws on its public website rather than providing such documents to the State Board and the University.
- The Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the investment policy and will update its public website for any amendments, as soon as possible, after they are adopted.
- "Investment Policy" refers to the Foundation's Policy Manual.
- Minor punctuation, formatting and signatory changes as shown.

**IMPACT**

Re-approval of the operating agreement brings the Foundation into compliance with Board policy V.E.

**CONSENT**  
**JUNE 21, 2018**

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**ATTACHMENTS**

Attachment 1 – ISU Foundation Operating Agreement red-line to existing operating agreement

Attachment 2 – ISU Foundation Policy Manual

Attachment 3 – Notification of Changes to Foundation Bylaws

**STAFF COMMENTS AND RECOMMENDATIONS**

The Audit Committee reviewed the updated operating agreement at its meeting on June 13, 2018.

Staff recommends approval.

**BOARD ACTION**

I move to approve the operating agreement between Idaho State University and Idaho State University Foundation, Inc., as presented.

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



**OPERATING AGREEMENT BETWEEN  
IDAHO STATE UNIVERSITY FOUNDATION, INC.  
AND  
IDAHO STATE UNIVERSITY**

THIS AGREEMENT, entered into as of this 24th day of, September ~~22~~20158 ("Effective Date"), is between Idaho State University, herein known as "University" and the Idaho State University Foundation, Inc., herein known as "Foundation".

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the University to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations policy § V.E., and that they will submit this Agreement for initial prior State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and University entered into an Operating Agreement on February 5, 2009, which was amended on September 17, 2013 and again on September 24, 2015.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I Foundation's Purposes

The Foundation is the primary affiliated foundation responsible for securing, managing, and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules, and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable policies of the State Board; or (3) the role and mission of the University.

## ARTICLE II Foundation's Organizational Documents

The Foundation posts its current Articles of Incorporation and Bylaws on its public website. The Foundation will update its public website for any amendments to such documents, as soon as possible, after they are adopted. The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University and the State Board upon request. All amendments of such documents shall also be provided to the University and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

## ARTICLE III University Resources and Services

1. University Employees.
  - a. University/Foundation Liaison: The University's Vice President for University Advancement shall serve as the University's Liaison to the Foundation.
    - i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.
    - ii. The Vice President for University Advancement or her/his designee shall

attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts.

b. Finance Director: The Finance Director of the Foundation is an employee of the University loaned to the Foundation. All of the Finance Director's services shall be provided directly to the Foundation as follows:

i. The Finance Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Finance Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iii below. The Finance Director shall be subject to the control and direction of the Foundation.

ii. The Finance Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Finance Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Finance Director, including such expenses as salary, payroll taxes, and benefits.

iii. The Foundation and the University shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the Finance Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Finance Director, including the following:

1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation procedures and applicable law; such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.

2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University.

3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or University requirements.

- c. **Other Loaned Employees.** Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit "A," which shall set forth their particular responsibilities and duties. The effective dates of all loaned employee agreements, the names and duties of the loaned employees, and the compensation amount shall be revised and updated as needed by the University and Foundation.
  - d. **Limited Authority of University Employees.** Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
2. **Support Staff Services.** The University shall provide administrative, financial, accounting and development services to the Foundation, as set forth in the Services Agreement attached hereto as Exhibit "B" ("Services Agreement"). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Services Agreement. The portion of such costs shall be determined by the agreement of the Parties.
  3. **University Facilities and Equipment.** The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Services Agreement, Exhibit "B" hereto.
  4. **No Foundation Payments to University Employees.** Notwithstanding any provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

## ARTICLE IV

### Management and Operation of Foundation

1. **Gift Solicitation.**
  - a. **Authority of Vice President for University Advancement.** All Foundation gift solicitations shall be subject to the direction and control of the Vice President for University Advancement.
  - b. **Form of Solicitation.** Any and all Foundation gift solicitations shall make clear to

prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

- c. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

2. Acceptance of Gifts.

- a. Approval Required Before Acceptance of Certain Gifts. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.
- b. Acceptance of Gifts of Real Property. The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.
- c. Processing of Accepted Gifts. All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Services Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

- a. Restricted and Unrestricted Gift Transfers. The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures noted in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission

to support the University.

4. Foundation Expenditures and Financial Transactions.

- a. Signature Authority. The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions with the University. The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature authority for financial transactions with the University be a University employee nor a "Loaned Employee" as that term is used in this Agreement.
- b. Expenditures. All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship nature of the funds.
- d. Transfers of a de minimis amount not to exceed \$10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general university support *purposes*. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the ~~Foundation or~~ Foundation or other costs of the Foundation.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate, password protected accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.
8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers, and employees. The Foundation shall also maintain general liability coverage.
9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's current investment policy which is posted on the Foundation's public website; provided, however, the investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the investment policy and will update its public website for any amendments, as soon as possible, after they are adopted. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".
10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Foundation's Amended and Restated Bylaws. The Foundation posts the current version of such documents on its public website. The Foundation will update its public website for any amendments to such documents, as soon as possible, after they are adopted. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board as requested.
11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy and the Foundations Code of Ethical Conduct will be provided to the Board as requested.

## ARTICLE V

### Foundation Relationships with the University

1. Access to Records. The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials

and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access such information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be conducted under generally accepted auditing standards if the University should so require. Provided, however, that the University need not conduct an audit to be provided such access, but shall be provided such access at any time.

The University's access shall not include donor specific data such that would provide individually identifiable information about donors or their donations made to the Foundation.

## 2. Record Management.

- a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.
- b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.
- c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of University affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337 – 9-350, except where otherwise required by state and federal law.

3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "Idaho State University" and "The Idaho State University Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party.



Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities, and advertisements emanating from the Foundation.
5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer. If the request is for reimbursement, the University shall provide appropriate documentation to the Foundation to ensure that the funds to be reimbursed were used in compliance with donor intent.
6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
7. Supplemental Compensation of University Employees. No supplemental compensation of University employees may be made by the Foundation. Provided the Foundation may reimburse the University for those benefits that are necessary for its normal course of operations, including, but not limited to, travel and continuing professional education. This is not intended to proscribe reimbursement by the Foundation of the University's expenses associated with "Loaned Employees" as set forth elsewhere in this Agreement, nor the payment of funds by the Foundation to the University in support of endowed chairs or similar faculty positions.

## ARTICLE VI

### Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's ~~Annual~~ Annual Audited Financial Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Board Standards Board (GASB). Accordingly, the University, which follows a GASB format, is required to include the Foundation in its Financial Statements. Therefore, if the Foundation presents its audited Financial Statement under FASB, schedules reconciling the FASB Statements to GASB standards must be provided to the

Idaho State University of Idaho controller in the detail required by GASB standards. The annual audited Financial Statements and Schedules shall be submitted to the University's Office of Finance and Administration in sufficient time to incorporate the same into the State of Idaho's Comprehensive Annual Financial Review statements.

3. Separate Audit Rights. The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.
4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President and the State Board setting forth the following items:
  - a. the annual financial audit report;
  - b. an annual report of Foundation transfers made to the University;
  - a. an annual report of unrestricted funds received by the Foundation;
  - b. an annual report of unrestricted funds available for use during the current fiscal year;
  - c. a list of all of the Foundation's officers, directors, and employees;
  - d. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - e. a list of all state and federal contracts and grants managed by the Foundation;
  - f. an annual report of the Foundation's major activities;
  - g. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
  - h. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

## ARTICLE VII

### Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations.
2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval, and use.
3. Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if applicable under law or policy, the State Board of Education. University approval of any such contract shall comply with policies of the State Board of Education with respect to approval of University contracts.
4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

## ARTICLE VIII General Terms

- ~~1. Effective Date. This Agreement shall be effective on the date set forth above.~~
- 2.1. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including,

but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3.2. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

4.3. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

5.4. Providing Documents to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

6.5. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

7.6. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President  
Idaho State University  
921 South 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8410

To the Foundation:

Vice President for Advancement  
Idaho State University  
921 South 8th Ave. Stop 8024  
Pocatello, ID 83209-8024

Finance Director  
Idaho State University Foundation  
921 South 8th Ave. Stop 8050  
Pocatello, ID 83209-8050

8.7. No Joint Venture. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.

9.8. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or employees.

10.9. Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

11.10. Dispute Resolution. The parties agree that in the event of any dispute arising from this Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the Chair of the Foundation and the University President. If the Foundation and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this Agreement. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

12.11. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the University, to a reincorporated successor Foundation organized to benefit the University, or to the State of Idaho for public purposes, in accordance with Idaho law.

~~13.12.~~ Assignment. This Agreement is not assignable by either party, in whole or in part.

~~14.13.~~ Governing Law. This Agreement shall be governed by the laws of the State of Idaho

~~15.14.~~ Severability. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

~~16.15.~~ Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above ~~specified~~effective date.

Idaho State University

By: \_\_\_\_\_

Its: President

Idaho State University Foundation, Inc.

By: \_\_\_\_\_

Its: President

**EXHIBIT "A"**

**Loaned Employee Agreement**

**EXHIBIT “A”****AGREEMENT FOR LOANED EMPLOYEE  
IDAHO STATE UNIVERSITY/IDAHO STATE UNIVERSITY FOUNDATION**

THIS AGREEMENT is entered into by and between IDAHO STATE UNIVERSITY, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho (“University”), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation (“ISUF”) effective for the period **Insert Beginning And Ending Dates.**

**BACKGROUND**

- A. The ISUF, incorporated as a 501(c)(3) organization in 1967, raises and manages private funds for the benefit of the University, and
- B. University has agreed to loan its employee, **Insert Name** (“Loaned Employee”), to ISUF to act in the capacity of Finance Director for ISUF.

**AGREEMENT**

The parties agree as follows:

- 1. Relationship between Loaned Employee and University.
  - a. Loaned Employee may be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Board and the University, or a classified employee subject to the applicable State of Idaho, State Board, and/or University rules and procedures.
  - b. Loaned Employee will be paid at a fiscal year salary rate of **Insert Amount**, payable on the regular bi-weekly paydays of the University. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification.
  - c. University shall be responsible for the payment of all salary and benefits to Loaned Employee. University shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee’s employment with University.
- 2. Relationship between ISUF and Loaned Employee.
  - a. Loaned Employee will work full time and shall be under the exclusive supervision, direction, and control of the ISUF Board of Directors during the performance of her/his duties under this Agreement. Such duties shall include, but shall not be limited to,



supervision of the back office operational processing of gifts and reporting to various stakeholders; responsibility for the management and operations of the donor system; support of development staff and other personnel associated with the utilization of the donor system; relations with the University relative to IT support and security; oversight and management of ISUF operational policies; and, direct supervision of the Finance Manager, and other staff. Loaned Employees will report directly to ISUF President or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

- b. ISUF is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. ISUF agrees to indemnify, defend, and hold the University harmless from any and all liabilities, losses, claims, or judgments relating to the payment of these taxes.
- c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, ISUF will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. ISUF will provide a copy of the evaluation document to the University no later than fourteen (14) days after the evaluation is completed.
- c. ISUF may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with ISUF's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the University. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the University.

### 3. Relationship between ISUF and University.

- a. ISUF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits including payroll-related taxes, benefits, and other related payroll costs and the costs associated with travel approved by ISUF. Such costs will be billed quarterly and paid to the University.
- b. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, ISUF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of one year following the completion of this Agreement.
- c. The furnishing of Loaned Employee shall not be considered a professional service of the University. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the University regarding the work

performed on behalf of ISUF.

- d. University shall have no liability to ISUF for loss or damage growing out of or resulting from the activities of the Loaned Employee. ISUF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of ISUF or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

#### 4. General Terms

- a. Term, Termination. This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the University terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the University, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the University, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the University. The Loaned Employee remains subject to all applicable Board and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.
- b. Governing Law. This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bannock County.
- c. Notice. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To ISUF:

Idaho State University Foundation  
President  
921 South 8th Ave. Stop 8050  
Pocatello, ID 83209-8050

Phone: (208) 282-3470  
Fax: (208) 282-4994

To the University:

Idaho State University  
Vice President for Advancement  
821 South 8<sup>th</sup> Ave, Stop 8024  
Pocatello, ID 83209-8024

Phone: (208) 282-3198  
Fax: (208) 282-4487

To the Loaned Employee:

EMPLOYEE NAME  
Last address on file with University's Human Resources

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

- d. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
- e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

IDAHO STATE UNIVERSITY

—IDAHO STATE UNIVERSITY  
FOUNDATION

<u>James A. Fletcher</u> <u>, Interim Vice President</u> <u>Finance and Administration</u>	<u>Brian Hickenlooper</u> <u>President</u> <u>Dr. H. Gene Hoge, President</u>
--	---

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

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

Kent Tingey  
, Vice President  
University Advancement

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

LOANED EMPLOYEE concurrence and commitment:

\_\_\_\_\_

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

**EXHIBIT "B"**

**Service Agreement**

**EXHIBIT “B”****SERVICES AGREEMENT****IDAHO STATE UNIVERSITY– IDAHO STATE UNIVERSITY FOUNDATION**

THIS SERVICES AGREEMENT is entered into by and between Idaho State University, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation (“ISUF”).

A. The University agrees to provide to the ISUF the following administrative, financial, accounting, and investment support services.

1. Administrative support for reconciliation between appropriate ISUF and ISU accounts such as scholarship and spendable accounts and appropriate revenue reports between ISUF and ISU, assist with transfer of gift funds to ISU, assist with monitoring gift fund use to ensure compliance with wishes of donor, ISUF policies and applicable laws.
2. Administrative support for ISUF gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to ISUF, assist with receipt of distributions from estates and trusts to ISUF.

B. All University employees who provide support services to the ISUF shall remain University employees under the direction and control of the University.

C. The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to the ISUF, the nature and location of which shall be in the University’s discretion. In addition, the University shall furnish office space and office equipment for use by the “loaned employees,” the nature and location of which shall be subject to agreement of the parties.

D. The ISUF will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to the ISUF pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University’s annual budget process, the University will prepare and present to the ISUF for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University’s fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the most recently signed Operating Agreement between the

University and the ISUF. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

IDAHO STATE UNIVERSITY

IDAHO STATE UNIVERSITY FOUNDATION

\_\_\_\_\_  
Brian Hickenlooper  
Interim Vice President  
Finance and Administration

\_\_\_\_\_  
Valerie Hoybjerg  
President

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

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

\_\_\_\_\_  
James A. Fletcher, Vice President  
Finance and Administration

\_\_\_\_\_  
Dr. H. Gene Hoge, President

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

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



**EXHIBIT "C"**

**Investment Policy**

## EXHIBIT “C”

## Idaho State University Foundation

## Policy V D Investments

## INVESTMENT POLICIES OF THE IDAHO STATE UNIVERSITY FOUNDATION

**Preamble**

It is the policy of the Board to treat all assets of the Idaho State University Foundation, including funds that are legally unrestricted, as if held by the Idaho State University Foundation in a fiduciary capacity for the sake of accomplishing its mission and purposes. The following investment objectives and directions are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state laws.

**Investment Assets**

For purposes of these policies, investment assets are those assets of the Idaho State University Foundation that are managed under Policies of the Investment Committee, available for investment in the public securities markets as stocks, bonds, cash, or cash equivalents, either directly or through intermediate structures. Illiquid assets are described in the Idaho State University Foundation's gift acceptance policies, and are governed by those rules and not by these investment policies.

**Supervision and Delegation**

The Board of the Idaho State University Foundation has adopted these policies and has formed an Investment Committee (the Committee), described below, to whom it has delegated authority to supervise the Idaho State University Foundation investments. The committee and its counselors will act in accord with this investment policy (hereinafter “policy”), and all applicable laws and state and federal regulations that apply to nonprofit agencies including, but not limited to, the Uniform Prudent Investors Act and the Uniform Management of Institutional Funds Act. The Board reserves to itself the exclusive right to amend or revise these policies.

**Investment Committee**

See Section 9.05 for a description of the Investment Committee responsibilities. shall be the responsibility of the Investment Committee to:

1. Supervise the overall implementation of the Idaho State University Foundation's investment policies by the Idaho State University Foundation's executive staff and outside advisors;
2. Monitor and evaluate the investment performance of the Idaho State University Foundation's funds;
3. Report at each regularly scheduled meeting of the Board on Foundation investment matters including financial performance;
4. Develop and annually update an investment policy, asset allocation strategies, risk-based

~~fund objectives, and appropriate investment management structures and provide the same to the Board;~~

~~5. Execute such other duties as may be delegated by the Board.~~

~~Whenever these policies assign specific tasks to the committee, the policies assume that the actual work will (or may) be performed by the Idaho State University Foundation's Finance Director or other designated staff members, subject only to the committee's overall supervision.~~

### **Investment Consultant, Advisors, and Agents**

The committee is specifically authorized to retain one or more investment advisors (advisors) as well as any administrators, custodians, or other investment service providers required for the proper management of the Idaho State University Foundation's funds. See Section 9.05 for further details.~~The committee may utilize an advisor as an investment consultant (consultant) to advise and assist the committee in the discharge of its duties and responsibilities. In that regard, a consultant may help the committee to:~~

- ~~1. Develop and maintain investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures;~~
- ~~2. Select, monitor, and evaluate investment advisors and/or investment entities;~~
- ~~3. Provide and/or review quarterly performance measurement reports and assist the committee in interpreting the results;~~
- ~~4. Review portfolios and recommend actions, as needed, to maintain proper asset allocations and investment strategies for the objectives of each fund; and,~~
- ~~5. Execute such other duties as may be mutually agreed.~~

~~In discharging this authority, the committee can act in the place and stead of the board and may receive reports from, pay compensation to, enter into agreements with, and delegate discretionary investment authority to such advisors. When delegating discretionary investment authority to one or more advisors, the committee will establish and follow appropriate procedures for selecting such advisors and for conveying to each the scope of their authority, the organization's expectations, and the requirement of full compliance with these policies.~~

### **Objectives**

The Idaho State University Foundation's primary investment objective is to preserve and protect its assets by earning a total return for each category of assets (a "fund"), which is appropriate for each fund's time horizon, distribution requirements, and risk tolerance.

### **Tax-Based Restrictions**

The Idaho State University Foundation is a charitable organization under § 501(c)(3) of the Internal Revenue Code. Consequently, its income is generally exempt from federal and state income tax with the exception of income that constitutes unrelated business taxable income (UBTI). The committee is to determine if a particular strategy or investment will generate UBTI, for which it may rely on advice of counsel. Since UBTI can be generated by leveraged investments (resulting in "debt-financed income"), the Idaho State University Foundation will not utilize margin, short selling, or other leveraged investment strategies unless the Investment Committee grants a specific exception. When granting exceptions, the committee must determine that the potential rewards outweigh the incremental risks and costs of UBTI. All

such exceptions shall be made in writing and shall be communicated to the Board as part of the next regular Investment Committee report.

### Reporting Requirements

1. Monthly — ~~The Committee Chair will have the option to~~ ~~The committee will~~ obtain written monthly custodial statements. Such statements should contain all pertinent transaction details for each account that holds all or a portion of any the Idaho State University Foundation investment funds. Each monthly statement should include

~~—~~ The name and quantity of each security purchased or sold, with the price and transaction date; and,

~~—~~ A description of each security holding as of month-end, including its percentage of the total portfolio, purchase date, quantity, average cost basis, current market value, unrealized gain or loss, and indicated annual income (yield) at market.

~~—~~ In addition, if not included in the custodial reports, the consultant and/or the investment advisor(s) should provide a report for each fund or portfolio showing the month-end allocation of assets between equities, fixed-income securities, and cash. The monthly review of custodial statements may be delegated to the Idaho State University Foundation accounting staff.

2. Quarterly — The committee should obtain from its investment consultant and/or investment advisors, a detailed review of the Idaho State University Foundation's investment performance for the preceding quarter and for longer trailing periods as appropriate. Such reports should be provided as to each fund and as to the Idaho State University Foundation investment assets in the aggregate. As to each fund, the committee should establish with its investment consultant and/or investment advisors the specific criteria for monitoring each fund's performance including the index or blend of indices that are appropriate for the objectives of each fund and for the investment style or asset class of each portfolio within a fund. The committee shall meet with the consultant to conduct such reviews to the extent it deems necessary.

3. Periodically — The committee should meet with its investment consultant at least annually to review all aspects of the Idaho State University Foundation's investment assets. Such a review should include

- ~~a) 1) Strategic asset allocation,~~
- ~~b) 2) Manager and investment entity performance,~~
- ~~c) 3) Investment management expenses,~~
- ~~d) Anticipated additions to or withdrawals from funds,~~
- ~~e) 4) Future investment strategies, and~~
- ~~f) 5) Any other matters of interest to the committee.~~

~~Date of Board Approval: June 18, 2015~~

Person responsible for the periodic review of policy ~~and if necessary submits proposed revisions~~

~~to Board for approval:~~ Investment Committee Chair

~~Date of Last Review~~

## Section 9 Committees

### Section 9.05 - Investment Committee

#### Investment Committee Job Description

##### 9.05.01 - Membership

The Investment Committee shall be comprised of the Board Chair, Ex Officio, three or more voting Board members appointed by the Board Chair, and others who may be appointed by the Board Chair who are non-voting. The Committee Chair shall be elected by the Investment Committee and must be a voting Board member unless an exception is granted by a vote of the Board. It shall be the responsibility of the Investment Committee to

- a. Prepare and update annually an investment plan that will contain the Investment Committee's policies, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures. The Plan will be presented and discussed with the Board annually.
- b. Supervise the overall implementation of the Idaho State University Foundation's investment policies by the Idaho State University Foundation's staff and outside advisors
- c. Monitor and evaluate the investment performance of the Idaho State University Foundation's funds
- d. Set performance goals for the portfolio.
- e. Follow closely the markets and their development.
- f. Follow new regulations and judicial interpretation of investment-related rules.
- g. Plan scenarios for unforeseen situations affecting invested assets.
- h. Consider all morally responsible investment concerns.
- i. Report on the Idaho State University Foundation investment matters to the Board at each Board meeting
- j. Grant exceptions as permitted in these policies and recommend changes in approved policy, guidelines, and objectives as needed
- k. Execute such other duties as may be delegated by the Board

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the April 13, 2018 Board of Director's meeting.

# Idaho State UNIVERSITY

ATTACHMENT 3

Idaho State University Foundation  
921 South 8th Avenue, Stop 8050 • Pocatello, Idaho 83209-8050

May 9, 2018

Arthur Vailas, Ph.D.  
President  
Idaho State University  
921 South 8th Ave. Stop 8310  
Pocatello, ID 83209-8410

Dear Dr. Vailas:

As required by Article II of the Operating Agreement between the University and the Foundation, I am informing you that the Idaho State University Foundation's Board approved certain changes to the Foundation's Bylaws. These changes consisted of changing the titles of certain Board officers, but it changed none of the responsibilities. As you know, the current text of our Core Organizational Documents (including the Bylaws) and Board Policies are available to the general public on the Foundation's portion of the University's website. You can find them at <https://isu.edu/foundation/about/policy-manual>. Article II also requests that the State Board of Education be notified of changes to Bylaws, so I have copied Mr. Matt Freeman, Executive Director of the State Board of Education, on this letter.

We very much appreciate the help that you, your staff and other University officials provided before we made these minor changes.

Sincerely,



Valerie Hoybjerg  
President  
Idaho State University Foundation

Copy:  
Matt Freeman, Esq.  
Executive Director  
Idaho State Board of Education



**CONSENT  
JUNE 21, 2018**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Amendment to annual contract for Eric Kiesau, Assistant Coach, Men's Football

**REFERENCE**

February 2018

The Idaho State Board of Education (Board) approved one-year contract with Eric Kiesau

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**ALIGNMENT WITH STRATEGIC PLAN**

Coach contracts are a non-strategic Board governance agenda item.

**BACKGROUND/DISCUSSION**

In February 2018, the Board approved an annual contract with Eric Kiesau as an assistant coach for football, terminating on February 28, 2019. Boise State University (BSU) is seeking to amend the agreement for the remainder of the contract term.

During the spring football season, the head coach determined a need for a passing coach and decided that Coach Kiesau should serve in that role. Upon Board approval, Kiesau will take on additional duties as the passing game coordinator on the offensive side of the ball and his salary will be increased by \$10,000 per year.

**IMPACT**

No state funds are used and these amounts are paid only from program revenues, media, donations and other non-state funds. Terms are as follows: base salary will be increased by \$10,000 for the year (prorated; approximately \$7,000 for the remainder of the current term of the contract)

**ATTACHMENTS**

- Attachment 1 – 2012-2016 APR Summary
- Attachment 2 – Base Salary Comparison for assistants
- Attachment 3 – Proposed Contract Amendment for Eric Kiesau
- Attachment 4 – Redline of Proposed Contract to Approved Contract
- Attachment 5 – Kiesau Maximum Compensation Calculation
- Attachment 6 – Coach Contract Checklist

**STAFF COMMENTS AND RECOMMENDATIONS**

Board approval of athletic director and coach employment agreements is required when the maximum potential annual compensation amount, including bonuses, is equal or greater to \$200,000 and/or the term of the contract exceeds



**CONSENT**  
**JUNE 21, 2018**

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three years. The proposed amendment falls under the first (annual salary amount) criterion. Prorated increase for the duration of the one-year contract is less than \$10,000.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to amend its single year employment agreement with Eric Kiesau as proposed, commencing after Board approval and terminating on February 28, 2019, at a base salary of \$220,000 and supplemental compensation provisions, as presented in Attachment 3.

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

**BOISE STATE UNIVERSITY**

Football APR History and National Percentile Rank

**SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES**

	2012-13	2013-14	2014-15	2015-16
<b>Football</b>	980	977	991	968
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>70-80</i>	<i>80-90</i>	<i>50-60</i>

**REPORT YEAR**

Raw Score for single year

*Percentile Rank for Sport*

**MULTI-YEAR (4-Year Rolling Average)**

<b>Football</b>	988	981	982	976
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**Mountain West Conference Football Salary Breakdown**

School	Air Force	Boise State	Colorado State	Fresno State	Hawaii	Nevada	New Mexico	San Diego State	San Jose State	UNLV	Utah State	Wyoming
Offensive Coordinator	Jake Campbell	Zak Hill	Will Friend	Kalen DeBoer	Brian Smith	Matt Mumme	Bob DeBesse	Jeff Horton	Andrew Sowder	Barney Cotton	Davis Yost	Brent Vigen
Offensive Coordinator Salary	NA	\$300,000	\$534,450	\$206,664	\$203,688	\$185,400	\$226,750	\$222,176	\$206,004	\$222,833	\$103,600	\$300,000
Defensive Coordinator	Matt Weikert	Andy Avalos	Marty English	Orlando Steinauer	Lawrence Suilaunoa	Jeff Casteel	Kevin Cosgrove	Daniel Gonzales	Derrick Odum	Kent Baer	Frank Maile	Scottie Hazleton
Defensive Coordinator Salary	NA	\$335,000	\$229,050	\$359,600	\$203,688	\$231,750.00	\$201,250	\$192,416	\$404,136	\$223,000	\$234,780	\$230,004
Assistant Coach Name 3	Ben Miller	Jeffrey Popovich	Bryan Applewhite	Bert Watts	Kefense Hynson	Eric Scott	Scott Baumgartner	Bobby Hauck	Will Harris	Travis Burkett	Kendrick Shaver	Pete Kalligis
Assistant Coach Salary	NA	\$200,000	\$147,610	\$154,800	\$165,000	\$103,000.00	\$132,775	\$215,800	\$100,008	\$128,750	\$234,780	\$150,000
Assistant Coach Name 4	Tim Cross	Lee Marks	Joe Cox	Jamie Christian	Sean Duggan	Jason Kaufasi	Apollo Wright	Zach Arnett	Kevin Cummings	Dave Lockwood	Jovon Bouknight	Michael Bath
Assistant Coach Salary	NA	\$175,000	\$105,000	\$179,800	\$165,000	\$103,000.00	\$166,250	\$140,256	\$100,008	\$131,000	\$178,681	\$150,000
Assistant Coach Name 5	Ron Vanderlinden	Gabe Franklin	Terry Fair	Kirby Moore	Craig Stutzmann	David White	Saga Tuitele	Blaine Morgan	Joe Bernadrri	John Garrison	Steve Farmer	Jake Dickert
Assistant Coach Salary	NA	\$210,000	\$147,610	\$109,800	\$165,000	\$103,000	\$171,250	\$178,728	\$124,000	\$196,200	\$127,681	\$150,000
Assistant Coach Name 6	Bart Miller	Eric Kiseau	Alvis Whitted	J.D. Williams	Chris Naeole	Timmy Chang	Stan Eggen	Ernie Lawson	Joe Seumalo	Cedric Cormier	Julius Brown	Mike Grant
Assistant Coach Salary	NA	\$220,000	\$157,790	\$154,800	\$165,000	\$103,000.00	\$152,650	\$142,756	\$111,000	\$126,123	\$127,681	\$150,000
Assistant Coach Name 7	Steed Lobotzke	Kent Riddle	Jamie Byrant	Ryan Grubb	Mayur Chaudhari	Courtney Viney	Al Simmons	Mike Schmidt	Ryan Gunderson	Tony Samuel	Mark Tommerdahl	AJ Cooper
Assistant Coach Salary	NA	\$290,000	\$151,350	\$128,604	\$165,000	\$103,000.00	\$161,250	\$179,928	\$123,804	\$126,072	\$140,000	\$150,000
Assistant Coach Name 8	Mike Thiessen	Brad Bedell	Rick Logo	Jamar Cain	Abe Elimimian	Tommy Perry	Clay Davie	Tony White	Bojay Filimoteua	Andy LaRussa	Stacy Collins	Scott Fuchs
Assistant Coach Salary	NA	\$250,000	\$188,330	\$123,804	\$165,000	\$103,000	\$91,250	\$192,216	\$100,008	\$185,694	\$127,681	\$180,000
Assistant Coach Name 9	John Rudzinski	Chad Kauhaahaa	Ronnie Letson	Scott Thompson	Jacob Yoro	Matt Kirk	Jordan Peterson	Hunkie Cooper	Alonzo Carter	Ron O'Dell	Luke Wells	John Richardson
Assistant Coach Salary	NA	\$225,000	\$203,600	\$109,800	\$165,000	\$100,000.00	\$149,500	\$180,028	\$111,000	\$127,333	\$178,681	\$100,008
Assistant Coach Name 10	Unknown	Spencer Danielson	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Assistant Coach Salary	NA	\$80,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

\*Salaries updated on 1/2/18 from 16-17 school year data, except BSU salaries with current approval of new contracts in April 2018.

## AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment (the “Amendment”) amends the Employment Agreement (the “Agreement”) entered into on February 15, 2018 by and between Boise State University (“the University”), and Eric Kiesau (“Coach”).

1. Section 1.1 shall be amended to provide as follows:

Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Passing Game Coordinator and Assistant Coach (the “Position”) of its intercollegiate Football team (the “Team”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

2. Section 1.3 Shall be amended to provide as follows:

Duties. Coach shall serve as the Passing Game Coordinator and Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

3. The base salary in Section 3.1.1.a shall be amended to be \$220,000.

Except as provided in this Amendment, the terms and conditions of the Agreement remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have executed this Amendment freely and agree to be bound hereby as of the date approved by the Board.

UNIVERSITY

COACH

\_\_\_\_\_  
Curt Apsey, Director of Athletics

\_\_\_\_\_  
Eric Kiesau

\_\_\_\_\_  
University President

Approved by the Board of Trustees on the \_\_\_\_\_ day of June, 2018.

## EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this \_\_\_\_ day of ~~June~~February, 2018 (“Effective Date”) by and between Boise State University (“the University”), and Eric Kiesau (“Coach”).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Passing Game Coordinator and Assistant Coach (the “Position”) of its intercollegiate Football team (the “Team”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Passing Game Coordinator and Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

## ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An base salary in the amount of \$2240,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

## 3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

### 3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

### 3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps (“Camps”) on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach’s

capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interest to the University in accordance Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach



is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher

education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director or the Head Coach's or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which Coach was employed.

## 5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

## 5.3 Termination due to Disability or Death of Coach.

5.3.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.

5.3.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.3.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.4 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.5 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.6 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the Director and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 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 therefor, 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 (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
Office of the President  
1910 University Drive  
Boise, Idaho 83725-1000

Coach:                                  Eric Kiesau  
Last known address on file with  
University's Human Resource Services

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

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Curt Apsey, Director of Athletics

\_\_\_\_\_  
Eric Kiesau

| \_\_\_\_\_  
University~~Dr. Robert Kustra~~, President

| Approved by the Board of Trustees on the \_\_\_\_ day of June~~February~~, 2018.

## Coach Eric Kiesau Maximum Compensation Calculation - 2018-2019

		Yr 1
3.1.1a	Annual Base Salary	\$ 220,000.00
3.1.1b	One-Time Bonus	\$ 10,000.00
	<i>*Paid in April 2018 with Feb 2018 approved contract</i>	
3.2.1	Additional Pay based on Performance	\$ 31,500.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 266,500.00



# IDAHO STATE BOARD OF EDUCATION

## Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval\*

[\* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$200,000 or higher. See Board Policy II.H.]

**Institution:** Boise State University

**Name of employee and position:** Eric Kiesau – Assistant Football Coach

**Date of submission to State Board Office:** May 18, 2018

**Proposed effective date of employment agreement:** After Board Approval

- ☒ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- ☒ The proposed contract has been reviewed by institution general counsel

**Supporting Documents (Check and attach all that apply):** [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- ☒ A summary of all supplemental **compensation incentives**
- ☒ Quantification of the **maximum potential annual compensation** (i.e. base salary plus maximum incentive pay)
- ☒ **Employment agreement—clean version**
- ☐ **Employment agreement—redline version** comparing contract to Board-approved **model** contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- ☒ **Employment agreement—redline version** (for current coaches receiving new contracts) comparing proposed employment agreement to **current** agreement
- ☒ In the case of NCAA institutions, a 4-year history of the institution's **Academic Progress Rate** (APR) raw scores and national average APR scores for the applicable sport.
- ☒ A schedule of **base salaries and incentive payments** of all other same sport coaches in the institution's conference
- ☐ Documentation/description of how the institution determined the proposed **liquidated damages** amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

**Point of contact at Institution (phone number, email address):** Texie Montoya, 426-1231, [texiemontoya@boisestate.edu](mailto:texiemontoya@boisestate.edu)

**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Faculty Rank and Promotion – Bill Hayne

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section: II.G.

**ALIGNMENT WITH STRATEGIC PLAN**

This request aligns with the objective of the institution to honor and acknowledge the efforts of those who have demonstrated exceptional scholarship.

**BACKGROUND/DISCUSSION**

For more than 23 years, Bill Hayne has faithfully and effectively served Lewis-Clark State College and its students as an instructor in the Teacher Education Division. Because he does not hold a terminal degree, he has not had the opportunity to advance in rank even though his teaching, scholarship and service have been outstanding.

Lewis-Clark State College requests an exception to advance Mr. Hayne to the rank of Assistant Professor, with opportunity for continuing advancement in rank as per institutional policy.

**IMPACT**

Lewis-Clark State College believes granting this exception is well within both the letter and spirit of SBOE Policy II.G.1.d.iv given the exceptional nature of Mr. Hayne's service as a leader and instructor on the LCSC campus and the quality of his contributions to various causes in Lewiston and the State of Idaho.

**STAFF COMMENTS AND RECOMMENDATIONS**

This request conforms to the requirements established in Board Policy II.G. This faculty member is highly deserving of this action. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Lewis-Clark State College to advance Bill Hayne to the rank of Assistant Professor, with opportunity for continuing advancement in rank as per institutional policy.

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

**CONSENT  
JUNE 21, 2018**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

NIKE, Inc. Agreement – Amendment

**REFERENCE**

April 2012	Idaho State Board of Education (Board) approved a six-year multi-sport product supply and sponsorship agreement with NIKE, Inc.
October 2013	Board approved extension to agreement with NIKE, Inc.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective C: Access

**BACKGROUND/DISCUSSION**

Boise State University (BSU) seeks approval to extend its current multi-sport product supply and sponsorship agreement with NIKE, Inc. through June 30, 2025.

The contract extension will ensure that BSU Athletics remains an all-NIKE program. Continued use of NIKE, Inc. as the exclusive uniform, equipment and sideline apparel provider for the athletics program is both a compliment to the program and a major recruiting tool for student-athletes.

Contract terms will continue to apply to all varsity sports under one agreement. NIKE, Inc. will provide equipment and apparel for all varsity sports, coaches and the athletics' department as stated in the existing agreement. An increase to the annual product allotment under the proposed amendment is outlined below.

**IMPACT**

A breakdown of the annual product allotment under the proposed agreement follows:

Year 1 (2018-2019)	\$1,275,000
Year 2 (2019-2020)	\$1,860,000
Year 3 (2020-2021)	\$1,850,000
Year 4 (2021-2022)	\$1,850,000
Year 5 (2022-2023)	\$1,900,000
Year 6 (2023-2024)	\$1,950,000
<u>Year 7 (2024-2025)</u>	<u>\$2,000,000</u>
<b>Total</b>	<b>\$12,685,000</b>

**CONSENT**  
**JUNE 21, 2018**

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Under the proposed amendment, BSU will also receive an additional \$750,000 in cash compensation upon execution of the agreement. The agreement also guarantees a BSU student a summer internship with Nike annually for the duration of the agreement.

**ATTACHMENTS**

Attachment 1 – Proposed Amendment  
Attachment 2 – Base Agreement

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy V.I.3.a. requires Board approval of purchases of personal property or contracts for professional services in excess of \$1,000,000. The Sixth Amendment to the Boise State University – NIKE All-Sport Agreement extends the original term of the agreement from June 30, 2017 to June 30, 2025 and provides for payment of \$750,000.00 upon execution and additional yearly consideration in the form of NIKE products. As noted by the institution, a paid NIKE summer internship will also be offered to a BSU student. Boise State University may nominate up to two candidates per year for consideration of this internship and is guaranteed at least one intern during the term of this contract.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to extend its multi-sport product supply and sponsorship agreement with NIKE, Inc. for an additional two years, as outlined herein.

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

## SIXTH AMENDMENT TO BOISE STATE UNIVERSITY – NIKE ALL-SPORT AGREEMENT

This Sixth Amendment to the Boise State University – NIKE All-Sport Agreement (this “Amendment”) is made and entered into effective \_\_\_\_\_, 2018 by and between Boise State University (“UNIVERSITY”), and NIKE USA, Inc. (“NIKE”). Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Agreement (as defined below).

### RECITALS

WHEREAS, NIKE and UNIVERSITY entered into the Boise State University – NIKE All-Sport Agreement, effective August 1, 2011 (the “2011 Agreement”), pursuant to which NIKE agreed to provide cash compensation and NIKE products to UNIVERSITY and UNIVERSITY agreed to provide NIKE with certain rights and benefits;

WHEREAS, NIKE and UNIVERSITY entered into five amendments to the 2011 Agreement, including: a letter amendment dated June 25, 2013; a letter amendment dated February 13, 2014; a letter amendment dated May 1, 2015; a letter amendment dated April 27, 2018, and a letter amendment dated May 22, 2018 (the 2011 Agreement collectively with the amendments shall be referred to herein as the “Agreement”); and

WHEREAS, NIKE and UNIVERSITY desire to extend and further amend the Agreement in accordance with the terms and conditions in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth in this Amendment, the parties hereby agree to amend the Agreement as follows:

1. The definition of “Covered Programs” in Paragraph 1(g) is amended to add Baseball and Beach Volleyball and delete Wrestling.
2. The definition of “Products” in Paragraph 1(n) is amended to delete golf balls from subsection (4), batting helmets from subsection (5) and deleting and replacing subsection (6) in its entirety with “(6) Reserved”.
3. The “Term” of the Agreement set forth in Paragraph 2 is extended six additional Contract Years through June 30, 2025.
4. Paragraph 3(b) is amended by replacing Schedule A with the attached Schedule A.
5. The table in Paragraph 6(a) is amended by changing the Annual Product Allotment for the 2018-19 Contract Year and adding the 2019-25 Contract Years as follows:

Contract Year 2018-19	\$1,275,000
Contract Year 2019-20	\$1,860,000
Contract Year 2020-21	\$1,850,000
Contract Year 2021-22	\$1,850,000
Contract Year 2022-23	\$1,900,000
Contract Year 2023-24	\$1,950,000
Contract Year 2024-25	\$2,000,000

The maximum carry-over of One Hundred Thousand Dollars (\$100,000) of unordered Annual Product Allotment permitted by UNIVERSITY as set out in Paragraph 6(a) shall apply to each additional Contract Year through Contract Year 2023-24, subject to the conditions in Paragraph 6(a).

6. The following shall be added as a new Paragraph 6(c):

“NIKE shall guarantee one summer internship to a UNIVERSITY student during the Term of this Agreement. Such intern will be selected by NIKE from among candidates nominated by the UNIVERSITY, each of whom must meet NIKE’s minimum standards for consideration and selection. UNIVERSITY may submit up to two (2) student recommendations each Contract Year for NIKE’s consideration. As consideration for such position, the participating student shall receive a salary at NIKE’s prevailing rate of pay for such position. NIKE shall be solely responsible for complying with all federal and state wage, tax withholding and reporting obligations for any salary paid to such student hereunder. Students applying for intern positions must comply with all timelines and other procedures established by NIKE.”

7. Paragraph 8(a) is amended by deleting subparagraph (vi) and (vii).
8. The table in Paragraph 9(a) is amended by changing the annual Base Compensation for the 2018-19 Contract Year to \$0.
9. Paragraph 9(a) is amended to delete the paragraph following the table in 9(a) and replace it with the following:  

“NIKE shall pay UNIVERSITY a one-time payment of \$750,000 to be paid within 30 days of full execution of this Amendment (the “Advance”). All payments of Base Compensation, including the Advance, remain subject to the terms and conditions of this Agreement (e.g., any applicable prorations, reductions, etc.). For purposes of determining any annualized or annual scheduled Base Compensation, the Advance will be prorated equally over Contract Years 2018-25 and, in the event of any proration or reduction, NIKE shall have the right to receive from UNIVERSITY reimbursement for any Base Compensation paid in excess of what UNIVERSITY would be entitled if Base Compensation had not been advanced for any applicable Contract Year.”
10. Paragraph 15(a) is amended to change the Exclusive Negotiating End Date to May 1, 2024.
11. Paragraph 15(b) is amended to change the reference to June 30, 2019 to June 30, 2025.

Except as modified above, all other terms and conditions of the Agreement shall remain in full force and effect, and this Amendment shall be exercised consistent with the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the last date written below.

BOISE STATE UNIVERSITY

NIKE USA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**SCHEDULE A****Pre-Existing Agreements**

<b>PROGRAM</b>	<b>SUPPLIED PRODUCT</b>	<b>SUPPLIER NAME</b>	<b>CONTRACT EXPIRATION</b>
Softball	Bats, helmets, mitts/gloves, balls	Louisville Slugger	7/31/20/19
Beach & Indoor Volleyball	Balls	Molton	1/31/2021
Swimming	Swimwear, pool training products	Arena	7/31/2019

**BOISE STATE UNIVERSITY – NIKE ALL-SPORT AGREEMENT**

THIS IS AN AGREEMENT made and entered into by and between Boise State University, having its principal administrative office at 1910 University Drive, MS 1020, Boise, ID 83725 ("UNIVERSITY"), and NIKE USA, Inc. (a wholly-owned subsidiary of NIKE, Inc.), an Oregon corporation having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453 ("NIKE").

**WITNESSETH**

WHEREAS, UNIVERSITY, from and on its Boise State Campus, fields and maintains nationally recognized intercollegiate athletic teams (and retains the coaches and staff in connection therewith) and owns names, nicknames, mascots, trademarks, service marks, logographics, UNIVERSITY colors when used in combination with other identifiable UNIVERSITY indicia and/or symbols, and other recognized reference to UNIVERSITY or its intercollegiate athletic programs; and

WHEREAS, NIKE is a sports and fitness company engaged in the manufacture, distribution and sale of athletic and athleisure footwear, apparel and related accessories, and desires to support UNIVERSITY and its intercollegiate athletic programs (as described below).

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, it is agreed as follows:

**1. DEFINITIONS.**

As used in this Agreement, the terms set forth below shall be defined as follows:

- (a) "Athletic Department" or "Department of Athletics" shall mean UNIVERSITY's Boise State Campus ("Campus") Athletic Department.
- (b) "Athletics Web Sites" shall mean <http://www.broncosports.com/> or any successor web site thereto and any other now existing or hereafter created official web site owned and/or controlled by the Athletic Department but specifically excluding, without limitation, [www.boisestate.edu](http://www.boisestate.edu) or any successor web site thereto.
- (c) "Coach" shall mean an individual in the employ of, and while employed by, UNIVERSITY during the term of this Agreement to act as a head coach of a Covered Program.
- (d) "Coach Properties" shall mean the Coach's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image, and any other means of identification used by such Coach in connection with the promotion of the UNIVERSITY-NIKE sponsorship and in accordance with the terms of this Agreement.
- (e) "Conference" shall mean the Mountain West Conference and such other intercollegiate athletic conferences of which UNIVERSITY is a member and in which a Covered Program competes.
- (f) "Contract Year" shall mean each consecutive twelve (12) month period from August 1 through July 31 during the Term of this Agreement; except that the Sixth Contract Year shall be the period from August 1, 2016 until June 30, 2017.
- (g) "Covered Program(s)" shall mean any and all NCAA Division I varsity intercollegiate athletic teams that are fielded by UNIVERSITY during the Term from and on the Campus which, as of the date of this Agreement, include: football; basketball (men's and women's); cross country (men's and women's); golf (men's and women's); softball; soccer (women's); swimming & diving (women's);



wrestling; track & field (men's and women's); gymnastics (women's); tennis (men's and women's); and volleyball (women's), and such other varsity programs as may be added by UNIVERSITY during the term of this Agreement. For purposes of this Agreement, the term shall also include the UNIVERSITY's official cheer and dance squads.

- (i) "Internet" shall mean a global network of interconnected computer networks or other devices which is used to transmit Internet Content that is directly or indirectly delivered to a computer or other device for display to a user thereof, whether such Internet Content is delivered through on-line browsers, off-line browsers, "push" technology, electronic mail, broadband distribution (whether cable, DSL or otherwise), satellite, telephony, wireless or any other means whether now known or hereafter created.
- (j) "Internet Content" shall mean text, graphics, photographs, film, video, audio and/or other data or information associated with the Internet.
- (k) "Athletic Department-controlled Content" shall mean text, graphics, photographs, film, video, audio and/or any other data, materials or information (e.g., statistics, biographical profiles, archival materials, etc.) of a public nature and relating to any and all Covered Programs to the extent or owned and controlled by Athletic Department.
- (l) "NCAA" shall mean the National Collegiate Athletic Association.
- (m) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent company NIKE, Inc., their licensees, distributors, subsidiaries and any successor company.
- (n) "Products" shall mean:
  - (1) all athletic and athletically inspired or derived footwear that members of any of Team, Coaches and/or Staff wear while participating in a Covered Program Activity;
  - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, "base-layer" apparel (i.e., compression/tight gear including padded and non-padded compression products) and similar apparel, activewear, thermal wear, and performance undergarments (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear while participating in a Covered Program Activity;
  - (3) all other apparel articles of an athletic nature including but not limited to polo shirts, golf shirts, tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic nature, including but not limited to headwear (other than protective headwear), headbands, wristbands, carrying and equipment bags, socks, hand-towels (e.g., quarterback on-field hand-towel), receiver's and linemen's gloves, weight training gloves, golf gloves, sleeves (e.g., single or double arm protective sleeves), batting gloves, weight training gloves, elbow and knee pads that members of any Team, Coaches and/or Staff wear or use while participating in a Covered Program Activity;
  - (4) footballs, men's basketballs, women's basketballs, soccer balls, volleyballs, and golf balls;

- (5) batting helmets, softball equipment bags (subject to Paragraph 8(a));
  - (6) golf bags, golf travel bags, golf clubs, and club head covers (subject to Paragraph 8(a));
  - (7) protective eyewear as may be worn during Covered Program Activities (e.g., football face mask eyeshields), eyewear with performance attributes and sunglasses;
  - (8) Dynamic Athletic Training equipment (e.g., parachutes, power bands, agility webs, speed ladders, power and quick react balls, etc.) and such other sports equipment as NIKE may add to its Product lines at any time during the term of this Agreement and subject to the provisions of Paragraph 16 below; provided, however, that the UNIVERSITY'S Covered Programs may continue to use such equipment in its possession upon the effective date of this Agreement;
  - (9) body-worn (or handheld) activity tracking/monitoring devices (e.g., heart rate monitors, pedometers, etc.) and/or performance or fitness improvement and/or activity enhancing electronic or digital devices including, but not limited to, watches (GPS and non-GPS enabled) and performance tracking monitors (collectively, "Fitness Devices"), subject to Paragraph 28(a)(5); and
  - (10) other sports equipment as NIKE may add to its Product lines at any time during the Term of this Agreement as further described herein.
- (o) "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Brand Jordan, Converse, Umbro, SPARQ) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
  - (p) "NIKE Web Sites" shall mean [www.nike.com](http://www.nike.com), [www.nikebiz.com](http://www.nikebiz.com) or any successor web site thereto and any other now existing or hereafter created web site owned and/or controlled by a NIKE Group.
  - (q) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ball persons, etc.) employed by UNIVERSITY during the Term of this Agreement to provide services to any Covered Program.
  - (r) "Team" shall mean that group of athletes attending the Boise State Campus of UNIVERSITY during the Term of this Agreement and then comprising the roster of each Covered Program.
  - (s) "UNIVERSITY Marks" shall mean the identifications Boise State University, the nickname "Broncos" (as it relates to the University) and those marks set forth on Exhibit A attached hereto and incorporated herein by reference and which may be amended from time-to-time as mutually agreed.
  - (t) "Covered Program Activity" shall mean the official games, practices, exhibitions, events and public appearances of a Covered Program, in which a Team member, Coach and/or Staff member appears as an official representative of the UNIVERSITY.
  - (u) "Digital Features" shall mean digital content or applications whether or not used in conjunction with a NIKE Product (e.g., an add-on Nike+ or a mobile device

application), designed to improve, encourage, support or inspire performance, fitness and/or activity.

- (v) "Activity Based Information" shall mean performance and/or activity information/data digitally collected from the Teams or Team members during competition, training or other activities, including, but not limited to, speed, distance, vertical leap height, maximum time aloft, shot attempts, ball possession, heart rate, running route, etc.
- (w) "Dynamic Athletic Rating" shall mean any rating, testing, system or other method (including without limitation applications (e.g., on the Apple OS platform or Android platform operated devices) and video) of measuring, assessing or comparing athletic performance, athletic ability or athleticism (including without limitation athletic sensory performance such as vision).
- (x) "Dynamic Athletic Training" shall mean training programs, exercises, systems or other training methods designed to develop or improve an individual's athletic ability, athletic performance or athleticism (including without limitation athletic sensory performance such as vision).
- (y) "Celebration Apparel" shall mean a product (e.g., T-shirts or caps) bearing UNIVERSITY Marks which is designed to commemorate the UNIVERSITY's victory in an applicable championship (e.g., victory in a bowl game, tournament or national championship) which is commonly worn by Team members, Coaches and Staff immediately following the event on-field/on-court, in the locker room, and/or at a UNIVERSITY-sponsored celebration of the championship, and also includes any replica item of apparel which thereafter is made available for sale to the public.

## 2. TERM.

This Agreement shall remain in full force and effect for a period of six (6) Contract Years, from August 1, 2011 through June 30, 2017, unless sooner terminated in accordance with the terms of this Agreement (the "Term").

## 3. GRANT OF SPONSORSHIP RIGHTS, PRE-EXISTING AGREEMENTS.

In consideration of the Products to be supplied, and favorable pricing and purchase credit offered to UNIVERSITY as an educational institutional benefit by NIKE under this Agreement:

- (a) UNIVERSITY hereby grants to NIKE, and NIKE hereby accepts, (i) the designation as "the exclusive athletic footwear, apparel and accessories sponsor of Boise State University Athletics", "the official athletic footwear and apparel sponsor of (each Covered Program)", the "official athletic footwear sponsor of (each Covered Program)" and/or such similar designations as the parties may agree upon in writing (collectively, the "Designations"); and (ii) the non-exclusive right to utilize (subject to the approval and other provisions of Paragraph 13 and Paragraph 14 below) the UNIVERSITY Marks, the Coach Properties, the Designations and/or Activity Based Information in Digital Features, worldwide, in any media now known or hereafter created (including, without limitation, the Internet and mobile technologies) in connection with the manufacture, advertising, marketing, promotion and sale of NIKE Products and Digital Features, provided that such Digital Features branded with UNIVERSITY Marks may require a separate licensing agreement between NIKE and UNIVERSITY or its designated licensing agent. Such rights shall specifically include, but shall not be limited to, the following:

- (1) The exclusive right to supply Products for the Covered Programs and to use the Designations as described herein;
  - (2) The non-exclusive right to design, manufacture, market, and sell Products and Digital Features bearing or incorporating UNIVERSITY Marks (subject to Paragraph 4 below), and, with the prior written approval of the UNIVERSITY, to conduct promotions with and through NIKE retail accounts and over the Internet.
- (b) NIKE acknowledges that UNIVERSITY is a party to pre-existing contracts with respect to product supply as set forth on Schedule A.

UNIVERSITY represents that set forth on Schedule A hereto is, to the knowledge of the UNIVERSITY's Athletic Director, a true and complete listing of the supplied product and the expiration date of such contract. The parties hereto agree that upon the expiration date of such contract, the subject Products, program (and any Coach thereof, subject to expiration of any relevant personal services agreement) shall be deemed subject to all terms and conditions of this Agreement for the balance of the Term provided NIKE matches the complimentary product quantities and qualities that UNIVERSITY had then been receiving under the scheduled pre-existing contracts.

- (c) Celebration Apparel. The license rights granted by the UNIVERSITY to NIKE do not extend to the manufacture and/or sale of Celebration Apparel. Upon learning of the need for Celebration Apparel for a Covered Program in a given Contract Year, the UNIVERSITY shall inform NIKE of its need for such Celebration Apparel. If NIKE does not agree to supply the Celebration Apparel for the Covered Program in that Contract Year as specified by the UNIVERSITY within five (5) business days after receiving the notice from UNIVERSITY, UNIVERSITY may enter into an agreement with a third-party to supply such Celebration Apparel provided (i) such third-party is not also engaged in the manufacture or sale of athletic footwear, and (ii) UNIVERSITY shall use its best efforts to ensure that any Celebration Apparel provided to Team members, Coaches or Staff for their immediate post-game wear or use (or for any official victory celebration either immediately post-game or upon return to the UNIVERSITY campus) shall not bear any camera-visible brand or manufacturer identification incorporated within either the garments graphic design, labels, hangtags or otherwise. If NIKE agrees to provide the Celebration Apparel, it shall have the exclusive right to be the official supplier of the Celebration Apparel for that Covered Program in that Contract Year and the non-exclusive right and license to manufacture and sell such Celebration Apparel. In the event that any Celebration Apparel is controlled by the NCAA, Conference or a bowl sponsor/organizer and the UNIVERSITY's use of such Celebration Apparel is made a condition of participation in a bowl game or other event or is made a material part of any agreement to participate in the bowl game or other event, then the UNIVERSITY shall have the right to use such Celebration Apparel. To the extent possible, UNIVERSITY agrees to use its best efforts to ensure that any Celebration Apparel required by the NCAA, Conference or event sponsor/organizer shall not bear the marks of any Competitor.

#### 4. RETAIL LICENSING RIGHTS.

UNIVERSITY (or its designated licensing agent, currently the Collegiate Licensing Company "CLC"), and NIKE shall enter into and maintain in full force and effect during the Term, a manufacturers and sale license (on the UNIVERSITY's standard terms and conditions except as expressly described below to the contrary):

- (a) Extending to NIKE (and its brands, e.g., Brand Jordan, Converse and Umbro), coterminous with this Agreement, the exclusive right (subject to pre-existing contracts) to use the UNIVERSITY Marks to manufacture and sell domestically at retail, and in any and all channels, all jersey silhouettes (e.g., authentic, alternative jerseys, replica jerseys, throwback jerseys, etc.) for all Covered Programs (e.g., football, basketball, etc.) at a fixed royalty rate of fourteen percent (14%), and such minimum royalty guarantees to be agreed upon by the parties, if any. If at any time during the Term, NIKE (or its licensee), (i) fails or ceases to manufacture any of the foregoing Licensed Product (as defined below) categories, or (ii) is unable to timely supply any of the foregoing Licensed Product categories (e.g., "hot market"), then UNIVERSITY shall have the right, subject to prior approval by NIKE, not to be unreasonably withheld or delayed, to grant an alternative licensee the right to manufacture and distribute such applicable Licensed Product(s) that do not bear any externally visible manufacturer/maker identification and provided they are not sourced from any manufacturer of athletic footwear and provided further that UNIVERSITY shall cease utilizing such alternative licensee(s) upon written notice from NIKE that it is willing and able to manufacture and distribute the applicable Licensed Product categories. Notwithstanding the exclusivity described in this Paragraph, UNIVERSITY shall be permitted to continue its existing non-exclusive license with Tiedman and Formby for the right to make throwback jerseys featuring UNIVERSITY Marks, provided that any throwback jerseys produced by Tiedman and Formby (i) shall not depict NIKE branding or any manufacturer's branding, and (ii) shall be substantially different in construction, fabrication and decoration from the jersey silhouettes produced by NIKE. The parties agree that the throwback jerseys featuring UNIVERSITY Marks currently distributed by Tiedman and Formby are substantially different from the jersey silhouettes that will be manufactured by NIKE, and that future throwback jerseys manufactured by Tiedman and Formby will be at least as different from the jersey silhouettes produced by NIKE as the current throwback jerseys permitted hereunder are.
- (b) Extending to NIKE (and its brands, e.g., Brand Jordan, Converse and Umbro), the non-exclusive right to use the UNIVERSITY Marks to manufacture and sell at retail, and in any and all channels, polo shirts, golf shirts, T-shirts, fleece tops and separates and such other Products as NIKE may from time-to-time reasonably request be added under the license, at a fixed royalty rate of ten percent (10%), or the then-current royalty rate as apply to other licensees on a most favored nation basis, and such minimum royalty guarantees as may be agreed upon by the parties, if any.

The Products licensed for retail sale pursuant to this Paragraph 4, collectively, "Licensed Products", and the retail license UNIVERSITY causes to be extended hereunder, the "Retail License".

If necessary, UNIVERSITY agrees to take any necessary steps to ensure that the terms of the contract between UNIVERSITY and CLC are consistent with the terms of this Agreement. In the event of any conflict, however, the terms and conditions of this Agreement shall control and prevail over the terms and conditions of the UNIVERSITY's contract with CLC. The termination or expiration of the UNIVERSITY's contract with CLC will have no effect upon this Agreement.



## 5. INTERNET RIGHTS.

Each Contract Year, UNIVERSITY shall, and without limiting any other rights granted hereunder, provide NIKE with the following benefits in connection with the Internet:

- (a) Such sponsor acknowledgement rights or benefits with regard to the Athletics Web Site as are consistent with those that UNIVERSITY has granted to other top tier commercial, UNIVERSITY sponsors or licensees, and UNIVERSITY represents that with regard to the Athletics Web Site, it shall not treat NIKE less favorably than any other top tier commercial sponsor or commercial entity to which UNIVERSITY has granted any sponsor acknowledgement rights with respect to the Athletics Web Site, subject to any agreements entered into by the then Conference(s) of UNIVERSITY.
- (b) In addition to the foregoing, if requested, NIKE will receive the opportunity, as is consistent with those that UNIVERSITY has granted to other commercial UNIVERSITY sponsors or licensees, to create a link from the Athletics Web Site to a NIKE Web Site. The appearance, location and size of the acknowledgement and the link shall be subject to final determination by UNIVERSITY and in accordance with UNIVERSITY policy, and any applicable Conference policies.
- (c) The UNIVERSITY reserves the right to de-link at any time when it determines in its sole discretion that the site to which the link is connected violates UNIVERSITY policy, mission, or goals.

## 6. NIKE'S PRODUCT CONSIDERATION.

In partial consideration for the rights granted under this Agreement:

- (a) Each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE, and receive, the below-indicated amounts of NIKE Product for use by (or in connection with) the Covered Programs, clinics, camps, Coaches, Staff and such other purposes as UNIVERSITY and/or the Director of Athletics may deem appropriate to support the relationship between the parties. The aggregate retail value of supplied product that Athletic Department may order for each Contract Year shall be as set forth in the table below (each, an "Annual Product Allotment"). Such NIKE Products shall include, but shall not be limited to, game and practice uniforms, competition balls, and footwear for use by the Covered Programs.

1st Contract Year (2011-12)	\$ 850,000
2nd Contract Year (2012-13)	\$ 850,000
3rd Contract Year (2013-14)	\$1,000,000
4th Contract Year (2014-15)	\$1,000,000
5th Contract Year (2015-16)	\$1,150,000
6th Contract Year (2016-17)	\$1,150,000

Notwithstanding the above-stated annual product commitments, (1) UNIVERSITY shall be permitted a maximum carry-over of Two Hundred Thousand Dollars (\$200,000) of unordered annual allotment of merchandise from 1st Contract Year to the 2nd Contract Year, and (2) for each subsequent Contract Year through the 5th Contract Year, UNIVERSITY shall be permitted a maximum carry-over of One Hundred Thousand Dollars (\$100,000) of unordered annual allotment of merchandise from one Contract Year to the next; provided that for each Contract Year UNIVERSITY desires to carry-over from the previous year's allotment, it shall so notify NIKE in writing of such desire (and the intended amount of carry-over) by no later than April 1st of the then-current Contract Year, and provided further that if

the carry-over amount is not used in the Contract Year into which it has been carried, such carry-over amount shall be forfeited. (By way of example, if UNIVERSITY desires to carry-over \$100,000 of its allotment from the 2nd Contract into the 3rd Contract Year, it must so notify NIKE of such desire by April 1, 2013, and if such carried over amount is not used by the conclusion of the 3rd Contract Year it shall be forfeited.)

(b) Each Contract Year,

(1) Provided UNIVERSITY has then ordered at least 350 pairs of football shoes under its Annual Product Allotment for such year, anytime in such year after such minimum order requirement is met, UNIVERSITY shall be entitled to order direct from NIKE, on a "2 for 1" basis, additional football shoes for team use and subject to quantity availability. For purposes of this subsection, "2 for 1" shall mean that for every two (2) pairs of football shoes purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football shoes. (By way of example illustrating the foregoing, if for the 2011 Season UNIVERSITY has placed an initial order for 350 pairs of football shoes and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 150 pairs of football shoes—UNIVERSITY would pay published wholesale price for 100 pairs, and would receive 50 pairs free of charge.)

(2) Provided UNIVERSITY has then ordered at least 500 pairs of football gloves under its Annual Product Allotment for such year, anytime in such year after such minimum order requirement is met, UNIVERSITY shall be entitled to order direct from NIKE, on a "1 for 1" basis, additional football gloves for team use and subject to quantity availability. For purposes of this subsection, "1 for 1" shall mean that for every pair of football gloves purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football gloves. (By way of example illustrating the foregoing, if for the 2011 Season UNIVERSITY has placed an initial order for 500 pairs of football gloves and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 200 pairs of football gloves—UNIVERSITY would pay published wholesale price for 100 pairs, and would receive 100 pairs free of charge.)

(c) BCS Adjustment. If during the Term UNIVERSITY's Covered Programs should join an Automatic Qualifying BCS conference, or UNIVERSITY's Conference should earn Automatic Qualifying BCS status (i.e., become an automatic BCS Bowl qualifier), then, in the first year of such Automatic Qualifying BCS status and each Contract Year thereafter, the annual product allocation set forth in Paragraph 6(a) above shall increase by One Hundred Thousand Dollars (\$100,000) (retail value) for each Contract Year. If during the Term UNIVERSITY's football program only should join an Automatic Qualifying BCS conference, then the annual product allocation set forth in Paragraph 6(a) above shall increase by Seventy Five Thousand Dollars (\$75,000) (retail value) for each Contract Year. The parties agree that if and when UNIVERSITY joins the Big East Conference in 2013 for Football the aforementioned BCS Increase shall take effect for that Contract Year and thereafter. The parties further agree that if any schools comprising the Big East Conference at the time of execution of this Agreement leave the Big East Conference and are not replaced by schools of equal or better performance in football, as shall be reasonably agreed between the parties, the parties shall agree to discuss whether the BCS Increase shall apply. Notwithstanding anything to the

contrary, nothing in this paragraph shall cause a reduction to the Annual Product Allotment set forth in Paragraph 6(a).

7. PRODUCT ORDERING, DELIVERY & LOGO USE ON PRODUCT.

- (a) The exact styles, sizes and delivery dates and, where appropriate, quantities of NIKE Products ordered under this Agreement shall be as reasonably specified by the UNIVERSITY and consistent with NIKE's overall product marketing strategy. NIKE shall propose styles each year, sufficiently in advance, to allow UNIVERSITY adequate time for consideration. Each such Contract Year, if UNIVERSITY desires quantities of NIKE Product in excess of that provided under its Annual Product Allotment, UNIVERSITY may order and purchase such additional quantities of the NIKE Products at NIKE's published wholesale prices (or on terms as otherwise provided under Paragraph 6(b) above), subject to availability and NIKE standard account sales terms and conditions. Except as otherwise described in this Agreement, in no event shall UNIVERSITY Athletic Department purchase any Products (including footwear and core basic apparel – e.g., T-shirts, shorts, fleece and socks), for Covered Program use, from any third-party without NIKE's approval. All Products to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Only properly submitted orders from UNIVERSITY's Athletic Business Office shall be filled by NIKE.
- (b) UNIVERSITY acknowledges that Annual Product Allotments shall be delivered to UNIVERSITY generally one (1) month prior to the start of the regular season for each Covered Program and that annual allotments must typically be ordered 9-12 months in advance of each season to ensure timely delivery. As long as UNIVERSITY places all its orders by the October 1 preceding any Contract Year (and which October 1st order deadline NIKE agrees shall not apply with respect to the 1st Contract Year), the annual product allotment for each Covered Program shall be delivered to UNIVERSITY by the following dates during such Contract Year:

Football (Basics & Uniforms)	July 1
Basketball	
Basics	July 1
Uniforms	October 1
All other Fall Athletic Programs	
Basics	July 1
Uniforms	August 1
All Spring Athletic Programs	
Basics	July 1
Uniforms	December 1

Notwithstanding the foregoing, however, if approved in writing by UNIVERSITY (such approval not to be unreasonably withheld), certain products within a Covered Program's product allotment may be delivered later than the date specified above, depending on their date of actual use, furthermore, UNIVERSITY acknowledges that, once apparel ordering deadlines have been met, product delivery may be staggered in accordance with a mutually agreed priority schedule. (By way of example, with respect to football product, footwear and practice wear would be delivered by July 1st, game uniforms by photo day, and cold weather wear by October 1st.)



- (c) UNIVERSITY acknowledges that the placement of the NIKE logo, as it is currently permitted by the NCAA (in terms of size, location placement, color contrast/prominence and/or number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Agreement. Accordingly, during the Term, UNIVERSITY shall take no action that shall have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting NIKE's logo placement rights on Competition Apparel as such logo now is permitted by current relevant NCAA rules or regulations including, but not limited to, NCAA Rule 12.5.4. Notwithstanding anything contained in this subparagraph, UNIVERSITY further acknowledges that nothing herein shall be construed as a restriction of any right of NIKE to avail itself of such more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be currently permitted under NCAA, Conference and/or other applicable rules, or hereafter permitted by any subsequent relaxation in NCAA, Conference and/or other applicable rules, provided that, the NIKE logo shall be of no greater prominence than UNIVERSITY's logo(s).
- (d) On a monthly basis during the Term, NIKE shall provide the UNIVERSITY with a reasonably detailed written sport-by-sport report of the then-current status of orders, use of Annual Product Allotment, use of carry-over, and such other information as the parties shall agree upon.

8. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UNIVERSITY shall make NIKE Products available on an exclusive basis to all Covered Programs, to be worn and/or used by Team members, Coach and Staff during Covered Program Activities during which Team members, the Coach and Staff wear and/or use Products. UNIVERSITY shall require the Coach and Team and Staff members to wear and/or use exclusively NIKE Products during such activities. Notwithstanding the foregoing, NIKE acknowledges and agrees that (i) members of the swim program shall have the right to use performance swim suits of their choice from any manufacturer (and with such manufacturer's logo camera-visible) so long as no promotional benefit of any kind shall accrue via contract to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights); (ii) members of the gymnastics program shall have the right, if they so elect, to use leotards of their choice from any manufacturer principally known in the industry for supply of such product (e.g., Danskin and with such manufacturer's logo camera-visible) so long as no promotional benefit of any kind shall accrue via contract to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights); (iii) other than sports camps and/or clinics associated with the football program, Department controlled sports camps and clinics shall have the option to use generic T-shirts (i.e., non-NIKE) that do not bear any externally visible manufacturer/maker identification and provided they are not sourced from any manufacturer of athletic footwear; (iv) the wear and/or use of certain NIKE Products by certain Covered Programs is subject to the provisions of Paragraph 8(a)(i) and (ii) above; (v) Team members, Coaches and Staff may wear non-athletic footwear and apparel, as appropriate, in connection with Covered Program Activities (e.g., banquets or awards dinners, meetings, road game travel, etc.) and that the election to not wear

NIKE Product for such activities shall not constitute a breach of this Paragraph; (vi) members of the golf Team shall have the right to use golf clubs and golf balls of their choice (but not any other golf equipment or products) from any manufacturer, and with such manufacturer's logo camera-visible so long as no sponsorship or promotional benefit of any kind shall accrue to either the source of such item(s) or to UNIVERSITY (for avoidance of doubt, the parties agree that UNIVERSITY may source such product on a complimentary basis but cannot, in exchange for such complimentary supply of product, provide the supplier with any acknowledgments, advertising or promotional rights); and (vii) members of the women's softball Team shall have the right to use Louisville Slugger softball bats, equipment bags, female catcher's wear and female batting wear which shall include protective wear such as chest protectors, leg guards, masks, and gloves, and with such manufacturer's logo camera-visible so long as, subject to UNIVERSITY's pre-existing agreement, no promotional benefit of any kind shall accrue to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights), and UNIVERSITY's usage of products permitted under this Section or provision of benefits under UNIVERSITY's pre-existing agreement shall not constitute a breach of this Section 15 or this Agreement. As described in subparagraph (b) below, NIKE further agrees to work with and use best efforts to resolve any Team member experiencing problems in connection with fit or performance of NIKE footwear. *To the fullest extent permitted under Idaho state laws, UNIVERSITY specifically waives, only as against NIKE, all express warranties (except as stated in the Agreement), and implied warranties of merchantability or fitness for a particular purpose.*

- (b) UNIVERSITY shall ensure that no Team member, Coach or Staff member shall:
  - (1) Alter or permit the alteration of any NIKE Product provided hereunder, and worn or used by them in connection with the Covered Program activities contemplated hereunder, to resemble a non-NIKE Product; or
  - (2) Wear, in connection with the Covered Program activities contemplated hereunder, any non-NIKE Products which have been altered to resemble NIKE Products.
- (c) Except as otherwise stated in this Agreement, UNIVERSITY shall ensure that no Coach, Staff or Team member shall wear and/or use any athletic footwear, or other Products, manufactured by companies other than NIKE, in connection with the Covered Program Activities contemplated hereunder.
- (d) UNIVERSITY acknowledges that "spatting" or otherwise taping, so as to cover any portion of the NIKE footwear worn by members of the Team during Covered Program Activities during which Team members wear athletic shoes is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and is a material breach of this Agreement. Notwithstanding the foregoing, isolated spatting or taping as is deemed medically advisable, for example in instances where a player is injured during competition and the in-game determination is made that the player can continue to play if the player's ankle and shoe are taped-over, shall not be deemed a breach of this Agreement.
- (e) UNIVERSITY shall not permit (i) the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, UNIVERSITY, the Conference, the NCAA or relevant post-season event, to appear on NIKE Products worn or used by Coach, Staff or Team members, in connection with the Covered Program Activities contemplated hereunder (excluding only

activities such as golf fundraisers where tournament shirts may be co-branded with the logos of sponsors permitted under this Agreement, and, provided that such event is controlled by UNIVERSITY, such items are exclusively embellished by and sourced from NIKE) or (ii) any third party to screen-print upon, or otherwise embellish, any NIKE Product worn or used by Coaches, Staff or Team members in connection with the Covered Program Activities contemplated hereunder.

9. CASH CONSIDERATION.

- (a) Base Compensation. In partial consideration of the rights granted, and performances rendered, by UNIVERSITY hereunder, NIKE shall pay UNIVERSITY Base Compensation in each Contract Year in the amount set forth below opposite the indicated Contract Year, to be paid in two (2) equal semi-annual installments to be made on July 1 and January 1 of each Contract Year (and subject to Paragraph 17 below).

1st Contract Year (2011-12)	\$30,000
2nd Contract Year (2012-13)	\$30,000
3rd Contract Year (2013-14)	\$40,000
4th Contract Year (2014-15)	\$40,000
5th Contract Year (2015-16)	\$50,000
6th Contract Year (2016-17)	\$50,000

Notwithstanding the foregoing, if there is a change in the football Coach during the Term, NIKE may, in its sole discretion, equitably reduce the scheduled Base Compensation to be paid UNIVERSITY going forward taking into account the diminution of value resulting from such football Coach change, in NIKE's sole judgement.

- (b) Performance Bonuses. In the event that the indicated Covered Program achieves any of the following performances during any Contract Year, UNIVERSITY shall, within ninety (90) days of such accomplishment, invoice NIKE for payment of the corresponding bonus amount (and which bonus UNIVERSITY acknowledges may be subject to forfeit if not timely invoiced) which NIKE shall pay within thirty (30) days of its receipt thereof:

Football Bonuses*	
Plays in a non-BCS "Tier I" Bowl Game**	\$10,000
Plays in a BCS Bowl Game	\$25,000
Wins National Championship	\$25,000
Men's Basketball Bonuses*	
Wins Regular Season Mountain West Championship	\$ 5,000
Wins Mountain West Tournament	\$ 5,000
Plays in NCAA Sweet Sixteen	\$10,000
Plays in NCAA Final Four	\$25,000
Wins NCAA Championship	\$25,000
Women's Basketball Bonuses*	
Wins Regular Season Mountain West Championship	\$ 2,500
Wins Mountain West Tournament	\$ 2,500
Plays in NCAA Sweet Sixteen	\$ 5,000
Plays in NCAA Final Four	\$10,000
Wins NCAA Championship	\$15,000

\*Bonuses shall be cumulative, i.e., if men's basketball achieves all of the above performances, UNIVERSITY would earn \$70,000 in bonuses.

\*\*A Tier I bowl shall be deemed any bowl having a team payout of \$1.9 million or more.

Notwithstanding the foregoing, UNIVERSITY acknowledges that if it is subject to a sanction(s) that includes that any of the above accomplishments is vacated, UNIVERSITY shall be required to return to NIKE any performance bonus paid for such vacated accomplishment within sixty (60) days of notice from NIKE (or, if UNIVERSITY so elects, NIKE may set-off such amounts against future cash payments due to UNIVERSITY).

#### 10. PROMOTIONAL APPEARANCES.

Solely in connection with the promotion of NIKE Products and/or the NIKE brand:

- (a) Each Contract Year, upon reasonable prior notice and subject to any coaching commitment and/or applicable UNIVERSITY policy, if so requested by NIKE, UNIVERSITY shall make (i) the football Coach available for up to two (2) appearances, and (ii) all other Coaches available for one (1) appearance. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. UNIVERSITY shall receive no additional compensation for such appearances.
- (b) NIKE agrees to pay all reasonable and necessary out-of-pocket expenses incurred by the UNIVERSITY and/or any Coach in connection with any appearance hereunder, including first class airfare. In the event Coach attends the NIKE Coach of the Year Clinics, the parties agree NIKE shall pay coach class airfare.

#### 11. OTHER SPONSOR BENEFITS.

During the Term, in connection with the Covered Programs, UNIVERSITY shall provide (and to the extent controlled by Broncos Sports Properties shall use all reasonable efforts to secure from Broncos Sports Properties) NIKE with the following promotional benefits at no additional cost to NIKE except as otherwise indicated:

- (a) NIKE shall receive season tickets to home games (and neutral site games as indicated below) for each Covered Program in accordance with the following:

PROGRAM	No. TICKETS*
Football (home)	6 tickets (in block seats); 3 premium parking passes
Football (if applicable, Conference Championship)	6
Bowl Game (if applicable)	8 complimentary with opportunity to purchase additional 12 tickets
Basketball (M)	6 (adjacent seats or blocks of 2)
Basketball Tournament (M) (Conference & NCAA or NIT, if applicable)	6 (per round, adjacent seats)
Basketball (W)	6 (adjacent seats)
Basketball Tournament (W) (Conference & NCAA or NIT, if applicable)	6 (per round, adjacent seats)
Other Ticketed Programs	4 (adjacent seats)
* All tickets shall be "best available" (following sale of season tickets) lower-level seating, adjacent seats.	

In addition, each season, UNIVERSITY shall provide NIKE with a block of forty (40) tickets (in addition to the above-indicated 6 football tickets per game) to one mutually agreed designated home football game.

- (b) During regular season home games of the football program commencing with the 2012 football season, prominent, camera-visible, UNIVERSITY-controlled signage in its football stadium, with the placement and size of such signage to be mutually agreed upon.
- (c) During regular season home games of the football program, a suitable, high-traffic, location within the football stadium at which NIKE may, at its option and expense, and in conjunction with UNIVERSITY's bookstore (if required), set up a display and promote NIKE Product during home football games.
- (d) NIKE logo placement in UNIVERSITY's indoor practice facility.
- (e) During regular season home games of a Covered Program, at each home football and basketball game, suitable in-game P.A. announcements and/or electronic board messages recognizing NIKE as the exclusive Products sponsor of the UNIVERSITY's athletic program.
- (f) Prominent NIKE name and/or logo recognition in mutually agreed upon sports-related publications of the Athletic Department.
- (g) One full-page, 4-color NIKE sponsor acknowledgment (camera-ready ad to be produced and provided by NIKE at its cost) in the home, regular season football game day program.
- (h) In addition to the above, the Athletic Department shall afford, and shall use best efforts to cause Broncos Sports Properties to afford, NIKE advance notice and the opportunity to consider purchasing participation in any and all additional Department-specific sponsor acknowledgment opportunities, in any media, which become available during the Term.

NIKE acknowledges and agrees that any recognition, name or logo identification, statement or acknowledgement provided by the UNIVERSITY under this paragraph or this Agreement shall comply with the requirements of 26 USC 513 or other applicable law or regulations to qualify the payment to the UNIVERSITY as a "qualified sponsorship payment" and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, endorsement a sponsorship, or an inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to reasonable approval by the UNIVERSITY. All such recognition is subject to and shall comply with all NCAA and Conference rules and regulations.

## 12. DESIGN & MARKETING CONSULTATION.

- (a) UNIVERSITY acknowledges NIKE's industry leadership in the design of performance product and its expertise and innovation in the area of sports marketing and that such leadership, expertise and innovation is a material inducement to UNIVERSITY's entrance into this Agreement. NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UNIVERSITY and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon reasonable request by NIKE, UNIVERSITY shall require designated Coaches and Staff to provide NIKE with written or oral reports



concerning the NIKE Products supplied to each through NIKE's product development and testing program (such product is supplied outside of the Annual Product Allotment and not counted against it, e.g., prototype product) which reports shall be provided "as is" and without any representation or warranty whatsoever, and used solely by NIKE for its internal purposes (if at all) at its own risk as it may deem appropriate. Such reports shall address the fit, wear characteristics, materials and construction techniques of such Products.

- (b) UNIVERSITY acknowledges that a material inducement to NIKE's entrance into this Agreement is to provide broad and prominent exposure for the NIKE brand and particular Product models and styles. Accordingly, UNIVERSITY shall require the use, in practices and games, by the Team as NIKE may reasonably request, such specific models and/or styles of NIKE Products as NIKE may designate from time to time and UNIVERSITY further acknowledges that this undertaking is a material term, and is of the essence, of this Agreement.

### 13. ADVERTISING APPROVALS.

- (a) If for other than wholly internal purposes NIKE (as opposed to consumers through consumer-generated content) desires to use the UNIVERSITY Marks, NIKE shall first submit a sample or the concept of the proposed advertisement or promotion or sponsorship materials (or other use) to UNIVERSITY for approval through UNIVERSITY's Director of Trademark Licensing, which approval shall not be unreasonably withheld. UNIVERSITY shall use its best efforts to advise NIKE of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. UNIVERSITY's approval, or disapproval, shall be in writing. (If a submission is disapproved, UNIVERSITY's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by UNIVERSITY shall be deemed disapproved. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and obtaining UNIVERSITY's further approval.
- (b) Except as otherwise set forth herein, in the event UNIVERSITY desires to use the NIKE Marks in any advertising or promotion (e.g., in connection with any camp or clinic), UNIVERSITY shall first submit a sample or the concept of the proposed advertisement or promotion to NIKE for approval, which approval shall not be unreasonably withheld. NIKE shall use its best efforts to advise UNIVERSITY of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. NIKE's approval, or disapproval, shall be in writing. (If a submission is disapproved, NIKE's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by NIKE shall be deemed disapproved. Once a submitted sample or concept is approved, UNIVERSITY shall not depart therefrom in any material respect without re-submission of the item and obtaining NIKE's further approval.

### 14. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

- (a) If UNIVERSITY desires to develop an additional, wholly new, trademark, service mark, symbol and/or logographic for use solely in connection with the Covered Program (collectively, "New Logo"), UNIVERSITY shall in writing notify NIKE of such intention and agrees to meet with NIKE, upon NIKE's request, to discuss in good faith the use of NIKE's services to design such New Logo. Such discussions must occur prior to UNIVERSITY's engaging in negotiations with any third party to

provide such design services; provided that UNIVERSITY shall not be precluded from negotiating with, and retaining, others for such services after the passage of thirty (30) days from the date notice is first given to NIKE under this paragraph. NIKE shall have no rights in any New Logo for which NIKE provided no design services. Should UNIVERSITY elect to have NIKE undertake such design assignment, NIKE shall provide such design services at no expense to UNIVERSITY except as provided below. In the event NIKE designs such New Logo and it is approved by UNIVERSITY, then UNIVERSITY shall be the sole owner of all right, title and interest in and to the New Logo. NIKE agrees to execute the documents reasonably necessary to assign all rights in the New Logo to UNIVERSITY prior to any use of the New Logo. Following the expiration or termination of the Agreement for any reason, NIKE shall have no further rights, except as otherwise provided herein, with respect to the New Logo. UNIVERSITY acknowledges that all trademark/copyright registration and maintenance expenses in connection with the New Logo shall be at its expense and NIKE agrees that it shall not incur any such expense on behalf of UNIVERSITY without UNIVERSITY's prior written approval.

- (b) NIKE recognizes the value of the UNIVERSITY Marks and acknowledges that the goodwill attached thereto belongs to UNIVERSITY and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UNIVERSITY Marks and that UNIVERSITY owns the UNIVERSITY Marks and has the exclusive right thereto, subject only to the license granted to NIKE in this Agreement and licenses granted to others. Notwithstanding anything in this Paragraph 14, or elsewhere in this Agreement, to the contrary, nothing herein shall be construed as conveying to UNIVERSITY any copyright in any NIKE television commercial in which the UNIVERSITY Marks appear (and which use has been approved by UNIVERSITY) and UNIVERSITY acknowledges that for any such commercial NIKE shall be the copyright owner.
- (c) UNIVERSITY recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UNIVERSITY any rights, title or interest in or to the NIKE Marks.

15. RIGHTS OF FIRST DEALING AND FIRST REFUSAL.

- (a) At NIKE's request, UNIVERSITY shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to May 1, 2016 (the "Exclusive Negotiating End Date") UNIVERSITY shall not engage in discussions or negotiations with any third party with respect to the supply and/or sponsorship of any Products after the Term ("Product Supply/Sponsorship").
- (b) During the Term (i.e., anytime between the Exclusive Negotiating End Date and June 30, 2017), and for a period of ninety (90) days thereafter, NIKE shall have the right of first refusal for Product Supply/Sponsorship, as follows. If UNIVERSITY receives any bona fide third party offer at any time on or after the Exclusive Negotiating End Date with respect to any Product Supply/ Sponsorship, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third party offer in the form of a true copy which shall be on the offeror's letterhead or other identifiable stationery or imprint readily authenticable by NIKE as having originated with such third-party offeror. NIKE shall have fifteen (15) business days from the date of its receipt of such true copy of the third party offer to notify

UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third party offer. If NIKE so notifies UNIVERSITY within such 15-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third party offer within such 15-day period, UNIVERSITY may thereafter consummate an agreement with such third party on the terms of the offer made to UNIVERSITY. Prior to the Exclusive Negotiating End Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third party offer for any Product Supply/Sponsorship. For avoidance of doubt, it is understood that once a third party offer has been submitted to NIKE, NIKE's right of first refusal expires (i) fifteen (15) business days after such offer has been submitted, or (ii) upon NIKE's notification that it has declined to match, whichever is sooner, thus cutting short the 180-day post-contract period.

16. RIGHTS FOR NEW PRODUCTS.

From time-to-time during the Term of this Agreement, NIKE may add to its Products line one or more items of sports equipment. If at any time during the Term NIKE shall have a bona fide intention to expand its Products line by adding any such item(s), then NIKE shall give UNIVERSITY advance written notice of the particular item(s) then in development by NIKE and an adequate out of season and/or pre-season opportunity to sample and field-test the new item(s). Following such testing opportunity, UNIVERSITY agrees that, subject to the Athletic Director's and Coach's satisfaction as to quality and suitability of such new product, once such item is commercially available, and subject to any then-existing applicable UNIVERSITY agreements with other vendors for such item or items, then such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(n) above and "NIKE Products" as defined in Paragraph 1(o) above and covered in all pertinent respects by the terms hereof and UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, UNIVERSITY shall make such new Product item(s) available to Coach, Staff and/or Team members, NIKE shall supply UNIVERSITY with sufficient quantities for such purpose to be mutually agreed upon by the parties, including quantities equal to or greater than the quantities of any comparable item(s) which UNIVERSITY, Coach, Staff and/or Team members are then receiving from a third party, and UNIVERSITY shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and/or Staff members for use pursuant to the terms of this Agreement.

17. RIGHT OF REDUCTION, SET-OFF.

- (a) UNIVERSITY acknowledges that the principal inducements for NIKE's entrance into this Agreement are (i) the wide-spread national media exposure that the football program annually receives, and (ii) the accompanying prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of size, location placement, color prominence and/or number of logo placements), on the Products supplied hereunder and that such continued exposure is of the essence of this Agreement. Accordingly, if in any Contract Year the football program is banned by the NCAA from television appearances for the full season or if, for any reason, NIKE's logo placement rights are materially diminished (in terms of size, location placement, color prominence and/or number of logo placements and/or through electronic means as described in Paragraph 19(a)(4) below), in lieu of NIKE's exercise of its termination right under Paragraph 19 below, then for such Contract Year NIKE shall have the right to



reduce UNIVERSITY's scheduled Base Compensation, as described in Paragraph 9(a), by twenty-five percent (25%). If NIKE logo placement rights are materially diminished in a manner other than as enumerated above, the parties shall in good faith agree to equitably reduce scheduled Base Compensation to be paid UNIVERSITY going forward taking into account the nature and extent of the diminution of rights.

- (b) UNIVERSITY further acknowledges that (i) the principal inducement for NIKE's entrance into this Agreement is the television and other media exposure that the NIKE brand receives through the prominent visibility of the NIKE logos that appear on the side (and other locations) of the athletic shoes provided by NIKE to UNIVERSITY for use pursuant to this Agreement, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) the unauthorized "spatting" or taping of shoes in any manner is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement. Accordingly, if after UNIVERSITY's receipt of written notice of a spatting violation, the coaching staff shall permit the spatting or taping of NIKE footwear, in a manner inconsistent with the terms hereof, in lieu of NIKE's exercise of its termination rights under Paragraph 19 below, NIKE shall have the right (in its sole discretion) to reduce UNIVERSITY's annual scheduled Base Compensation, as described in Paragraph 9(a), (for the Contract Year in which such breach occurs) in accordance with the reduction scale set forth below.

	% REDUCTION AMOUNT
1st Occurrence (after notice)	10% of total annual Base Comp.
2nd Occurrence	15% of total annual Base Comp.
3rd Occurrence	25% of total annual Base Comp.

Successive reductions shall be cumulative (i.e., 3 occurrences would result in annual base compensation being reduced by a total of 50%).

- (c) NIKE shall have the right to set-off any amounts owed by UNIVERSITY to NIKE, hereunder or otherwise, against Base Compensation amounts owed by NIKE to UNIVERSITY. UNIVERSITY shall have the right to set-off any amounts owed by NIKE to UNIVERSITY, hereunder or otherwise, against any amounts owed by UNIVERSITY to NIKE.

#### 18. RIGHT OF TERMINATION BY UNIVERSITY.

UNIVERSITY may immediately terminate this Agreement by notice to NIKE upon the occurrence of an Event of Default by NIKE as provided herein. An Event of Default as to UNIVERSITY shall mean the occurrence or existence of one or more of the following events or conditions (for any reason, whether voluntary, involuntary or effected or required by law):

- (a) NIKE shall fail to pay any amount due hereunder and such failure shall have continued for a period of thirty (30) days after written notice by UNIVERSITY to NIKE;
- (b) NIKE shall be in material breach of this Agreement, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to NIKE specifying the breach;
- (c) NIKE is adjudicated insolvent or declares bankruptcy;

- (d) NIKE is in material breach of the Retail License, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to NIKE specifying the breach;
- (e) NIKE is in material breach of the FLA Code set out in Exhibit B, as may be amended, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's or its designated agent (e.g., CLC) delivery of written notice to NIKE specifying the breach; or
- (f) NIKE disparages the quality or performance of UNIVERSITY's Athletic program, Teams, Coaches, Staff, or students.

19. RIGHT OF TERMINATION BY NIKE.

- (a) Termination of Agreement for Cause. NIKE shall have the right to terminate this Agreement immediately upon written notice to UNIVERSITY if:
  - (1) The football program is placed on NCAA probation resulting in a ban from television appearances for one full season or more or UNIVERSITY ceases for any reason to field a Division I football team;
  - (2) In connection with the Covered Program Activities contemplated hereunder, Coach, Staff and/or Team members fail to wear or use NIKE Products, or wear NIKE Products altered in violation of the provisions of Paragraph 8 above; provided, however, that NIKE shall have first provided written notice to UNIVERSITY of any such violation and such violation shall then recur during the same Contract Year;
  - (3) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or national/regional network broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure contemplated by this Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights (in terms of size, location placement, color prominence, e.g., requiring tone-on-tone logo coloring, and/or reducing the number of logos that are currently permitted on uniforms and/or warm-ups) on the Products supplied hereunder, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel, (ii) "air brushing" NIKE identification from still photography or footage, or (iii) use of L-VIS technology or other electronic/computer imaging technology that alters, substitutes or replaces NIKE logo identification that appears on uniforms with other commercial identification that is seen by home television viewers;
  - (4) Any Coach or Athletic Department senior administrator, in that capacity, publicly disparages the quality and/or performance of NIKE Products;
  - (5) UNIVERSITY is in material breach of any material term of this Agreement, which breach UNIVERSITY fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY of any such breach;
  - (6) UNIVERSITY breaches any warranty made hereunder; or
  - (7) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Agreement, which breach is not cured within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY specifying the breach.

## (b) Termination for Cause or Reduction of Cash Compensation.

- (1) Termination for Cause. After the issuance of a final decision following the conclusion of any appeal process (unless UNIVERSITY self-imposes any of the below penalties), NIKE shall have the right to terminate this Agreement for cause in the event that the NCAA Division I Committee on Infractions sanctions the UNIVERSITY's football program by placing the institution on probation for a "major violation" of NCAA rules that results in the imposition of any of the following penalties: (a) a post-season competition ban for football; or (b) a ban on television appearances for the football program. Prior to exercising its right of termination for cause under this provision, however, the UNIVERSITY shall have the opportunity to present a written response to the imposition of any of the foregoing NCAA sanctions as well as to meet with NIKE officials in person to discuss the matter. NIKE agrees to consider all information provided by the UNIVERSITY in writing and in person, and to engage in good-faith discussion with UNIVERSITY regarding an equitable adjustment of the Sponsorship Payments under this Agreement, prior to making the decision, in NIKE's sole discretion, on whether to terminate the Agreement for cause.
- (2) In the event that the NCAA Division I Committee on Infractions (unless UNIVERSITY self-imposes the below penalty) sanctions the UNIVERSITY's football program by placing the institution on probation for a "major violation" of NCAA rules and for any one (1) season or more reduces the number of grants-in-aid (scholarships) by seven (7) or more scholarships, then NIKE shall have the right to partially reduce or terminate all Base Compensation payments required under Paragraph 9(a) of this Agreement; provided, however, that NIKE shall continue to supply all Products required under this Agreement without any offset or reduction. Prior to exercising its right to reduce or terminate any Base Compensation payments, UNIVERSITY shall first have the opportunity to present a written response to the imposition of any of the foregoing NCAA sanctions as well as to meet with NIKE officials in person to discuss the matter. NIKE agrees to consider all information provided by UNIVERSITY in writing and in person, and to engage in good-faith discussion with UNIVERSITY regarding an equitable adjustment of the Base Compensation payments under this Agreement, prior to making the decision, in NIKE's sole discretion, on whether to reduce or terminate the Base Compensation payments.

## 20. NIKE POST-TERMINATION RIGHTS.

Upon expiration or termination of this Agreement for any reason, NIKE shall have the right to:

- (a) For a period not to exceed one hundred eighty (180) days, run any non-cancelable media involving the UNIVERSITY Marks and/or the Coach Properties and exhaust all advertising and promotional materials which were produced prior to the effective date of expiration or termination;
- (b) For a period of six (6) months, complete and dispose of any Licensed Products which are on-hand or in-process, and fulfill orders received prior to the effective date of expiration or termination, and provided royalties thereon are paid and reported in accordance with the provisions of this Agreement and/or the Retail License; and

- (c) In perpetuity, without restriction, the non-exclusive use for in-house historical purposes any materials that depict the Coach Properties or UNIVERSITY Marks. UNIVERSITY understands NIKE is not obligated to delete or remove Activity Based Information from any database or storage device.

21. REMEDIES.

UNIVERSITY and NIKE agree that, in the event that either party breaches any material term or condition of this Agreement, in addition to any and all other remedies available to the other party at law or in equity, such other party shall be entitled to seek injunctive relief from such further violation of this Agreement, pending litigation as well as on final determination of such litigation, without prejudice to any other right of such other party. Pursuit by either party of any of the remedies provided herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

22. INDEMNITY.

To the extent permitted under the laws of Idaho, the parties agree to indemnify and hold each other harmless from and against any and all claims, actions, suits, demands, losses, damages and all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred in connection with or arising out of any breach(es) of warranty, representation or agreement made by the parties under the provisions of this Agreement. Notwithstanding the foregoing, the liability of UNIVERSITY for tortious acts is limited and controlled by the provisions of the Idaho Tort Claims Act, including sections 6-901 *et seq.*, as now or hereafter amended. Nothing herein shall be construed as a waiver of the protections of said Act.

23. NOTICES.

All notices, statements and payments provided for herein shall be in writing and deemed given if sent postage prepaid via registered or certified mail, or by express courier service or facsimile with confirmed delivery, to the parties at the addresses given below, or such other addresses as either party may designate to the other. Notwithstanding the foregoing, any notice of default or other breach must either be sent via registered or certified mail, or by express courier service with confirmed delivery and shall not be deemed to have been given if sent by facsimile. Any written notice shall be deemed to have been given at the time it is confirmed delivered.

NIKE USA, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Specialist – Sports Marketing COE (if faxed, to 503- 646-6926)	Boise State University 1910 University Drive Boise, ID, 83725 Attn: Director of Athletics With a copy to: General Counsel
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24. RELATIONSHIP OF PARTIES.

The parties shall perform hereunder as independent contractors. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership or joint venture relationship between UNIVERSITY and NIKE.

## 25. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Agreement and the rights and obligations of UNIVERSITY hereunder are personal to UNIVERSITY and shall not be assigned or delegated by UNIVERSITY. Any assignment by UNIVERSITY shall be invalid and of no force or effect and upon any such unauthorized assignment, NIKE may, at its option, immediately terminate this Agreement upon written notice to UNIVERSITY.
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group and/or digital product partner relating to digital product solely, without UNIVERSITY's prior approval, which approval shall not be unreasonably withheld. Any unauthorized assignment by NIKE shall be invalid and of no force or effect and upon any such unauthorized assignment, UNIVERSITY may, at its option, immediately terminate this Agreement upon written notice to NIKE.

## 26. WAIVER.

The failure at any time of UNIVERSITY or NIKE to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

## 27. SEVERABILITY.

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted and agreed to in writing by the parties, in such form and substance as shall be legally valid, and as shall accomplish as near as possible the purpose and intent of the invalidated provision.

## 28. ADDITIONAL WARRANTIES.

- (a) UNIVERSITY represents warrants and covenants that, in connection with the Covered Programs:
  - (1) To the extent UNIVERSITY has approval rights over the use by any third-party (e.g., other athletic program sponsors, broadcast partners, etc.) of any photographs or footage in which NIKE Products appear as actually worn/used by Team members, Coaches and Staff (e.g., game-action photos, photo day shots, etc.), it shall not approve or permit such photos to be used with any NIKE Marks that appear therein airbrushed, digitally altered or otherwise obscured.
  - (2) No agreement, contract, understanding to which UNIVERSITY is a party or applicable rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of the obligations of UNIVERSITY hereunder.
  - (3) Neither UNIVERSITY, Coach nor any Staff member is party to any oral or written agreement, contract or understanding which would prevent or limit the performance of any obligations hereunder of UNIVERSITY, Coach or any Staff member. UNIVERSITY further represents, warrants and covenants that during the Term UNIVERSITY will not (and will not permit its agents or multi-media rights partner(s) [e.g., Broncos Sports Properties], as applicable):



- (i) Sponsor, endorse or allow Coach or any Staff member to sponsor, endorse, wear and/or use athletic footwear or other Products, Dynamic Athletic Rating, Dynamic Athletic Training, or running/fitness social networks designed, licensed, manufactured, branded, sold, hosted or presented by or on behalf of any manufacturer other than NIKE;
  - (ii) Enter into, or allow Coach or any Staff member to enter into, any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any manufacturer of Products other than NIKE;
  - (iii) Sell to any person or entity Products purchased or provided hereunder by NIKE, except for the sale of game-worn jerseys for fundraising/auction purposes or in the normal course of disposal of surplus property;
  - (iv) Permit the trade name, trademark, name, logo or any other identification of any manufacturer of Products other than NIKE to appear on signage at Covered Program Activities except as required by the party that owns or controls the facility or facilities in which such activities occur; or
  - (v) Take any action inconsistent with the endorsement of NIKE Products, or allow Coach or any Staff member to take any such action.
- (4) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.
- (5) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as (i) prohibiting UNIVERSITY from entering into agreements with an entity that has an incidental business involving Fitness Devices (e.g., a mobile phone or consumer electronics company) provided any such agreement does not permit the supply to and/or use by UNIVERSITY of any such products, any Dynamic Athletic Rating System or Dynamic Athletic Training Program, or any third-party or brand associated with footwear or apparel; (ii) requiring UNIVERSITY, Coach, Staff or Teams to use any NIKE Fitness Device; or (iii) prohibiting UNIVERSITY, Coach, Staff or Teams from engaging any personal trainer, using any training facility/fitness club, equipment, Fitness Device or following any training program or regiment of its/their choice, provided none of the foregoing in this subparagraph are associated with a footwear or apparel brand.
- (b) NIKE represents warrants and covenants that:
- (1) It has the full right, power and authority to enter into and perform its obligations under this Agreement;
  - (2) All NIKE subcontracted factories used in connection with the manufacture of NIKE Products supplied to UNIVERSITY pursuant to this Agreement shall be subject to NIKE internal, and independent external, systematic monitoring for compliance with both the NIKE Code of Conduct (the "NIKE Code") and the Fair Labor Association (the "FLA") Workplace Code of Conduct, supplemented by the FLA Compliance Benchmarks (collectively, the "FLA Code"), and its Principles of Monitoring (attached hereto as Schedule B); and

- (3) It shall not knowingly perform or conduct any activity or exercise any of its rights in any manner that could compromise a student-athlete's eligibility under NCAA or Conference rules, regulations or legislation.

29. CONFIDENTIALITY.

Subject to the laws of the state of Idaho, UNIVERSITY shall not (nor shall it permit or cause its employees, agents, attorneys, accountants or representatives to) disclose the financial or other material terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed by NIKE to UNIVERSITY (or by UNIVERSITY to NIKE) (including information disclosed during audit) to any third party, except its trustees or as may be required by law or as may be mutually agreed upon by the parties. Notwithstanding the foregoing, the terms of this Agreement shall be subject to public disclosure in accordance with the provisions of Idaho code. This Paragraph shall survive the expiration or termination of this Agreement.

30. CAPTIONS; CONTRACT CONSTRUCTION.

Paragraph captions and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof. Notwithstanding any provision contained heretofore in this Agreement, the provisions of this Agreement shall be construed in a manner that is consistent with the intentions of UNIVERSITY and NIKE in that signs and messages and other sponsorship rights described in Section 2 and elsewhere, and payments made hereunder conform with the "qualified sponsorship rules of section 513(i) of the Internal Revenue Code and related regulations. Consistent with that intent, no sponsorship messaging provided by NIKE under this Agreement shall contain qualitative or comparative language, price information or other indication of savings or value associated with a product or service, a call to action, an endorsement or an inducement to buy, sell, rent or lease NIKE products or services.

31. ENTIRE AGREEMENT.

As of the effective date hereof, this Agreement shall constitute the entire understanding between UNIVERSITY and NIKE as to the matter set forth herein and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY and NIKE in connection with the matter set forth herein shall have no further force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

BOISE STATE UNIVERSITY

By: Mark Coyle  
Mark Coyle  
Executive Director of Athletics

By: Stacy Pearson  
Stacy Pearson  
Vice President, Finance & Administration

Dated: \_\_\_\_\_

NIKE USA, Inc.

By: Tommy Kain  
Tommy Kain  
Vice President, North America Sports Marketing

By: Gary D. Way 4/23/12  
Gary D. Way  
Global Counsel, Sports Marketing



**EXHIBIT A**  
**University Marks**

# BOISE STATE UNIVERSITY BRONCOS

JANUARY 30, 2011

The abbreviation BSU or initial B is not permitted in merchandises. "TM" must reverse out to white when used on dark background. Use of the word "BRONCOS" or logos #5-7 and 18-20 must be accompanied with "BOISE STATE" somewhere on the product. Logos #18-20 should only be used if product requires straight edge - otherwise use logos #5-7. Left facing Bronco logo only permitted if placement of logo is on left side of hat.

PRIMARY MARKS			
1	2	3	4
All versions on dark backgrounds should refer to this mark			
SECONDARY MARKS			
5	6	7	
8	9	10	11
12	13		
14	15	16	
17	18	19	20

COLOR INFORMATION			
SCHOOL COLORS		PANTONE COLORS	
ORANGE	PANTONE 172	MADEIRA 1378	RA 2397
BLUE	PANTONE 285	MADEIRA 1134	RA 2302
WHITE	BLACK	WHITE	WHITE
THREAD COLORS		PANTONE COLORS	
ORANGE		BLUE	

You must use the approved university colors or the "PANTONE" colors listed on this page. The colors on this page are not intended to match the PANTONE color standards. For the PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

VERBIAGE		GENERAL INFORMATION	
Boise State University™	Bronco Nation™	LOCATION: BOISE, ID	ESTABLISHED DATE: 1932
Boise State™	Blue Turf™	MASCOT: BRONCOS	CONFERENCE: MOUNTAIN WEST CONFERENCE
Broncos™	The Blue™	MASCOT NICKNAME: BUSTER BRONCO	(PAC-12) - WRESTLING
No camouflage permitted, other than on caps.			
WORD MARKS		HELMET MARKS	
21	22	23	30
24	25	26	31
27	28	29	
INSTITUTIONAL MARKS		MASCOT MARK	SCHOOL SEAL
32	35	40	43
33	36	41	44
34	37		
38	39		

## ADDITIONAL PERTINENT INFORMATION

UNIVERSITY SEAL PERMITTED ON PRODUCTS FOR RESALE:	
Alterations to seal permitted:	Yes No
Overlapping / intersecting graphics permitted with logos:	X
University licenses consumables:	X
University licenses health & beauty products:	X
University permits numbers on products for resale:	X
Mascot caricatures permitted:	X
Cross licensing with other marks permitted:	X
NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.	X
NO REFERENCES to alcohol, drugs, tobacco, or weapons related products may be used in conjunction with University marks.	
Only numbers on replica jerseys are permitted. For non-Nike replicas, only 0, 00, or 1 are permitted.	

NOTE: The marks of Boise State University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

**SCHEDULE A****Pre-existing Contract**

PROGRAM	SUPPLIED PRODUCT	SUPPLIER NAME	CONTRACT EXPIRATION

**SCHEDULE B****FLA Workplace Code of Conduct and Principles of Monitoring Forced Labor**

There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

**Child Labor**

No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture allows\*) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

**Harassment or Abuse**

Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

**Nondiscrimination**

No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

**Health and Safety**

Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

**Freedom of Association and Collective Bargaining**

Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

**Wages and Benefits**

Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

**Hours of Work**

Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

**Overtime Compensation**

In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Any Company that determines to adopt the Workplace Code of Conduct shall, in addition to complying with all applicable laws of the country of manufacture, comply with and support the Workplace Code of Conduct in accordance with the attached Principles of Monitoring and shall apply the higher standard in cases of differences or conflicts. Any Company that determines to adopt the Workplace Code of Conduct also shall require its licensees and contractors and, in the case of a retailer, its suppliers to comply with applicable local laws and with this Code in

accordance with the Principles of Monitoring and to apply the higher standard in cases of differences or conflicts.

\*All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.

**Monitoring Guidance and Compliance Benchmarks:**

<http://www.fairlabor.org/about/monitoring/compliance>

**IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**SUBJECT**

Idaho State Rehabilitation Council Membership (Council) Membership

**REFERENCE**

December 2016	Board appointed Robert Atkins to the Council as a representative for business/industry and labor for a term of three years.
April 2017	Board appointed two new members to the Council and re-appointed three current members to the Council.
June 2017	Board appointed Joe Anderson to the Council for a three-year term.
April 2018	Board appointed two current members to the Council and one new member.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 2: EDUCATIONAL ATTAINMENT: Objective C: Access

**BACKGROUND/DISCUSSION**

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

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

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

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;

**CONSENT**  
**JUNE 21, 2018**

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- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

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

The Council currently has two (2) nominations for Board approval: The Council would like to nominate Kenna Buckner to serve as a representative of a community rehabilitation program. Kenna will fill the vacancy left by Lori Gentillon whose 2<sup>nd</sup> term ends June 30, 2018. The Council would also like to nominate Darin Lindig to represent business, industry and labor.

**CONSENT**  
**JUNE 21, 2018**

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**IMPACT**

The above (2) appointments will bring the Council membership to a total of (17) seventeen with no vacancies. Minimum composition for the council is 15 members.

**ATTACHMENTS**

Attachment 1 - Current Council Membership  
Attachment 2 – Kenna Buckner Letter of Interest  
Attachment 3 – Darin Lindig Statement of Interest

**STAFF COMMENTS AND RECOMMENDATIONS**

The requested appointments and reappointments meet the provisions of Board policy IV.G. State Rehabilitation Council, and the applicable federal regulations.

Staff recommends approval.

**BOARD ACTION**

I move to approve the appointment of Kenna Buckner to the State Rehabilitation Council as a representative for a community rehabilitation provider for a term of three years effective July 1, 2018, ending June 30, 2021.

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

I move to approve the appointment of Darin Lindig to the State Rehabilitation Council as a representative for business, industry and labor for a term of three years effective June 1, 2018 ending May 31, 2021.

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



**CONSENT  
JUNE 21, 2018**

**ATTACHMENT 1**

**State Rehabilitation Council Membership as of May 31, 2018**

<b>Members Shall Represent:</b>	<b>Number of Representatives Required</b>	<b>Name</b>	<b>Term Ends</b>
<b>Former Applicant or Recipient</b>	Minimum 1	Joe Anderson	5/31/2020
<b>Parent Training &amp; Information Center...</b>	Minimum 1	Sarah Tueller	6/30/2021
<b>Client Assistant Program</b>	Minimum 1	Dina Flores - Brewer	no end date
<b>VR Counselor</b>	Minimum 1	Suzette Whiting	6/30/2021
<b>Community Rehabilitation Program</b>	Minimum 1	Lori Gentillon/ <span style="color: red;">vacating</span>	6/30/2018
<b>Business, Industry and Labor</b>	Minimum 4	Lucas Rose	6/30/2020
		vacant	
		Ron Oberleitner	3/31/2020
		Robert Atkins	12/31/2020
<b>Disability Advocacy groups</b>	No minimum or maximum	Molly Sherpa	3/31/2020
		Janice Carson	3/31/2020
		Mike Hauser	2/28/2021
<b>State Independent Living Council</b>	Minimum 1	Mel Leviton	9/30/2018
<b>Department of Education</b>	Minimum 1	Kenrick Lester	6/30/2020
<b>Director of Vocational Rehabilitation</b>	Minimum 1	Jane Donnellan	No end date
<b>Idaho's Native American Tribes</b>	Minimum 1	Ramona Medicine Horse	No end date
<b>Workforce Development Council</b>	Minimum 1	Gordon Graff	8/31/2018
Revised 5/10/2018			

**CONSENT  
JUNE 21, 2018**

**ATTACHMENT 2**

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February 22, 2018

To whom it may concern;

I am writing this letter to explain why I would like to serve on the State Rehabilitation Council. As a Community Rehabilitation Program, Vocational Rehabilitation Manager, I am vested in the services provided to Idahoans with disabilities. I would like the opportunity to participate in continued dialog to ensure continued success of employment for individuals with disabilities as well as provide input where services may be able to be improved.

As a student at Lewis Clark State College, I was member of the Students of Social Work club and participated in various actives to better the lives of underprivileged individuals in Idaho. For example, I met with local legislators to encourage implementation of new legislation to benefit children, individuals with disabilities, and the elderly.

I have effectively worked with various agencies in Spokane to organize Access Spokane. A large job fair geared to employment of individuals with disabilities.

In addition, I am currently Vice Chair of the Nez Perce Vocational Rehabilitation Services Advisory Committee.

I currently contract with Idaho Division of Vocational Rehabilitation to provide job placement services to individuals residing in Lewiston, Moscow, Orofino, and Grangeville Idaho.

I am happy to answer any questions you may have. Please feel free to contact me.

Sincerely,



Kenna Buckner  
208-791-4228

**Darin Lindig Letter of Interest**

HP is committed to diversity and inclusion. Much of the local progress is driven through our internal employee disability group. Through our corporate and local groups, we are aiming to improve our recruiting, hiring, retention, and job satisfaction of people with disabilities. I hope by serving on the SRC I could help improve our state's disability employment outcomes, bring back to HP lessons learned from VR and other companies, as well as promote disability VR employment opportunities to other companies.

Personally, I have children with disabilities, some who have benefitted greatly from VR services. I also happen to be married to a Rockstar.

Darin Lindig

**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Data Management Council Appointment

**REFERENCE**

June 2016	The Board reappointed Georgia Smith, Don Coberly, Chris Campbell, Matthew Rauch, and Shari Ellertson and appointed Connie Black to the Data Management Council.
June 2017	The Board reappointed Tami Haft, Carson Howell, Todd King, Heather Luchte, and Vince Miller to the Data Management Council.
October 2017	The Board appointed Luke Schroeder to the Data Management Council.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT: Data Access and Transparency

**BACKGROUND/DISCUSSION**

The Data Management Council (Council) is tasked with making recommendations on the oversight and development of the Educational Analytics System of Idaho (EASI) and oversees the creation, maintenance and usage of this P-20 and Workforce system. There are 12 seats on the Council. The Council consists of:

- One representative from the Office of the State Board of Education.
- Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution.
- One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented in subsection 3.c. above.
- Two representatives from the State Department of Education.
- Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district.
- One representative from the Division of Career Technical Education.
- One representative from the Department of Labor.

Each year half of the seats are up for appointment. Each term is two years commencing on July 1<sup>st</sup>. The candidates for reappointment are:

- Chris Campbell (State Department of Education) – Original Appointment June 2015

**CONSENT**  
**JUNE 21, 2018**

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- Don Coberly (Boise School District, Superintendent) – Original Appointment October 2015
- Matthew Rauch (Kuna School District, Database Manager) – Original Appointment February 2015
- Georgia Smith (Idaho Department of Labor, Deputy Director) – Original Appointment by Executive Director in 2011 (authorized by Board October 2011)

**IMPACT**

Appointment of these individuals will fill all but two seats on the Data Management Council. A seat reserved for a community college will be open July 1, due to the completion of Connie Black's term. A seat reserved for a 4-year college or university will be open July 1, due to the completion of Shari Ellertson's term. The Data Management Council is currently seeking nominations of individuals who would be willing to fill those roles.

**ATTACHMENTS**

Attachment 1 – Current Council Membership

Attachment 2 – Reappointments - Statements of Interest

**STAFF COMMENTS AND RECOMMENDATIONS**

All of the individuals being considered for reappointment have been active members of the Council and have expressed an interest in continuing to serve. For the open seats, the Data Management Council has requested names of colleagues that are familiar with data security and might be willing to serve on the Council. Those identified individuals are then contacted and asked to provide a letter of interest and qualifications. The Data Management Council will then meet to discuss the materials provided and vote on names to bring forward to the Board for later appointment.

Changes in the Board office require a change in the representative to the Data Management Council. Carson Howell is no longer serving as the Chief Research Officer. It is recommended that Cathleen McHugh, the new Chief Research Officer, replace Carson Howell on the Council and assume the remainder of his term.

Staff recommends approval.

**BOARD ACTION**

I move to approve the reappointment of Chris Campbell to the Data Management Council as a representative of the Department of Education for a term commencing July 1, 2018 and ending June 30, 2020.

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

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I move to approve the reappointment of Don Coberly to the Data Management Council as a school district representative for a term commencing July 1, 2018 and ending June 30, 2020.

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

I move to approve the reappointment of Mathew Rauch to the Data Management Council as a school district representative for a term commencing July 1, 2018 and ending June 30, 2020.

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

I move to approve the reappointment of Georgia Smith to the Data Management Council as a representative of the Department of Labor for a term commencing July 1, 2018 and ending June 30, 2020.

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

I move to approve the appointment of Cathleen McHugh to fill the remainder of Carson Howell's term on the Data Management Council, ending June 30, 2019.

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

**CONSENT  
JUNE 21, 2018**

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**ATTACHMENT 1**

**Idaho State Board of Education  
DATA MANAGEMENT COUNCIL  
Current Membership**

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Luke Schroeder  
Kimberly School District  
**Term: November 1, 2017 – June 30, 2019**

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Connie Black  
College of Western Idaho  
**Term: July 1, 2016 – June 30, 2018**

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Tami Haft  
North Idaho College  
**Term: July 1, 2017 – June 30, 2019**

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Chris Campbell – Vice Chair  
State Department of Education  
**Term: July 1, 2016 – June 30, 2018**

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Carson Howell - Chair  
Office of the State Board of Education  
**Term: July 1, 2017 – June 30, 2019**

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Don Coberly  
Boise School District  
**Term: July 1, 2016 – June 30, 2018**

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Todd King  
State Department of Education  
**Term: July 1, 2017 – June 30, 2019**

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Shari Ellertson – Secretary  
Boise State University  
**Term: July 1, 2016 – June 30, 2018**

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Heather Luchte  
Career Technical Education  
**Term: July 1, 2017 – June 30, 2019**

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Matthew Rauch  
Kuna School District  
**Term: July 1, 2016 – June 30, 2018**

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Vince Miller  
Idaho State University  
**Term: July 1, 2017 – June 30, 2019**

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Georgia Smith  
Department of Labor  
**Term: July 1, 2016 – June 30, 2018**

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**Notification of Interest**

**From:** Matthew Rauch [<mailto:mrauch@kunaschools.org>]  
**Sent:** Thursday, June 07, 2018 7:44 AM  
**To:** Cathleen McHugh <[Cathleen.McHugh@osbe.idaho.gov](mailto:Cathleen.McHugh@osbe.idaho.gov)>  
**Subject:** Re: Reappointment

I am interested in continuing with the Data Management Council. I didn't realize my term had expired. Thank you for this opportunity to serve the State of Idaho Board and I wish to continue for many years and help direct the work.

**From:** Georgia Smith <[Georgia.Smith@labor.idaho.gov](mailto:Georgia.Smith@labor.idaho.gov)>  
**Sent:** Wednesday, May 16, 2018 4:24 PM  
**To:** Carson Howell <[Carson.Howell@osbe.idaho.gov](mailto:Carson.Howell@osbe.idaho.gov)>  
**Subject:** RE: [EXTERNAL] DMC

First and foremost, congratulations on your new job! I hope it's a promotion for you. I will miss your leadership on the DMC.

As for serving on the DMC,

My involvement in the DMC has been beneficial to the department, to me and hopefully to the DMC, OSBE and our WIOA partners. I serve as the records custodian for the Idaho Department of Labor. Being involved in reviewing the proposals has given me a greater understanding of the importance of Labor data to the reporting responsibilities for OSBE, CTE, VocRehab and the rest of our college and university partners. I found the course we took in ethical research practices to be invaluable. I am also acutely aware of the role attendance plays in our ability to obtain a quorum and how not having a quorum adversely affects research timelines. I enjoy being part of the group and I am happy to step up and help serve in the capacity of secretary anytime.

Bottom line: I am interested in serving as long as I can.

**Georgia Smith** | Deputy Director  
Communications & Research  
Idaho Department of Labor  
317 West Main Street | Boise, ID 83735  
208-332-3570 ext. 2102  
Cell: 208-841-5509  
Fax: 208-334-6455  
[Georgia.Smith@labor.idaho.gov](mailto:Georgia.Smith@labor.idaho.gov)





**CONSENT**  
**JUNE 21, 2018**

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**From:** Chris Campbell [<mailto:cacampbell@sde.idaho.gov>]  
**Sent:** Thursday, June 07, 2018 11:44 PM  
**To:** Cathleen McHugh <[Cathleen.McHugh@osbe.idaho.gov](mailto:Cathleen.McHugh@osbe.idaho.gov)>  
**Subject:** Re: Reappointment

Cathleen,

I am very interested in continuing to represent the SDE on the Data Management Council. It would be my honor to continue working toward improving transparency while addressing security of student data.

Please let me know if you need any further information from me.

Thank you,

Christopher Campbell

**From:** Don Coberly <[don.coberly@boiseschools.org](mailto:don.coberly@boiseschools.org)>  
**Sent:** Wednesday, May 16, 2018 3:57 PM  
**To:** Carson Howell <[Carson.Howell@osbe.idaho.gov](mailto:Carson.Howell@osbe.idaho.gov)>  
**Subject:** Re: DMC

I'd be happy to.

Don

On Wed, May 16, 2018 at 3:53 PM, Carson Howell <[Carson.Howell@osbe.idaho.gov](mailto:Carson.Howell@osbe.idaho.gov)> wrote:

Don,

We are preparing the Board materials for the June meeting and your term on the DMC is ending. I just wanted to check with you on whether you had interest in serving another term on the Council.

Thanks,

Carson

**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Accountability Oversight Committee Appointments

**REFERENCE**

April 2010	Board approved second reading of Board Policy III.AA, creating the Accountability Oversight Committee
April 2016	Board approved second reading of amendment to Board Policy I.Q. to revise the Accountability Oversight Committee membership by adding a fifth at-large member who has a background in special education.
May 2016	Board approved the appointment of Julian Duffey and Roger Stewart.
June 2016	Board approved the appointment of Rob Sauer.
Jun 2017	Board approved reappointment of John Goedde and Jackie Thomason.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.Q.  
Accountability Oversight Committee

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT: Data Access and Transparency  
GOAL 2: EDUCATIONAL ATTAINMENT: Objective A: Higher Level of Educational Attainment

**BACKGROUND/DISCUSSION**

The Accountability Oversight Committee was established in April 2010 as an ad-hoc committee of the Idaho State Board of Education. It provides oversight of the K-12 statewide assessment system, ensures effectiveness of the statewide system, and recommends improvements or changes as needed to the Board.

The committee consists of:

- The Superintendent of Public Instruction or designee,
- Two Board members, and
- Five at-large members appointed by the Board, one of whom must have a special education background.

Julian Duffey and Roger Stewart were appointed in May 2016 and Rob Sauer was appointed in June 2016. Julian Duffey serves as the at-large member with special education experience. The initial terms for these members will end on June 30, 2018. The Accountability Oversight Committee has recommended them for reappointment.

**CONSENT**  
**JUNE 21, 2018**

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Julian Duffey is the Special Education Director for Bonneville Joint School District. Julian has a Master of Education in Educational Administration and is an adjunct professor at Idaho State University, having taught courses in the Department of Special Education and Department of Educational Leadership and Instructional Design. Julian is Past President of the Idaho Council for Exceptional Children. He previously spent four years as a Vice Principal and three years as a special education teacher in Eastern Idaho school districts. Julian was a member of the United States Navy for seven years.

Rob Sauer is completing his sixth year as the Superintendent of Homedale School District. Rob was previously the Deputy Superintendent for the Idaho State Department of Education. In the past, Rob served as a member of the Professional Standards Commission and was on the boards of Idaho Digital Learning and the Idaho High School Activities Association. Before moving into district administration, Rob spent 13 years as teacher and principal in two rural Idaho school districts. Rob has a Master of Education Leadership from the University of Idaho. In 2005, he was the first Idaho administrator to receive the Milken Family Foundation National Educator Award.

Roger Stewart has a Ph.D. in Curriculum and Instruction and is professor in the Literacy, Language, and Culture Department at Boise State University. His research interests include large-scale assessments and their influence on instruction and school change. Roger has been a faculty member at Boise State since 1995, and previously taught at University of Wyoming and Purdue University. Roger was a classroom teacher in Indiana for six years.

**IMPACT**

Approval of Julian Duffey, Rob Sauer, and Roger Stewart will maintain filled at-large seats on the Committee through June 30, 2019.

**ATTACHMENTS**

Attachment 1 – Current Membership List

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Board Policy I.Q., terms run from July 1 through June 30 of the applicable year. In making at-large appointments to the Accountability Oversight Committee, consideration should be given to the appointees' background, representative district / school size, and regional distribution. Staff recommends approval of the re-appointment of Julian Duffey, Rob Sauer, and Roger Stewart.

**BOARD ACTION**

I move to approve the reappointment of Julian Duffey to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2018 and ending on June 30, 2020.

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

**CONSENT**  
**JUNE 21, 2018**

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I move to approve the reappointment of Rob Sauer to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2018 and ending on June 30, 2020.

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

I move to approve the reappointment of Roger Stewart to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2018 and ending on June 30, 2020.

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

**CONSENT  
JUNE 21, 2018**

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**ATTACHMENT 1**

**ACCOUNTABILITY OVERSIGHT COMMITTEE  
JULY 2018**

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State Board of Education Member –  
Ex-Officio

Debbie Critchfield

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State Board of Education Member –  
Ex-Officio

Linda Clark

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Superintendent of Public Instruction or Designee –  
Ex-Officio

Pete Koehler  
Deputy Superintendent  
State Department of Education

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Member At Large and Committee Chair  
Term: July 1, 2017- June 30, 2019

Jackie Thomason  
Former Chief Academic Officer  
West Ada School District #2

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Member At Large  
Term: July 1, 2017-June 30, 2019

John Goedde  
Former Idaho State Senator  
Former School Board Trustee, Coeur d'Alene District  
#271

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Member At Large  
Term: May 19, 2016 - June 30, 2018

Roger Stewart  
Professor, College of Education  
Boise State University

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Member At Large  
Term: July 1, 2016 - June 30, 2018

Rob Sauer  
Superintendent  
Homedale School District #370

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Member At Large (Special Education)  
Term: May 19, 2016 - June 30, 2018

Julian Duffey  
Special Education Director  
Bonneville Joint School District #93

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Board Staff Support

Alison Henken  
K-12 Accountability and Projects Program Manager  
Office of the State Board of Education  
[alison.henken@osbe.idaho.gov](mailto:alison.henken@osbe.idaho.gov)  
208-332-1579

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**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Institution President Approved Alcohol Permits

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Governance/Oversight required through Board policy to assure a safe environment for students conducive to the institutions mission of educating students.

**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 Regular April 2018 Board meeting. Since that meeting, Board staff has received fifty-nine (59) permits from Boise State University, twenty-one (21) permits from Idaho State University, twenty six (26) permits from the University of Idaho and nine (9) 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

**BOARD ACTION**

I move to accept the report on institution president approved alcohol permits.

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

**CONSENT  
JUNE 21, 2018**

**ATTACHMENT 1**

<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY March 2018 – January 2019</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
American Culinary Federation Chapter Meeting	Student Union Building Bergquist Lounge		X	3/26/2018
College of Education 25 Year Doctoral Program	Stueckle Sky Center	X		4/03/2018
St. Lukes Hospital Awards for Donors	Stueckle Sky Center		X	4/04/2018
Gene Harris Jazz Festival	Morrison Center	X		4/06/2018
Henry's Fork Foundation Gala	Stueckle Sky Center	X		4/06/2018
EMBA Open House 17/18	COBE	X		4/06/2018
Dennis Miller	Morrison Center		X	4/07/2018
Distinguished Lecture Series Reception	Morrison Center	X		4/08/2018
Distinguished Professor Reception	Ben Victor Gallery and Workshop	X		4/10/2018
Future of the Arts	Stueckle Sky Center	X		4/11/2018
Hall of Fame Induction Ceremony	Stueckle Sky Center	X		4/13/2018
Boise Philharmonic	Morrison Center		X	4/14/2018
RAIN	Morrison Center		X	4/16/2018
Protecting Idaho's Water for Idaho's Future	Student Union Building Jordan ABC	X		4/17/2018
Swan Lake	Morrison Center		X	4/20/2018
Ballet of Idaho	Morrison Center		X	4/21/2018
Wassmuth Center for Human Rights	Morrison Center		X	4/26/2018
Rockies Advertising Awards	Stueckle Sky Center		X	4/8/2018
VPASA Appreciation Social	Alumni and Friends Center	X		5/01/2018
President's Club Spring Celebration	Student Union Building Simplot	X		5/03/2018
MBA Spring Graduation Celebration	COBE	X		5/04/2018

**CONSENT  
JUNE 21, 2018**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Chris Botti	Morrison Center		X	5/06/2018
Marty Schimpf Retirement Reception	Education Building	X		5/07/2018
School of Public Service Commitment to Idaho	Student Union Building Simplot Ballroom	X		5/08/2018
Marks, Val & Peta	Morrison Center		X	5/08/2018
Physicians Task Force	COBE	X		5/09/2018
Human Environmental Systems Reception	Stueckle Sky Center	X		5/09/2018
Professional Staff Association Appreciation Event	Stueckle Sky Center	X		5/10/2018
A Gentleman's Guide to Love and Murder	Morrison Center		X	5/11/2018
Annual BBQ for members of the Alumni Association	Alumni and Friends Center	X		5/16/2018
2018 ISPE Annual Meeting	Student Union Building Simplot Ballroom AC	X		5/17/2018
NLN Simulation Conference	Student Union Building	X		5/18/2018
Lion King VIP Reception	Morrison Center		X	5/21/2018
Satterlee Send-Off Reception	Alumni and Friends Center	X		5/22/2018
Celtic Woman	Morrison Center		X	5/29/2018
Networking Event, US Air Force Electrical Engineering Conference	Stueckle Sky Center		X	5/31/2018
Morrison Center Volunteer Banquet	Stueckle Sky Center	X		6/03/2018
American Gas Association	Stueckle Sky Center		X	6/04/2018
Reception for CATCH	Stueckle Sky Center		X	6/06/2018
Kingston Trio & The Limelites	Morrison Center		X	6/07/2018
Guide Morrison	Stueckle Sky Center		X	6/07/2018
Steely Dan/Doobie Brothers Concert	Taco Bell Arena		X	6/09/2018
Dr. Smiley's Retirement Party	Stueckle Sky Center		X	6/09/2018
Jackie Evancho	Morrison Center		X	6/10/2018



**CONSENT  
JUNE 21, 2018**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Jersey Boys	Morrison Center		X	6/12/2018
ITAC-Idaho Threat Assessment Conference	Stueckle Sky Center		X	6/13/2018
HP Wide Technology Conference	Stueckle Sky Center		X	6/13/2018
Jersey Boys Pre-show	Morrison Center		X	6/13/2018
Katie Sewell's Retirement Party	COBE	X		6/21/2018
WWE Live	Taco Bell Arena		X	6/22/2018
Counting Crows Concert	Taco Bell Arena		X	6/27/2018
FMRI Graduation	Student Union Building Simplot		X	6/30/2018
Power Engineers Black Tie Dinner	COBE		X	7/09/2018
Albertsons Floral Department	Stueckle Sky Center		X	7/17/2018
Five Finger Death Punch & Breaking Benjamin	Taco Bell Arena		X	7/20/2018
Keith Urban Concert	Taco Bell Arena		X	9/28/2018
Fall Out Boy Concert	Taco Bell Arena		X	10/02/2018
Metallica Concert	Taco Bell Arena		X	11/28/2018
Elton John Concert	Taco Bell Arena		X	1/11/2019

**CONSENT  
JUNE 21, 2018**

<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY April 2018 – June 2018</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Casino Royale	Stephens Performing Arts Center	X		4/06/2018
Gem Legacy Donor Recognition Dinner	Stephens Performing Arts Center	X		4/13/2018
GAIN Reception	CAES Headquarters	X		4/18/2018
2018 Richard Stallings Banquet	Student Union Building Wood River Room		X	4/21/2018
Curlew Film and Panel Discussion	Student Union Building Wood/Little Wood River Room		X	4/26/2018
Southeast Idaho Military Ball	Student Union Building Ballroom	X		4/27/2018
Scholarship Brunch	Stephens Performing Arts Center		X	4/28/2018
Presidential Farewell Reception	Stephens Performing Arts Center	X		5/02/2018
CoSE Dean's Reception	Student Union Building Salmon River Suite	X		5/04/2018
Spring Celebration – College of Arts & Letters	Frazier Hall	X		5/04/2018
2018 KDHS Awards Reception	Stephens Performing Arts Center		X	5/04/2018
Commencement Luncheon	Student Union Building Wood River Room	X		5/05/2018
Camerata 50 <sup>th</sup> Anniversary	Stephens Performing Arts Center	X		5/08/2018
Conversations with Remarkable Women	Student Union Building Bennion		X	5/17/2018
ISU Fiddlers Competition	Fine Arts Building Art Gallery		X	5/19/2018
Eastern Idaho Community Action Partnership Annual Dinner	Student Union Building Bennion		X	5/22/2018
Force Wedding	Stephens Performing Arts Center		X	5/26/2018
Astronomical Idaho Opening Event	Museum	X		6/06/2018
Chamber After Hours	COB Building Lobby	X		6/21/2018
Lazalde Pevey Wedding	Idaho Falls Multi-Purpose		X	6/23/2018
Pocatello High School 1998 Reunion	Stephens Performing Arts Center		X	6/23/2018

**CONSENT  
JUNE 21, 2018**

<b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO April 2018 – July 2018</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Golden I Reunion Social	Hays Hall Alumni Lounge	X		4/04/2018
Marbling Demonstration	Art and Architect North Marbling Studio	X		4/09/2018
Leadership Academy Awards Ceremony and Dinner	Bruce Pitman Center	X		4/16/2018
Department of Physics Annual Awards Banquet	Commons Whitewater Room	X		4/17/2018
CAAP Dinner	Memorial Gym Main Gym	X		4/17/2018
Board Meeting Dinner	Memorial Gym	X		4/18/2018
College of Law/ISB Appellate Section Reception	ILJLC 514 W Jefferson St. Boise, ID	X		4/19/2018
Moms' Weekend Dinner & Entertainment	International Ballroom	X		4/21/2018
CALS Awards Banquet	Bruce Pitman Center	X		4/23/2018
University Awards for Excellence	International Ballroom	X		4/25/2018
UI Theatre Alumni Reception	Hays Hall Alumni Lounge	X		4/27/2018
Idaho Wheat Commission Signing Celebration	Ag Science Building Lobby	X		4/30/2018
Short and Sweet Talks Series	IRIC Atrium	X		5/02/2018
Joint Retirement Party – Sally Machlis, Diane Armpriest, Ellen Mckenzie	Prichard Art Gallery	X		5/03/2018
2018 Men's Golf League	Golf Course	X		5/03/2018
Student Awards Ceremony	Whitewater Room	X		5/11/2018
2018 President's Commencement Dinner	Bruce Pitman Center	X		5/11/2018
Retirement Reception – Lynn Baird	Library Second Floor	X		5/14/2108

**CONSENT  
JUNE 21, 2018**

Advisory Board reception	Water Center Boise, Idaho	X		5/17/2018
Barreth Badger	Bruce Pitman Center International Ballroom		X	5/19/2018
Dinner with the Provost	Commons	X		5/29/2018
INBRE Director's Reception	IRIC Atrium	X		6/13/2018
Friends Preview Reception – Summer Exhibit	Prichard Art Gallery	X		6/14/2018
Idaho Teacher's Institute Reception	ILJLC 514 W Jefferson St. Boise, ID	X		6/14/2018
UEC Golf Scramble	Golf Course	X		6/17/2018
Rocky Mountain Labor School BBQ	Green/Plaza	X		7/09/2018

**APPROVED ALCOHOL SERVICE AT  
LEWIS-CLARK STATE COLLEGE  
May 2018 – July 2018**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
President's Welcome Reception Dinner	Gallery	X		5/03/2018
Jeff Karlin Musings Opening Reception	Gallery	X		5/04/2018
Hometown Wedding Reception	Gallery		X	5/19/2018
Wedding Reception – Ockwell & Miller	Gallery		X	5/26/2018
28 <sup>th</sup> Annual Confluence Grape & Grain Fundraiser	Gallery	X		4/20/2018
NAIA World Series Invitation Banquet Social	Activity Center	X		5/24/2018
Hometown Wedding Reception – O'Donnell & Fitzgerald	Galley		X	5/27/2018
IVMA Annual summer Meeting – Reception	Student Union Building		X	6/14/2018
IEA Summer Institute Keynote/Dinner	Williams Conference Center		X	7/27/2018

**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Coeur d'Alene School District – School District Boundary Correction  
(Annexation/Excision)

**REFERENCE**

February 2015	Board approved the annexation/excision of property from the Lakeland School District to the Coeur d'Alene School District and forwards the request to the electorate.
April 2015	Board approved the annexation/excision of property from the Post Falls School District to the Coeur d'Alene School District and forwards the request to the electorate.
June 2017	Board approved the correction to the legal description of Coeur d'Alene School District Boundary caused by two overlapping changes from different school districts.
December 2017	Board denied the annexation/Excision request between Lakeland and Coeur d'Alene School Districts

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-307, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 2: EDUCATIONAL ATTAINMENT: Access

**BACKGROUND/DISCUSSION**

Section 33-307, Idaho Code, prescribes the requirements for correcting or altering school district boundaries and authorizes the State Board of Education to make corrections due to errors in the legal description of the boundaries or for any other reason. Section 33-308, Idaho Code, provides a process whereby the State Board of Education shall consider amendments to the boundaries of adjoining school districts and direct that an election be held, provided that the proposed excision and annexation is in the best interest of the children residing in the area described, and excision of the territory would not leave a school district with a bonded debt in excess of the limit prescribed by law. IDAPA 08.02.01.050 includes criteria for review of the petition by a hearing officer appointed by the Superintendent of Public Instruction for purposes of making recommendations to the State Board of Education. The Coeur d'Alene and Post Falls school districts have requested the State Board of Education, pursuant to the provisions of Section 33-307, Idaho Code correct the boundaries in Attachment 3.

In most instances the Board uses the provisions of Section 33-308, Idaho Code to consider the annexation and excision of property between school districts. As part of this process under Section 33-308, Idaho Code, a hearing officer provides public

**CONSENT**  
**JUNE 21, 2018**

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notice and conducts hearing and then based on that feedback makes recommendation to the Board addressing the statutory provisions. Following the recommendations from the hearing officer, should the Board approve the petition, boundary changes are then submitted to the county and the individuals residing within the affected areas have the opportunity to vote on the annexation/excision of their property into the adjoin school district.

The provisions of Section 33-307, Idaho Code allow the Board to correct school district boundaries without conducting hearings and without putting the question to the impacted electorate. This provision is generally used by the Board to correct technical errors that are found in the legal descriptions of school district boundaries. Section 33-307, Idaho Code, was used in the June 2017 action to incorporate two separate actions that overlapped each other, both were approved by the Board and the electorate. However, correction was required because the recorded legal description only incorporated one of the actions.

The two Boards of Trustees have met jointly and are requesting the proposed boundary amendments. Various subdivisions and roads have been built in areas that previously were vacant along the two school district joint boundaries resulting in homes in one district being closer to schools in the adjoining district. The attached proposal would “clean-up” the mutual boundary, moving property into the school district that makes the most sense when considering the route and proximity to existing and planned schools. The proposal would not substantially alter the two school districts current bonded debt. The amounts would remain within the limits prescribed by law. Attachment 3, Exhibit 5 provides the bonded debt amounts for each school district.

**IMPACT**

Upon approval of the corrected legal description, the State Department of Education will send a corrected order to the Coeur d’Alene and Post Falls Boards of Trustees in accordance with Section 33-307(2), Idaho Code. Once the order is received by the school district, the school districts shall notify the State Tax Commission. Within thirty (30) days of receipt of the order, the State Tax Commission and the County Assessor shall correct or alter the legal description of the school.

**ATTACHMENTS**

Attachment 1 – Post Falls School District Boundary Legal Description  
Attachment 2 – Coeur d’Alene School District Boundary Legal Description  
Attachment 3 – Joint Petition for Boundary Correction  
Attachment 4 – Supplemental Materials for Petition

**STAFF COMMENTS AND RECOMMENDATIONS**

While the process used to correct school district boundaries under Section 33-307, Idaho Code, does not require public meetings, the Coeur d’Alene and Post Falls School Districts held a joint meeting on March 19, 2018 to solicit feedback on the

**CONSENT**  
**JUNE 21, 2018**

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proposed boundary changes from the public. The joint meeting was highly publicized in the local media. Feedback received during the meeting was predominantly in favor of the proposed boundary change. Attachment 4 includes information specific to the meeting, the comments received and the minutes from the meeting.

**BOARD ACTION**

I move to approve the corrected boundary legal description for the Coeur d'Alene School District as submitted in Attachment 1.

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



## STRATTON LAND SERVICES, INC.

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**SURVEYING & ENGINEERING**

8 May 2018

Project 17019

Area 1

To be annexed to District #273 and

To be excised from District #271

A parcel of land located in sections 4, 5 and 8, township 50 north, range 4 west of the Boise Meridian, Kootenai County, Idaho, being more particularly described as:

Beginning at the northeast corner of said section 5;  
 Thence southerly along the east line of said section 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62;  
 Thence southeasterly along said curve and said centerline 243.89 feet;  
 Thence south 7° 21' 18" east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10;  
 Thence along said centerline the following courses:  
 Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right;  
 Thence southerly along said curve 442.74 feet;  
 Thence south 19° 48' 38" west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left;  
 Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4;  
 Thence south 0° 05' 06" west along said parallel line 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho;  
 Thence leaving said centerline westerly along said northerly right-of-way line 505 feet, more or less, to a point on the extended west line of said plat;  
 Thence southerly along said west line and said line extended to the



center thread of the Spokane River;  
Thence westerly along said center thread to the intersection with the  
north-south center line of said section 8;  
Thence northerly along said north-south centerline to the northwest  
corner of the northeast quarter of said section 8;  
Thence northerly along the north-south centerline of said section 5  
for 5280 feet, more or less, to the northwest corner of the northeast  
quarter of said section 5;  
Thence easterly along the north line of said section 2640 feet, more  
or less, to the said point of beginning.



Area 1: Annexed/Excised: page 2



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**SURVEYING & ENGINEERING**

8 May 2018

17019

Post Falls School District #273

Overall boundary after proposed annexations/excisions

Beginning at the NW corner of the NE  $\frac{1}{4}$  of Section 20 T51N R5W and going east to the NE corner of section 24 T51N R5W, then south to the NE corner of the S  $\frac{1}{2}$  of said section, then east to the NE- NW corner of the SW  $\frac{1}{4}$  of Section 21 T51N R4W, then south to the NE corner of the W  $\frac{1}{2}$  of section 28 T51N R4W, then west to the NW corner of said section, then north to the NW corner of the S  $\frac{1}{2}$  of said section, then east to the NE corner of the SW  $\frac{1}{4}$  of said section, then south to the SE corner of the W  $\frac{1}{2}$  of Section 33 T51N R4W, then west to the NE corner of the W  $\frac{1}{2}$  of Section 5 T50N R4W, then south to the point where the east edge of the W  $\frac{1}{2}$  of Section 8 T50N R4W to the NW corner of section 4, T50N, R4W, then continuing south 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62, then southeasterly along said curve and said centerline 243.89 feet, Thence south 7° 21' 18" east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10, Thence along said centerline the following courses: Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right, Thence southerly along said curve 442.74 feet, Thence south 19° 48' 38" west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left, Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4, Thence south 0° 05' 06" west along said centerline 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho, then westerly along said northerly right-of-way line to the intersection of the extended west boundary line of said plat, then south along said west boundary line of said plat to where it meets the Spokane River, then westerly down the Spokane River taking the north channel by the island in Section 8 T50N R4W to the point where the Spokane River touches the eastern border of Section 12 T50N R4W R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 24 T50N R5W, then west to the SE corner of the NW  $\frac{1}{4}$  of Section 23 T50N R5W, then south to the

SE corner of the SW  $\frac{1}{4}$  of said section, then west to the NE corner of the W  $\frac{1}{2}$  of Section 28 T50N R5W, then south to the SE corner of the W  $\frac{1}{2}$  of said section, then west to the SW corner of said section, then south to the SE corner of Section 32 T50N R5W, then east to the NE corner of Section 4 T49N R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 9 T49N R5W, then west to the SW corner of the NE  $\frac{1}{4}$  of section 8 T49N R5W, then north to the SW corner of the NE  $\frac{1}{4}$  of Section 5 T49N R5W, then west to the SW corner of the n  $\frac{1}{2}$  of Section 1 T49N R6W, then north to the NW corner of Section 36 T51N R6W, then east to the NW corner of Section 32 T51N R5W, then north to the SW corner of the NW  $\frac{1}{4}$  of Section 20 T50N R5W, then east to the SE  $\frac{1}{4}$  corner of the NW  $\frac{1}{4}$  of said section, then north to the point of beginning.

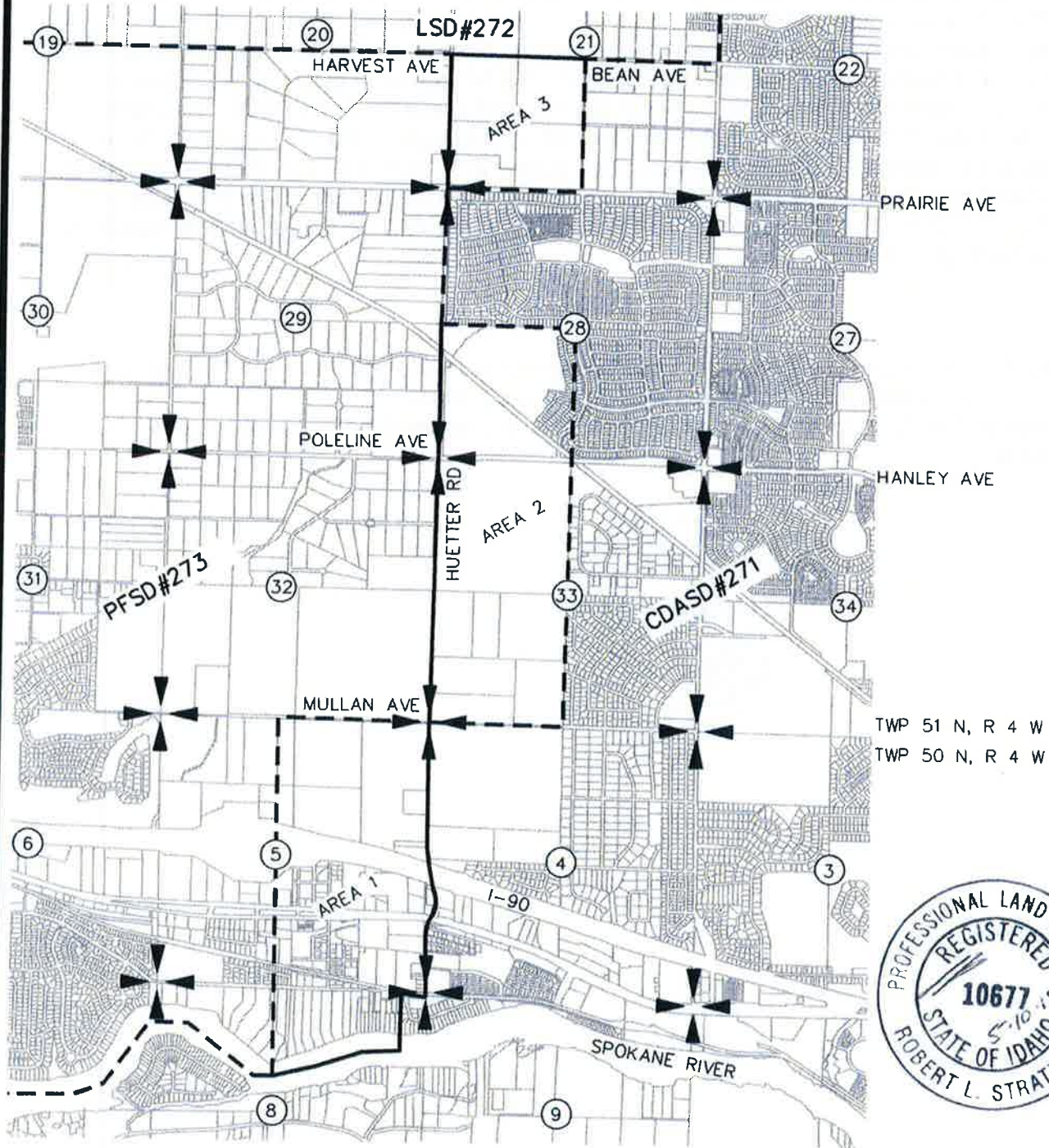
Notes: 1) Survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.  
 2) Original description was a poor quality PDF that was transcribed by Stratton Land Services.



PFSD #273: Overall boundary after Annexations/Excisions: page 2



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

SHT. 1 OF 1

PROJ # 17019



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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 2

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 28 and the west half of section 33,  
all in township 51 north, range 4 west of the Boise Meridian,  
Kootenai County, Idaho.





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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 3

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 21, township 51 north, range 4 west  
of the Boise Meridian, Kootenai County, Idaho.







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**SURVEYING & ENGINEERING**

8 May 2018

17019

Coeur d'Alene School District #271

Overall boundary after proposed annexations/excisions

Beginning at the north  $\frac{1}{4}$  corner of Sec. 5, Twp. 50 N, R 4 W BM; thence east approximately 1 mile to the north  $\frac{1}{4}$  corner of Sec. 4, said township and range; thence north approximately  $1\frac{1}{2}$  miles to the center of Sec. 28, Twp. 51 N, R 4 W BM; thence west approximately  $\frac{1}{2}$  mile to the west  $\frac{1}{4}$  corner of Sec. 28, said township and range; thence north approximately  $\frac{1}{2}$  mile to the SW corner of Sec. 21, said township and range; thence east approximately  $\frac{1}{2}$  mile to the south  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence north  $\frac{1}{2}$  mile to the center west  $\frac{1}{4}$  corner of Sec. 21, Twp., 51 N, R 4 WBM; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence North approximately  $\frac{3}{16}$  mile to the SE corner of the north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{8}$  mile to the SW corner of said north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence south  $\frac{1}{16}$  mile to the SE corner of the east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{16}$  mile to the NW corner of the south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $1\frac{1}{16}$  miles to the SW corner of Sec. 10, said township and range; thence east approximately  $1\frac{1}{2}$  miles to the south  $\frac{1}{4}$  corner of Sec. 11, said township and range; thence north to the center of said Sec. 11; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 11; thence north approximately  $\frac{1}{4}$  mile to the NW corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 12, said township and range; thence east approximately  $\frac{1}{2}$  mile to the NE corner of the SE  $\frac{1}{4}$  corner of the NW  $\frac{1}{4}$  of said Sec. 12; thence north approximately  $\frac{3}{4}$  mile to the center of Sec. 1, said township and range; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 1; thence north approximately  $\frac{1}{2}$  mile to the NW corner of Sec. 6, Twp. 51 N, R 3 WBM; thence east  $3\frac{1}{4}$  miles, more or less, to the center of Hayden Lake; thence north approximately 1 mile to the mouth of Hayden Creek; thence north along the center thread of Hayden Creek to the north boundary of Sec. 34, Twp. 52 N, R 3 WBM; thence east approximately  $2\frac{3}{4}$  miles to the NE corner of Sec. 36, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 36; thence east  $14\frac{1}{4}$  miles, more or less, to the Shoshone County line; thence south 5 miles,

more or less, along the Kootenai-Shoshone County line to the SE corner of the SW 1/8 of Sec. 27, Twp. 51 N, R 1 EBM, on the Shoshone County line; thence west approximately 8 ¾ miles to the north ¼ corner of Sec. 31, Twp. 51 N, R 1 WBM; thence south approximately 7 miles to the south ¼ corner of Sec. 31, Twp. 50 N, R 1 WBM; thence west approximately ½ mile to the NW corner of Sec. 6, Twp. 49 N, on the range line between Ranges 1 & 2 WBM; thence south 3 miles, more or less, to the SE corner of Sec. 13, Twp. 49 N, on the range line; thence west approximately 9 miles to the SW corner of Sec. 15, Twp. 49 N, R 3 WBM; thence north approximately ½ mile to the west ¼ corner of said Sec. 15; thence west approximately 1 ½ miles to the center of Sec. 17, said township and range; thence north approximately 1 ½ miles to the south ¼ corner of Sec. 5, said township and range; thence west 1 1/2 miles, more or less, to the center of Coeur d'Alene Lake; thence south and west, continuing along the center thread of Coeur d'Alene Lake and Windy Bay to a point where it intersects the west line of Sec. 30, Twp. 48 N, R 4 WBM; thence north approximately 2 ½ miles to the SW corner of Sec. 7, said township and range; thence west approximately 1 mile to the SW corner of Sec. 12, Twp. 48 N, R 5 WBM; thence north approximately 5 miles to the NW corner of Sec. 24, Twp. 49 N, R 5 WBM; thence west approximately 1 mile to the NE corner of Sec. 22, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 22; thence west 4 miles, more or less, to the Washington-Idaho State line; thence north approximately 3½ miles to the west ¼ corner of Sec. 1, Twp. 49 N, R 6 WBM; thence east 1½ miles, more or less, to the center of Sec. 5, Twp. 49 N, R 5 WBM; thence south 1 mile to the center of Sec. 8, said township and range; thence east approximately 1½ miles to the east ¼ corner of Sec. 9, said township and range; thence north approximately 2 ½ miles to the NW corner of Sec. 33, Twp. 50 N, R 5 WBM; thence east ½ mile to the north ¼ corner of said Sec. 33; thence north approximately 1 mile to the north ¼ corner of Sec. 28, said township and range; thence east approximately 2 miles to the north ¼ corner of Sec. 26, said township and range; thence north approximately ½ mile to the center of Sec. 23, said township and range; thence east approximately 1½ miles to the west ¼ corner of Sec. 19, Twp. 50 N, R 4 WBM; thence north 2 miles, more or less, to the center thread of the Spokane River; thence east 4½ miles, more or less, along the center thread of the Spokane River to a point where the river intersects the north-south center line of extended west boundary line of the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho in Sec. 8, Twp. 50 N, R 4 WBM; thence north 4 ½ miles, more or less along said west boundary line and said west line extended to the intersection with the northerly right-of-way line of Maplewood Avenue as determined on said plat; thence easterly along said northerly right-of-way line of Maplewood Avenue to the east line of section 8, thence continuing along said right-of-way line 630 feet to the centerline of Huetter Rd. as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10.

Thence along said centerline the following courses: north 0° 05' 06" east 1186.43 feet to the beginning of a 600.00 foot radius tangent curve to the right; thence northeasterly along said curve 206.57 feet; thence north 19° 48' 38" east (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left; thence northeasterly along said curve 442.74 feet to the beginning of a 572.96 foot radius tangent curve to the right; thence northeasterly along said curve 151.12 feet; thence leaving said centerline north 7° 21' 18"

CDASD #271: Overall boundary after Annexations/Excisions: page 2



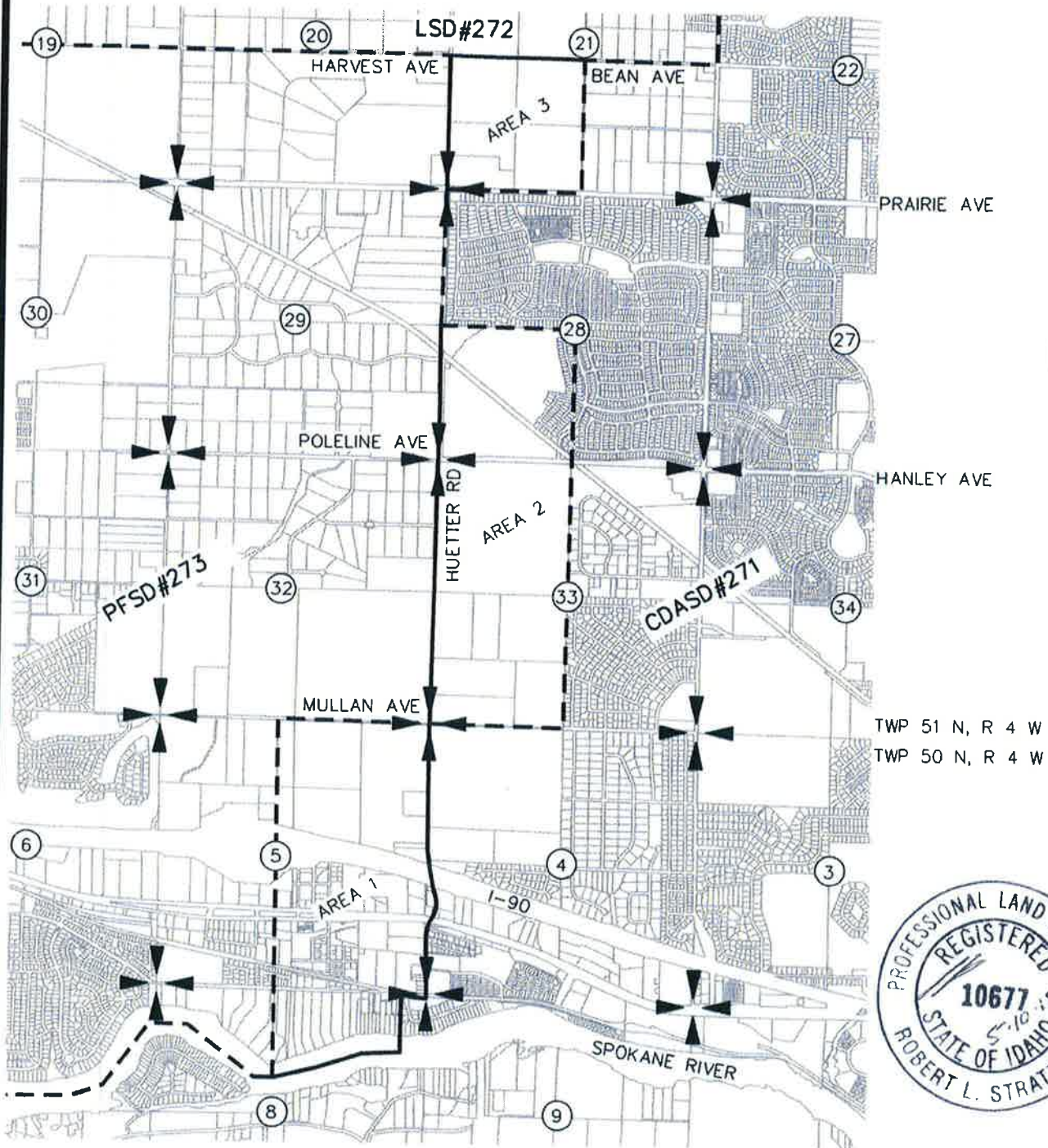
west along the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62 for 485.25 feet to the beginning of a 1909.86 foot radius tangent curve to the right; thence northwesterly along said curve and said centerline 243.89 feet to a point on the east line of said section 5; thence northerly along said east line 2460 feet, more or less, to the northeast corner of said section; thence northerly 2 ½ miles, more or less, to the point of beginning.

Note: survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.



CDASD #271: Overall boundary after Annexations/Excisions: page 3

CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

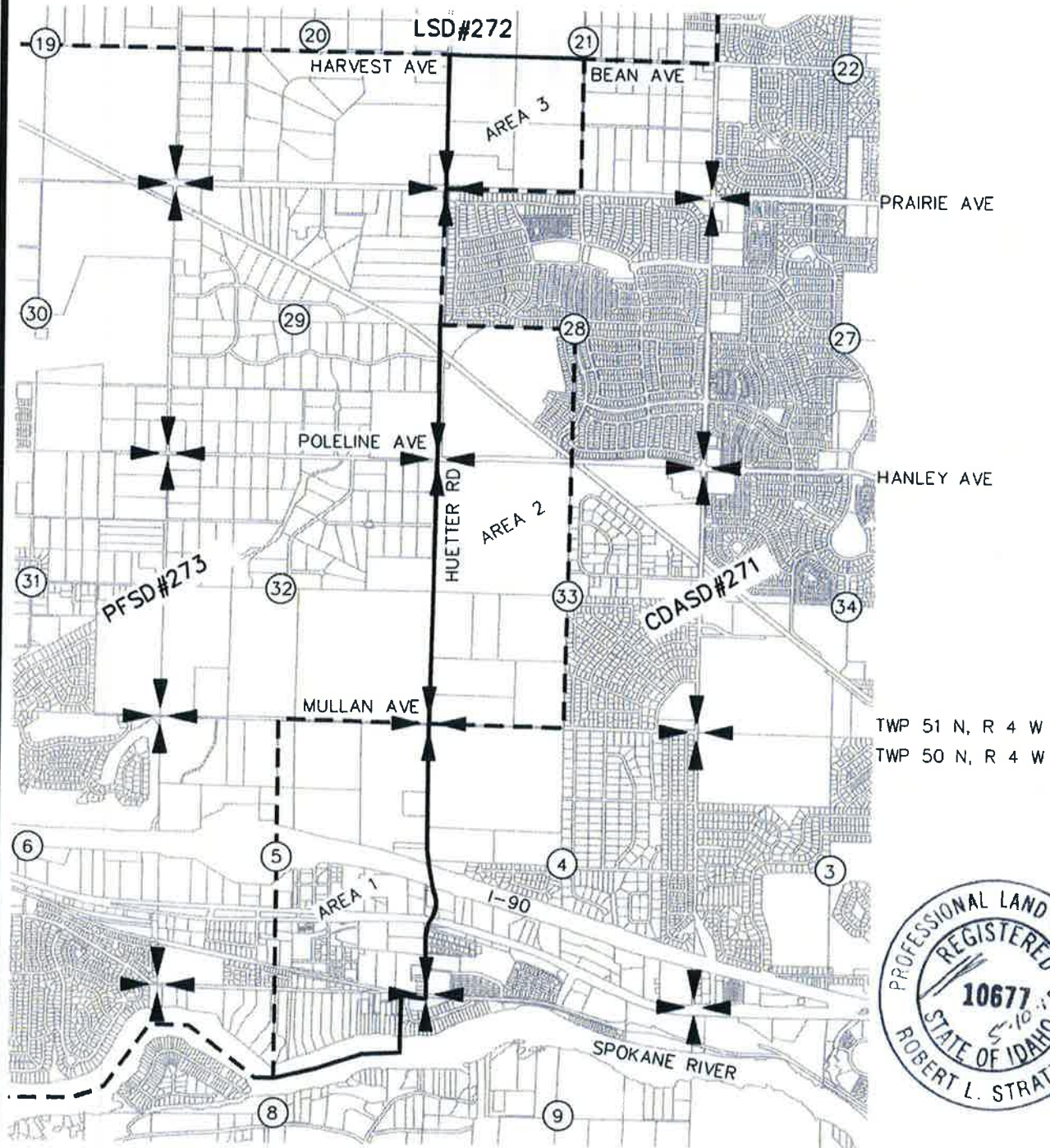
SHT. 1 OF 1

PROJ # 17019

# EXHIBIT 1



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1" = 3000'

SHT. 1 OF 1

PROJ # 17019

# EXHIBIT 2

DOCUMENT RECEIVED

OCT 06 2017

State Department of Education

October 4, 2017

Helen Price  
Program Specialist, Board Materials & Rules  
Idaho State Department of Special Education  
650 W State Street, 2<sup>nd</sup> Floor  
Boise, ID 83720

Re: *Post Falls District No. 273 – Coeur d' Alene School District No. 271 Annexation  
of Property*

Dear Helen:

Enclosed please find the Findings of Fact, Conclusions of Law and Recommendations  
and the Transmittal of the Record and the Record in the above entitled matter.

Thank you for the opportunity to provide these services to the SDE. I will send my  
statement under separate cover.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Edwin L. Litteneker  
Attorney at Law

ELL:hjg

Encs.



EDWIN L.  
LITTENEKER  
ATTORNEY AT LAW

PO Box 321 • 322 Main Street  
Lewiston, ID 83501

208.746.0344 • 208.798.8387 fax  
ed@littenekerlaw.com

www.littenekerlaw.com

**BEFORE THE HEARING OFFICER FOR THE  
STATE BOARD OF EDUCATION**

In the matter of the petition requesting	)	
The excision of territory from	)	
Post Falls School District No. 273,	)	
	)	<b>FINDINGS OF FACT, CONCLUSIONS</b>
	)	<b>OF LAW AND RECOMMENDATION</b>
And annexing said territory into	)	
	)	
	)	
Coeur d' Alene School District No. 271,	)	
	)	
District.	)	
<hr/>		

**INTRODUCTION**

A Hearing was conducted on September 13, 2017 by Hearing Officer, Edwin L. Litteneker, appointed by the State Board of Education for purposes of gathering public comment on a proposed change in the boundaries of the Post Falls School District No. 273 and the Coeur d' Alene School District No. 271. The Hearing commenced at 6:15 p.m. in the Library at the Atlas Elementary School in Coeur d' Alene, Idaho.

Idaho Code Section 33-308 provides for a process whereby the State Board of Education will consider the approval of a Petition to change the boundaries of adjoining school districts and may direct that an election be held, provided that the proposed excision and annexation is in the best interest of the children residing in the area described in the Petition. Additionally, the excision of the territory that is proposed should not leave the Post Falls School District with a bonded indebtedness in excess of the limit prescribed by law.

The Idaho State Board of Education has adopted rules at IDAPA 08.02.01.050 which include criteria for the review of the Petition for Excision and Annexation and a hearing process

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND RECOMMENDATIONS**

1

to gather public comment for purposes of the Hearing Officer making these recommendations to the State Board of Education.

Ten people attended the hearing on September 13, 2017. The Petitioner, Allen Dykes testified as well as the remaining persons in attendance. The Interim Superintendent of Coeur d' Alene School District No. 271, Dr. Olson and Dr. Keane, the Superintendent of the Post Falls School District No. 273 also provided testimony. The Sign in Sheet is made part of the Record which is transmitted separately in the Transmittal of the Record.

Dr. Keane submitted exhibits including a June 9, 2017 statement to the Post Falls Board of Trustees, Exhibit 1 and a petition proposing the revision of I.C. § 33-308 submitted to the Idaho School Board Association, Exhibit 2. Written comments were also received from Garry Nystrom which are identified as Exhibit. 3. The exhibits are also included in the Record.

The proceedings were recorded and a recording of the hearing is separately transmitted digitally to the State Board of Education and also referenced in the Transmittal of the Record.

#### FINDINGS OF FACT

1. A Petition to excise property from the Post Falls School District No. 273 was presented by Allen Dykes, Chief Operating Officer, Architerra Homes, LLC requesting that a real estate development known as The Trails be annexed into the Coeur d' Alene School District and excised from the Post Falls School District.
2. The Petition proposes to remove an area which is intended to be a residential development which is divided between the City of Cocur d' Alene and the City of Post Falls. The area proposed to be included in the Coeur d' Alene School District would include the entirety of The Trails and subsequent subdivisions which are planned to be developed over the next twelve years. The Developer of The Trails anticipates that there would be an estimated forty



homes constructed per year for twelve years with an estimated sixteen school aged children added per year for a total of approximately 192 school aged children.

3. Initially, though, there may only be one school aged Student who would presently attend school in the Post Falls School District.
4. The area proposed for annexation into the Coeur d' Alene School District is within 1000 feet of Atlas Elementary, Coeur d' Alene School District.
5. The Post Falls School District Board of Trustees met and considered the Petition to Excise the area. The School Board took no position on the proposed excision, See Exhibit 1.
6. The Coeur d' Alene School District considered the Petition on June 5, 2017 and by a vote of two to three defeated a Motion to recommend approval of the request. Effectively the decision of the Board of Trustees then was to not recommend that the annexation occur.
7. The Post Falls School District acknowledges the substantial growth in the area and anticipates building a neighborhood elementary school to service the anticipated student growth.
8. The property owners except for one property owner testified overwhelming testified in favor of the Petition,.
9. The Coeur d' Alene School District endorsed a collaborative process to reasonably and consistently adjust the boundary between the Coeur d' Alene School District and the Post Falls School District. The Post Falls School District joined in the analysis that it made substantially more sense to engage in a cooperative discussion about where the common boundaries should be.
10. The excision would not leave the Post Falls School District with a bonded indebtedness in excess of the amount provided by law.

11. The Record reflects that the Petition is in the form required pursuant to I.C. § 33-308 and is signed by a sufficient number of electors. The legal descriptions were in a form required by I.C. § 33-308.

### CONCLUSIONS

1. IDAPA 08.02.01.050. requires a review of the proposed alteration of a District's boundaries that takes into account specific facts which are discussed above.
2. Based on this Record, the annexation as proposed does not leave the Post Falls School District with a bonded indebtedness in excess of the amount provided by law.
3. However, there is a considerable concern that a continued piecemeal change in the respective boundaries of the Post Falls and Coeur d' Alene School Districts is not in anyone's best interests.
4. The Post Falls School District patrons were interested in the annexation into the Coeur d' Alene School District based upon the proximity of the neighborhood to Atlas Elementary within the Coeur d' Alene School District. However, at this time there are not a significant number of Students attending in Post Falls School and residing in The Trails.
5. The Post Falls School District is prepared to construct a school within its boundaries adjacent to the Coeur d' Alene School District which can reasonably and timely serve this neighborhood as it develops.
6. The Coeur d' Alene School District apparently has sufficient capacity and community support to serve this neighborhood adjacent to the Atlas Elementary School. However, the District's opposition to the proposed annexation weighs against the idea that the annexation is either in the interests of the students or is a suitable school setting for the potential students to be enrolled.


7. It makes substantially more sense to permit the affected school districts to create a collaborative process whereby the respective school districts can resolve their common school district boundaries, prior to submitting the Petition to the parties within the area to be annexed.

#### RECOMMENDATION

The Record does not support a conclusion that the excision of the described land from the Post Falls School District #273 to be annexed into the Coeur d' Alene School District #271 would be appropriate.

Therefore, it is recommended to the State Board of Education that the petition for excision and annexation be denied.

DATED this 4 day of October, 2017.

  
Edwin L. Litteneker  
Hearing Officer

# EXHIBIT 3

March 1, 2018



**COEUR D'ALENE  
PUBLIC SCHOOLS  
District 271**

1400 N. Northwood Cnt. Ct  
Coeur d'Alene, ID 83814  
(208) 664-8241  
[www.cdaschools.org](http://www.cdaschools.org)



**POST FALLS  
SCHOOL DISTRICT  
District 273**

206 W. Mullan Ave.  
Post Falls, ID 83854  
(208) 773-1658  
[www.pfsd.org](http://www.pfsd.org)

Dear Neighbor:

We are contacting you on behalf of the Coeur d'Alene School District and the Post Falls School District regarding the boundary line between our two school systems. You are receiving this letter because you own property in an area under consideration for a boundary adjustment.

As development in Kootenai County is bringing Post Falls and Coeur d'Alene neighborhoods closer together, it's a good time for us to take a close look at our common boundary and consider an adjustment that would establish a clearer, more logical dividing line.

Our initial discussions have focused on designating Huetter Road as the primary boundary between the school districts, from Harvest Avenue south to Maplewood Avenue. (See attached map.) This would mean some property in the Post Falls district would move into the Coeur d'Alene district north of Mullan Avenue, and some property in the Coeur d'Alene district would move into the Post Falls district south of Mullan Avenue.

We all recognize that as our communities continue to grow, the remaining parcels of vacant land between Post Falls and Coeur d'Alene are poised for development. We already have one residential development that is split awkwardly between our two districts, with the boundary line running straight through some homes. We can remedy that and avoid similar situations in the future if we are able to establish a permanent, common-sense boundary line in an agreement that is beneficial to both school districts.

While our two school districts are exploring the possibility of this boundary change, it is important that we hear from potentially affected property owners, as a change may impact where your children attend school or the amount of property taxes you pay for public education. In addition, it is our intent to include a grandfather clause in any agreement to permit currently enrolled students directly affected by a boundary adjustment to attend school in the district of their choice until they complete their schooling.


The Boards of Trustees for the Coeur d'Alene and Post Falls school districts will hold a joint workshop on Monday, March 19, to further discuss this issue and gather input from potentially affected property owners. The workshop is scheduled to begin at 6:00 p.m. at the Midtown Meeting Center, 1505 N. 5th St., Coeur d'Alene.

If you are unable to attend this workshop but would like to submit written comments, you may send your comments to Lynn Towne, Clerk of the Board, Coeur d'Alene School District, 1400 N. Northwood Center Ct., Coeur d'Alene, ID 83814. You also may email comments to [ltowne@cdaschools.org](mailto:ltowne@cdaschools.org).

Sincerely,

  
Casey Morrisroe, Chairman  
Coeur d'Alene Board of Trustees

  
Dave Paul, Chairman  
Post Falls Board of Trustees

  
Stan Olson, Superintendent  
Coeur d'Alene School District

  
Jerry Keane, Superintendent  
Post Falls School District

# EXHIBIT 4



# Special Workshop

March 19, 2018

Post Falls School District | Coeur d'Alene School District

**Board of Trustees  
Coeur d'Alene School District 271 and Post Falls  
School District 273  
Midtown Center Meeting Room**

**March 19, 2018**

**Special Meeting 6:00 PM**

## **AGENDA**

1. Call Meeting to Order/Pledge of Allegiance
2. Welcome – Casey Morrisroe/Dave Paul
3. Joint Meeting/Workshop
  - A. Purpose of Meeting Stan Olson
  - B. How did we get here? Stan Olson
  - C. (Draft) Boundary Proposal Presentation Jerry Keane
  - D. Public Comment

*Citizens may speak for three minutes on this topic. Please sign up on the sheet provided at the entrance.*



- E. Board Questions and Comments Casey Morrisroe and Dave Paul
  - F. Other Matters of Concern All
4. Adjournment



Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts



# TAX LEVY RATE

YEAR	 <b>POST FALLS</b> School District	 <b>COEUR D'ALENE</b> School District
<b>2016</b>	\$2.82	\$2.37
<b>2017</b>	\$2.63	\$2.31
<b>2018</b>	\$2.44	\$2.31

District Tax Levy Rates per \$1000 of value



Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts

#1



## #2



#3



Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts



#4



Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts

#5



CONSENT - PPGA

Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts

TAB 9 Page 21

# EXHIBIT 5



School District No.271 (Coeur d'Alene)  
Kootenai County, Idaho



Historical Net Taxable Values\*

Fiscal Year	Net Taxable Value(*)	% Growth	URA Value
2018	8,846,787,789	9.60%	631,436,541
2017	8,072,188,418	8.09%	567,849,670
2016	7,468,005,468	5.95%	632,586,324
2015	7,048,488,443	7.80%	563,998,874
2014	6,538,316,012	2.43%	524,990,510
2013	6,383,368,405	-7.57%	491,249,422
2012	6,906,253,248	-7.09%	550,930,461
2011	7,433,223,896	-12.47%	578,102,728
2010	8,491,895,357	-8.76%	645,043,237
2009	9,307,491,106	-4.20%	588,581,660
2008	9,716,010,439	13.61%	427,936,551
2007	8,552,024,223	---	265,375,396

\* September Values

Debt Capacity Calculation	
September Full Value <sup>(1)</sup> - 2017 (FY 2018)	10,708,836,257
Plus Urban Renewal Value	631,436,541
	11,340,272,798
	x 5%
Total Debt Capacity	567,013,640
Less: Principal Outstanding	(49,205,000)
Plus: Adjustments-Principal Due 2018	2,145,000
Remaining Debt Capacity	519,953,640
*Full Value includes the homeowners exemption value (adds back) for calculating legal debt capacity	

Outstanding Debt  
CUSIP No. 500548

Bond Issue	Rating/Credit Enhancement	Amount Outstanding	Coupons	Final Payment	Call Feature
Series 2012B	(Aa2/Aaa) ISBG/CEP	17,130,000	2.00-5.00%	September 15, 2025	September 15, 2022
Series 2017	(Aa2/Aa1) ISBG/CEP	32,075,000	3.00-5.00%	September 15, 2031	March 15, 2027
Total Debt Outstanding (5/1/2018)		49,205,000			

Idaho School Bond  
Levy Equalization History

Fiscal Year	Index Factor	% of P&I
2018	1.3250	Minimum <sup>(1)</sup>
2017	1.2959	Minimum
2016	1.3036	Minimum
2015	1.3044	Minimum
2014	1.3102	Minimum
2013	1.3489	Minimum
2012	1.3598	Minimum
2011	1.3868	Minimum
2010	1.4040	Minimum
2009	1.4987	Minimum
2008	1.5100	None
2007	1.2493	Minimum

Total Levy Rate History  
(Per \$1,000 value)

Fiscal Year	Supp. M&O	Bond Levy	Plant Levy	All Other Levies	Total Levy Rate
2018 (p)	1.688	0.587	0.000	0.012	2.287
2017	1.736	0.567	0.000	0.013	2.316
2016	1.849	0.370	0.000	0.158	2.376
2015	1.631	0.371	0.000	0.104	2.106
2014	2.020	0.389	0.000	0.106	2.515
2013	1.872	0.420	0.000	0.036	2.328
2012	1.725	0.064	0.000	0.389	2.179
2011	0.977	0.161	0.000	0.364	1.503
2010	0.857	0.182	0.000	0.068	1.107
2009	0.954	0.192	0.000	0.021	1.166
2008	0.909	0.158	0.000	0.078	1.145
2007	0.854	0.158	0.000	0.113	1.125

(1) School Districts with an equalization factor of less than 1.5 will receive a minimum of 10% of its interest payments.

Updated: May 4, 2018

PiperJaffray

CDA SD No. 271

## Compound Growth Rate

Fiscal Year	Net Taxable Value	
2018	8,846,787,789	9.60%
2017	8,072,188,418	8.09%
2016	7,468,005,468	5.95%
2015	7,048,488,443	7.80%
2014	6,538,316,012	2.43%
2013	6,383,368,405	-7.57%
2012	6,906,253,248	-7.09%
2011	7,433,223,896	-12.47%
2010	8,491,895,357	-8.76%
2009	9,307,491,106	-4.20%
2008	9,716,010,439	13.61%
2007	8,552,024,223	47.09%
2006	5,814,216,659	35.00%
2005	4,306,709,132	12.11%
2004	3,841,371,161	7.47%
2003	3,574,510,535	5.44%
2002	3,389,932,066	4.78%
2001	3,235,311,384	3.80%
2000	3,116,860,686	2.16%
1999	3,051,054,725	2.54%
1998	2,975,462,532	6.23%
1997	2,800,962,812	7.13%
1996	2,614,471,888	---

Growth Rate	5.60%
-------------	-------

Post Falls School District No. 273  
Kootenai County



## Historical Net Taxable Values\*

Fiscal Year	Net Taxable Value	% Growth	URA Taxable Value
2018	2,713,145,529	7.13%	355,001,404
2017	2,532,662,610	5.79%	321,287,129
2016	2,394,010,898	6.59%	288,023,887
2015	2,246,077,638	8.94%	270,901,900
2014	2,061,831,379	3.32%	264,714,892
2013	1,995,632,493	-4.27%	264,788,661
2012	2,084,626,727	-5.16%	320,107,284
2011	2,198,036,031	-11.73%	325,994,487
2010	2,490,105,868	-6.86%	320,283,195
2009	2,673,518,707	-8.51%	300,708,671
2008	2,922,266,685	15.84%	255,849,479
2007	2,522,770,710	38.44%	151,014,145
2006	1,822,346,413	---	80,293,547

\* September Values

Debt Capacity Calculation	
September Full Value - 2017 (FY 2018)	3,609,877,521
Plus Urban Renewal Value	355,009,752
	3,964,887,273
	x 5%
Total Debt Capacity @5%	198,244,364
Less: Principal Outstanding	(19,290,000)
Plus: Adjustments-Principal Due 2018	1,875,000
Remaining Debt Capacity	180,829,364

## Outstanding Debt

CUSIP No. 500566

Bond Issue	Credit Enhancement	Amount Outstanding	Coupons	Final Payment	Call Feature
2015A Ref.G.O. Bonds	ISBG	1,875,000	2.00-3.00%	August 15, 2018	Non-callable
2015B G.O. Bonds	ISBG	17,415,000	4.00-5.00%	August 15, 2034	August 15, 2025
Total Debt Outstanding (1/26/2018)		19,290,000			

Idaho School Bond  
Levy Equalization History

Fiscal Year	Index Factor	% of P&I
2018	0.9377	6.23%
2017	0.9407	5.93%
2016	0.9517	4.83%
2015	0.9389	6.11%
2014	0.9354	6.46%
2013	0.9363	6.37%
2012	0.9352	6.48%
2011	0.9629	3.71%
2010	0.9717	2.83%
2009	1.0637	Minimum
2008	1.0625	Minimum
2007	0.9309	6.91%

Total Levy Rate History  
(Per \$1,000 value)

Fiscal Year	Supp. M&O	Bond Levy	Plant Levy	All Other Levies	Total Levy Rate
2018	1.615	0.816	0.000	0.013	2.444
2017	1.631	0.988	0.000	0.010	2.629
2016	1.735	1.083	0.000	0.007	2.825
2015	1.691	1.380	0.000	0.008	3.079
2014	1.829	1.283	0.000	0.047	3.159
2013	1.157	1.954	0.000	0.045	3.156
2012	1.087	1.247	0.000	0.503	2.837
2011	0.687	1.219	0.000	0.672	2.579
2010	0.617	1.070	0.486	0.188	2.361
2009	0.555	1.047	0.453	0.231	2.286
2008	0.508	1.027	0.414	0.127	2.076
2007	0.347	1.189	0.480	0.212	2.228

(1) School Districts with an equalization factor of less than 1.5 will receive a minimum of 10% of its interest payments.

Updated: 5/4/2018

PiperJaffray

# EXHIBIT 6

## BEFORE THE STATE DEPARTMENT OF EDUCATION

In RE: Boundary Change Between	)	<b>SUPERINTENDENT OF PUBLIC INSTRUCTION'S ORDER UNDER SECTION 33-307, IDAHO CODE, FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES</b>
	)	
Independent School District of Boise City No. 1	)	
	)	
And	)	
Meridian Joint School District No. 2	)	
<hr/>		

1. Independent School District of Boise City No. 1 initially petitioned pursuant to Section 33-308, Idaho Code, for the excision from that district and the annexation to Meridian Joint School District No. 2 of certain lands in the Avimor subdivision development so that patrons moving to the Avimor development would be served by a single district.

2. The Petition was assigned to a hearing officer, who conduct a hearing and who, on May 29, 2009, entered Findings of Fact, Conclusions of Law and Recommended Order.

3. On August 20, 2009, the Idaho State Board of Education approved the excision and annexation.

4. Subsequent to the State Board of Education's approval of the excision and annexation, Independent School District of Boise City No. 1 informed the Elections Division of the Ada County Clerk's Office of the State Board's action in order to initiate the conducting of an election.

5. On September 11, 2009, prior to the conducting of any election, Independent School District of Boise filed with the Idaho State Department of Education a Petition for Reconsideration of its original Petition on the grounds that the proposed boundary change should proceed under Section 33-307, Idaho Code, which does not required an election, rather than Section 33-308, Idaho Code, which does require an election, since there were no persons residing in the affected area and,

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 1

thus, no persons who could qualify to vote were the district to hold an election.

6. Simultaneous with the filing of its Petition for Reconsideration, Independent School District of Boise City No. 1 informed the Ada County Clerk in writing of its Petition for Reconsideration and requested that the Clerk stop all activities and preparations for a boundary election.

7. On October 15, 2009, the Petition for Reconsideration and supporting evidence came before the State Board of Education, which found that the Petition for Reconsideration to be in the best interest of the school children who would reside in the affected areas of each district and which approved the excision of the property at issue from Independent School District of Boise City No. 1 and its annexation to Meridian School District No. 2 under Section 33-307, Idaho Code.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. That the following property (Avimor Parcel 1) be excised from Independent School District of Boise City No. 1 and annexed to Meridian Joint School District No. 2:

A parcel of land situated the north half of Section 19, Township 5 North, Range 2 East, Boise Meridian, Ada County, Idaho; being those portions of Lots 2 and 13, Block 1, Avimor Subdivision No. 1, Book 100 of Plats at Pages 13049 through 13069, records of Ada County, lying in said Section 19; and being more particularly described as follows:

Commencing at a brass cap marking the north quarter-section corner of Section 19, Township 5 North, Range 2 East, Boise Meridian, the POINT OF BEGINNING:

Thence S87°17'17"E, 522, 86 feet along the north line of Section 19 to the boundary of Avimor Subdivision No. 1;

Thence S02°42'43"W, 330.00 feet along the boundary of Avimor Subdivision No. 1;

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 2

Thence N87°17'17"W, 919.72 feet along the boundary of Avimor Subdivision No. 1 to the easterly right-of-way line of N. Horseshoe Bend Road (SH-55);

Thence 238.92 feet on a non-tangent curve to the left, concave westerly, having a radius of 1225.92 feet, a central angle of 11°09'58", a chord bearing of N02°39'30"E, and a chord length of 238.54 feet, along the easterly right-of-way line of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1;

Thence S87°04'31"W, 15.00 feet along the easterly right-of-way line of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1;

Thence 93.78 feet on a non-tangent curve to the left, concave westerly, *(a 65-foot offset of a spiral curve to the left having a radius of 1145.92 feet, a deflection angle of 6°15', an arc length of 250.00 feet, a chord bearing of N7°05'29"W, and a chord length of 249.87 feet, as shown on State of Idaho Department of Highways construction plans for Federal Aid Project No. F-3271 (9))* having a chord bearing of N04°53'28"W, and a chord length of 93.76 feet, along the easterly right-of-way of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1 to the north line of Section 19;

Thence S87°17'17"E, 424.41 feet along the north line of Section 19 to the POINT OF BEGINNING.

The above-described parcel contains 6.99 acres, more or less.

2. That the following property (Avimor Parcel 2) be excised from Independent School District of Boise City No. 1 and annexed to Meridian Joint School District No. 2:

The southeast quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 3

AND the northwest quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian, INCLUDING those portions within Avimor Subdivision No. 1, Book 100 of Plats at Pages 13049 through 13069, records of Ada County;

AND the northwest quarter of the northwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the northwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the northwest quarter of the southwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian, lying south of the Ada-Boise County Line;

AND the southwest quarter of the southwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the northwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian, lying south of the Ada-Boise County Line.

3. The Board of Trustees of Independent School District of Boise City No. 1 and the Board of Trustees of Meridian Joint School District No. 2 shall notify the Idaho State Tax Commission and the Ada County Assessor and the Ada County Recorder, in accordance with the provisions of Section 63-215, Idaho Code, of the alteration pursuant to this Order of the districts' boundaries.

4. This Order is effective as of October 15, 2009.



DATED this 2 day of November, 2009.



Tom Luna, Superintendent of Public Instruction  
State Department of Education

### CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this 3<sup>rd</sup> day of November, 2009, I caused a true and correct copy of the foregoing SUPERINTENDENT OF PUBLIC INSTRUCTION'S ORDER UNDER SECTION 33-307, IDAHO CODE, FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES to be forwarded with all required charges prepaid, by the method(s) indicated below, to the following person(s).

**Dr. Stan Olson**  
**Superintendent, Boise School District**  
**8169 West Victory Road**  
**Boise, ID 83709**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9586)  
☐ Facsimile

**AJ Balukoff**  
**President, Boise School District Board of Trustees**  
**4621 Hillcrest View**  
**Boise, ID 83705**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9593)  
☐ Facsimile

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 5

**Dr. Linda Clark**  
**Superintendent, Meridian Joint School District**  
**1303 E Central Drive**  
**Meridian, ID 83642**

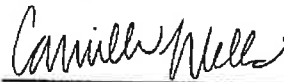
☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9609)  
☐ Facsimile

**Mike Vuittonet**  
**Chairman, Meridian Joint School District Board of Trustees**  
**1303 E Central Drive**  
**Meridian, ID 83642**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9616)  
☐ Facsimile

**Dan Skinner**  
**Cantrill, Skinner, Sullivan & King, LLP**  
**P.O. Box 359**  
**Boise, ID 83701**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9623)  
☐ Facsimile



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Camille Wells, Program Specialist  
State Department of Education

# EXHIBIT 7



## **STRATTON LAND SERVICES, INC.**

8068 W. MAIN ST. UNIT 1

RATHDRUM, ID 83858

[rob@strattonls.com](mailto:rob@strattonls.com)

PHONE: (208) 687-2854

(888) 687-2854

[www.strattonls.com](http://www.strattonls.com)

**SURVEYING & ENGINEERING**

8 May 2018

Project 17019

Area 1

To be annexed to District #273 and

To be excised from District #271

A parcel of land located in sections 4, 5 and 8, township 50 north, range 4 west of the Boise Meridian, Kootenai County, Idaho, being more particularly described as:

Beginning at the northeast corner of said section 5;

Thence southerly along the east line of said section 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62;

Thence southeasterly along said curve and said centerline 243.89 feet;

Thence south 7° 21' 18" east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10;

Thence along said centerline the following courses:

Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right;

Thence southerly along said curve 442.74 feet;

Thence south 19° 48' 38" west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left;

Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4;

Thence south 0° 05' 06" west along said parallel line 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho;

Thence leaving said centerline westerly along said northerly right-of-way line 505 feet, more or less, to a point on the extended west line of said plat;

Thence southerly along said west line and said line extended to the

center thread of the Spokane River;  
Thence westerly along said center thread to the intersection with the north-south center line of said section 8;  
Thence northerly along said north-south centerline to the northwest corner of the northeast quarter of said section 8;  
Thence northerly along the north-south centerline of said section 5 for 5280 feet, more or less, to the northwest corner of the northeast quarter of said section 5;  
Thence easterly along the north line of said section 2640 feet, more or less, to the said point of beginning.



Area 1: Annexed/Excised: page 2



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**SURVEYING & ENGINEERING**

8 May 2018

17019

Post Falls School District #273

Overall boundary after proposed annexations/excisions

Beginning at the NW corner of the NE  $\frac{1}{4}$  of Section 20 T51N R5W and going east to the NE corner of section 24 T51N R5W, then south to the NE corner of the S  $\frac{1}{2}$  of said section, then east to the NE- NW corner of the SW  $\frac{1}{4}$  of Section 21 T51N R4W, then south to the NE corner of the W  $\frac{1}{2}$  of section 28 T51N R4W, then west to the NW corner of said section, then north to the NW corner of the S  $\frac{1}{2}$  of said section, then east to the NE corner of the SW  $\frac{1}{4}$  of said section, then south to the SE corner of the W  $\frac{1}{2}$  of Section 33 T51N R4W, then west to the NE corner of the W  $\frac{1}{2}$  of Section 5 T50N R4W, then south to the point where the east edge of the W  $\frac{1}{2}$  of Section 8 T50N R4W to the NW corner of section 4, T50N, R4W, then continuing south 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62, then southeasterly along said curve and said centerline 243.89 feet. Thence south 7° 21' 18" east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10. Thence along said centerline the following courses: Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right. Thence southerly along said curve 442.74 feet. Thence south 19° 48' 38" west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left. Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4. Thence south 0° 05' 06" west along said centerline 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho, then westerly along said northerly right-of-way line to the intersection of the extended west boundary line of said plat, then south along said west boundary line of said plat to where it meets the Spokane River, then westerly down the Spokane River taking the north channel by the island in Section 8 T50N R4W to the point where the Spokane River touches the eastern border of Section 12 T50N R4W R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 24 T50N R5W, then west to the SE corner of the NW  $\frac{1}{4}$  of Section 23 T50N R5W, then south to the

SE corner of the SW  $\frac{1}{4}$  of said section, then west to the NE corner of the W  $\frac{1}{2}$  of Section 28 T50N R5W, then south to the SE corner of the W  $\frac{1}{2}$  of said section, then west to the SW corner of said section, then south to the SE corner of Section 32 T50N R5W, then east to the NE corner of Section 4 T49N R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 9 T49N R5W, then west to the SW corner of the NE  $\frac{1}{4}$  of section 8 T49N R5W, then north to the SW corner of the NE  $\frac{1}{4}$  of Section 5 T49N R5W, then west to the SW corner of the n  $\frac{1}{2}$  of Section 1 T49N R6W, then north to the NW corner of Section 36 T51N R6W, then east to the NW corner of Section 32 T51N R5W, then north to the SW corner of the NW  $\frac{1}{4}$  of Section 20 T50N R5W, then east to the SE  $\frac{1}{4}$  **corner** of the NW  $\frac{1}{4}$  of said section, then north to the point of beginning.

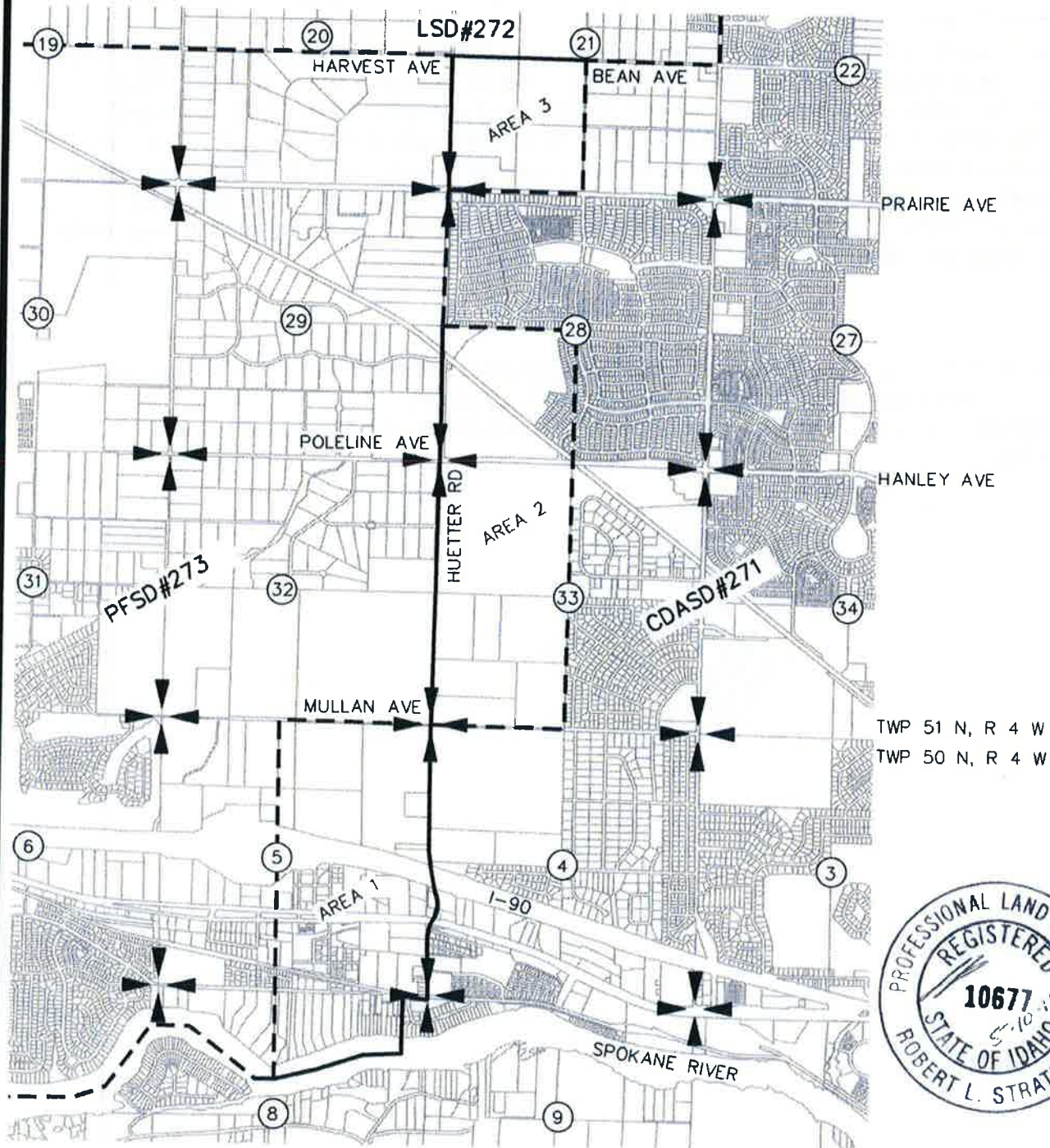
Notes: 1) Survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.  
 2) Original description was a poor quality PDF that was transcribed by Stratton Land Services.



PFSD #273: Overall boundary after Annexations/Excisions: page 2



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

SHT. 1 OF 1

PROJ # 17019



# EXHIBIT 8



## **STRATTON LAND SERVICES, INC.**

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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 2

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 28 and the west half of section 33,  
all in township 51 north, range 4 west of the Boise Meridian,  
Kootenai County, Idaho.





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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 3

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 21, township 51 north, range 4 west  
of the Boise Meridian, Kootenai County, Idaho.





## STRATTON LAND SERVICES, INC.

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**SURVEYING & ENGINEERING**

8 May 2018

17019

Coeur d'Alene School District #271

Overall boundary after proposed annexations/excisions

Beginning at the north  $\frac{1}{4}$  corner of Sec. 5, Twp. 50 N, R 4 W BM; thence east approximately 1 mile to the north  $\frac{1}{4}$  corner of Sec. 4, said township and range; thence north approximately  $1\frac{1}{2}$  miles to the center of Sec. 28, Twp. 51 N, R 4 W BM; thence west approximately  $\frac{1}{2}$  mile to the west  $\frac{1}{4}$  corner of Sec. 28, said township and range; thence north approximately  $\frac{1}{2}$  mile to the SW corner of Sec. 21, said township and range; thence east approximately  $\frac{1}{2}$  mile to the south  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence north  $\frac{1}{2}$  mile to the center west  $\frac{1}{4}$  corner of Sec. 21, Twp., 51 N, R 4 WBM; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence North approximately  $\frac{3}{16}$  mile to the SE corner of the north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{8}$  mile to the SW corner of said north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence south  $\frac{1}{16}$  mile to the SE corner of the east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{16}$  mile to the NW corner of the south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $1\frac{1}{16}$  miles to the SW corner of Sec. 10, said township and range; thence east approximately  $1\frac{1}{2}$  miles to the south  $\frac{1}{4}$  corner of Sec. 11, said township and range; thence north to the center of said Sec. 11; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 11; thence north approximately  $\frac{1}{4}$  mile to the NW corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 12, said township and range; thence east approximately  $\frac{1}{2}$  mile to the NE corner of the SE  $\frac{1}{4}$  corner of the NW  $\frac{1}{4}$  of said Sec. 12; thence north approximately  $\frac{3}{4}$  mile to the center of Sec. 1, said township and range; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 1; thence north approximately  $\frac{1}{2}$  mile to the NW corner of Sec. 6, Twp. 51 N, R 3 WBM; thence east  $3\frac{1}{4}$  miles, more or less, to the center of Hayden Lake; thence north approximately 1 mile to the mouth of Hayden Creek; thence north along the center thread of Hayden Creek to the north boundary of Sec. 34, Twp. 52 N, R 3 WBM; thence east approximately  $2\frac{3}{4}$  miles to the NE corner of Sec. 36, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 36; thence east  $14\frac{1}{4}$  miles, more or less, to the Shoshone County line; thence south 5 miles,



more or less, along the Kootenai-Shoshone County line to the SE corner of the SW 1/8 of Sec. 27, Twp. 51 N, R 1 EBM, on the Shoshone County line; thence west approximately 8 ¾ miles to the north ¼ corner of Sec. 31, Twp. 51 N, R 1 WBM; thence south approximately 7 miles to the south ¼ corner of Sec. 31, Twp. 50 N, R 1 WBM; thence west approximately ½ mile to the NW corner of Sec. 6, Twp. 49 N, on the range line between Ranges 1 & 2 WBM; thence south 3 miles, more or less, to the SE corner of Sec. 13, Twp. 49 N, on the range line; thence west approximately 9 miles to the SW corner of Sec. 15, Twp. 49 N, R 3 WBM; thence north approximately ½ mile to the west ¼ corner of said Sec. 15; thence west approximately 1 ½ miles to the center of Sec. 17, said township and range; thence north approximately 1 ½ miles to the south ¼ corner of Sec. 5, said township and range; thence west 1 1/2 miles, more or less, to the center of Coeur d'Alene Lake; thence south and west, continuing along the center thread of Coeur d'Alene Lake and Windy Bay to a point where it intersects the west line of Sec. 30, Twp. 48 N, R 4 WBM; thence north approximately 2 ½ miles to the SW corner of Sec. 7, said township and range; thence west approximately 1 mile to the SW corner of Sec. 12, Twp. 48 N, R 5 WBM; thence north approximately 5 miles to the NW corner of Sec. 24, Twp. 49 N, R 5 WBM; thence west approximately 1 mile to the NE corner of Sec. 22, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 22; thence west 4 miles, more or less, to the Washington-Idaho State line; thence north approximately 3½ miles to the west ¼ corner of Sec. 1, Twp. 49 N, R 6 WBM; thence east 1½ miles, more or less, to the center of Sec. 5, Twp. 49 N, R 5 WBM; thence south 1 mile to the center of Sec. 8, said township and range; thence east approximately 1½ miles to the east ¼ corner of Sec. 9, said township and range; thence north approximately 2 ½ miles to the NW corner of Sec. 33, Twp. 50 N, R 5 WBM; thence east ½ mile to the north ¼ corner of said Sec. 33; thence north approximately 1 mile to the north ¼ corner of Sec. 28, said township and range; thence east approximately 2 miles to the north ¼ corner of Sec. 26, said township and range; thence north approximately ½ mile to the center of Sec. 23, said township and range; thence east approximately 1½ miles to the west ¼ corner of Sec. 19, Twp. 50 N, R 4 WBM; thence north 2 miles, more or less, to the center thread of the Spokane River; thence east 1½ miles, more or less, along the center thread of the Spokane River to a point where the river intersects the north-south-center line of extended west boundary line of the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho in Sec. 8, Twp. 50 N, R 4 WBM; thence north 1½ miles, more or less along said west boundary line and said west line extended to the intersection with the northerly right-of-way line of Maplewood Avenue as determined on said plat; thence easterly along said northerly right-of-way line of Maplewood Avenue to the east line of section 8; thence continuing along said right-of-way line 6.30 feet to the centerline of Huetter Rd as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10.

Thence along said centerline the following courses: north 0° 05' 06" east 1186.43 feet to the beginning of a 600.00 foot radius tangent curve to the right; thence northeasterly along said curve 206.57 feet; thence north 19° 48' 38" east (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left; thence northeasterly along said curve 442.74 feet to the beginning of a 572.96 foot radius tangent curve to the right; thence northeasterly along said curve 151.12 feet; thence leaving said centerline north 7° 21' 18"

CDASD #271: Overall boundary after Annexations/Excisions: page 2

west along the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62 for 485.25 feet to the beginning of a 1909.86 foot radius tangent curve to the right; thence northwesterly along said curve and said centerline 243.89 feet to a point on the east line of said section 5; thence northerly along said east line 2460 feet, more or less, to the northeast corner of said section; thence northerly 2 ½ miles, more or less, to the point of beginning.

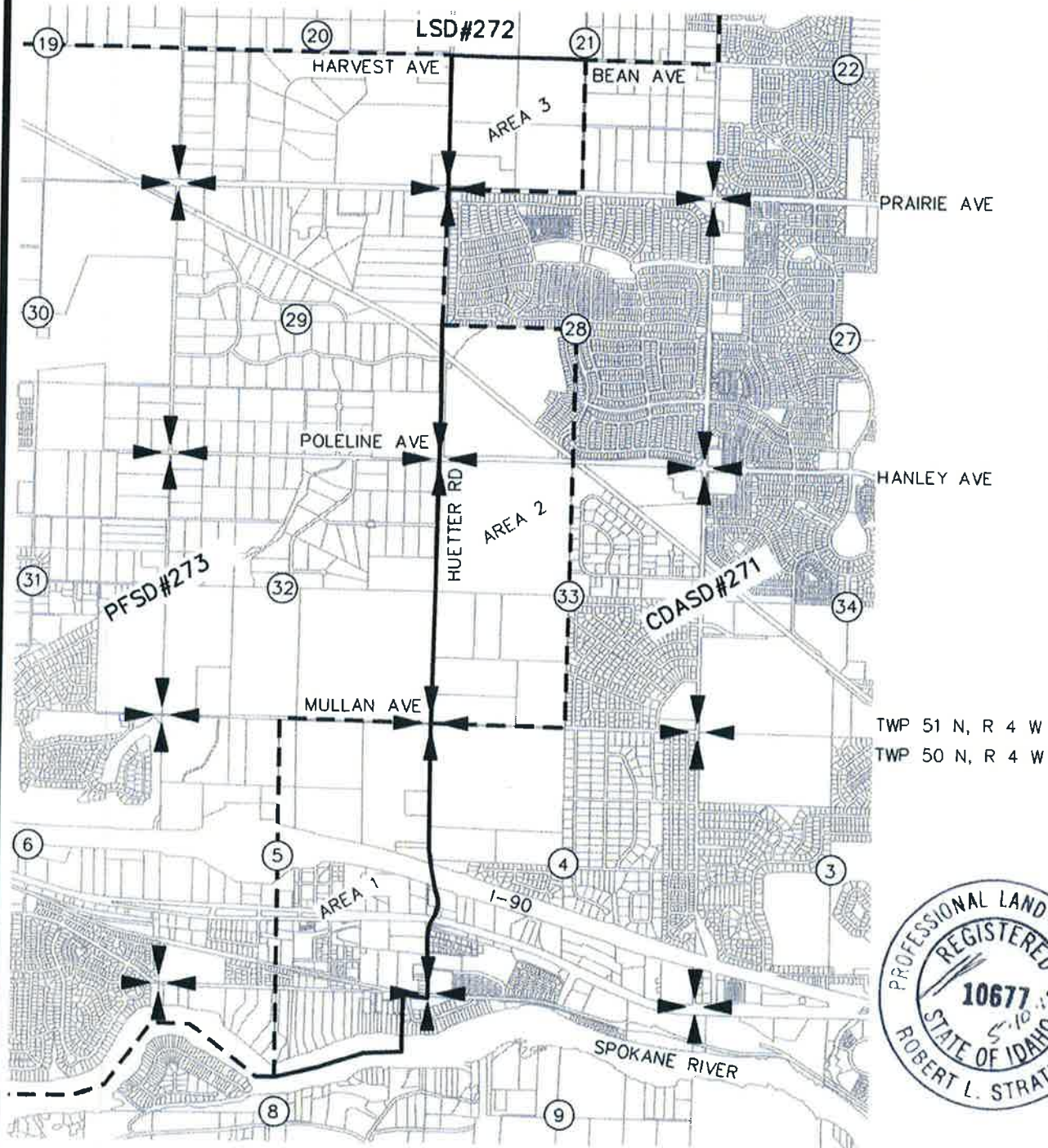
Note: survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.



CDASD #271: Overall boundary after Annexations/Excisions: page 3



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

SHT. 1 OF 1

PROJ # 17019





**SUPPLEMENTAL MATERIALS FOR PETITION TO ADJUST BOUNDARY FOR DISTRICTS 271 AND 273**

**PAGE**

2	Public notice of March 19, 2018 joint meeting
3	Agenda for March 19, 2018 joint meeting
4-9	Twelve comments submitted as written testimony on proposal
10	Letter of support from Allen Dykes, CEO, Architererra Homes
11-12	Public testimony signup sheet for March 19, 2018 joint meeting
13-17	Transcript of public testimony of 10 speakers at March 19, 2018 joint meeting
18	Minutes of March 19, 2018 joint meeting by District 271 board clerk
19-20	Minutes of March 19, 2018 joint meeting by District 273 board clerk
21-23	Joint Resolution in support for alteration of legal boundary
24-29	Coeur d'Alene Press coverage of proposed boundary change




## NOTICE OF BOARD OF TRUSTEES MEETING

### Joint Meeting with Post Falls School District 273

NOTICE IS HEREBY GIVEN that members of the Board of Trustees of School District 271 will hold a Special Meeting, Monday, March 19, 2018 beginning at 6:00 PM at the Midtown Center Meeting Room, 1505 N. 5<sup>th</sup> Street, Coeur d'Alene.

The Board will meet as noted on the attached agenda.

  
 Lynn M. Towne, Clerk  
 Board of Trustees  
 School District 271

Dated this 15<sup>th</sup> day of March, 2018

*NOTE: If any auxiliary aids or services are needed for individuals with disabilities, please contact Lynn Towne, the Clerk of the Board, at (208) 664-8241 ext. 1007 or for T.T.Y 1-800-377-3529, no later than three (3) working days before the meeting. Personnel matters are routinely undertaken in Executive Session. Discussions about specific personnel matters are not an appropriate part of an open meeting agenda.*

### INVEST | INSPIRE | INNOVATE

We invest in each student to prepare, challenge and advance well-educated, resilient and future-ready citizens.

05/22/2018

Posted 3-15-18 J. Towne

Board of Trustees  
Coeur d'Alene School District 271 and Post Falls  
School District 273  
Midtown Center Meeting Room

March 19, 2018

Special Meeting 6:00 PM

### AGENDA

1. Call Meeting to Order/Pledge of Allegiance
2. Welcome – Casey Morrisroe/Dave Paul
3. Joint Meeting/Workshop
  - A. Purpose of Meeting Stan Olson
  - B. How did we get here? Stan Olson
  - C. (Draft) Boundary Proposal Presentation Jerry Keane
  - D. Public Comment *Citizens may speak for three minutes on this topic.*
  - E. Board Questions and Comments Casey Morrisroe and Dave Paul
  - F. Other Matters of Concern All
4. Adjournment

05/22/2018

Supplemental Boundary Petition Packet Page 4 of 29

March 2, 2018

Lynn,

Good afternoon! My name is Joshua Wold. My wife and I are currently building a home in The Trails with Architera; moving in this month (we may not be able to make the meeting because it's the same day as one of our walkthroughs)

We saw the letter regarding the boundary between Post Falls and Coeur d'Alene for school districts.

It is our desire that our new home would be in the Coeur d'Alene School District. We were under the impression that this was already the case and were surprised when we saw the letter.

Resetting the boundary line to Huetter is a change that we would wholeheartedly support.

The new address we'll be moving into will be 4214 Downing Lane, Coeur d'Alene ID 83815.

Thank you so much!

Joshua and Monica Wold  
Cell: (260) 615-8254

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Board of Trustees  
Coeur d'Alene Public Schools  
District 271

March 7, 2018

Board of Trustees  
Post Falls School District  
District 273

As owner of parcel #H00000216900, parcel description SE-SW EX RW 21 51N 04W, we fully support the proposed boundary adjustment under consideration between the two districts.

The proposal of the new boundary line seems to be a logical and common sense adjustment resulting from the evolution of the communities.

Your consideration to grandfather affected enrolled students to attend the school district of their choice during the transition seems sensible as well.

Thank you for your work as Trustees as you guide the challenging education process of our communities.

Respectfully,

Robert Farr  
Robert Cecil Farr JR. and Teresa Ann Holladay Farr Revocable Trust

Teresa Farr

05/22/2018

## Supplemental Boundary Petition Packet Page 5 of 29

March 16, 2018

I reside at 6965 Rendezvous Dr. CDA 83815. I believe that the proposed boundary change making Heutter Rd. the new boundary between CDA and Pist Falls school districts is a good idea. Thank you for considering my opinion. Joan McCarty

---

March 18, 2018

I am going to be so sad for my kids and the emotional toll it will take when we move into our house in the trails and they have to be moved to another city for school. Living in 83815 should go to school in 83815. I drive to the school 3 times a day for drop off and pick ups and volunteer also in my kids classes. Please change for them to be in Cda school district

-Ashley Morin

---

March 19, 2018

My granddaughters live in CDA and attend Atlas Elementary. Currently only a 5 minute drive for their mother who is also home with a toddler. She has to transport them in the morning then back to pick up the kindergartner at 12:30 and back again at 3:30 for the second grader. This trip would be so much harder on her not to mention the girls who would lose several of their friends and an hours sleep if they had to travel to post falls. They are currently buying a home in the Trails housing development that could potentially put them in a post falls school district. Please consider this at your meeting.  
Thank you for your consideration, Denise Morin

05/22/2018

## Supplemental Boundary Petition Packet Page 6 of 29

March 19, 2018

Dear Board of Trustees,

Aly and I are building a home in the Trails neighborhood off of Han'ey Avenue and North Carrington Lane. Our new address is going to be 6809 Hourglass. We would like to be zoned into the Coeur d'Alene school district. We are moving to Coeur d'Alene to be part of the Coeur d'Alene community and that definitely involves our boys going to school in Coeur d'Alene. We think that Huetter Road is a very sensible boundary. Huetter Road is a natural boundary for most of the kids in the surrounding neighborhoods because of its undeveloped, rural nature with no sidewalks or good crossing. We want our kids to go to school with their neighborhood friends and most likely those friends are going to be the kids from The Landings and Hawks Nest.

Thank you,

Eric & Aly Clyne

March 19, 2018

Greetings Lynn,

As I am unable to attend tonight's meeting regarding the letter dated March 1, 2018 regarding adjusting the boundary line for the school districts, please accept my following comments.

I feel at the stage of growth of both Post Falls and Coeur d'Alene, the adjustment of the school district boundaries are justified and necessary at this point. Huetter Rd is well accepted as the boundary between the two cities and as a resident of The Trails neighborhood in CDA, would like to feel that children in my neighborhood establish long term relationships with the other children in the neighborhood and not be shuttled to and fro between CDA and Post Falls.

I'm also not in favor of paying Post Falls school taxes as a resident of Coeur d'Alene.

Therefore, I am very much in favor of the boundary adjustments outlined in the letter and map dated March 1, 2018.

Best regards,

Barbara Yeager

March 19, 2018

To Coeur d'Alene and Post Falls School Districts and Board of Trustees,

Thank you for your March 1, 2018 letter regarding your proposed Coeur d'Alene / Post Falls school district boundary line adjustment. We have reviewed and support your recommended boundary line change to better align each district and better accommodate future growth. We agree this change provides for a clearer and more logical dividing line.

Thank you for your efforts in planning for future growth.

Ryan Nipp - Parkwood Business Properties

05/22/2018



March 19, 2018

To whom it may concern:

My name is Dan Shaw, and my wife Kami Shaw and I have three boys, ages 9, 7, and 2, and we are expecting one more (against all odds, a girl!). We are currently building a house in The Trails neighborhood in NW Coeur d'Alene. Our house is in the city of Coeur d'Alene, but we are currently zoned for Post Falls school district. My wife grew up in Coeur d'Alene, we met here, lived in Seattle for 10 years, and now we've moved back. We strongly support the proposed boundary change that would move us to Coeur d'Alene School District.

First off, we have nothing against Post Falls. However, living in Coeur d'Alene, it makes logical sense for us to go to Coeur d'Alene schools, and that's what we expected to do. Similarly, if we had bought a home in Post Falls we would have expected to go to Post Falls schools. It makes sense and contributes to the feeling of community. We are more familiar with Coeur d'Alene schools in general, and they are much closer to our new home. The Post Falls elementary school we would be attending is 5 miles away, the middle school is 7 miles away, and the high school is 5 miles away. Conversely, the closest Coeur d'Alene elementary school is 1.5 miles away, the middle school is 2 miles away, and the high school is 2 miles away. We are talking about the difference of a short walk or drive/bus ride, compared to a 15-minute drive or likely a much longer bus ride. We would have to drive through a section of town that goes to a Coeur d'Alene school to reach their Post Falls school 15 minutes away. Other activities we do would still be based in Coeur d'Alene, such as Parks and Rec sports. We want them to live near, go to school with, and play sports with the same group of kids and families. If the change does not happen it would be much harder for our boys to make lasting friends.

Additionally, Coeur d'Alene is planning to build an additional school in the NW quadrant of the city, which should increase the capacity in that region. If this change does not happen now, I feel confident that it would happen eventually. We would much prefer our children start in their Coeur d'Alene schools now rather than 5 years from now. The only reason I can see to not make this change is for financial reasons. As a school board your primary concern is for the welfare of the children in your area. Please don't make this about the money, make it about doing what is best for the children. What is best for the children is to make this change, to allow them to go to the schools that are closer, with the children that live near them.

Thank you for your consideration,

Daniel Shaw, DDS

Kami Shaw

Eli, Logan, and Jackson Shaw

05/22/2018

March 19, 2018

I would like to voice my full support for common sense boundaries in Coeur d'Alene School District. I have lived in the Coeur d'Alene area over 18 years. I have thrived on what the area has to offer. We have started a business and raised our family here with the support of this community. When I say support I mean "Coeur d'Alene Support"- from teachers taking extra time out of their day to help raise money for a school trip to France to business men offering brainstorming time with my husband. For us to send Coeur d'Alene resident's children to Post Falls is ridiculous. These people live and work in Coeur d'Alene it is an added burden to families to be driving back and forth. I am asking this community to take in there own like they have always done. A perfect example of my life in Coeur d'Alene happened a couple weeks ago. I just had finished signing papers at escrow with my son on his first home. After this I went to grab a coffee and I ran into his high school wrestling coach. We spent a few minutes catching up on my son achievement of buying a home and talked about his family. This is Coeur d'Alene's heart and soul. This is how I raised great kids. My kids had the full support of this community and flourished- we can make room for a few more.

Thank you,  
Nichol Johnson

March 19, 2018

To whom it may concern

We are prospective homeowners in The Trails subdivision and are unable to attend tonight's workshop

We feel that Huelter is the boundary line and that all homes and subdivisions going east which includes The Trails should be zoned for the CDA school district. There shouldn't be any division especially in one subdivision. This is a community and the children that will attend these schools are part of that community. They need stability and oneness as they grow up with the children in their community.

Do not divide them. They need to be united as a whole community.

If you have any questions, please feel free to email at this address

Thank you for your time and consideration. We hope you will truly consider the children and make The Trails development part of the CDA School District

Sincerely,  
James and Connie Wills

05/22/2018

March 20, 2018

Good Morning Lynne,

I know I am late, and have probably missed any deadline for input regarding the potential boundary change between the CDA school District and the Post Falls School District, but I thought I would try.

My family and I own/live at 6685 E Maplewood Ave., Post Falls, which is located on the NE corner of the intersections of Maplewood Ave and Seeley St, which is located a short distance east of the western boundary (current) of the CDA school district.

Prior to purchasing our home around 3 years ago, we lived/rented within the Post Falls School District, and our oldest son (age 10, going into 6<sup>th</sup> grade) has attended schools in the Post Falls School District his entire school career thus far. Since we purchased our home, we have had to petition the Post Falls School District each year to allow our son to continue to enroll and attend school there with familiar teachers and friends, which has not been an undue burden to this point, as the elementary schools have the GAP afterschool program.

The crux of the biscuit is this: because we attend schools in Post Falls, but live within the CDA school district, we are unable to ride the bus. Without a decent after school program at the middle schools in Post Falls, we are faced with the challenge of trying to get our child after school to get him home. I work for Latah County in Moscow (90 minute commute) and my wife is a Hospice social worker, and neither of us can reliably be available to get him home after school. So, this year, after 7 years in the District, we may be forced to attend CDA schools, just because of transportation issues.. Changing the boundaries, as proposed, puts us inside the Post Falls School District, and fixes the problem..

Thank you

-James Agidius

GIS Coordinator

Latah County, ID

05/22/2018



## THE TRAILS SUBDIVISION

ATTN: IDAHO STATE BOARD OF EDUCATION

Thank you for your time and attention to revisiting the school district boundary line between Coeur d'Alene and Post Falls. As you are aware, the existing dividing line takes an irregular jog to the East of Huetter (just south of Poleline) thus deviating from the City boundaries between Post Falls and Coeur d'Alene respectively. See attached map. The newly proposed boundary update not only straightens out the dividing line, but also brings with it the following advantages:

The current boundary line is confusing to home buyers in the newly developed Coeur d'Alene communities. In some cases, families on the same street, often right across the street from each other, are in different school districts. This new boundary allows for neighborly communities, where neighbor kids build shared friendships, can carpool, etc.

The new boundary also cleans up the bus routes. With the current boundary, Post Falls buses are required to drive North into Coeur d'Alene, up to Prairie Avenue, then south through all the neighborhoods that are aligned with the Coeur d'Alene school district. Relative to the adjacent communities, a portion of The Trails community would be the only pocket community attending Post Falls schools. Both cities and particularly families of small children will benefit by having a single bus route through the developments. This new plan will eliminate the "out-of-the-way" trips of Post Falls buses, and will eliminate accidental bus trip rides to the wrong city/school.

As far as the school impact goes, we conservatively anticipate that roughly 8 homes with school aged children will be added to Coeur d'Alene each year. The Trails community sells about 40 homes per year, of which maybe 20% have school aged children (K-12). We feel that this number is very manageable and will not have any negatively impacts to either Post Falls or Coeur d'Alene.

Overall, the newly proposed line brings neighborhood cohesiveness and easier bus transportation routes. This plan is commonly referred to as "the common sense" revision. I feel strongly that the new line is mutually beneficial for all parties and has been very well received in the community. I welcome a phone call if you have any further outstanding questions. Again, we greatly appreciate your time on this matter.

Allen Dykes  
Chief Operating Officer  
Architerra Homes, LLC  
(509) 230-0876  
allen@myarchiterra.com

05/22/2018

Welcome To a Joint Meeting of the Board of Trustees - Coeur d'Alene and Post Falls School Districts

# SIGN IN – Boundary Change Proposal

Meeting Date: March 19, 2018

Thank you for attending. Please sign in below.

Name/Address (Print please)	Contact Information (Phone/Email)	Address
<del>John &amp; Erin Swallow</del>	<del>(208) 661-2518</del>	<del>9055. Jarvis Rd, CoA</del>
✓ Stephen & <u>Katie</u> CHAFFIN	208-755-5975	60814 Hourglass Rd. CoA
✓ Gary Myerson	208 765-8354	7094 W. Big Sky Dr. PF.
✓ <del>Shelley Hansen</del>	<del>hanszmon3@hotmail.com</del>	<del>4975 Canterbury Rd CoA, ID 83815</del>
✓ Tori Myers	tori + myers@gmail.com	7062 N Rendezvous Dr CoA ID 83815
✓ Kelli Wells	(208) 699-3643 KELLI.WELLS001@GMAIL.COM	380 S Mossy Rock Ln CoA 83814
✓ Robert & Teresa Fack	208 664 4849	842 S MILLVIEW Dr, CoA 83814
✓ Aileen Dykes	509-230-0876	1259 W. Lakewood Dr. #200 CoA 83814
✓ Stephanie Meeks	208-699-1785 stephanie.myerson@gmail.com	6710 N. RENDZVOUS Dr. Coeur d'Alene, ID 83815
<del>Nicholas Meeks</del>	<del>208-964-0661</del> <del>nicholameeks@idla.k12.id.us</del>	<del>6710 N. Rendezvous Dr. CoA 83815</del>

Concerned about future value  
- buyers always  
- public vote

Boundary splits property  
- sales affect

- owns property  
- N. Prairie

Architect's homes

- Special Need  
- Student  
- needs service  
- offered

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Supplemental Boundary Petition Packet Page 11 of 29

## SIGN IN – Boundary Change Proposal

**Meeting Date: March 19, 2018**

*Thank you for attending. Please sign in below.*

[illegible]

**TAB 9 Page 12**



**PUBLIC TESTIMONY AT JOINT POST FALLS SCHOOL DISTRICT/COEUR D'ALENE  
SCHOOL DISTRICT BOUNDARY WORKSHOP, MARCH 19, 2018**

**Katie Chaffin, Coeur d'Alene:** We have two children that are already in the Coeur d'Alene School District. We are just bettering our family, moving into The Trails. With the expectation of common-sense boundaries, we thought that would be Coeur d'Alene School District. So I appreciate this coming back to the table, as it was declined in December by the state board. I'm not sure if, is it in the law, the best interest of the children – if that was taken in effect. With all these children being in the same neighborhood, but you across the street have to go to Post Falls, you have to go to Coeur d'Alene. That isn't common sense. I appreciate the positivity in allowing us to talk about it again. Thank you.

**Gary Nystrom, Post Falls:** (Lives near The Landings) I've had some long conversations with Dave Paul and Jerry Keane. For the most part I'm for this. But what I have not been supportive (of) is the tax cuts that we take, the revenue losses from property value that we take. And somebody just mentioned \$40 million, but we're not talking about The Landings. If you build the total out, and I just take a conservative number that the builder has, you're at \$200 million by the time they get those 475 houses in there pretty soon. So that's something I look at, because then we lose that value; it pushes taxes back onto us. And I know some people in here keep discussing common-sense boundary. I went to The Trails and talked to them, pretend like I was a buyer, and asked them what the school district ought to be. They've been very open: You're in the Post Falls School District, but we're trying to move you over. It's the buyer's responsibility to know where they're into. That's their job to know what school district they're into. And that's one of the reasons I fought this move last year for this. But Jerry will tell you I'm kind of on board with this. But I'm the one that says that kids need to be in their school district if they want to stay here. I've supported much of this that's gone on. I just worry about us sucking up losses in property values, and that's where I stand on it. And I also want to see a vote of the people on this. Okay?

**Tori Myers, Coeur d'Alene:** I currently live in The Trails. I have a 4-year-old, so he's not in school yet. The boundary lines goes right through my property. So half of my property is in Coeur d'Alene and the other half of my property is in Post Falls. And so for me, I just feel like, OK, so my neighbor right next door to me gets to go, because their boundary line is like this much more in Coeur d'Alene than mine is, their child next door gets to go to Coeur d'Alene, but then my child goes to Post Falls. So I just don't think that makes very much sense at all. Not to mention, like we are thinking, OK so we sign up our son in Little League, like if you look at the Little League boundary map for Little League, we are in the Coeur d'Alene Little League. So not only are we going to be in the Coeur d'Alene Little League, but now our child goes to Post Falls because two feet of the boundary line is different. It doesn't make sense to me. Then there's the park aspect of it. You know we're going to have this community park, and we're walking our dogs and all of our friends and everything are on Carrington right there. Well, I just think it would make sense for my son to be able to go outside and play with all of his friends that he can grow up with and go to school with all of those friends. That just makes sense to me.

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**Keith Wells, Coeur d'Alene:** I actually do the sales for The Trails subdivision. So my role here tonight is not necessarily as an impacted parent but just to get feedback, much the same as yourself. So I do want to say thank you to both boards for looking at this issue. Because just from a purely sales standpoint, there are seven houses, eight if we count the one south of Johns Hawk there, that are in 271. So from a simplicity standpoint, just to be able to tell somebody, you're in this one, you're in that one, that's really, from my perspective, what we'd be looking for. Again, would like to see it, from a common-sense perspective, as has been brought up a couple of times, that's really what I'd like to see. Thank you for addressing it and taking it into consideration.

**Robert Farr, Coeur d'Alene:** I don't reside in this area that's impacted. But I do own some property north of Prairie Avenue. And thanks to some of the members that are here, that property north of Prairie yet east of Huetter was annexed into the City of Hayden a couple of years ago. So presently, to me, it doesn't make sense that that corner of the City of Hayden would do to the Post falls School District as opposed to the Coeur d'Alene School District. So I think you've made a great effort on trying to reach a common ground in resolving this problem, and I applaud your efforts.

**Allen Dykes, Coeur d'Alene:** My name is Alan Dykes. I am chief operating officer for Architerra Homes and I don't know from a format standpoint if people want to ask me questions by all means. We're here, Architerra, is here because we, as a builder, are trying not to fall into that rut of being somebody that just builds homes, We're trying to create communities. One of the things that in the Trails is the challenge that we as we've already heard is that we're split— it's a small sector but we're split right now within our current phase. And as we look at this community as we build it out, we're going to be in the city of Coeur d'Alene and we're going to be getting bused over to the Post Falls School District and that to me doesn't make sense. I've got no issues with the Post Falls School District. I love the Post Falls School District, we have given land to Post Falls in our reserve community, will be giving land to Post Falls in our Foxtail community, we are very much a fan. The difference is those are in the city of Post Falls and to me that makes sense. It really does. As we look at this subdivision, you know we throw that number out 470 homes is what we currently project. Things can change, meaning we don't know what the market might bear in five years, ten years. What I do know based on current sales velocity we're looking at 30 sales or so a year. So 30 sales, we've got 400 to go, if you do the math as you know 13 years to build it out. Right now with my current community, we don't have that many kids, that you know, we're very much a mix of we have the families that are moving into our communities and we also attract those buyers that are downsizing that are empty nesters. So if I look in our community right now we've been on pace right around 20 percent of our homes. So if you do the math and you figure 20% of the homes over you know each year then you're looking at 30 sales and you figure 2 / 2 per house you're looking right around 12 kids being introduced in K through 12 each year, and again I'm doing very rough numbers here, there's others are going to have greater analytics than us. To me Huetter is the common sense boundary and I cannot stress enough this is not about a developer trying to

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make more money, it's not. We will live with whatever decision is rendered. We never have approached any home buyer and I would challenge anyone to say differently from Architerra standpoint where we have said "you're in the Coeur d'Alene district" or "we guarantee you will be in the Coeur d'Alene district." We will not go that route. Not only from a lawsuit standpoint that is dishonest and that is not how we approach our business. So we have been very forthright in "you're in the city of Coeur d'Alene, you attend Post Falls School District." We are currently in the process, but at the end of the day the process is the process and will respect the decisions. My last note and again, I just want to emphasize this enough; we're trying to create communities. We want cohesiveness within the community. We want the kids within the community feeling that sense of pride. I know the boundary line always just going to have to reside somewhere and I know that there's always going to be one kid on one side, one kid on the other, but we have the trails community and we're trying to do something special there. To me it does make sense to have the boundary on Huetter and I think that it is common sense.

**Stephanie Meeks, Coeur d'Alene:** So I live in the Trails neighborhood as well and I would agree with everything Alan has said. We've known that it was a Post Falls School District but what doesn't make sense was that these boundaries were done eighty years ago. I mean, the whole, I've only lived here 11 years. My husband has lived here his whole life. Everything has just changed drastically, even in the ten years I've lived here so like we've all been saying the common boundary that's what makes sense.

We work in Coeur d'Alene, we pay taxes in Coeur d'Alene, we have three schools within five miles from us, an elementary, middle, high school. There is a really small amount of families, I would say in our neighborhood, most people are downsizing. My immediate neighbors don't have children. I have two, one is special needs and we'll need a parapro with her until she's the senior in high school. Post Falls has not reached out to us and we've been told that at the age of three we're supposed to have our transition meeting out of infant/toddler. Post Falls has never reached out to us and Coeur d'Alene has been all over it. We are setting, I mean everybody that we've met and is working with our daughter is through the city Coeur d'Alene and in Coeur d'Alene we're on the coordinating team — whatever that means to anybody. We would like our children to go to the Coeur d'Alene School District because like we said we do work in Coeur d'Alene, my husband is actually a teacher for the Coeur d'Alene School District, and we drive-by. I mean for us, my daughter is blind she's never going be able to drive herself to school. Yes, the bus is an option but if we need to pick her up and take her to appointments going to Post Falls and coming back, it is just an inconvenience for us. Granted, we are one family. But we would be for this new proposal, so thank you.

**Kami Shaw, Coeur d'Alene:** My name is Kami Shaw. My husband and I and our three boys will be moving into our new home in the Trails next month. Our two oldest boys are currently in 1st and 3rd grade at Fernan and we are strongly in support of the boundary change. Aside from benefiting from the excellent standards of the Coeur d'Alene School District, emotionally it's better for our children to be going to the Coeur d'Alene School District. My husband's not here tonight because tonight is the last game for our first graders Parks and Rec basketball team. So if a change was not made, how they divide teams in Parks and Recs is you're with your

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teammates from your grade school in your grade. If the change wasn't made, our children would be put on random teams, every single sports season, every single year. Whoever needed an extra player, our kids would just be tossed on their team instead of being with kids from their own class, their own school, their own neighborhood. So that would impact our children because, you know, they want to play with their friends because we would be in the city of Coeur d'Alene. So they would also be going to a different school than the kids who possibly live across the street. They would be facing a very long bus ride away from home — it would be six miles to just under six miles to school as opposed to just under a mile and a half which my kids would like love to bike to school, which wouldn't be an option if we stayed in the Post Falls School District. They wouldn't be in the class with any of the kids that they know that they have in their neighborhoods. It would just be a very foreign place for them to go from living in Coeur d'Alene and going to a school in Post Falls. I was lucky enough to graduate from the Coeur d'Alene School District. Almost my entire kindergarten class at Sorensen Elementary graduated together at Lake City High School. And I want that kind of experience for my kids. I don't want to be in no-man's land in limbo because this — this is not going to solve itself. Like there's going to be more houses, there's going to be more growth, and the issue is going to come up again. This isn't going to go away so I want to be able to assure my kids "okay you can make friends with these kids in your elementary school because you will continue to go to school with them" not like "well maybe in a couple years we might, you know, have to make another change" and I don't want that for them. I want them to be able to stay with their same people and make friendships that they can count on and not be nervous that this is going to become an issue again in a few years. So I feel like in the end, this comes down to as a school district we need to do what's best for the kids who live in that area. Regardless of tax revenue or you know things like that — we need to do what's best. There's three, you know: an elementary school and middle school and in high school within two miles of our house and for us to send our kids six miles possibly 15 miles to the high school just doesn't make sense. It doesn't make sense for what would be best for our kids. So I think that that's what we really need to be thinking about, is what's best for these kids who live in in that area. Thank you.

**Stephan Speer, Coeur d'Alene:** I'd like to thank both boards for being here and for holding this meeting and hearing the public, it's most appreciated. We live in the Trails, 6691 North Rendezvous Drive and we've purchased our home from Architerra. Very happy with it. Our road does split between Coeur d'Alene and Post Falls. Both seem like lovely school districts and we're quite happy with them. I think the boundary is a good common sense boundary. We're returning to Coeur d'Alene after a hiatus of 40 years and I can tell you before, you probably didn't have enough time to spit before you were through Coeur d'Alene, 40 years ago. So what is it going to be in the next 40 years? I think we really need to look forward to that as well and that boundary just makes good sense. Before we moved out here, we had this on our radar, and NPR was talking about the fastest-growing areas in the United States and the Coeur d'Alene / Post Falls area — in fact we almost considered moving to Post Falls — is the fastest moving area. So as we look at these fields here, probably some of the folks that have been here for years and years aren't going to be happy with it, but that's going to fill in with housing. I mean that's just that's just a given. I think it's a common sense boundary what you have proposed. I

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like the idea of the continuity with the Coeur d'Alene. We go to the city council meetings on a fairly regular basis and I do like that continuity. My wife is an educator by training and for us first and foremost what's best for the kids. We will support what you decide upon, and again I would like to applaud those that have spoken. I definitely understand the implications of the tax burden from our standpoint, we had no idea what the tax would be, we complained a lot about taxes in our family but school taxes are not one of them. I think that's a good investment. I think it will even out over time. Thank you very much. I appreciate the opportunity to speak.

**Trina Rainey, Coeur d'Alene:** My name is Trina Rainey. I have two children and I choice my kids in Post Falls. I am currently located in the Coeur d'Alene School District and when we moved into our house, you know I assumed that they were going go to the nearest school to us, which I don't know their names right off the bat but they're about 3 miles maybe from us. So when I went to register them, they told me that in fact my kids should go all the way into Coeur d'Alene. I have a daughter in junior high and a daughter in grade school. So I was calling around to get them into school, my daughter technically should go to school off the 15th Street exit in Coeur d'Alene, the junior high over there. And so I found out that her bus ride in the morning to school was a hour and a half every morning. They would bus her up to the school that's closest to us. She would get off a bus there get on to another bus and transfer to the Coeur d'Alene School District each day and morning. I just moved here from Spokane. My family's in Spokane. I work in Spokane. My mom is in Post Falls. So if I have to have any sort of help getting my kids, you know, that's really out of the way for them to go get them, so we opted to choice into Post Falls which has been great. But our problem is we have no bus stop for the Post Falls School District so we have to take them to the closest bus stop which is fine, not a big deal problem. But one instance, I couldn't answer the phone while I was at work and my boyfriend, who gets my kids for me from the bus stop every day when I'm working, was at home chatting with a friend. Well, time got away from him and he didn't realize that it was time to pick her up from the bus stop. Well they took her to the school, or back to the bus barn, and by the time we figured out how to get her or whatever they said they were in like five minutes from calling and taking her to the police department as abandoned child because nobody was there to get her. But if the bus stop would have been across the road, which is Seltice, she could have walked right up the hill, right there's our home. So it would just be nice to be able to have a bus stop on this side of the road, versus that side of the road. You know so I mean, granted yes, it was our fault for not being there but you know just that simple dropping off at the end of the road and our home is there, so for us it is by far better to have them the split Post Falls and Coeur d'Alene. My address is 249 North Seeley so I am about a block off a Seeley and Main. Thank you.

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**Board of Trustees**  
**Coeur d'Alene School District 271 and Post Falls**  
**School District 273**  
**Midtown Center Meeting Room**

**March 19, 2018**

**Special Meeting 6:00 PM**

### **Minutes**

At 6:00 p.m. Chair Casey Morrisroe called the meeting to order. Trustees Tom Hearn, Lisa May, Tandra Pickford and Dave Eubanks were present. Also present were Board members representing the Post Falls School District: Chair Dave Paul, Michelle Lippert, Carol Goodson and Bridget Eismann.

#### **Joint Meeting/Workshop:**

Purpose of Meeting/How did we get here: Coeur d'Alene Superintendent Stan Olson said that he and Post Falls Superintendent Jerry Keane started discussing realignment of the boundary locations over the past several months following several years of requests for annexations between Coeur d'Alene, Post Falls and Lakeland. Original boundaries were drawn decades ago prior to any development.

(Draft) Boundary Proposal Presentation: Jerry Keane shared information about the current and proposed tax rates for both districts which will likely be very similar. The first priority is families and any change will not disrupt them. Any affected families will have a choice to remain in their current district. Mill River property will remain in the Coeur d'Alene District. They looked at potential future value vs. current value as the proposal was drafted.

#### Public Comment:

Stephen Chaffin, Coeur d'Alene supports the change.

Gary Nystrom, Post Falls doesn't support due to revenue losses specifically The Trails development. Post Falls will lose tax dollars, he would like to see this taken to a vote.

Tori Myers, Coeur d'Alene supports the change.

Keith Wells, Coeur d'Alene supports the change from a simplicity standpoint.

Robert Farr, Coeur d'Alene supports the change.

Allen Dykes, Coeur d'Alene is the CEO of Architerria Homes. The Trails is projected to be 470 homes and using Huetter Road is the common sense boundary.

Stephanie Meeks, Coeur d'Alene supports the change as she works and pays taxes in Coeur d'Alene.

Kami Shaw, Coeur d'Alene supports the change.

Stephen Speer, Coeur d'Alene supports the change.

Trina Rainey shared problems she has had with bus stop locations in relation to her address.

Written comments were received and shared – all were in favor of the revision.

#### Board Questions and Comments:

Casey Morrisroe and Dave Paul addressed questions about equitable values for both districts in terms of land gained and lost including potential growth and development. Will a vote be required? Jerry Keane said it depends on which statute is used to move forward in the request process. Dave Paul said this is not about the quality of education however, it is important to go through the proper steps and gather feedback from affected parties.

Next steps: Both Boards will choose whether to move forward or not. The real solution lies between the districts and not through annexations.

Meeting adjourned at 7:15 p.m.

Casey Morrisroe, Chair  
 Board of Trustees

Lynn Towne, Clerk  
 Board of Trustees

05/22/2018

Post Falls School District No. 273  
 Special Meeting  
 Joint Meeting with Coeur d'Alene School District  
 March 19, 2018

6:00pm  
 Midtown Center  
 Coeur d'Alene, Idaho

**Call meeting to order:** Coeur d'Alene Chair Casey Morrisroe called the meeting to order at 6:01pm. The following Board members were present at roll call: Tom Hearn, Dave Eubanks, Tandra Pickford, Lisa May, Post Falls School District Chair Dave Paul, Bridget Eismann, Carol Goodman and Michelle Lippert. Post Falls School District Trustee Bonnie Beaulieu was absent.

Also present were Superintendent Jerry Keane, Superintendent Stan Olson, Clerk Erin Butler and Clerk Lynn Towne.

**Pledge of Allegiance:** Chair Casey Morrisroe led the Pledge of Allegiance.

**Welcome:** Chair Casey Morrisroe introduced both school boards and welcomed all those in attendance. The floor was then turned over to Stan Olson.

**Purpose of Meeting:** Stan Olson discussed the possible re-alignment of district boundaries between Coeur d'Alene and Post Falls.

**How did we get here?:** Stan Olson discussed the history of the boundaries between Coeur d'Alene, Post Falls and Lakeland School Districts.

**(Draft) Boundary Proposal:** Jerry Keane presented a draft boundary proposal to both Board of Trustees.

**Public Comment:** Katie Chaffin - 6814 Hourglass Road in Coeur d'Alene  
 Patron is in favor of the boundary change.

Gary Nystrom - 7094 W. Big Sky Drive in Post Falls  
 Patron is concerned that Post Falls will lose property value when The Trails and surrounding area is built out.

Tori Myers - 7062 W. Rendezvous Dr in Coeur d'Alene  
 Patron's property is split directly in the middle between PF and CDA. She is in favor of the boundary change.

Keith Wells - 380 S. Mossy Rock Lane in Coeur d'Alene  
 Mr. Wells does sales for The Trails and is in favor of clean boundaries.

Robert and Teresa Faer - 842 S. Millview in Coeur d'Alene  
 Patrons own property north of Prairie Avenue that was annexed into Hayden year ago. They do not think it makes sense for the property to go to Post Falls.

Allen Dykes - 1859 W. Lakewood in Coeur d'Alene  
 Mr. Dykes is the COO for Architerra Homes and is trying to create a unified community with the development. He believes Huetter is the most logical boundary between Coeur d'Alene and Post Falls.

Stephanie Meeks - 6710 N. Rendezvous Drive in Coeur d'Alene  
 Patron lives in The Trails and would like her children to attend school in Coeur d'Alene.

Kami Shaw - 1307 Kaleigh Ct in Coeur d'Alene  
 Patron will be moving to The Trails soon and would like to stay attending Coeur d'Alene

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schools.

Stephan and Andrea Speer – 6691 N. Rendezvous Drive in Coeur d'Alene  
Patrons believe that the proposed Huetter boundary makes good sense and is appreciative  
that the Boards are looking to do what is best for kids.

Trina Rainey – 249 N. Sealey Road in Coeur d'Alene  
Patron is in favor of the boundary change.

Board Questions: Tom Hearn asked how the voting process works regarding this matter. Stan Olson and  
Jerry Keane explained the two different Idaho Code processes, 33-307 and 33-308.

Other: Chair Dave Paul thanked all the patrons for their comments and feedback.

Chair Casey Morrisroe commented that going forward both Boards need to make a  
decision regarding this proposal and then the discussion can move into whether 33-307 or  
33-308 is more practical.

Adjournment: The meeting was adjourned at 7:15pm.

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Approved

Attest:

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**ALTERATION TO LEGAL BOUNDARY FOR  
COEUR D'ALENE SCHOOL DISTRICT #271  
AND  
POST FALLS SCHOOL DISTRICT #273**

WHEREAS, the Post Falls School District #273 ("Post Falls") and the Coeur d'Alene School District #271 ("Coeur d'Alene") have a shared school district boundary (*see* Exhibit 1 for existing and proposed boundaries);

WHEREAS, in 2017 a developer (Architerra Homes, LLC) petitioned to excise certain property from Post Falls and annex said property into Coeur d'Alene (the "Architerra Petition") (*see generally* Exhibit 2);

WHEREAS, the Architerra Petition is one of six requests for annexation/excision seen by Coeur d'Alene and one of two requests seen by Post Falls over the last five years;

WHEREAS, pursuant to Idaho Code § 33-308 the Architerra Petition was considered by each local board of trustees and forwarded to the Idaho State Board of Education (the "State Board") with a recommendation that said petition not be approved because each board was concerned with the piecemeal requests being received by the districts and the lack of long-term planning with respect to their shared boundary (*see* Exhibit 2 at *Conclusions* ¶ 3);

WHEREAS, pursuant to IDAPA 08.02.01.050 the State Board hired hearing officer Edwin L. Litteneker (the "Hearing Officer") to review the Architerra Petition and make recommendations to the State Board (*see* Exhibit 2);

WHEREAS, the Hearing Officer found that "there is considerable concern that a continued piecemeal change in the respective boundaries of the Post Falls and Coeur d'Alene Districts is not in anyone's best interests" (*see* Exhibit 2 at *Conclusions* ¶ 3);

WHEREAS, the Hearing Officer also recognized that the property proposed for annexation/excision was essentially vacant land planned for future development with only one school-aged student currently living in the area (*see* Exhibit 2);

WHEREAS, the lack of school children residing in the proposed annexation/excision area made annexation/excision procedures under Idaho Code § 33-308 inappropriate;

WHEREAS, the State Board, after consideration of the Hearing Officer's recommendation not to engage in piecemeal boundary changes, voted not to approve the annexation/excision proposal;

WHEREAS, Post Falls and Coeur d'Alene have taken the recommendation of the Hearing Officer and engaged in discussions to set a shared boundary that will facilitate the long-term growth of both districts for the foreseeable future;

**ALTERATION TO LEGAL BOUNDARY FOR COEUR D'ALENE SCHOOL DISTRICT  
#271 AND POST FALLS SCHOOL DISTRICT #273**

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## Supplemental Boundary Petition Packet Page 22 of 29

WHEREAS, the districts desire to create a shared boundary that is clear, consistent and easily understood for both patrons and district personnel alike (*see* Exhibit 1);

WHEREAS, the districts believe the lack of long-term planning has harmful impacts on the patrons and children of both districts;

WHEREAS, Post Falls and Coeur d'Alene desire to set their shared boundary along Huetter Road (a major north/south arterial located between the two districts) as demonstrated on the map attached as Exhibit 1;

WHEREAS, the districts recognize that the vast majority of this proposed area is undeveloped farmland and not appropriate for consideration under Idaho Code § 33-308;

WHEREAS, the districts sent the attached letter via certified mail to every property owner lying within the proposed boundary-change area alerting patrons to the proposed boundary change and inviting them to the workshop described below (*see* Exhibit 3);

WHEREAS, a duly noticed joint workshop with the Post Falls and Coeur d'Alene Boards of Trustees was held on March 19, 2018, where members of the public were invited to learn about the proposal and provide their input;

WHEREAS, a copy of the power point from the joint workshop is attached as Exhibit 4;

WHEREAS, said workshop was filmed and is available for view at <https://www.youtube.com/watch?v=WS-nUKIOcmA&t=3062s>;

WHEREAS, patrons attending the workshop overwhelmingly expressed approval of the proposed boundary change and the districts' shared long-term planning efforts;

WHEREAS, only twenty school-aged children live within the area proposed for this long-term boundary change (six of whom are enrolled at Post Falls and fourteen of whom are enrolled at Coeur d'Alene district), and all of whom will be guaranteed grandfathered attendance rights at the district in which they are currently enrolled;

WHEREAS, the districts have examined their bonded indebtedness and determined that the proposed boundary change would not leave either district in excess of the limit prescribed by law (*see* Exhibit 5);

WHEREAS, because the area in question is predominately undeveloped farmland that is not contemplated for boundary changes under Idaho Code § 33-308 and in light of the Hearing Officer's recommendation to engage in long-term planning decisions, the districts are jointly requesting that the State Board approve the proposed boundary change under Idaho Code § 33-307;

ALTERATION TO LEGAL BOUNDARY FOR COEUR D'ALENE SCHOOL DISTRICT #271 AND POST FALLS SCHOOL DISTRICT #273

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WHEREAS, the State Board has previously used its authority under Idaho Code § 33-307 to approve boundary changes that may not be contemplated by Idaho Code § 33-308 (*see Exhibit 6, Superintendent of Public Instruction's Order Under Section 33-307, Idaho Code, for Alteration of School District Boundaries*);


WHEREAS, on April 9, 2018, the Post Falls Board of Trustees unanimously voted in favor of pursuing the proposed boundary change under Idaho Code § 33-307; and


WHEREAS, on May 7, 2018, the Coeur d'Alene Board of Trustees unanimously voted in favor of pursuing the proposed boundary change under Idaho Code § 33-307.

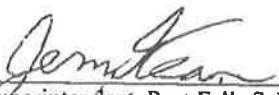
NOW, THEREFORE, in light of the foregoing recitals and pursuant to the authority granted under Idaho Code § 33-307, the districts ask the State Board to order that:

1. The boundary of the Post Falls School District #273 be altered as follows;  
See Exhibit 7
2. The boundary of the Coeur d'Alene School District #271 be altered as follows;  
See Exhibit 8
3. The Superintendent of Public Instruction be directed to make the appropriate order to alter said boundaries; and
4. The Board of Trustees of the Post Falls School District #273 and the Board of Trustees of the Coeur d'Alene School District #271 shall notify the Idaho State Tax Commission and the Kootenai County Assessor and the Kootenai County Recorder, in accordance with the provisions of Idaho Code § 63-215.

DATED this 18 day of May, 2018

  
Board Chair, Post Falls School  
District #273

  
Board Chair, Coeur d'Alene School  
District #271

  
Superintendent, Post Falls School  
District #273 School

  
Superintendent, Coeur d'Alene  
District #271

ALTERATION TO LEGAL BOUNDARY FOR COEUR D'ALENE SCHOOL DISTRICT  
#271 AND POST FALLS SCHOOL DISTRICT #273

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The Coeur d'Alene Press - Local News, School districts jointly explore boundary adjustment

# SCHOOL DISTRICTS JOINTLY EXPLORE BOUNDARY ADJUSTMENT

March 16, 2018 at 5:00 am |

The Coeur d'Alene School District and Post Falls School District are exploring changes to establish a clearer, more logical boundary between the two school systems as development brings the communities closer together. ☐

The proposed adjustment would establish Huetter Road as the primary boundary between the districts, from Harvest Avenue near the Coeur d'Alene Airport south to Maplewood Avenue near the Spokane River.

If approved, some property in the Post Falls district would move into the Coeur d'Alene district north of Mullan Avenue, and some property in the Coeur d'Alene district would move into the Post Falls district south of Mullan Avenue.

"We all recognize that as our communities continue to grow, the remaining parcels of vacant land between Post Falls and Coeur d'Alene are poised for development," the districts said in a joint statement. "We already have one residential development that is split awkwardly between our two districts, with the boundary line running straight through some homes. We can remedy that and avoid similar situations in the future if we are able to establish a permanent, common-sense boundary line in an agreement that is beneficial to both school districts."

The school districts have invited potentially affected property owners to a joint meeting of the Boards of Trustees for both districts on Monday at 6 p.m. at the Midtown Meeting Center in Coeur d'Alene. Any resident of either school district is welcome to attend, and public comment will be accepted.

The proposed change may impact where some children attend school or the amount of property taxes some property owners pay for public education. It is the intent of both districts to include a grandfather clause in any agreement to permit currently enrolled students directly affected by a boundary adjustment to attend school in the district of their choice until they complete their schooling.

The Midtown Center is at 1505 N. 5th St., Coeur d'Alene.

Written comments may be submitted to Lynn Towne, Clerk of the Board, Coeur d'Alene School District, 1400 N. Northwood Center Ct., Coeur d'Alene, ID 83814; ltowne@cdaschools.org.

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## SCHOOL BOARDS CONSIDER REDRAWING BOUNDARY

March 20, 2018 at 5:00 am | By JUDD WILSON Staff writer



COEUR d'ALENE — Post Falls and Coeur d'Alene School District board members heard public input on a possible boundary realignment at a joint school board meeting here Monday. The special meeting gave community members the chance to speak to the idea, which the two district superintendents have discussed as a possible solution to a recurring problem. Over the past five years, the State Board of Education has heard seven different appeals by residents in the Lakeland, Coeur d'Alene, and Post Falls School Districts regarding which school districts their kids would attend, said Coeur d'Alene School District Interim Superintendent Stan Olson.

"It wasn't about school or system quality. It was about an expectation that seemed to make sense based on where one would assume boundaries were supposed to be. It didn't work," Olson said.

The current boundary lines between the Post Falls and Coeur d'Alene School Districts are gerrymandered around properties that were primarily vacant fields when the

boundary was drawn, but now cut through large housing developments such as The Trails, The Landings, and Mill River. Rather than go before a hearing officer and the State Board of Education, Olson said it made more sense to get the districts together and determine a smarter way to set boundaries. Olson said the superintendents listened for months to what residents thought were the natural boundaries between the two school districts, and "time and time again, it was Huetter Road."

The proposed change would make Huetter Road the primary boundary from W. Harvest Avenue south to E. Maplewood Avenue, then jog to the west until W. Mill River Court.

"The current boundary is an anachronism," said Coeur d'Alene School District board member Dave Eubanks. "It was drawn when Pearl Harbor was bombed."

Post Falls Superintendent Jerry Keane explained the tax rates for the two districts would be nearly identical in the coming year, so the most important remaining considerations would be the

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impact to students and the impact to each district's tax revenues. Keane said any change should grandfather current students in to allow them to remain in their current schools if they so desired.

"Under any circumstances, we want stability for kids," he said.

Coeur d'Alene School District board chairman Casey Morrisroe said Piper Jaffray had estimated the boundary change would immediately deduct \$40 million in property value from the Coeur d'Alene School District. However, speakers for both districts noted the future value of the yet-undeveloped properties was difficult to estimate, and that seemingly inevitable growth in the region necessitated clear, simple boundary lines.

Residents and developers from The Trails, a community that did not exist when the current boundary lines were drawn, spoke up about the proposed change. A small portion of the community falls on the Post Falls side of the boundary, while the majority of the development falls in the Coeur d'Alene side.

Tori Meyers lives in The Trails and has a property split in two by the school district boundary line. Her neighbor's property is slightly more on the Coeur d'Alene side of the line, and so kids from that household go to Coeur d'Alene schools while Meyers' kids will go to Post Falls schools.

"I just don't think that makes very much sense at all," she said. Little League boundary lines put her in the Coeur d'Alene league and she socializes with families enrolled in Coeur d'Alene schools. "It would make sense for my son to be able to play outside with his friends and go to school with them," she said.

Kami Shaw expressed the same concern. She and her family will move from Coeur d'Alene into The Trails soon and she wanted them to continue seeing their friends at school and on their rec league teams.

"I want to assure my kids that they can make friends. I want them to be able to make friendships that they can count on."

Stephanie Meeks said her special needs child has been helped well by Coeur d'Alene schools, and that attending those schools is far more convenient for her than going to Post Falls schools. Architerra Homes COO Allen Dykes said his company valued the sense of community The Trails offered, and he supported the boundary change to Huetter Road. Gary Nystrom said he supported the change for the sake of students but was concerned about the loss of tax revenue, and accompanying tax hikes for property owners.

At the conclusion of the meeting, Keane explained the next step would be for each school board to decide whether it wanted to move forward with the boundary change, and if so, whether they preferred to put it to a public vote per Idaho code 33-308, or proceed without a vote in accordance with Idaho code 33-307. Only registered voters living in the immediate areas of impact would vote per 33-308, explained Morrisroe.

[http://www.cdapress.com/local\\_news/20180320/school\\_boards\\_consider\\_redrawing\\_boundary](http://www.cdapress.com/local_news/20180320/school_boards_consider_redrawing_boundary)

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*At conclusion of April 3, 2018, article in the Coeur d'Alene Press covering April 2 School Board meeting:*

In other business, the **board voted unanimously** to direct (Superintendent Stan) Olson and chairman Casey Morrisroe to meet again with their colleagues from the Post Falls School District to discuss how to move forward with redrawing boundaries between the two districts. The boards held a joint session last month and each body must still approve the boundary change, which centers on Huetter Road. Each board must also decide whether they will put the boundary change to a public vote per Idaho code 33-308, or make the change without a vote in accordance with Idaho code 33-307.

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The Coeur d'Alene Press - Local News, Keeping up with rapid growth

## KEEPING UP WITH RAPID GROWTH

May 08, 2018 at 5:00 am | By JUDD WILSON Staff writer



JUDD WILSON/Press Board members Casey Morrisroe and Tom Hearn discuss future school sites at the Coeur d'Alene School District's board of trustees meeting Monday night.

COEUR D'ALENE — The Coeur d'Alene School District may purchase two new properties for future schools, and is moving forward with plans to build a new elementary school at the Hayden Lake School site, said board members during their Monday night meeting.

Superintendent Stan Olson said the district has reached an agreement to partner with the city of Hayden to create both a school and a community center on the current site of the Northwest Expedition Academy. The city has done substantial work there, which will lower the district's costs from more than \$800,000 to less than \$100,000, said Olson.

The superintendent lauded the work of board chairman Casey Morrisroe, Hayden Mayor Steve Griffitts, and the Hayden city council.

Olson told the board the district has the money to also pay for land at two other sites, on Prairie Avenue and at Huetter Road. Those purchases are being discussed with their current owners.

"The numbers have made me nervous," said board member Tom Hearn while inquiring about the district's ability to pay for the land.

The numbers on the offers and counter-offers are where they need to be for the district to move forward, said Olson. The district met with department heads from the city of Coeur d'Alene to determine what it would cost to develop the Prairie Avenue site into a future school, said Olson. While discussions about traffic mitigation and signals at the site still remain, Olson said projections for sewer connectivity and water were promising.

"Those numbers are coming along nicely," he said.

[http://www.cdapress.com/local\\_news/20180508/keeping\\_up\\_with\\_rapid\\_growth](http://www.cdapress.com/local_news/20180508/keeping_up_with_rapid_growth)

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The Coeur d'Alene Press - Local News, Keeping up with rapid growth

The Huetter Road property became a possibility in part thanks to the realignment of district boundaries with the Post Falls School District, said Olson. The property owner is also motivated by a desire to be a part of the solution to the district's shortage of land, he added.

At its Monday meeting the school board unanimously approved the proposal to seek a boundary realignment. The neighboring districts plan to meet with officials at the state department of education later this summer, Olson explained.

Funds for these purchases would come from \$1 million that was earmarked for future school site purchases in the 2017 bond election, said Morrisroe. Another \$1.366 million total would come from the sale of 10 acres of land at Thomas Lane, which netted the district \$663,000, and \$688,000 in surplus funds from the district's School PLUS after-school program, he said.

"I'm doubting Thomas. I'll believe it when I see it," joked Hearn.

Olson said the district is still going through the due diligence process on the properties. A property workshop is scheduled for May 17 at 4 p.m. to further discuss the property options. While only the Hayden Lake School site would be built up in the short term, the Prairie Avenue and Huetter Road properties could be developed in the mid- to long-term, said Olson.

Hearn asked Olson how likely it was that the district would seal the deals.

"If I were a betting man, I'd bet your house yes, we'd be able to buy those properties," put them in a land bank, and move forward on planning for use of those sites, said Olson.

Board member Dave Eubanks remarked at the prospect of having property to put into a land bank for future school projects. "When I think about where we were a year ago and where we are today, it is astounding and wonderful. That is attributed to the leadership sitting up here."





**POLICY, PLANNING AND GOVERNMENTAL AFFAIRS COMMITTEE**  
**JUNE 21, 2018**

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**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Facilities' Naming – Center for Arts and History

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section: I.K.  
Naming/Memorializing Building and Facilities

**ALIGNMENT WITH STRATEGIC PLAN**

Governance issue, does not align directly with Board's strategic plan.

**BACKGROUND/DISCUSSION**

The Lewis-Clark State College Center for Arts and History was built in 1883 predating the College by ten years. Under the leadership of President Lee Vickers and his wife Deanna, the Center grew to be a beacon in the community in support of the arts and the preservation of the culture of Lewiston. In 1979, it was Deanna Vickers who championed the creation of the Lewis-Clark State College Artists Series, bringing musical, dance and theater companies to the city. In 1985, Deanna co-founded the Dogwood Festival, still a centerpiece in Lewiston culture. In 1991, the old Vollmer Lewiston National Bank Building was acquired to be Lewis-Clark State College Center for Arts and History under President Lee Vickers' leadership.

This year, Lewis-Clark State College received funding from the Permanent Building Fund for the restoration of the masonry of the building and replacement of windows, making this an opportune time to give the Center an identity that links its historic past with a vision for the future. Lewis-Clark State College would like to honor the contributions of Dr. Vickers and his wife, Deanna to the institution and particularly to this Center for Arts and History by re-naming the current center the Lee and Deanna Vickers Center for Arts and History.

**IMPACT**

LCSC believes that the naming of the Center in honor of a dedicated president who was responsible for its renaissance would serve as a great testament to his many significant contributions, including raising the profile of this center. No substantive costs related to the renaming will be required other than signage.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for someone other than a former employee of the system of higher education. These include consideration of the nature of the individuals gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individuals relationship to the institution. Based

**POLICY, PLANNING AND GOVERNMENTAL AFFAIRS COMMITTEE**  
**JUNE 21, 2018**

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on the information provided by Lewis-Clark State College the request complies with Board policy. Staff recommends approval

**BOARD ACTION**

I move to approve the request by Lewis-Clark State College to name the Center for Arts and History the Lee and Deanna Vickers Center for Arts and History.

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

**CONSENT  
JUNE 21, 2018**

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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Request for Waiver of 103% Student Transportation Funding Cap

**REFERENCE**

June 2015	Board approved the request for ten (10) school districts to receive a funding cap waiver
June 2016	Board approved the request for eight (8) school districts to receive a funding cap waiver
June 2017	Board approved the request for six (6) school districts to receive a funding cap waiver

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1: A Well Educated Citizenry, Objective A: Access

**BACKGROUND/DISCUSSION**

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

As of April 16, 2018, 26 school districts and/or charter schools were negatively affected by the pupil transportation funding cap:

003	KUNA JOINT DISTRICT	(\$7,819)
011	MEADOWS VALLEY DISTRICT	(\$11,311)
041	ST MARIES JOINT DISTRICT	(\$16,261)
044	PLUMMER-WORLEY JOINT DISTRICT	(\$25,040)
055	BLACKFOOT DISTRICT	(\$113,445)
061	BLAINE COUNTY DISTRICT	(\$91,524)
071	GARDEN VALLEY DISTRICT	(\$55,107)
111	BUTTE COUNTY JOINT DISTRICT	(\$2,832)

**CONSENT**  
**JUNE 21, 2018**

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171	OROFINO JOINT DISTRICT	(\$28,736)
221	EMMETT INDEPENDENT DIST	(\$14,586)
234	BLISS JOINT DISTRICT	(\$3,540)
244	MOUNTAIN VIEW SCHOOL DISTRICT	(\$32,511)
271	COEUR D'ALENE DISTRICT	(\$38,367)
274	KOOTENAI DISTRICT	(\$2,424)
281	MOSCOW DISTRICT	(\$68,005)
282	GENESEE JOINT DISTRICT	(\$19,101)
292	SOUTH LEMHI DISTRICT	(\$412)
304	KAMIAH JOINT DISTRICT	(\$11,369)
305	HIGHLAND JOINT DISTRICT	(\$5,321)
391	KELLOGG JOINT DISTRICT	(\$17,395)
392	MULLAN DISTRICT	(\$3,679)
393	WALLACE DISTRICT	(\$11,447)
401	TETON COUNTY DISTRICT	(\$30,489)
421	MCCALL-DONNELLY JT. SCHOOL DISTRICT	(\$34,744)
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	(\$5,304)
475	SAGE INTERNATIONAL SCHOOL OF BOISE	(\$1,431)

The State Department of Education received requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code. Student Transportation staff reviewed these requests to ensure they meet the eligibility criteria. Of the 26 districts and charter schools negatively affected by the pupil transportation funding cap, only 12 districts have routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. All 12 of these districts, listed below, have applied for a waiver from the student transportation funding cap.

**St. Maries School District** submitted school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Plummer-Worley School District** submitted school bus routes that met the required criteria. This represents 16.67% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 119.67%.

**Garden Valley School District** submitted school bus routes that met the required criteria. This represents 30% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 133%.



**CONSENT**  
**JUNE 21, 2018**

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**Butte County School District** submitted school bus routes that met the required criteria. This represents 30% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 133%.

**Orofino School District** submitted school bus routes that met the required criteria. This represents 27.27% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 130.27%.

**Bliss School District** submitted school bus routes that met the required criteria. This represents 16.67% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 119.67%.

**Mountain View School District** submitted school bus routes that met the required criteria. This represents 47.50% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 150.50%.

**Kootenai School District** submitted school bus routes that met the required criteria. This represents 100% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 203%.

**Moscow School District** submitted school bus routes that met the required criteria. This represents 15.62% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 118.62%.

**Kamiah School District** submitted school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Highland School District** submitted school bus routes that met the required criteria. This represents 20% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 123%.

**Kellogg School District** submitted school bus routes that met the required criteria. This represents 5.41% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 108.41%.

**CONSENT**  
**JUNE 21, 2018**

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**IMPACT**

The approval of the cap waivers listed above allows districts to be reimbursed for routes that meet the hardship criteria. Board inaction or denial of the funding cap waivers would result in a loss of funding for the school districts in question.

**ATTACHMENTS**

Attachment 1 – Funding Cap Waiver Spreadsheet

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**STAFF COMMENTS AND RECOMMENDATIONS**

At the June 2017 Board meeting the Board approved a waiver of the funding cap for Garden Valley School District, Kellogg Joint School District, Moscow School District, Orofino School District, Plummer-Worley Joint School District, and Wallace School District. Pursuant to Section 33-1006, Idaho Code:

“A school district may appeal the application of the one hundred three percent (103%) limit on reimbursable costs to the state board of education, which may establish for that district a new percentile limit for reimbursable costs compared to the statewide average, which is higher than one hundred three percent (103%). In doing so, the state board of education may set a new limit that is greater than one hundred three percent (103%), but is less than the percentile limit requested by the school district. However, the percentage increase in the one hundred three percent (103%) cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run, pursuant to this subsection. Any costs above the new level established by the state board of education shall not be reimbursed. Such a change shall only be granted by the state board of education for hardship bus runs. To qualify as a hardship bus run, such bus run shall meet at least two (2) of the following criteria:

- (a) The number of student riders per mile is less than fifty percent (50%) of the statewide average number of student riders per mile;
- (b) Less than a majority of the miles on the bus run are by paved surface, concrete or asphalt road;
- (c) Over ten percent (10%) of the miles driven on the bus run are a five percent (5%) slope or greater.”

The Department of Education transportation staff review each of the applications prior to submittal for Board consideration. Only those school districts that have met the requirements may be considered for approval.

**CONSENT  
JUNE 21, 2018**

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**BOARD ACTION**

I move to approve the request by St. Maries School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 143%, for a total of \$16,261 in additional funds from the public school appropriation.

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

I move to approve the request by Plummer-Worley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 119.67%, for a total of \$25,040 in additional funds from the public school appropriation.

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

I move to approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 133%, for a total of \$55,107 in additional funds from the public school appropriation.

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

I move to approve the request by Butte County School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 133%, for a total of \$2,832 in additional funds from the public school appropriation.

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

I move to approve the request by Orofino School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 130.27%, for a total of \$28,736 in additional funds from the public school appropriation.

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

I move to approve the request by Bliss School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 119.67%, for a total of \$3,540 in additional funds from the public school appropriation.

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

I move to approve the request by Mountain View School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal

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year 2017 of 150.50%, for a total of \$32,511 in additional funds from the public school appropriation.

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

I move to approve the request by Kootenai School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 203%, for a total of \$2,424 in additional funds from the public school appropriation.

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

I move to approve the request by Moscow School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 118.62%, for a total of \$68,005 in additional funds from the public school appropriation.

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

I move to approve the request by Kamiah School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 143%, for a total of \$11,369 in additional funds from the public school appropriation.

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

I move to approve the request by Highland School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 123%, for a total of \$5,321 in additional funds from the public school appropriation.

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

I move to approve the request by Kellogg School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 108.41%, for a total of \$17,395 in additional funds from the public school appropriation.

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

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**ATTACHMENT 1**

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider			
Fiscal Year 2016-2017 Data - Approved Costs Reimbursed in Fiscal Year 2017-2018(Fourteenth Capped Year)			
Set percentage cap to apply to statewide average	103%	Riders per Mile	1.7
Revised: April 16, 2018	3rd Draft		
	Cost Per Mile	Cost Per Rider	
Statewide Averages before cap	\$3.91	\$844	
Statewide Averages after cap	\$4.03	\$869	
Total Savings From Cap	\$652,200	Capped Reimb.	Actual Reimb.
Savings Following Appeals & State Board Action	\$425,014	\$78,542,377	\$79,194,577
Estimated Impact of Funding Cap Waivers	\$227,186		

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y)	Total 100% Reimbursable Costs Eligible at 50%	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Final Payment Amount
041	ST MARIES JOINT DISTRICT	\$16,261	3.7%	\$545,131	TRUE	0.400	\$587,709
044	PLUMMER-WORLEY JOINT DISTRICT	\$25,040	15.5%	\$178,924	TRUE	0.167	\$229,324
071	GARDEN VALLEY DISTRICT	\$55,107	37.9%	\$0	TRUE	0.300	\$175,792
111	BUTTE COUNTY JOINT DISTRICT	\$2,832	1.9%	\$111,905	TRUE	0.300	\$206,582
171	OROFINO JOINT DISTRICT	\$28,736	7.9%	\$349,647	TRUE	0.273	\$514,892
234	BLISS JOINT DISTRICT	\$3,540	6.3%	\$70,152	TRUE	0.167	\$73,323
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$32,511	6.1%	\$471,259	TRUE	0.475	\$719,196
274	KOOTENAI DISTRICT	\$2,424	1.9%	\$101,688	TRUE	0.100	\$158,540
281	MOSCOW DISTRICT	\$68,005	14.8%	\$464,253	TRUE	0.156	\$591,509
304	KAMIAH JOINT DISTRICT	\$11,369	11.0%	\$112,943	TRUE	0.400	\$132,755
305	HIGHLAND JOINT DISTRICT	\$5,321	3.7%	\$0	TRUE	0.200	\$200,568
391	KELLOGG JOINT DISTRICT	\$17,395	3.7%	\$491,266	TRUE	0.541	\$612,701

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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Safety Busing Requests

**REFERENCE**

June 2015	Board approved the request for 95 school districts and 13 charter schools to transport students less than one and one-half miles for the 2014-2015 school year.
June 2016	Board approved the request for 98 school districts and 13 charter schools to transport students less than one and one-half miles for the 2015-2016 school year.
June 2017	Board approved the request for 99 school districts and 13 charter schools to transport students less than one and one-half miles for the 2016-2017 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code  
Section 33-1501, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1: A Well Educated Citizenry, Objective A: Access

**BACKGROUND/DISCUSSION**

Sections 33-1006 and 33-1502, Idaho Code, provide for the transportation of students less than 1.5 miles from the school if warranted by safety needs. Otherwise, the cost of transporting students less than 1.5 miles is not reimbursable. Local education agencies (LEAs) are required to submit a safety busing report to the State Department of Education by March 31 through the Idaho Bus Utilization System portal to report safety-based children to receive reimbursement for their transportation. All requests recommended for approval are compliant with Section 33-1006, Idaho Code. Safety busing impacts 26,011 students in the 2017-2018 school year.

**IMPACT**

The approval of LEAs with safety-based students allows LEAs to be reimbursed for routes that meet the safety busing requirements. Board inaction or denial of the safety busing rider count report would result in a loss of funding for the LEAs in the report.

Safety busing contributes to the safety and well-being of thousands of students each school year.

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**ATTACHMENTS**

Attachment 1 – Safety busing rider count report

**STAFF COMMENTS AND RECOMMENDATIONS**

Section 33-1006, Idaho Code allows for the reimbursement of cost to transport students 1.5 miles or more from the school and pupils less than 1.5 miles as provided in Section 33-1501, Idaho Code, when approved by the State Board of Education. State Department of Education staff annually review school district requests and forward those meeting the requirements for safety busing to the Board for consideration. Staff recommends approval.

**BOARD ACTION**

I move to approve the requests by ninety-nine (99) school districts and twelve (12) charter schools as submitted in Attachment 1 for approval to transport students less than one and one-half miles for the 2017-2018 school year.

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



**Safety Busing Rider Count Report 2017-2018**

<b>Name of LEA</b>	<b>Number of Riders</b>
Aberdeen District	107
American Falls Joint District	243
Basin School District	20
Bear Lake County District	104
Blackfoot District	503
Blaine County District	603
Bliss Joint District	38
Boise Independent District	953
Bonneville Joint District	2156
Boundary County District	45
Bruneau-Grand View Joint School District	1
Buhl Joint District	157
Butte County Joint District	93
Caldwell District	930
Cascade District	15
Cassia County Joint District	625
Castleford District	15
Challis Joint District	11
Clark County District	8
Coeur D'Alene District	304
Compass Public Charter School, Inc.	9
Cottonwood Joint District	39
Culdesac Joint District	8
Emmett Independent District	221
Falcon Ridge Public Charter School, Inc.	21
Filer District	153
Firth District	38
Fremont County Joint District	209
Fruitland District	85
Garden Valley District	12
Genesee Joint District	29
Glenns Ferry Joint District	122
Gooding Joint District	334
Grace Joint District	19
Hagerman Joint District	74
Hansen District	52
Heritage Academy, Inc.	86
Heritage Community Charter School, Inc.	87
Homedale Joint District	230

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<b>Name of LEA</b>	<b>Number of Riders</b>
Horseshoe Bend School District	55
Idaho Arts Charter School, Inc.	30
Idaho Falls District	1074
Idaho Stem Academy, Inc.	144
Jefferson County Joint District	546
Jerome Joint District	310
Joint School District No. 2	1341
Kamiah Joint District	68
Kellogg Joint District	8
Kimberly District	269
Kootenai District	2
Kuna Joint District	241
Lake Pend Oreille School District	174
Lakeland District	194
Lapwai District	98
Legacy Public Charter School, Inc.	9
Liberty Charter School, Inc.	6
Mackay Joint District	28
Madison District	372
Marsh Valley Joint District	84
Marsing Joint District	136
Mccall-Donnelly Joint School District	2
Melba Joint District	14
Middleton District	257
Midvale District	11
Minidoka County Joint District	700
Moscow District	287
Mountain Home District	355
Mountain View School District	95
Murtaugh Joint District	48
Nampa School District	1799
New Plymouth District	70
North Gem District	20
North Star Charter School, Inc.	1
North Valley Academy, Inc.	62
Notus District	107
Oneida County District	418
Orofino Joint District	30
Parma District	153
Payette Joint District	534
Plummer-Worley Joint District	66
Pocatello District	1703

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<b>Name of LEA</b>	<b>Number of Riders</b>
Post Falls District	642
Potlatch District	37
Preston Joint District	167
Richfield District	9
Ririe Joint District	159
Rockland District	28
Salmon District	123
Salmon River Joint School District	3
Shelley Joint District	290
Shoshone Joint District	108
Snake River District	217
Soda Springs Joint District	290
South Lemhi District	10
St Maries Joint District	100
Sugar-Salem Joint District	90
Swan Valley Elementary District	20
Teton County District	58
Thomas Jefferson Charter School, Inc.	38
Troy School District	57
Twin Falls District	1248
Vallivue School District	838
Victory Charter School, Inc.	7
Vision Charter School, Inc.	28
Wallace District	56
Weiser District	324
Wendell District	56
West Bonner County District	82
West Jefferson District	73
West Side Joint District	41
Wilder District	132
<b>Total</b>	<b>26011</b>

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**DEPARTMENT OF EDUCATION**

**SUBJECT**

Appointment to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 4: Effective and Efficient Educational System; Objective A: Quality Teaching Workforce

**BACKGROUND/DISCUSSION**

Idaho Statute Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The Commission consists of eighteen (18) members including one (1) from the State Department of Education (Department) and one (1) from the Division of Career Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Chief Deputy Superintendent Pete Koehler currently fills the Department position on the PSC. As Mr. Koehler is retiring from the Department on June 29, 2018, the Department recommends the appointment of his replacement, Peter McPherson, to fill the PSC position. Pursuant to Section 33-1252(2), Idaho Code, the Department is not required to provide three nominations to fill the Department position on the PSC.

Before coming to the Department, Mr. McPherson was superintendent and federal programs director of the Challis School District, a position he had held since January 2014. Before his service in Challis, McPherson led Gem State Academy, a private boarding school in Canyon County, for nearly six years. He served as a secondary teacher for 10 years in private schools in Colorado, California and Oregon. Mr. McPherson holds an education specialist degree in educational leadership and administration from Northwest Nazarene University and master's and bachelor's degrees from Walla Walla University. McPherson is currently pursuing a doctorate from Northwest Nazarene University.

Mr. McPherson has also been active in several professional associations and community and education boards including: Idaho School Superintendents' Association (2014 - current), Idaho Association of School Administrators (2014 - current), Idaho School Boards Association (2014 - current), Custer County Economic Development Association (2015 - current), State Department of Education Superintendent's Cabinet (2015 - current), Idaho Leads Rural Schools Network (2016) Custer County Inter-Disciplinary Committee (2014 -

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current), Camp Ida-Haven Board of Directors (2008 - 2015), and Walla Walla University Board of Directors (2008 - 2014).

**STAFF COMMENTS AND RECOMMENDATIONS**

Section 33-1252, Idaho Code, established the Professional Standards Commission, consisting of eighteen (18) members, one of whom shall be a member of the staff of the State Department of Education. Three nominees for each position on the commission are required to be submitted to the Board for consideration with the exception of the nominee from the Department of Education and the Division of Career Technical Education.

**ATTACHMENTS**

Attachment 1 – Current Professional Standards Commission Members

**BOARD ACTION**

I move to appoint Peter McPherson as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018, and ending June 30, 2021, representing the State Department of Education.

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

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**ATTACHMENT 1**

**Professional Standards Commission Members 2017-2018**

Clara Allred  
Special Education Administrator  
Twin Falls SD #411  
Term expires 06/30/2020  
Idaho Association of Special Education  
Administrators

Margaret Chipman  
School Board Member  
Weiser SD #431  
Term expires 06/30/2018  
Idaho School Boards Association

Steve Copmann  
Secondary School Principal  
Cassia County SD #151  
Term expires 06/30/2019  
Idaho Association of Secondary School  
Principals

Kathy Davis  
Secondary Classroom Teacher  
St. Maries Joint SD #041  
Term expires 06/30/2019  
Idaho Education Association

Kristi Enger  
Career Technical Education  
Idaho Career & Technical Education  
Term expires 06/30/2018  
Career Technical Education

Mark Gorton  
Secondary Classroom Teacher  
Lakeland Joint SD #272  
Term expires 06/30/2019  
Northwest Professional Educators

Dana Johnson  
Private Higher Education  
Brigham Young University-Idaho  
Term expires 06/30/2018  
Idaho Association of the Colleges of Teacher  
Education

Pete Koehler  
Department of Education  
Term expires 06/30/2018  
Idaho State Department of Education

Marjean McConnell  
School Superintendent  
Bonneville Joint SD #093  
Term expires 06/30/2019  
Idaho School Superintendents Association

Charlotte McKinney  
Secondary Classroom Teacher  
Mountain View SD #244  
Term expires 06/30/2020  
Idaho Education Association

Dr. Taylor Raney  
Public Higher Education  
University of Idaho  
Term expires 06/30/2019  
Idaho Association of the Colleges of Teacher  
Education

Dr. Tony Roark  
Public Higher Education-Letters and  
Sciences  
Boise State University  
Term expires 06/30/2019

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Idaho Association of the Colleges of Teacher  
Education  
Dr. Elisa Saffle  
Elementary School Principal  
Bonneville Joint SD #093  
Term expires 06/30/2018  
Idaho Association of Elementary School  
Principals

Dr. Jennifer Snow  
Public Higher Education  
Boise State University  
Term expires 06/30/2020  
Idaho Association of the Colleges of Teacher  
Education

Topher Wallaert  
Elementary Classroom Teacher  
Mountain Home SD #193  
Term expires 06/30/2018

Idaho Education Association  
Virginia Welton  
Exceptional Child Education  
Coeur d'Alene SD #271  
Term expires 06/30/2019  
Northwest Professional Educators

Mike Wilkinson  
School Counselor  
Twin Falls SD #411  
Term expires 06/30/2019  
Idaho Education Association

Kim Zeydel  
Secondary Classroom Teacher  
West Ada SD #2  
Term expires 06/30/2018  
Northwest Professional Educators



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**PROFESSIONAL STANDARDS COMMISSION**

**SUBJECT**

Emergency Provisional Certificates

**REFERENCE**

April 2017	Board approved three (3) provisional certificates for the 2016-17 school year.
June 2017	Board denied one (1) provisional certificate for the 2016-17 school year.
October 2017	Board approved four (4) provisional certificates for the 2017-18 school year.
December 2017	Board approved seventeen (17) provisional certificates for the 2017-18 school year.
February 2018	Board approved seven (7) provisional certificates for the 2017-18 school year.
April 2018	Board approved three (3) provisional certificates for the 2017-18 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-1201 and 33-1203, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1: A Well Educated Citizenry, Objective A: Access

**BACKGROUND/DISCUSSION**

Six (6) emergency provisional applications were received by the State Department of Education from the school districts listed below. Emergency provisional applications allow a district/charter to request one-year emergency certification for a candidate who does not hold a current Idaho certificate/ credential, but who has the strong content background and some educational pedagogy, to fill an area of need that requires certification/endorsement. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district.

**Idaho Falls School District #91**

**Applicant Name:** Notareus, Tabitha

**Content & Grade Range:** All Subjects K-8

**Educational Level:** 119 credits, enrolled in BYU-Idaho – student teaching 2019

**Declared Emergency:** March 15, 2018, Idaho Falls School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** This candidate was hired as the long term sub October 30, 2017. The teacher of record resigned in February 2019. The district

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felt that it was in the best interest of the student to keep Ms. Notareus in the position to finish the year.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Idaho Falls School District's request for Tabitha Notareus without reservation.

**Lake Pend Oreille School District #84**

**Applicant Name:** Chesbro, Charles

**Content & Grade Range:** Physical Education 6-12

**Educational Level:** 138 credits

**Declared Emergency:** February 13, 2018, Lake Pend Oreille School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** This candidate was hired to replace a candidate that had lied on their application and was terminated. The district had 18 applicants, 10 were interviewed and offered the position, of which only three (3) accepted and two (2) rescinded the offer.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Lake Pend Oreille School District's request for Charles Chesbro without reservation.

**Meadows Valley School District #11**

**Applicant Name:** Annunziato, Randall

**Content & Grade Range:** Spanish 6-12 and PE 6-12

**Educational Level:** MA – Science 2015, BS 2008

**Declared Emergency:** December 12, 2017, Meadows Valley School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** The district did a realignment of staff due to vacancy. The candidate was unable to find a plan for both areas in time for an Alternative Authorization - Content Specialist. The candidate will find a program and start this summer. The district will apply for an Alternate Authorization for 2018-19 school year.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Meadows Valley School District's request for Randall Annunziato without reservation.

**Pocatello/Chubbuck School District #25**

**Applicant Name:** Stucki, Chelsey

**Content & Grade Range:** Physical Education 6-12

**Educational Level:** MA Phys Ed 2009, BA Phys Ed 2006

**Declared Emergency:** January 16, 2018 Pocatello/Chubbuck School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** The district had five (5) applicants, none were certified. Ms. Stucki was the most qualified candidate.

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**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Pocatello/Chubbuck School District's request for Chelsey Stucki without reservation.

**Twin Falls School District #411**

**Applicant Name:** Hinojos, Megan

**Content & Grade Range:** Mathematics 6-12

**Educational Level:** BA, History 12/2017

**Declared Emergency:** February 27, 2018, Twin Falls School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** Ms. Hinojos was an emergency replacement for a teacher that was terminated. She will finish this year, but she has been offered a teaching position in Jerome for the 18-19 school year. Ms. Hinojos has already graduated from a teacher prep program for History. The district had six (6) applicants and Ms. Hinojos was the most qualified.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Twin Falls School District's request for Megan Hinojos without reservation.

**West Bonner County School District #83**

**Applicant Name:** Adamson, MaKinzie

**Content & Grade Range:** All Subjects K-8

**Educational Level:** 53 credits, enrolled in LCSC – student teaching 2018-19

**Declared Emergency:** December 20, 2017, West Bonner County School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** The position came open unexpectedly and was posted for several weeks. The district didn't have any certified applicants. Ms. Adamson was determined to be the best candidate and is enrolled in a teacher preparation program.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 24, 2018 via email. Previously, the district was under the impression Ms. Adamson held a bachelor's degree and was waiting for the plan from the university. The committee recommends West Bonner County School District's request for MaKinzie Adamson without reservation.

**IMPACT**

If the emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position and funding could be impacted.

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1201, Idaho Code "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State

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Board of Education....” Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years of accredited college training except in occupational fields or emergency situations. When an emergency is declared, the Board is authorized to grant one-year provisional certificates based on not less than two (2) years of college training. The two year minimum requirement could be interpreted to mean the individual has attended a postsecondary institution without regard to the number of credits taken each year, however, the intent of the two year requirement is that the individual attended full time for two or more years. The Board defines a full time student as a student taking 12 or credits (or equivalent) per semester pursuant to Board policy III.P.7. Full-Time Students.

Section 33-512, Idaho Code, defines substitute teachers as “as any individual who temporarily replaces a certificated classroom educator...” Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts may use an individual as a long-term substitute prior to requesting provisional certification for the individual.

The Department receives applications from the school districts for requests for provisional certifications, Department staff then work with the school districts to ensure the applications are complete. The Professional Standards Commission then reviews requests for the one-year provisional certificates, and those that are complete and meet the minimum requirements are then brought forward by the Department to the Board for consideration with a recommendation from the Professional Standards Commission.

**BOARD ACTION**

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificates for Tabitha Notareus, Charles Chesbro, Randall Annunziato, Chelsey Stucki, Megan Hinojos and MaKinzie Adamson to teach the content area and grade ranges at the specified school districts as provided herein.

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

OR

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Tabitha Notareus to teach All Subjects grades kindergarten through eight (8) in the Idaho Falls School District #91 for the 2017-18 school year.

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

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I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Charles Chesbro to teach Physical Education grades six (6) through twelve (12) in the Lake Pend Oreille School District #84 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Randall Annunziato to teach Spanish and Physical Education grades six (6) through twelve (12) in the Meadows Valley School District #11 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Chelsey Stucki to teach Physical Education grades six (6) through twelve (12) in the Pocatello/Chubbuck School District #25 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Megan Hinojos to teach Mathematics grades six (6) through twelve (12) in the Twin Falls School District #41 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for MaKinzie Adamson to teach All Subjects grades kindergarten through eight (8) in the West Bonner County School District #83 for the 2017-18 school year.

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