

Lakeland Joint School District #272

15506 N. Washington St.
Rathdrum, ID 83858
208-687-0431



**LJSD Vision: A community committed to academic excellence ...
dedicated to student success.**

Board Action Item Request

AGENDA ITEM: KTEC HVAC Invoice

MEETING DATE: October 1, 2025

PREPARED BY: Jessica Grantham

INFORMATIONAL SUMMARY

Avista Utilities requested an easement along the District's property line adjacent to KTEC, which was approved at the February 19, 2025, Lakeland Joint School District Board Meeting. The easement allowed Avista to install a gas line to serve both KTEC and the District if/when the District develops its parcel of land. This installation supports KTEC's plan to convert from non-functional geothermal boilers to a gas HVAC system.

At the June 18, 2025, KTEC Governing Board Meeting, a motion was approved to move forward with the HVAC repair and ditch installation, with costs split evenly between the three participating districts. Lakeland's then-Superintendent voted in favor of this motion.

FISCAL CONSIDERATION

This expense was not included in the FY2025-26 budget.

The District's School Modernization Funds interest account has a current balance of \$564,549.36. We anticipate an additional \$550,000 in earnings, for an estimated ending balance of \$1,114,549.36. Of this, \$650,000 has already been committed to the General Fund to offset FY2026 facilities expenses, leaving \$464,549.36 available for discretionary facility projects.

RECOMMENDATION

Approve payment of \$72,761.34 to KTEC for HVAC installation by transferring School Modernization Funds interest into the General Fund.

ATTACHMENTS:

LJSD February 19, 2025 Agenda Packet & Meeting Minutes
KTEC DRAFT June 18, 2025 Meeting Minutes
KTEC Invoice for HVAC Repairs
KTEC Original MOU
KTEC Amended MOU

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Rathdrum, ID 83858
208-687-0431



**LJSD Vision: A community committed to academic excellence ...
dedicated to student success.**

Board Action Item Request

AGENDA ITEM: Approve/Deny Avista Utilities Easement Request

MEETING DATE: February 19, 2025

PREPARED BY: Jessica Grantham

REQUEST:

Avista Utilities contacted the District to request permission for an easement along our property line adjacent to KTEC. This will allow them to install a gas line that will serve KTEC and the District if/when we develop our parcel of land. The alternative would be to hire a contractor to bore the lines between KTEC and NIC at a higher cost.

I have attached an updated map indicating the location of the gas line along the property line. There is currently a fence in place along this boundary, and Avista has confirmed that the existing fencing will not pose any issues.

RECOMMENDATION:

The Superintendent and CFO recommend that the board approves the easement, which would allow KTEC to convert from non-functional geothermal boilers to gas.

[Proposed Easement Contract](#)
[Updated Map](#)

Return Address:
Avista Corporation
Attn: LuAnn Weingart
Real Estate Department MSC-R-3
P.O. Box 3727
Spokane, Washington 99220-3727

RIGHT OF WAY EASEMENT

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **JOINT SCHOOL DISTRICT NO. 272 OF KOOTENAI COUNTY**, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation, a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor Parcel **R00000070300** located in the Northeast Quarter (NE1/4) of Section 7, T. 51N, R.4W., Boise Meridian in Kootenai County, State of Idaho, legally described in attached **EXHIBIT "A"**, and by this reference is incorporated into this easement:

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace 2" gas main, together with all related appurtenances ("Facilities") on, over, under, along and across a portion of the parcel identified above. The easement shall extend 10 feet from the center line of the Facilities as constructed, the approximate location of which is shown on the attached map marked **EXHIBIT "B"** (the "Easement Area"), and by this reference is incorporated into this easement.
2. **ACCESS AND DAMAGE.** Grantor grants to Grantee a right of ingress, egress and access over and across the Property and Grantor's adjoining property for the purpose stated above, provided the Grantee repairs any damage or compensates the Grantor for any damage to said properties as a result of such access, installation, repair and maintenance.
3. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches, landscaping and trees, including danger trees, within the Easement Area, the Property and on Grantor's adjoining property that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's Facilities or that could interfere with the exercise of Grantee's rights as granted herein.
4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not conflict or interfere with the Grantee's rights herein. Grantor shall not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that may interfere with Grantee's rights or with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws.
5. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee's negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

Page 1 of 4 Avista document no. _____

6. **GRANTOR'S WARRANTY.** Grantor warrants and represents that Grantor has the unrestricted right to grant this easement and the rights described here.

7. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this ____ day of _____, 20__.

GRANTOR: JOINT SCHOOL DISTRICT NO. 272 OF KOOTENAI COUNTY

BY: JESSICA GRANTHAM

Its: CHIEF FINANCIAL OFFICER

STATE OF IDAHO)

) ss.

COUNTY OF KOOTENAI)

I certify that I know or have satisfactory evidence that **JESSICA GRANTHAM** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **CHIEF FINANCIAL OFFICER of JOINT SCHOOL DISTRICT NO. 272 OF KOOTENAI COUNTY** and to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Signature

Print Name

Notary Public for the State of _____

Residing at _____

My Commission Expires _____

Page 2 of 4 Avista document no. _____

EXHIBIT "A"

The Northeast Quarter of Section 7, Township 51 North, Range 4 West. Coise Meridian, Kootenai County, Idaho;

EXCEPT the east 431.76 feet of the north 1,097.00 feet thereof;

ALSO EXCEPT the south 803.65 feet thereof;

ALSO EXCEPT the east 26. 00 feet thereof;

ALSO EXCEPT the west 1450.69 feet thereof;

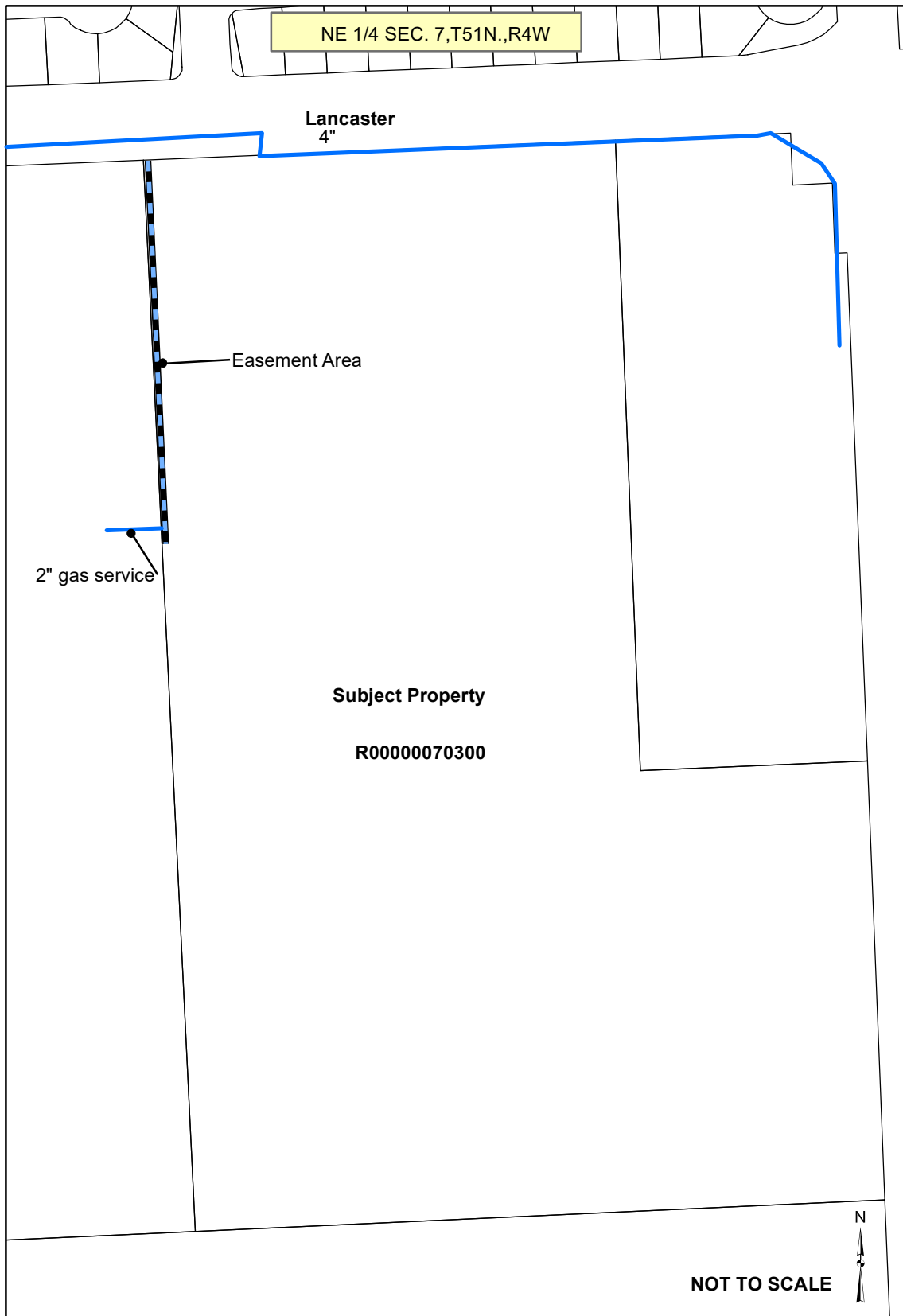
ALSO EXCEPT any portion lying within the right of way of Lancaster Road, the south line of said right of way being 25 feet from the north line of said Northeast Quarter;

ALSO EXCEPT any portion lying within the right of way of Meyer Road, the west line of said right of way being 25 feet from the east line of said Northeast Quarter;

SUBJECT TO:

Existing right of way and easements of record and /or appearing on said tract.

Exhibit "A"



Page 4 of 4 Avista document no. ____



Regular School Board Meeting of the LJSD Board of Trustees

Wednesday, February 19, 2025 6:00 PM
15506 N. Washington Street,
Rathdrum, ID 83858

A. Call Meeting to Order at 6:00 p.m.

Chair Thompson called the meeting to order at 6:00 pm. Trustee Bain, and Trustee Jones were present. Vice Chair Grissom and Trustee Quimby were not in attendance.

B. Welcome Visitors / Pledge of Allegiance

Chair Thompson welcomed all visitors and led all in the pledge of allegiance.

C. Approval of Agenda (Action)

Trustee Jones made a MOTION to approve the agenda, seconded by Trustee Bain. Hearing all ayes, MOTION carried.

D. Announcements

Chair Thompson reminded the audience of the rules and expectations of the board meetings.

E. Public Input (1 Hour)

Ana Schnepf and Carrie Paquette gave public input.

F. Reports

F.1. Financial Report

There was no discussion.

F.2. Class Size Review

The Board held discussion with Superintendent Arnold on the class size review, the increasing class size numbers, librarian led classes, and teacher prep-periods.

G. Consent Agenda

G.1. Minutes of Previous Meeting(s)

There was no discussion.

G.2. Minutes of Subcommittee Meetings

A request was made to separate the minutes by date.

G.3. HR Items

Trustee Thompson asked to address a letter of resignation in Executive Session.

G.4. Regular and Special Bill

The Board asked questions on the Northwest specialty hospital reimbursement, mentor stipend, medication distribution training, homeless families support, and a fingerprint scanner.

Trustee Bain made a MOTION to approve the consent agenda with the modification to the subcommittee minutes, seconded by Trustee Jones. Hearing all ayes, MOTION carried.

H. Old Business

H.1. Superintendent Update

There was no discussion.

H.2. Financial Follow-Up

The Board held discussion with Accounting Specialist Chelsea Pursley on the financial follow-up. The Board requested information on unreimbursable trips from the State for transportation of the high schools and junior high, and the difference with the new State funding formula for transportation.

I. New Business

I.1. Board Policy

The Board held discussion with Superintendent Arnold and Assistant Superintendent Paslay on the Board policies for review. Trustee Bain suggested policy 9100 remain at \$25,000 for board approval but add language to allow the Superintendent to approve a purchase in the event of an emergency. Chair Thompson recommended the policies be returned to the policy committee to add the language. Chair Thompson made a MOTION to table policy 9100 and policy 7400. Seconded by Trustee Bain and hearing all ayes, MOTION carried.

I.2. LJSD Operational Plan

The Board held discussion with Superintendent Arnold on the operational plan. Chair Thompson made a MOTION to approve the LJSD Operational Plan as presented with changing contagious disease back to COVID. Seconded by Trustee Jones, MOTION carried.

I.3. Valedictorians/Salutatorians

There was no discussion. Trustee Jones made a MOTION to approve, seconded by Trustee Bain with a congratulations. Hearing all ayes, MOTION carried.

I.4. Spring Athletic Schedules

There was no discussion. Trustee Jones made a MOTION to approve, seconded by Trustee Bain. Hearing all ayes, MOTION carried.

I.5. Organizational Chart

There was no discussion. Trustee Bain made a MOTION to approve, seconded by Trustee Jones. Hearing all ayes, MOTION carried.

I.6. Prom Dates and Venue

There was no discussion. Trustee Bain made a MOTION to approve, seconded by Trustee Jones. Hearing all ayes, MOTION carried.

I.7. Levy Ballot Resolution

Chair Thompson made a recommendation for delineation in the ballot language specific to Co-curricular and Athletics. Trustee Jones made a MOTION to approve with the recommended change, seconded by Trustee Bain. Hearing all ayes, MOTION carried.

I.8. Avista Easement

There was no discussion. Trustee Jones made a MOTION to approve, seconded by Trustee Bain. Hearing all ayes, MOTION carried.

I.9. STEM Charter MOU

The Board held discussion with Superintendent Arnold on the language, a

request for year specific language to be added, a hold harmless clause, and seeking legal and liability insurance carrier input. Trustee Jones made a MOTION to table pending legal review, seconded by Chair Thompson. Hearing all ayes, MOTION carried.

I.10. Wireless Access Points

The Board requested documentation of the bids to be brought to the next Board meeting. Trustee Bain made a MOTION to table, seconded by Trustee Jones. Hearing all ayes the MOTION passed.

J. Discussion Items

J.1. LHS FCCLA Nationals

In the event LHS FCCLA is able to attend Nationals, then LHS FCCLA will fundraise to pay for the cost to attend.

J.2. Winter Drug Testing

The positive results were for nicotine which remains an ongoing battle.

J.3. 4 Day School Week Survey Results

Trustee Jones made the recommendation to forego focusing on a 4-day school week until after the levy passes. The Board gave Superintendent Arnold direction to continue her fact gathering; however, her focus was to remain on efforts to pass the levy.

J.4. Board Meeting Location

The Board agreed to hold meetings on a quarterly rotation to include the community in the north.

J.5. College and Career Advisor Funding

The Board requested more information on the allocation of the College and Career funding that's received and how it is utilized as discretionary funding.

J.6. Budget Strategies (Position Budgeting, Capital Items, Projects)

Trustee Bain would like the district to transition over to position budgeting and work with this format; Trustee Bain would like the budget to include all capital items and projects in the budget, not have the items and projects come to the Board after the budget has been approved.

K. Possible Action Item From Discussion

There were no additional items.

L. Dates to Remember

M. Board Member Input for Future Agenda Items

N. Enter Into Executive Session (Action)

M.1. Approve/Deny to enter into Executive Session per IC 74-206 (1) (a) (b) (c).

Trustee Bain made a MOTION to enter into executive session, seconded by Trustee Jones. Trustee Quimby called into the meeting by phone for roll call.

Roll call:

Trustee Jones: Yes

Trustee Bain: Yes

Chair Thompson: Yes

Trustee Quimby: Yes

Executive session was entered at 7:26 p.m.

O. Executive Session

O.1. Personnel

The Board held discussion on personnel from 7:26 p.m. until 7:35 p.m. Administration present was Superintendent Arnold and Principal Jake Massey. Principal Massey exited executive session at 7:35 p.m. The Board and Superintendent Arnold held discussion from 7:35 p.m. until 7:40 p.m.

O.2. Trespass (Individual A)

The Board held discussion from 7:40 p.m. until 7:49 p.m. Administration present was Superintendent Arnold.

Executive session ended at 7:49 p.m.

P. Post Executive Session (Action)

P.1. Personnel

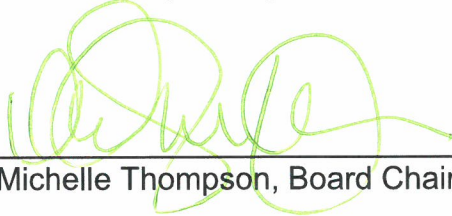
Trustee Bain made a MOTION to place employee 2.19.25 A on probation following completion of the current formal improvement plan. Seconded by Trustee Jones and hearing all ayes, MOTION carried.

P.2. Trespass (Individual A)

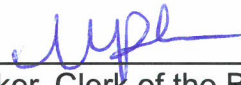
Trustee Bain made a MOTION to trespass Individual A, seconded by Trustee Jones. Hearing all ayes, MOTION carried.

Meeting adjourned at 7:49 p.m.

Attests: Respectfully Submitted:



Michelle Thompson, Board Chair



Maria Parker, Clerk of the Board

Request to Address the Board

Date: 2/5/25

Name: Ana Vazquez-Schnepf (Please Print)

Subject Matter Desiring to Address:

To read my letter of retirement to the School Board.

Check if any of the below identified subject matters are matters you wish to address in your presentation to the Board:

- ☐ The hiring of a public school employee.
- ☐ The qualifications of any individual employee/prospective employee.
- ☐ The evaluation or performance of any individual employed by the District.
- ☐ A complaint or concern about any individual employed by the District.
- ☐ A complaint or concern about any student enrolled at the District.
- ☐ Proposed future agenda item.

*****Please deliver a completed copy of this form to the Board's clerk prior to the commencement of the Board meeting.*****

January 21, 2025

Dear Superintendent Arnold & School Board Trustees,

Besides being a mother to our three children, being an Idaho public school teacher has been the greatest honor of my life. Therefore, it is with mixed emotions that I announce my intent to retire at the conclusion of this school year. I've served as an Idaho public school teacher since 1988, 33 of those years here in Lakeland. I am incredibly grateful & proud to have served the Lakeland Joint School District community, especially in the role as principal of John Brown Elementary these past seven years. Being a Lakeland teacher was not just a job for me, it's been my life's mission to improve the lives of our community's children, to afford them an opportunity to access a quality education that nurtures the whole child.

I have worked with awesome staff, colleagues, students, and families. Together we built a dynamic school district that prepared our children for unlimited success. Our three children attended Lakeland schools from kindergarten through high school graduation. They have college diplomas and are thriving in the creative fields of film making, advertising and interior architecture. Lakeland prepared them for this success.

The reason for my mixed emotions is my deep concern for Lakeland's ability to continue to provide a quality education that prepares our community's children for the level of success my three children enjoy. A part of me wants to continue to fulfill my mission to affect the quality of education our community's children receive.

Therefore, I beseech you all to vigorously advocate for our community's children. In my experience, what is best for children is usually 99% what is best for school staff too. I encourage you to trust our educators, their hearts are for children. I don't understand

why some in the Lakeland community and, on this board do not seem to understand that teachers and school staff are some of the most altruistic people on the planet. Their greatest hope is to see children thrive and achieve academic success. None of us became educators to get rich. Our greatest hopes include making a living wage that allows us to buy a home in the community we work in, and raise our children in a safe & caring community. We invested ourselves here and helped to create the best school district in the state.

It is heartbreaking to witness the crumbling of our great school district before my very eyes because of fear and suspicion. Some folks assumed the worst about our school leaders, teachers and staff and decided that they were going to "fix" the system even though it wasn't broken. Far from broken, it was a model of top notch education run on a common sense budget by outstanding educators and staff.

Now we stand on a cliff, all that was great about our district is potentially gone if the supplemental levy does not pass in May. It doesn't have to be this way. It is our responsibility as community elders to provide our children an education that best allows them to become productive and responsible citizens. We do this by sustaining a school system that supports the whole child with what they need to reach their full potential. For some children this means providing sports programs, for others it is the opportunity to hone interests in computer science, music, art or food science. Some children need mental health support. Others need to be nourished by reading books of their own choosing. Some children desire to be leaders and exchange ideas and debate with students from other schools. Lakeland's children deserve a robust, and dynamic school system that provides them all these opportunities and more.

Do the right thing, trust the educators to rebuild our school district to the great stature it once held in this state. Get out and advocate for our children by manning informational tables in front of the Super 1 stores in Athol and Rathdrum. Actively make the case to those who voted no in November. Educate our patrons about K-12 funding. FIGHT for our kids!

Being the principal of John Brown Elementary has been the hardest job I've ever loved. My wise, older friends advise me that life's too short to continue in this ever increasing stressful job. It's time for me to bow out and pray that Lakeland can continue the legacy of quality education I've been a part of these past 33 years. I will pray for all of you to restore the Lakeland school district back to greatness.

With respect & hope,

Ana Vazquez Schnepf

Principal

John Brown Elementary

Request to Address the Board

Date: 2/19/25

Name: Carrie Paquette (Please Print)

Subject Matter Desiring to Address:

College & Career Advising Funding and Intent

Check if any of the below identified subject matters are matters you wish to address in your presentation to the Board:

- ☐ The hiring of a public school employee.
- ☐ The qualifications of any individual employee/prospective employee.
- ☐ The evaluation or performance of any individual employed by the District.
- ☐ A complaint or concern about any individual employed by the District.
- ☐ A complaint or concern about any student enrolled at the District.
- ☐ Proposed future agenda item.

*****Please deliver a completed copy of this form to the Board's clerk prior to the commencement of the Board meeting.*****

KOOTENAI TECHNICAL EDUCATION CAMPUS

KTEC Governing Board Meeting
June 18, 2025

Regular Meeting 12:00 p.m.

Call Meeting to Order: Chair Dena Naccarato called the meeting to order at 11:55

Roll Call: Present were Dena Naccarato, Lisa Arnold, Shon Hocker, Ron Nilson and Randy Oakes.

Also present were Josh Gittel, Bill White and Treasurer/Clerk Jody Kienke.

Approval of Consent Calendar: Randy Oakes makes a motion to approve the Consent Calendar seconded by Ron Nilson passed with a unanimous aye vote

Budget Hearing and Adoption: Lisa Arnold makes a motion to approve the budget with a 3% increase or Classified and 2% increase for the director. Randy Oakes seconds it passed with a unanimous aye vote.

Renewal of Director Contract Randy Oakes makes a motion to renew the directors contract seconded by Ron Nilson passed with a unanimous aye vote

HVAC Repair Lisa Arnold makes a motion to approve the HVAC Repair and Ditch install with the costs being split three ways between the districts seconded by Randy Oakes with a unanimous aye vote

Updated Salary Schedule Lisa Arnold makes a motion to approve the updated salary schedule Ron Nilson seconded it passed with a unanimous aye vote

Director's Report: End of year wrap up - We had 320 students Dual credit students we gave out 170 certificates and had 320 certifications
Staffing – Shea Robertson has been hired for the Plumbing instructor positions and the welding position has been posted.
New 3 session schedule will be AM session 7:30-9:30, Mid session 10:00 – 12:00 and PM session 12:30 – 2:30
Enrollment – We have 644 students enrolled for the 25-26 school year.
Insurance -

Lighting Project: Replacing the current light to LED lights - Lisa Arnold Makes a motion to approve replacing lights seconded by Ron Nilson passed with a unanimous aye vote.

Information: KBA wants to buy in so their students can come to KTEC without having to dual enroll with one of the districts. Lisa Arnold makes a motion to deny all proposal from KBA Randy seconds it passed with a unanimous aye vote.

Adjournment: Ron Nilson makes a motion to adjourn the meeting seconded by Shon Hocker passed with a unanimous aye vote. The meeting was adjourned at 12:44 pm.

APPROVED:

ATTEST: _____

DRAFT

INVOICE



KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC)
6838 W LANCASTER RD
RATHDRUM ID 83858
PH: 208-712-4733 FAX: 208-712-6004

8/19/2025

2026-8

BILL TO

JESSICA GRANTHAM
LAKELAND SCHOOL DISTRICT
15506 N WASHINGTON STREET
RATHDRUM ID 83858

SHIP TO

KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC)
6838 W LANCASTER RD
RATHDRUM ID 83858
208-712-4733

DESCRIPTION	QTY	UNIT PRICE	TOTAL
KTEC SUPPORT			0.00
Heating Repair invoice for KTEC fiscal year 2025-2026	1	72,761.34	72,761.34
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Remarks / Payment Instructions:

SUBTOTAL	72,761.34
DISCOUNT	-
SUBTOTAL LESS DISCOUNT	72,761.34
TAX RATE	0.00%
TOTAL TAX	0.00
SHIPPING/HANDLING	0.00
Balance Due \$	72,761.34

**ARTICLES OF AGREEMENT RE:
THE CREATION OF A COOPERATIVE SERVICE
AGENCY BETWEEN
COEUR D'ALENE SCHOOL DISTRICT
LAKELAND JOINT SCHOOL DISTRICT
POST FALLS SCHOOL DISTRICT
FOR THE PURPOSE OF CREATING
KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC)**

This agreement entered into by and between Coeur d'Alene School District 271, Lakeland Joint School District 272, and Post Falls School District 273, more particularly described as the School Districts or Districts, generally operating in Kootenai County without reference to priority, do hereby authorize the creation of an approved Idaho Professional Technical School pursuant to authority granted to the Districts by Idaho Code Title 33 and Title 67 (Cooperative Service Statute and the Joint Powers Act of the State of Idaho respectively), which agreement shall serve as a Joint Powers Agreement/Cooperative Service Agreement for the purposes of said "Professional Technical School."

WHEREAS, each District that is a party to this agreement is a school district created and operating pursuant to authority granted in Title 33 Idaho Code, operating principally, in the County of Kootenai; and,

WHEREAS, each District is empowered by the statutes of the State of Idaho, with particular reference to Idaho Code Titles 33 and 67, to enter into a Cooperative Service Agreement by joining together for educational purposes to form a Professional Technical School; and,

WHEREAS, each District is empowered by the statutes of the State of Idaho, with particular reference to Idaho Code 67-2328, to enter into Joint Powers Agreements; and,

WHEREAS, each of the Districts desire to enter into this agreement for the purposes of defining the rights, duties, and responsibilities of each of the districts as relates to the purposes as set forth herein, to obtain, on a cooperative basis, any and all funds/grants that may be available, inclusive of non-grant funding, for the purposes of establishing a Professional Technical School; and,

NOW, THEREFORE, the parties enter into these Articles of Agreement for the Creation of a Cooperative Service Agency/Joint Powers Agreement as follows:

1. Name, Nature and Purpose. The Cooperative Service Agency/Joint Powers Agreement created by the Districts shall be known as the "KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC)". That the purpose or purposes of the Agreement are to provide for the establishment of a professional technical school, commonly referred to as KOOTENAI TECHNICAL EDUCATION CAMPUS

1-ARTICLES OF AGREEMENT RE: THE CREATION OF A COOPERATIVE SERVICE AGENCY

July 14, 2009

(KTEC) to be jointly operated by the "DISTRICTS", for the purposes of providing professional technical assistance to students of the districts, and to provide for subsequent placement and/or job training of such students.

2. Creation of a Cooperative Service Agency/Joint Powers Agreement. The parties mutually agree to the development and operation of a Professional Technical School, and are authorized to enter into this agreement pursuant to Idaho Code, which agency shall be entitled "KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC)", hereinafter referred to as "KTEC". This Agreement shall be effective upon the execution of the Cooperative Service Agency/Joint Powers Agreement (effective upon its execution) by Coeur d'Alene School District 271, Lakeland Joint School District 272, and Post Falls School District 273 and the respective Boards thereof, and subject to the following powers and duties:

- a. Without specific limitation, to do all things a body corporate and politic may do in the State of Idaho as authorized by law, except as may be otherwise restricted by the laws of the State of Idaho. The Governing Board of "KTEC" shall be comprised of five (5) Board Member. Each of the three Member Districts shall appoint one Member who shall be either a Trustee or Superintendent of the respective District. The Chair and Vice-Chair of the Business Advisory Committee to "KTEC" shall complete the membership of the Governing Board. The Governing Board shall also provide for an ex-officio Member (non voting) from North Idaho College (a representative) and a student attending "KTEC". The representative from North Idaho College and the student who attends "KTEC" shall serve as ex-officio Members of the Board and shall have no votes.
- b. The obligation of each district to contribute financially to the operation of "KTEC" shall be as follows:

1. An agreed upon percentage contributions for each of the Districts addended hereto, and thereafter to be decided upon each annual year of operation. Any percentage determined as attached hereto may be modified by the participant districts, provided however, such modifications

shall be set forth in writing and executed in the form and manner similar to the execution of this original article and any amendments thereto.

Notwithstanding the foregoing, each district's contribution for the financial costs of operating the school shall be determined on an annual basis, subject first to any grants, scholarships or other outside sources of funds. Each district shall provide for its prorata share of financial contribution on an annual basis, and shall cause to be paid to "KTEC" its prorata share annually.

Further, based upon authorization of law "KTEC" may obtain funding as authorized by law in-addition to any funding directly contributed by Coeur d'Alene School District No. 271, Lakeland Joint School District No. 272, and Post Falls School District No. 273.

2-ARTICLES OF AGREEMENT RE: THE CREATION OF A COOPERATIVE SERVICE AGENCY

July 14, 2009

- c. To create such accounts as are deemed necessary and proper for the efficient operation of "KTEC", with such banks or banking institutions as the Governing Board of the Agency shall nominate.
- d. The Governing Board, subject to any specific written limitations or restrictions imposed by the law of the State of Idaho and by these Articles of Agreement, shall direct the carrying out of the purposes and exercise the powers of "KTEC".
- e. Nothing contained in this Agreement shall be construed to authorize the Professional Technical School to engage in the business of banking or insurance.
- f. "KTEC" reserves the right to amend the Articles as herein set forth except no such amendment shall be made to these articles without the vote of all member Districts.
- g. Any contract or other transaction between "KTEC" and any entity or person of which one or more of its members are owners or have other pecuniary interest or in which an individual member or the individual appointed to represent the members as provided hereof is interested, or between "KTEC" and any member thereof, shall be valid for all purposes, notwithstanding the presence of a District, or individual representing a District, at the meeting of "KTEC" that acts upon or in reference to the contract or transaction, and notwithstanding the individual District's participation in the action, if the fact of such interest shall be disclosed or known to "KTEC" and its Board and the Board shall, nevertheless, authorize or ratify the contract or transaction. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to the contract or other transaction.
- h. KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC) shall comply with all statutes otherwise applicable by law, and any specific statutes applicable to "KTEC" in proposed purchases when such purchases exceed the statutory limits set forth in Idaho Code 67-2801 et seq.
- i. A legal or administrative entity is created by this agreement, that being the creation of a Professional Technical High School as authorized by law to be operated by the Districts (271, 272, and 273) through the appointment of the Board.
- j. The funding for the creation of "KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC)" shall be at the cost of each of the Districts, or as otherwise authorized by law, in proportion as they shall agree, and the fiscal year of said "KTEC" shall coincide with the fiscal year of each school district, as required by law.
- k. "KTEC" may acquire, hold or dispose of real or personal property in the name of the Professional School, the acquisition of such property shall be in conformance with the requirements of Title 33 of Idaho Code, and the disposal of the property, if any

3-ARTICLES OF AGREEMENT RE: THE CREATION OF A COOPERATIVE SERVICE AGENCY

July 14, 2009

such disposal there be, shall be in accordance with Idaho Code.

1. Any reference to the Professional Technical School, noted within this Agreement means the "KOOTENAI TECHNICAL EDUCATION CAMPUS (KTEC)" which is further referenced within this Agreement as "KTEC".

3. Duties and Obligations of the Individual Districts. Each District who is a member of the Professional Technical School, by accepting this Agreement, shall constitute a founding member hereof to enjoy the benefits and be responsible to sustain the duties of a founding member hereof.

- a. The fiscal agent shall be determined by the Governing Board as provided for herein.

4. Duration. "KTEC" hereby created shall be limited to no more than fifteen (15) years duration unless any individual District gives sixty (60) days written notice to the other members of its election to withdraw. In the event of the written notice of election to withdraw, a withdrawing District shall retain the right to obtain and the duty to pay for, any items or services purchased, inclusive of the continuing obligation under any contractual agreement to pay its prorata share of any services rendered during the term of such service agreement or contract: provided, however, in the event there are two (2) or less Districts remaining after withdrawal by other Districts as set forth hereinabove, the remaining two (2) or less Districts shall, within sixty (60) days of the date there are two (2) or less Districts remaining, by written record, made upon oral or written vote, determine whether or not to continue "KTEC". In the event the majority of the recorded vote is to terminate the continuation of "KTEC", this School shall terminate, and complete the process for winding up as set forth in Article 8 below.

5. Registered Office and Agent. The parties hereto agree that the Registered Office of "KTEC" shall be as follows: Post Falls School District No. 273, P.O. Box 40, Post Falls, Idaho 83877-0040, or such other location as the members may, by majority vote agree.

6. Accounting. The members may elect, from among them, a specific member who shall be responsible with the duties akin to those duties of a treasurer of a corporation for the purposes of providing accounting of "KTEC". "KTEC" shall provide for an audit of the accounts of "KTEC", not more often than once per fiscal year, and upon termination of the existence of "KTEC".

7. Fiscal Year. The fiscal year of "KTEC" shall commence on July 1st of each year during its existence and terminate on June 30th of the following year. In the event the fiscal year of public school districts within the State of Idaho, as otherwise provided for in Title 33 of Idaho Code, shall be amended by the Legislature of the State of Idaho, then in that event, the fiscal year of "KTEC" shall correspond and comply

with the fiscal year of public school districts within the State of Idaho as mandated by the Legislature.

8. Termination. Notwithstanding the duration of "KTEC" shall be fifteen (15) years, the same may be terminated by affirmative vote of the Districts, in writing, duly recorded in the Minutes of "KTEC", reflecting such termination of operation. In the event one District desires to withdraw from "KTEC", the member shall provide notice of its proposed withdrawal, which withdrawal shall not be effective until the end of the school year/fiscal year in which the withdrawal is proposed. Thereafter, the remaining Districts may, by amendment of this Agreement, continue the operation of "KTEC", or in the event the operation shall be terminated, such termination shall be in substantial compliance with termination provided for Idaho Non Profit Corporations, as provided in Idaho Code 30-3-113; PROVIDED HOWEVER, any assets of "KTEC" shall be divided between the then participating members, in accordance with their percentages of contribution as provided in Article 2.(b) of this agreement.

9. Personnel.

- a. Personnel currently employed by the Districts who are assigned a teaching position at "KTEC" shall remain employees of the respective District from which they are "loaned" and the respective District shall be responsible for the full compensation of such employees, the same to be considered payment by the District to "KTEC" as a portion of their required annual funding.
- b. New employees that are hired to work at "KTEC" shall be employees of one of the three Districts, or of "KTEC", whichever the Board decides is in the best interest of "KTEC".

10. Administration. The administration of "KTEC" shall be vested in an administrator who shall be responsible to the Board.

11. Acquisition and Disposition of Property During the Course of Operation. "KTEC", when acquiring and disposing of property, shall do so in accordance with Idaho Code, and other statutory provisions regarding the acquisition and disposition of property authorized by law.

12. Authority. By the execution of this Agreement, the Superintendents of each of the respective Member Districts represent that the execution of this Agreement has been authorized by the respective Board of Trustees of each of the Member Districts.

DATED: Aug 26 2009

COEUR D'ALENE SCHOOL DISTRICT 271

BY: Maryl Bauma
SUPERINTENDENT OF SCHOOLS

DATED: _____

LAKELAND SCHOOL DISTRICT 272

BY: Mary Ann Ranello
SUPERINTENDENT OF SCHOOLS

DATED: July 28, 2009

POST FALLS SCHOOL DISTRICT 273

BY: Jerry Kern
SUPERINTENDENT OF SCHOOLS

6-ARTICLES OF AGREEMENT RE: THE CREATION OF A COOPERATIVE SERVICE
AGENCY

July 14, 2009

**FIRST AMENDMENT TO ARTICLES OF AGREEMENT
FOR THE COOPERATIVE SERVICE AGENCY AGREEMENT BETWEEN
COEUR D'ALENE SCHOOL DISTRICT, LAKELAND JOINT SCHOOL DISTRICT
AND THE POST FALLS SCHOOL DISTRICT FOR THE OPERATION OF THE
KOOTENAI TECHNICAL EDUCATION CAMPUS**

WHEREAS, the Coeur d' Alene School District #271 ("CDA"), the Lakeland Joint School District #272 ("Lakeland"), and the Post Falls School District # 273 ("Post Falls") (each referred to herein as a "District" and cumulatively as the "Districts") entered into that certain *Articles of Agreement Re: the Creation of a Cooperative Service Agency Agreement for the Purpose of Creating Kootenai Technical Education Campus* (the "Articles")("KTEC"), which Articles became effective on August 26, 2009;

WHEREAS, the duration of the Articles was for an initial term of 15 years, which will expire on August 25, 2024;

WHEREAS, by inadvertence or mistake, Lakeland's signature was omitted from the Articles;

WHEREAS, pursuant to Paragraph 2(f), the Articles may be amended by the affirmative vote of all the Districts;

WHEREAS, the Districts desire to adopt this *FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE SERVICE AGENCY AGREEMENT BETWEEN COEUR D'ALENE SCHOOL DISTRICT, LAKELAND JOINT SCHOOL DISTRICT AND THE POST FALLS SCHOOL DISTRICT FOR THE OPERATION OF THE KOOTENAI TECHNICAL EDUCATION CAMPUS* (the "First Amendment") to the Articles as more specifically set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Districts hereby agree as follows:

1. Lakeland hereby acknowledges its agreement to be bound by the Articles as of the effective date on August 26, 2009, and hereby ratifies all actions pertaining thereto up to the date of this First Amendment.
2. The Districts recognize and agree that, as a Cooperative Service Agency and pursuant to a Joint Powers Agreement, "KOOTENAI TEHCNICAL EDUCATION CAMPUS (KTEC)" was duly formed and created on August 26, 2009, and continues in its existence, as a career technical school (formerly referred to as a professional technical school), as authorized by Idaho Code.
3. All references to "Professional Technical School" in the Articles are hereby deleted and replaced with "Career Technical School."

FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE SERVICE AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI TECHNICAL EDUCATION CAMPUS

4. Paragraph 2(a) of the Articles is hereby deleted in full and restated as follows:

- a. Without specific limitation, to do all things a body corporate and politic may do in the State of Idaho as authorized by law, except as may be otherwise restricted by the laws of the State of Idaho. The Governing Board of "KTEC" shall be comprised of five (5) Board Members. Each of the three Member Districts shall appoint one (1) Member who shall either be a Trustee or Superintendent of the respective District. The Chair and Vice-Chair of the Business Advisory Committee to "KTEC" shall complete the membership of the Governing Board. The Governing Board shall also provide for one ex-officio (non-voting) Member from North Idaho College, who shall either be a Trustee or the President. The representative from North Idaho College shall serve as an ex-officio Member of the Board and shall have no right to vote.

5. Paragraph 2(b) (including Subsection 1 thereto) of the Articles is hereby deleted in full and restated as follows:

- b. The obligation of each District to contribute financially to the operation of "KTEC" shall be as follows:

1. The Districts each agree to contribute annually, the following percentage interest of the annual budgeted net operating costs for KTEC:

CDA = 51%
Lakeland = 23%
Post Falls = 26%

Any District may, by written request in writing to the Governing Board, seek to modify such District's percentage contribution, which will be effective only upon a written amendment to these Articles signed by each District hereto.

The annual net operating costs for KTEC shall take into consideration (and thereby reduce the contribution obligations of the Districts) any grants, scholarships or other outside sources of funds available to KTEC, including without limitation any funding available to KTEC as authorized by law.

Each District shall provide its annual percentage interest payment to KTEC, 50% of such payment is due by check or wire deposit no later than September 30th of each calendar year, and the remaining 50% of

FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE
SERVICE AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI
TECHNICAL EDUCATION CAMPUS

the payment is due by May 30th of the following calendar year. KTEC will invoice each District its proportionate share of payment due at least 60 days before such payment is due

6. Paragraph 2(f) is hereby deleted and restated as follows:

- f. These Articles may be amended by written agreement of each Member District and such amendment, when approved, shall be appended to the Articles, and together shall constitute the final operating version of the Articles for “KTEC.”

7. A new Paragraph subsection 2(m) is hereby created as follows:

- m. The Governing Board is authorized, but not obligated, to create bylaws, policies and procedures, consistent with Idaho law, with respect to the governance and operations of KTEC.

8. Paragraph 4, titled “Duration” is hereby deleted and restated as follows:

- 4. Duration. “KTEC” has been in existence since August 26, 2009, and shall continue to exist in perpetuity unless it is terminated as set forth in Paragraph 8 below. Provided that, however, any individual District member may withdraw by providing written notice to the Governing Board, at least sixty (60) days before the end of any fiscal year, of such District’s election to withdraw as a Member District of “KTEC” effective at the end of the next fiscal year. Such withdrawing District shall continue to be liable for all financial contributions outlined herein through the effective date of withdrawal.
- 1. In the event there will be two (2) or fewer Districts remaining after withdrawal by a District as set forth herein, the remaining two (2) or fewer Districts shall, within one-hundred and eighty days (180) days of the receipt of the notice of withdrawal, by written record, made upon oral or written vote, determine whether or not to continue “KTEC” after the effective date of the withdrawing District. In the event the majority of the recorded votes is to terminate the continuation of “KTEC,” then “KTEC” shall terminate and complete the process for winding up as set forth in Article 8 below.

9. Paragraph 8, titled “Termination” is hereby deleted and restated as follows:

- 8. Termination. Notwithstanding the duration of “KTEC” to exist in perpetuity, the same may be terminated by the written approval of each Member District,

FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE
SERVICE AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI
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which approval for termination shall be appended to these Articles and shall be recorded in the Minutes of "KTEC" reflecting such termination of operation. In the event of termination, such termination shall be handled in substantial compliance with termination as provided in Idaho Code § 30-30-101 et. seq. for Idaho Non-Profit Corporations; provided that, however, all assets of "KTEC" shall be divided among the then-participating members, in accordance with the percentage of contributions as provided in Paragraph 2(b) hereof.

10. Paragraph 9, titled "Personnel" is hereby deleted and restated as follows:

9. All employees hired to work at "KTEC" shall be employees of "KTEC."

11. A new Paragraph 13, title "Dispute Resolution is hereby added as follows:

13. Dispute Resolution. The Districts agree that in respect to any dispute arising from or relating to these Articles, such dispute shall first be submitted jointly to the Superintendents of each District for attempted resolution. If a meeting of the Superintendents is unsuccessful, the dispute shall thereafter be submitted to the Board of each District to be discussed at a joint meeting for attempted resolution. If the meeting of the Boards is unsuccessful, the Districts shall submit their dispute to a mediator in Kootenai County, Idaho for attempted resolution. If, and only if, all prior efforts at resolution are unsuccessful may any District proceed to a State District Court, County of Kootenai, for resolution.

12. This First Amendment shall be effective on the date of the last signature below.

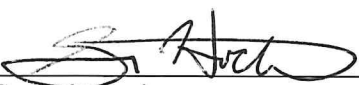
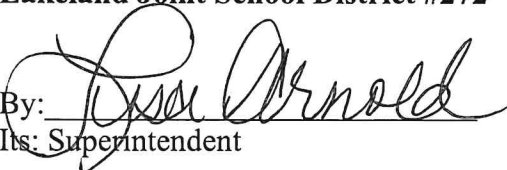
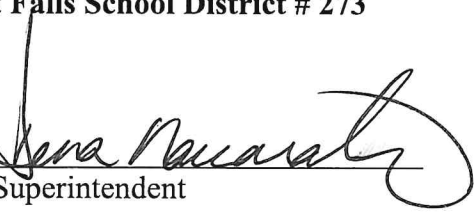
13. By signing below, each District hereby warrants and represents that the governing board of each participating District has voted to approve and adopt this First Amendment.

14. Except for the amendments set forth herein, the Articles remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE
SERVICE AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI
TECHNICAL EDUCATION CAMPUS

IN WITNESS HEREOF, the Districts hereby agree to the terms of this First Amendment on the date set forth below.

Coeur d' Alene School District #271 By:  Its: Superintendent Date: <u>4/24/24</u>	Lakeland Joint School District #272 By:  Its: Superintendent Date: <u>4/24/24</u>
Post Falls School District # 273 By:  Its: Superintendent Date: <u>4/24/24</u>	

FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE SERVICE AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI TECHNICAL EDUCATION CAMPUS