

**CONSENT
OCTOBER 16-17, 2024**

TAB	DESCRIPTION	ACTION
1	BAHR – IDAHO STATE UNIVERSITY – ONLINE PROGRAM FEE FOR BA IN BLENDED EARLY CHILDHOOD EDUCATION AND BA/BS IN SECONDARY EDUCATION	Action Item
2	BAHR – IDAHO STATE UNIVERSTIY - CITY OF MERIDIAN DEVELOPMENT AGREEMENT – IDAHO STATE UNIVERSITY (H-2024-0027)	Action Item
3	BAHR – UNIVERSITY OF IDAHO - RENEWAL OF EXISTING OFFICE LEASE FOR UI COLLEGE OF AGRICULTURAL AND LIFE SCIENCE’S EXTENSION PROGRAM IN CUSTER COUNTY	Action Item
4	BAHR – UNIVERSITY OF IDAHO – SITE LEASE OF APPROXIMATELY 0.58 ACRES TO RED STAR COFFEE COMPANY	Action Item
5	BAHR – BOISE STATE UNIVERSITY – ELSEVIER SUBSCRIPTION AGREEMENT (SCIENCEDIRECT)	Action Item
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7	PPGA – IDAHO STATE REHABILITATION COUNCIL MEMBERSHIP (COUNCIL) MEMBERSHIP	Action Item
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**CONSENT
OCTOBER 16-17, 2024**

IDAHO STATE UNIVERSITY

SUBJECT

Online Program Fee for BA in Blended Early Childhood Education and BA/BS in Secondary Education

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University requests permission to offer fully online, fee-based BA in Blended Early Childhood Education and BA/BS in Secondary Education programs, using the online program fee model, in lieu of tuition and other fees, in accordance with Board Policy V.R., subsections 3.b. and 3.c. The fully online program versions align with the existing face-to-face BA in Blended Early Childhood Education and BA/BS in Secondary Education programs. The curriculum of the proposed programs will mirror that of the existing teacher education programs but will be delivered in an online, largely asynchronous format to support our educational service regions in the Magic Valley and Idaho Falls areas.

The online program fee will initially be established at \$297 per credit. In setting the program fees, our goal is to provide an affordable option to students while ensuring that program revenue will cover the costs within a few years of launching the program. This per credit fee falls between the current per credit hour tuition cost of CSI and ISU.

Access to educator preparation programs is an issue for many prospective Idaho teachers, particularly those living in rural areas or those whose family or work commitments prevent them from enrolling in a face-to-face program. The proposed fully online programs will provide an avenue for post-traditional students to earn a bachelor's degree and teacher certification from an accredited Idaho institution of higher education.

Creating completely online fee-based programs will make the ISU teacher preparation programs accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, thus providing another way to address Idaho's ongoing teacher shortage.

Operating as fee-based programs will provide a financial incentive to prospective teachers by reducing the cost of earning a degree and subsequent teacher credential. Online students will not be expected to pay for many of the traditional services that residential students do; consequently, their cost to degree will be reduced. Applicants to this program will be expected to declare their intent to enroll in the fee-based, online educator preparation programs and will be restricted to

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enrolling in classes offered in these programs. These students will not be permitted to enroll in traditional educator preparation courses unless they are willing to pay the standard tuition rate and any associated fees.

The online fee-based BA/BS in Elementary Education and BA/BS in Special Education have seen an increase of enrollment. In designing and offering these additional programs that are both accessible and affordable, we hope to continue to attract more students to our programs and more teachers to the profession. This is critical as the state of Idaho continues to experience a teacher shortage.

Initially, the programs will offer endorsements in Early Childhood Education and Secondary Education as most of the courses students need to complete these endorsements are taught in the College of Education (COE). However, the COE will work closely with the College of Arts and Letters and the College of Science and Engineering to ensure that the courses our students need to complete endorsements in other areas will be offered in an online format.

As the programs are launched and enrollment grows, we anticipate adding endorsements in secondary programs including English, history and social studies, mathematics, biology, physics, chemistry, and broad field science.

IMPACT

To assess the fiscal impact of the programs, we projected conservative enrollments, estimated annual program costs, and set a program fee that would allow the College of Education to break even by Year Three. Specifically, we anticipate enrolling 10 new students in the first year, and each year thereafter enrolling 5 more new students than the previous year (e.g., 15 new students Year Two, 20 new students Year Three, etc.). By the fifth year our goal is to enroll 30 new students, with the intent of each year thereafter adding 30 new students. Assuming this level of enrollment, we predict that we would need two clinical faculty assigned to teach in the programs, along with some additional funds to provide for adjunct faculty support. Further, we accounted for faculty development, travel, marketing, and material and supplies in our operating expenses.

These enrollment projections are partly based on past data from the College of Southern Idaho (CSI) outlining where their education majors pursue certification and the new Registered Teacher Apprenticeship pathway. We believe the proposed online fee-based programs will compete well with the online programs on the list (including Western Governors and University of Phoenix) and attract more CSI and College of Eastern Idaho (CEI) students, as well as other students who are looking for a high-quality, flexible and affordable educator-preparation option.

In setting the program fees, our goal is to provide an affordable option to students while ensuring that program revenue will cover the costs within a few years of launching the program. We are proposing to charge students in this online program

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a per credit fee of \$297. This falls between the current per credit hour tuition cost of CSI and ISU. Moreover, assuming students in the proposed program earn 60 credits, their total program cost would be competitive with a typical graduate of Western Governors University, a presumed competitor in this market.

ATTACHMENTS

Attachment 1 – Letter of Intent – Online + Fee, BA, Blended Early Childhood Education and BA/BS in Secondary Education

STAFF COMMENTS AND RECOMMENDATIONS

According to Board Policy V.R.3.b.ii – Institutional Online Program Fee, an institutional online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code § 33-3717B) and all other Board approved fees. An online program is defined as one in which all courses are offered and delivered via distance learning modalities, provided however, that the limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.

Idaho State’s request to assess an online program fee of \$297 per credit for the BA in Blended Early Childhood Education and BA/BS in Secondary Education aligns with criteria as defined in Board Policy V.R.3.b.ii.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to add an online program fee of \$297.00 per credit to the online BA in Blended Early Childhood Education and BA/BS in Secondary Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

September 11, 2024

Dr. T.J. Bliss
Chief Academic Officer
State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

ISU #2024-LON-06

Dear Dr. Bliss,

Pursuant to Board Policy III.G.3.c.v., please be advised that Idaho State University intends to offer fully online, fee-based BA in Blended Early Childhood Education and BA/BS in Secondary Education programs that align with the existing face-to-face BA in Blended Early Childhood Education and BA/BS in Secondary Education programs.

Also, in accordance with Board Policy V.R., subsections 3.b.ii. and 3.c.iii, we request approval to implement an Online Program Fee of \$297 per credit for the online versions of these programs, in lieu of tuition, for those students enrolled in the fully online programs. We understand this fee request must be approved by the BAHR committee as well as by the full SBOE, and request your staff's assistance in adding it to the BAHR Committee and Board agendas.

The curriculum for the proposed programs will mirror that of the existing traditional teacher education programs, though the delivery method will be fully online. It is anticipated that candidates will enter the proposed programs having earned 60 credits and completed their general education requirements. Candidates will be able to join the proposed programs at one of several entry points throughout the calendar year and have access to classes on a schedule that better fits with their unique needs and circumstances. Courses will be provided through a combination of synchronous and asynchronous class meetings that provide maximum flexibility while also allowing students to interact regularly with similarly engaged and motivated professionals.

Creating completely online fee-based programs will make the ISU teacher preparation programs accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, thus providing another way to address Idaho's ongoing teacher shortage.

Applicants to this program will be expected to declare their intent to enroll in the fee-based, online educator preparation programs and will be restricted to enrolling in classes offered in these programs. These students will not be permitted to enroll in traditional educator preparation courses unless they are willing to pay the standard tuition rate and any associated fees.

Initially, the programs will offer endorsements in Early Childhood Education and Secondary Education as most of the courses students need to complete these endorsements are taught in the College of Education (COE). However, the COE will work closely with the College of Arts and Letters and the College of Science and Engineering to ensure that the courses our students need to complete endorsements in other areas will be offered in an online format.

Office of Academic Affairs
921 S. 8th Avenue, Stop 8063 | Pocatello, Idaho, 83209-8063
208 282-2171 | <https://www.isu.edu/academicaffairs/>



**Idaho State
University**

ROAR

As the programs are launched and enrollment grows, we anticipate adding endorsements in secondary programs including English, history and social studies, mathematics, biology, physics, chemistry, and broad field science.

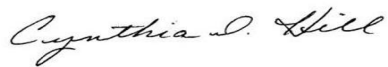
An online program fee will be used to support this program. We expect the program to run a small deficit for the first two years until it is established, after which net income will be sufficient to cover the costs of the program. As noted above, this is based on a proposed fee of \$297 per credit. No other tuition or fees will be charged.

No curricular changes are necessary as the relevant courses already exist and will be offered in an online format. There are no changes to the credit requirements. Each endorsement area has unique credit counts based on state requirements, but all meet the state-mandated 120 credit minimum required for a Bachelor's degree. The credit requirement for each endorsement ranges from 120 to 128 credits.

This change will be implemented for the 2025-2026 academic catalog.

Please feel free to contact me with questions.

Sincerely,



Cynthia Hill, PhD
Vice Provost, Institutional Effectiveness & Initiatives
Idaho State University
Pocatello, Idaho 83209
208-282-2171/cynthiahill@isu.edu

cc: Patty Sanchez, Academic Affairs Program Manager, Office of the State Board of Education

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16-17, 2024

IDAHO STATE UNIVERSITY

SUBJECT

City of Meridian Development Agreement – Idaho State University (H-2024-0027)

REFERENCE

- | | |
|--------------------|---|
| August 24, 2022 | Board approved Six-Year Capital Improvement Plans (2024-2029) for BSU, ISU, UI, and LC State. This approval included ISU's future development of a Meridian property for the purpose of expanding ISU's health sciences campus. |
| August 15, 2024 | Meridian Planning and Zoning Commission hearing and recommendation to approve annexation and zoning application for ISU infrastructure development project. |
| September 10, 2024 | Meridian City Council public hearing and approval of annexation and zoning application for ISU infrastructure development project. |

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K Construction Projects.
Section 67-6511 A, Idaho Code Local Land Use Planning

BACKGROUND/DISCUSSION

Idaho State University is seeking Board approval and authorization for the execution of a development agreement with the City of Meridian regarding the annexation and zoning of 23.254 acres of land located 785 S. Locust Grove Road in Meridian, Idaho. Idaho State University received FY 2024 capital funds for the initial infrastructure development of this property. Since that time, University staff have engaged with City Planning and Zoning staff to submit a required Annexation and Zoning Application which will provide the authorization to proceed with infrastructure development planning and future construction applications.

In partnership with the City, ISU has successfully completed community meetings with neighboring property owners and also participated in a public hearing with the City Planning and Zoning Commission. The Annexation and Rezoning application for a C-G (General Retail and Service Commercial) zoning district was unanimously approved at the September 10, 2024, City Council Meeting.

Following approval of the Annexation and Zoning Application, The City of Meridian now requires formal execution of a Development Agreement between the City and the Land Owner/Developer - the State Board of Education to ensure the property

BUSINESS AFFAIRS AND HUMAN RESOURCES
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is developed and the subsequent use of the property is in accordance with zoning and the terms and conditions of the Agreement.

IMPACT

The approval of this development agreement will allow for Idaho State University to proceed with infrastructure development plans and future planned unit development applications for the expansion of the Meridian Health Science Center. This Development Agreement represents the successful conclusion of the annexation and zoning process and is an early step toward the expansion of health programs, improved health clinic offerings, health science research and innovation, and future student housing opportunities in Meridian. Inaction on this item may delay development timelines and the selection of a professional design firm for the development project.

ATTACHMENTS

Attachment 1 – City of Meridian Development Agreement and Exhibits

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to authorize execution of a development agreement with the City of Meridian, in substantial conformance as submitted in Attachment 1, and to authorize cost & source of funding if applicable.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DEVELOPMENT AGREEMENT

- PARTIES:**
- 1. City of Meridian**
 - 2. State of Idaho (Board of Education), Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **State of Idaho (Board of Education)**, whose address is 650 W. State Street, Boise, Idaho 83702, hereinafter called OWNER/DEVELOPER.

1. RECITALS:

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A,” which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 23.254 acres of land with a request for the C-G (General Retail and Service Commercial) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 10th day of September, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and

- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **State of Idaho (Board of Education)**, whose address is 650 W. State Street, Boise, Idaho, 83702, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
 - a. Before commencing development on the property, the applicant must submit and obtain approval of a Planned Unit Development (PUD) application.
 - b. The three existing buildings on the site shall be used solely for storage until future development is proposed, and at which time all buildings must be removed and the existing well and septic system abandoned.
 - c. The property and existing structures must be maintained to prevent them from becoming a noxious use in accordance with UDC 11-3A-10.
 - d. Access to the property must comply with the standards set forth in UDC 11-3A-3. The City and Ada County Highway District (ACHD) will determine appropriate access to S. Locust Grove Road and E. Central Drive during the review and approval of the PUD application.
 - e. The site plan submitted with the PUD application shall incorporate a primary access from E. Central Drive that aligns with one of the existing driveways on the south side of the road.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period,

then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.
8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.
9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.
10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.
11. **SURETY OF PERFORMANCE:** To the extent permitted by Idaho law, the City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable

bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer or the Owner/Developer’s contractor shall provide, if required by the City. For the purpose of this Section 11 and Section 12, the term “improvements” shall exclude buildings or other facilities subject to Idaho Code section 39-4103(2).

12. **OCCUPANCY:** Owner/Developer shall not occupy any phase of the development until the improvements required under the PUD for said phase have been installed, completed, and accepted by the City, or sufficient surety of performance is provided to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642

OWNER/DEVELOPER:
State of Idaho (Board of Education)
650 W. State St.
Boise, Idaho 83702

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties’ respective heirs, successors, assigns and personal representatives, including City’s corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein

expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property (“Removed Property”) from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

21. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[end of text; acknowledgements, signatures and Exhibits A and B follow]

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

OWNER/DEVELOPER:
State of Idaho (Board of Education)

By:

STATE OF IDAHO)
 : ss:
County of Ada)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **State of Idaho (Board of Education)** and the person who signed above and acknowledged to me that he executed the same.

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

(SEAL)

Notary Public
My Commission Expires: _____

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____



June 7, 2024
Project No. 19-069

Exhibit A
Legal Description for
Annexation

A parcel of land being the South 1/2 of the Southeast 1/4 of the Northeast 1/4 and a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

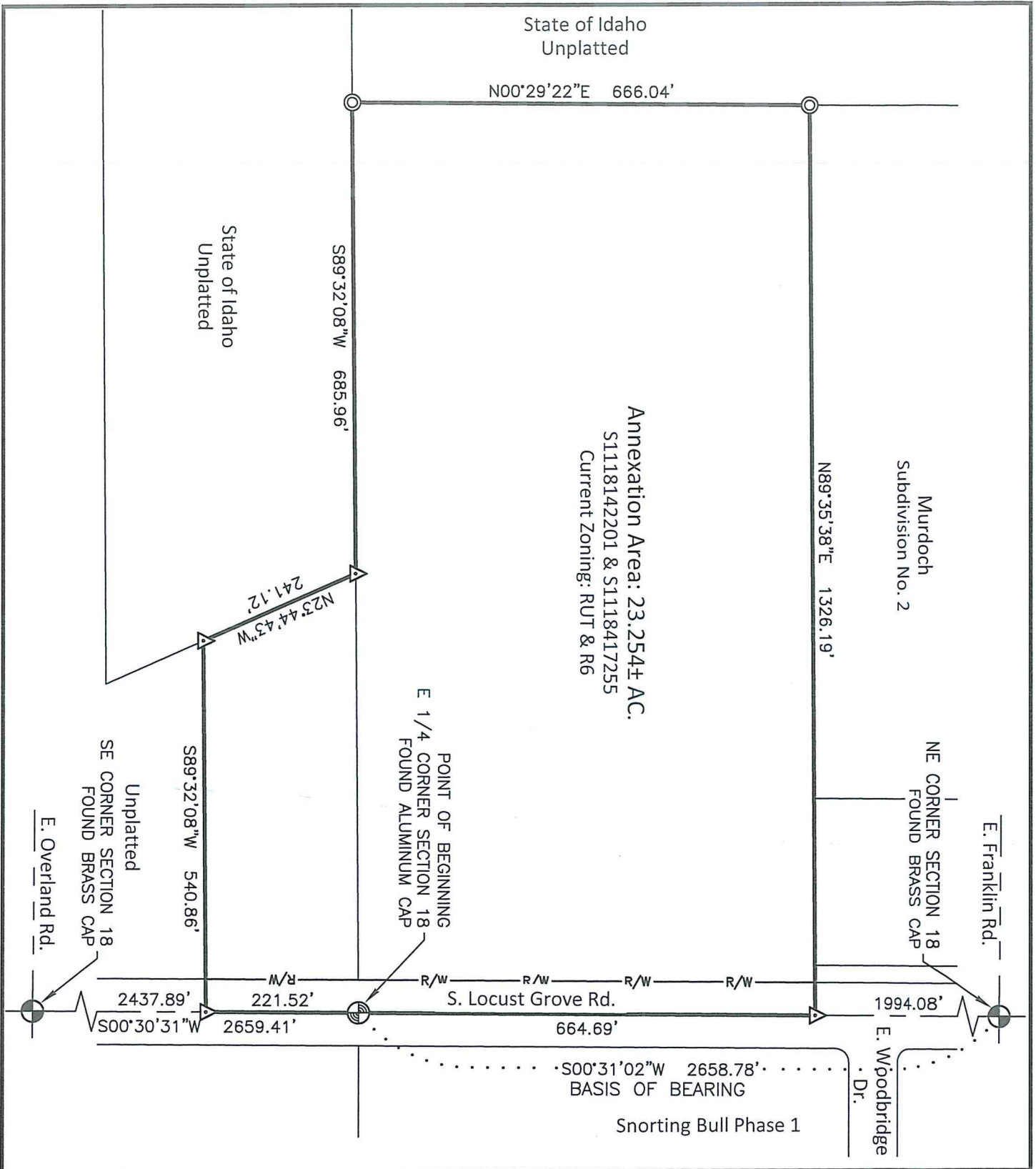
BEGINNING at an aluminum cap marking the east 1/4 corner of said Section 18, which bears S00°31'02"W a distance of 2,658.78 feet from a brass cap marking the northeast corner of said Section 18;
Thence following the easterly line of said southeast 1/4 of Section 18, S00°30'31"W a distance of 221.52 feet;
Thence leaving said easterly line, S89°32'08"W a distance of 540.86 feet to the centerline of an irrigation lateral;
Thence following said centerline, N23°44'43"W a distance of 241.12 feet to the southerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;
Thence leaving said centerline and following said southerly line, S89°32'08"W a distance of 685.96 feet to a 5/8-inch rebar;
Thence leaving said southerly line and following the westerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N00°29'22"E a distance of 666.04 feet to a 5/8-inch rebar;
Thence leaving said westerly line and following the northerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N89°35'38"E a distance of 1,326.19 feet;
Thence leaving said northerly line and following the easterly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, S00°31'02"W a distance of 664.69 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 23.254 acres, more or less.

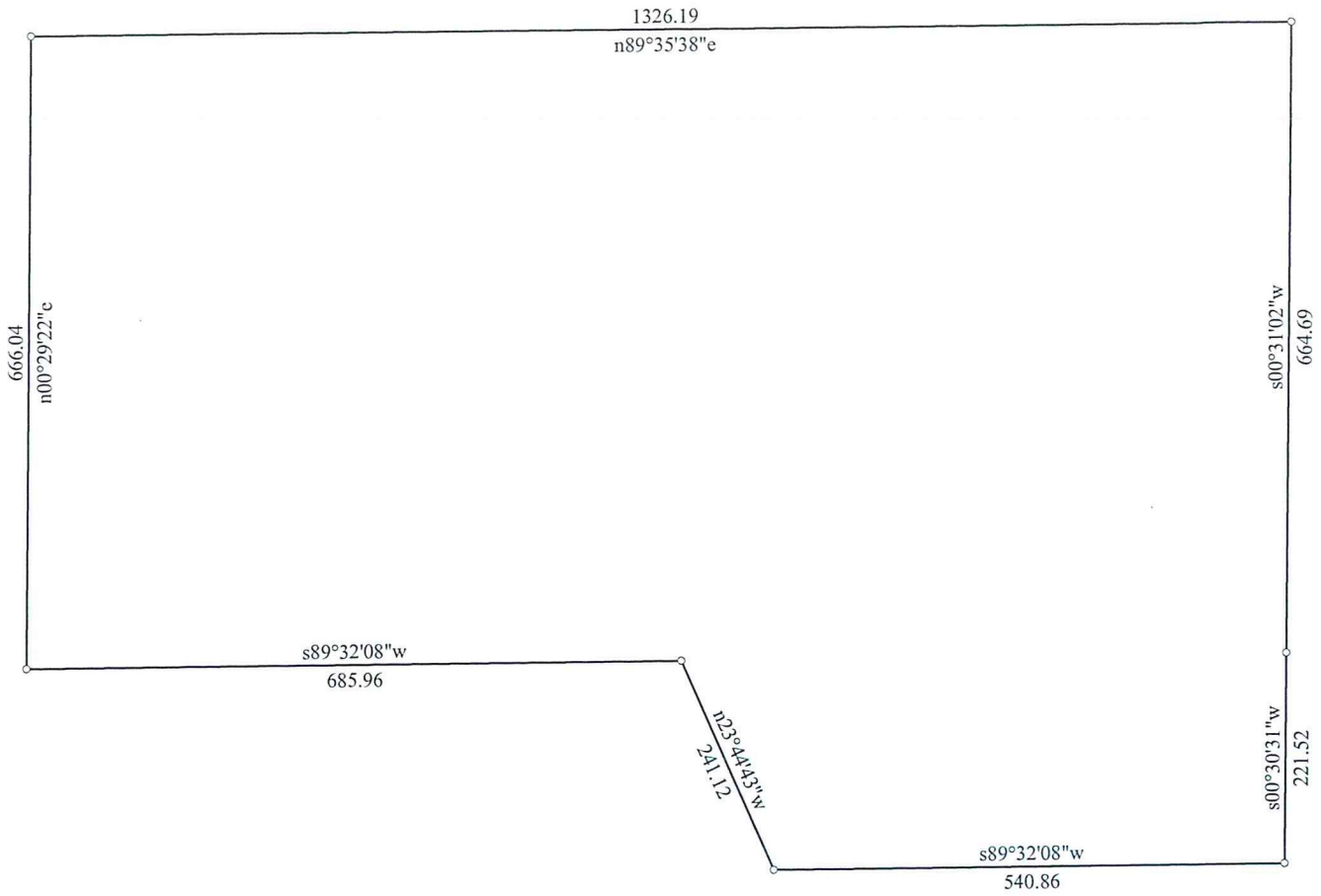
Attached hereto is Exhibit B and by this reference is hereby made a part of.



P:\19-069\CAD\SURVEY\19-069 ANNEXATION EXHIBIT.DWG, AARON BALLARD, 6/7/2024, ESTUDIO907.PC3, ----



<p>ENGINEERING KM ENGINEERS, SURVEYORS, PLANNERS 9233 WEST STATE STREET BOISE, IDAHO 83714 PHONE (208) 639-6939 FAX (208) 639-6930</p>	<p>SHEET: 1 OF 1</p>	<p>DATE: June 2024 PROJECT: 19-069</p>	<p>Exhibit B - Annexation State of Idaho Board of Education</p>
<p>The S 1/2 of the SE 1/4 of the NE 1/4 and a portion of the NE 1/4 of the SE 1/4 of Section 18, T3N, R1E, BM, Ada County, ID</p>			

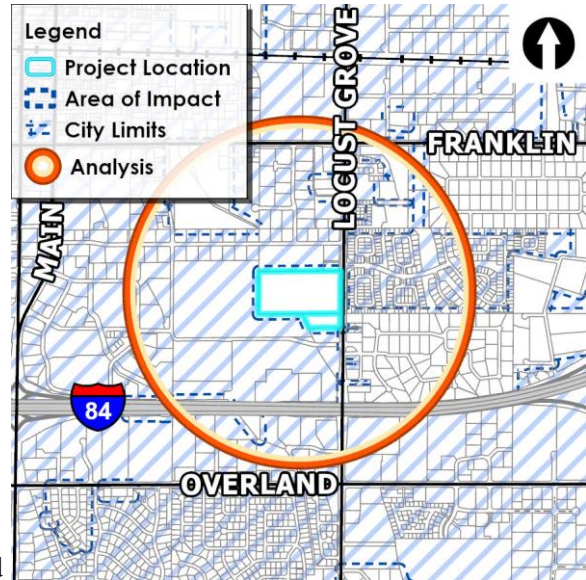


Title:		Date: 06-07-2024
Scale: 1 inch = 200 feet	File:	
Tract 1: 23.254 Acres: 1012945 Sq Feet: Closure = s58.4213w 0.01 Feet: Precision = 1/476082: Perimeter = 4346 Feet		
001=s00.3031w 221.52	004=s89.3208w 685.96	007=s00.3102w 664.69
002=s89.3208w 540.86	005=n00.2922e 666.04	
003=n23.4443w 241.12	006=n89.3538e 1326.19	

COMMUNITY DEVELOPMENT
DEPARTMENT REPORT



HEARING DATE: 8/15/2024
TO: Mayor & City Council
FROM: Bill Parsons, Current Planning Supervisor
208-884-5533
bparsons@meridiancity.org
APPLICANT: Marty Vizcarra
SUBJECT: H-2024-0027
Idaho State University



LOCATION: Property is generally located on the west side of S. Locust Grove Rd.; midway between E. Franklin Rd. and E. Overland Rd. in the NE 1/4 and SE 1/4 of Section 18, T.3N., R.1E.

I. PROJECT OVERVIEW

A. Summary

Annexation of 23.254 acres of land from RUT and R-6 in Ada County to the C-G zoning district, by Idaho State University.

B. Issues/Waivers

1. The applicant is requesting that the three existing structures not connect to city utilities at this time. After consultation with the City Engineer, staff supports this request, provided that the applicant abandons the existing well and septic system.
2. Continue using the three (3) existing structures for storage. They are currently being used to meet the university's operational needs. Staff is supportive of the buildings remaining on the site as long as the buildings and property are properly maintained.

C. Recommendation

Staff: Approval

D. Decision

City Council: Approved

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant County residence and several outbuildings/Agricultural operations	-
Proposed Land Use(s)	Public Education Institution (ISU Campus)	-
Existing/Proposed Zoning	Rural Urban Transition Area (RUT) and R-6 in Ada County	VII.A.2
Future Land Use Designation	Commercial	VII.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	Friday, June 7, 2024
Neighborhood Meeting	5/28/2024
Site posting date	8/30/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		II.E
<ul style="list-style-type: none"> • Comments Received 	Yes	-
<ul style="list-style-type: none"> • Commission Action Required 	No	-
<ul style="list-style-type: none"> • Access 	S. Locust Grove Road – cross access with the ICOM property to access E. Central Drive	-
<ul style="list-style-type: none"> • Traffic Level of Service 	Better than “E” and Better than “D”.	-
ITD Comments Received	No	Error! Reference source not found.

See City/Agency Comments and Conditions Section below and review the public record for all department/agency comments received.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The subject property is currently designated Commercial on the future land use map (FLUM). This designation provides a full range of commercial uses to serve area residents and visitors. Desired uses may include retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses. Multi-family residential may be allowed in some cases, but should be careful to promote a high quality of life through thoughtful site design, connectivity, and amenities. Sample zoning include: C-N, C-C, and C-G.

The applicant is requesting the annexation of 23.254 acres of land from the RUT and R-6 zoning districts in Ada County to the C-G zoning district, with the intent to develop the site for a Public Education Institution. This annexation is necessary for ISU to access allocated funds for infrastructure improvements, though no actual development is proposed at this time. Typically, the City requires a concept plan that includes details such as site access, parking, building sizes, pedestrian circulation, and common open space. However, due to the long-term nature of this project, developing these details as part of a comprehensive master plan is crucial. Therefore, City staff has requested that ISU submit a future planned unit development to allow adequate time for master planning the property and coordinating with other partnering agencies.

B. Site Development and Use Analysis

1. Existing Structures/Site Improvements (*UDC 11-1*):

The applicant is requesting to retain the three existing structures without connecting them to city utilities until redevelopment can take place. These structures are currently being used for storage to support the university's operational needs. In the meantime, the University commits to regularly maintaining the existing structures and property to ensure they remain clean and orderly. When redevelopment occurs, all existing structures will be removed.

2. Proposed Use Analysis (*UDC 11-2*):

Goal 2.04.01 of the Plan emphasizes the importance of the City partnering with schools, non-profits, and other community-based organizations to provide a variety of educational opportunities throughout all stages of life. The 23.254-acre site is proposed for expansion as part of Idaho State University, a Public Education Institution. The proposed C-G zoning aligns with the comprehensive plan's commercial designation, where an educational institution is a principally permitted use in this zone. Idaho State University envisions the site accommodating academic buildings, university housing (dorms), clinical space (healthcare), multi-use facilities, and outdoor amenities. Given the complexity of the project, the development is expected to unfold over a 30-year timeline. **The applicant will be required to submit and obtain approval of a Planned Unit Development (PUD) prior to developing the property.**

3. Dimensional Standards (*UDC 11-2*):

With annexation of this property, any future development is required to comply with the dimensional standards listed in UDC Table 11-2B-3 for the C-G zoning district.

C. Design Standards Analysis

1. Site and Building Design Standards (*Comp Plan, UDC 11-3A-19*):

Goal 5.01.02D of the Plan emphasizes the importance of building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods. Future development plans, including site layouts, landscape designs, and building elevations, should adhere to the structure and site design standards set

forth in UDC 11-3A-19 and the Architectural Standards Manual (ASM). Additionally, future design concepts will be reviewed and approved through the Planned Unit Development (PUD) process to ensure compatibility with neighboring properties as set forth in UDC 11-7.

2. Landscaping (*UDC 11-3B*):
Future development shall comply with the landscape standards listed in UDC 11-3B.
3. Parking (*UDC 11-3C*):
Future development shall comply with the parking standards listed in UDC 11-3C.

D. Transportation Analysis

1. Access (*Comp Plan and UDC 11-3A-3*):
Please note that the concept plan used in the TIS is subject to change during the City's review of the PUD application. However, it does establish a baseline for evaluating access to this property and future mitigation measures as discussed in this section of the report.

The City has received ACHD's staff report on the proposed annexation request. This development is estimated to generate 5,330 vehicle trips per day, 552 vehicle trips per hour in the AM peak hour and 481 vehicle trips per hour in the PM peak hour, based on the traffic impact study. The TIS also evaluated two (2) accesses to S. Locust Grove Rd. and one (1) access to E. Central Drive.

- Access 1 is proposed as a full access driveway located as far as possible for the Locust Grove Road/Central Drive intersection. The proposed access would replace an existing full-access driveway and is critical to the traffic operation and circulation of the proposed development.
- Access 2 is proposed as a full-access driveway to replace the existing access to the residential home and is critical to traffic operation and circulation of the proposed development.
- Access 3 is proposed as right-out only access due to its proximity to Woodbridge Drive and the neighboring property to the north. Access 3 meets District access spacing standards and avoids turning movement conflicts.

The applicant's proposal does not fully comply with ACHD's Access and Driveway Location Policies. Typically, access for this development would be limited to Central Drive, a collector roadway, because it is a lower-classified roadway than Locust Grove Road, which is a minor arterial. However, Access 1 is necessary for the existing parking lot, and Accesses 2 and 3 are required for internal site circulation. Driveways on Locust Grove Road are generally required to be 660 feet apart from other full-movement driveways or 330 feet apart for driveways limited to right-in/right-out access. Despite these requirements, ACHD supports the applicant's access evaluation from the traffic impact study, as all driveways are essential for proper site circulation, and Access 3 is restricted to right-out only.

Additional improvements identified in the TIS include the construction of a southbound right-turn lane at the Locust Grove Road/Access 2 intersection and a second westbound through lane at the Central Drive/ Locust Grove intersection that runs from the intersection west to terminate as a right-turn drop lane at the Central Drive/Access 1 intersection.

In line with ACHD's policies, the Comprehensive Plan and the UDC require developments to access a lesser-classified street. Goal 6.01.02B of the Plan encourages minimizing the number of existing access points onto arterial streets by utilizing methods such as cross-access agreements, access management, and frontage or backage roads, while promoting connectivity between local and collector streets. The purpose of UDC 11-3A-3 is to enhance safety by consolidating and/or limiting access points to arterial streets, ensuring safe entry for

motorists. Currently, the primary access to this property is from S. Locust Grove Road. However, the City previously required cross-access to this property through the ICOM parking lot. Staff concurs with the ACHD report and agrees some access to Locust Grove Road is necessary for internal site circulation. With a future development application, both the City and ACHD will review access points on S. Locust Grove Road and E. Central Drive. At a minimum, the driveway and cross-access provided by the ICOM property should be utilized for the proposed development. Staff also encourages the applicant to explore additional access options through coordination with the Idaho State Police. Staff recommends a provision in the development agreement requiring the applicant to comply with the access standards set forth in UDC 11-3A-3.

2. *Multiuse Pathways (Comp Plan & UDC 11-3A-5 and UDC 11-3A-8):*

Both the Plan and the Unified Development Code (UDC) set forth policies and regulations for extending multiuse pathways in conjunction with new development. Goal 4.04.01A of the Plan encourages new developments and subdivisions connect to the existing pathway system. Multiuse pathways should be constructed in accordance with the City's Comprehensive Plan, the Meridian Pathways Master Plan, the Ada County Highway District Master Street Map, and the Roadways to Bikeways Master Plan. The Pathways Master Plan indicates a multi-use pathway along the Hunter Lateral, connecting with S. Locust Grove Road on the northeast portion of the site. The pathway currently stubs at the property line from the ICOM parking lot on the southern border. With future development, the applicant will be required to extend this pathway through the site and landscape it in accordance with UDC 11-3A-5, 11-3A-8, and 11-3B-12C.

E. Services Analysis

1. *Waterways (UDC 11-3A-6):*

The Hunter Lateral bisects the property, with an easement that extends a minimum of 100 feet in total—50 feet on either side of the lateral's centerline. The applicant proposes to tile and pipe the irrigation canal in accordance with UDC 11-3A-6. Any improvements within the easement area will require approval from the Nampa Meridian Irrigation District (NMID).

2. *Utilities (Comp Plan, UDC 11-3A-21):*

Both the Plan and the UDC establish policy and regulations for extending and connecting to City utilities. Goal 3.03.03G of the Plan mandates urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities. Connection to City water and sewer services is typically required with annexation, unless otherwise approved by the City Engineer in accordance with UDC 11-3A-21. As mentioned, the applicant is requesting that the three existing structures not connect to city utilities at this time. After consultation with the City Engineer, staff supports this request, provided that the applicant abandons the existing well and septic system.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

1. Before commencing development on the property, the applicant must submit and obtain approval of a Planned Unit Development (PUD) application.
2. The three existing buildings on the site shall be used solely for storage until future development is proposed, ~~and at which time, all buildings must be removed and~~ the existing well and septic system ~~must be~~ abandoned.
3. The property and existing structures must be maintained to prevent them from becoming a noxious use in accordance with UDC 11-3A-10.
4. Access to the property must comply with the standards set forth in UDC 11-3A-3. The City and ACHD will determine appropriate access to S. Locust Grove Road and E. Central Drive during the review and approval of the PUD application.
5. The site plan submitted with the PUD application shall incorporate a primary access from E. Central Drive that aligns with one of the existing driveways on the southside of the road.

B. Ada County Development Services



ADA COUNTY
DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300
<https://adacounty.id.gov/developmentservices>

PHONE (208) 287-7900
FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

July 19, 2024

Bill Parsons
Ada County Development Services
200 W Front Street
Boise, ID 83702

RE: H-2024-0027 / 785 S Locust Grove Road / Idaho State University Annexation

Bill,

The City of Meridian has requested feedback regarding the proposed annexation and rezone from Rural Urban Transition (RUT) to General Retail and Service Commercial (C-G) of 23.25 acres located at 785 S Locust Grove Road. The proposed future uses are to include facilities for academic, residential, clinical and community needs.

Ada County is supportive of the proposed annexation as it is compatible with *Goal 2.2* of the Ada County Comprehensive Plan, which encourages urban development be directed to Areas of City Impact where investments in urban services have already been made.

Ada County is supportive of the proposed zone to C-G as it is compatible with the Future Land Use Map of the Meridian Comprehensive Plan, as adopted by Ada County, as it designates the subject property as *Commercial*, which is intended to provide retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses, and may include multi-family.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

C. Quality (DEQ)

See public record.

D. Idaho State Police

See public record.

E. Ada County Highway District (ACHD)



Alexis Pickering, President
Miranda Gold, Vice-President
Jim Hansen, Commissioner
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

Date: August 2, 2024

To: Marty Vizcarra, via email

Staff Contact: KaraLeigh Troyer, Planner

Project Description: Idaho State University

Trip Generation: This development is estimated to generate 5,330 vehicle trips per day, 552 vehicle trips per hour in the AM peak hour and 481 vehicle trips per hour in the PM peak hour, based on the traffic impact study.

Proposed Development Meets	
All ACHD Policies	*
Requires Revisions to meet ACHD Policies	

Traffic Impact Study	
Yes	X
No	
If yes, is mitigation required	X

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	X
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	
No	

ACHD Planned Improvements	
IFYWP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS 4
Cyclist	LTS 3

Is Transit Available?	
Yes	
No	X

Comments: The tables above list the existing conditions of the surrounding roadways without the proposed development as this application is for annexation and rezone only. With a future development application, this summary will be updated to reflect the development and its impact.

connecting you to more

Ada County Highway District • 3775 Adams Street • Garden City, ID • 83714 • PH 208 387-6100 • FX 345-7650 • www.achdidaho.org

V. FINDINGS

A. Annexation and/or Rezone (UDC 11-5B-3E)

VI. ACTION

A. Staff:

Staff recommends approval of the annexation based on the analysis in section III and Findings in section V.

B. Commission:

The Meridian Planning & Zoning Commission heard this item on August 15, 2024. At the public hearing, the Commission moved to recommend approval of the subject AZ request.

Summary of Commission public hearing:

- a. In favor: Brian Sagendorf
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on application: None

Key issue(s) of public testimony:

- a. None

Key issue(s) of discussion by Commission:

- a. Future access to serve the proposed development.

Commission change(s) to Staff recommendation:

- a. None

Outstanding issue(s) for City Council:

- a. See [issues/waivers](#) section at the beginning of the report.

C. City Council:

The Meridian City Council heard this item on September 10, 2024. At the public hearing, the Council voted to approve the subject AZ request.

1. Summary of the City Council public hearing:

- a. In favor: Brian Sagendorf
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by City Council:

- a. Access to S. Locust Grove Rd.
- b. Updating the traffic study to include E. Woodbridge Drive in the analysis.

4. City Council change(s) to Commission recommendation:

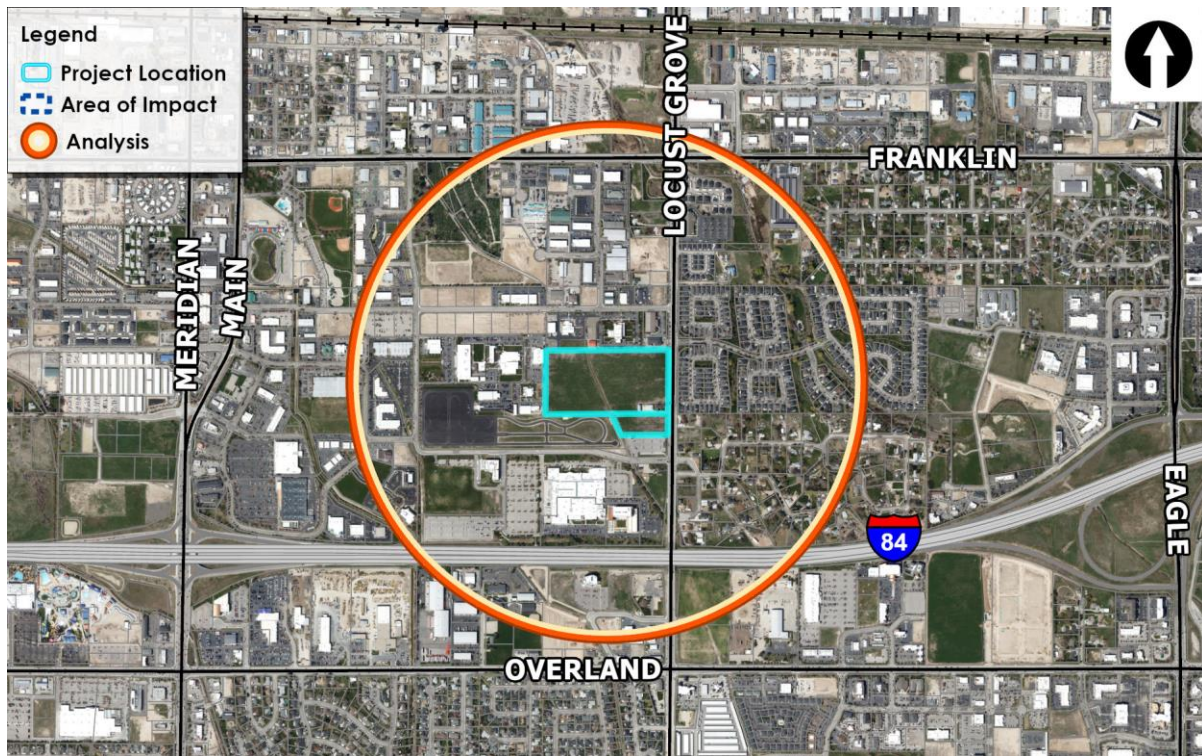
- a. Modify DA provision # 2 to clarify the well and septic can be abandoned with future development.
- b.

Added a new DA provision requiring a primary access to the campus from E. Central Drive.

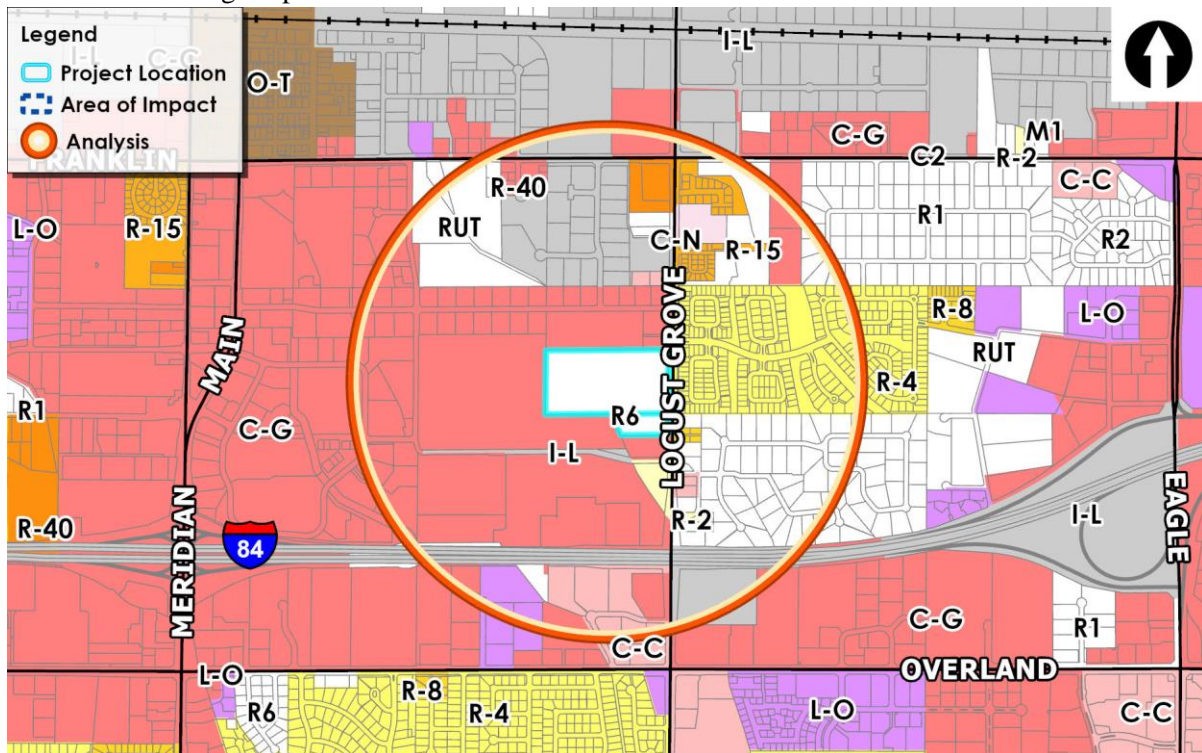
VII. EXHIBITS

A. Project Area Maps

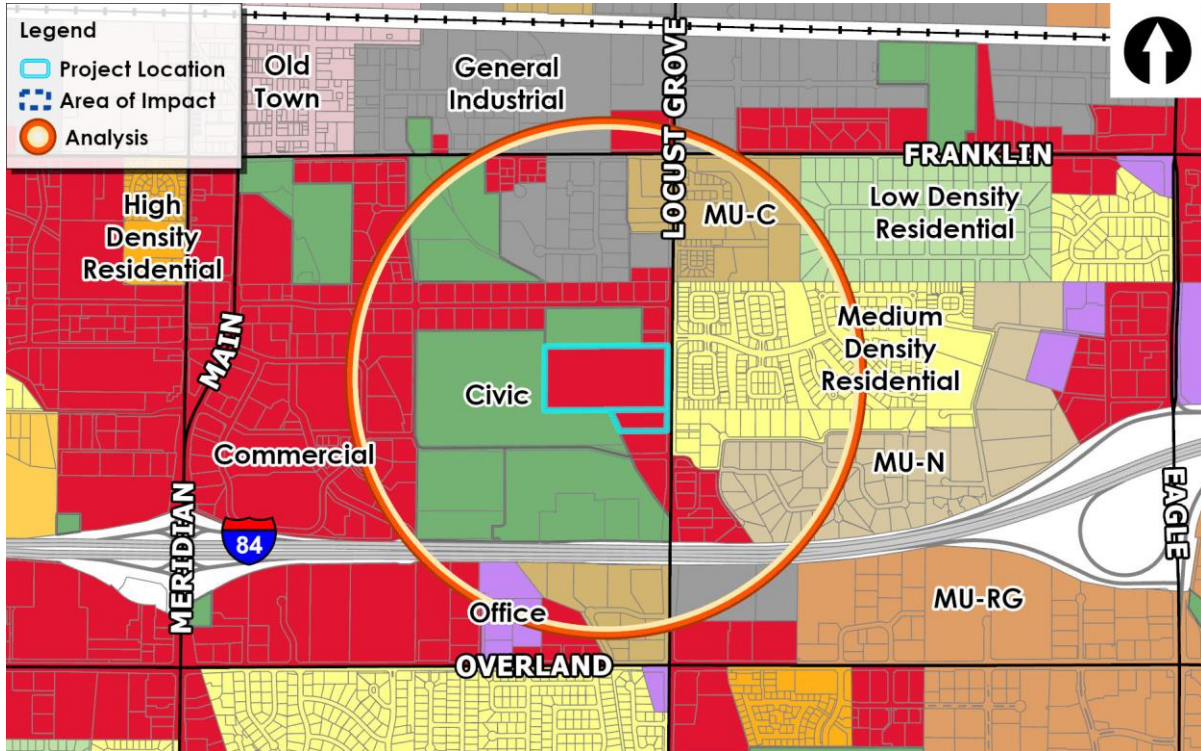
1. Aerial



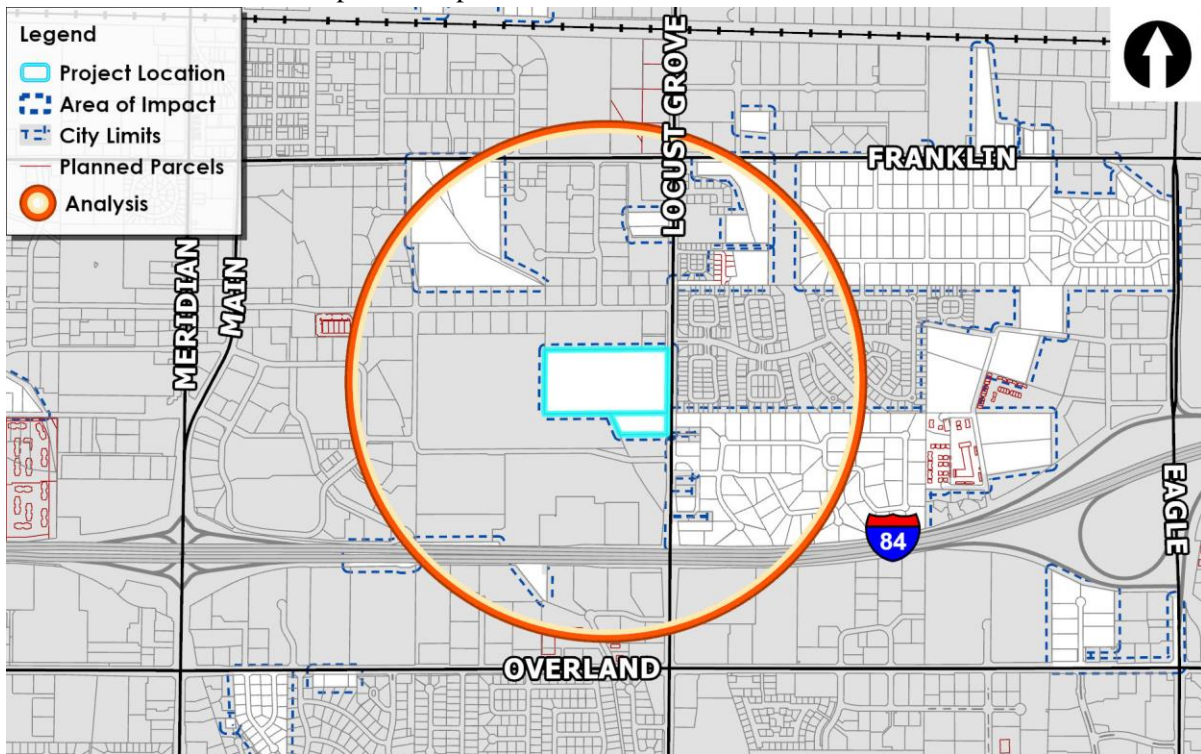
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos



C. Service Accessibility Report

Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Within 1/4 mile of current transit route	GREEN
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

D. Annexation Legal Description & Exhibit Map

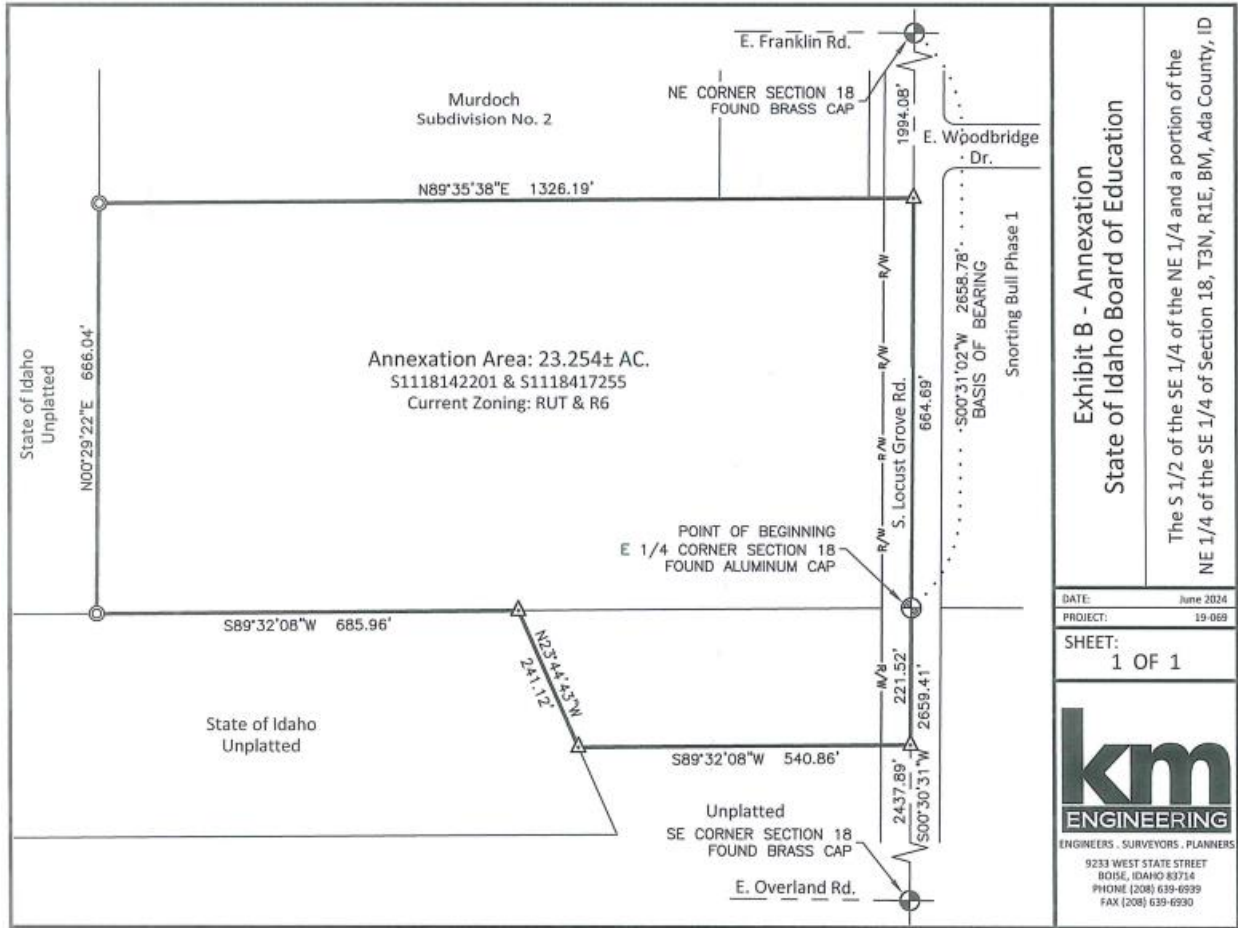



Exhibit B - Annexation State of Idaho Board of Education	
The S 1/2 of the SE 1/4 of the NE 1/4 and a portion of the NE 1/4 of the SE 1/4 of Section 18, T3N, R1E, BM, Ada County, ID	
DATE:	June 2024
PROJECT:	19-069
SHEET:	1 OF 1
 ENGINEERS · SURVEYORS · PLANNERS 9233 WEST STATE STREET BOISE, IDAHO 83714 PHONE (208) 639-6939 FAX (208) 639-6990	



June 7, 2024
Project No. 19-069

Exhibit A
Legal Description for
Annexation

A parcel of land being the South 1/2 of the Southeast 1/4 of the Northeast 1/4 and a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

BEGINNING at an aluminum cap marking the east 1/4 corner of said Section 18, which bears S00°31'02"W a distance of 2,658.78 feet from a brass cap marking the northeast corner of said Section 18;
Thence following the easterly line of said southeast 1/4 of Section 18, S00°30'31"W a distance of 221.52 feet;
Thence leaving said easterly line, S89°32'08"W a distance of 540.86 feet to the centerline of an irrigation lateral;
Thence following said centerline, N23°44'43"W a distance of 241.12 feet to the southerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;
Thence leaving said centerline and following said southerly line, S89°32'08"W a distance of 685.96 feet to a 5/8-inch rebar;
Thence leaving said southerly line and following the westerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N00°29'22"E a distance of 666.04 feet to a 5/8-inch rebar;
Thence leaving said westerly line and following the northerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N89°35'38"E a distance of 1,326.19 feet;
Thence leaving said northerly line and following the easterly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, S00°31'02"W a distance of 664.69 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 23.254 acres, more or less.

Attached hereto is Exhibit B and by this reference is hereby made a part of.



9233 West State Street • Boise, Idaho 83714 • 208.639.6939 • kmengllp.com

CONSENT
OCTOBER 16-17, 2024

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing office lease for UI College of Agricultural and Life Science's extension program in Custer County.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.1.2(a)

BACKGROUND/DISCUSSION

Since 2019, the University of Idaho's Custer County Extension office has occupied commercial office space in Challis ID. Since counties are responsible for providing facilities for UI county extension programs, rather than dedicating their limited space in the courthouse or other county-owned facilities, the Board of Custer County Commissioners reimburses UI for office leasing costs from the commercial landlord leasing to the Regents. UI is requesting permission to extend that leasing arrangement as provided by the attached draft lease. While UI occupation of this space has been covered by a series of annual leases (with UI's annual renewal decision always subject to Custer County's annual budget approval), prior Board of Regents' policy did not require Regents' approval for each renewal so long as no single term exceeded five years, or the rent exceeded the approval threshold established by the then current Board policy. However, August 2023 Board policy changes now require Regents' approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. The terms of this lease have remained essentially unchanged for the past five years but are modified in the draft renewal to at least partially address the change in Board policy.

IMPACT

Custer County reimburses UI all rent imposed by the attached Regents' lease.

ATTACHMENTS

Attachment 1 – Draft Lease Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.1.2(a) – Institutional Approval Authorization Limits requires Board approval for all transactions for institutional leases of real property (as lessee or lessor) if lease amount is over \$2M, or the term of the lease exceeds 5 years.

The policy was updated in August 2023 to include the following language that pertains to this lease renewal of commercial space for UI College of Agriculture and Life Science's extension program from Challis Rentals in Challis, ID, "If the lease term including renewal terms did not exceed 5 years under the original term of a lease, but through amendment the term is extended, Board approval is

CONSENT
OCTOBER 16-17, 2024

required.” The lease term commenced on October 1, 2024, and is now scheduled to terminate on September 30, 2029.

The lease terms and details are in substantial conformance with Board policy.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with Challis Rentals in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University’s Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into by and between Judi Leuzinger, an individual, hereinafter referred to as "Lessor" and The Board of Regents of the University of Idaho, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho hereinafter referred to as the "Lessee".

Lessor and Lessee agree as follows:

1. Lease of Premises. Lessor is the owner of the real property located at: Unit B, 1340 E Pleasant Ave, Challis ID 83226, hereinafter referred to as the "Premises". Lessor agrees to lease the Premises to the Lessee for the purpose of providing office space for the University of Idaho's Custer County Extension Office. During the Lease Term, Lessor covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of Premises to Lessee, subject to the express provisions of this Lease. Lessor shall prohibit smoking on Premises and within or near the building in which Premises are located. Lessee shall have access to and shared use of common areas of the building and property, including but is not limited to lobby areas, conference rooms, bathrooms, hallways, and any on-site parking.
2. Lease Term. Lease Term commences on October 1, 2024, and shall continue through September 30, 2029. Either party may terminate Lease early with written notice to the other party transmitted by no later than December 31 of the year preceding such noticed early termination. Any such early termination shall become effective on September 30 of the calendar year following the dated transmission of written notice of early termination.
3. Lease Payment. Lessee shall pay to Lessor \$4,380.00 each year of Term. Lessee agrees to make such annual payment on or before each October 31 of the Term unless Lease has been terminated early as provided in Section 2 or 7. Payment shall be made to Judi Leuzinger or to such other party or address Lessor provides to Lessee in writing. In the event Lease is terminated early as provided by Section 7, Lessor shall reimburse Lessee the pro rata share of rent for period which Lessee has previously paid but does not occupy Premises.
4. Inspection, Repairs, Alteration and Waste. Lessee has inspected Premises and leases it "AS IS". Lessor approves Lessee's use of portable heaters provided by Lessee and installed at the Premises by Lessee. Lessor shall maintain and keep Premises in good order and repair including responsibility for repairs to plumbing, electrical, heating and electrical systems. Repairs over the term of the Lease required to maintain the existing condition of the Leased Premises shall be at the Lessor's expense. Neither Lessor nor Lessee shall make any alterations, additions or improvements in said Premises subsequent to occupancy by Lessee without the written consent of the other during the duration of this Lease. Such consent shall not be unreasonably withheld or delayed. Lessee will not commit waste on the Leased Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures. Lessee shall not permit any excessive noise or odor to escape from

Premises or otherwise create such a nuisance for other tenants. Lessee further covenants that it will return the Leased Premises at the expiration of the Lease or early termination thereof to the Lessor in the same condition as originally received, reasonable wear and tear excepted.

5. Utilities, Janitorial, Property Taxes and Signage. Lessor shall pay for the utility charges for the Leased Premises including but not limited to electricity, natural gas, water, sewer, solid waste, and snow and ice removal. Lessee shall pay for janitorial, telephone, internet and cable or satellite television services, assessed by the service provider for Lessee's use of Premises. Lessor shall pay for all real and personal property taxes related to Premises and the building and grounds in or on which Premises are located, except Lessor shall not be responsible for personal property taxes for property owned by Lessee and placed on Premises by Lessee. Lessee, subject to reasonable size and installation requirements of Lessor, may install signs identifying Lessee's location and operation within the building. These signs may be placed on the door of the Premises and on any marquee or wayfinding signs for the property that identifies occupants of the building. Such installation shall be at Lessee's expense.

6. Liability and Insurance. Each party shall be responsible only for the acts, omissions or negligence of such party and such party's own employees and agents. Nothing in this Lease shall extend the tort responsibility or liability of the Lessee or the State of Idaho beyond that required by law, including the Idaho Tort Claims Act, Idaho Code section 6-901, *et seq.* Each party shall be responsible for damage to property of the other party caused by such party and such party's employees and agents in the performance of the Lease. If Lessee's liability for a property claim or damage is not covered by Lessee's self-insurance or other property coverage, Lessee shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Lease or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

7. Damage or Destruction Renders Leased Premises Unfit for Occupancy. If, during the term of this Lease the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of the Lessee so as to render Premises unfit for occupancy by Lessee, this Lease may be terminated by Lessee. In the event of such termination, Lessee shall immediately surrender Premises to the Lessor and shall pay rent only to the time of such surrender with any balance of rent already paid to Lessor being refunded to Lessee. If comparable and acceptable space can be provided by the Lessor, Lessee may elect, at its sole option, to relocate to such substitute space. Rents will be continued upon occupancy at: (i) the current lease rate; or (ii) the market rate for the substitute space, whichever is less. Such relocation shall be for the remainder of this Lease Agreement.

8. Hazardous Material Use. Lessor and Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Premises by their agents, employees, contractors, customers, clients, guests or invitees except as incidental to Lessee's permitted use of Premises or Lessor's maintenance, repair or other ownership obligations for the Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Lessor and Lessee shall comply with all applicable laws and regulations regulating

the use, reporting, storage, discharge and disposal of Hazardous Material. As used in the Lease, the term “Hazardous Material” means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term “Hazardous Material” includes, without limitation, any material or substance that is (i) defined as a “hazardous substance” under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl (“PCB”), (v) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (vi) defined as a “hazardous waste” pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903), (vii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601), (viii) defined as a “regulated substance” pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991, (ix) considered a “hazardous chemical substance and mixture” pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605), or (x) defined as a “pesticide” pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

9. Prohibition on Lessee Assignment. Lessee may not assign all or a part of this Lease unless Lessee first obtains the written consent of Lessor.

10. Default, Termination and Right of Reentry. It is expressly understood and agreed that if Lessee or Lessor fails to comply with any of the material covenants or agreements contained in the Lease, the other party, at its option, may declare the non-complying party in default of this Lease and shall provide written notice of such default declaration to the non-complying party. Following receipt of a notice of default, the defaulting party shall have twenty (20) days to cure the default (ten days in the event of failure to pay rent). A default shall be deemed to have occurred if a defaulting party fails to cure a default within the time provided herein. In the event of a default by Lessor, Lessee shall have the right to immediately terminate the lease without further notice or penalty, owing only rent due as of the date of termination and to take whatever action is permissible under applicable law. In the event of a default by Lessee, Lessor shall have the right to take whatever action is permissible under applicable law and, upon five (5) days written notice, evict Lessee and reenter Premises without termination of the Lease. If at any time the tenancy shall be ended as described above, or should Lessor elect to reenter the premises upon Lessee's default or abandonment, or should the Lessor or Lessee terminate this Lease, Lessee hereby agrees to surrender and deliver Premises to Lessor peacefully and immediately. If the Lease has not been terminated, Lessee shall be liable for rent until Premises are re-let or the lease term has expired; whichever occurs first. Lessor shall have the duty to seek to re-let the Leased Premises as soon as possible and with as much effort as is reasonable within the industry.

11. Notice. Any notice under this Lease shall be in writing and be delivered in person or by public or private courier service (including US Postal Service Express Mail and Federal Express) or registered or certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by a facsimile confirmation. 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.

If to Lessor: Judi Leuzinger
23222 Hwy 75
Challis ID 83226

If to Lessee: Vice President for Finance and Administration
University of Idaho
875 Perimeter Drive MS3168
Moscow, ID 83844-3168

Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) the day of the mailing by registered or certified mail, or (c) the day facsimile delivery is verified.

12. Officials, Agents and Employees of Lessee Not Personally Liable. Lessor and Lessee agree that in no event shall any official, officer, employee or agent of the Lessee be in any way personally liable or responsible for any covenant or agreement contained in this Lease Agreement, whether expressed or implied, nor for any statement, representation or warranty made here in or in any way connected with this Lease or the Premises.

13. Entry. Lessor may at all reasonable times enter to view the Leased Premises to make noticed repairs, or show Premises to persons who may wish to lease or buy the same. Lessor shall make every effort to notify Lessee in advance of such showings and repairs to minimize interruption of Lessee's ongoing business activities.

14. No Partnership. It is expressly understood and acknowledged that Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Lessee, and that the relationship of Lessor and Lessee hereunder is strictly that of landlord and tenant.

15. Written Modifications. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by Lessor and by Lessee.

16. Binding Effect. This Lease 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.

17. Commissions. Lessee has not employed the services of any person acting as a real estate broker, agent, or finder for the negotiation or execution of this lease and Lessee has no leasing commissions, fees or similar charges payable to any person or entity as a result of its execution of this lease.

18. Nondiscrimination and Affirmative Action.

A. Lessor and Lessee shall not discriminate against any employee or applicant for employment in the performance of this Lease Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter

directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Lessor and Lessee certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Lessor and Lessee agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

1. For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).
 2. For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
 3. For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).
 4. For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).
- B. Lessor and Lessee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

19. Counterparts. This Lease may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

20. Venue; Governing Law. Any legal proceeding instituted between the parties shall be in the courts of the county in which the Premises are located, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Lease shall be governed by the laws of the State of Idaho.

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

22. Entire Agreement. This Lease represents all the transactions contemplated by the parties hereto. It is understood and agreed by the parties that there are no verbal promises or implied promises, agreements, stipulations, or other representations of any kind or character pertaining to the Premises between them other than as set forth in this Lease.

LESSOR: Judi Leuzinger

By: _____
Judi Leuzinger

Date: _____

LESSEE: The Board of Regents of the University of Idaho

By: _____
Kim Salisbury,
AVP, Budget and Planning

Date: _____

CONSENT
OCTOBER 16-17, 2024

UNIVERSITY OF IDAHO

SUBJECT

Site lease of approximately 0.58 acres to Red Star Coffee Company.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Regents' property proposed for site lease for a local, privately owned drive-through food and beverage stand is currently used by the University as a 39-space parking lot for UI campus residential occupants. UI Parking and Transportation Services estimates revenues attributable to the lot are about \$13,000/yr, though ongoing maintenance and operating expenses subtract from this revenue.

Site development costs for the proposed private use, including sidewalks, paving, lighting, landscaping, etc. will be paid by the tenant. Most utility installation and use costs will also be paid by the tenant. The University will pay for installation and tenant use of University-delivered utilities to this site (sanitary and stormwater sewer connections only). The Regents will retain permanent ownership of the land, providing opportunities for continued commercial returns or re-use for future university-related activities upon termination of the lease. The proposed lease establishes a 10-yr term (with one, five-year renewal option) and rent schedule with escalation. The rental rate proposed was based upon an independent qualified commercial land use appraisal of land value and landlord yield rates. If the proposed private commercial development is eventually approved by the City of Moscow, the tenant will work with UI staff on final construction and site development plans in substantial conformance to the plans presented in the attached draft lease.

IMPACT

The Regents will commit the land over the term of the lease and pay for installation and use of University provided utilities, the latter have been estimated with financing to cost about \$225,000. As proposed by the terms of the draft lease, the tenant will pay all other site development costs and utility installation and operating costs for the privately operated drive-through. The rent schedule for the lease provides a \$42,000/yr payment (escalating to \$48,300/yr for the second five years of the term) which will eventually reimburse the initial UI utility installation and use costs and if continued for the full term of the lease will provide additional payment for land rent.

ATTACHMENTS

Attachment 1 – Proposed site lease
Attachment 2 – Site plan

CONSENT
OCTOBER 16-17, 2024

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the proposed 10-year ground lease and exhibits in the provided attachments and believes there is no negative impact to the Regents' or University of Idaho's real property interests. The Regents will continue to retain permanent ownership and control of the land while any site development, construction costs, utility improvements, or land improvement investments remains the responsibility of Red Star Coffee Company. However, UI will pay for installation and tenant use of sanitary and stormwater connections at the estimated cost of \$250,000.

This agreement also creates a new income stream that diversifies sources of revenue for UI and sustainably utilizes an existing parking lot for a higher, better use.

Policy V.I.5.b.i governs Financial Affairs for Real and Personal Property and Services. The terms of the Ground Lease clearly fall within the subsection: Disposal of Real Property. The policy provides that leases to use real property under the control of an institution, school, or agency require prior Board approval – if the term of the lease exceeds five (5) years or if the lease revenue exceeds \$250,000.

Staff recommends approval.

BOARD ACTION

I move to approve the University's Associate Vice President for Budget and Planning to 1) execute the attached Site Lease in substantial consistency with the draft submitted, and 2) execute related documents anticipated by that lease.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SITE LEASE

THIS SITE LEASE (Lease) is effective as of November 1, 2024 (the "Effective Date"), by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho ("Landlord") and RED STAR COFFEE COMPANY, LLC, an Idaho limited liability corporation ("Tenant"). This agreement is hereinafter referred to as the "Lease".

RECITALS

A. Landlord is the owner of certain real property described in the attached Exhibit A and the improvements made to that real property ("Premises"). Landlord and Tenant each desire to enter into a site lease for the Premises to permit occupation, development and use by Tenant under terms and conditions of this Lease; and

B. Premises are currently improved with paved parking and landscaping owned by Landlord and included in the Premises under this Lease; and

C. Tenant proposes to install or construct a drive-through food and beverage stand and desires to remove and replace certain existing improvements to accommodate Tenant's proposed use.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The parties acknowledge the foregoing Recitals are true and all terms and/or conditions set forth therein are incorporated into this Lease.

2. **Premises, Condition and Tenant Inspection:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions expressed herein, certain real property located in the City of Moscow in Latah County, Idaho, specifically described in Exhibit A as attached hereto and incorporated herein. Premises refers to the land and existing improvements thereon, including but not limited to asphalt paving, striping, lights, curbing, landscaping, and irrigation infrastructure. Prior to the Effective Date Landlord hereby grants Tenant permission, at Tenant's sole expense, to inspect the condition and suitability of Premises for the purposes of Tenant's proposed use. Therefore, when Tenant takes possession of Premises, Tenant shall accept the Premises in its "AS-IS" condition with all faults, if any, including both latent and patent defects. Landlord is not making, will not make, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises including, without limitation, the existence of hazardous waste or the suitability of Premises for Tenant's intended use. Tenant's use and occupation of the Premises under this Lease will be at Tenant's sole risk and in reliance solely upon Tenant's inspection or non-inspection as to the condition and suitability of Premises. Premises shall NOT include any utility or telecommunication infrastructure presently located on Premises, which shall remain as presently located unless and until engineering plans for relocation are provided to and approved in writing by Landlord, which approval may be withheld at the sole and absolute discretion of Landlord and subject to the terms established for utility

installation as provided by Section 10 of this Lease. Tenant shall be solely responsible for parking enforcement (if any) on Premises.

3. **Term and Renewal Option:** Lease shall commence on the Effective Date and shall expire on March 31, 2035 (the "Term"). The Lease shall immediately terminate upon the expiration of Term and be of no further force and effect, except as provided herein. Prior to Effective Date Tenant shall have no possessory rights and obligations regarding Premises and Landlord shall remain in possession of and responsible for the Premises and shall have all rights and obligations regarding Premises. Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant's written notice to Landlord received on or before May 31, 2035, Tenant may exercise an option to extend its term for one, five-year period (April 1, 2035 through March 31, 2040), hereafter referred to as the "Renewal Term". All provisions of this Lease shall remain valid during the Renewal Term and Rent for Renewal Term is shown on the attached Exhibit B.

4. **Rent:** Premises are leased to Tenant for the monthly rent amounts shown in Exhibit B "Rent Schedule" attached and incorporated herein ("Rent"). No rent shall be due November 1, 2024, through March 31, 2025. Commencing April 1, 2025, and for the remainder of the Term (and Renewal Term if exercised by Tenant), Rent shall be due to Landlord on or before the first day of each month. Rent shall be made payable to Bursar, University of Idaho, and mailed to the attention of "General Accounting, University of Idaho, 875 Perimeter Dr MS 3166, Moscow ID 83844-3166", or as otherwise directed in writing by Landlord to Tenant. Except as explicitly provided herein, it is the purpose and intent of Landlord and Tenant that Rent shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and that Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever against the Premises that may arise or become due during the term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord.

5. **Ownership, Construction, Maintenance and Replacement of Improvements:** Tenant shall maintain, repair, replace, demolish, develop and/or construct improvements thereon over the Term as provided by this Lease. All improvements constructed or installed on Premises (excepting those utilities existing on Premises prior to commencement or those subsequently installed by Landlord, its concessionaire, or contractor, hereafter referred to as the "Landlord Utilities") shall be owned by Tenant or Tenant's utility provider.

Before any construction, installation, subsequent alteration (including, without limitation, color changes and landscaping) or improvement (including, without limitation parking areas and signs; provided that temporary (less than 10 days) signs and decorations associated with Tenant's special events shall be permitted without Landlord's approval but subject to campus or City of Moscow regulations) to any building, grounds or other existing improvement located on Premises is commenced, Tenant shall obtain Landlord's written approval from Landlord upon Tenant's submission to the directors of Landlord's Architectural and Engineering Services or functional equivalent at the time of construction, alteration or improvement planning. When requesting Landlord's approval, Tenant shall submit sufficient information to Landlord's designated staff to enable Landlord to make a reasonable decision as to acceptability of the proposed improvement. Such approval shall not be unreasonably withheld, conditioned, or

delayed. Tenant and Landlord hereby agree that Landlord may reasonably withhold approval of any proposed construction, alteration or improvement in order to preserve the architectural character of the campus and neighborhood located on Landlord's nearby property, and that it is reasonable for the Landlord to withhold approval for construction and alterations that are inconsistent with the architectural style existing in similarly used or reasonably comparable buildings on campus at the time of Tenant's submission. It shall not be reasonable for Landlord to withhold approval to prohibit the style or character implied by the permitted use (a drive-through food and beverage stand) or to initiate an architectural style not existing in similarly used or comparable buildings on campus at the time of Tenant's submission.

Once any construction, alteration or improvement is commenced by Tenant or its agents, the same shall be continuously and diligently pursued to completion. All construction staging shall occur on Premises, unless a separate license agreement is granted by Landlord specifying the precise location that staging may occur on Landlord's nearby property. Landlord shall have no obligation to provide such licensed staging area outside the Premises. The parties agree to work diligently and cooperatively with each other with respect to any previously approved construction and alterations of the building, including cooperation to obtain those approvals required by applicable regulatory jurisdictions necessary for the initial construction, operation, and/or alteration of a proposed building or other improvement.

Tenant, at its sole expense, shall keep Premises, including the improvements it makes to Premises, and the adjoining street-side walkways and curbs clean and safe and in good order, repair, and condition free of accumulations of snow, ice, or debris. Tenant shall make all repairs (including structural repairs) and replacements necessary. Tenant shall maintain the Premises and any improvements (excluding Landlord Utilities) in compliance with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies. If replacement of improvements or any portion thereof is necessary (excluding Landlord Utilities), Tenant shall replace with improvements of the same quality, and repair all damage done in or by such replacement. Aside from installation and delivery of sanitary sewer and stormwater management utilities, Landlord shall not be required to furnish any other utility or facilities, or to make any repairs or alterations to the Premises or improvements, and Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of Premises and improvements during Term.

6. **Surrender of Premises at Termination:** Prior to termination Tenant shall remove all personal property and real property improvements Tenant has installed on Premises (excluding paving, curbing, landscaping, and those utilities serving the real property improvements of the Premises). All clearing and restoration of Premises upon surrender shall be completed at Tenant's sole cost and expense. Tenant shall not be entitled to compensation for any value attributed to the improvements surrendered under the terms of this Lease. In the event Tenant is not in compliance with surrender terms set forth in this Section, Tenant shall pay to Landlord, upon thirty (30) days of invoice, an amount equal to amount paid by Landlord to complete such clearing and restoration following termination of this Lease.

7. **Taxes:** Tenant shall pay all applicable taxes, license fees, permits, special assessments or other charges (if any) which may become due or which may be lawfully assessed

against Premises, against Tenant, against the business conducted on Premises and against any and all improvements thereon during or for the period of the Term of this Lease even if such charges accrued during the time of Tenant's occupation are not due and payable until after termination of this Lease.

8. **Right to Assign:** Tenant shall not assign this Lease or sublet the Premises, or any part or portion thereof, without the prior written consent of the Landlord, which consent may be withheld at the sole and absolute discretion of Landlord. Notwithstanding any assignment and/or subletting, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee and/or subtenant shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee and/or subtenant shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, and subject to the prior approval from Landlord as described above, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument by any such assignee and/or subtenant. Unless otherwise assumed by the assignee and/or subtenant and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee and/or subtenant assumes and agrees to be bound by and to perform all terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one assignment and/or subletting shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment and/or subletting.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease.

9. **Permitted Uses and Improvements:** Tenant shall use and occupy Premises for the sole purpose of constructing, operating, maintaining, and removing a drive-through non-alcoholic beverage and food stand as depicted in the attached site plan (attached and incorporated herein as Exhibit C). Additional improvements and uses may be permitted but shall be subject to Tenant's prior written request to Landlord for approval of Tenant's submitted plans and written specifications for additional use or improvements, which approval may be reasonably withheld to conform to Landlord standards for use, appearance and safety. Failure of Tenant to comply with such use limitations, to obtain Landlord's prior approval for additional improvements, or to receive any applicable jurisdictional approvals upon initiation of such use or completion of such improvements, shall be deemed a default under this Lease and any expenses assumed by Landlord to remedy any incomplete construction activity or violation of jurisdictional rules shall be considered as additional damages to any other damages which may result from Tenant's default under terms of this Lease.

10. **Utilities and Services:** Landlord shall provide at no additional cost to Tenant installation and use of Landlord Utilities which, for the purpose of this Lease, only includes

sanitary sewer and stormwater management utilities to serve Premises and Tenant's permitted uses. Tenant shall pay directly to each other utility or service provider (other than Landlord as provided above) for any utility installation, use or service fees as billed by such other utility or service provider for Tenant's use of Premises during the Term of the Lease. Landlord agrees to facilitate coordination of installation, alteration, repair, or replacement between Tenant and Landlord's utility concessionaire for required sanitary sewer or stormwater management infrastructure and for its ongoing service and use as deemed necessary by Landlord for the permitted uses of this Lease. Installation, alteration, repair, or replacement of any other utilities desired by Tenant shall be secured by Tenant and coordinated with Landlord to ensure it will not interfere with existing or proposed Landlord owned utilities on the Premises and any such work done by such other utility provider at the request of Tenant shall be paid for by Tenant. Tenant shall be responsible for securing any telecommunications services as they are not provided by Landlord.

11. **Indemnification and Insurance:** Tenant agrees to indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in and on the Premises and/or Improvements and will further indemnify and save Landlord harmless against and from any and all claims arising during the term of this Lease from any condition of the improvements or any street, curb, or sidewalk adjoining the Premises and/or improvements, or passageways or space therein or appurtenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence of Tenant or any subtenant or occupant of the improvements or any part thereof, or of its or their agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease in or about the Premises and/or improvements, or upon or under the sidewalks and the land adjacent thereto, and from and against all judgments, costs, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and in case any action or proceeding is brought against Landlord by reason of any such claims, Tenant upon notice from Landlord covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. For avoidance of doubt, Tenant's indemnification obligations under this Lease are not intended and shall under no circumstances be deemed to be "collectible liability insurance coverage" for the purposes of I.C. § 6-926(1).

During the Term of this Lease, Tenant is required to carry the types and limits of insurance as set forth in this Section. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Tenant shall furnish Landlord with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Landlord may choose to maintain. All certificates shall provide for thirty (30) days' written notice to Landlord prior to cancellation or material change of any insurance referred to therein. All policies shall name State of Idaho and the Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: 875 Perimeter Dr MS 2433, Moscow, ID 83844-2433, Attn: Risk Management. All policies shall contain waiver of subrogation coverage or endorsements.

Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. Failure to maintain the required insurance and Tenant's failure to cure any such requirement within the time provided and under the terms set forth in Section 21 of this Lease may result in termination of this Lease at Landlord's option. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease. Tenant shall require any subtenants, contractors or subcontractors of any tier to comply with the insurance provisions of this Lease. In the event Tenant is not occupying space and is enforcing the subtenant's compliance with these insurance provisions, Tenant shall not be responsible, as a requirement of this Lease, to maintain the specific insurance required below.

Tenant shall obtain or require subtenants, contractors, and subcontractors of any tier as applicable to obtain insurance of the types and in the amounts described below.

A) Commercial General and Umbrella Liability Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises and shall not be less than **\$1,000,000**. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

B) Commercial Auto Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.

C) Personal property. Tenant (or subtenant, contractors or subcontractors of any tier) shall purchase insurance to cover Tenant's (or subtenant's, contractors' or subcontractors' of any tier) personal property. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant (or subtenant, contractors or subcontractors of any tier), whether or not insured, even if such loss is caused by the negligence of Landlord, its employees, officers or agents.

D) Workers' Compensation. Where required by law, Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain all statutorily required coverages including Employer's Liability.

12. **Property Encumbrances:** This Lease is subject to all applicable restrictions, reservations, limitations, and other rights of record, and is subject to any and all easements for

public utilities of record. By entering into this Lease, Tenant acknowledges that it has inspected and is satisfied with the quality of title for the Premises being leased and accepts all encumbrances recorded or known to exist for the Premises.

13. **Hazardous Materials:** Tenant shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with environmental laws and other applicable state, federal, or local laws, rules or regulations. Tenant shall comply and require subtenants to comply with any lawful order by an entity with authority to regulate the use, accumulation, storage or disposal of hazardous waste. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the Premises subsequent to Tenant's occupation of the Premises. Tenant shall not be liable for any pre-existing conditions on the Premises or conditions occurring during Landlord's use of the Premises.

14. **Waste and Nuisance Prohibited:** Tenant shall comply, during the term of this Lease, with all applicable laws affecting the Premises. Tenant shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.

15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of Landlord or Tenant to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

16. **Officials, Agents, and Employees Not Personally Liable:** It is agreed that in no event shall any official, officer, employee or agent of the Landlord, nor any official, officer, employee or agent of the Landlord be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease.

17. **Quiet Enjoyment:** Landlord covenants that the Tenant shall have the peaceful and quiet enjoyment of the Premises for the term of the Lease.

18. **Right of Entry and Landlord Reservation of Use Rights:** Tenant shall permit the Landlord and the agents and employees of the Landlord to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same for compliance with the terms of this Lease; provided, however, that Landlord shall first give seventy-two (72) hours

written notice of its desire to inspect Premises, when such inspection requires entry into a building owned by Tenant. Such notice for right of entry and inspection procedures for building interiors shall not apply during an emergency in which such notice is impractical and Landlord's access to Premises is necessary for preservation of life and/or property. At Landlord's sole expense, or as separately agreed to by the affected parties, Landlord reserves the right to install public or private utilities, communication lines and cables and any other services for the benefit of Landlord or Landlord's surrounding properties on, over, under or through those portions of Premises Landlord deems necessary for utility lines; and provided that Landlord's installation, operation, repair and replacement of such service or utility does not unreasonably interfere with Tenant's permitted use of Premises and Landlord promptly repairs any damage done to the Tenant's improvements on Premises caused by the installation, operation, repair and replacement of such utilities or services. Landlord hereby reserves the rights-of-way for the location and maintenance of all utilities, telecommunication lines and cables and any other services currently existing on, over, under or through the Premises.

19. **Mechanics' Liens:** Tenant shall not suffer or permit any mechanics', vendors', laborers', or materialmen's statutory or similar liens (collectively "**mechanics' liens**") to be filed against the Premises or the improvements, nor against Tenant's leasehold interest in the Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Premises and/or the Improvements or any part thereof through or under Tenant. If any such mechanic's lien shall be filed, Tenant shall, within ninety (90) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Subject to the foregoing provisions, if Tenant shall fail to cause such lien to be discharged within such 90-day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements, alteration to or repair of the Premises or the Improvements or any part thereof, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the Premises.

20. **Damage or Destruction of Improvements:** Tenant covenants that in case of damage or destruction of the improvements by fire or any other cause, insured or uninsured, it will promptly, at its sole cost and expense, restore, repair, replace or rebuild as nearly as possible to the condition, quality and class it was in immediately prior to such damage or destruction, or with such changes or alterations as Tenant shall elect to make in conformity with Section 9 of this Lease. Such restoration, repairs, replacement, or rebuilding shall be commenced promptly and prosecuted with reasonable diligence. If insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, replacement or rebuilding, Tenant covenants to pay the deficiency. Tenant's obligation to make payment of the basic rent and all other charges on the part of Tenant to be paid and to perform all other covenants and

agreements on the part of Tenant to be performed shall not be affected by any such damage to or destruction of improvements.

21. **Default:** In the event Landlord shall at any time deem Tenant or any assignee and/or subtenant in breach of this Lease, Landlord shall promptly notify Tenant and any such assignee and/or subtenant, in writing, stating specifically the nature of any such alleged breach. Tenant and any such assignee and/or subtenant shall not be deemed to be in default hereunder unless Tenant and/or any such assignee and/or subtenant fails to cure any such default within ninety (90) calendar days after receipt of such written notice. In the event of default and failure to cure within such ninety (90) calendar days or, in the event the cure requires more than ninety (90) days and is being diligently pursued, then upon such longer failure to cure, Landlord shall have the right to terminate Lease and collect liquidated damages as set forth in Section 22, in addition to all rights and remedies provided by law.

22. **Liquidated Damages:** Notwithstanding anything to the contrary herein, upon termination for default, as set forth in Section 21, Tenant shall immediately pay Landlord the balance of Rent due for the remainder of Term as liquidated damages. The parties agree that, because of Landlord's significant investment in Landlord Utilities, which the Rent is intended to offset, the potential damages are difficult to ascertain, and the accelerated Rent payment is a reasonable forecast of Landlord's damages. Landlord shall credit Tenant against the accelerated Rent payment if Landlord collects any rent from a new tenant during the term of this lease. This provision shall survive the termination of this Lease.

23. **Integration:** This Lease embodies the entire agreement regarding the disposition of the rights associated with the Premises and represents the understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Lease shall not be modified except in writing signed by all parties to be bound.

24. **Execution of Documents:** The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Lease or any of the provisions herein.

25. **Authority to Enter Lease:** Landlord has the authority to enter into this Lease and that the execution, delivery of this Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. Individuals signing on behalf of Landlord and Tenant have the delegated authority to obligate their respective entity as provided by this Lease.

24. **Notices:** All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the Landlord: Regents of the University of Idaho
Attn: Vice President, Finance and Administration
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to the Tenant: Red Star Coffee Company, LLC
315 S Almon St
Moscow ID 83843

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

25. **Binding Effect:** This Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. **Severability:** If any term or provision of this Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

27. **Headings:** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

28. **Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. **Time of the Essence:** Time is of the essence in this Lease, and of each and every covenant, term, condition, and provisions thereof.

30. **Nondiscrimination and Affirmative Action:** Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Site Lease. Landlord and Tenant certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

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

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

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

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

E) Landlord and Tenant shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

31. **Venue, Governing Law:** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

32. **No Partnership:** The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

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

LANDLORD:

TENANT:

BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

RED STAR COFFEE COMPANY, LLC

By _____
Kim Salisbury, Associate Vice President
Budget and Planning

By _____

Date _____

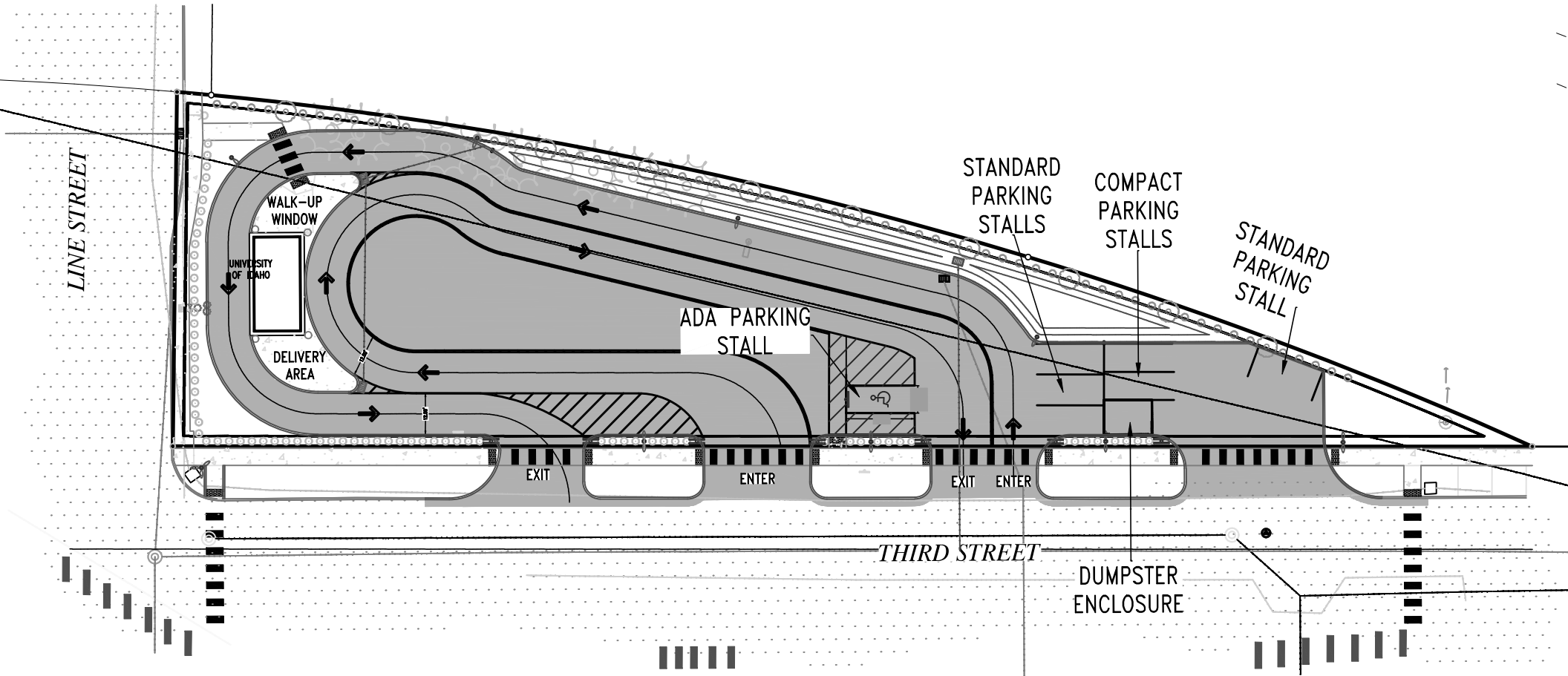
Date _____

Exhibit A

All that portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian lying south of the former Burlington Northern Railroad right of way (said former railroad right of way now owned by the DeMeerleer Family Limited Partnership) and bounded on the south by the north right of way of Third Street and bounded on the west by the east right of way of Line Street, said parcel containing approximately 0.58 acres.

Exhibit B Rent Schedule

April 1, 2025 through March 31, 2030	\$3500/month
April 1, 2030 through March 31, 2035	\$4025/month
Renewal Term if properly exercised by Tenant	\$4625/month



**CONSENT
OCTOBER 16-17, 2024**

BOISE STATE UNIVERSITY

SUBJECT

Elsevier Subscription Agreement (ScienceDirect)

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The proposed subscription agreement (the "Agreement") provides users of Albertsons Library (the "Library") with access to more than 20 million articles and book chapters from over 2,800 peer-reviewed journals and 48,000 e-books, including a vast array of books, book series, major reference works, and digital archives that date back to 1823. Library users can download articles or chapters or engage with them directly on the webpage for a more interactive experience. Elsevier Science Direct is the most utilized subscription package in Boise State's library, and its cost per use is among the lowest. Its primary goal is to assist users in discovering more scientific information, optimizing their time, and making well-informed decisions using this high-quality resource. The Agreement also offers an open access publishing arrangement, designed to promote open science. This offers several benefits to authors, including automatic open access publication, with authors retaining copyright, increased readership and citation rates.

IMPACT

The term of the Agreement runs from January 1, 2025 through December 31, 2029. The total cost for all five years equals \$2,650,871.60, which represents a base price for year one with 2% annual increases for the subsequent years. Accordingly, annual costs under the Agreement are as follows, and will be paid from appropriated funds:

Elsevier Science Direct Read & Publish Cost by Year	
2025	\$509,387.48
2026	\$519,574.92
2027	\$529,966.41
2028	\$540,565.74
2029	\$551,377.05

ATTACHMENTS

Attachment 1 – Proposed Elsevier Subscription Agreement (ScienceDirect)

BOARD STAFF COMMENTS AND RECOMMENDATIONS

This subscription agreement between Boise State University and Elsevier is part of the general operational cost for the university library in support of the academic programs. Reduction of the annual fee by utilizing a multi-year agreement

CONSENT
OCTOBER 16-17, 2024

provides stability and cost savings for Boise State University. Policy V.I.2.a states, "Purchases exceeding two million dollars (\$2,000,000) require prior Board approval."

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a five-year subscription agreement with Elsevier B.V., in substantial conformance with Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of 21 August 2024 by and between **Boise State University**, 1910 Univ Dr, MS1430, Boise, ID 837251430, USA (the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User’s own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;
- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-

four (24) hour access period for a selected article or chapter, a “Transaction.”; and

- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

The Subscriber may:

- deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the United States, provided that the Subscriber’s staff reviews the requests and fulfills the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and the Guidelines for the Proviso of Subsection 108(g)(2) (Final Report of the National Commission on New Technological Uses of Copyrighted Works, 1978) and such delivery is without commercial gain and not routinely or systematically provided (whether on one occasion or over a period of time) in such a manner or in such quantities as to substitute for a subscription by the receiving library or the end user.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products without Elsevier’s permission in writing in combination with an artificial intelligence tool (including to ingest, train an algorithm, test, process, analyze, copy, distribute, make publicly accessible, generate output and/or develop any form of artificial intelligence tool); except where such artificial intelligence tool is used in a closed hosted environment solely for use by the Subscriber, does not train the algorithm of a third party artificial intelligence tool and does not share the Subscribed Product or any part thereof with a third party;
- post individual items from the Subscribed Products on social networking sites; or
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products.

The foregoing restrictions do not apply to Subscribed Products made available under a CC license, for which the terms of the respective CC license apply.

Elsevier and the Subscriber both acknowledge the unique challenges and complexities around the emerging artificial intelligence technologies and LLMs and agree to mutually support each other in developing policies and protocols for both parties’ benefit. If there are existing or if during the term of this Agreement the government adopts mandatory laws regarding artificial intelligence in research such law

shall prevail.

By the sooner of December 31, 2024 or in the event a competent legislative body or court in the US decides that the use of Subscribed Products in combination with an artificial intelligence tool is considered fair use for Authorized Users or the Subscriber (as defined in US Code Title 17 section 107), the parties agree to assess such development and negotiate in good faith a revision of this section 1.4.

Subscriber shall take appropriate reasonable efforts to ensure the Subscribed Products are used in accordance with this Agreement against misuse or unauthorized access. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.”

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

1.6 *Open Access.*

The parties have agreed to enter into an open access platform and author workflows process, as further described in Schedule 3.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity available as described at <https://www.elsevier.com/librarian/usage-reports/> Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the

purpose of usage analysis of the Subscriber. The Subscriber and Elsevier may agree on additional preapproved vendors for which usage may be shared, and the list must be agreed upon in writing. The Subscriber may present results of its usage data analysis for educational and research purposes at library conferences and similar events, provided that the data presented only contain the aggregate usage numbers within an Institution and do not specify the usage per article or publication title. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice. Elsevier hereby grants permission to the Subscriber to share usage data reports on the Subscriber's usage activity with WorldShare License Manager, and/or SpringShare LibInsights for the sole purpose of usage analysis of the Subscriber and provided that those third parties agree to this limited use and delete the data when no longer required for the permitted limited use. The Subscriber may use a SUSHI client to harvest usage statistics, provided the client is authorized as a trusted Requestor ID as described at <https://dev.elsevier.com/sushicop5.html>.

2.5 Accessibility

Elsevier shall use reasonable efforts to comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (<http://www.w3.org/WAI/guid-tech.html>), as applicable. Elsevier shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Exceptions to compliance will be noted in Elsevier's current, accurate completed Voluntary Product Accessibility Template ("VPAT") which Elsevier will provide to the Subscriber. If the Subscribed Products do not comply or are not consistent with the applicable provisions of the ADA or Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA, the Subscriber may adapt the Subscribed Products in order to allow Authorized Users with disabilities to access the Subscribed Products to the extent necessary to comply with applicable law.

2.6 Training and Support.

Elsevier will provide appropriate training to Authorized Users, who are staff, relating to the use of the Subscribed Products. Elsevier will offer reasonable levels of continuing support to assist Institutions and Authorized Users in use of the Subscribed Products. Elsevier will make its personnel available by email, phone or fax during regular business hours (8AM – 5PM EST), Monday through Friday, for feedback, problem-solving, or general questions.

2.7 Journal Transfer.

Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 4.0, published by the National Information Standards Organization ("NISO"). For more information, see the ScienceDirect Archiving Policy and the Library Connect newsletter article about TRANSFER (Aug 2009).

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authentication.

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users or otherwise made discoverable by those Authorized Users is not permitted.

3.2 Protection from Unauthorized Access and Use.

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the

Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;

- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- immediately deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or

information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the “Fees”) within sixty (60) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than 15 December for the Fees due for the following year(s) of the Term. Unless prohibited by law, late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days’ prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber’s access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber’s obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. DURATION.

5.1 Term.

The term of this Agreement will commence on 01 January 2025 and continue through and including 31 December 2029 (“Initial Term”).

5.2 Renewal.

After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for additional one-year term(s) (a “Renewal Term”), and the Fees will be increased by the then current standard Elsevier price increase. The Subscriber must give written notice to Elsevier no later than ninety (90) days prior to the end of the then current Term of its intention to renew or not. The Initial Term and each Renewal Term are collectively the “Term”.

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government

The Subscriber may terminate this Agreement upon thirty (30) days notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. The Subscriber shall provide proof thereof in the form of a letter from the authorized representative of the Subscriber’s and/or a definitive budget decision letter from the relevant funding body. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys’ fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or

claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED “AS IS” AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

6.5 *Liability for Gross Negligence/Willful Misconduct*

Notwithstanding the limitation of liability set forth in Section 6.6 above, Elsevier may be liable for damages incurred by the Subscriber as a direct result of Elsevier’s gross negligence or willful misconduct in providing the Subscribed Products.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party’s delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being “Force Majeure”) will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party’s financial inability to perform its obligations will in no event constitute a Force Majeure.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders or Subscriber terms, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 Assignment.

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 Privacy

To the extent that the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”). The parties acknowledge and agree that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

7.7 Notices.

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: Boise State University, Albertsons Library, Serials, MS1430, 1910 Univ Dr, Boise, ID 83725-1430, USA.

7.8 Confidentiality.

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier’s prior written consent or except as required by law, including Idaho’s Public Records Act, Title 74, Chapter 1, Idaho Code, the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues, and share the Subscriber’s IP address ranges and holdings information (ISSN/ISBN, access start and end date) with internet search engine providers for the sole purpose of displaying to Authorized Users in their internet search results links to full-text articles and books available in the Subscribed Products.

7.9 Compliance with Laws.

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 Execution.

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.11 Certifications

The Subscriber is prohibited by state law from entering into certain contractual agreements. Entity hereby certifies that:

1. Pursuant to Idaho Code Section 67-2346 and 67-2347A, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and it employs ten or more persons, it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration,

production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code;

2. Pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and
3. Except to the extent this Agreement is a contract or commercial transaction that is subject to a federal law related to Medicaid or a contract with a hospital as defined in Idaho Code Section 39-1301, it is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act.

The terms in this Certification defined in Idaho Code Section 67-2346, Idaho Code Section 67-2347A, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This Certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable state or federal law.

7.12 *Conflicts in Language.*

To the extent there is a conflict between a provision of this Agreement and any terms & conditions located elsewhere, the provision set forth in this Agreement shall control. This Agreement supersedes any other agreement (including any web-based click-through or electronic agreements where content is accessed, terms referenced on an invoice, etc.) between the "Parties" on behalf of End Users with respect to Product access. Any references in the Order Form to an "Agreement" and "Terms & Conditions" or other similar terms shall be deemed to refer to this Agreement between the Subscriber and Elsevier.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

BOISE STATE UNIVERSITY
(Subscriber)

Name: Alicia Estey, JD, MPH
Title: Chief Financial and Operating Officer

ELSEVIER B.V.
(Elsevier)

Name: Thong Li Lim
Title: Vice President, Account Support & Tender Management

No. 1-23758620675

**ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees**

BOISE STATE UNIVERSITY

No. 1-23758620675

Subscribed Products – publisher	Access	2025 USD	2026 USD	2027 USD	2028 USD	2029 USD
ScienceDirect® online – Elsevier B.V.	sciencedirect.com					
• Total Electronic Subscription		\$246,683.41	\$251,617.08	\$256,649.42	\$261,782.41	\$267,018.06
• Electronic Subscription Fee (10 % discounted)		\$222,015.10	\$226,455.40	\$230,984.51	\$235,604.20	\$240,316.28
• Content Fee 10 %		\$24,668.37	\$25,161.74	\$25,664.97	\$26,178.27	\$26,701.84
Transferred Titles Fee		\$7,343.49	\$7,490.05	\$7,639.85	\$7,792.65	\$7,948.50
• Complete Freedom Collection Fee		\$244,982.36	\$249,882.00	\$254,879.64	\$259,977.24	\$265,176.78
Cell Press Collection Fee		\$6,952.88	\$7,091.94	\$7,233.78	\$7,378.45	\$7,526.02
Clinics Collection Fee		\$3,425.28	\$3,493.79	\$3,563.66	\$3,634.93	\$3,707.63
TOTAL FEES		\$509,387.48	\$519,574.92	\$529,966.41	\$540,565.74	\$551,377.05

Adjustment of Fees

After the initial year of the Term, the Fees for the Subscriber’s Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)

The Subscriber’s Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions (“PPT”) upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Subscription

Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Complete Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Complete Freedom Collection Journal Title List at http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list, as may be updated annually with the changes effective as of 1 January of the following calendar year of the Term of the Agreement.

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Clinics Collection: Electronic access to the full text of all articles from the Clinics journal titles published since 1 January 2018 identified on Annex A to Schedule 1.1.

Option to Substitute Subscribed Titles

The Subscriber may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 (“Subscribed Titles”) with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing. The foregoing does not apply to the Clinics Collection and Cell Press Collection.

Option to Substitute Withdrawn Subscribed Titles

The Subscriber may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term (“Transferred Titles”) will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Post Termination Access to Subscribed Titles

Upon termination of all of the Subscriber’s annual subscriptions on ScienceDirect online, the Subscriber may, continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500 (adjusted annually for inflation and cost increases) for the Subscriber’s access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber’s sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online annual subscription subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

**Annex A to Schedule 1.1
Subscribed Titles**

BOISE STATE UNIVERSITY

Product ID	ISSN	Subscribed Title (online only)
07802	1876-2859	Academic Pediatrics
13351	1076-6332	Academic Radiology
00221	1359-6454	Acta Materialia
02001	0309-1708	Advances in Water Resources
01001	1359-1789	Aggression and Violent Behavior
05320	0168-1923	Agricultural and Forest Meteorology
13246	0002-9378	American Journal of Obstetrics & Gynecology
07689	0749-3797	American Journal of Preventive Medicine
12602	0003-3472	Animal Behaviour
00768	0883-2927	Applied Geochemistry
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy
04101	1036-7314	Australian Critical Care
05323	0341-8162	CATENA
05324	0009-2541	Chemical Geology
00362	0045-6535	Chemosphere
05364	0167-9473	Computational Statistics & Data Analysis
00398	0098-3004	Computers & Geosciences
07452	8755-4615	Computers and Composition
00260	0010-938X	Corrosion Science
13364	1550-8307	EXPLORE
07453	0885-2006	Early Childhood Research Quarterly
05328	0012-821X	Earth and Planetary Science Letters
05329	0012-8252	Earth-Science Reviews
07647	0015-0282	Fertility and Sterility
05106	0378-1127	Forest Ecology and Management
07531	0891-5849	Free Radical Biology & Medicine
13216	0016-5085	Gastroenterology
12033	0016-6480	General and Comparative Endocrinology
00212	0016-7037	Geochimica et Cosmochimica Acta
05334	0169-555X	Geomorphology
05335	0921-8181	Global and Planetary Change
12046	0018-506X	Hormones and Behavior
12050	0278-4165	Journal of Anthropological Archaeology
12643	0305-4403	Journal of Archaeological Science
00235	1367-9120	Journal of Asian Earth Sciences
00366	0047-2352	Journal of Criminal Justice
06013	0304-4076	Journal of Econometrics
13165	0099-1767	Journal of Emergency Nursing
12064	0095-0696	Journal of Environmental Economics and Management
05344	0022-1694	Journal of Hydrology
05204	0022-3093	Journal of Non-Crystalline Solids
18841	2155-8256	Journal of Nursing Regulation
13410	1499-4046	Journal of Nutrition Education and Behavior
13189	8755-7223	Journal of Professional Nursing
00699	0022-4405	Journal of School Psychology

Product ID	ISSN	Subscribed Title (online only)
04244	1440-2440	Journal of Science and Medicine in Sport
00539	0191-8141	Journal of Structural Geology
07553	2949-8759	Journal of Substance Use and Addiction Treatment
05347	0377-0273	Journal of Volcanology and Geothermal Research
13340	2212-2672	Journal of the Academy of Nutrition and Dietetics
13450	0890-8567	Journal of the American Academy of Child & Adolescent Psychiatry
13357	1546-1440	Journal of the American College of Radiology
07539	0958-3947	Medical Dosimetry
13175	0029-6554	Nursing Outlook
05355	0031-0182	Palaeogeography, Palaeoclimatology, Palaeoecology
00636	0277-3791	Quaternary Science Reviews
00222	1359-6462	Scripta Materialia
06034	0925-4005	Sensors and Actuators B: Chemical
00103	0038-1101	Solid-State Electronics
00224	0742-051X	Teaching and Teacher Education
05361	0040-1951	Tectonophysics
07586	0002-9149	The American Journal of Cardiology
07610	0003-4975	The Annals of Thoracic Surgery
07418	0099-1333	The Journal of Academic Librarianship
07583	1053-2498	The Journal of Heart and Lung Transplantation
13249	0022-3476	The Journal of Pediatrics
13088	0022-5223	The Journal of Thoracic and Cardiovascular Surgery
02286	0099-5355	The Lancet (North American Edition)
13342	2666-6367	Transplantation and Cellular Therapy
02122	0169-5347	Trends in Ecology & Evolution

Product ID	ISSN	Cell Press Collection Journal Title
13437	0006-3495	Biophysical Journal
07590	0092-8674	Cell
07591	1074-7613	Immunity

Product ID	ISSN	Clinics Collection Journal Title
13258CLN	0095-5108	Clinics in Perinatology
13050CLN	0749-0704	Critical Care Clinics
13184CLN	0029-6465	Nursing Clinics of North America
13261CLN	0095-4543	Primary Care: Clinics in Office Practice

Product ID	ISSN	Transferred Title (online only)
18838	0012-3692	Chest
31237	1098-3600	Genetics in Medicine
18872	FS00-8872	Journal of Obstetric, Gynecologic & Neonatal Nursing and Nursing for Women's Health
18868	0884-2175	Journal of Obstetric, Gynecologic & Neonatal Nursing
18869	1751-4851	Nursing for Women's Health
18793	1550-7424	Rangeland Ecology & Management

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Boise State University

Sites:	#Relev. Auth. Users:	Authentication:
1910 Univ Dr, Boise, ID 83725, USA	10,000	132.178.*.*

Estimated total number of Authorized Users for ScienceDirect: 10,000

Estimated total number of relevant Authorized Users for ScienceDirect: 13,000

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: Nancy Donahoo
Title: Manager, Serials , Continuing Resources & Government Documents
Name/Address (if different from Section 7.7):
E-mail: nancydonahoo@boisestate.edu
Phone: (208) 426-4038

Billing Contact

Name: Nancy Donahoo
Title: Manager, Serials , Continuing Resources & Government Documents
Name/Address (if different from Section 7.7): Boise State University, Albertsons Library
1910 University Dr., MS1430
Boise, ID 83725-1430, USA
E-mail: nancydonahoo@boisestate.edu; serials-admin@boisestate.edu
Phone:

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

**Schedule 3
Open Access Terms**

1. Background

- 1.1. Corresponding authors affiliated with the Subscriber shall be referred to as “Corresponding Author(s)”. For the purposes of eligibility, the Corresponding Author is the single author who manages the publication process for an article from submission to post acceptance and corresponds with Elsevier on the same.

2. Open Access Publishing

- 2.1. From the start date of the Term or the date of last signature of the Agreement, whichever is later, until the end of the Term (hereinafter “Open Access Term”), Corresponding Authors are granted the right to publish open access articles in the Elsevier owned and Elsevier published core hybrid journals set out in Annex A to this Schedule 3 (“Eligible Journals”), subject to the terms of this Schedule 3.
- 2.2. Journal inclusions may from time to time be subject to change, including, but not limited to, changes resulting from the addition of new journal titles, journal transfers and/or changes of business model or ownership.
- 2.3. If accepted for publication in an Eligible Journal, Corresponding Authors may publish up to the following maximum number of open access articles during the Open Access Term, without having to pay an article publishing charge (“APC”):
 - (a) a total of 46 open access articles for the calendar year 2025;
 - (b) a total of 46 open access articles for the calendar year 2026;
 - (c) a total of 46 open access articles for the calendar year 2027;
 - (d) a total of 46 open access articles for the calendar year 2028; and
 - (e) a total of 46 open access articles for the calendar year 2029.
- 2.4. If there are any unused articles at the end of a calendar year, such articles will not carry over to the next calendar year. Unused articles will expire at the end of the Open Access Term and are not refundable.
- 2.5. In the event the Open Access Term commences after the start date of the Term, Corresponding Authors will be required to pay an APC for any open access articles accepted for publication in an Eligible Journal prior to the start of the Open Access Term. Elsevier will send the Corresponding Author an invoice in the amount of the then current APCs as set out at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist> to the address provided by the Corresponding Authors.

3. Workflow

- 3.1. The Elsevier publishing workflow will use the acceptance date to determine the eligibility of an article under this Agreement. In order to benefit from the commercial arrangements mentioned in this Schedule 3, articles submitted by the Corresponding Author must be accepted by the relevant Eligible Journal during the Open Access Term.

- 3.2. In Elsevier's journal workflow, the Corresponding Author must specify the institution to which they are affiliated and the relevant research funding source(s). Based on this data, Elsevier will provide the Corresponding Author with the relevant publishing options.
- 3.3. The Subscriber is responsible for informing Corresponding Authors that they are required to identify themselves as a Corresponding Author in Elsevier's journal workflow in order to benefit from the commercial arrangements under this Agreement.
- 3.4. In the event a Corresponding Author has chosen the open access option, the journal article, if accepted for publication in an Eligible Journal, shall automatically be published under a CC BY or CC BY-NC or CC BY-NC-ND license as determined by the Corresponding Author, subject to the conditions and process set forth herein.
- 3.5. The Elsevier Open Access Platform ("EOA Platform") requires the Subscriber to make reasonable efforts to accurately validate that the relevant Corresponding Author is affiliated with the Subscriber and will provide the Subscriber with the available relevant details including Corresponding Author name and e-mail address, DOI, article title, article type, journal title, research funding, acceptance date of the article and the APC. The Subscriber will receive a notification via email to validate a Corresponding Author's eligibility on the EOA Platform.
- 3.6. The Subscriber shall provide Elsevier with the credentials of at least one individual (name and email) to be set up on the EOA platform as an administrator. On completion of setup in the EOA Platform, the Subscriber's administrator shall be responsible for validation of a Corresponding Author's eligibility within 15 business days after Elsevier sends an eligibility validation notification to the Subscriber via the EOA Platform ("Validation Date").

4. Payment and Invoicing

- 4.1. In the event that (i) the maximum number of open access articles set out under clause 2.3 above has been reached during the relevant contract year, (ii) the Subscriber does not validate the eligibility of an author by the Validation Date or (iii) the Corresponding Author elects to publish an open access article in an Elsevier owned and Elsevier published journal that is not an Eligible Journal as defined in clause 2.1, the relevant Corresponding Author must pay the APC themselves and Elsevier will send the Corresponding Author an invoice in the amount of the then current APCs as set out at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist> to the address provided by the Corresponding Author.
- 4.2. The Subscriber is responsible for informing Corresponding Authors of the terms of this Agreement.

5. Reporting

- 5.1. The Subscriber will have access to reports that include a breakout of all articles (open access and subscription based) published by Corresponding Authors in the Elsevier journals governed by this Agreement. Minimum metadata requirements are: Corresponding Author name, Corresponding Author affiliation, corresponding e-mail, funding grant IDs (if provided), date of acceptance, journal title, ISSN, article title, article type, article APC, open access Y/N, DOI, and CC license.

**Annex A to Schedule 3
Core Hybrid Eligible Journals**

Journal inclusions may from time to time be subject to change, including but not limited to, changes resulting from the addition of new journal titles, journal transfers and/or changes of business model or ownership.

ISSN	Journal Title
2468-7189	Gynécologie Obstétrique Fertilité & Sénologie
1779-0123	Kinésithérapie, la Revue
0222-9617	Neuropsychiatrie de l'Enfance et de l'Adolescence
0985-0562	Nutrition Clinique et Métabolisme
0987-7983	Journal de Pédiatrie et de Puériculture
1877-0320	Revue Française d'Allergologie
1169-8330	Revue du Rhumatisme
0940-9602	Annals of Anatomy
0001-4575	Accident Analysis & Prevention
0306-4603	Addictive Behaviors
0003-2670	Analytica Chimica Acta
0099-1333	The Journal of Academic Librarianship
1061-9518	Journal of International Accounting, Auditing and Taxation
0748-5751	Journal of Accounting Education
1467-0895	International Journal of Accounting Information Systems
2666-7991	Applied Corpus Linguistics
0065-1281	Acta Histochemica
1146-609X	Acta Oecologica
0001-706X	Acta Tropica
1875-2136	Archives of Cardiovascular Diseases
2214-8604	Additive Manufacturing
0965-9978	Advances in Engineering Software
1570-8705	Ad Hoc Networks
0882-6110	Advances in Accounting
0169-409X	Advanced Drug Delivery Reviews
1474-0346	Advanced Engineering Informatics
0309-1708	Advances in Water Resources
1352-2310	Atmospheric Environment
1875-9637	Aeolian Research
1047-2797	Annals of Epidemiology
1464-343X	Journal of African Earth Sciences
1270-9638	Aerospace Science and Technology
1434-8411	AEÜ - International Journal of Electronics and Communications
2950-1962	African Transport Studies
0883-2927	Applied Geochemistry
0167-8809	Agriculture, Ecosystems & Environment
0167-4943	Archives of Gerontology and Geriatrics
0890-4065	Journal of Aging Studies

0168-1923	Agricultural and Forest Meteorology
0308-521X	Agricultural Systems
2212-9588	Advances in Integrative Medicine
0197-4556	The Arts in Psychotherapy
0002-9149	The American Journal of Cardiology
2589-9333	American Journal of Obstetrics & Gynecology MFM
0002-9394	American Journal of Ophthalmology
1876-2018	Asian Journal of Psychiatry
0002-9610	The American Journal of Surgery
0741-8329	Alcohol
1569-4909	Advances in Life Course Research
2211-9264	Algal Research
2213-6657	Analytic Methods in Accident Research
0096-3003	Applied Mathematics and Computation
0749-3797	American Journal of Preventive Medicine
0893-9659	Applied Mathematics Letters
2213-3054	Anthropocene
0003-4266	Annales d'Endocrinologie
0306-4549	Annals of Nuclear Energy
0377-8401	Animal Feed Science and Technology
0378-4320	Animal Reproduction Science
0151-9638	Annales de Dermatologie et de Vénérologie
0294-1260	Annales de Chirurgie Plastique Esthétique
1879-7296	European Annals of Otorhinolaryngology, Head and Neck Diseases
0887-6185	Journal of Anxiety Disorders
0003-9969	Archives of Oral Biology
0361-3682	Accounting, Organizations and Society
0003-682X	Applied Acoustics
0168-0072	Annals of Pure and Applied Logic
0926-860X	Applied Catalysis A: General
0926-3373	Applied Catalysis B: Environment and Energy
0306-2619	Applied Energy
0307-904X	Applied Mathematical Modelling
2352-9407	Applied Materials Today
0141-1187	Applied Ocean Research
0193-3973	Journal of Applied Developmental Psychology
0195-6663	Appetite
0926-9851	Journal of Applied Geophysics
0168-1591	Applied Animal Behaviour Science
0929-1393	Applied Soil Ecology
0169-4332	Applied Surface Science
0304-3770	Aquatic Botany
0166-445X	Aquatic Toxicology
0044-8486	Aquaculture
0144-8609	Aquacultural Engineering

2352-2267	Archaeological Research in Asia
0969-8043	Applied Radiation and Isotopes
1568-1637	Ageing Research Reviews
0004-3702	Artificial Intelligence
0933-3657	Artificial Intelligence in Medicine
0021-8502	Journal of Aerosol Science
2213-1337	Astronomy and Computing
1467-8039	Arthropod Structure & Development
1049-0078	Journal of Asian Economics
1568-4946	Applied Soft Computing
0927-6505	Astroparticle Physics
1387-6473	New Astronomy Reviews
1075-2935	Assessing Writing
1359-4311	Applied Thermal Engineering
0021-9150	Atherosclerosis
0169-8095	Atmospheric Research
1364-6826	Journal of Atmospheric and Solar-Terrestrial Physics
0160-7383	Annals of Tourism Research
0005-1098	Automatica
0926-5805	Automation in Construction
1566-0702	Autonomic Neuroscience: Basic and Clinical
1568-9972	Autoimmunity Reviews
1359-1789	Aggression and Violent Behavior
0166-3542	Antiviral Research
0360-1323	Building and Environment
0005-2728	Biochimica et Biophysica Acta: Bioenergetics
0304-419X	Biochimica et Biophysica Acta: Reviews on Cancer
0925-4439	Biochimica et Biophysica Acta: Molecular Basis of Disease
0304-4165	Biochimica et Biophysica Acta: General Subjects
1874-9399	Biochimica et Biophysica Acta: Gene Regulatory Mechanisms
1388-1981	Biochimica et Biophysica Acta: Molecular and Cell Biology of Lipids
0167-4889	Biochimica et Biophysica Acta: Molecular Cell Research
0005-2736	Biochimica et Biophysica Acta: Biomembranes
1570-9639	Biochimica et Biophysica Acta: Proteins and Proteomics
0166-4328	Behavioural Brain Research
1357-2725	The International Journal of Biochemistry & Cell Biology
1878-8181	Biocatalysis and Agricultural Biotechnology
2212-6198	Bioactive Carbohydrates and Dietary Fibre
0006-2952	Biochemical Pharmacology
2214-5796	Big Data Research
1369-703X	Biochemical Engineering Journal
0376-6357	Behavioural Processes
0303-2647	BioSystems
2772-9508	Biomaterials Advances
0006-3207	Biological Conservation

0301-4622	Biophysical Chemistry
1567-5394	Bioelectrochemistry
0141-8130	International Journal of Biological Macromolecules
0301-0511	Biological Psychology
0956-5663	Biosensors and Bioelectronics
0168-1656	Journal of Biotechnology
0960-8524	Bioresource Technology
2589-014X	Bioresource Technology Reports
0021-9290	Journal of Biomechanics
0968-0896	Bioorganic & Medicinal Chemistry
0960-894X	Bioorganic & Medicinal Chemistry Letters
1740-1445	Body Image
8756-3282	Bone
2405-8866	Bioprinting
0006-8993	Brain Research
0005-7967	Behaviour Research and Therapy
0305-1978	Biochemical Systematics and Ecology
1746-8094	Biomedical Signal Processing and Control
0005-7916	Journal of Behavior Therapy and Experimental Psychiatry
0007-4497	Bulletin des Sciences Mathématiques
0098-1354	Computers & Chemical Engineering
0360-1315	Computers & Education
0045-7906	Computers & Electrical Engineering
0045-7930	Computers & Fluids
0097-8493	Computers & Graphics
0098-3004	Computers & Geosciences
0360-8352	Computers & Industrial Engineering
0364-5916	Calphad
0377-0427	Journal of Computational and Applied Mathematics
0898-1221	Computers & Mathematics with Applications
0304-3835	Cancer Letters
1877-7821	Cancer Epidemiology
0305-0548	Computers & Operations Research
0008-6215	Carbohydrate Research
0008-6223	Carbon
0144-8617	Carbohydrate Polymers
1553-8389	Cardiovascular Revascularization Medicine
0045-7949	Computers & Structures
0341-8162	CATENA
0920-5861	Catalysis Today
1095-6433	Comparative Biochemistry and Physiology - Part A: Molecular & Integrative Physiology
1476-9271	Computational Biology and Chemistry
1096-4959	Comparative Biochemistry and Physiology - Part B: Biochemistry & Molecular Biology

1532-0456	Comparative Biochemistry and Physiology - Part C: Toxicology & Pharmacology
1744-117X	Comparative Biochemistry and Physiology - Part D: Genomics and Proteomics
0009-2797	Chemico-Biological Interactions
0010-4825	Computers in Biology and Medicine
0009-8981	Clinica Chimica Acta
0010-8545	Coordination Chemistry Reviews
1877-9166	City, Culture and Society
2405-8300	Chemical Data Collections
2667-2901	Cells & Development
0958-9465	Cement and Concrete Composites
1385-8947	Chemical Engineering Journal
0008-8846	Cement and Concrete Research
0378-3839	Coastal Engineering
0255-2701	Chemical Engineering and Processing - Process Intensification
0009-2509	Chemical Engineering Science
0198-9715	Computers, Environment and Urban Systems
2210-7762	Cancer Genetics
1359-6101	Cytokine & Growth Factor Reviews
0960-0779	Chaos, Solitons & Fractals
0747-5632	Computers in Human Behavior
0045-6535	Chemosphere
0009-2819	Geochemistry
0009-2541	Chemical Geology
0169-7439	Chemometrics and Intelligent Laboratory Systems
0301-0104	Chemical Physics
0891-0618	Journal of Chemical Neuroanatomy
0145-2134	Child Abuse & Neglect
1043-951X	China Economic Review
0021-9673	Journal of Chromatography A
1570-0232	Journal of Chromatography B
0738-081X	Clinics in Dermatology
0147-9571	Comparative Immunology, Microbiology & Infectious Diseases
0001-8686	Advances in Colloid and Interface Science
0169-1317	Applied Clay Science
1526-8209	Clinical Breast Cancer
1533-0028	Clinical Colorectal Cancer
1558-7673	Clinical Genitourinary Cancer
0303-8467	Clinical Neurology and Neurosurgery
2210-7401	Clinics and Research in Hepatology and Gastroenterology
0149-2918	Clinical Therapeutics
1525-7304	Clinical Lung Cancer
2152-2650	Clinical Lymphoma, Myeloma & Leukemia
0898-6568	Cellular Signalling
0267-3649	Computer Law & Security Review
0045-7825	Computer Methods in Applied Mechanics and Engineering

0895-6111	Computerized Medical Imaging and Graphics
0196-4399	Clinical Microbiology Newsletter
1007-5704	Communications in Nonlinear Science and Numerical Simulation
2352-1546	Current Opinion in Behavioral Sciences
0958-1669	Current Opinion in Biotechnology
2468-4511	Current Opinion in Biomedical Engineering
0955-0674	Current Opinion in Cell Biology
1367-5931	Current Opinion in Chemical Biology
2211-3398	Current Opinion in Chemical Engineering
1359-0294	Current Opinion in Colloid & Interface Science
2452-2139	Composites Communications
2352-2143	Computational Condensed Matter
8755-4615	Computers and Composition
2451-9103	Current Opinion in Electrochemistry
2451-9650	Current Opinion in Endocrine and Metabolic Research
2468-5844	Current Opinion in Environmental Science & Health
2214-7993	Current Opinion in Food Science
0885-2014	Cognitive Development
0266-352X	Computers and Geotechnics
0959-437X	Current Opinion in Genetics & Development
0166-5162	International Journal of Coal Geology
0010-0277	Cognition
2452-2236	Current Opinion in Green and Sustainable Chemistry
1389-0417	Cognitive Systems Research
0952-7915	Current Opinion in Immunology
2214-5745	Current Opinion in Insect Science
2452-3100	Current Opinion in Systems Biology
2590-1184	Journal of Computer Languages
0927-7757	Colloids and Surfaces A: Physicochemical and Engineering Aspects
0927-7765	Colloids and Surfaces B: Biointerfaces
2949-7590	Colloids and Surfaces C: Environmental Aspects
0165-232X	Cold Regions Science and Technology
0167-8396	Computer Aided Geometric Design
0140-3664	Computer Communications
0925-7721	Computational Geometry
1369-5274	Current Opinion in Microbiology
0166-3615	Computers in Industry
0169-2607	Computer Methods and Programs in Biomedicine
0927-0256	Computational Materials Science
0168-1699	Computers and Electronics in Agriculture
0010-4655	Computer Physics Communications
1389-1286	Computer Networks
2210-271X	Computational and Theoretical Chemistry
0167-9473	Computational Statistics & Data Analysis
2468-1113	Computational Toxicology

0010-7824	Contraception
1551-7144	Contemporary Clinical Trials
0959-4388	Current Opinion in Neurobiology
0169-7722	Journal of Contaminant Hydrology
0967-0661	Control Engineering Practice
1471-4892	Current Opinion in Pharmacology
2468-8673	Current Opinion in Physiology
1369-5266	Current Opinion in Plant Biology
2352-250X	Current Opinion in Psychology
0168-3659	Journal of Controlled Release
0929-1199	Journal of Corporate Finance
0010-9452	Cortex
0167-4048	Computers & Security
1574-0137	Computer Science Review
1359-0286	Current Opinion in Solid State & Materials Science
0263-8223	Composite Structures
0959-440X	Current Opinion in Structural Biology
1877-3435	Current Opinion in Environmental Sustainability
2468-2020	Current Opinion in Toxicology
1879-6257	Current Opinion in Virology
0009-3084	Chemistry and Physics of Lipids
0009-2614	Chemical Physics Letters
0272-7358	Clinical Psychology Review
1877-1297	Currents in Pharmacy Teaching and Learning
0022-0248	Journal of Crystal Growth
0010-938X	Corrosion Science
0920-5489	Computer Standards & Interfaces
0278-4343	Continental Shelf Research
0266-3538	Composites Science and Technology
1744-3881	Complementary Therapies in Clinical Practice
1054-8807	Cardiovascular Pathology
0190-7409	Children and Youth Services Review
2212-0548	Digital Applications in Archaeology and Cultural Heritage
0376-8716	Drug and Alcohol Dependence
0739-7240	Domestic Animal Endocrinology
0166-218X	Discrete Applied Mathematics
2212-6864	Physics of the Dark Universe
0169-023X	Data & Knowledge Engineering
0145-305X	Developmental & Comparative Immunology
2211-6958	Discourse, Context & Media
0167-9236	Decision Support Systems
1125-7865	Dendrochronologia
0011-9164	Desalination
0304-3878	Journal of Development Economics
1936-6574	Disability and Health Journal

0168-8227	Diabetes Research and Clinical Practice
1262-3636	Diabetes & Metabolism
0925-9635	Diamond and Related Materials
0926-2245	Differential Geometry and its Applications
0012-365X	Discrete Mathematics
1572-5286	Discrete Optimization
0141-9382	Displays
0732-8893	Diagnostic Microbiology and Infectious Disease
1568-7864	DNA Repair
1359-6446	Drug Discovery Today
0955-3959	International Journal of Drug Policy
0967-0637	Deep-Sea Research Part I: Oceanographic Research Papers
0967-0645	Deep-Sea Research Part II: Topical Studies in Oceanography
0377-0265	Dynamics of Atmospheres and Oceans
0165-1889	Journal of Economic Dynamics and Control
0143-7208	Dyes and Pigments
0013-4686	Electrochimica Acta
0952-1976	Engineering Applications of Artificial Intelligence
0955-7997	Engineering Analysis with Boundary Elements
0885-2006	Early Childhood Research Quarterly
0012-8252	Earth-Science Reviews
1471-0153	Eating Behaviors
0196-8904	Energy Conversion and Management
0264-9993	Economic Modelling
1476-945X	Ecological Complexity
0272-7757	Economics of Education Review
0925-8574	Ecological Engineering
1062-9408	The North American Journal of Economics and Finance
0921-8009	Ecological Economics
0165-1765	Economics Letters
0304-3800	Ecological Modelling
0304-4076	Journal of Econometrics
2212-0416	Ecosystem Services
2212-0122	Economics of Transportation
0738-0593	International Journal of Educational Development
1747-938X	Educational Research Review
0098-8472	Environmental and Experimental Botany
0014-2921	European Economic Review
1350-6307	Engineering Failure Analysis
0013-7944	Engineering Fracture Mechanics
2405-9854	Ecological Genetics and Genomics
0360-5442	Energy
2666-2787	Energy and Climate Change
1570-677X	Economics & Human Biology
0378-3782	Early Human Development

0195-9255	Environmental Impact Assessment Review
2210-4224	Environmental Innovation and Societal Transitions
0959-8049	European Journal of Cancer
0223-5234	European Journal of Medicinal Chemistry
0997-7546	European Journal of Mechanics - B/Fluids
0997-7538	European Journal of Mechanics - A/Solids
0932-4739	European Journal of Protistology
0014-2999	European Journal of Pharmacology
0939-6411	European Journal of Pharmaceutics and Biopharmaceutics
1164-5563	European Journal of Soil Biology
2468-7499	European Journal of Trauma & Dissociation
1040-6190	The Electricity Journal
1567-4223	Electronic Commerce Research and Applications
0368-2048	Journal of Electron Spectroscopy and Related Phenomena
0304-3886	Journal of Electrostatics
1566-0141	Emerging Markets Review
2352-4316	Extreme Mechanics Letters
1755-4586	Emotion, Space and Society
0927-5398	Journal of Empirical Finance
0141-0229	Enzyme and Microbial Technology
0378-7788	Energy and Buildings
2589-7780	Energy Chem
0160-9327	Endeavour
0140-9883	Energy Economics
0013-7952	Engineering Geology
0923-4748	Journal of Engineering and Technology Management
2215-1532	Environmental Nanotechnology, Monitoring and Management
0269-7491	Environmental Pollution
1090-5138	Evolution and Human Behavior
2405-8297	Energy Storage Materials
1364-8152	Environmental Modelling & Software
1875-9521	Entertainment Computing
2211-4645	Environmental Development
1462-9011	Environmental Science & Policy
1382-6689	Environmental Toxicology and Pharmacology
0920-1211	Epilepsy Research
0014-3057	European Polymer Journal
0149-7189	Evaluation and Program Planning
0012-821X	Earth and Planetary Science Letters
0378-7796	Electric Power Systems Research
1162-9088	European Review of Applied Psychology
0169-8141	International Journal of Industrial Ergonomics
2214-6296	Energy Research & Social Science
0889-4906	English for Specific Purposes
2352-152X	Journal of Energy Storage

0957-4174	Expert Systems with Applications
0894-1777	Experimental Thermal and Fluid Science
2590-1168	eTransportation
1876-3820	European Journal of Integrative Medicine
1161-0301	European Journal of Agronomy
0301-2115	European Journal of Obstetrics & Gynecology and Reproductive Biology
0720-048X	European Journal of Radiology
2214-790X	The Extractive Industries and Society
0723-0869	Expositiones Mathematicae
2212-4292	Food Bioscience
0278-6915	Food and Chemical Toxicology
0378-4290	Field Crops Research
1057-5219	International Review of Financial Analysis
0304-405X	Journal of Financial Economics
0168-874X	Finite Elements in Analysis and Design
1386-4181	Journal of Financial Markets
0165-7836	Fisheries Research
0379-7112	Fire Safety Journal
0367-326X	Fitoterapia
2452-2627	FlatChem
0367-2530	Flora
0378-3812	Fluid Phase Equilibria
0022-1139	Journal of Fluorine Chemistry
0308-8146	Food Chemistry
0168-1605	International Journal of Food Microbiology
0268-005X	Food Hydrocolloids
2213-3291	Food Structure
2352-2496	Food Webs
2468-1709	Forensic Chemistry
0378-1127	Forest Ecology and Management
1389-9341	Forest Policy and Economics
2214-2894	Food Packaging and Shelf Life
0950-3293	Food Quality and Preference
0891-5849	Free Radical Biology & Medicine
2666-2256	Forensic Imaging
0963-9969	Food Research International
1544-6123	Finance Research Letters
0379-0738	Forensic Science International
2666-2817	Forensic Science International: Digital Investigation
1872-4973	Forensic Science International: Genetics
1875-1768	Forensic Science International: Genetics Supplement Series
0165-0114	Fuzzy Sets and Systems
0920-3796	Fusion Engineering and Design
0167-739X	Future Generation Computer Systems
0966-6362	Gait & Posture

0016-7037	Geochimica et Cosmochimica Acta
0266-1144	Geotextiles and Geomembranes
0378-1119	Gene
2452-0144	Gene Reports
0016-6995	Geobios
0264-3707	Journal of Geodynamics
2352-0094	Geoderma Regional
2949-8910	Geoenergy Science and Engineering
0016-7185	Geoforum
0169-555X	Geomorphology
0393-0440	Journal of Geometry and Physics
0375-6505	Geothermics
2352-3808	Geomechanics for Energy and the Environment
0375-6742	Journal of Geochemical Exploration
2211-9124	Global Food Security
0163-8343	General Hospital Psychiatry
0921-8181	Global and Planetary Change
1044-0283	Global Finance Journal
0740-624X	Government Information Quarterly
2352-801X	Groundwater for Sustainable Development
0197-3975	Habitat International
0894-1130	Journal of Hand Therapy
1568-9883	Harmful Algae
0304-3894	Journal of Hazardous Materials
0168-8510	Health Policy
0378-5955	Hearing Research
1574-1818	High Energy Density Physics
2210-8033	Journal of Herbal Medicine
0142-727X	International Journal of Heat and Fluid Flow
1047-8310	The Journal of High Technology Management Research
2213-0764	Healthcare: The Journal of Delivery Science and Innovation
0278-4319	International Journal of Hospitality Management
0017-9310	International Journal of Heat and Mass Transfer
0304-4238	Scientia Horticulturae
2773-0441	Human Gene
0167-9457	Human Movement Science
1053-4822	Human Resource Management Review
0022-1694	Journal of Hydrology
0304-386X	Hydrometallurgy
0965-1748	Insect Biochemistry and Molecular Biology
0969-5931	International Business Review
0020-1693	Inorganica Chimica Acta
0735-1933	International Communications in Heat and Mass Transfer
0734-743X	International Journal of Impact Engineering
1755-599X	International Emergency Nursing

0167-6245	Information Economics and Policy
2468-6018	IFAC Journal of Systems and Control
0888-613X	International Journal of Approximate Reasoning
1386-5056	International Journal of Medical Informatics
0167-5273	International Journal of Cardiology
2212-8689	International Journal of Child-Computer Interaction
1874-5482	International Journal of Critical Infrastructure Protection
2212-4209	International Journal of Disaster Risk Reduction
0020-7225	International Journal of Engineering Science
1878-450X	International Journal of Gastronomy and Food Science
1750-5836	International Journal of Greenhouse Gas Control
1438-4639	International Journal of Hygiene and Environmental Health
0147-1767	International Journal of Intercultural Relations
1756-0616	International Journal of Law, Crime and Justice
0030-4026	Optik
0160-2527	International Journal of Law and Psychiatry
1472-8117	The International Journal of Management Education
0301-9322	International Journal of Multiphase Flow
1746-0689	International Journal of Osteopathic Medicine
1878-1241	International Journal of Orthopaedic and Trauma Nursing
0378-5173	International Journal of Pharmaceutics
0167-8116	International Journal of Research in Marketing
0923-5965	Signal Processing: Image Communication
0262-8856	Image and Vision Computing
0019-8501	Industrial Marketing Management
2452-0748	NanoImpact
0964-8305	International Biodeterioration & Biodegradation
0958-6946	International Dairy Journal
0167-6105	Journal of Wind Engineering and Industrial Aerodynamics
0926-6690	Industrial Crops and Products
0167-7187	International Journal of Industrial Organization
0022-1996	Journal of International Economics
0163-6383	Infant Behavior and Development
1566-2535	Information Fusion
0378-7206	Information & Management
1471-7727	Information and Organization
1350-4495	Infrared Physics & Technology
0950-5849	Information and Software Technology
1466-8564	Innovative Food Science and Emerging Technologies
1387-7003	Inorganic Chemistry Communications
0020-0255	Information Sciences
0167-6687	Insurance: Mathematics and Economics
0160-2896	Intelligence
1042-4431	Journal of International Financial Markets, Institutions & Money
1096-7516	The Internet and Higher Education

1567-5769	International Immunopharmacology
1075-4253	Journal of International Management
0749-6419	International Journal of Plasticity
0167-8760	International Journal of Psychophysiology
2542-6605	Internet of Things
0022-1910	Journal of Insect Physiology
0020-0190	Information Processing Letters
0306-4573	Information Processing & Management
0308-0161	International Journal of Pressure Vessels and Piping
1477-3880	International Review of Economics Education
0144-8188	International Review of Law and Economics
0306-4379	Information Systems
0143-7496	International Journal of Adhesion and Adhesives
0165-2370	Journal of Analytical and Applied Pyrolysis
0165-0327	Journal of Affective Disorders
0165-4101	Journal of Accounting and Economics
1367-9120	Journal of Asian Earth Sciences
0925-8388	Journal of Alloys and Compounds
0143-6228	Applied Geography
0922-1425	Japan and the World Economy
1367-5788	Annual Reviews in Control
2214-7861	Journal of Applied Research on Medicinal and Aromatic Plants
2352-409X	Journal of Archaeological Science: Reports
0969-6997	Journal of Air Transport Management
0734-9750	Biotechnology Advances
0961-9534	Biomass & Bioenergy
2214-8043	Journal of Behavioral and Experimental Economics
2214-6350	Journal of Behavioral and Experimental Finance
0378-4266	Journal of Banking & Finance
2212-4926	Advances in Biological Regulation
0142-9612	Biomaterials
0148-2963	Journal of Business Research
0883-9026	Journal of Business Venturing
2667-2774	Journal of Business Venturing Design
2352-6734	Journal of Business Venturing Insights
0952-8180	Journal of Clinical Anesthesia
0010-4485	Computer-Aided Design
1815-5669	Journal of Contemporary Accounting & Economics
0950-0618	Construction and Building Materials
0021-9924	Journal of Communication Disorders
0895-4356	Journal of Clinical Epidemiology
0264-2751	Cities
0047-2352	Journal of Criminal Justice
0268-0033	Clinical Biomechanics
2949-7280	Journal of Climate Finance

0959-6526	Journal of Cleaner Production
2213-297X	Journal of Co-operative Organization and Management
1359-835X	Composites Part A: Applied Science and Manufacturing
1359-8368	Composites Part B: Engineering
2405-8513	Journal of Commodity Markets
2213-5383	Journal of Cancer Policy
0261-2194	Crop Protection
0011-2275	Cryogenics
0143-974X	Journal of Constructional Steel Research
0899-7071	Clinical Imaging
1386-6532	Journal of Clinical Virology
0044-5231	Zoologischer Anzeiger
1056-8727	Journal of Diabetes and its Complications
1773-2247	Journal of Drug Delivery Science and Technology
2212-571X	Journal of Destination Marketing & Management
2542-4513	JMV-Journal de Médecine Vasculaire
0142-694X	Design Studies
1572-6657	Journal of Electroanalytical Chemistry
1475-1585	Journal of English for Academic Purposes
0167-2681	Journal of Economic Behavior & Organization
1703-4949	The Journal of Economic Asymmetries
2213-3437	Journal of Environmental Chemical Engineering
0261-3794	Electoral Studies
0736-4679	The Journal of Emergency Medicine
0022-0981	Journal of Experimental Marine Biology and Ecology
2352-5525	Ethics, Medicine & Public Health
0265-931X	Journal of Environmental Radioactivity
2212-828X	The Journal of the Economics of Ageing
0378-8741	Journal of Ethnopharmacology
2950-4333	Journal of Epidemiology and Population Health
1557-5063	Journal of Exotic Pet Medicine
0301-4215	Energy Policy
0141-0296	Engineering Structures
1877-8585	Journal of Family Business Strategy
0956-7135	Food Control
0094-730X	Journal of Fluency Disorders
0955-5986	Flow Measurement and Instrumentation
0260-8774	Journal of Food Engineering
0306-9192	Food Policy
1572-3089	Journal of Financial Stability
0016-3287	Futures
0016-2361	Fuel
0959-3780	Global Environmental Change
1879-4068	Journal of Geriatric Oncology
2949-9089	Gas Science and Engineering

1353-8292	Health & Place
0167-6296	Journal of Health Economics
2214-4048	Journal of High Energy Astrophysics
1473-8376	Journal of Hospitality, Leisure, Sport & Tourism Education
0162-0134	Journal of Inorganic Biochemistry
2452-414X	Journal of Industrial Information Integration
0883-0355	International Journal of Educational Research
0142-1123	International Journal of Fatigue
0022-1759	Journal of Immunological Methods
0261-5606	Journal of International Money and Finance
0020-1383	Injury
2214-2126	Journal of Information Security and Applications
1050-6411	Journal of Electromyography and Kinesiology
0268-4012	International Journal of Information Management
0300-5712	Journal of Dentistry
0959-1524	Journal of Process Control
0969-6989	Journal of Retailing and Consumer Services
2352-2208	Journal of Logical and Algebraic Methods in Programming
0959-4752	Learning and Instruction
0950-4230	Journal of Loss Prevention in the Process Industries
0264-8377	Land Use Policy
0164-0704	Journal of Macroeconomics
0098-2997	Molecular Aspects of Medicine
1751-6161	Journal of the Mechanical Behavior of Biomedical Materials
1093-3263	Journal of Molecular Graphics and Modelling
0968-4328	Micron
0264-8172	Marine and Petroleum Geology
0308-597X	Marine Policy
0955-2863	The Journal of Nutritional Biochemistry
1617-1381	Journal for Nature Conservation
0963-8695	NDT & E International
0165-5728	Journal of Neuroimmunology
0377-0257	Journal of Non-Newtonian Fluid Mechanics
0022-510X	Journal of the Neurological Sciences
2352-7102	Journal of Building Engineering
1755-5345	Journal of Choice Modelling
2211-3649	Journal of Obsessive-Compulsive and Related Disorders
1877-7503	Journal of Computational Science
0167-4870	Journal of Economic Psychology
2468-7847	Journal of Gynecology Obstetrics and Human Reproduction
1751-1577	Journal of Informetrics
0030-3992	Optics & Laser Technology
0022-328X	Journal of Organometallic Chemistry
2468-7855	Journal of Stomatology, Oral and Maxillofacial Surgery
2213-0780	Journal of Outdoor Recreation and Tourism

2949-8759	Journal of Substance Use and Addiction Treatment
0022-4049	Journal of Pure and Applied Algebra
0376-0421	Progress in Aerospace Sciences
1011-1344	Journal of Photochemistry and Photobiology B: Biology
0079-6107	Progress in Biophysics & Molecular Biology
1010-6030	Journal of Photochemistry and Photobiology A: Chemistry
1474-7065	Physics and Chemistry of the Earth, Parts A/B/C
0360-1285	Progress in Energy and Combustion Science
0962-6298	Political Geography
0176-1617	Journal of Plant Physiology
0163-7827	Progress in Lipid Research
1056-8719	Journal of Pharmacological and Toxicological Methods
0079-6425	Progress in Materials Science
0149-1970	Progress in Nuclear Energy
0079-6565	Progress in Nuclear Magnetic Resonance Spectroscopy
0032-3861	Polymer
0278-4254	Journal of Accounting and Public Policy
0146-6410	Progress in Particle and Nuclear Physics
0079-6700	Progress in Polymer Science
0079-6727	Progress in Quantum Electronics
1389-5567	Journal of Photochemistry and Photobiology C: Photochemistry Reviews
1874-3919	Journal of Proteomics
1350-9462	Progress in Retinal and Eye Research
0163-7258	Pharmacology & Therapeutics
0277-3791	Quaternary Science Reviews
0022-4073	Journal of Quantitative Spectroscopy & Radiative Transfer
0165-0378	Journal of Reproductive Immunology
0301-4207	Resources Policy
2210-9706	Journal of Rail Transport Planning & Management
1550-8307	EXPLORE
0191-491X	Studies in Educational Evaluation
0265-9646	Space Policy
0378-3758	Journal of Statistical Planning and Inference
0164-1212	Journal of Systems and Software
0946-672X	Journal of Trace Elements in Medicine and Biology
2214-1405	Journal of Transport & Health
0261-5177	Tourism Management
1542-0124	The Ocular Surface
0308-5961	Telecommunications Policy
0966-6923	Journal of Transport Geography
0301-679X	Tribology International
0967-070X	Transport Policy
0957-1787	Utilities Policy
0264-410X	Vaccine
1558-7878	Journal of Veterinary Behavior

1878-7886	Journal of Visceral Surgery
2214-7144	Journal of Water Process Engineering
0950-7051	Knowledge-Based Systems
0024-3795	Linear Algebra and its Applications
0927-5371	Labour Economics
0271-5309	Language & Communication
0169-2046	Landscape and Urban Planning
2950-0249	Latin American Transport Studies
2210-6561	Learning, Culture and Social Interaction
1041-6080	Learning and Individual Differences
1048-9843	The Leadership Quarterly
0024-3205	Life Sciences
0740-8188	Library & Information Science Research
0075-9511	Limnologica
0898-5898	Linguistics and Education
0024-3841	Lingua
1871-1413	Livestock Science
0755-4982	La Presse Médicale
0145-2126	Leukemia Research
0024-6301	Long Range Planning
0388-0001	Language Sciences
0022-2313	Journal of Luminescence
0169-5002	Lung Cancer
0254-0584	Materials Chemistry and Physics
0047-6374	Mechanisms of Ageing and Development
0304-8853	Journal of Magnetism and Magnetic Materials
0094-114X	Mechanism and Machine Theory
0304-4203	Marine Chemistry
1874-7787	Marine Genomics
0025-3227	Marine Geology
0377-8398	Marine Micropaleontology
0924-7963	Journal of Marine Systems
1387-3806	International Journal of Mass Spectrometry
0951-8339	Marine Structures
0378-5122	Maturitas
0732-3123	The Journal of Mathematical Behavior
0945-053X	Matrix Biology
0304-4068	Journal of Mathematical Economics
2214-7853	Materials Today: Proceedings
0021-7824	Journal de Mathématiques Pures et Appliquées
1369-8001	Materials Science in Semiconductor Processing
0165-4896	Mathematical Social Sciences
1369-7021	Materials Today
0025-5564	Mathematical Biosciences
2468-8231	Molecular Catalysis

0303-7207	Molecular and Cellular Endocrinology
0263-2241	Measurement
0957-4158	Mechatronics
0167-6636	Mechanics of Materials
1246-7391	Médecine & Droit
1361-8415	Medical Image Analysis
0167-9317	Microelectronic Engineering
1879-2391	Microelectronics Journal
0376-7388	Journal of Membrane Science
0141-1136	Marine Environmental Research
0309-1740	Meat Science
0966-9795	Intermetallics
2212-6570	Mental Health & Prevention
1755-2966	Mental Health and Physical Activity
1387-1811	Microporous and Mesoporous Materials
0141-9331	Microprocessors and Microsystems
0944-5013	Microbiological Research
2773-0123	Micro and Nanostructures
0026-265X	Microchemical Journal
0167-7012	Journal of Microbiological Methods
0161-5890	Molecular Immunology
0892-6875	Minerals Engineering
0167-577X	Materials Letters
1567-133X	Gene Expression Patterns
0166-6851	Molecular and Biochemical Parasitology
0167-7322	Journal of Molecular Liquids
0022-2860	Journal of Molecular Structure
0304-3932	Journal of Monetary Economics
0025-326X	Marine Pollution Bulletin
0022-5096	Journal of the Mechanics and Physics of Solids
0026-2714	Microelectronics Reliability
2352-3522	Microbial Risk Analysis
0025-5408	Materials Research Bulletin
0093-6413	Mechanics Research Communications
0730-725X	Magnetic Resonance Imaging
0020-7403	International Journal of Mechanical Sciences
0921-5093	Materials Science and Engineering: A
2211-0348	Multiple Sclerosis and Related Disorders
0921-5107	Materials Science and Engineering: B
2468-7812	Musculoskeletal Science and Practice
0927-796X	Materials Science and Engineering: R: Reports
2468-5194	Materials Today Chemistry
2352-4928	Materials Today Communications
2468-6069	Materials Today Energy
1044-5803	Materials Characterization

0890-6955	International Journal of Machine Tools and Manufacture
2588-8420	Materials Today Nano
2542-5293	Materials Today Physics
2589-2347	Materials Today Sustainability
1042-444X	Journal of Multinational Financial Management
0027-5107	Mutation Research: Fundamental and Molecular Mechanisms of Mutagenesis
1383-5718	Mutation Research: Genetic Toxicology and Environmental Mutagenesis
1383-5742	Mutation Research: Reviews in Mutation Research
0362-546X	Nonlinear Analysis
1751-570X	Nonlinear Analysis: Hybrid Systems
1878-7789	Nano Communication Networks
1549-9634	Nanomedicine: Nanotechnology, Biology and Medicine
2211-2855	Nano Energy
2352-507X	Nano-Structures & Nano-Objects
1748-0132	Nano Today
0197-4580	Neurobiology of Aging
0149-7634	Neuroscience & Biobehavioral Reviews
0197-0186	Neurochemistry International
1384-1076	New Astronomy
0029-5493	Nuclear Engineering and Design
0911-6044	Journal of Neurolinguistics
0028-3770	Neurochirurgie
0925-2312	Neurocomputing
0150-9861	Journal of Neuroradiology
0035-3787	Revue Neurologique
0161-813X	NeuroToxicology
0168-9002	Nuclear Instruments and Methods in Physics Research Section A: Accelerators, Spectrometers, Detectors and Associated Equipment
0168-583X	Nuclear Instruments and Methods in Physics Research Section B: Beam Interactions with Materials and Atoms
0732-118X	New Ideas in Psychology
0020-7462	International Journal of Non-Linear Mechanics
0969-8051	Nuclear Medicine and Biology
0960-8966	Neuromuscular Disorders
0893-6080	Neural Networks
0022-3093	Journal of Non-Crystalline Solids
1468-1218	Nonlinear Analysis: Real World Applications
0028-3908	Neuropharmacology
2405-6014	Nuclear and Particle Physics Proceedings
0020-7489	International Journal of Nursing Studies
0304-3940	Neuroscience Letters
0165-0270	Journal of Neuroscience Methods
0028-3932	Neuropsychologia
0271-5317	Nutrition Research
0892-0362	Neurotoxicology and Teratology

0022-3115	Journal of Nuclear Materials
0375-9474	Nuclear Physics A
0899-9007	Nutrition
2451-8476	Obesity Medicine
1463-5003	Ocean Modelling
0964-5691	Ocean & Coastal Management
0029-8018	Ocean Engineering
0146-6380	Organic Geochemistry
0143-8166	Optics and Lasers in Engineering
0305-0483	Omega
1040-8428	Critical Reviews in Oncology/Hematology
1368-8375	Oral Oncology
2212-4403	Oral Surgery, Oral Medicine, Oral Pathology and Oral Radiology
0167-6377	Operations Research Letters
0030-4018	Optics Communications
0925-3467	Optical Materials
1871-403X	Obesity Research & Clinical Practice
2666-2612	Ore and Energy Resource Geology
0090-2616	Organizational Dynamics
1566-1199	Organic Electronics
2211-6923	Operations Research for Health Care
0949-328X	Sports Orthopaedics and Traumatology
1573-4277	Optical Switching and Networking
2468-6964	Online Social Networks and Media
1615-9071	Osteopathische Medizin
1877-0568	Orthopaedics & Traumatology: Surgery & Research
0927-538X	Pacific-Basin Finance Journal
0191-8869	Personality and Individual Differences
0031-0182	Palaeogeography, Palaeoclimatology, Palaeoecology
0034-6667	Review of Palaeobotany and Palynology
0167-8191	Parallel Computing
1383-5769	Parasitology International
0167-8655	Pattern Recognition Letters
0731-7085	Journal of Pharmaceutical and Biomedical Analysis
0091-3057	Pharmacology Biochemistry and Behavior
2405-6030	Perioperative Care and Operating Room Management
0022-3697	Journal of Physics and Chemistry of Solids
0141-3910	Polymer Degradation and Stability
0738-3991	Patient Education and Counseling
0031-4056	Pedobiologia
0165-5876	International Journal of Pediatric Otorhinolaryngology
2949-6942	Progress in Economic Geography
2211-2669	Performance Enhancement & Health
0196-9781	Peptides
0031-9201	Physics of the Earth and Planetary Interiors

2950-4252	Progress in Engineering Science
0166-5316	Performance Evaluation
2213-4344	PharmaNutrition
0031-9384	Physiology & Behavior
1874-4907	Physical Communication
0944-7113	Phytomedicine
0378-4371	Physica A: Statistical Mechanics and its Applications
0921-4526	Physica B: Condensed Matter
0921-4534	Physica C: Superconductivity and its Applications
0167-2789	Physica D: Nonlinear Phenomena
1386-9477	Physica E: Low-Dimensional Systems and Nanostructures
0031-9422	Phytochemistry
0022-3956	Journal of Psychiatric Research
0375-9601	Physics Letters A
0981-9428	Plant Physiology and Biochemistry
2352-4073	Plant Gene
0370-1573	Physics Reports
1571-0645	Physics of Life Reviews
1574-1192	Pervasive and Mobile Computing
2468-1717	Personalized Medicine in Psychiatry
0306-4530	Psychoneuroendocrinology
1569-4410	Photonics and Nanostructures - Fundamentals and Applications
0278-5846	Progress in Neuro-Psychopharmacology & Biological Psychiatry
0887-8994	Pediatric Neurology
0300-9440	Progress in Organic Coatings
0304-422X	Poetics
0176-2680	European Journal of Political Economy
0277-5387	Polyhedron
0925-5214	Postharvest Biology and Technology
0378-7753	Journal of Power Sources
1058-9813	Progress in Pediatric Cardiology
1433-8319	Perspectives in Plant Ecology, Evolution and Systematics
0031-3203	Pattern Recognition
0378-2166	Journal of Pragmatics
1359-5113	Process Biochemistry
1353-8020	Parkinsonism & Related Disorders
0301-9268	Precambrian Research
0266-8920	Probabilistic Engineering Mechanics
2950-1997	Pharmacological Research - Natural Products
2950-2004	Pharmacological Research - Reports
0167-5877	Preventive Veterinary Medicine
1098-8823	Prostaglandins & Other Lipid Mediators
0925-5273	International Journal of Production Economics
0301-0082	Progress in Neurobiology
0079-6611	Progress in Oceanography

0305-9006	Progress in Planning
0924-0136	Journal of Materials Processing Technology
1434-4610	Protist
0344-0338	Pathology - Research and Practice
0079-6816	Progress in Surface Science
0168-9452	Plant Science
0022-3999	Journal of Psychosomatic Research
0032-0633	Planetary and Space Science
0165-1781	Psychiatry Research
0925-4927	Psychiatry Research: Neuroimaging
1469-0292	Psychology of Sport and Exercise
0032-5910	Powder Technology
0047-2727	Journal of Public Economics
0363-8111	Public Relations Review
1478-4092	Journal of Purchasing and Supply Management
1871-1014	Quaternary Geochronology
0167-8140	Radiotherapy & Oncology
1750-9467	Research in Autism Spectrum Disorders
0736-5845	Robotics and Computer-Integrated Manufacturing
1381-5148	Reactive and Functional Polymers
0921-3449	Resources, Conservation & Recycling
1755-0084	Renewable Energy Focus
0166-0462	Regional Science and Urban Economics
2468-4988	Journal of Immunology and Regenerative Medicine
0960-1481	Renewable Energy
0928-7655	Resource and Energy Economics
1569-9048	Respiratory Physiology & Neurobiology
0048-7333	Research Policy
0951-8320	Reliability Engineering & System Safety
0300-9572	Resuscitation
2452-3186	Current Research in Translational Medicine
0739-8859	Research in Transportation Economics
1059-0560	International Review of Economics & Finance
0035-1598	Revue de Micropaléontologie
2452-2198	Rhizosphere
0275-5319	Research in International Business and Finance
0891-4222	Research in Developmental Disabilities
0191-3085	Research in Organizational Behavior
1350-4487	Radiation Measurements
2772-7661	Research Methods in Applied Linguistics
0263-4368	International Journal of Refractory Metals and Hard Materials
1365-1609	International Journal of Rock Mechanics and Mining Sciences
0921-8890	Robotics and Autonomous Systems
0969-806X	Radiation Physics and Chemistry
1551-7411	Research in Social and Administrative Pharmacy

2352-9385	Remote Sensing Applications: Society and Environment
0034-4257	Remote Sensing of Environment
1364-0321	Renewable & Sustainable Energy Reviews
2352-4855	Regional Studies in Marine Science
0276-5624	Research in Social Stratification and Mobility
2210-5395	Research in Transportation Business & Management
0890-6238	Reproductive Toxicology
0921-4488	Small Ruminant Research
0743-0167	Journal of Rural Studies
1386-1425	Spectrochimica Acta Part A: Molecular and Biomolecular Spectroscopy
0584-8547	Spectrochimica Acta Part B: Atomic Spectroscopy
0925-7535	Safety Science
0895-9811	Journal of South American Earth Sciences
0020-7683	International Journal of Solids and Structures
0038-0717	Soil Biology & Biochemistry
0960-0760	The Journal of Steroid Biochemistry and Molecular Biology
0956-5221	Scandinavian Journal of Management
0920-9964	Schizophrenia Research
0167-6423	Science of Computer Programming
0167-6911	Systems & Control Letters
2950-3574	Sustainable Chemistry One World
2352-5541	Sustainable Chemistry and Pharmacy
2210-6707	Sustainable Cities and Society
0257-8972	Surface and Coatings Technology
0267-7261	Soil Dynamics and Earthquake Engineering
1060-3743	Journal of Second Language Writing
0037-0738	Sedimentary Geology
2352-4677	Sustainable Energy, Grids and Networks
1383-5866	Separation and Purification Technology
0038-0121	Socio-Economic Planning Sciences
2773-1618	Sports Economics Review
2213-1388	Sustainable Energy Technologies and Assessments
1744-165X	Seminars in Fetal & Neonatal Medicine
0191-8141	Journal of Structural Geology
0039-3681	Studies in History and Philosophy of Science
0165-1684	Signal Processing
1569-190X	Simulation Modelling Practice and Theory
2950-3965	Slavic Literatures
1389-9457	Sleep Medicine
2352-6483	Smart Health
0924-4247	Sensors and Actuators A: Physical
0925-4005	Sensors and Actuators B: Chemical
0960-7404	Surgical Oncology
0927-0248	Solar Energy Materials and Solar Cells
0378-8733	Social Networks

0039-6257	Survey of Ophthalmology
0167-2738	Solid State Ionics
0304-4149	Stochastic Processes and their Applications
2211-6753	Spatial Statistics
0167-6393	Speech Communication
1529-9430	The Spine Journal
0022-474X	Journal of Stored Products Research
1877-5756	Sexual & Reproductive Healthcare
0038-1098	Solid State Communications
0038-1101	Solid-State Electronics
0277-9536	Social Science & Medicine
1293-2558	Solid State Sciences
1877-5845	Spatial and Spatio-temporal Epidemiology
0167-7152	Statistics & Probability Letters
0039-128X	Steroids
0167-1987	Soil & Tillage Research
0048-9697	Science of the Total Environment
0954-349X	Structural Change and Economic Dynamics
0963-8687	The Journal of Strategic Information Systems
0167-4730	Structural Safety
0896-8446	The Journal of Supercritical Fluids
2468-0230	Surfaces and Interfaces
0039-6028	Surface Science
2210-5379	Sustainable Computing: Informatics and Systems
2214-9937	Sustainable Materials and Technologies
0167-5729	Surface Science Reports
2210-6502	Swarm and Evolutionary Computation
0723-2020	Systematic and Applied Microbiology
0379-6779	Synthetic Metals
0346-251X	System
1383-7621	Journal of Systems Architecture
2210-8440	Trends in Anaesthesia and Critical Care
0167-8442	Theoretical and Applied Fracture Mechanics
0039-9140	Talanta
0742-051X	Teaching and Teacher Education
0306-4565	Journal of Thermal Biology
0040-6031	Thermochimica Acta
1938-9736	Topics in Companion Animal Medicine
1050-1738	Trends in Cardiovascular Medicine
0304-3975	Theoretical Computer Science
2214-1588	Trends in Environmental Analytical Chemistry
2950-3957	Total Environment Advances
0166-4972	Technovation
0040-1951	Tectonophysics
0736-5853	Telematics and Informatics

0040-4020	Tetrahedron
0040-4039	Tetrahedron Letters
0040-1625	Technological Forecasting and Social Change
0093-691X	Theriogenology
0968-0160	The Knee
1290-0729	International Journal of Thermal Sciences
0924-2244	Trends in Food Science & Technology
2590-0307	Techniques and Innovations in Gastrointestinal Endoscopy
2211-9493	Trends in Neuroscience and Education
0160-791X	Technology in Society
0887-2333	Toxicology in Vitro
1555-4155	The Journal for Nurse Practitioners
2211-9736	Tourism Management Perspectives
0166-8641	Topology and its Applications
0300-483X	Toxicology
0041-0101	Toxicon
0378-4274	Toxicology Letters
0041-1345	Transplantation Proceedings
0049-3848	Thrombosis Research
0965-8564	Transportation Research Part A: Policy and Practice
0165-9936	Trends in Analytical Chemistry
1473-0502	Transfusion and Apheresis Science
0191-2615	Transportation Research Part B: Methodological
0968-090X	Transportation Research Part C: Emerging Technologies
1361-9209	Transportation Research Part D: Transport and Environment
1366-5545	Transportation Research Part E: Logistics and Transportation Review
1369-8478	Transportation Research Part F: Traffic Psychology and Behaviour
2214-3912	Transportation Geotechnics
0966-3274	Transplant Immunology
1931-5244	Translational Research
1871-1871	Thinking Skills and Creativity
2451-9049	Thermal Science and Engineering Progress
0040-6090	Thin Solid Films
0886-7798	Tunnelling and Underground Space Technology
0263-8231	Thin-Walled Structures
2212-0955	Urban Climate
1618-8667	Urban Forestry & Urban Greening
0304-3991	Ultramicroscopy
0041-624X	Ultrasonics
0090-4295	Urology
1078-1439	Urologic Oncology: Seminars and Original Investigations
0042-207X	Vacuum
2214-2096	Vehicular Communications
0165-2427	Veterinary Immunology and Immunopathology
0378-1135	Veterinary Microbiology

0304-4017	Veterinary Parasitology
0924-2031	Vibrational Spectroscopy
0166-0934	Journal of Virological Methods
2405-4690	Visual Journal of Emergency Medicine
0167-9260	Integration
0377-0273	Journal of Volcanology and Geothermal Research
1537-1891	Vascular Pharmacology
2405-9390	Veterinary Parasitology: Regional Studies and Reports
0042-6989	Vision Research
0165-2125	Wave Motion
2468-3124	Water Security
0305-750X	World Development
2452-2929	World Development Perspectives
0043-1648	Wear
0956-053X	Waste Management
1878-8750	World Neurosurgery
1090-9516	Journal of World Business
0172-2190	World Patent Information
0043-1354	Water Research
2212-4284	Water Resources and Economics
0277-5395	Women's Studies International Forum
2405-4526	Journal of Interprofessional Education & Practice
0196-8858	Advances in Applied Mathematics
0003-9861	Archives of Biochemistry and Biophysics
0003-2697	Analytical Biochemistry
1063-5203	Applied and Computational Harmonic Analysis
0092-640X	Atomic Data and Nuclear Data Tables
1092-9134	Annals of Diagnostic Pathology
0001-8708	Advances in Mathematics
0735-6757	American Journal of Emergency Medicine
0196-0709	American Journal of Otolaryngology
1075-9964	Anaerobe
0003-4916	Annals of Physics
0897-1897	Applied Nursing Research
0883-9417	Archives of Psychiatric Nursing
0883-5403	Journal of Arthroplasty
0890-8389	The British Accounting Review
0006-291X	Biochemical and Biophysical Research Communications
1079-9796	Blood Cells, Molecules and Diseases
1521-6896	Best Practice & Research Clinical Anaesthesiology
1521-690X	Best Practice & Research Clinical Endocrinology & Metabolism
1521-6918	Best Practice & Research Clinical Gastroenterology
1521-6926	Best Practice & Research Clinical Haematology
1521-6934	Best Practice & Research Clinical Obstetrics & Gynaecology
1521-6942	Best Practice & Research Clinical Rheumatology

0045-2068	Bioorganic Chemistry
0268-960X	Blood Reviews
0889-1591	Brain, Behavior, and Immunity
0278-2626	Brain and Cognition
0093-934X	Brain and Language
1053-8100	Consciousness and Cognition
0143-4160	Cell Calcium
0361-476X	Contemporary Educational Psychology
0008-8749	Cellular Immunology
1521-6616	Clinical Immunology
0010-0285	Cognitive Psychology
1045-2354	Critical Perspectives on Accounting
0195-6671	Cretaceous Research
0885-2308	Computer Speech and Language
0305-7372	Cancer Treatment Reviews
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1553-7250	The Joint Commission Journal on Quality and Patient Safety
1936-878X	JACC: Cardiovascular Imaging
0380-1330	Journal of Great Lakes Research
0974-3227	Journal of Hand and Microsurgery
1570-6443	Journal of Hydro-environment Research
0022-202X	Journal of Investigative Dermatology
0025-6196	Mayo Clinic Proceedings
1525-8610	Journal of the American Medical Directors Association
1525-1578	The Journal of Molecular Diagnostics
1553-4650	Journal of Minimally Invasive Gynecology
1939-8654	Journal of Medical Imaging and Radiation Sciences
0027-9684	Journal of the National Medical Association
1094-6950	Journal of Clinical Densitometry
0099-2399	Journal of Endodontics
1701-2163	Journal of Obstetrics and Gynaecology Canada
0949-2658	Journal of Orthopaedic Science
2950-3701	Journal of Sustainable Finance and Accounting
1538-7836	Journal of Thrombosis and Haemostasis
1556-0864	Journal of Thoracic Oncology
1051-0443	Journal of Vascular and Interventional Radiology
0085-2538	Kidney International
0023-6837	Laboratory Investigation
0210-5691	Medicina Intensiva
0893-3952	Modern Pathology
2950-6425	Peace and Sustainability
1130-1473	Neurocirugía
0365-6691	Archivos de la Sociedad Española de Oftalmología
2589-4196	Ophthalmology Glaucoma
0161-6420	Ophthalmology
2468-6530	Ophthalmology Retina
0001-6519	Acta Otorrinolaringológica Española
1699-8855	Revista Española de Patología
1136-1034	Revista de Psicodidáctica
1279-8479	Médecine de Catastrophe - Urgences Collectives
0190-0528	Rangelands
2605-1532	REC: CardioClinics
0121-8123	Revista Colombiana de Reumatología

0300-8932	Revista Española de Cardiología
0034-9356	Revista Española de Anestesiología y Reanimación
0377-4732	Revista Española de Medicina Legal
2253-654X	Revista Española de Medicina Nuclear e Imagen Molecular
1699-258X	Reumatología Clínica
0048-7120	Rehabilitación
0033-8338	Radiología
0214-1582	Revista de Senología y Patología Mamaria
1550-7289	Surgery for Obesity and Related Diseases
0040-5957	Therapies
0022-3166	The Journal of Nutrition
2352-0078	Toxicologie Analytique et Clinique
0301-5629	Ultrasound in Medicine & Biology
1467-2987	Veterinary Anaesthesia and Analgesia
2666-5719	F&S Reviews
2666-335X	F&S Science
0022-3549	Journal of Pharmaceutical Sciences
0272-6386	American Journal of Kidney Diseases
1542-3565	Clinical Gastroenterology and Hepatology
0363-5023	The Journal of Hand Surgery
0278-2391	Journal of Oral and Maxillofacial Surgery
1526-5900	The Journal of Pain
1051-2276	Journal of Renal Nutrition
0894-7317	Journal of the American Society of Echocardiography
1071-3581	Journal of Nuclear Cardiology
0741-5214	Journal of Vascular Surgery

**CONSENT
OCTOBER 16-17, 2024**

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved 7 provisional certificates for the 2018-2019 school year.
June 2019	Board approved 11 provisional certificates for the 2018-2019 school year.
August 2019	Board approved 3 provisional certificates for the 2018-2019 school year
August 2021	Board approved 2 provisional certificates for the 2021-2022 school year
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved 4 certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year and procedures for the management of emergency provisional certificates.
December 2023	Board approved 117 provisional certificates for the 2023-2024 school year.
February 2024	Board approved 26 provisional certificates for the 2023-2024 school year.
April 2024	Board approved 10 provisional certificates for the 2023-2024 school year.
June 2024	Board approved three provisional certificates for the 2023-2024 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND

Section 33-1201, Idaho Code, requires that every person who is employed to serve in any elementary or secondary school as a “teacher, supervisor, administrator, education specialist, school nurse or school librarian” “holds a certificate issued under authority of the state board of education, valid for the service being rendered.” Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two

**CONSENT
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years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

School districts receive the same level of funding for staff with an emergency provisional certificate as they receive for an individual with a standard certificate. Funding for long-term substitutes is at the same level as non-certified classified staff.

DISCUSSION

The Department of Education received 11 complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) by August 28, 2024.

The Certification Department of the Idaho Department of Education reviewed each candidate's full application. Each candidate presented below, requesting Instructional certificate(s)/endorsement(s), has completed at least two years of college training, making them eligible for emergency provisional certificate consideration. Each LEA has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The Idaho Department of Education is requesting authorization to issue provisional certificates as presented below.

Snake River School District #052

1. **Applicant Name:** Brandy Austin
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 78 credits
Declared Emergency Date: 7/17/2024
Hire/Assignment Date: 8/1/2024
Summary of Recruitment Efforts: The district advertised four open kindergarten teacher positions internally and externally in the late winter of the 23-24 SY. Admins reached out to certified teachers working in the district and others living in and around the school district to invite them to apply. A selection committee interviewed eight candidates who were qualified for the open positions and those who had worked in the school district who were working towards certification. Since the current candidate has worked effectively in the school district as a short-and-long-term substitute and is on her way to completing her teacher-preparation program, the selection committee is confident she will be a benefit to the students and the team of teachers.

Grace Joint School District #148

2. **Applicant Name:** Suzanne Hill
Certificate: Provisional
Endorsement(s): Health (6-12); Science-Middle Level (5-9); History (6-12)

**CONSENT
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College Training: 82 credits

Declared Emergency Date: 7/10/2024

Hire/Assignment Date: 7/10/2024

Summary of Recruitment Efforts: This is a position that has been hard to fill for multiple reasons. First, it is difficult mainly because it involves different levels. It has been a split position between the elementary and junior high/high school. The former teacher taught kindergarten, as well as JH/HS material. This provisional is for the JH/HS portion. Two applicants applied, while only one was qualified to receive an emergency provisional, as the other individual had already used a provisional last year. The difference this year is it will be three different assignment codes and three different endorsement codes. No other qualified applicants were received. We have had difficulty filling these positions due to lower counted enrollment and finding someone whose schedule permits them to do the job as it's intended without hiring another FTE. The district is already over our support unit allotment.

Hagerman Joint School District #233

3. **Applicant Name:** Jacob Hicks

Certificate: Provisional

Endorsement(s): Physical Education (6-12); Health (6-12)

College Training: MA

Declared Emergency Date: 8/7/2024

Hire/Assignment Date: 8/19/2024

Summary of Recruitment Efforts: The position was posted on EdJobs as well as listed on the school district website and the district Facebook page. Staff members also attempted to recruit other known educators.

Mountain View School District #244

4. **Applicant Name:** Kristee Orford

Certificate: Provisional

Endorsement(s): All Subjects (K-8)

College Training: 5 credits

Declared Emergency Date: 7/18/2024

Hire/Assignment Date: 6/25/2024

Summary of Recruitment Efforts: It is very difficult to find certified teachers who are willing to move to the rural area. The school picks the most qualified out of the very limited pool of applicants that they feel will not only do the job but work well with the school culture and staff.

5. **Applicant Name:** Megan Rambo

Certificate: Provisional

Endorsement(s): All Subjects (K-8)

College Training: 5 credits

Declared Emergency Date: 7/18/2024

Hire/Assignment Date: 6/25/2024

Summary of Recruitment Efforts: It is very difficult to find certified teachers who are willing to move to the rural area. The school picks the most qualified

**CONSENT
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out of the very limited pool of applicants that they feel will not only do the job but work well with the school culture and staff.

Payette School District #371

6. **Applicant Name:** Aeaverie Burns-Curry
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 76
Declared Emergency Date: 8/12/2024
Hire/Assignment Date: 8/12/2024
Summary of Recruitment Efforts: Several rounds of elementary positions were posted, and positions were offered throughout the Summer of 2024. One of the accepted positions needed a VISA that could not be obtained during the 24-25 school year. The current candidate does have a degree plan that shows Winter 2026 as the student teaching timeframe, but by her completed credits, she's not far along enough to be eligible for an Alternative Authorization.

Applicant Name: Blake Garcia

7. **Certificate:** Provisional
Endorsement(s): World Language - Spanish (6-12); Health (6-12)
College Training: 74
Declared Emergency Date: 8/12/2024
Hire/Assignment Date: 8/12/2024
Summary of Recruitment Efforts: The position was initially posted in March 2024. No applications were received until July. The second candidate did not have enough college credits to qualify for an Emergency Provisional. The position was posted on numerous platforms including contacting reaching out to colleges and community agencies. The position was also posted as part-time with hopes of filling the position.

Filer School District #413

8. **Applicant Name:** Marisa Crozier
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 100 credits
Declared Emergency Date: 8/14/2024
Hire/Assignment Date: 8/21/2024
Summary of Recruitment Efforts: The beginning of August, the school realized they did not have a credentialed math teacher for Algebra I. They opened the position on the school webpage and EdJobs Idaho. They received one applicant. They hired the applicant. They will finish their degree by May of 2025 and will then enroll in a certification program.

Minidoka County School District #331

9. **Applicant Name:** Emma Van Every
Certificate: Provisional
Endorsement(s): All Subjects K-8

**CONSENT
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College Training: 123 credits

Declared Emergency Date: 8/26/2024

Hire/Assignment Date: 8/26/2024

Summary of Recruitment Efforts: Not eligible for an Alternative Authorization. Will be student teaching in the 25-26 school year. The job was posted on the district website and job boards. The interview committee interviewed three applicants that were the most qualified. Documentation of verification of applicants included with application.

Compass Public Charter School #455

10. **Applicant Name:** Andrea Crichton

Certificate: Provisional

Endorsement(s): All Subjects (K-8)

College Training: 49 credits

Declared Emergency Date: 7/11/2024

Hire/Assignment Date: 7/11/2024

A total of four positions came open for kindergarten classes. The school was able to fill three of the four with applicants and by moving current teachers around. This candidate has extensive experience in the primary grades as a classified paraprofessional.

Treasure Valley Classical Academy #532

11. **Applicant Name:** Brianna Bennett

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 7/30/2024

Hire/Assignment Date: 7/31/2024

Summary of Recruitment Efforts: School leadership attended the Hillsdale Hiring Conference in February 2024. Faculty and leadership did personal outreach to colleges (EOU, BSU, U of I, BYU and George Fox). Leadership attended college job fairs at BSU, U of I, and NNU. Social Media outreach was done via various platforms and professional outreach was done by faculty members. Two formal applications were received for elementary positions. One was hired for 5th grade, leaving a kindergarten position open. No new applicants have been received as of 7/28/24.

IMPACT

If the Board approves the request, the Idaho Department of Education will be authorized to issue emergency provisional certificates to the qualifying candidates. An emergency provisional certificate is effective for one (1) year. No financial penalties will be assessed to the LEA while an emergency provisional certificate is in effect.

If the Board does not approve the request, the Idaho Department of Education will not be authorized to issue the requested emergency provisional certificates. The school district would be required to pursue other hiring options and may face financial impact.

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BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2024-2025 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends that the Board authorize the Idaho Department of Education to issue one-year provisional certificates for candidates 1-11 as presented above.

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidates 1-11 as presented above, effective for the 2024-2025 school year only, and pending a clear background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
OCTOBER 16-17, 2024**

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership (Council) Membership

REFERENCE

April 2018	Board appointed two current members to the Council and one new member.
June 2018	Board appointed two members to the Council.
August 2018	Board appointed one new member and re-appointed a former member to the Council.
June 2019	Board appointed three new members to the Council.
August 2019	Board appointed one new member to the Council.
October 2019	Board appointed one new member to the Council.
April 2020	Board appointed one new member and re-appointed two members to the Council.
June 2020	Board appointed four new members and re-appointed one member to the Council.
October 2020	Board appointed two new members to the Council.
June 2021	Board appointed one new member and re-appointed four members to the Council.
August 2021	Board appointed two new members to the Council.
October 2021	Board appointed one new member to the Council.
December 2022	Board appointed three new members to the Council.
October 2023	Board appointed one current member to the Council.
December 2023	Board appointed five new members to the Council.
June 2024	Board appointed two new members to the Council.
August 2024	Board re-appointed two members to the Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section IV.G.

Idaho Code § 33-2202

Idaho Code § 33-2303

Code of Federal Regulations 34 CFR § 361

BACKGROUND/DISCUSSION

Code of Federal Regulations (34 CFR § 361.17) sets out the requirements for the State Rehabilitation Council, including the appointment and composition of State Rehabilitation Councils. The regulations require members of state councils to 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. Idaho Code § 33-2303 designates the State Board for Career Technical Education as that entity. Idaho Code § 33-2202 designates the State Board of Education as the State Board for Career Technical Education “for

CONSENT
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the purpose of carrying into effect any acts by Congress “affecting vocational rehabilitation.”

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, or another individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of, and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
- 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 Regulations specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR § 361.5(b)(28) 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 (2) 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

CONSENT
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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 three (3) nominations and one (1) re-appointment for Board consideration as follows:

The Council is recommending appointment of Clay Long as a representative of the Idaho Workforce Development Committee.

The Council is recommending appointment of Feather Holt as a representative of American Indian Vocational Rehabilitation Services.

The Council is recommending appointment Linda Thomas as a representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act.

The Council is recommending re-appointment of Jami Thomas as a representative of a Statewide Independent Living Council.

IMPACT

The reappointments will maintain compliance with CFR 34 Part 361.16 and result in sixteen (18) total members.

ATTACHMENTS

Attachment 1 – Current Council Membership, applications and resumes of the nominees aforementioned.

STAFF COMMENTS AND RECOMMENDATIONS

TBD

BOARD ACTION

I move to appoint Clay Long as a representative of the Workforce Development Council for a three-year term, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Feather Holt as a representative of American Indian Vocational Rehabilitation Services for a three-year term, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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I move to appoint Linda Thomas as a representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to re-appoint Jami Thomas as a representative of a Statewide Independent Living Council established pursuant to section 682(a) of the Individuals with Disabilities Education Act, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

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

The Division of Career Technical Education, through a variety of programs under the Division, collaborate to provide services to those served by Vocational Rehabilitation. I believe with an individual from the Division to serve on the SRC, we could increase and continue to build the synergy and services being provided through our respective programs to the same clients.

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

Name: <input type="text" value="Idaho Workforce Development Council"/>	Term Date: <input type="text" value="2019 - current"/>
Name: <input type="text" value="CapEd Supervisory Committee"/>	Term Date: <input type="text" value="2022 - current"/>
Name: <input type="text" value="Light My Fire, Inc."/>	Term Date: <input type="text" value="2023 - current"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

No Yes If "Yes" please explain:

Note: my schedule is busy, however, with enough lead time, I am able to make meetings work with my schedule. In the event I am unable to attend, and it be permitted by policy, I would ensure I have a representative attend on my behalf.

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

Disability

Yes No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL
ATTN: Council Secretary
650 West State Street, Room 150
P.O. Box 83720
Boise, Idaho 83720-0096

CLAY LONG

SCHOOLING

DOCTOR OF PHILOSOPHY – EDUCATIONAL LEADERSHIP
EDUCATION SPECIALIST – EDUCATION LEADERSHIP
NORTHWEST NAZARENE UNIVERSITY

MASTERS OF EDUCATION – EDUCATIONAL LEADERSHIP
CONCORDIA UNIVERSITY

BACHELORS OF SCIENCE – BUSINESS ADMINISTRATION
LEWIS-CLARK STATE COLLEGE

SKILLS

LEADERSHIP • PROJECT MANAGEMENT • STAFF TRAINING
& DEVELOPMENT • PUBLIC SPEAKING • CONFLICT
RESOLUTION • BUDGETING DEVELOPMENT AND
MANAGEMENT • CUSTOMER SERVICE • EXCEPTIONAL
INTERPERSONAL COMMUNICATIONS • MARKETING
MANAGEMENT • TEAM BUILDING • CONFERENCE
MANAGEMENT • CONTRACT NEGOTIATIONS • COMPUTER
LITERATE • CURRICULUM DEVELOPMENT

CERTIFICATIONS

IDAHO ADMINISTRATOR CREDENTIAL
CTE ADMINISTRATOR
PRE-K-12 PRINCIPAL
PRE-K-12 SUPERINTENDENT

IDAHO TEACHING CREDENTIAL
ADVANCED OCCUPATIONAL CERTIFICATION
FIRE CONTROL/SAFETY TECHNOLOGIES
BUSINESS MANAGEMENT/FINANCE
MICROCOMPUTER APPLICATIONS

VOLUNTEER LEADERSHIP

SKILLSUSA IDAHO, BOARD CHAIR
NATIONAL BPA, BOARD CHAIR
LCSC TREASURE VALLEY ALUMNI, PRESIDENT
DRUG FREE IDAHO, VICE-PRESIDENT

AFFILIATIONS

ASSOCIATION FOR CAREER & TECHNICAL EDUCATION
CAREER & TECHNICAL EDUCATORS OF IDAHO
IDAHO CAREER & TECHNICAL EDUCATION FOUNDATION
NAMPA CHAMBER OF COMMERCE
NATIONAL ASSOCIATION OF
SECONDARY SCHOOL PRINCIPALS
NATIONAL BUSINESS EDUCATION ASSOCIATION

EXPERIENCE

LISTED CURRENT TO PAST

STATE OF IDAHO

DECEMBER 2019 – PRESENT

STATE ADMINISTRATOR | DIVISION OF CAREER TECHNICAL EDUCATION

- Provide statewide vision, leadership, oversight and accountability for the state's Career Technical Education (CTE) system at the secondary and postsecondary levels.
- Expand and improve delivery of quality CTE programs that meet the needs of all students, including those in rural and remote areas, using multiple instructional modalities (i.e. in-person, blended and online).
- Administer the state agency/statewide system of CTE in accordance with Idaho Code, administrative rules, and State Board of Education Policies.
- Provide leadership and oversight in the development of the Division's budget request and proposed legislation and assist secondary and postsecondary schools with growth strategies to meet the needs of the Idaho workforce.
- Develop and maintain strong partner relationships with secondary and postsecondary instructors and administrators; business and industry; and other stakeholders.
- Cultivate strong relationships with policymakers to build and sustain understanding of, and support for, CTE. Lead with proactive and authentic advocacy.

CITY OF NAMPA

JULY 2019 – DECEMBER 2019

CHIEF OF STAFF | MAYOR DEBBIE KLING

- Provide strategic oversight of City's Risk Management Program
- Provide leadership and foster collaboration for overall city assessment and strategic planning
- Provide oversight and serve liaison to all boards and commissions

NAMPA SCHOOL DISTRICT

JULY 2015 – JUNE 2019

ASSISTANT DIRECTOR, CAREER & TECHNICAL EDUCATION

- Deliver technical assistance and resources to teachers, building and district administrators, and counselors to support student learning outcomes within all CTE program areas.
- Present CTE updates and spotlights to School Board and Superintendent.
- Provide guidance on Technical Advisory Committees, CTSDs, course standards, teacher certification, and other components of quality program of studies.
- Collect, prepare, and produce all state and federal compliance data and reports.
- Develop, allocate, and monitor financial controls and policies for ASB, State, and Federal funds.
- Create and execute comprehensive marketing plan and branding of Nampa CTE and programs.

CAREER & TECHNICAL EDUCATORS OF IDAHO

JULY 2017 – AUGUST 2018

STATE PRESIDENT

- Provide state-wide vision and leadership to foster stakeholder driven development of the Strategic and Long-Range Plan.
- Promote positive working relationships between elected officials, State Board of Education, Career & Technical Education state leaders.
- Develop and update comprehensive membership and marketing platform.
- Represent CTEI at Regional, State, and National Meetings and Conferences.
- Develop collaborative relationships with other States Associations, their staff, and National Staff which lead to increased recognition of CTEI programs and initiatives.



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

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

I have been building up our Nez Perce Tribe Vocational Rehabilitation Services Transition Program. Before I became director, there was little to no relationship with any of the school districts among the Nez Perce Reservation and only one transition student enrolled in services. Since, becoming Director in 2023 (officially) our NPTVRS has been conducting a Transition class in the Lapwai High School and provide vocational counseling for several school districts as well. I feel like I am at the beginning of my Transition journey and look forward to collaborating and gaining knowledge and resources by participating in as many professional development and programs as possible.

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

Name: <input type="text" value="Idaho Children's Trust Fund"/>	Term Date: <input type="text" value="2023-2026"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

No Yes If "Yes" please explain:

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

Disability

Yes No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

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

FEATHER HOLT

To obtain a position that creates opportunity to serve and assist Individuals with Disabilities access resources and tools to improve their quality of life.

EXPERIENCE

APRIL 2022 – PRESENT DAY

DIRECTOR, NEZ PERCE TRIBE VOCATIONAL REHABILITATION SERVICES

Supervising Voc Rehab team, creating policy and procedure, following grant guidelines, servicing people with disabilities, providing opportunities to help a vulnerable population make meaningful connections to programs and people of support and services and obtain employment.

FEBRUARY 2020 – APRIL 2022

ADVOCATE OF SAFETY AND WELLNESS, NEZ PERCE TRIBE UUYIT KIMTI

Working with victims of violence, providing support and resources for victims of domestic violence and elder abuse. Navigating and guiding the court system with the victims and providing a safe space for victims to heal and empower them to self-advocate.

NOVEMBER 2016 – AUGUST 2019

INDIAN CHILD WELFARE CASEWORKER, NEZ PERCE TRIBE CPS

Supervising College Interns, New Employees and Case Management and reuniting families navigating the family court system, providing education and safe alternatives to protect children and provide support during the foster care process, reunification, and guardianship process.

EDUCATION

MAY 2000-2006

B.S. ELEMENTARY EDUCATION, UNIVERSITY OF IDAHO

JUNE 2022-DEC. 2023

TRIBAL VOCATIONAL REHABILITATION CERTIFICATE, NORTHWEST INDIAN COLLEGE

SKILLS

- Knowledge of families and local resources
- Ability to find solutions that seem impossible.
- Ability to create policy and procedure
- Empathy and compassion
- Ability to work with all people.
- Aware of biases and prejudices



CONSENT
OCTOBER 16-17, 2024 ATTACHMENT 1
State Rehabilitation Council
application Form

Name: Linda Thomas

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

Currently working for Idaho Parents Unlimited as their South West Transition Coordinator. Looking forward to contributing to the community and becoming more involved with all organizations that service individuals with disabilities.

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

Name: Term Date:

Received

Name: Term Date:

JUL 05 2024

Name: Term Date:

...ations Support Center

Name: Term Date:

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings? No Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance. Disability
Yes No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

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

Linda Thomas

Skills

- Event coordination
- Relationship building
- Organizational skills
- Collaboration with local resources
- Experience teaching outdoor education
- Quick learner and self motivated
- Microsoft software proficiency

Education And Training

05/2007

Bachelor Of Science

Parks And Recreation

Utah State University

Logan, UT

Received

JUL 05 2024

Operations Support Center

Summary

Energetic educator and advocate with a strong background in fostering relationships and enhancing learning outcomes. Resourceful, great at multitasking and delegating. Ambitious to start a career that involves the community. Passionate about helping others.

Experience

Boise, ID | 04/2022 - current

Family Advocates Program Inc. Guardian ad Litem (volunteer)

- Advocate for abused and neglected children in court.
- Build relationships with and interview parents, foster parents, doctors, teachers, doctors, family members of foster children and other people that play a significant part in the child's life.
- Monthly visits with children to build a relationship and determine what services the child might benefit from.
- Attend meetings regularly with social workers, therapists, parents and attorneys.
- Participate in continuing education courses related to child development, trauma, family and local resources.

Meridian, ID – 06/2022 - 05/2023

Wildbeginnings Nature School-Outdoor preschool teacher

- Managed 8-10 preschool aged students in public outdoor setting in all weather.
- Wrote, prepared and implemented lesson plans, activities and games.
- Engaged students in story time, sensory play, nature based lessons, hiking and exploring.
- Created a safe environment for children to play freely and understand boundaries, safety precautions and how to follow rules.

Meridian, ID – 12/2017 - 03/2020

VIPKID - ESL Teacher

- Encouraged students to participate and interact by creating individual games and activities for each student.
- Wrote, prepared and submitted regular progress reports and lesson summaries.
- Communicated regularly with students and parents to ensure understanding and to personalize lesson plans.
- Increased ESL students' reading levels by integrating online word games and altering lesson plans for students needing extra guidance.

Bailey, CO – 08/2015 - 08/2016

The Resource Exchange - Playgroup Coordinator

- Strengthened community engagement strategies to boost program outreach across rural Colorado.
- Collaborated on strategies to enhance student learning and behavior alongside parents and teaching staff.
- Planned, organized, and implemented lessons, activities, music and field trips for toddler aged children and their caregivers.
- Reached out to individuals and assisted them in obtaining local and government assistance such as WIC, Medicaid, and early childhood development programs.

Denver, CO – 09/2008 - 08/2015

Sleep Works - RPSGT/Sleep Lab Technician And Manager

- Organized outreach to local doctors to find new patients.
- Summarized technical data to assist physicians to diagnose brain, sleep or nervous system disorders.
- Monitored patients during tests using electroencephalographs (EEG), evoked potential (EP) instruments or video recording equipment.
- Calibrated, repaired and maintained test equipment and devices.
- Managed inventory and ordering of laboratory supplies for multiple locations.

Hyrum, UT – 08/2007- 08/2009

Utah Division Of Wildlife Resources - Educator Assistant

- Collaborated with US Fish and Wildlife Services, other local resources and local school districts to provide safe and educational outdoor experiences.
- Purchased materials and developed lesson plans for outdoor education opportunities that correlated with state curriculum standards.
- Built relationships and communicated with local resources to organize community education events and activities.
- Kept inventory and ordered supplies for multiple lesson plans and events.
- Prepared reports and maintained administrative records.



CONSENT
OCTOBER 16-17, 2024
STATE REHABILITATION COUNCIL
APPLICATION FORM

ATTACHMENT 1

Name: Jami Davis
Mailing Address:
Home/Cell Phone:
Work Phone:
E-Mail:

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

TO REPRESENT THE STATE INDEPENDENT LIVING COUNCIL AND HELP TO CONTINUALLY IMPROVE THE QUALITY OF VR SERVICES TO IDAHOANS

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

Name: Term Date:
Name: Term Date:
Name: Term Date:
Name: Term Date:

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

[X] No [] Yes If "Yes" please explain:

[Empty box for explanation]

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

Disability

[X] Yes [] No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

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

Jami Davis

Boise, Idaho

Experience

Jannus Inc

February 2019 – Present

Idaho Suicide Prevention Hotline

Backup Hotline Supervisor

- Supervise volunteer phone responders using clinical decision making skills
- Developed programs to educate and train community leaders and residents on suicide prevention and awareness
- Completed over 60 hours of training on suicide prevention and ASIST training
- Extensive research surrounding disability and suicide risk factors, prevention and postvention

State of Idaho

November 1999 - Present

State Independent Living Council

Program Specialist

- Technical assistance for ABLE (Achieving a Better Life for Everyone) Savings Account
- Community and partner agency outreach for emergency preparedness
- Community and partner agency outreach on COVID-19 vaccine information and clinics
- Built a Statewide Youth Advisory Committee to help youth with disabilities become advocates and leaders in their community
- Implemented a week-long Youth Leadership Forum for youth with disabilities to teach about the political process, education, and vocational training available to them
- Monitor grant budget for compliance programmatically and budgetarily
- Serve as liaison for partner agencies on projects and committees
- Helped facilitate and develop the State Plan for Independent Living in 2012, 2015 and 2018
- Meet with Legislators to educate about disability issues in the State
- Participate in committees and workgroups to help ensure accessibility and fair treatment of individuals with disabilities

Public Employee Retirement System of Idaho

Administrative Assistant and Disability Specialist

- Served as the only disability specialist for the State of Idaho and managed the disability program from pre-application to applicant service retirement at age 65
- Explained PERSI disability program and initiated disability application for PERSI members
- Liaison between member and Third Party Administrator for disability
- Developed retirement workshops for PERSI members
- Supported PERSI survey program; data entry, tracking, reporting and distribution

Jami Davis

Boise, Idaho
[REDACTED]
[REDACTED]

Department of Health & Welfare

AABD Office Specialist

- Provided high level support functions for the Aid to Aged, Blind and Disabled programs including, reviewing and processing documents, explaining complex laws, policies, procedures, and determining program eligibility criteria
- Performed extensive research and analysis of sensitive issues, including accessing interfaces with outside sources/agencies to independently determine an appropriate course of action
- Used a variety of computer applications to create professional correspondence and reports, enter and retrieve data and maintain records systems

Idaho State School and Hospital - H&W

Disability Technician Lead

- Supervised 21 employees to ensure a safe environment for clients and staff
- Provided direct care to individuals with disabilities
- Taught and supervised individualized Activities of Daily Living (ADL) and worked with individuals to meet their personal goals
- Advocated on behalf of individuals to transition into the community
- Worked individually with clients on vocational skills that would be needed to be successful in the community

Education

Western New Mexico University, Bachelor of Social Work

2016 – 2018

- Magna Cum Laude
- President's List

College of Western Idaho

2014 – 2016

- Liberal Arts classes

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SRC Membership Composition

ATTACHMENT 1

Members Shall Represent	Representation Required	Name	Region	Term	Term Dates	Voting Member	#
Former Applicant or Recipient of VR services	Minimum 1	Mark Reinhardt	Treasure Valley	1st	12/21/2022-12/20/2025	Yes	1
		Stephanie Taylor-Thompson	Eastern Idaho	2nd	8/21/2024 8/22/2027	Yes	2
Parent Training & Information Center	Minimum 1	Vacant					
Client Assistant Program	Minimum 1	Nancy Grant	Treasure Valley	1st	Effective 12/21/2022 No term limit	Yes	3
General VR Counselor	Minimum 1	Vacant	Treasure Valley	1st			
Pre-ETS VR Counselor		Kent Ireton	South Central	1st	12/13/2023 12/12/2026	No	4
Community Rehabilitation Program	Minimum 1	Danielle Larsen	North Idaho	1st	06/12/2024-6/13/2027	Yes	5
Business, Industry and Labor	Minimum 4	Diana Colgrove	North Idaho	1st	12/21/2022-12/20/2025	Yes	6
		Jeff DeForest	Treasure Valley	1st	12/13/2023 12/12/2026	Yes	7
		Lucas Rose	North Idaho	1st	12/13/2023 12/12/2026	Yes	8
		Angie Tuft	Treasure Valley	1st	12/13/2023 12/12/2026	Yes	9
		Vacant					
Disability Groups	No minimum or maximum	Tim Blonsky	Treasure Valley	2nd	8/26/2022-8/25/2027	Yes	10
		Janice Carson	North Idaho	1st	06/12/2024-6/13/2027	No	11
		Dave Maxwell	Treasure Valley	2nd	6/01/2022-5/31/2025	Yes	12
		Vacant			Vacated 08/31/2023		
State Independent Living Council	Minimum 1	Jami Davis	Treasure Valley	1st	10/21/2021-10/20/2024	Yes	13
Department of Education	Minimum 1	Randi Cole	Treasure Valley	2nd	10/18/2023-10/17/2026	No	14
Director of Vocational Rehabilitation	Minimum 1	Judy Taylor	Treasure Valley	No end date		No	15

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SRC Membership Composition

ATTACHMENT 1

Idaho's Native American Tribes	Minimum 1	Vacant		No end date			
Workforce Development Council	Minimum 1	Vacant					

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OCTOBER 16-17, 2024

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION (DIVISION)

SUBJECT

Request to Waive the Three-Year Limit on an Interim Limited Occupational Specialist Certification

REFERENCE

August 2017	The Division of Career Technical Education provided information about its first InSpIRE Cohort group during the Divisions annual progress report presentation, including information that some participants will need a one-year certificate extension in order to achieve the minimum of a Standard Occupational Specialist (SOS) Certificate upon renewal.
June 2018	The Board approved a waiver of IDAPA 08.02.02.015.06.b for one year for individuals participating in the first InSpIRE Cohort.
August 2019	Board approved the waiver of IDAPA 08.02.02.015.06.b for one year for J. Young and J. Collier, extending the time to complete LOS requirements.
March 2022	IDAPA 08.02.02 was amended, effectively relocating 08.02.02.015.06.b to 08.02.02.015.04.c.ii.
October 2023	Board approved the waiver of IDAPA 08.02.02.015.04.c.ii for one year for B. Krupp, extending the time to complete LOS requirements.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section VII.C.
Section 33-1204, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02 – Section 015.04.c.ii

BACKGROUND/DISCUSSION

Individuals coming from the private sector into the career technical education (CTE) teaching profession are awarded a Limited Occupational Specialist (LOS) certification for up to three (3) years while they meet the necessary requirements to obtain a Standard Occupational Specialist teaching certification.

Pursuant to IDAPA 08.02.02.015.04.c (numbered IDAPA 08.02.02.015.06.b prior to the March 2022 IDAPA amendments), Limited Occupational Specialist (LOS) Certificates are issued one time for a three-year validity period. It is during this three-year period that successful applicants must complete one of two pathways; pathway I requires the completion of identified coursework; and pathway II requires completion of the Division's cohort training program. At the successful completion of the chosen pathway, the teacher is eligible to be awarded a standard

**CONSENT
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occupational specialist certificate. The standard certificate is a five-year renewable certificate.

In September 2021, Richard Stimpson, an Idaho educator working in the Minidoka County Joint School District receive a LOS Certificate and endorsed in the following CTE program areas:

- 0119 CTE OS – Agribusiness (6-12)
- 6236 CTE OS – Certified Welding (6-12)

Mr. Stimpson’s LOS certificate expired August 31, 2024. Extenuating circumstances prevented Mr. Stimpson from completing all of the requirements associated with the LOS Certificate.

- Mr. Stimpson was hired just after the start of the 2021-2022 school year. Due to availability of instruction, Mr. Stimpson was not able to enter the Division’s cohort training program until the end of his first year of teaching.
- Mr. Stimpson scheduled to participate in the cohort training program during Summer 2023, for health reasons, Mr. Stimpson was unable to participate in the program at this time.
- Mr. Stimpson participated in the program during Summer 2024, but was not able to completed all of the program requirements due to the need to pause participation of the program in Summer 2023.

In order to complete the requirements of the LOS and move to the standard occupational certification, Mr. Stimpson will need an extension of the three-year time restriction for the LOS. In order to provide the extension, the Board will need to waive the requirement in IDAPA 08.02.02. Mr. Stimpson is currently enrolled in the cohort program and is on track to complete all of the program requirements by August 31, 2025.

IDAPA 08.02.01.007 allows the Board to consider waiving a section of “any rule not required by state or federal law to any school district upon written request”.

IMPACT

Approval of this request would allow Mr. Stimpson to remain certificated and provide the time necessary to complete the cohort training program and completion of the LOS certificate requirements and move to the standard occupation certificate without distribution to the school’s program.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the request.

BOARD ACTION

I move to approve the request by the Division of Career Technical Education to waive the three-year limit of the interim certificate in IDAPA 08.02.02.015.04.c.ii for one year for Rick Stimpson.

**CONSENT
OCTOBER 16-17, 2024**

Moved by _____ Seconded by _____ Carried Yes No _____