
**UTAH COLLEGE OF APPLIED TECHNOLOGY
BOARD OF TRUSTEES MEETING AGENDA**

June 12, 2014 – 10:00 a.m. to 2:00 p.m.

UCAT Administrative Office

2801 Ashton Blvd.

Lehi, Utah 84043

I. Introduction

- A. Call To Order – Chair Bingham.....
- B. Pledge of Allegiance – Chair Bingham.....
- C. Approval of Agenda – Chair Bingham.....
- D. Approval of 10 April 2014 (regular) & 23 May 2014 (Special) Minutes – Chair Bingham.....D
- E. Executive Committee Report – Chair Bingham
- F. UCAT President Evaluation – Chair Bingham.....
- G. Oath of Office for UCAT Trustee Stephen Wade – Barbara Miner.....

II. Action Items

- H. UCAT Policy 101 Revision - Bylaws – VP Haines.....H
- I. Nominating Committee Report, Elections For Board of Trustees Chair and Vice Chairs – Trustee Olsen.....I
- J. Capital Development Priorities FY15 – VP Brinkerhoff.....J
- K. SWATC Current Main Campus Ownership Transfer, O&M Request – VP Brinkerhoff/Pres. Miller.....K
- L. Enrollment/Completion Reporting Policy Revisions: Policy 200 & 205 Revisions – VP Haines.....L
- M. Data Dictionary FY15 – Director Rikard.....M
- N. FY2015 Custom Fit Allocations - Pres. Brems.....N
- O. Campus President/UCAT President Compensation Salary Adjustments – Pres. Brems.....O
- P. Office of the UCAT President 2014-2015 Budget – VP Brinkerhoff.....P
- Q. DXATC Dixie Commons Lease and Diesel Lease Extension Approval – VP Brinkerhoff/Pres. Stephens.....Q

III. Information Items

- R. Programs Approved – VP Haines.....R
- S. Office of the UCAT President Budget Report – VP Brinkerhoff.....S
- T. UCAT FY2015 System-wide Marketing/Messaging Campaign & UCAT Student of the Year Program – Director Rushton.....T

IV. Closed Session

Board may elect to go into closed session, which will not be open to the public, pursuant to Utah Code Section 52-4-204-206.

V. Adjourn

Public Notice of Electronic Meeting Access (UCA 52-4-207(3)): This meeting will be provided with electronic meeting access via conference/speaker telephone for Board of Trustee members only by prior arrangement with the board secretary. The Utah College of Applied Technology shall be the anchor location for public attendance.

The Utah College of Applied Technology (UCAT)
Board of Trustees Meeting

DATE: 10 April 2014

TIME: 10:00 AM – 3:00 PM

LOCATION: Utah College of Applied Technology
2801 Ashton Boulevard
Lehi, UT 84043

(Anchor location for electronic access)

MINUTES

(Awaiting formal approval-subject to change)

Board of Trustees Present

Tom Bingham, Chair – TATC Board of Directors

Michael Madsen, Vice Chair – BATC Board of Directors

Ron Larsen – DXATC Board of Directors*

Jim Evans – MATC Board of Directors

Steve Moore – OWATC Board of Directors

Mark Dennis – UBATC Board of Directors

Brad Tanner – Non-Union Apprenticeship

Jessellie Anderson – State Board of Regents Representative

Jim Olsen – Governor's Appointee of Business - Industry

Dixie Allen – Utah State Board of Education

Dale Cox – Union Apprenticeship

Scott Bushnell – Snow College Representative

Excused

Richard Tranter – Salt Lake Community College

Don Roberts – SWATC Board of Directors

Dave Buhler – Commissioner of Higher Education

Michael Jensen – DATC Board of Directors

Mike McCandless – USU-Eastern CTE

Spencer Eccles – Governor's Office of Economic Development

*Attended via Satellite Video Conference

UCAT Administration

Robert Brems – President

Jared Haines – VP, Instruction and Student Services

Tyler Brinkerhoff – VP, Administrative Services

Jordan Rushton – Director of Public Relations/Exec Assist

Doug Richards – Assistant Attorney General

Others Present

Richard Maughan – BATC, Campus President

Mike Bouwhuis – DATC, Campus President

Kelle Stephens – DXATC, Campus President

Collette Mercier – OWATC, Campus President

Clay Christensen – MATC, Campus President

Dana Miller – SWATC, Campus President

Scott Snelson – TATC, Campus President

Dave Woolstenhulme – UBATC, Campus President

Bob Peterson – UBATC Vice President

Barbara Miner – Notary Public

Special Guest

John Dougall – State Auditor

MINUTES OF MEETING

UTAH COLLEGE OF APPLIED TECHNOLOGY
Board of Trustees
10 April 2014

I. INTRODUCTION ITEMS

I.A Call to Order

Meeting was called to order at 10:10 a.m.

I.B Pledge of Allegiance

I.C Approval of Agenda

Motion to approve the agenda

Motion: Mark Dennis; Second: Michael Madsen; Voting: Unanimous

I.D Approval of 26 September 2013 Minutes

Motion to approve the 26 September 2013 Minutes

Motion: Dale Cox; Second: Jim Evans; Voting: Unanimous

I.E Executive Committee Report

Chair Bingham informed the board the Executive Committee Meeting approved minutes of previous Committee meetings. In the meeting they also reviewed the Board of Trustees meeting agenda.

I.F Departing Board Members

President Brems thanked David Thomas, David Buhler, paid tribute to Kendall Willardsen.

I.G Oath of Office for Jesselie Anderson & Dixie Allen

Barbara Miner administered the oath of office to Jesselie Anderson and Dixie Allen.

I.H UCAT Board of Trustees Leadership

President Brems reported that Chair Bingham had appointed a nominating committee in preparation for Board leadership changes and the newly formed committee would make recommendations next Board meeting.

I.I HB-95: UCAT and campus board changes

Vice President Haines reported on the changes that would take place at both the UCAT level and individual campus level. The Utah Legislature, in its 2014 session, passed House Bill 95 (Ipson – Applied Technology College Governance Amendments), which modifies the membership of the UCAT Board of Trustees and four campus boards of directors. The legislation and the board changes will be effective under Utah law on May 13, 2014 (60 days after the adjournment of the legislative session).

II. ACTION ITEMS

II.J Proposed Tuition Adjustment for FY15

Vice President Brinkerhoff reported that tuition rates have been discussed at length with the President's Cabinet and the feeling of the group is to let first tier tuition remain at \$1.75 per hour for the system.

Motion to keep system-wide first-tier tuition rate at \$1.75 per hour.

Motion: Jim Olsen, Second: Mark Dennis; Voting Unanimous

II.K Proposed Second Tier Tuition Adjustment

Vice President Brinkerhoff explained that reports from the campuses regarding second tier tuition have been positive, and the pilot campuses wish to continue. Additionally, OWATC is requesting a second tier tuition rate for FY 2015. The total tuition figures by campus assume no increase to the first-tier rate of \$1.75 per membership hour.

DATC: Second-Tier increase from \$0.15 per hour to \$0.25 per hour. Total tuition: \$2.00 per hour

DXATC: Second-Tier tuition to remain at \$0.25 per hour. Total tuition: \$2.00 per hour

MATC: Second-Tier tuition to remain at \$0.25 per hour. Total tuition: \$2.00 per hour

UBATC: Second-Tier tuition to remain at \$0.25 per hour. Total tuition: \$2.00 per hour

OWATC: Implement new second-tier tuition rate of \$0.05 per hour. Total tuition: \$1.80 per hour

Motion to approve second tier tuition rates at DXATC, DATC, MATC, UBATC, OWATC.

Motion: Mike Madsen, Second: Steve Moore; Voting: Unanimous

II.L Proposed Differential Tuition Approvals

Vice President Brinkerhoff explained that the following courses were identified by their respective campuses to be considered for differential tuition rates. The courses at BATC, OWATC and UBATC have previously been approved for differential rates and are presented to the Board of Trustees annually, as approved differential tuition rates expire each year on June 30 per UCAT policy 204.6.4. The DATC request is a new one for consideration this year.

BATC:

Farm and Ranch Management - \$210 annually for beginning students, \$240 for advanced students

Academic Learning Center - \$20 monthly

OWATC:

Academic Learning Center - \$20 monthly

UBATC:

Farm and Ranch Management - \$204 annually for beginning students, \$240 for advanced students

DATC:

Academic Learning Center - \$1.00 per hour

Motion to approve the proposed differential tuition rates as presented.

Motion: Mark Dennis, Second: Steve Moore; Voting Unanimous

II.M Uintah Basin Applied Technology College Administrative Changes

President Brems announced that President Woolstenhulme has accepted another job and the process of finding his replacement is underway. The following timeline is proposed.

Friday, April 18, Applications accepted until 5:00pm

Week of April 21 - 25, Application Screening Process at UBATC with Board of Directors

Week of April 28 - May 2, Interviews with UBATC Board of Directors

Week of May 5 - 9, Final Interviews with UCAT President

Week of May 12 - 16, Conference call meeting of UCAT Board of Trustees

Week of May 12 - 16, Announcement of new campus president

Period of June 1 - July 1, New UBATC campus president begins service

President Brems went on to recommend that Vice President Bob Peterson act as interim president until the position has been filled.

Motion to approve proposed timeline and Bob Peterson as interim president.
Motion: Mark Dennis, Second: Michael Madsen; Voting: Unanimous

II.N Approval of MATC Campus President Evaluation

President Brems reported that President Clay Christensen's evaluation has been completed and was very successful. Brems complimented Christensen on the great job that he is doing. Trustee Evans also applauded his leadership. President Brems recommended that the board approve the finalization of the evaluation and take action on a compensation adjustment.

Motion to approve the finalization of President Christensen's evaluation as well as a 3.5% salary increase taking Christensen salary to \$136,600. It was also recommended that Christensen's vehicle allowance be folded into the salary taking it to \$145,600.

Motion: Jim Evans, Second: Steve Moore; Voting Unanimous

II.O SWATC Automotive Technology Center Lease Renewal

Vice President Brinkerhoff reported that the Southwest Applied Technology College's Automotive Technician, Professional Truck Driving and Emergency Medical Technician training programs are housed in a purpose-built leased facility at the north end of Cedar City. The leased space includes approximately 20,680 square feet on the ground floor and 1,100 square feet on the mezzanine level. The current full-service lease expires May 31, 2014.

Motion to approve the lease renewal.
Motion: Jim Olsen, Second: Mark Dennis; Voting: Unanimous

II.P UCAT Student of the Year Program

President Brems reported on the progress of the UCAT Student of The Year program and discussed the workings of the program as well as the possibility of a car giveaway. President Brems asked for the Trustees support in making this program a success and using it to both highlight student excellence and build awareness of the UCAT system.

Motion to approve and support the UCAT Student of the Year Program with a July 1, 2014 start date.
Motion: Dixie Allen, Second: Steve Moore
Voting: Unanimous

II.Q Enrollment/Completion Reporting Policy Provisions

Vice President Haines reported that revisions are necessary in policy 200, 205, and 204. President Brems reported that this will mainly impact the data people at the campuses. Director Rikard stated that this will require more data to be submitted.

Motion to approve the proposed revisions to policies: 200, 205,204.
Motion: Jim Evans, Second: Mike Madsen, voting: Unanimous

II.R UCAT Board of Trustees 2014-2015 Calendar Update

President Brems asked the board to take action on the proposed calendar:

Thursday, June 12, 2014
Thursday, Sept 18, 2014
Thursday, Jan 15, 2015
Thursday, Mar 26, 2015
Thursday, June 11, 2015
Thursday, Sept 17, 2015

Motion to approve the proposed calendar:
Motion: Dale Cox, Second: Steve Moore, Voting: Unanimous

III. INFORMATION ITEMS

III.S UCAT Coordinated Audit

President Brems welcomed State Auditor John Dougall and his team and allowed them to make a short presentation on the FY13 Coordinated Audit of UCAT campuses. Dougall remarked that his office will do the best they can in future audits to keep the cost down.

III.T 2014 Legislative Session Review

President Brems reported on the 2014 General Session of the Utah State Legislature. The Legislature took action on several issues that affect the Utah College of Applied Technology. The following items are among the most important.

- 1.25% compensation increase plus additional funds for insurance and retirement totaling \$1,037,500
- An enhancement of program capacity at all eight UCAT campuses through \$3,000,000 in ongoing funds
- Equity funding for all eight UCAT campuses totaling \$3,000,000 in ongoing funds
- An increase in Custom Fit funding of \$500,000 in ongoing funds targeting manufacturing
- Ongoing funding of \$245,000 (to replace federal funding) for the Utah Data Alliance effort
- One time funding for UCAT Marketing/Messaging Campaign totaling \$200,000
- One time funding to assist UCAT campuses with serving special needs students totaling \$100,000
- The request to fund a new SWATC facility was successful with \$19,300,000 appropriated for the new building and \$587,500 ongoing appropriated for operations and maintenance when the building is complete.

III.U Programs Approved: SWATC

Vice President Haines reported to the Trustees that President Brems had approved the following programs since the last time the board had met.

<u>Campus</u>	<u>Program Title</u>	<u>Length (hours)</u>	<u>Approval Date</u>
SWATC	Basic Business Administrative Support	630	2/11/2014
SWATC	Basic Welding	930	2/11/2014
SWATC	Certified Coding Associate	630	2/11/2014
SWATC	Digital Media Comprehensive	1,350	2/11/2014
SWATC	Digital Media Graphic Design	930	2/11/2014
SWATC	Digital Media Web Design	930	2/11/2014
SWATC	Healthcare IT Technician	600	2/11/2014
SWATC	Industrial Maintenance and Automation	630	2/11/2014
SWATC	Solar Voltaic Specialist	923	2/11/2014

III.V UCAT Marketing/Messaging

President Brems reported that the legislative appropriation to UCAT in this year's House Bill 3 (the "Bill of Bills") includes \$200,000 in one-time funds during FY-2015 for UCAT to carry out its requested UCAT Marketing/Messaging Campaign. It is clear that the intent is to advertise who UCAT is, what UCAT does, increase enrollment and provide motivation to students to utilize UCAT's facilities and services across the state.

To provide direction in the most effective use of the funds and the implementation of UCAT's marketing/messaging campaign, Chair Bingham and President Brems have appointed a steering committee representing UCAT trustees, the UCAT President's Office, campus presidents, and campus staff members experienced in marketing and messaging:

Rob Brems, UCAT President
Jordan Rushton, UCAT Director of Public Relations
Jim Olsen, UCAT Board of Trustees
Mike Jensen, UCAT Board of Trustees
Troy Christensen, BATC Vice President

Mark Middlebrook, MATC Director for Marketing/Dev.
Jennifer Forbes, DXATC Director of Marketing
Elsa Zweifel, OWATC Director of Marketing/PR
Scott Snelson, TATC Campus President

UCAT Board of Trustees
10 April 2014
Page 7
(Awaiting formal approval)

VI. Adjourn

Motion to Adjourn: Brad Tanner, Second: Jim Evans
Meeting adjourned at 1:25 p.m.

DRAFT

The Utah College of Applied Technology (UCAT)
Board of Trustees Meeting
Special Meeting Via Conference Call
DATE: 23 May 2014
TIME: 7:30 AM – 8:00 AM
LOCATION: Uintah Basin Applied Technology College
1100 E. Lagoon Street
Roosevelt, UT 84066
(Anchor location for electronic access)

MINUTES

(Awaiting formal approval-subject to change)

Board of Trustees Present

Tom Bingham, Chair – TATC Board of Directors*
Michael Madsen, Vice Chair – BATC Board of Directors*
Michael Jensen – DATC Board of Directors*
Don Roberts – SWATC Board of Directors*
Stephen Wade – DXATC Board of Directors*
Jim Evans – MATC Board of Directors*
Steve Moore – OWATC Board of Directors*
Mark Dennis – UBATC Board of Directors
Brad Tanner – Non-Union Apprenticeship*
Jessalie Anderson – State Board of Regents Representative*
Jim Olsen – Governors Appointee*
Dale Cox – Union Apprenticeship*
Richard Tranter – SLCC*
Mike McCandless – USU-Eastern CTE*

UCAT Administration

Robert Brems – President
Jordan Rushton – Director of Public Relations/Exec Assist
Doug Richards – Assistant Attorney General*

Excused

Dixie Allen – Utah State Board of Education
Spencer Eccles – Governor’s Office of Economic Development

*Attended via Conference Call

MINUTES OF MEETING

UTAH COLLEGE OF APPLIED TECHNOLOGY
Board of Trustees
23 May 2014

I. INTRODUCTION ITEMS

I.A Call to Order

Meeting was called to order at 7:30 a.m.

I.B Approval of Agenda

Motion to approve the agenda

Motion: Jim Evans; Second: Mark Dennis; Voting: Unanimous

I.C Update on Selection Process for Uintah Basin Applied Technology College Campus President

President Brems gave a short overview of the process that UCAT administration/UCAT Board of Trustees/UBATC Board of Directors went through to select a new president.

II. Closed Session

The Board went into closed session at 7:41 a.m.

III. Open Session

- A. President Brems recommended that Aaron Weight be appointed as the new Campus President of the Uintah Basin Applied Technology College with a starting salary of \$107,000.

Motion; Mark Dennis, Second; Steve Moore, Voting; Unanimous

- B. Approval of UCAT Student of the Year promotional vehicle lease.

Motion; Jim Evans, Second; Mark Dennis, Voting; Unanimous

Adjourn:

Motion; Jim Olsen, Second; Don Roberts, Vote; Unanimous

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

**UCAT BOARD OF TRUSTEES
12 June 2014**

ITEM: II.H

TOPIC: UCAT Policy 101 Revision - Bylaws

BACKGROUND

Revisions to Policy 101 (Bylaws) are recommended as follows:

- (1) Addition of a second vice-chair position to Board leadership, as recommended by the Nominating Committee.
- (2) Updates to the composition of the Board of Trustees, consistent with recent legislation.
- (3) Technical corrections in language and formatting.

The recommended changes are detailed in the attached policy revision draft.

FISCAL IMPACT

None.

RECOMMENDATIONS

UCAT Administration recommends the UCAT Board of Trustees approve the proposed revisions to UCAT Policy 101 as shown in the attached draft.

Attachments: Proposed revisions to UCAT Policy 101 (Bylaws)



UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II.I

TOPIC: Nominating Committee Report and Election for Board of Trustees Chair and Vice Chairs

BACKGROUND

In the April 2014 meeting of the Board of Trustees, Chair Bingham announced the appointment of a nominating committee consisting of trustees Jim Olsen (chair) and Dale Cox, as provided in UCAT Policy 101.9, UCAT Bylaws. The committee has been contacting the current voting members of the Board representing each campus board of directors and determining those interested in being considered to serve as chair or vice-chair for the upcoming two-year period.

In its consideration of board leadership, the nominating committee has recommended that the Bylaws be modified to provide for two vice-chair positions (first vice-chair and second vice-chair).

Chair Bingham will call upon the members of the nominating committee to make a report of the nominating committee's work and, if the recommended revision to the Bylaws has been approved, nominate at least one candidate for each of the positions of chair, first vice-chair, and second vice-chair. Chair Bingham will then declare nominations open for any further nominations. Any voting member of the Board of Trustees who is present in the meeting may nominate any eligible member of the Board of Trustees for chair, first vice-chair, or second vice-chair providing the member nominated has given consent for their name to be placed in nomination.

Election shall be conducted in open meeting with each voting member of the Board of Trustees who is present having one vote and each board member's vote recorded in the minutes of the meeting. If in the event there are more than two candidates for an office and no candidate receives a majority of the votes, a second vote will be conducted between the two candidates with the most votes. At the conclusion of the vote, the chair shall announce the winners. The new chair shall then preside for the remainder of the meeting.

RECOMMENDATIONS

UCAT Administration recommends that the Board of Trustees elect a chair, first vice-chair, and second vice-chair, who serve two year terms as described in UCAT Policy 101.9

Attachments: None



UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II.J

TOPIC: Capital Development Priorities FY 2015

BACKGROUND

After the funding of SWATC's new facility, UCAT continues to face the challenge of obtaining adequate campus facilities to serve its regions. Congratulations to President Miller and all SWATC personnel for the funding of the new facility in Cedar City. With SWATC vacating the top spot, a suggested priority list based on previous Board of Trustees rankings follows:

- 1) DXATC, Main Campus, St. George
- 2) MATC, Thanksgiving Point Technology Building, Orem
- 3) BATC, Health Science and Technology Building, Logan
- 4) DATC, Allied Health Building, Kaysville
- 5) OWATC, New BDO Campus – Bay 2 Build Out, Ogden
- 6) DATC, Educational and Instructional Service Building, Kaysville
- 7) OWATC, New Instructional/Student Services Building, Ogden

Four campuses also have land banking requests for funding consideration:

- 1) BATC, Logan Campus Expansion
- 2) DATC, Morgan Education/Economic Development Center
- 3) MATC, Orem @Geneva Development
- 4) DXATC, St. George Ridgetop Land Bank

FISCAL IMPACT

Capital Development: approximately \$158,700,000 (one-time)
Operations and Maintenance: approximately \$4,500,000 (on-going)
Land banking: approximately \$12,100,000 (one-time)

RECOMMENDATIONS

UCAT administration recommends the Board of Trustees approve the capital development projects (1-7) and land banking (1-4) priority lists as indicated above.





**UCAT Capital Facilities Funding Requests
FY 2016 - June 6, 2014 DRAFT**

Dixie Applied Technology College, DXATC Main Campus

Project Cost: \$44,200,000
Square Footage: 170,000
O&M: \$1,312,400



Mountainland Applied Technology College, Thanksgiving Point Technology Building

Project Cost: \$20,765,000
Square Footage: 80,000
O&M: \$617,600



Bridgerland Applied Technology College, Health Science and Technology Building

Project Cost: \$25,800,000
Square Footage: 91,500
O&M: \$706,400



Davis Applied Technology College, Allied Health Building

Project Cost: \$22,500,000
Square Footage: 75,000
O&M: \$579,000



Ogden-Weber Applied Technology College, Business Depot Ogden Buildout

Project Cost: \$7,211,732
Square Footage: 43,605
O&M: \$276,455



Davis Applied Technology College, Educational and Instructional Service Building

Project Cost: 19,500,000
Square Footage: 65,000
O&M: \$501,800



Ogden-Weber Applied Technology College, Instructional/Student Services Building

Project Cost: \$18,750,000
Square Footage: 75,000
O&M: \$579,000





**UCAT Land Banking Requests
FY 2016 - June 6, 2014 DRAFT**

Bridgerland Applied Technology College, Parcels adjacent to main campus

Estimated Cost: \$6,675,000
Acreage 44.50



Davis Applied Technology College, Morgan Education/Economic Development Center

Estimated Cost: \$575,000
Acreage 9.88



Mountainland Applied Technology College, Orem @Geneva Development

Estimated Cost: \$3,593,700
Acreage 15.00



Dixie Applied Technology College, Ridgetop Land Bank

Estimated Cost: \$1,250,000
Acreage 10.00



UTAH COLLEGE
of
APPLIED TECHNOLOGY

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II. K

Topic: SWATC Current Main Campus Ownership Transfer and O & M Request

BACKGROUND

In the 1999 session, the Legislature appropriated funds for facilities in Cedar City and St. George which later became the primary campuses for SWATC and DXATC respectively.

The Cedar City facility is currently occupied by SWATC under a 17-year, full service lease-purchase agreement with the Iron County School District. The school district used capital development bond money to remodel and expand the facility to meet SWATC's needs. The current agreement transfers only the building and footprint (42,000 sq ft) to SWATC upon ownership transfer in June 2016.

SWATC and District have agreed to accelerate the purchase payoff to Spring 2015. The early payoff will allow the District to retire the bond-related debt and discontinue maintaining the building. Once SWATC assumes ownership, it can seek capital improvement funds to remodel and re-purpose the building to suit its ongoing programs and functions.

Final details of the payoff agreement are pending. It appears that the District is willing to discount the final payoff amount by up to \$100,000 plus allow SWATC to take ownership of the parking lot and property (2+ acres) surrounding the current building. The land cost has not been finalized but preliminary discussions suggest that the price will be very reasonable.

SWATC requests Board of Trustees approval to seek legislative funding for: the final payoff amount, cost of the property, and on-going operations and maintenance expense. Campus President Miller is working closely with DFCM and the State Building Board to identify and comply with the appropriate process regarding legislative request channels.

FISCAL IMPACT

Facility payoff: approximately \$250,000 (one-time)

Property purchase: TBD (one-time)

Operations and Maintenance: approximately \$309,120 (on-going)

Annual lease savings: \$200,000 (on-going)

RECOMMENDATION



UCAT Administration recommends that the Board of Trustees approve SWATC seeking legislative approval of and funding for early payoff of the current main campus lease-purchase agreement, acquisition of adjacent property and on-going operation and maintenance funds for the facility.

SWATC



**SOUTHWEST
APPLIED
TECHNOLOGY
COLLEGE**



Current Main Campus Ownership Transfer and O & M Request

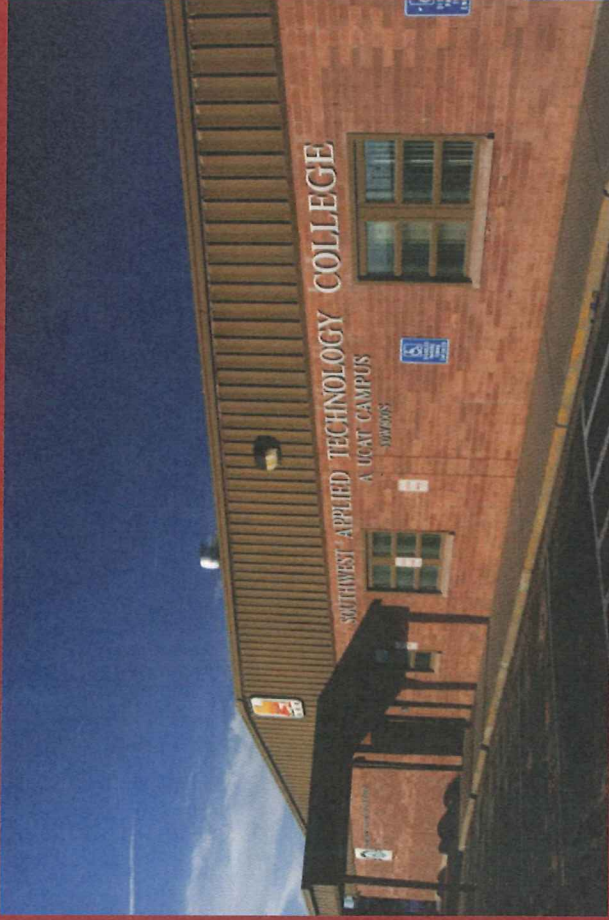


**UCAT Board of Trustees
June 2014**

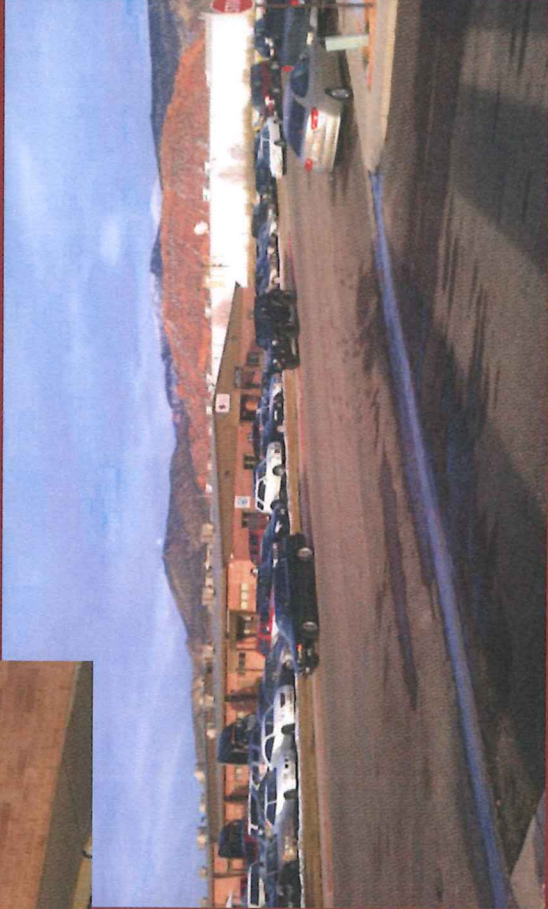


Current Main Campus

510 West 800 South, Cedar City



- ☑ **42,000 square foot facility**
 - 17-year lease purchase
 - Opportunity to pay-off early
 - Add 2+ acres property
 - Continue full utilization
 - Included in campus master plan
- ☑ **Adjacent to new building site**
- ☑ **Pay-off cost: \$250,000 (approx) plus property**
- ☑ **O & M request: \$309,120**

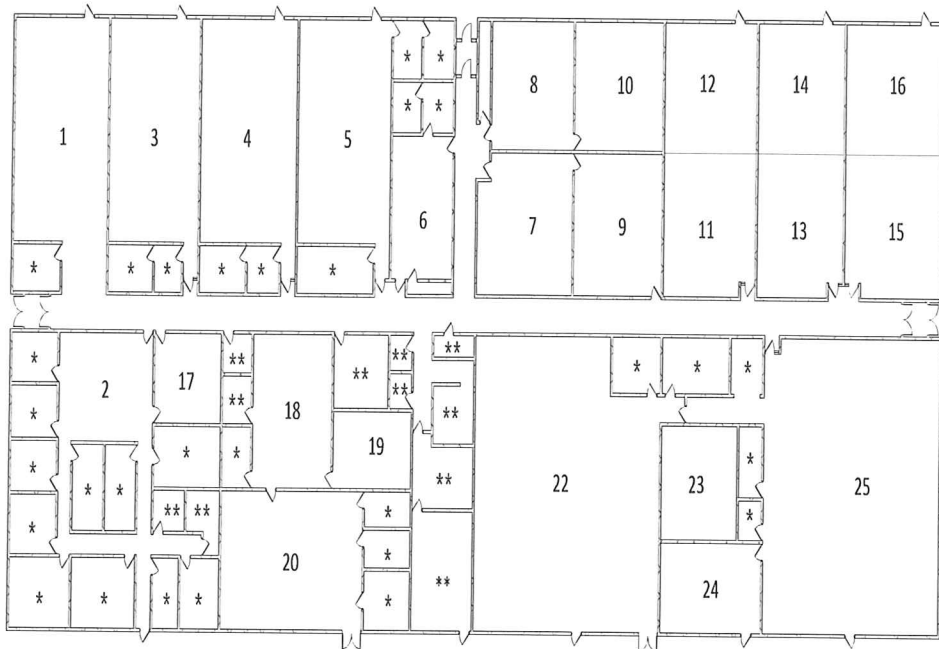


Current Main Campus

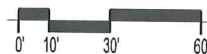
510 West 800 South, Cedar City

Planned Space Utilization

Existing Main Campus



- | | | | |
|--------------------------------|--|--------------------------------|--|
| 1 - Commons Area | (Commons Area) | 13 - Student Success Program | (Corporate Training) |
| 2 - Main Office | (Employment Development Center) | 14 - Multi-Use | (General Purpose Classroom) |
| 3 - Adult Education | (Iron S.D. Adult Education) | 15 - CNA / Multi-Use | (General Purpose Classroom) |
| 4 - Business Technology | (Business Technology) | 16 - Computer Lab | (Computer Lab) |
| 5 - Library | (Business Technology) | 17 - Board Room | (Corporate & Custom Fit Training) |
| 6 - VISTA | (Business Technology) | 18 - Business Tech / Multi-Use | (Information Technology) |
| 7 - Health Sciences | (SUU Business Res. Center, Incubation) | 19 - IT Lab | (Information Technology - Adult) |
| 8 - Health Sciences | (Iron S.D. Adult Ed Library) | 20 - Information Technology | (Information Technology - Secondary) |
| 9 - Health Sciences | (SUU Business Res. Center, Incubation) | 22 - Welding Lab | (Renewable Energy & Electrical Lab) |
| 10 - Health Sciences Lab | (Iron S.D. Adult Ed Library / Testing) | 23 - Welding Classroom | (Renewable Energy & Electrical Class) |
| 11 - Ed Net / Internships | (Distance Education) | 24 - Multi-Use Classroom | (Building Construction / Plumbing Class) |
| 12 - Health Science / Law Enf. | (VISTA) | 25 - Multi-Use Lab | (Building Construction / Plumbing Lab) |



Black - Existing Use
 Red - Future Use
 * - Typical Office
 ** - Utility

Southwest ATC - Planned use of Existing Space

07/26/12

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES EXECUTIVE COMMITTEE

12 June 2014

ITEM: II.L

TOPIC: Enrollment/Completion Reporting Policy Revisions: Policy 200 (Program/Course Approval and Reporting) and Policy 205 (Student Enrollment and Completion Reporting)

BACKGROUND

In its April meeting, the Board of Trustees approved Policy 205 (Student Enrollment and Completion Reporting), and associated revisions to Policy 200 (Program/Course Approval and Reporting) and Policy 204 (Tuition Fees). The new and adjusted policies were needed to provide consistent definition, direction, application, and reporting for the campuses not only for reporting to the legislature, but for reporting to other stake-holders and interested parties.

Policy approval was recommended in April to allow campuses time to align their FY-2014 data collection elements with the policy provisions before the end of the fiscal year. At the same time, it was indicated that due to the complex and far-reaching nature of the policies, they would receive continued follow-up review by the campuses and UCAT administration between the April and June meetings to identify any further recommendations to the reporting elements.

The policies have been reviewed extensively by the campuses since their passage in April, and the revisions detailed on the attached policy drafts are recommended:

Policy 200 (Program/Course Approval and Reporting): Elimination of retroactive effective date (200.2); definition of a new campus-board-approved "Occupational Skills Certificate" (200.4.4) to replace the previous "Occupational Upgrade Certificate" that was based on completion of 60 hours of occupational upgrade; inclusion of all programs 900 hours or longer as requiring UCAT president approval, whether or not they are financial aid eligible (200.5.2); added references to the content and process for approving Occupational Skills Certificates (throughout).

Policy 205 (Student Enrollment and Completion Reporting): Elimination of retroactive effective date (205.2); cost per Program Certificate expanded to include Program Certificates awarded to all categories of students, other students to be reported as cost per Completion for their enrollment category (205.4.2 and 205.9); Provision for non-completing certificate-seeking students who re-enroll to be reported as "still enrolled" (205.6.3); provisions for reporting the new Occupational Skills Certificate (200.7); provision for reporting a Weighted Average Certificate Length (200.7.4).



FISCAL IMPACT

None.

RECOMMENDATIONS

UCAT Administration recommends that the Board of Trustees approve the proposed revisions, as shown in the attachments, to Policy 200 (Program/Course Approval and Reporting) and Policy 205 (Student Enrollment and Completion Reporting).

Attachments:

Policy 200 revisions (Program/Course Approval and Reporting); Policy 205 proposal (Student Enrollment and Completion Reporting)



Subject:	Program/Course Approval and Reporting
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200.1 Purpose

To establish processes and criteria for all UCAT campus programs and courses to be approved by and reported to the UCAT Board of Trustees, in accordance with UCA 53B-2a-104(2)(g), balancing appropriate oversight and quality control with timely market-driven campus responsiveness to regional employer needs.

200.2 Approval

UCAT Board of Trustees: January 4, 2006; Revised/replaced June 18, 2009; Revised April 10, 2014; ~~June 12, 2014 (pending).~~

Effective Date: ~~July 1, 2013 (retroactive to include FY 2014)~~ July 1, 2014

200.3 References

- UCA 53B-2a-104(2)(g) Utah College of Applied Technology Board of Trustees –Powers and duties
- UCAT Policy 100 (UCAT Mission Statement)
- UCAT Policy 204 (Tuition and Fees)

200.4 Definitions

4.1 Program: A combination of courses and related activities (e.g. laboratory activities and/or work-based activities), approved in accordance with this policy and by the Council on Occupational Education, that is offered by a campus to develop the competencies needed for entry into a specific occupation or set of related occupations.

4.2 Course: A set of pre-determined, related competencies grouped into a logical sequence.

4.3 Program Certificate: An official credential issued to a student by a campus registrar documenting that the student has completed a program or a predefined subset of a program. Each program certificate within a program shall be defined and approved as part of the program, shall fully prepare a student for entry into specified employment related to the full program, and shall be included in the campus catalog.

4.4 Occupational Skills Certificate: An official credential issued to a student by a campus registrar documenting that the student has completed a pre-defined course or set of courses approved as an occupational skills certificate by the campus board of directors in accordance with this policy. An occupational skills certificate shall provide mastery of a set of competencies that are documented as needed by one or more Utah employers, and that are not already provided as a program certificate defined in 200.4.3).

4.4.4.5 Substantive Change: A change in the objectives, length, content, or other revisions equaling or exceeding 25% of an existing educational program.



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200.5 Approval of Courses, ~~and~~ Programs, and Certificates

A course, ~~or~~ program, or certificate, or a revision of an approved course, ~~or~~ program, or certificate, must be approved as provided herein prior to being offered by a campus.

5.1 Courses

5.1.1 Courses Within Programs: Approval of a program as provided in this policy shall constitute approval of all courses within the program.

5.1.2 Stand-Alone Courses: Courses and course revisions which are not part of an approved certificate program and which meet the requirements of 200.6 shall be approved by a campus chief instructional officer designated by the campus president. Documentation specified in 200.7 shall be retained on file by the campus.

5.2 Programs and Occupational Skills Certificates

5.2.1 Campus Board of Directors Approval: Campus programs and occupational skills certificates, and substantive changes (as defined in 200.4.5) to approved programs and occupational skills certificates as defined in 200.4.4, shall be approved by the campus board of directors based on the requirements of 200.6. For programs that are less than 900 hours and are not eligible for federal financial aid, and for occupational skills certificates, final approval is delegated to the campus board, and the programs or occupational skills certificates may be implemented immediately upon campus board and any required accreditation approval.

5.2.2 Campus Board Approval Documentation: For programs, occupational skills certificates, and substantive changes approved by the campus board of directors, documentation specified in 200.7 shall be forwarded to the UCAT president for review and inclusion in UCAT program inventories.

5.2.3 UCAT President Approval: Campus programs that are 900 hours or longer or are seeking federal financial aid eligibility, and substantive changes to financial aid eligible-these programs, which have been approved by the campus board of directors shall be submitted to the UCAT president for approval. If the president concurs that the proposal meets the agreed-upon UCAT criteria established by the Board of Trustees as provided in 200.6, he/she shall approve the request within five working days. If the president does not concur that the proposal meets the agreed-upon criteria, the proposal shall be returned to the campus with comments, and the campus may resubmit the proposal once identified adjustments are made. For financial aid eligible programs, final approval is delegated to the UCAT president, and the programs may be implemented immediately upon UCAT president approval.



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5.2.4 Board of Trustees Information: For ~~financial-aid-eligible~~ programs and substantive changes approved by the UCAT president under the provisions of 200.5.2.3, documentation specified in 200.7 shall be submitted to the UCAT Board of Trustees in their next regularly scheduled meeting as information items.

5.2.5 Non-Substantive Changes: Program changes less than the 25% referenced in ~~200.4.4~~ 200.4.5 shall be approved by a campus chief instructional officer designated by the campus president. Relevant updates to the documentation specified in 200.7.1 and 200.7.2 shall be forwarded to the UCAT president for inclusion in UCAT program inventories.

200.6 Criteria for Offering of Programs, Certificates, and Courses

Except for courses provided in 200.6.3, all courses, certificates, and programs offered by a campus shall meet the following criteria as determined by the applicable approving entities specified in 200.5.

- 6.1 Course/Program/Certificate Approval:** The course/program must be approved as provided in 200.5.
- 6.2 Career and Technical Education Mission:** Except as provided in 200.6.3, the course/program/certificate shall be directly related to meeting the needs of Utah's employers for technically skilled workers by preparing adult and secondary students to enter, re-enter, upgrade, or advance in current or emerging occupations that generally do not require an associate or more advanced degree, as provided in UCAT Policy 100 (UCAT Mission Statement) and in UCA 53B-1-101.5(2).
- 6.3 Community Interest:** If the course does not meet the career and technical education mission provided in 200.6.2, it may be offered only if it is a course of interest when similar offerings to the community are limited and it is financially self-supporting, as provided in UCA 53B-2a-106(2)(c).
- 6.4 Program Duplication:** The course/program/certificate shall not unnecessarily duplicate career and technical education programs between the campus and a higher education institution represented on the campus board of directors, as provided in UCA 53B-2a-112(2), and shall not include credit-based academic programs typically offered by community colleges or other institutions of higher education, as provided in UCA 53B-2a-106(4).
- 6.5 Basic Skills:** The course/program/certificate may offer basic instruction in areas such as reading, language arts, and mathematics that are necessary for student success in a chosen career and technical education or job-related program, as provided in UCA 53B-2a-106(2)(b).



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6.6 **Course, ~~or~~ Program, or Certificate Need/Market Demand:** The course/program/certificate shall meet a documented need by one or more Utah employers for new trained workers or for upgraded employee skills, with the need being sufficient to merit the campus resources required.

6.7 **Employer Advisory Committee Validation and Support:** (Not required for a stand-alone course as defined in 200.5.1.2, or for an occupational skills certificate as defined in 200.4.4, although documented employer need/demand as provided in 200.6.6 shall be required.) For every program, an employer advisory committee, composed of at least three members representative of the program area in the geographical service area, shall be in place that has ensured and will continue to ensure that:

6.7.1 Desirable, relevant, and current practices of the occupation are being taught.

6.7.2 The instructional program provides instruction in the competencies essential to success in the occupation, including job knowledge, job skills, safety, work habits, and attitudes.

6.7.3 Academic competencies necessary and relevant to the occupational field are provided and integrated with occupational skills into the instructional program.

6.8 **Resource Availability:** The campus shall have sufficient financial, capital, and human resources to support the course/program/certificate, and the course/program/certificate need must be sufficient to justify allocation of campus resources.

6.9 **Course Length:** Each course, whether within a program or standing alone, shall be assigned a course length which represents the expected time it would take a typical student to complete the course in a traditional classroom/lab-based format.

6.10 **Program/Certificate Information:** The program certificate, occupational skills certificate, and/or accompanying transcript for each program/certificate shall include a program/certificate title and sufficient detail such that a prospective employer or others viewing it will understand what the student accomplished in earning the certificate. Certificates and transcripts shall also include the campus affiliation as a UCAT campus.

200.7 **Documentation for Course/Program/Certificate Approval**

The following documentation shall be provided for approval of all courses, ~~and~~ programs, and certificates, to be submitted and retained as provided in 200.5.

7.1 **Program/Certificate Description:** Program title, program length, Classification of Instructional Programs (CIP) code, and brief summary of scope and purpose.



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- 7.2 **Program/Certificate Outline:** Course numbers, course titles, course descriptions and objectives, course lengths, specializations, emphases, course sequencing and program structure as relevant.
- 7.3 **Employer Support**
 - 7.3.1 **Market Demand/Need:** Brief summary of the criteria specified in 200.6.6, with documentation attached as needed.
 - 7.3.2 **Employer Advisory Committee:** (Not required for a stand-alone course as defined in 200.5.1.2, or an occupational skills certificate as defined in 200.4.4, although documented employer need/demand as provided in 200.6.6 shall be required.) Brief summary of the criteria specified in 200.6.7, with references to committee documentation filed with the campus.
- 7.4 **Approval:** Date and reference to documentation of approval (such as signed memorandum, minutes of meeting, etc.) by the person or entity specified in 200.5, with attestation that the relevant criteria specified in 200.6 have been duly reviewed, satisfied, and approved.



Subject:	Student Enrollment and Completion Reporting
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205.1 Purpose

To specify criteria, definitions, processes, data collection, and reporting for student enrollment and completion at UCAT campuses and for the UCAT system.

205.2 Approval

UCAT Board of Trustees: April 10, 2014. Revised: June 12, 2014 (pending)
Effective Date: ~~July 1, 2013 (retroactive to include FY 2014 data and reporting)~~ July 1, 2014.

205.3 References

- [UCA 53B-2a-102](#) Utah College of Applied Technology President – Appointment – Duties
- [UCA 53B-2a-104](#) Utah College of Applied Technology Board of Trustees – Powers and Duties
- [HB2, 2014 Legislative Session](#), New Fiscal Year Supplemental Appropriations Act, Lines 1391-1534 Intent Language
- [SCR5, 2013 Legislative Session](#), Concurrent Resolution Expressing Support for Achieving 66% by 2020 Goal
- [UCA 53A-15-301](#) Education Programs for Students with Disabilities
- [UCA 53B-9-101,102](#) Higher Education for Senior Citizens
- [Utah Administrative Code R277-419](#) Pupil Accounting
- [Utah Administrative Code R277-705-1.H](#) Secondary School Completion and Diplomas

205.4 Data Provisions

A UCAT campus shall provide data to the Office of the UCAT President as set forth in this policy, to include:

- 4.1 Year-end performance data for Certificate-Seeking, Occupational Upgrade, Other Post-Secondary, and Secondary students detailing the number and percentage of:
 - (1) Completers (Graduate and Non-Graduate/Early-Hire completers, where applicable);
 - (2) Non-Completers, and (3) those who are Still Enrolled at the end of the fiscal year.
- 4.2 ~~Average cost per membership hour, average cost per Program Certificate awarded to Certificate-Seeking students, average cost per Occupational Upgrade Certificate awarded to Occupational Upgrade students, average cost per Completion for Other Post-Secondary students, and average cost per Completion for Secondary students., and average cost per Completion for Occupational Upgrade students, Other Post-Secondary students, and Secondary students.~~
- 4.3 Other data as shall be specified by this policy, the UCAT Data Dictionary, the Board of Trustees, or the UCAT President.

205.5 Classification and Conditions of Student Enrollment

An individual enrolling at a UCAT campus shall be classified, documented, and reported in the most applicable of the following student enrollment categories at the time of their enrollment, and shall be subject to any conditions of enrollment specified for that category. A student's enrollment category shall apply for the duration of the enrollment period specified for their enrollment category in 205.5.1, 205.5.2, 205.5.3, or



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205.5.4, and shall end upon their completion or non-completion as defined in 205.6.1 and 205.6.2. A student's enrollment category, once established as correctly representing the classification that applied at the time they began their enrollment, shall not be changed for any portion of the specified enrollment period for that category.

- 5.1 **Secondary Student:** A student who is currently enrolled in grades 7-12 in a Utah public or private school, or who is eligible to enroll in such a school as documented under the following criteria in accordance with R277-419-5. The enrollment period for a Secondary Student shall be the period of time defined by their home high school as qualifying for a minimum increment of high school credit (i.e., term, trimester, semester, etc.), beginning with the first day of enrollment in the time period and ending on the last day of the time period.
 - (a) Regardless of age, the student shall not have previously earned a basic high school diploma, high school certificate of completion, adult education secondary diploma, or high school equivalency diploma (GED).
 - (b) Except as provided in 205.5.1(c), the student shall be no more than 17 years old on or before September 1 of the fiscal year in which they are enrolled at the campus.
 - (c) A student who does not meet the age requirement specified in 205.5.1(b) shall be considered a secondary student if: (a) the student is documented as a retained senior (as specified in R277-419-1Q) or as having been enrolled in less than grade 12 during the previous year, and is no more than 19 years old on or before September 1 of the fiscal year; or (b) the student meets the definition of a student with a disability under UCA 53A-15-301.
 - (d) Application of this policy shall be limited to determination of student enrollment classification, and shall not be construed to imply admission of a student at a grade level inconsistent with ability to benefit, as determined by campus admission policy.
- 5.2 **Certificate-Seeking Student:** An individual enrolled at a UCAT campus who is not a Secondary Student as defined in 201.5.1, who is enrolled in an approved program as defined in Policy 200.4.1, and who has indicated intent to complete a Program Certificate as defined in Policy 200.4.3. The enrollment period for a Certificate-Seeking Student shall be the duration of their program of enrollment, beginning with the first day of enrollment in the program and ending on the date they complete or withdraw as defined in 205.6.1.2.
- 5.3 **Occupational Upgrade Student:** An individual enrolled at a UCAT campus who is not a Secondary Student or Certificate-Seeking Student, is employed at the time of enrollment, and has indicated intent to upgrade job skills, increase job security, or receive training at the request of an employer. The enrollment period for an Occupational Upgrade Student shall be the duration of the course or courses in which they are scheduled, beginning with the first day of enrollment in a course and ending on the date they complete or withdraw as defined in 205.6.1.3.
- 5.4 **Other Post-Secondary Student:** An individual who is not a Secondary, Certificate-Seeking, or Occupational Upgrade Student, but is enrolled at a UCAT campus under one



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of the following Other Post-Secondary Student classifications. The enrollment period for an Other Post-Secondary Student shall be the duration of the course or courses in which they are scheduled, beginning with the first day of enrollment in a course and ending on the date they complete or withdraw as defined in 205.6.1.4.

- 5.4.1 **Job Re-entry Student:** is unemployed at the time of enrollment and seeking to upgrade job skills.
- 5.4.2 **Campus-Credential-Seeking Student:** is enrolled in a campus-approved occupational program which does not meet the requirements of a program as defined in Policy 200.4.1.
- 5.4.3 **Basic Skills Student:** is enrolled in basic instruction such as reading, language arts, and mathematics that are necessary for student success in a chosen career and technical educational or job-related program (UCA 53B-2a-106(2)(c)).
- 5.4.4 **Senior Citizen Audit Waiver Student:** is enrolled in a course on a space-available basis under a Senior Citizen Audit Waiver as specified in Policy 204.7.
- 5.4.5 **Personal Interest Student:** is seeking to enhance skills for personal reasons not related to a career. Enrollment of Personal Interest Students shall be given lower priority to Secondary, Certificate-Seeking, Occupational Upgrade, and other students seeking occupational skills when space is limited. This provision does not apply to self-supporting Community Interest courses defined in Policy 200.6.3.
- 5.4.6 **Incarcerated Student:** is confined to a correctional facility while enrolled with a UCAT campus.

205.6 Student Completion

A UCAT campus shall document, classify, and report every student who was enrolled during a given reporting period with one of the following completion types for each program or course in which they were enrolled.

- 6.1 **Completer:** A student who has met the objective for their enrollment classification as specified in this section shall be classified as a Completer.
 - 6.1.1 **Secondary Student Completer:** A Secondary Student who has demonstrated sufficient competency in a course to be recommended by the campus to the high school as qualified to receive high school credit during a defined period of high school enrollment (i.e., term, trimester, semester, etc.).
 - 6.1.2 **Certificate-Seeking Completer:** A Certificate-Seeking Student who:
 - (a) **(Graduate Completer)** has demonstrated the competencies required for a certificate in an approved Program as defined in Policy 200.4.1 and has been awarded a Program Certificate as defined in paragraph 205.7.1, OR



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(b) **(Non-Graduate/Early-Hire Completer)** has acquired sufficient competencies through an approved Program, as defined in Policy 200.4.1, to become employed in the field of training pursued or a related field as evidenced by such employment not later than the Council on Occupational Education (COE) annual report deadline in December of the fiscal year following their program exit date. A campus shall reclassify a Non-Completer (205.6.2) who qualifies as a Non-Graduate/Early-Hire Completer by the December COE annual report deadline upon documenting their revised completion type.

6.1.3 Occupational Upgrade Completer: An Occupational Upgrade Student who has completed a course as defined in Policy 200.4.2.

6.1.4 Other Post-Secondary Completer: A student enrolled in one of the Other Post-Secondary enrollment classifications who has completed a course as defined in Policy 200.4.2.

6.2 Non-Completer: A student who has exited from their program without qualifying as a completer (205.6.1) for their enrollment classification.

6.3 Still Enrolled: A student who has not yet exited from their program at the end of the reporting period, but is still enrolled. A campus shall reclassify a Certificate-Seeking Non-Completer as Still Enrolled if they re-enroll in and continue their program by the December COE annual report deadline. Students who are still enrolled are excluded from calculations of current completion rates, and are included in completion rates only after they exit from enrollment.

205.7 Credentials

A UCAT campus shall document and report the following credentials awarded to students who qualify as specified. For students issued more than one credential, each award shall be reported for the qualifying student. For reported counts of *total credentials awarded*, the number shall include all of the awards issued to students. For reported counts of *students who received awards*, the number shall include only the number of distinct students who received any award and shall not reflect multiple certificates for a student.

7.1 Program Certificate: A credential defined in Policy 200.4.3 documenting that a student has completed a program or predefined subset. A Program Certificate may be issued to any student in any enrollment category specified in 205.5 who qualifies for the certificate. For students issued more than one Program Certificate, each award shall be reported for the qualifying student. A credential awarded for a program that has been approved in accordance with 200.4.1 and is reported as an occupational upgrade program for accreditation purposes is considered a Program Certificate.



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7.2 Occupational Upgrade Skills Certificate: An official designation issued on a transcript to an Occupational Upgrade student (as defined in 205.5.3) that the student has completed one or more courses that are part of an approved program (as specified in 200.4.1) with combined Course Lengths (as defined in Policy 200.6.9) totaling 60 hours or more. A credential defined in Policy 200.4.4 documenting that a student has completed a pre-defined course or set of courses approved by the campus board of directors that are needed by one or more employers and are not provided as a program certificate. An occupational skills certificate may be issued to any Secondary, Occupational Upgrade, or Other Post-Secondary student who qualifies for the certificate.

7.3 Utah Certificate Attainment Reporting: Program Certificates and Occupational Upgrade Skills Certificates shall each be identified and reported for the Utah goal set forth in Senate Concurrent Resolution 5 (SCR-5), 2013 General Legislative Session, that 66% of Utah's adults will hold a postsecondary degree or certificate by the year 2020.

7.4 Weighted Average Certificate Length: The average length of all Program Certificates (205.7.1) awarded to all students during a reporting period.

7.4.1 Weighted Average Certificate Length is calculated by totaling the program lengths (expected completion time, as approved in Policy 200.7.1) for all of the Program Certificates that were awarded to students, and dividing it by the total number of Program Certificates awarded. Example: Web (1170) + CNA (120) + Auto (630) + CNA (120) = 2040 hrs ÷ 4 certificates = 510 Weighted Average.

7.4.2 The Weighted Average Certificate Length shall be included in all reporting of Program Certificates, including counts of credentials awarded, certificate completion rates, cost per certificate, etc.

205.8 Completion Rates

For purposes of the year-end performance data specified in paragraph 205.4.1 and for interim periods, UCAT and campus completion rates shall be calculated and reported as follows for each reporting period. Each completion rate specified in this section shall be titled the "UCAT:[Campus] [Category] Completion Rate, as in "UCAT:System Secondary Student Completion Rate", "UCAT:BATC Certificate-Seeking Completion Rate", "UCAT:DATC Occupation Upgrade Completion Rate", "UCAT:DXATC Composite Completion Rate", etc. Calculations and representations of other data sets shall be titled as to be clearly identifiable and distinguished from these specified measures.

8.1 UCAT Secondary Student Completion Rate:

$$\frac{C}{C + N} \%$$

Where:

C (Completers) = # Distinct Secondary Student Completers (205.6.1.1).

N (Non-Completers) = # Distinct Secondary Student Non-Completers (205.6.2).



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"Distinct" means each Secondary Student who completes is counted only once. A student who completes two or more enrollment periods (205.5.1) during the reporting period is considered one completer. A student who is a completer of one enrollment period and a non-completer for another period is considered one completer, and is not included as a non-completer.

Students who are Still-Enrolled at the end of the reporting period (205.6.3) are excluded from the Completion Rate.

8.2 UCAT Certificate-Seeking Completion Rate:

$$\frac{C}{C + N} \%$$

Where:

C (Completers) = # Distinct Certificate-Seeking Completers (205.6.1.2, including both Graduate Completers and Non-Graduate/Early-Hire Completers).

N (Non-Completers) = # Distinct Certificate-Seeking Non-Completers (205.6.2).

"Distinct" means each Certificate-Seeking Student who completes is counted only once.

A student who completes more than one certificate or program is considered one completer. A student who is a completer of one certificate/program and a non-completer for another program is considered one completer, and is not included as a non-completer.

Students who are Still-Enrolled at the end of the reporting period (205.6.3) are excluded from the Completion Rate.

8.3 UCAT Occupational Upgrade Completion Rate:

$$\frac{C - CS}{C + N - CS} \%$$

Where:

C (Completers) = # Distinct Occupational Upgrade Completers (205.6.1.3).

N (Non-Completers) = # Distinct Occupational Upgrade Non-Completers (205.6.2).

CS (Certificate-Seekers) = # of Occupational Upgrade Students who were also enrolled as Certificate-Seeking Students during the reporting period, including Certificate-Seeking Completers, Non-Completers, and Still-Enrolled. They are excluded from the Occupational Upgrade count to keep a distinct post-secondary count.

"Distinct" means each Occupational Upgrade Student who completes is counted only once. A student who completes more than one course is considered one completer.

A student who is a completer of one course and a non-completer for another course is considered one completer, and is not included as a non-completer.

Students who are Still-Enrolled at the end of the reporting period (205.6.3) are excluded from the Completion Rate.



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8.4 UCAT Other Post-Secondary Completion Rate:

$$\frac{C - CO}{C + N - CO} \%$$

Where:

C (Completers) = # Distinct Other Post-Secondary Completers (205.6.1.4).

N (Non-Completers) = # Distinct Other Post-Secondary Non-Completers (205.6.2).

CO (Certificate & Occupational Upgrade) = # of Other Post-Secondary Students who were also enrolled as Certificate-Seeking or Occupational Upgrade Students during the reporting period, including Completers, Non-Completers, and Still-Enrolled. They are excluded from the Other Post-Secondary count to keep a distinct post-secondary count.

"Distinct" means each Other Post-Secondary Student who completes is counted only once. A student who completes more than one course is considered one completer. A student who is a completer of one course and a non-completer for another course is considered one completer, and is not included as a non-completer.

Students who are Still-Enrolled at the end of the reporting period (205.6.3) are excluded from the Completion Rate.

8.5 UCAT Composite Completion Rate:

$$\frac{\Sigma C}{\Sigma C + \Sigma N} \%$$

Where:

ΣC = Sum of Distinct Completers (205.8.1 + 8.2 + 8.3 + 8.4).

ΣN = Sum of Distinct Non-Completers (205.8.1 + 8.2 + 8.3 + 8.4).

"Distinct" for the UCAT Composite Completion Rate is a reflection of the distinct counts for each of the enrollment category completion rates in 205.8.1 through 205.8.4, and is separate for Secondary Students and for the three post-secondary categories combined. Each student who is enrolled during the reporting period as a Secondary Student is counted only once as a Secondary Student. Each adult student who is enrolled in any of the three post-secondary categories is counted only once as a post-secondary student between the three categories. A student who is enrolled for part of the reporting period as a Secondary Student and also as a separate enrollment in one or more of the post-secondary categories student is counted in the Secondary Student category and in the first applicable post-secondary category.

Students who are Still-Enrolled at the end of the reporting period (205.6.3) are excluded from the Completion Rate.

205.9 Cost Rates

For purposes of the cost data specified in paragraph 201.5.4.2, campus and UCAT cost rates shall be calculated and reported as follows for each reporting period. Each cost rate specified in this section be titled the "UCAT:[Campus] Cost per [Category], as in "UCAT:System Cost per Membership Hour", "UCAT:BATC Cost per Program Certificate", "UCAT:DATC Cost per Secondary Completion", etc. Calculations and



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representations of other data sets shall be titled as to be clearly identifiable and distinguished from these specified measures.

9.1 UCAT Cost per Membership Hour:

$$\$ \frac{\text{Direct Instructional Cost}}{\text{Membership Hours}}$$

Where:

Direct Instructional Cost = total direct instructional cost for the campus, as defined by the National Association of College and University Business Officers.

Membership Hours = total budget-related membership hours reported for the campus, as specified in Policy 201.5.

9.2 UCAT Cost per Program Certificate:

$$\$ \frac{(\text{Cost per Membership Hour}) \times (\text{Certificate-Seeker Hours})}{\text{Certificates awarded to Certificate-Seekers}}$$

Where:

Cost per Membership Hour = the number calculated in 205.9.1.

Certificate-Seeker Hours = total budget-related membership hours (201.5) accrued and reported during the reporting period for: (a) all Certificate-Seeking Students (205.5.2) who were enrolled (Completers, Non-Completers, and Still-Enrolled); plus (b) all other students (Secondary, Occupational Upgrade, and Other Post-Secondary) who were issued a Program Certificate (205.7.1).

Certificates Awarded to Certificate-Seekers = the total number of Program Certificates (205.7.1) awarded to students enrolled as Certificate-Seeking Students (205.5.2) to all students, regardless of enrollment category. Since it is the certificate that is the unit of measure and not the student, each certificate awarded is included in the certificate count, including multiple certificates awarded to a single student.

The Weighted Average Certificate Length (205.7.4) shall be included in reports of Cost per Program Certificate.

9.3 UCAT Cost per Occupational Upgrade Certificate Completion:

$$\$ \frac{(\text{Cost per Membership Hour}) \times (\text{Occupational Upgrade Hours})}{\text{Occupational Upgrade Certificates Completers}}$$

Where:

Cost per Membership Hour = the number calculated in 205.9.1.

Occupational Upgrade Hours = total budget-related membership hours (201.5) accrued and reported for Occupational Upgrade Students (205.5.3), excluding those who were issued a Program Certificate and counted in 205.9.2.

Occupational Upgrade Certificates-Completers = the total number of Occupational Upgrade Certificates issued (205.7.2). Since it is the certificate that is the unit of measure and not the student, each certificate awarded is included in the certificate count, including multiple certificates awarded to a single student. Completers (205.6.1.3), excluding those who were issued a Program Certificate and counted in



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205.9.2. Since it is the student (completer) that is the unit of measure and not the course, the distinct number of students is included in the completer count, regardless how many courses a student completed.

9.4 UCAT Cost per Other Post-Secondary Completion:

$$\$ \frac{(\text{Cost per Membership Hour}) \times (\text{Other Post-Secondary Hours})}{\text{Other Post-Secondary Completers}}$$

Where:

Cost per Membership Hour = the number calculated in 205.9.1.

Other Post-Secondary Hours = total budget-related membership hours (201.5) accrued and reported for Other Post-Secondary Students (205.5.4), excluding those who were issued a Program Certificate and counted in 205.9.2.

Other Post-Secondary Completers = the total number of Other Post-Secondary Completers (205.6.1.4), excluding those who were issued a Program Certificate and counted in 205.9.2. Since it is the student (completer) that is the unit of measure and not the course, the distinct number of students is included in the completer count, regardless how many courses a student completed.

9.49.5 UCAT Cost per Secondary Student Completion:

$$\$ \frac{(\text{Cost per Membership Hour}) \times (\text{Secondary Student Hours})}{\text{Secondary Student Completers}}$$

Where:

Cost per Membership Hour = the number calculated in 205.9.1.

Secondary Student Hours = total budget-related membership hours (201.5) accrued and reported for Secondary Students (205.5.1), excluding those who were issued a Program Certificate and counted in 205.9.2.

Secondary Student Completers = the total number of Secondary Student Completers (205.6.1.1), excluding those who were issued a Program Certificate and counted in 205.9.2. Since it is the student (completer) that is the unit of measure and not the course or term, the distinct number of students is included in the completer count, regardless how many courses or terms a student completed.

205.10 UCAT Data Dictionary

The Office of the UCAT President shall provide specifications to the campuses in the form of a UCAT Data Dictionary detailing definitions and processes for the consistent application, collection, submission, and reporting of data elements as shall be required by this policy, the Board of Trustees, the UCAT President, and UCAT stakeholders. The Data Dictionary and revisions thereto shall be approved annually by the Board of Trustees prior to the fiscal year for which it is applicable, or during the year if needed.

205.11 Campus Data Submission and Certification

A UCAT campus shall submit data to the Office of the UCAT President from its student information system in accordance with the UCAT Data Dictionary or as required by the Office of the UCAT President. Following



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the conclusion of each fiscal year, a campus shall have a final fiscal-year-end data submission certified and formally approved as specified in this section, and as shall be detailed in the UCAT Data Dictionary.

11.1 Annual Data Submission and Certification Schedule

11.1.1 Enrollment/Completion Year-End Data Submission:

Reporting Period: Complete fiscal year (July 1 through June 30).
Data Submission Deadline: July 31 (31 days after fiscal year end).
Data Content: enrollment (headcount and membership hour), completion, and placement data for all students enrolled during the reporting period.
Data Use: enrollment and completion (except Non-Graduate Completion) shall be considered final for UCAT Annual Report and other fiscal year reports. Placement data (including Non-Graduate Completion) will be noted as preliminary and pending final follow-up submission.
Campus Certification/Campus Board Approval Deadline: September 15.
UCAT Board of Trustees Approval: September 30.

11.1.2 Placement/Completion Interim Follow-Up Submission:

Reporting Period: Complete fiscal year (July 1 through June 30).
Data Submission Deadline: September 30.
Data Content: placement data for Certificate-Seeking students enrolled during the reporting period, updated as of September 30.
Data Use: Updated placement data only (including Non-Graduate Completion) shall be updated to the Enrollment/Completion Year-End Data Submission and included in the UCAT Annual Report, and shall be footnoted as preliminary and pending final follow-up submission.
Campus Certification/Campus Board Approval Deadline: Interim data – final certification not required.
UCAT Board of Trustees Approval: Interim data – final approval not required.

11.1.3 Placement/Completion Final Follow-Up Submission:

Reporting Period: Complete fiscal year (July 1 through June 30).
Data Submission Deadline: Five business days after the COE annual report deadline in December.
Data Content: placement data for Certificate-Seeking students enrolled during the reporting period, updated as of the COE annual report deadline in December.
Data Use: Updated placement data only (including Non-Graduate Completion) shall be updated to the Enrollment/Completion Year-End Data Submission, shall be considered final for all fiscal year reports, and shall be published as a supplement to the UCAT Annual Report.
Campus Certification/Campus Board Approval Deadline: December 31.
UCAT Board of Trustees Approval: January 15.



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11.2 Annual Data Certification Process

11.2.1 Campus Review and Certification: Each campus president shall, in conjunction with the campus instructional and student services officers, conduct a thorough review of each campus data submission, and shall provide written certification that the campus data comply with the criteria outlined in Utah Code 53B-2a-102, UCAT Policies 200, 201, and 205, and any local campus policy(s).

11.2.2 Campus Board of Directors Approval: The campus board of directors shall be presented the campus president's data review and certification in an official board meeting and approve the campus president's review and certification as an action item. The campus president shall submit a letter to the UCAT President indicating that the review, certification and board approval have been accomplished.

11.2.3 UCAT Board of Trustees Approval: The Office of the UCAT President shall review each campus certification and campus board approval, and the UCAT President shall report UCAT administration acceptance and approval to the UCAT Board of Trustees. Upon acceptance and approval of the campus data submission and certification by the Board of Trustees, the approved information shall be designated the official data to be published in reports pertaining to the fiscal year.

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II.M

TOPIC: FY 2015 Data Dictionary

BACKGROUND

The UCAT Data Dictionary is maintained by the Office of the UCAT President as a guiding document to the campuses in the data collection and reporting processes. Updates are approved annually by the Board of Trustees to provide oversight to the campuses in assuring that data definitions are current and consistently applied. Under the leadership of Stephanie Rikard, UCAT Director of Data and Information Systems, the campus data representatives have recommended Data Dictionary revisions for FY 2015. The changes are summarized below, and the entire dictionary is available to be viewed at <http://www.ucat.edu/ucat/board-of-trustees/meetings/> under the link for this board meeting. Upon approval by the Board, the changes will be effective July 1, 2014.

1. **Enrollment Objective (U-21):** Definitions updated to refer to new UCAT Policy 205.5.
2. **Exit Code (U-28):** Definitions updated to refer to new UCAT Policy 205.6 (Exit Code C to be used for completers other than those who received a program certificate).
3. **Award Type (U-43):** New code added for Occupational Skills Certificate to align with policy 200.4.4 and 205.7.2. Program Certificates clarified.

FISCAL IMPACT

None

RECOMMENDATIONS

UCAT Administration recommends the Board approve the UCAT Data Dictionary for FY 2015 with the revisions summarized in the "UCAT Data Dictionary FY 2015 – Summary of Recommended Revisions".

Attachments: <http://www.ucat.edu/ucat/board-of-trustees/meetings/>



UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II.N

TOPIC: FY 2015 Custom Fit Allocations

BACKGROUND

The 2014 Legislature appropriated an additional \$500,000 to the Utah College of Applied Technology for Custom Fit training, bringing the new FY 2015 amount to a total of \$3,159,200.

Following discussion with the President's Cabinet it has been determined to recommend the following distribution of Custom Fit funds to UCAT Campuses, Snow College, Utah State University Eastern and the Office of the UCAT President. In addition to the proposed distribution, target amounts are being specified for each training provider that will focus at least \$500,000 towards manufacturing.

The new allocation proposal provides an increase to each provider with a significant increase to the rapidly growing TATC campus. The \$9,200 allocated to the UCAT Office of the President will be utilized to cover the personnel costs of managing the Custom Fit data base.

	<u>FY 2014 Allocation</u>	<u>Proposed FY 2015 Allocation</u>	<u>Proposed Target for Manufacturing</u>
BATC	\$365,400	\$400,000	\$70,000
DATC	\$316,200	\$400,000	\$70,000
DXATC	\$228,400	\$275,000	\$35,000
MATC	\$362,700	\$400,000	\$70,000
OWATC	\$359,000	\$400,000	\$70,000
SWATC	\$219,900	\$275,000	\$35,000
TATC	\$87,500	\$200,000	\$40,000
UBATC	\$272,800	\$325,000	\$40,000
SNOW	\$235,600	\$250,000	\$35,000
USU-E	\$207,900	\$225,000	\$35,000
UCAT	\$3,800	\$9,200	-
Totals	\$2,659,200	\$3,159,200	\$500,000

RECOMMENDATION

UCAT Administration recommends that the Board of Trustees approve the proposed Custom Fit allocations for FY 2015 with specified target amounts to each provider for manufacturing training.



UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II.O

TOPIC: Campus President/UCAT President Compensation

BACKGROUND

Utah Code 53B-2a-102 (2)(i), requires the UCAT President to set annual compensation for campus presidents, with the approval of the UCAT Board of Trustees. The 2014 Utah State Legislature authorized and funded a 1.25% cost-of-living adjustment to the salaries of all UCAT employees for the FY 2015 year (July 1, 2014 to June 30, 2015). Based on this action it is recommended that the salaries of the eight UCAT campus presidents and the UCAT President be increased by 1.25%.

Additionally, and consistent with the UCAT Audit Committee's recommendation, all remaining allowances presently part of campus presidents' compensation are recommended to be added to the FY 2015 salaries after the 1.25% FY 2015 adjustment. This recommended change impacts the BATC, DATC, DXATC and UBATC campus presidents' compensation.

RECOMMENDATIONS

It is recommended that the Board of Trustees approve a 1.25% adjustment to the salaries of all UCAT campus presidents and the UCAT President for FY 2014-15. It is also recommended that the Board of Trustees approve all compensation allowances for the campus presidents of BATC, DATC, DXATC and UBATC to be added to the respective campus presidents' salaries after the 1.25% adjustment is made.



UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II.P

TOPIC: Office of the UCAT President Budget 2014-2015

BACKGROUND

The Office of the UCAT President is primarily funded by tax dollars appropriated by the State Legislature. Per UCAT Policy 555.3.3, *"After review and approval by the UCAT President, the proposed budget shall be submitted to the UCAT Board of Trustees for final approval in the regular Board Meeting in June of each year."* The attached spreadsheet is administration's plan for the disposition of funds appropriated to The Office of the UCAT President for the fiscal year ending June 30, 2015.

FISCAL IMPACT

N/A – Funding has already been appropriated.

RECOMMENDATIONS

UCAT Administration recommends the Board of Trustees approve the budget as attached.

Attachments:

FY 2015 Budget – Office of the UCAT President





Utah College of Applied Technology
Office of the President
Fiscal Year 2015 Office Budget

Revenue

UCAT Administration Ongoing Appropriation	1,841,500
Equipment Appropriation	561,100
Custom Fit Appropriation	3,159,200
One-time Marketing/Messaging Fund	200,000
One-time Disabled Scholarship Fund	100,000
Perkins Leadership Fund for Professional Development	25,000
Campus Support for Northstar	170,000
Equipment Flow Through to Campuses	(551,500)
Custom Fit Flow Through to Campuses	(3,150,000)
Admin Line Item to Campuses	(400,000)
Total State Budget for President's Office	<u>1,955,300</u>

Expenditures

Salaries, Payroll Tax & Benefits	1,277,700
Building Occupancy Costs	135,000
Internal Auditing	30,000
Professional Development Conference	40,000
Equipment Purchases	20,000
Employee Travel	15,000
Board Meetings	11,500
UCAT System Meetings	12,500
Marketing (Ongoing)	20,000
Marketing (One-time)	200,000
Automobile Expenses	13,000
Annual Report	7,500
Supplies & Misc. Expenses	48,200
Memberships	13,000
Scholarships for Disabled (one-time)	100,000
Unallocated	11,900
Total Expenditures	<u>1,955,300</u>

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: II. Q

TOPIC: DXATC Dixie Commons Lease and Diesel Lease Extension Approval

BACKGROUND

DXATC's current main campus location is in the Tonaquint area of St. George. The campus needs additional space for its OpX and apprenticeship programs. There is 7,000 Square feet currently available at the Dixie Commons complex just south of DXATC's Tonaquint facilities. Current monthly lease amount is \$6,300 for 42 months plus incidental items identified in the agreement as Additional Rent (see Sections 4.3 and 4.4)

DXATC's Diesel Technology program is housed at the Red Rock Industrial Park in St. George. The proposed renewal is for five years at a maximum of \$64,740 annually. The majority of the terms will remain unchanged from years past. The lessor has agreed to specified shop improvements and will additionally rebate \$1,316.90 per month to DXATC.

FISCAL IMPACT

Dixie Commons Lease: -\$75,600 (ongoing)
Diesel Lease Extension: -\$64,740 (ongoing)
Diesel Lease Rebates: +\$15,800 (ongoing)

RECOMMENDATIONS

UCAT Administration recommends the Board of Trustees approve the Dixie Commons lease and the Diesel lease extension.

OFFICE LEASE

FOR

DIXIE APPLIED ~~TECHNICAL~~
TECHNOLOGY COLLEGE

d/b/a DXATC

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OFFICE LEASE

THIS OFFICE LEASE (this "Lease") is made by and between **BV DIXIE COMMONS, LLC**, an Idaho limited liability company ("Landlord"), and **DIXIE APPLIED TECHNOLOGY COLLEGE d/b/a DXATC** ("Tenant").

ARTICLE 1 DEFINITIONS AND CERTAIN BASIC PROVISIONS

The following sets out certain defined terms and other basic information pertaining to this Lease:

(a) **Landlord's Address:** BV Dixie Commons, LLC, c/o Ball Ventures, LLC, 901 Pier View Drive, Suite 201, Idaho Falls, Idaho 83402.

Tenant's Address: Dixie Applied ~~Technical~~ Technology College,
Name: Kelle Stephens
Title: President DXATC
Company Name: Dixie Applied Technology College
Address: 1506 Silicon Way Suite
City, State Zip: St. George, Utah 84770
Email: kstephens@dxatc.edu
Phone: 435-674-8401

(b) **Project:** Landlord's property located in the City of St. George, Washington County, Utah, which property is shown on **Exhibit A** attached to this Lease. The parties agree that Exhibit A is attached solely for the purpose of locating the Project and the Building within the Project and that no representation, warranty, or covenant is to be implied by any other information shown on the exhibit.

(c) **Building:** That certain commercial building located within the Project referred to as Building K in Exhibit A attached to this Lease comprising approximately 7,000 net/leasable square feet and having a street address of 1664 S. Dixie Drive, St. George, Utah 84770.

(d) **Premises:** That certain portion of the Building depicted on the plan attached to this Lease as **Exhibit B** comprising approximately 7,000 square feet and designated as Suite K-102. The Premises include and extend from the top surface of the subfloor to the ceiling, inward from the midpoint of each interior demising wall, and inward from the outside face of each exterior wall of the Premises, and include exterior doors and windows but exclude any pipes, ducts, conduits, wires, appurtenant fixtures, and equipment serving, in whole or in part, other portions of the Building and the area above the false ceiling.

(e) **Premises Percentage:** That percentage established by dividing the area of the Premises by the net/leasable area, and as will change from time to time, to the Building or Common Area. The current Premises Percentage is .0839%.

(f) **Delivery Date:** The date Landlord delivers to Tenant possession of the Premises will be June-16, 2014. Upon commencement of the Lease Term, or later as determined necessary by Landlord, Tenant shall execute and provide Landlord with a counterpart of an estoppels letter prepared by Landlord in the form of **Exhibit D** attached to this Lease setting forth and memorializing the Delivery Date, Allowance, Lease Term, Minimum Rent, Minimum Rent Commencement Date, Security Deposit, and such other basic information and terms pertaining to this Lease as Landlord may then request.

(g) **Allowance:** The contribution to be provided by Landlord with respect to its improvement of the Premises set forth on **Exhibit E** attached to this Lease.

(h) **Lease Term:** The Lease Term will commence on the Delivery Date with Minimum Rent commencing to accrue beginning on the Minimum Rent Commencement Date and continuing for 42 months after the Minimum Rent Commencement Date; provided, however, if the Minimum Rent Commencement Date is a date other than the first day of a calendar month, the Lease Term shall be extended for the number of days in the month of the Minimum Rent Commencement Date occurring after such date, to the effect that the Lease Term shall end on the last day of the month. Notwithstanding the foregoing, Tenant shall have the option(s), if any, described on **Exhibit F** attached to this Lease to i) extend the Lease Term, and ii) the limited right to terminate this lease. .

(i) **Minimum Rent:** The Minimum Rent for each year following the Minimum Rent Commencement Date (each a "Lease Year") is in the following amounts:

<u>Lease Months</u>	<u>Annual Minimum Rent</u>	<u>Monthly Installments</u>
1 - 42	\$75,600.00	\$6,300.00

(j) **Minimum Rent Commencement Date:** On the same day as the commencement of the Lease Term.

(k) **Agents:** Jeff Reber of Real Estate Asset Strategies representing Tenant ("Tenant's Agent), and Meeja McAllister and Jason Griffith of NAI Utah South representing Landlord ("Landlord's Agent).

(l) **Additional Rent:** All amounts payable by Tenant to Landlord with respect to certain taxes and operating expenses in accordance with the provisions of Sections 4.3 and 4.4 below. Additional Rent shall commence to accrue as of the commencement of the Lease Term.

(m) **Security Deposit:** ~~\$6,300.00 to be paid upon the execution of this Lease by Tenant as security for Tenant's obligations hereunder waived.~~

(n) **Intentionally Deleted.**

(o) **Permitted Use:** The Premises shall be used only for the operation of a vocational school, in compliance with all zoning and other pertinent statutes, laws, ordinances, and regulations, and for no other use.

(p) **Project Declaration:** The Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded by the Washington County Recorder on April 30, 2009, as Document No. 20090016543, a copy of which Tenant acknowledges was provided by Landlord.

(q) **Rules and Regulations:** The rules and regulations governing the operation of the Project and Building referenced in **Exhibit G**, attached to this Lease.

(r) **Effective Date:** June ____, 2014

ARTICLE 2 GRANTING CLAUSE

Landlord leases the Premises to Tenant upon the terms, covenants, and conditions set forth in this Lease.

ARTICLE 3 DELIVERY AND IMPROVEMENT OF PREMISES

3.1 Except to the extent of Landlord's construction obligations set forth in Exhibit C attached to this Lease and as provided in the last sentence of this section, the Premises are being leased "AS IS," with Tenant accepting all defects, if any, and Landlord making no warranty of any kind, express or implied, with respect to the Premises except for those representations and warranties as listed in this Agreement. Tenant shall be given the opportunity to inspect the Premises and to have qualified experts inspect the Premises on or prior to the Delivery Date. Notwithstanding the foregoing, Landlord represents and warrants that it has no current actual knowledge (without investigation or inquiry) of any storage or disposal of any toxic or hazardous substances on or under the Premises.

3.2 Tenant shall construct or cause to be constructed, at Tenant's sole costs and expense, except as may otherwise be provide in Exhibit E to this Lease and subject to the provisions thereof, all improvements to the Premises (the "Improvements") to be prepared forthwith by Tenant and delivered to Landlord for its approval prior to this lease being signed. Landlord shall promptly approve or specify in detail any deficiencies in the proposed Plans and Specifications, and, in the event of Landlord's disapproval, Tenant shall in good faith attempt to remedy all deficiencies reasonably specified by Landlord. Landlord agrees to specify any objections in detail by written notice delivered to Tenant within ten (10) business days after the date of Tenant's delivery to Landlord of the proposed Plans and Specifications. ~~Tenant acknowledges that Landlord's right to approve the Plans and Specifications is of paramount importance given the short term nature of the Lease and the amount of Allowance it is providing. Therefore, Landlord has the termination right, as stated in Exhibit F, to terminate this Lease if Landlord unwilling, in its sole discretion, to approve Tenant's Plans and Specifications.~~

3.3 The architects, engineers, general contractors, and others to be employed in connection with the construction of the Improvements shall be selected and employed by Tenant; provided, however, Landlord's written approval of all architects, engineers, and general contractors shall first be obtained. Landlord agrees to provide such written approval or disapproval of Tenant's architects, engineers, and general contractors within five (5) days after receiving Tenant's request for such approval.

3.4 As part of a construction contract, Tenant shall require that the general contractor (a) waive and relinquish any and all claims in may have against Landlord and all mechanics' lien claims which it might have against the fee simple title and Landlord's interest in the Premises as a result of the construction of the Improvements, (b) cause Landlord to be named as an additional insured under all liability insurance policies providing coverage with respect to any work performed on or about the Premises by or through the general contractor, and (c) provide Landlord with current certificate(s) of insurance evidencing the general contractor's compliance with the foregoing requirement and its insurer's agreement to notify Landlord at least 30 days prior to any cancellation, modification, or expiration of any such liability insurance policy. Tenant agrees to provide to Landlord upon request such information as Landlord may reasonably require with respect to Tenant's general contractors.

3.5 Tenant shall use commercially reasonable efforts to expeditiously obtain such building permit and complete construction of the Improvements.

3.6 Tenant shall be responsible for the payment or other release of all claims by general contractors, subcontractors, or material-men made with respect to the construction of the Improvements.

3.8 Tenant shall retain during the Lease Term the original warranties and guaranties pertaining to the Improvements erected or installed upon the Premises and deliver to Landlord not later than the Minimum Rent Commencement Date copies of all such warranties and guaranties. In the event of the termination of this Lease when any warranties or guaranties are still applicable, Tenant hereby assigns to Landlord effective as of the date of termination all such warranties and guaranties pertaining to the Improvements, including without limitation those for all equipment comprising apart of the Improvements.

ARTICLE 4 RENT

4.1 All rental payments due under this Lease shall be payable to Landlord at Landlord's Address.

4.2 Tenant shall pay to Landlord the Minimum Rent in monthly installments in the amounts specified in Article 1(j) above. The first such monthly installment shall be due and payable on or before the Minimum Rent Commencement Date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided, however, if the Minimum Rent Commencement Date is a date other than

the first day of a calendar month, there shall be due and payable on or before such date as Minimum Rent for the balance of such calendar month a sum equal to 1/30th of the rent specified for the first full calendar month for each day from the Minimum Rent Commencement Date to the end of the calendar month in which the Minimum Rent Commencement Date falls.

4.3 Tenant shall also pay to Landlord the Additional Rent as provided in Section 4.4 below and subject to the following definitions:

(a) The term “Real Estate Taxes” shall mean and include all personal property taxes of Landlord relating to Landlord’s personal property located in the Building and used in connection with the operation and maintenance thereof, real property taxes, installments of special assessments, including interest thereon, relating to the Building, and all other governmental charges, general and special, ordinary and extraordinary, foreseen as well as unforeseen, of any kind and nature whatsoever, or other tax however described, which is levied or assessed against all or any part of the Building or allocated to the Building pursuant to the terms of the Project Declaration filed of record with respect to the Project and payable during the respective calendar year, other than any income tax, estate tax, or inheritance tax~~[JR1]~~.

(b) The Building’s “Operating Expenses” shall mean and include all expenses payable during the respective calendar year with respect to the maintenance and operation of the Building as determined by Landlord’s accountant in accordance with generally accepted accounting principles consistently applied, including without limitation insurance premiums, maintenance and repair costs, steam, electricity, water, sewer, gas, and other utility charges, fuel, lighting, window washing, security, janitorial services, trash and rubbish removal, wages, employee benefits or employee taxes payable to or for the benefit of employees of Landlord whose duties are connected with the operation and maintenance of the Building (but only for the portion of their time allocable to work related thereto), amounts paid to contractors or subcontractors for work or services performed in connection with the operation and maintenance of the Building, all services, supplies, repairs, replacements, or other expenses for maintaining and operating the Building, reasonable attorney’s fees and costs in connection with appeal or contest of Real Estate Taxes or other levies, the amount of common area costs (exclusive of Real Estate Taxes) allocated to the Building under the Project Declaration~~[JR2]~~, and such other expenses as may be ordinarily incurred in the operation and maintenance of an office complex and not specifically set forth herein, including reasonable management fees which will be limited to no more than 3% of the rental revenues (not including CAM revenue) for the project. In addition, in no event will the estimated Operating Expenses for each succeeding year of the Lease exceed an annual increase of three percent (3%). Notwithstanding the foregoing, the term “Operating Expenses” shall not include any capital improvements to the Building other than replacements required for normal maintenance and repair, nor shall it include repairs, restoration, or other work occasioned by fire, windstorm, or other insured casualty, expenses incurred in leasing or procuring tenants, leasing commissions, advertising expenses, expenses for renovating space for new tenants, legal expenses incident to enforcement by Landlord of the terms of any lease, interest or principal payments on any mortgage or other indebtedness of Landlord, or any depreciation allowance or expense. Any capital expenditures included in the Building’s Operating Expenses will be prorated on an annual basis based on the manufactures or installers

estimated useful life of the item. In other words, no single capital expense for an item with a useful life that spans more than one year, will be recaptured in a single year.

(c) The term “Tenant’s Prorated Share of Real Estate Taxes” shall mean the Real Estate Taxes for the applicable calendar year multiplied by the Premises Percentage, and the term “Tenant’s Prorated Share of Operating Expenses” shall mean the Operating Expenses for the applicable calendar year multiplied by the Premises Percentage.

4.4 Landlord may estimate for each calendar year (a) the total amount of Real Estate Taxes, (b) the total amount of Operating Expenses, (c) Tenant’s Prorated Share of Real Estate Taxes, (d) Tenant’s Prorated Share of Operating Expenses, and, based on the foregoing, (e) the annual and monthly Additional Rent payable by Tenant during such year. Following written notice of such estimates by Landlord, Tenant shall pay, as Additional Rent, the amount of Tenant’s prorated share of any estimated Real Estate Taxes for such year and Tenant’s prorated share of any Operating Expenses for such year, in equal monthly installments, in advance, on the first day of each month during the applicable calendar year. In the event that said estimate is delivered to Tenant after the first day of the applicable calendar year, said amount shall be payable in equal monthly installments, in advance, on the first day of each month over the balance of such year, with the number of installments being equal to the number of full calendar months remaining in such year. Notwithstanding the foregoing, the amount and payment of the Additional Rent under this section shall be subject to the following additional provisions:

(a) From time to time during any applicable calendar year, Landlord may reestimate the amount of any Real Estate Taxes and Operating Expenses and Tenant’s prorated share thereof, and in such event Landlord shall provide written notice to Tenant of such reestimate in the manner above set forth and fix monthly installments for the then remaining balance of such year in an amount sufficient to pay the reestimated amount over the balance of such year after giving credit for payments made by Tenant on any previous estimate.

(b) Within sixty (60) days aAfter the end of each calendar year, Landlord shall cause its accountants to determine the actual amount of any Real Estate Taxes and Operating Expenses for such year and Tenant’s prorated share thereof and deliver a written certification of such amounts to Tenant. If Tenant has paid less than its Prorated Share of Real Estate Taxes or its Prorated Share of Operating Expenses for any year, Tenant shall pay the balance of its prorated share within 30 days after the receipt of such statement. If Tenant has paid more than its Prorated Share of Real Estate Taxes or its Prorated Share of Operating Expenses for any year, Landlord shall, at Tenant’s option and within 30 days following Landlord’s receipt of Tenant’s election, either (i) refund such excess, or (ii) credit such excess against the most current monthly installment or installments due Landlord for its estimate of Tenant’s Prorated Share of Real Estate Taxes and/or Tenant’s Prorated Share of Operating Expenses for the next following year.

(c) An equitable adjustment shall be made for each the first and final calendar years falling partially within the Lease Term, as applicable, based on the number of months in each such year included within the Lease Term (exclusive of any period ending before Additional Rent commences to accrue pursuant to Article 1(m) above), and all Additional Rent

payable by Tenant, or credits due Tenant, as a result of the provisions of this Section 4.4 shall be adjusted accordingly.

4.5 In the event any rent payable under this Lease is not received within ten days after its due date for any reason whatsoever or if any rent payment is by check which is returned for insufficient funds, then, in addition to the past due amount, Tenant shall pay to Landlord, at its option, either (a) a late charge in an amount equal to 5% of the rent then due, in order to compensate Landlord for its administrative and other overhead expenses, or (b) interest on the rent then due at the rate of 12% per annum, compounded monthly, such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the rent due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord. Any such late charge or interest payment shall be payable immediately on demand. Moreover, if any rent is paid by a check which is returned for insufficient funds, Tenant shall also pay to Landlord an additional fee of \$50.00 to compensate Landlord for any banking expenses it may incur in connection with the dishonored check.

4.6 All amounts under this Lease in addition to the Minimum Rent and Additional Rent required by this Article 4 to be paid by Tenant to Landlord will also be deemed to constitute rent for all purposes and, unless specifically provided otherwise, Tenant shall pay such amounts within ten days after Tenant's receipt of an invoice from Landlord. All rent payable under this Lease shall be paid to Landlord without deduction or offset for any amount whatsoever, except as may be expressly provided otherwise in this Lease.

ARTICLE 5 FINANCIAL STATEMENTS

5.1 Tenant shall within ten days after a request from Landlord deliver to Landlord such financial statements as may be reasonably requested by Landlord to verify the net worth of Tenant and any guarantor of Tenant's obligations under this Lease.

5.2 Landlord shall use good-faith efforts to keep confidential all financial statements supplied by Tenant; provided, however, Landlord shall have the right to disclose such information to Landlord's mortgagees, prospective purchasers and mortgagees, and own managerial and administrative staff.

ARTICLE 6 CERTAIN TAXES AND OTHER CHARGES

6.1 If at any time during the Lease Term there shall be levied, assessed, or imposed a tax, charge, or capital levy (other than a general gross receipts or income tax) on all or a portion of the rents prescribed in this Lease, then Tenant shall pay the same even if such tax may be imposed by the governmental authority upon Landlord.

6.2 Tenant shall also be liable for all taxes levied against personal property and fixtures placed by Tenant at the Premises.

ARTICLE 7
COMMON AREA AND COMMON SERVICES

7.1 The term “Common Area” is defined for all purposes of this Lease as comprising (a) that part of the Project not under lease to tenants to the extent ~~designated by Landlord from time to time~~ outlined in Exhibit A which common area is for the common use of all tenants in the Building (hereinafter called “Common Area Users”), including, among other facilities (as such may be applicable to the Project), parking areas, private drives, and sidewalks and the like, together with other areas and improvements provided for the common benefit of all Common Area Users, including, among other improvements, landscaping, planters, retaining walls, fences, utility lines, light poles and fixtures in parking areas, truck service ways, loading docks, and trash enclosures, but excluding space in buildings, now or hereafter existing, designed for rent for commercial purposes and streets and alleys maintained by a public authority, and (b) those portions of the Building designated by Landlord from time to time for the common use of all Common Area Users, but excluding space in the Building now or hereafter designed for rent for commercial purposes, together with other areas and improvements provided for the common benefit of all Common Area Users, including building exteriors, exterior canopies and supports, exterior building lights, roofing, and all pipes, ducts, conduits, wires, and appurtenant fixtures and equipment serving, in whole or in part, portions of the Building not dedicated to the sole use of a particular tenant in the Building. All Common Area shall be subject to Landlord’s sole management and control and be operated and maintained in such manner as Landlord in its discretion shall determine. Landlord reserves the right to change from time to time the dimensions or location of the Common Area, and to construct additional buildings or other improvements in the Common Area so long as such improvements or changes do not cause an increase in the Tenant’s common area expenses. Tenant and its employees, customers, and, when duly authorized pursuant to the provisions of this Lease, Tenant’s sublessees and licensees shall have a non-exclusive easement to use the Common Area as constituted from time to time for parking, ingress, egress, common access to abutting roadways, and other ordinary and reasonable uses, all such use to be in common with other Common Area Users and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not solicit business or display merchandise within the Common Area or elsewhere in the Project, nor conduct any advertising or marketing program therein, nor take any action which would interfere with the rights of other persons to use the Common Area or other portions of the Project or Building without the prior written consent of Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights. Landlord shall be responsible for the operation, management, and maintenance of the Common Area, with the manner of maintenance and the expenditures therefore being ~~in the sole discretion of Landlord~~ applied in similar projects within the St. George area, except that Landlord shall cause the Common Area described in part (b) of the first sentence in this section to be maintained in good condition and repair.

7.2 Tenant agrees not to overburden the parking areas of the Common Area and to cooperate with Landlord and other Common Area Users in the use of such parking areas. Moreover, Landlord reserves the right, in its discretion, to determine whether portions or all of the parking areas are becoming overly crowded and, in such event, to allocate among the

Common Area Users portions of the parking areas for use based on the respective Premises Percentage of the various Common Area Users. At all times, Tenant shall have use, in common, of a minimum of 35 parking stalls.

7.3 Notwithstanding any provision of this Article 7 to the contrary, this Lease will be subject and subordinate in all respects to the covenants, conditions, restrictions, and easements contained in the Project Declaration including without limitation with respect to the amount of costs allocated to the Building under said declaration.

ARTICLE 8 USE AND CARE OF PREMISES

8.1 Tenant shall continuously operate its business in the Premises during normal business hours and in a reputable manner.

8.2 The Premises may be used only for the Permitted Use and for no other purpose.

8.3 Tenant shall not, without Landlord's prior written consent, keep anything on the Premises or use the Premises for any purpose which creates a risk of toxic or otherwise hazardous substances or which increases the insurance premium cost or invalidates any insurance policy carried on the Premises, the Building, or other parts of the Project. All property kept, stored, or maintained upon the Premises or within the Building by Tenant shall be at Tenant's sole risk. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by Tenant of any law, rule, regulation, order, or determination of any governmental authority pertaining to health or the environment ("Environmental Laws") and relating to the Premises and the Building hereafter arising, excepting only any violations of Environmental Laws caused by Landlord. This indemnification shall survive the expiration or termination of this Lease.

8.4 Tenant shall not conduct from the Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease," or similar sale. Nor shall Tenant permit any public nuisance in the form of objectionable noises or odors to emanate from the Premises; nor place or permit any radio, television, loudspeaker, or amplifier outside the Premises or where the same can be seen or heard from outside the Premises; nor place any antenna, equipment, awning, or other projection on the exterior of the Building; nor take any other action which would constitute a public nuisance or would unreasonably disturb or endanger other tenants of the Building or Project or unreasonably interfere with their use of their respective premises; nor permit any unlawful or immoral practice to be carried on or committed from the Premises; nor do anything which would tend to injure the reputation of the Building or Project.

8.5 Tenant shall take good care of the Premises, including the Improvements, shall keep the same secure and free from waste at all times, and shall not overload the floors in the Building nor deface or injure the Building. Tenant shall keep the Premises and areas adjacent to the Premises free from dirt, trash, and rubbish at all times and store all trash and rubbish within the Premises for the regular pick-up of same. Removal of trash and rubbish shall be made only

in the manner and areas reasonably prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or rubbish on the Premises or within the Project.

8.6 Tenant shall keep all exterior windows in the Premises free from any signage or other obstruction to visibility from the exterior of the Building other than window blinds, shades, or curtains of a uniform design and color as approved by Landlord.

8.7 Tenant shall procure at its sole expense any permits and licenses required for the conducting of business from the Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations applicable to the Premises. At Landlord's request, Tenant shall deliver to Landlord copies of all permits and licenses required with respect to Tenant's business operations and proof of Tenant's compliance with all such laws, ordinances, and governmental regulations.

8.8 Tenant shall at its sole cost and expense cause the Premises and the operation of any business within the Premises to comply with the Americans With Disabilities Act, as amended from time to time (the "Act"), and, if Tenant fails to maintain the Premises in compliance with the Act, Landlord shall have the right, but not the obligation, at Tenant's sole cost and expense, to enter the Premises and cause the Premises to comply with the Act. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all costs, claims, and liabilities, including, without limitation, attorneys' fees and court costs, arising from or related to Tenant's failure to maintain the Premises in compliance with the Act.

8.9 Tenant shall at all times comply with Landlord's Rules and Regulations and all matters of record affecting the Premises, including but not limited to the Project Declaration.

ARTICLE 9 MAINTENANCE AND REPAIR OF PREMISES

Tenant shall take good care of the Premises and Improvements throughout the term of this Lease and keep them in an attractive and good condition free from waste or nuisance of any kind. Tenant shall make repairs to the Premises and Improvements (including but not limited to storefront glazing, exterior doors and windows, but excluding the other components of exterior walls which will be Landlord's responsibility) at its sole cost and expense, and Landlord shall not be called upon to make any improvements or repairs thereto of any kind during the term of this Lease. At the end or other termination of this Lease, Tenant shall remove all of Tenant's signage from the Building and Premises and repair any damage that may have been caused by its installation, maintenance, or removal. Notwithstanding the foregoing, Tenant shall restore the Premises to their original condition, ordinary wear and tear excepted, prior to delivery of the Premises to Landlord.

ARTICLE 10 ALTERATIONS

10.1 Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All alterations, additions, improvements, and fixtures (including without limitation all floor

coverings, but excluding Tenant's unattached, readily movable furniture, office equipment, and any trade fixtures not permanently affixed to the Building) that may be made or installed upon the Premises shall be surrendered with the Premises at the termination of this Lease or, at Landlord's election, removed from the Premises at Tenant's expense, with the Premises restored to substantially the condition existing on the date of possession, normal usage and wear excepted.

10.2 All alterations, additions, or improvements done by Tenant upon the Premises shall be performed in a good and workmanlike manner, lien-free and in compliance with all governmental requirements, by contractors approved by Landlord in writing and in such manner as to cause a minimum of interference with other construction in progress and with the conduct of business in the Building. Tenant agrees to indemnify, defend, and hold harmless Landlord against any loss, liability, or damage resulting from such work.

10.3 In the event Tenant uses a general contractor to construct alterations, additions, or improvements upon the Premises, Tenant shall, prior to the commencement of such work, require said general contractor (a) to execute and deliver to Landlord a waiver and release of any and all claims it may have against Landlord and all mechanics lien claims which it might have against the fee simple title and Landlord's interest in the Premises as a result of such construction, (b) cause Landlord to be named as an additional insured under all liability insurance policies providing coverage with respect to any work performed on or about the Premises by or through the general contractor, and (c) provide Landlord with a current certificate of insurance evidencing the general contractor's compliance with the foregoing requirement and its insurer's agreement to notify Landlord at least 30 days prior to any cancellation, modification, or expiration of any such liability insurance policy.

ARTICLE 11 LANDLORD'S RIGHT OF ACCESS

11.1 Landlord shall have the right to enter the Premises at any reasonable time during normal business hours on reasonable notice for the purpose of completing Landlord's Work and for inspecting the Premises or showing the Premises to prospective purchasers, tenants, or lenders.

11.2 Tenant will permit Landlord to place and maintain "for rent" or "for lease" signs on the Premises during the last 180 days of the Lease Term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Article 12 below or any other provision of this Lease.

ARTICLE 12 SIGNS

12.1 Subject to Landlord's approval and sign criteria contained in **Exhibit H**, and in an addition to any signage the Tenant may install on Building K, Tenant shall have the right to install no more than one (1) building sign on Building L.

12.2 Tenant shall not, without Landlord's prior written consent, erect or install in the Premises or on the Building any signs, window or door lettering, or other signage, placards, decorations, banners, pennants, search lights, balloons, neon lighting, or other advertising media of any type that can be viewed from beyond the Premises, unless the same shall conform in all respects to the sign criteria (a) contained in Exhibit H of the Lease, and (b) established by Landlord for the Building from time to time in the exercise of its sole discretion; provided, however, Tenant shall install a building sign conforming to such sign criteria above the storefront of the Premises in conjunction with constructing Tenant's Improvements to the Premises. All signs shall be kept in good condition at all times during the Lease Term.

12.3 Tenant shall have the right, at its expense, and subject to Landlord's approval, to install and maintain a H__-line panel^{JR3}, if available, on the Landlord's pylon/monument sign within the Project on both sides of the panel depicted in **Exhibit I** attached to this Lease, subject to Tenant obtaining any required governmental permits or approvals with respect to such panel, provided Tenant shall upon such installation share on a prorated basis (based on panel area) in all repair, maintenance, and electricity costs for the sign (but not for the costs of the sign's initial construction). Nevertheless, Landlord shall retain the right to modify the pylon/monument sign at its sole discretion, including the removal of any tenant's sign panel, as the pylon/monument sign is intended more for retail tenants. Should Landlord exercise its right to modify the sign, it will do so at Landlord's sole expense. In no event will these modification reduce or eliminate Tenant's signage exposure or visibility.

ARTICLE 13 UTILITIES

13.1 Landlord shall cause to be provided for the Premises telephone, water, electricity, gas, and sewerage service, as applicable, in accordance with Exhibit C attached to this Lease. All such services shall to the extent practicable be separately metered to the Premises at Tenant's expense, including the cost of any meter installation or connection fees^{JR4}. Notwithstanding the foregoing, (a) the water and sewerage service for the Building shall be paid by Landlord and equitably allocated among and billed to the Premises and other areas serviced, and (b) Landlord shall have the option of submetering the electricity provided to the Premises and/or gas used in the HVAC system servicing the Premises and billing Tenant directly for the cost of such electricity and gas (prorated, if applicable, based on the respective square footages of the various areas serviced), provided that all leasable areas within the Building are equitably allocated the cost of electricity and gas servicing each such area.

13.2 Tenant shall promptly pay all charges for telephone service and any other utilities separately metered to the Premises, and Landlord shall not be liable for any interruption whatsoever in any such services.

ARTICLE 14 INSURANCE COVERAGES^{JR5}

14.1 Landlord shall maintain all such insurance coverages as Landlord may determine reasonable from time to time, with the premiums therefor being equitably allocated to the Building and included as a component of the Building's Operating Expenses.

14.2 Tenant shall, commencing as of the Delivery Date and continuing at all times during the Lease Term, maintain a policy or policies of Causes of Loss-Special Form property insurance, with a Business Income endorsement, in an amount equal to the full replacement cost of all furniture, fixtures, equipment, and other personal property of Tenant maintained in the Premises and endorsed to provide that Tenant's insurance is primary in the event of any overlapping coverage with the insurance carried by Landlord. Tenant shall, prior to occupancy of the Premises and at Landlord's request from time to time, provide Landlord with a current certificate of commercial property insurance (using ACORD 27 or ACORD 28) evidencing Tenant's compliance with this section and its insurer's agreement to notify Landlord at least 30 days prior to any cancellation, modification, or expiration of the property insurance policy.

14.3 Tenant shall commencing as of the Delivery Date and continuing at all times during the Lease Term maintain a policy or policies of Commercial General Liability insurance, written on an occurrence basis, covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage occurring upon, in, or about the Premises. Such insurance shall provide minimum protection of not less than \$2,000,000.00 combined single limit coverage per occurrence of bodily injury, property damage, or combination thereof, with a \$4,000,000.00 aggregate cap per policy year. Tenant's insurance shall contain an endorsement that Tenant's insurance is primary and non-contributory for claims arising out of an incident or event occurring within the Premises, contain a provision naming Landlord (and any mortgagee designated by Landlord) as an additional insured, and include coverage for the contractual liability of Tenant to indemnify Landlord pursuant to the terms of this Lease. Tenant shall, prior to occupancy of the Premises and at Landlord's request from time to time, provide Landlord with a current certificate of liability insurance (using ACORD 25) evidencing Tenant's compliance with this section and its insurer's agreement to notify Landlord at least 30 days prior to any cancellation, modification, or expiration of the liability insurance policy.

14.4 Tenant shall also commencing as of the Delivery Date and continuing at all times during the Lease Term maintain the following insurance coverages with premiums thereon fully paid on or before the due date and provide Landlord with current certificates of insurance evidencing Tenant's compliance with this section and its insurer's agreement to notify Landlord at least 30 days prior to any cancellation, modification, or expiration of the insurance coverages:

(a) Automobile Liability Insurance with coverage for all owned, non-owned, and hired vehicles operated by or for Tenant, with combined limits of not less than \$1,000,000.00 each accident for bodily injury or property damage and a provision naming Landlord (and any mortgagee designated by Landlord) as an additional insured;

(b) Workers Compensation Insurance providing statutory benefits to employees of Tenant in the State of Utah, with a waiver or subrogation in favor of Landlord;

(c) Employers Liability Insurance, with limits of not less than \$500,000.00 per accident or disease, or such greater amount as may be required by law; and

(d) Exterior Sign Insurance and Plate Glass Insurance, covering all plate glass in the Premises and including a provision naming Landlord as the loss payee.

14.5 To the extent Tenant sells beer, wine, or other alcoholic beverages on the Premises and such coverage is not provided by Tenant's Commercial General Liability policy, Tenant shall also maintain host liquor liability/dram shop liability insurance or other insurance as may be required by Landlord, protecting Landlord and Tenant from all liability arising out of the sale and consumption of all such beverages, written on an occurrence basis with limits of at least \$3,000,000 per occurrence, and provide Landlord with a current certificate of insurance evidencing Tenant's compliance with this section and its insurer's agreement to notify Landlord at least 30 days prior to any cancellation, modification, or expiration of the insurance coverage.

14.6 All policies required to be carried under this Lease shall be issued by and binding upon an insurance company licensed to do business in the State of Utah and having an A.M. Best Rating of "A-, X" or better.

14.7 So long as it is permissible to do so under the laws and regulations governing the writing of insurance within the State of Utah, all insurance carried by either Landlord or Tenant shall provide for a waiver of rights of subrogation against Landlord and Tenant on the part of the insurance carrier. Further, Tenant waives any and all rights of recovery, claims, actions, or causes of action against Landlord, together with its members, employees, and agents, for any loss or damage to property or any injuries to or death of any person which is covered or would have been covered under the insurance policies required under this Lease. The foregoing release shall not apply to losses or damages in excess of actual or required policy limits (whichever is greater) applicable under any policy obtained. The failure of Tenant to obtain or maintain any insurance policy required under this Lease shall be a defense to any claim asserted by Tenant against Landlord, or its members, employees, and agents, for any loss sustained by Tenant that would have been covered by any such required policy.

ARTICLE 15 DAMAGES BY CASUALTY

15.1 If the Premises or Improvements are damaged or destroyed by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord.

15.2 If during the last two years of the Lease Term the Building is totally destroyed by fire or other casualty, or if during such two-year period it should be so damaged that rebuilding or repairs cannot be completed within ~~180~~90 days after the date of such damage, this Lease shall, at the option of Tenant (to be exercised by written notice delivered to Landlord within 30 days after the occurrence of the casualty), terminate and the rent shall abate during the unexpired portion of this Lease, effective with the date of such damage.

15.3 If the Building is damaged by fire or other casualty but not under such circumstances as would entitle Tenant to terminate pursuant to Section 15.2 above, or if under such circumstances Tenant shall not have elected to terminate this Lease, this Lease shall not terminate, and Landlord shall, at its sole cost and expense, proceed with reasonable diligence to rebuild and repair the Building and Premises to substantially the same condition in which they existed prior to such damage, whereupon Tenant shall at its cost replace any furniture, fixtures, equipment, or other personal property used by Tenant in the Premises. The rent payable under

this Lease shall in no event abate under such circumstances during the period in which the Premises or Building are untenable.

ARTICLE 16 EMINENT DOMAIN

16.1 If any portion of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall, at Tenant's option, terminate and the rent shall abate during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to Landlord within 30 days after the date physical possession is taken by the condemning authority.

16.2 If any portion of the Premises is taken as aforesaid and Tenant does not terminate this Lease, the Minimum Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken and the Premises Percentage equitably adjusted, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Tenant shall make all repairs or alterations to the remaining Premises as may be required to make the remaining portions an architectural whole.

16.3 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises, including for the Improvements, shall be the property of Landlord. Tenant shall also retain the right to petition for compensation related to a "taking", which amount, if any, shall be paid to Tenant.

16.4 If any part of the parking area or remaining portions of the Project are taken as aforesaid, this Lease shall not terminate, nor shall the rent payable hereunder be reduced, and all compensation awarded therefor (or the proceeds of private sale in lieu thereof) shall be the property of Landlord.

ARTICLE 17 ASSIGNMENT AND SUBLETTING

17.1 Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession, or other right of occupancy of any portion of the Premises without the prior written consent of Landlord. Landlord agrees that it will not withhold consent in a wholly unreasonable and arbitrary manner, but, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as Landlord's desired tenant mix, the reputation and net worth of the proposed transferee, the proposed transferee's qualifications and intended use of the Premises, and the then-current market conditions and rents. Landlord shall be entitled to charge Tenant a reasonable fee for processing Tenant's request to assign or transfer its interest in this Lease.

17.2 Notwithstanding the provisions of Section 17.1 above, Tenant shall be permitted to assign this Lease to an affiliate of Tenant without the prior written consent of Landlord if all

of the following conditions are first satisfied: (a) Tenant shall not then be in default under this Lease, (b) a fully executed copy of such assignment and assumption of this Lease by the assignee and such other information regarding the assignment as Landlord may reasonably request shall have been delivered to Landlord, (c) the Premises shall continue to be operated solely for the Permitted Use, and (d) Tenant shall pay all costs reasonably incurred by Landlord in connection with such assignment, including Landlord's attorney's fees. The term "affiliate" as used in this section shall mean an entity which (x) directly or indirectly controls Tenant, (y) is under the direct or indirect control of Tenant, or (z) is under common, direct, or indirect control with Tenant. The term "control" as used in this section shall mean ownership of 51% or more of the voting interest of the controlled entity.

17.3 Any assignee or sublessee of an interest in and to this Lease shall be deemed, by acceptance of such assignment or sublease or by taking actual or constructive possession of the Premises, to have assumed all of the obligations set forth in or arising under this Lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of the Premises.

17.4 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other obligations under this Lease. Moreover, in the event that the rent due and payable by a sublessee (or a combination of the rent payable under such sublease plus any bonus incident thereto) exceeds the rent payable under this Lease, or if with respect to an assignment, license, or other transfer by Tenant permitted by Landlord the consideration payable for such transfer to Tenant by the assignee, licensee, or other transferee exceeds the rent payable under this Lease, then Tenant shall pay Landlord all such excess rent and other excess consideration within ten days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case may be.

17.5 Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or the Premises.

17.6 In the event of the transfer and assignment by Landlord of its interest in this Lease and the Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from all obligations accruing after the date of the assignment, and Tenant agrees to look solely to such successor-in-interest of Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder, including any Security Deposit, may be assigned and transferred by Landlord to such successor-in-interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE 18 SUBORDINATION, ATTORNMENT, AND ESTOPPELS

18.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter placed upon the Project or any portion of the Project that includes the Building and Premises, and to any renewals and extensions thereof. Tenant

agrees that any such mortgagee shall have the right at any time to subordinate its mortgage, deed of trust, or other lien to this Lease; provided, however, notwithstanding that this Lease may then be superior to a mortgage, deed of trust, or other lien, the mortgagee shall not be liable for prepaid rents, security deposits, and claims accruing during Landlord's ownership. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed upon the Premises or the Project as a whole, and Tenant agrees upon demand to execute such further instruments so subordinating this Lease as Landlord may reasonably request, provided such mortgagee executes and delivers to Tenant an agreement confirming that Tenant's possession of the Premises will not be disturbed so long as Tenant is not in default under this Lease.

18.2 At any time when the holder of an outstanding mortgage, deed of trust, or other lien covering Landlord's interest in the Premises has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust, or other lien shall have received written notice of such default and a reasonable time (and in any event not less than 30 days) shall thereafter have elapsed without the default having been cured.

18.3 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify Tenant and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), shall confirm that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default, specifying any default), shall confirm Tenant's agreements contained in this article, and shall contain such other information or confirmations as Landlord may reasonably require.

ARTICLE 19 DEFAULT AND REMEDIES

19.1 The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of rent or any other obligation under this Lease involving the payment of money and such failure shall continue for a period of ten days after written notice thereof to Tenant; provided, however, that, for each calendar year during which Landlord has already given Tenant two written notices of the failure to pay an installment of rent, no further notice shall be required (i.e., the event of default will automatically occur on the tenth day after the date upon which the rent was due).

(b) Tenant shall fail to comply with any provision of this Lease, other than as described above, and either shall not cure such failure within 30 days after written notice thereof to Tenant or shall cure that particular failure but shall again fail to comply with the same provision of this Lease within three months after Landlord's written notice. Tenant's failure to perform any such obligation which may not reasonably be cured within 30 days will not be considered a default if Tenant institutes good-faith efforts to cure the non-performance within the 30-day period and thereafter diligently completes performance.

(c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof ("Debtor Relief Laws"); or Tenant or any guarantor of Tenant's obligations under this Lease shall be the subject of proceedings filed under Debtor Relief Laws and such proceedings are not discharged within 60 days after commencement.

(e) A receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this Lease and such receiver or trustee is not discharged within 60 days following the appointment.

(f) Tenant shall do or permit to be done anything which creates a lien upon the Premises or upon all or any part of the Building or Project and such lien is not either removed or fully bonded for within 30 days after Tenant becoming aware of such lien.

19.2 Upon the occurrence of any such events of default, Landlord, at Landlord's option, without additional notice or demand, may exercise any and all remedies to which Landlord may be entitled at law or in equity, in any order, successively or concurrently, including without limitation the following:

(a) Landlord may take any reasonable action deemed necessary by Landlord, in Landlord's sole discretion, to cure the default. Tenant shall be liable to Landlord for all of Landlord's expenses so incurred, with such expenses being payable on demand by Landlord to Tenant, together with interest thereon at 12% per annum, compounded monthly, from the date such sums were expended until paid.

(b) Landlord may continue this Lease in full force and effect and reenter and take possession of the Premises in accordance with State law, ejecting all persons from the Premises. Upon Landlord's reentry or demand to reenter, Tenant immediately shall surrender possession of the Premises to Landlord. On obtaining possession, Landlord shall attempt to relet the Premises (or any part thereof) using reasonable efforts to do so. On Landlord's reentry, Tenant immediately shall pay to Landlord all accrued rent and all other sums then due under this Lease. Landlord, at Landlord's sole option, may relet the Premises in Landlord's or Tenant's name, but in no event shall Tenant be entitled to collect or receive any rent therefrom. If rent from a new tenant is less than that herein agreed to be paid by Tenant, Tenant shall pay such deficiency to Landlord upon demand. Landlord shall hold the rent collected, interest-free, and apply the same to all amounts then or thereafter due from Tenant under this Lease. Landlord shall not be deemed to have terminated this Lease or Tenant's liabilities thereunder as a result of such reentry or by any action to obtain possession of the Premises unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. Nothing herein contained shall be construed to obligate Landlord to relet the Premises.

(c) Landlord may terminate this Lease by written notice to Tenant of Landlord's election to do so (irrespective of whether Landlord had previously not exercised its right to do so but instead continued the Lease in effect), with or without reentry. Upon Landlord's notice of termination, Tenant immediately shall pay to Landlord the amount of all accrued rent and other sums due under this Lease to the date of termination, and all damages incurred as a result of such default, including without limitation the cost of recovering the Premises and the worth, at the time of termination, of the excess of the amount of all rent due under the Lease for the balance of the Lease Term over the rental value of the Premises at the time of termination.

~~(d) Landlord may retain or take possession of any of Tenant's personal property (excluding leased property) in or about the Premises pursuant to Landlord's security interest and landlord's lien provided in Section 20.2 below.~~

19.3 Landlord, in every case, shall be entitled to recover from Tenant all of Landlord's expenses, costs, and damages arising out of any events of default, including, but not limited to, advertising, brokerage fees, clean-up, repair, alterations, refurbishing, custodial and security expenses, bookkeeping and accounting costs, attorney's fees and legal expenses (whether or not suit is brought), and costs and expenses of litigation, together with interest thereon at 12% per annum, compounded monthly, from the date such sums were expended until paid; provided, however, in no event shall any such interest exceed the highest rate permitted by applicable law.

ARTICLE 20 SECURITY DEPOSIT AND INTEREST

~~20.1 Tenant shall deposit the Security Deposit with Landlord upon the execution hereof as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of said deposit for the payment of any rent or other charge in default, or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which it may sustain by reason thereof. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall, within ten days after written demand therefor, deposit with Landlord cash in an amount sufficient to restore said deposit to its full amount, and Tenant's failure to do so shall constitute a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all its obligations hereunder, the Security Deposit, or so much of it that has not been used or applied by Landlord, shall be returned, without interest, to Tenant at the expiration of the Lease Term after Tenant has vacated the Premises. No trust relationship is created herein between the parties with respect to the Security Deposit.~~

~~20.20.1 Landlord shall have at all times a valid security interest and landlord's lien to secure payment of all rents and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any term, covenant, or condition contained herein, upon all equipment, fixtures, furniture, improvements, and other personal property of Tenant presently or hereafter~~

~~situated on the Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the terms, covenants, and conditions of this Lease have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all equipment, fixtures, furniture, improvements, and other personal property of Tenant situated on the Premises not otherwise secured by third party lienholders, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least five days before the time of sale. Any sale made pursuant to the provisions of this section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held at the Premises and a general description of the types of property to be sold has been advertised in a daily newspaper published in Bonneville County, Idaho, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest and landlord's lien granted in this section, with any surplus being paid to Tenant or as otherwise required by law.~~

ARTICLE 21 HOLDING OVER

In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance at a rent equal to the monthly installment of Minimum Rent last payable under this Lease plus 50% of such amount, and otherwise subject to all the terms, covenants, and conditions of this Lease insofar as the same are applicable to a tenancy-at-sufferance. Tenant will also pay all damages suffered by Landlord as a result of such holdover.

ARTICLE 22 NOTICES

22.1 Any notice or other submission required or permitted under this Lease shall be in writing and, together with any other document required or permitted to be delivered hereunder, be deemed to be delivered when deposited with a national overnight delivery service, delivery charges paid by sender, or in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Article 1 above, or, at Landlord's option, to Tenant at the Premises, or to such other addresses as the parties have otherwise specified by written notice. All notices or documents personally delivered by or to a party must also be delivered in the foregoing manner to be effective. Landlord and

Tenant agree that properly signed email transmissions of required documentation will also be accepted.

22.2 If and when included within the term “Landlord” as used in this Lease there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments of rent. Similarly, if and when included within the term “Tenant” as used in this Lease there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and any payments to Tenant. All parties included within the terms “Landlord” and “Tenant,” respectively, shall be bound by notices and payments given in accordance with the provisions of this article to the same effect as if each had received such notice or payment.

22.3 Notwithstanding any other provision of this Lease to the contrary, where a party’s approval shall be deemed to have been given to a notice or other submission upon the lapse of a period of time stated in this Lease, a bold faced and capitalized notation “**RESPONSE REQUIRED WITHIN # DAYS**” must be set forth at the top of the first page or in the “Re” line of such notice or in the transmittal cover for such other transmittal.

ARTICLE 23 COMMISSIONS

Tenant represents and warrants that it has not contracted with any broker or agent, other than Tenant’s Agent, to pay a commission, and has not represented to any broker or agent, other than Tenant’s Agent, that Landlord will pay such broker or agent a commission, in connection with the negotiation or execution of this Lease. Landlord shall have no obligation or responsibility to pay a commission, other than to Tenant’s Agent, to Tenant, nor any other broker’s commission arising as a consequence of the negotiation and consummation of this Lease. The Landlord shall pay to Tenant's Agents, at the time the Lease is fully executed, a commission of three percent (3%) of the rental value of Tenant's initial lease term.~~per a separate commission agreement.~~

ARTICLE 24 MISCELLANEOUS

24.1 In addition to the 32 non-reserved parking stalls used in common with other tenants, ~~t~~The Tenant shall have 3 (three) reserved covered parking stalls throughout the Lease Term. The Landlord retains the right, however, in its sole discretion to make modifications to the covered parking stalls including, but not limited to, stall configuration, space designation, or number of reserved stalls. The Landlord may not modify the covered stalls in such a way that it would prevent Tenant from utilizing a minimum of 3 (three) reserved covered parking stalls.

24.2 Nothing in this Lease shall be deemed or construed by the parties hereto as creating the relationship of principal and agent or of partnership or joint venture, it being understood and agreed that neither the method of computation of rent nor any other provision

contained herein shall be deemed to create any relationship between the parties other than that of landlord and tenant.

24.3 Tenant shall not for any reason withhold or reduce Tenant's required payments of rent or any other obligations provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided.

24.4 The liability of Landlord (including its members and managers and the members, managers, partners, officers, and directors thereof, as applicable) to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Building, and Landlord (including its members and managers and the members, managers, partners, officers, and directors thereof, as applicable) shall not be personally liable for any deficiency, except that Landlord shall, subject to the provisions of Sections 17.6 and 20.1 above, remain personally liable to account to Tenant for any Security Deposit.

24.5 One or more waivers of any term, covenant, or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same term, covenant, or condition, and the consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

24.6 Whenever a period of time is herein prescribed for action to be taken by either party (other than the payment of rent or other sums due hereunder), such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God (other than weather related delays), shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever that are beyond the reasonable control of such party.

24.7 It is the intention of the parties that Landlord shall receive the rents herein reserved free from all taxes or charges imposed upon or by reason of the Premises and all expenses and charges required to be paid to maintain the Premises and continue the ownership of Landlord therein.

24.8 If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

24.9 The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Lease, and venue for any action under this Lease shall be exclusively in Washington County, Utah.

24.10 The captions used herein are for convenience only and do not limit or amplify the provisions of this Lease.

24.11 Whenever in this Lease the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

24.12 The terms, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, administrators, assigns, and successors-in-interest except as otherwise herein expressly provided.

24.13 This Lease contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified or expressly contemplated in this Lease. In addition, no agreement shall be effective to amend, modify, or terminate this Lease, in whole or in part, unless such is in writing and duly signed by the party against whom enforcement of such amendment, modification, or termination is sought.

24.14 Landlord and Tenant hereby acknowledge that they are not relying upon any brochure, rendering, information, representation, or promise of the other, or of the Agents, except as may be expressly set forth in this Lease; provided, however, Tenant consents by its execution of this Lease to Landlord's use and inclusion of Tenant's trade name in any of Landlord's advertisements or other promotional materials for the Project or Building.

24.15 This Lease includes Exhibits A through Exhibit I, and, in the event any provision of an exhibit shall be inconsistent with a provision in the body of this Lease, the provision set forth in the exhibit shall be deemed to control.

24.16 Tenant hereby covenants by and for itself and its heirs, executors, administrators, assigns, and successors-in-interest, and all persons claiming under or through Tenant, as follows, and this Lease is made and accepted upon and subject to the following conditions:

There shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, religion, handicap, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date opposite each signature below, to be effective as of the Effective Date.

LANDLORD:

BV DIXIE COMMONS, LLC,
an Idaho limited liability company

By: **BV Management Services, Inc.,**
an Idaho corporation

Its: Manager

Dated: _____, 20__

By: _____
Eric Isom, Chief Operations Officer

TENANT:

DIXIE APPLIED ~~TECHNICAL~~
TECHNOLOGY COLLEGE
a [Need entity type]

Dated: _____, 20__

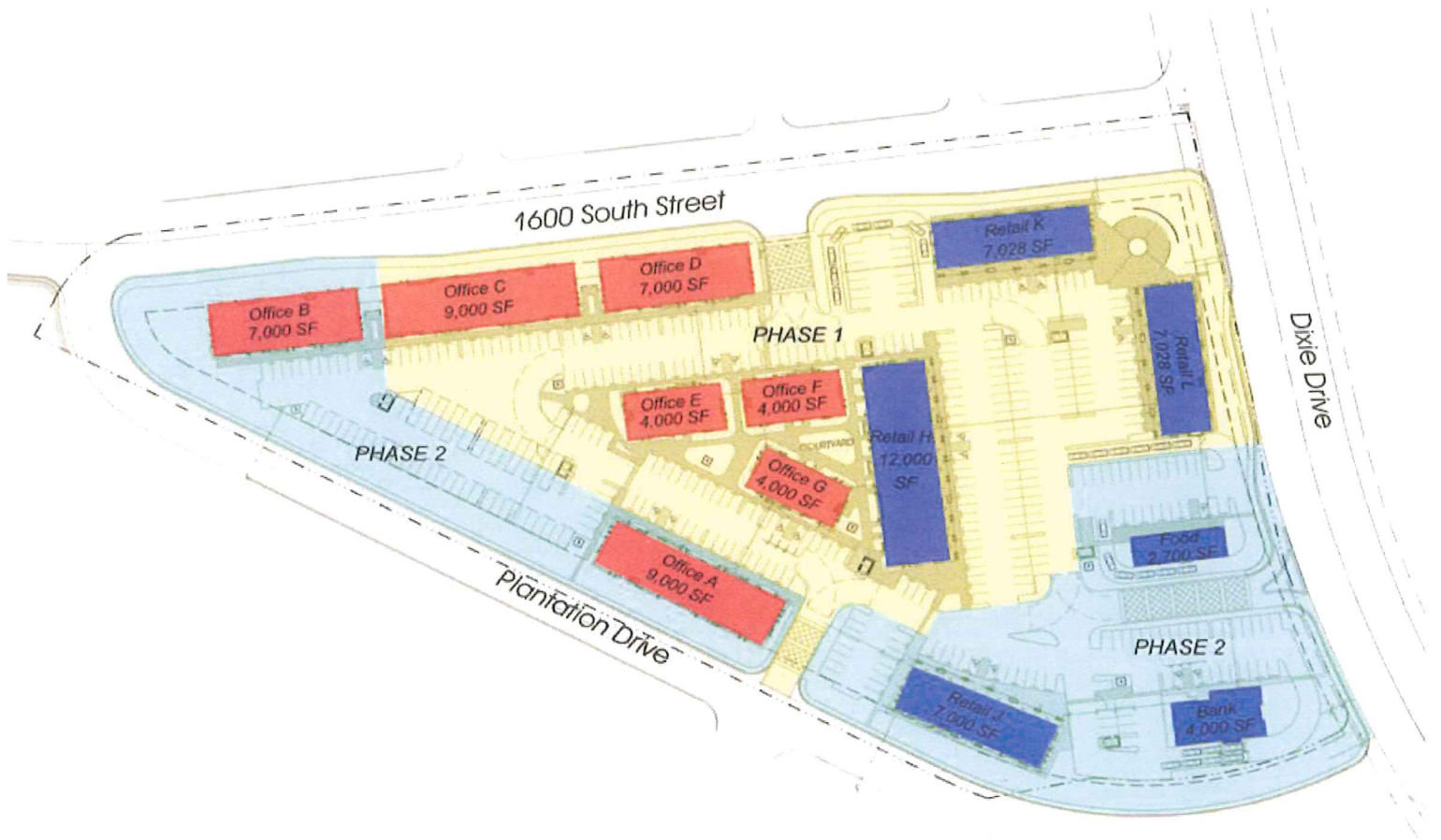
By: _____

Its: [Need signature block]

EXHIBIT A

SITE PLAN FOR THE PROJECT

Site Plan - Dixie Commons Mixed-Use



The purpose of this exhibit is solely to identify the approximate location of the Premises or Building within the Project. Landlord makes no warranties or representations to the accuracy of this exhibit for existing and/or future conditions.

Approximately 83,728 Total Leasable Square Feet

EXHIBIT B

PREMISES

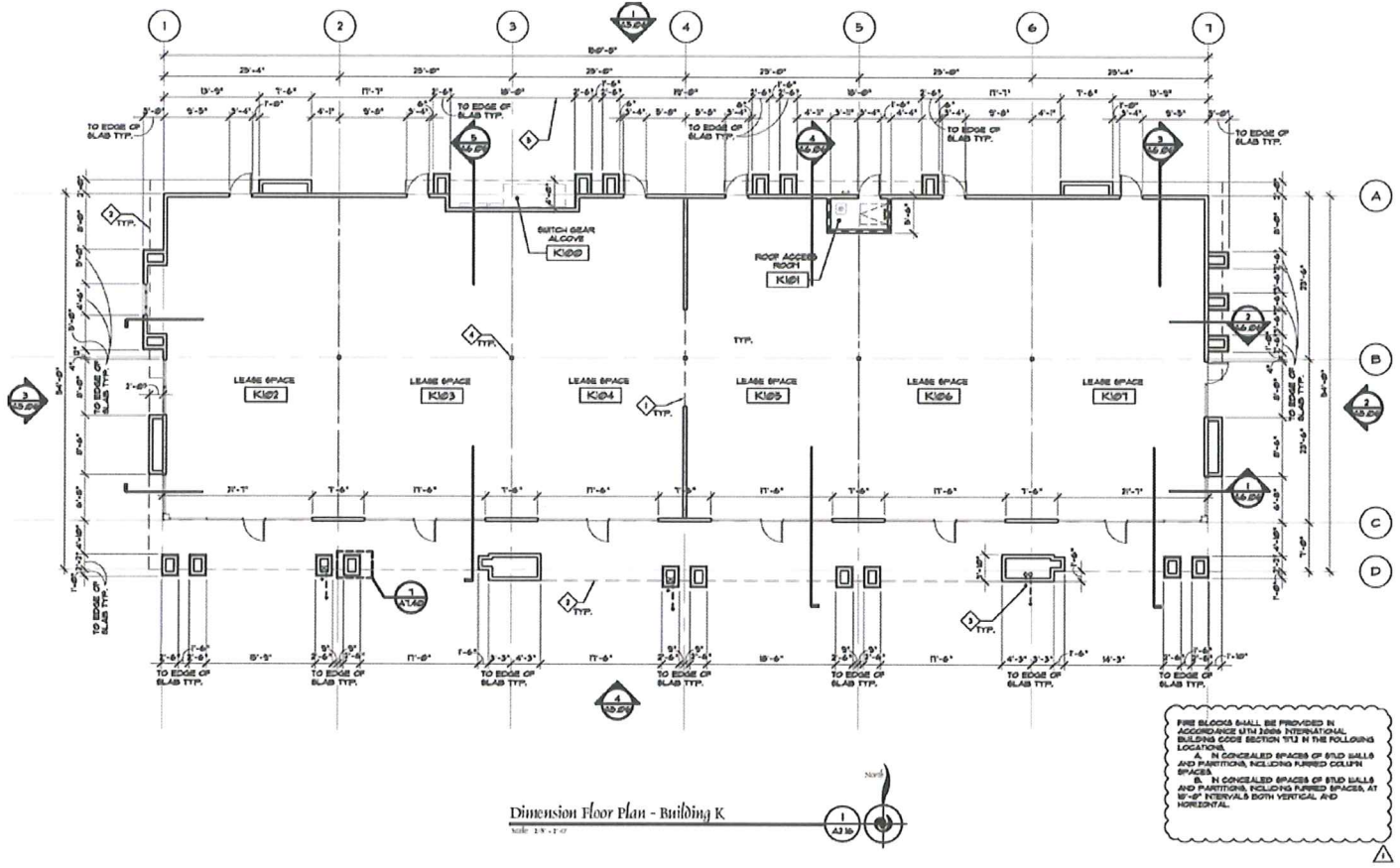


EXHIBIT C
TENANT'S WORK

Landlord shall provide to Tenant an as-is "Grey Shell" space for the use of Tenant in the construction of its tenant improvements. :

Any items specifically referenced herein shall be considered "Tenant's Work." For questions and clarifications regarding the building shell construction, contact BV Dixie Commons at 208-523-3794

ARTICLE I. DESCRIPTION OF TENANT'S WORK

1. UTILITIES

- All service connections and meters shall be made at Tenant's expense

2. STOREFRONT

- Tenant shall be responsible for the repair and maintenance of the storefront, exterior doors and weatherproofing.

3. INTERIOR WORK

- The work to be done by Tenant shall include, but not limited to, the purchase and/or performance of the following:
 1. Electrical panels, wiring, transformers, conductors from electrical main, disconnects, breakers and fixtures beyond that provided by Landlord. Landlord will provide 3phase power connection(s) in the Building
 2. Wall(s) dividing Tenant's space from that of adjacent lease space shall be constructed with 6" wood or metal studs 16" o.c. or masonry with furring channels extending to the underside of the roof deck and insulated with R-19 non-encapsulated fiberglass batt insulation covered with gypsum board, fire taped, sanded and textured.
 3. Interior doors, door frames and hardware.
 4. Interior partitions including finishing, electrical wiring, and connections within the Premises.
 5. Lights, covers, drop ceilings and special hung and furred ceilings.
 6. Interior painting.
 7. Store fixtures, furnishings, and floor coverings.
 8. Display window enclosure, if applicable.
 9. Plumbing fixtures within the Premises beyond those provided by Landlord.
 10. Mechanical equipment in addition to that provided by Landlord. Primary HVAC systems are to be provided by the Landlord. All ducting from the existing roof penetrations of the existing rooftop units will be the responsibility of Tenant.
 11. Restaurants shall install Grease Guard roof protection or equal at each roof exhaust serving kitchen and/or cooking equipment area. Maintenance of the Grease Guard and affected roofing shall be at Tenant's expense. In addition, Restaurants shall be required to install and maintain any grease trap or interceptor products as required by codes.
 12. Exhaust / Make-Up Air Shafts (Restaurants). Tenant's grease exhaust ducts to be fire wrapped from hood to roof by a certified installer and/or as required by governing

codes. Tenant shall coordinate with landlord for placement of any equipment on the roof so as to not conflict with other businesses or existing roof top equipment.

13. The floor slab infill shall consist of a 4" thick concrete slab on grade with a smooth trowel finish over 4" crushed rock over compacted sub grade.

4. SIGNAGE

- Tenant shall pay for all signs and installation thereof. Signage subject to permit approval by local Governmental agency and approval by Landlord.
- Tenant to connect signage to power supply within Tenant's leased space.
- Signage designs and mounting specifications to be reviewed and approved by Landlord.

5. GENERAL

- All work undertaken by Tenant shall be at Tenant's expense and shall not damage the building or any part thereof. Any damage to any work caused by Tenant's contractor shall be repaired to Landlord's reasonable satisfaction at the sole cost and expense of Tenant. Any roof penetrations shall be sealed by Landlord's approved roofer and shall be performed only after Landlord has given consent, which consent shall in part be conditioned upon the Plans and Specifications, including materials acceptable to Landlord and rooftop curbs to spread the weight of the equipment being installed in order to prevent damage to the roof. Tenant shall also be responsible for obtaining and paying for professional inspections, designs and engineering, of any structural work and/or mechanical work (including, without limitation, any roof work or concrete work) to construct Tenant's intended use.
- The use of jackhammers or explosive-type tools, or the creating of loud or disruptive noises during normal business hours is prohibited in multitenant buildings.
- Any odor or fume producing activities within your space must be approved by the Landlord's on-site representative. Contractor is responsible to provide adequate ventilation of space (i.e., exhaust fans, etc.), and must ensure that odors remain within the premises and do not enter the building common area or adjacent spaces
- All of Tenant's Work to the Premises made by Tenant shall be in good and workmanlike manner and shall be in conformity with the applicable building codes or other applicable governmental requirements.
- Tenant shall use reasonable efforts to expeditiously obtain building permit and complete construction of the improvements.

ARTICLE II. GENERAL SPECIFICATIONS

1. All plans, diagrams, schedules, specifications and other data (in two (2) full-size copies and one (1) electronic CD of files (PDF & AutoCAD 08)) required to be furnished by Tenant under this exhibit (collectively, the "Plans and Specifications") must be submitted to Landlord (at Tenant's sole expense) complete and sufficient to obtain a building permit, and ready for Landlord's consideration and final approval within thirty (30) days of the Effective Date of the Lease. Upon review, Landlord shall, in writing, accept or notify Tenant of Landlord's objections to the Plans and Specifications within ten (10) days after receipt. Tenant shall promptly remedy any objections made by Landlord to the Plans and Specifications. Tenant shall have 30 days following Landlord approval of Plans and Specification to obtain a Building Permit for the leased premises.
 - a. Tenant's initial Plans to include dimensions, elevations, materials and color schedule (color chips shall be included) and square footage of premises as described in the lease.

EXHIBIT D

- b. Landlord reserves the right to require such additional information as may be reasonably required to properly evaluate and review Tenant's submittal of Initial Plans.
 - c. Any Changes to the Tenant's Plans made after submission and approval by Landlord shall be subject to Landlord's approval again, and furthermore, tenant agrees to pay any extra cost that may be incurred by landlord which is caused by the changes requested by tenant.
2. Tenant shall secure Landlord's written approval of (i) the Plans and Specifications, (ii) contracts, and (iii) contractors for work to be performed by Tenant before beginning the work (including compliance with any Tenant construction specifications which Landlord's Tenant Coordinator may deliver to Tenant), and shall secure all necessary licenses, insurance, workman's compensation, and permits to be used in performing the work. Tenant's finished work shall be subject to Landlord's approval and acceptance, which shall be a condition to any reimbursement hereinafter provided.
 3. Tenant shall meet with Landlord's Tenant Coordinator or on site representative prior to commencement of construction and accept, in writing, the leased premises and keys for the leased premises.
 4. Tenant Permits – Tenant shall be required to provide, obtain, and pay for all permits, applications, licenses for the Tenants intended use, with the Landlord's lease space. Tenant shall submit to all local and governing agencies all applications, submittals, and provide copies of final permits, licenses, and certificate of occupancy to the Landlord prior to opening of Tenant's intended use as agreed upon in the Lease.
 5. Tenant Schedule – Tenant shall provide the Landlord's Tenant Coordinator a schedule of start of construction and the intended completion date.
 6. Tenant shall provide a qualified project manager / job superintendent on a daily basis during the construction period. The Tenant shall be responsible for all cleaning, hauling, protection of Landlord surface materials and shall provide daily cleaning. The Tenant shall be responsible to open businesses and shall maintain a "quiet environment during business hours". Tenant shall cover the windows until Tenant business is ready to open.

EXHIBIT D

FORM OF DELIVERY DATE ESTOPPEL LETTER

[Landlord's Letterhead]

_____, 20__

[Tenant Name] _____

[Tenant Address] _____

[City, State, Zip] _____

**Re: _____ Lease Effective _____, 20__ (the "Lease") by and Between
_____ (as "Landlord") and _____
(as "Tenant")—Delivery Date Estoppel Letter**

Dear _____:

Pursuant to Article _____ of the Lease, Tenant has agreed to provide Landlord with an executed counterpart of this letter setting forth and memorializing the factual matters set forth below. In no way will this letter amend any of the terms of the Lease. Capitalized terms used in this letter shall have the meaning ascribed to such terms in the Lease, unless otherwise indicated.

- i. Delivery Date. The Delivery Date was on _____, 20__.
- ii. Allowance. Landlord has provided Tenant with the agreed Allowance of \$ _____ and Landlord has no obligation to pay Tenant any portion of the Allowance.
- iii. Lease Term. The Lease Term commenced to run on _____, 20__ and will expire on _____, unless extended by written amendment of the Lease.
- iv. Minimum Rent. Minimum Rent commenced to accrue on _____, 20__ (the Minimum Rent Commencement Date) and is hereafter payable in the following amounts on the first day of each month indicated below:

<u>Month/Year</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
-------------------	----------------------	-----------------------
- v. Security Deposit. Tenant has deposited with Landlord a Security Deposit in the amount of \$ _____.
- vi. Acceptance of Premises. Tenant has accepted possession of the Premises, is the actual occupant in possession of the Premises, and has not sublet, assigned, or otherwise

transferred its interest in the Premises. All Improvements to be constructed on the Premises by Landlord have been completed and accepted by Tenant, with the exception of any punch-list items identified below. The Premises were in acceptable condition and were delivered in compliance with all of the requirements of the Lease.

Punch list (none unless otherwise indicated): _____

_____.

vii. Amendments. The Lease has not been modified, altered, or amended in any respect, except (none unless otherwise indicated): _____

_____.

The information set forth in this letter is true and correct as of the date hereof and shall be binding upon the successors and assigns of Tenant.

Very truly yours,

[Landlord] _____

By: _____
Its: _____

READ AND AGREED:

[Tenant] _____

By: _____

Its: _____

Date: _____, 20__

EXHIBIT E
ALLOWANCE

Landlord is providing Tenant a total Allowance for the Improvements to be constructed in the amount of \$18.00 per square foot of area, or approximately \$126,000.00. Landlord shall reimburse Tenant for its actual out-of-pocket costs paid to third parties, in an amount not to exceed the Allowance, within 30 days of the last of the following to occur: a) Tenant opens of business, b) Tenant requests payment of Allowance in writing, c) Tenant has provided Landlord with final lien waivers or affidavits on Landlord's form for General Contractor and all subs, suppliers and material-men in excess of \$500, d) Tenant has provided Landlord with a copy of its Certificate of Occupancy, e) Tenant is not in default of Lease, and (f) other such information and documents as Landlord may reasonably require.

Notwithstanding any other provision of this Lease, Tenant's construction of the Improvements or any other work in or about the Premises is subject to the following additional provisions:

(i) Tenant shall furnish, install, and maintain fire extinguishers and smoke alarms in strict accordance with Landlord's insurance underwriter's requirements; local, state, and national codes; N.F.P.A. requirements; and with any future such requirements. Any additional fire protection required by Tenant's business shall also be at Tenant's expense.

(ii) No Tenant equipment is permitted outside the Premises or on the roof of the Building, except as may be specifically approved by Landlord in writing. NO ROOF CUTS may be made without Landlord's written approval, and if approved, such cuts must be made by a qualified roofing contractor approved by Landlord. Tenant agrees to defend, indemnify, and hold harmless Landlord from damages stemming in any manner from such cuts.

(iii) No alterations or modifications may be made to the Premises by Tenant without Landlord's prior written consent. All future damage or functional discrepancies which may occur due to the aforementioned unauthorized alterations or modifications and all associated costs thereof shall be borne entirely by Tenant.

(iv) Tenant acknowledges that it is the responsibility of Tenant to make all arrangements for its utility connections and meters. Tenant also acknowledges that it may not be possible to have utilities connected to the Premises until Tenant has submitted and received approval of its planned tenant improvements from the local governing authorities. Landlord is not responsible for providing temporary power, and Tenant shall be responsible for providing its own utilities during construction and shall not use the house panel or services from another space within the Building.

(v) Tenant shall provide its own trash and debris removal during the construction of its improvements and will not use the trash receptacles provided by Landlord for the common use of all tenants. Location of Tenant's trash receptacles must be approved by Landlord.

EXHIBIT F

(vi) Tenant shall provide Landlord with copies of all permits and notify Landlord, in writing, not less than five days prior to commencing any construction in the Premises.

(vii) Tenant shall satisfy the insurance requirements set forth on the following page of this exhibit prior to commencing any construction in the Premises.

(viii) Tenant acknowledges that there are additional requirements with regards to its planned improvements contained in this Lease and that Tenant shall not construct its work in violation of any of such requirements. Tenant and Tenant's contractor shall attend a pre-construction meeting with Landlord's on-site representative to review and confirm all construction related requirements before commencing construction of the Improvements.

EXHIBIT F

RENEWAL OPTION

Tenant is granted the option to extend the term of this Lease for two immediately succeeding terms of one year each, provided (a) Tenant is not in default at any time prior to the exercise of such option, and (b) Tenant gives written notice of its exercise of the option at least 180 days prior to the expiration of the then-existing Lease Term. The options granted herein shall be at the rates set forth below.

Option Period	Monthly Price Per SF	Extended Monthly	Extended Annually
Opt 1 (mos 43-54)	\$0.95	\$6,650.00	\$79,800.00
Opt 2 (mos 55-66)	\$1.00	\$7,000.00	\$84,000.00

TENANT'S LIMITED TERMINATION RIGHT

Tenant and Landlord both acknowledge that Tenant cannot contract for payment of funds not yet appropriated by the Utah State Legislature and that the space requirements of this Lease may be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease Term. Tenant, therefore, reserves the right for this reason only to terminate the Lease by giving ninety (90) days notice in the manner heretofore stated in this Lease.

LANDLORD'S LIMITED TERMINATION RIGHT

Tenant will provide Landlord with Tenant's proposed improvement plans for the premises prior to the lease being signed. Landlord will have the right at that time to review and approve said improvement plan. If Landlord is unable or unwilling to approve said plan, and Tenant and Landlord are unable to reach an acceptable compromise, Landlord may at Landlord's option terminate this lease. ~~Prior to the commencement of Tenant's Work, per Exhibit C, Tenant shall provide Landlord with its Plans and Specifications per Article 3 of the Lease. If for any reason, per Landlord's sole discretion, Landlord is unable to approve Tenant's Plans and Specifications, and Tenant is unwilling to modify Tenant's Plans and Specifications in a manner satisfactory to Landlord, then Landlord shall have the right to~~

~~terminate this lease.~~ This termination right shall no longer be valid once Landlord has given its approval to Tenant's Plans and Specifications.

Maintenance and Repair by Landlord.

Landlord shall, at Landlord's expense, maintain in good repair and shall promptly repair (including all labor, material costs, replacement costs) the roof, shell and structural components of the Premises and the Building.

EXHIBIT G

PROJECT AND BUILDING RULES AND REGULATIONS

The following are Landlord's current rules and regulations:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies, and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Project.
3. No person shall use any utility area, truck facility, or other area reserved for use in connection with the conduct of business except for the specific purpose for which permission to use such area is given.
4. No employee shall use any area for motor vehicle parking except the area or areas specifically designated for employee parking. No employer shall designate any area for employee parking except such area or areas as are designated in writing by Landlord. Tenant shall pay a fine to Landlord of \$20 for each parking violation of Tenant's employees, agents, or licensees.

No person without the express written consent of Landlord shall:

- a. Vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other material whatsoever outside the Premises;
- b. Exhibit any sign, placard, banner, notice, or other written material that can be seen from outside the Premises;
- c. Distribute any circular, booklet, handbill, placard, or other material outside the Premises;
- d. Solicit membership in any organization, group, or association or contributions for any purpose outside the Premises;
- e. Parade, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of the Common Area by Landlord or any occupant or any employee or invitee of any occupant, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any business establishment within the Project;
- f. Use the Common Area for any purpose when none of the business establishments within the Project is open for business or employment;

g. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind except in designated receptacles or create litter or hazards of any kind within the Project; or

h. Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Project.

i. The outside area immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

j. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

k. All floor area, including vestibules, entrances and returns, door fixtures, windows, and plate glass shall be maintained in a safe, neat, and clean condition.

No portion of the Project shall be used for lodging purposes.

i. Tenant shall not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, except for such Hazardous Material as is necessary or useful to Tenant's business. Any Hazardous Material permitted on the Premises as provided for in the foregoing sentence, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to any such Hazardous Material.

ii. Tenant shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if such material (as reasonably determined by Landlord or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Project or elsewhere, or (b) the condition, use, or enjoyment of the Building or any other real or personal property within the Project.

iii. At the commencement of each Lease Year, Tenant shall disclose to Landlord the names and approximate amounts of all Hazardous Materials which Tenant intends to store, use, or dispose of on the Premises in the coming Lease Year. In addition, at the commencement of each Lease Year, beginning with the second Lease Year, Tenant shall disclose to Landlord the names and amounts of all Hazardous Materials which were actually used, stored, or disposed of on the Premises, if such materials were not previously identified to Landlord at the commencement of the previous Lease Year.

iv. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept in the Premises by Tenant, and Tenant shall give immediate notice to Landlord of any violation or potential violation of the provisions of Section 10 above. Tenant shall defend, indemnify, and hold harmless Landlord and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any Hazardous Material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material; (c) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (d) any violation of any law applicable thereto. The provisions of this Section 13 shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the expiration or sooner termination of the Lease.

EXHIBIT H
SIGN CRITERIA

These criteria have been established for the purpose of controlling the size, type, design and location of all signage, so as to enhance the Project's image and create a mutual benefit to all Tenants and are in addition to the signage criteria contained in Exhibit B to the Project Declaration. Conformance will be strictly enforced, and any installed non-conforming or unapproved signs must be brought into conformance at the expense of Tenant, provided that existing signs in the Project approved by Landlord shall be "grandfathered" and not required to be brought into conformance with the following criteria:

1. Administration

- a) All Tenants shall provide fascia signage in accordance with these criteria.
- b) Tenant shall submit to Landlord (or its designated agent) one print of detailed drawings showing the sign on the store front or designated space, size, layout, and color of the proposed sign, including all lettering and/or graphics, materials, attachment devices, construction and fabrication details. Tenant shall receive a copy of the sign drawing approved with signature by the Landlord or its agent prior to fabrication and installation.
- c) Tenant's sign contractor is to provide written certification that the sign installation conforms to all applicable codes and ordinances, and that it has been inspected and approved by the controlling agency.
- d) Tenant or its agent shall obtain a sign permit from the reviewing jurisdiction for Tenant's sign and the installation thereof.
- e) Tenant shall pay for installation, including transformers, final connections, and maintenance of all signs.
- f) Landlord will provide primary electrical service termination at the point shown on the plans.
- g) Tenant shall provide all other installation, including photo cells or time clocks.
- h) Upon vacation of the Premises, Tenant shall arrange for removal of its sign and filling of holes with appropriate materials so as to create a waterproof assembly. Any damage caused by removal of signs or failure to make constrictions waterproof shall be Tenant's responsibility.
- i) In the event of any conflict between Tenant and Landlord as to application of these criteria, Landlord's decision shall be final and binding.

2. Construction Requirements

- a) All bolts, fasteners, clips and any other hardware shall be painted to match building background color.
- b) Tenant's sign contractor shall be responsible for securing the raceway to fascia in a method so as not to create a hazard to the public.
- c) All penetrations of the fascia shall be made waterproof by using gaskets and sealant.
- d) Tenant shall be responsible for any damage caused by the sign contractor, including roof and wall leaks, and parapet wall damage.

- e) No labels will be permitted on exposed surfaces of signs except those required by these criteria or local ordinance and shall be in an inconspicuous location.
- f) No exposed conduit or tubing will be permitted.
- g) All electrical signs shall bear the U.L. label.
- h) Electrical service to all signs shall be from Tenant's service.

3. Design Requirements for Fascia Signs, Entrance and Service Door Signs

- a) All fascia signs shall be mounted on building and be restricted to the sign area.
- b) Fascia signs shall not project more than six inches beyond the face of the sign and shall conform in size and location to the criteria established in this section.
- c) Wording of signs shall be limited to Tenant's business name and not include the product sold or any other tag line (i.e... shoes, dresses, etc.), except where identification of Tenant is impossible without the same. Landlord shall be the sole judge in its discretion as to conformance herewith.
- d) Signs may be of the following types:
 - i. Dixie Commons retail tenants, located in retail building (Buildings K and L) shall be allowed individual pan-channel-type illuminated letters with plexi-glass or lexan trim capped faces. These letters may be constructed of either sheet metal or aluminum, and are to be mounted on a raceway painted to match building.
 - ii. Dixie Commons office tenants, located in an office building (Buildings A, B, C, D, E, F and G) shall be allowed to install cut-metal signage on the building fascia. Metal lettering shall be painted to match existing building letters. If sign is illuminated it must be external.
- e) The primary sign shall not be more than 20% of the area of the façade directly over the front of the Premises and shall be subject to all applicable city codes. Signs on the backsides or end-caps of buildings are generally permitted, provided Landlord reserves the right in its sole discretion to restrict the size to smaller than the primary sign and the location.
- f) White lettering only, shall be permitted on glass doors within the following limits: 144 square inches per entrance in lettering not to exceed three inches in height, indicating hours of business, emergency telephone numbers, security sticker, etc.
- g) The following signs are prohibited:
 - i. Signs employing moving or flashing lights.
 - ii. Signs employing exposed conduit, conductors, ballast boxes, transformers, or other equipment.
 - iii. Signs employing luminous vacuum-formed plastic letters.
 - iv. Signs of box or cabinet type employing luminous plastic panels.
 - v. Signs employing unedged or uncapped letters with no returns and exposed fastening.
 - vi. No sign of any type will be allowed to become attached to or temporarily placed within the display windows of any store except where they are constructed of self-supporting material at least 18" behind window.

- vii. Pylon signs.
- viii. Moving signs.
- ix. Signs with exposed florescent tubing.
- x. Paper, cardboard or painted signs.
- xi. Audible signs.
- xii. Portable signs, including, but not limited to auto, truck or trailer mounted signs and breadboard-type signs.
- xiii. Vinyl or “banner” type signs mounted to the building.
- xiv. Landlord may make exceptions for national or regional Tenants, incorporating standard, prototypical building signage as used in other locations by such Tenant.

EXHIBIT I
PROJECT SIGN



Lease Addendum as of June 1, 2014

Between Pioneer SG, LLC as Lessor and Dixie Applied Technology College (DXATC), a campus of the Utah College of Applied Technology (UCAT) as Lessee, dated May 5, 2004.

Effective date of this addendum will be June 1, 2014.

Term: The existing lease will be extended for an additional five (5) years commencing June 1, 2014.

Rent: Said rental payments are subject to an escalation each year based on the published National Consumer Price Index with a minimum escalation of two and one half (2 ½) percent per year and a maximum escalation of five (5) percent per year. Such escalation will take effect June 1 of each lease year. In no event, however, shall the rental amount exceed \$64,740.00 per annum.

Lessor agrees to Diesel Shop improvements as follows:

Exterior painting, body and accents with colors per Mr. Atkinson's request with verification of approval by DXATC officials, and mutually agreed to by all parties in writing.

Mezzanine area will be reinforced and framed in per Mr. Atkinson's specifications with verification of approval by DXATC officials, and mutually agreed to by all parties in writing.

Diesel Shop's main shop and bathroom area floors will be resurfaced with verification of approval by DXATC officials, and mutually agreed to by all parties in writing.

Exterior drainage, Lessor will install a water diverting berm or drainage system to prevent water intrusion into work area of Diesel Shop with verification of approval by DXATC officials, and mutually agreed to by all parties in writing.

All other terms of lease shall remain in force and effect.

Lessor: Pioneer SG, LLC

Craig L. Dixon, General Partner Pioneer SG, LLC
825 N. Industrial Road Mailing: PO Box 1317
St. George, UT 84770 St. George, UT 84771
435-773-7517 / 435-669-7917

Date

Lessee: Dixie Applied Technology College

Kelle Stephens, Campus President DXATC

Date

Rob Brems, President UCAT

Date

834 N. Red Rock Road Mailing: 46 S. 1000 E.
St. George, UT 84770 St. George, UT 84770
435-674-8400 Contact Names: Eric Grob, Financial Director / Vic Hockett, Vice President

Lease Addendum as of June 1, 2014

Between Pioneer SG, LLC as Lessor and Dixie Applied Technology College (DXATC), a campus of the Utah College of Applied Technology (UCAT) as Lessee, dated May 5, 2004.

Effective date of this addendum will be June 1, 2014.

Term Adjustment: The existing lease may be unilaterally canceled by either party as of June 1, 2017, with (90) ninety days written notification of said request.

Tenant Improvement / Building Fund Disbursement:

As of May 15, 2014, Lessor shall be required to hand deliver funds in the amount of \$1,316.90 each month of lease term. Funds will be delivered to the DXATC Campus administrative office. Said funds will be delivered each and every month DXATC is in possession of 834 N. Red Rock Road, St. George, UT 84770.

All other terms of lease shall remain in force and effect.

Lessor: Pioneer SG, LLC

Craig L. Dixon, General Partner Pioneer SG, LLC
825 N. Industrial Road Mailing: PO Box 1317
St. George, UT 84770 St. George, UT 84771
435-773-7517 / 435-669-7917

Date

Lessee: Dixie Applied Technology College

Kelle Stephens, Campus President DXATC

Date

Rob Brems, President UCAT

Date

834 N. Red Rock Road Mailing: 46 S. 1000 E.
St. George, UT 84770 St. George, UT 84770
435-674-8400 Contact Names: Eric Grob, Financial Director / Vic Hockett, Vice President

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: III.R

TOPIC: Programs Approved: UBATC, OWATC, TATC, MATC, DXATC

BACKGROUND

The UCAT Board of Trustees, as provided in UCAT Policy 200.5.2.3, directs and authorizes the UCAT president to approve requests for approval of financial aid eligible campus programs and of substantive changes thereto, if the president concurs that the proposals meet the agreed-upon UCAT criteria established by the Board in Policy 200.6. The president's approval is considered final, and program documentation is to be submitted to the Board in its next regularly scheduled meeting as an information item. Accordingly, the President's Office has reviewed requests for approval of the following certificate programs and concurred that the proposals satisfy the agreed-upon criteria, and President Brems has approved the programs:

<u>Campus</u>	<u>Program Title</u>	<u>Length (hours)</u>	<u>Approval Date</u>
UBATC	Civil Technology	750	4/14/2014
OWATC	Software Development	1,290	4/14/2014
TATC	Welding Technician (<i>substantive change</i>)	1,200 (<i>formerly 195</i>)	4/14/2014
TATC	Medical Billing and Coding	660	4/22/2014
MATC	CNC Machining	630	4/30/2014
DXATC	Healthcare Coding Technician	900	5/15/2014
OWATC	Electrical Trades Preparation (<i>substantive change</i>)	600 (<i>formerly 900</i>)	6/4/2014

Documentation for the approved programs is attached for the information of the Board.

FISCAL IMPACT

None.

RECOMMENDATIONS

None - information only.

Attachments: Program descriptions and outlines for the programs approved





Application for new Program

Program Title	Program Length	Program CIP
Civil Technology	750 Hours	15.1302

Summary of Scope and Purpose:

In the fall of 2013 we were approached by a local employer, Uintah Engineering and Land Survey, inviting us to tour their facility and discuss their needs for employees. They are a large firm with over 100 employees, civil engineers, surveyors, technicians, draftsmen, etc. They told us that they have a critical shortage of trained drafters and technicians and have been hiring from out of the area and in many cases out of state. They would prefer to hire local people, they experience high turnover with people who locate from out of the area.

In November we contacted all of the engineering firms in the area and invited them to a meeting to discuss the development of a training program for Civil Technicians/Drafters. We had 14 representatives attend this meeting. We brainstormed what the curriculum should contain in order to meet the needs of these employers. We then took the content and developed a series of courses to address the competencies discussed. In February and March additional meetings were held to finalize the content and structure of the Civil Technology Program. In the February meeting an Advisory Committee was officially formed with John Wood of CIVCO Engineering selected as Chair of the Committee. On March 13, 2014, the committee unanimously approved the structure and content of the certificate program.

Enclosed with this document is a roster of the Civil Technology Advisory Committee.

The job outlook for this program is good. I have enclosed the statewide projections. I have highlighted the 3 classifications of employees that completers of the UBATC Civil Technology Certificate would be trained to pursue. One local employer has forecast their need for this type of employee to be 2 employees per month for the next 6 months and 1 employee per month thereafter. We have identified 11 engineering firms along with 3 utility companies, who are located in the Uintah Basin, who hire employees with this skill set.

Our intent is to seek US Department of Education approval to offer PELL grants for this program.

The Program was approved by the UBATC Board of Directors on March 19, 2014. Minutes of the board meeting are enclosed.

You will also find a program outline with course sequencing as they are listed on the program sheet. A course competency list for each course is also included.

For questions or clarifications please contact: Bob Naylor, Vice President of Instruction, 435-722-6916, bob@ubatc.edu



Uintah Basin Applied Technology College
Civil Technology Program (750 hrs.)

Course Number	Course Name	Hrs.
DRFT 1070	Applied Technical Math	90
DRFT 1031	Excel for Civil Technicians	60
DRFT 1021	AutoCAD Basics	120
DRFT 2711	Civil Technology I	120
DRFT 2721	AutoCAD Civil 3D Drafting I	120
DRFT 2716	Civil Technology II	120
DRFT 2726	AutoCAD Civil 3D Drafting II	120
	Total Program Hours	750



MEMORANDUM

TO: MEMBERS OF THE BOARD

FROM: Collette R. Mercier
President

DATE: March 11, 2014

RE: Software Development Certificate

Background

The college currently offers a 1500-hour Information Technology certificate which includes 3 specialization areas—Internet Development, Networking, and Programming. After reviewing this program structure with instructors, administration, students, and employers, we concluded that our instruction and outcomes would be enhanced by distinguishing each specialization area on its own certificate. This enables each area to concentrate on its own content and students and go into greater depth on coursework. A restructuring of the program lab areas, staffing, and student advisement process makes this an opportune time to break out each specialization area into its own program. Internet Development will be absorbed into our current Web Development certificate. Networking will remain on the Information Technology certificate with a name change to add Networking to the title. Programming will be moved to a new Software Development certificate.

Program Description

The new 1290-hour Software Development certificate contains required courses such as PC Basics and Basic Software Development to provide a solid foundation to build programming skills. Additional requirements include Workplace Relations to develop soft skills needed to succeed. Beyond the required core courses, students can select electives from a wide variety of courses in various programming languages such as C++, Java, Visual Basic, HTML, CSS, ASP.NET and SQL.

Role and Mission Fit

The Utah College of Applied Technology's mission "is to provide...market-driven career and technical education...which meets the demand by Utah employers for technically skilled workers...through competency-based education and training programs." The

development of the OWATC Construction Basics certificate falls squarely within this mission. A need for this training has been identified and supported by area employers.

Faculty

Instructors are required to have a minimum of six years of a combination of education and industry experience in a related field. The instructors in the Software Development program exceed the minimum requirements.

Program Need/Market Demand

The demand for this certificate program comes from the growing demand for software developers to meet the needs driven by automation, consumer electronics, mobile technology, and the "internet of things." The program goals are to develop solid workplace skills that will prepare students for employment. Potential employment sites for graduates include Convergys, Connexion Point, Proponent IT, Marketstar, and Hill AFB.

According to O*NET OnLine, an occupational data and career exploration website, the projected growth in employment for software developers in Utah is 40 percent by 2020, with an estimated 240 annual job openings.

The Software Development Certificate was approved by the I.T. Employer Advisory Team on February 4, 1014. Employers approving the certificate include:

Shelly Belflower	Weber State University
Ken Cross	Crossaction Computer Specialists
Eric Harper	Superior Computers
Bev Hepworth	Petersen, Inc.
Michelle LaFave	CITI
Chris Morey	Ready Technologies
Jordan Sandberg	Tek Systems
Chris Taylor	The Service Bureau
Matt Taylor	Autoliv
David Young	Autoliv

Student Demand

Students on the programming track in the current 1500-hour Information Technology program have been successfully completing and gaining employment. In FY13, 184 students were enrolled in the Information Technology program and 59 completed their training during the year and found related employment. We expect continued strong student demand due to the industry growth and high salaries.

Budget Requirements

This program will be funded from existing college budgets.

Resource Availability

All necessary resources are available to offer this certificate.

Similar Programs Already Offered in the USHE

Other UCAT campuses offer similar programs to serve the needs of residents in their areas.

The certificate outline is attached.

Board approval of this certificate is requested.

/jrt

Ogden-Weber Applied Technology College

Pell Grant Eligible

A UCAT Campus Software Development Certificate 07/01/2014 to 06/30/2015

Advisors: David Everton

Program Director: Jennifer Streker

Total Hours for Certificate: **1290** (Core Courses 540 hrs + Elective 750 hrs)

Course No.	Course Title	Hours	Prerequisites
Core Courses (540 Hours Required)			
WKSK1200	Computer Literacy	90	None
WKSK1400	Workplace Relations	60	None
ITEC1700	Security Essentials	30	WKSK1200, Instructor Approval
ITEC1010	PC Basics	90	WKSK1200, Instructor Approval
MDTC1100	Introduction to HTML and CSS	90	WKSK1200, Instructor Approval
MDTC1025	Adobe Photoshop I	90	WKSK1200, Instructor Approval
PROG1010	Basic Software Development	90	WKSK1200, Instructor Approval
Electives (750 Hours Required)			
PROG2810	C++ Programming I	120	PROG1010
PROG2815	C++ Programming II	120	PROG2810
PROG2830	Java Programming I	120	PROG1010
PROG2835	Java Programming II	120	PROG2830
PROG2870	Visual C# .NET Programming I	120	PROG1010
PROG2875	Visual C# .NET Programming II	120	PROG2870
PROG2860	Visual Basic .NET Programming I	120	PROG1010
PROG2865	Visual Basic .NET Programming II	120	PROG2860
PROG1500	Databases and SQL	120	PROG1010, Instructor Approval
PROG1600	Embedded Programming	120	PROG1010, Instructor Approval
PROG2600	Android App Development	120	PROG1010, Instructor Approval
PROG1700	ASP .NET Web Programming	120	PROG1010, Instructor Approval
PROG1800	Agile Development	120	PROG1010, Instructor Approval
PROG2890	Portfolio Development	150	PROG1010, Instructor Approval
PROG2100	Mobile: Hybrid App Development	60	Instructor Approval
MDTC2110	HTML and CSS	120	Instructor Approval
MDTC2450	JavaScript and JQuery	120	MDTC2110
MDTC2550	PHP and MySQL	120	MDTC2110
BTEC1523	English and Writing for Technicians	90	None
WKSK1500	Job Seeking Skills	30	WKSK1200

MEMORANDUM

TO: Robert Brems, President of UCAT
FROM: Jonathan Tibbets, Vice President of Instruction
DATE: April 7, 2014
RE: Welding Technician Program (Expansion)
CIP: 48.0508

Background

The Tooele Applied Technology College was established by the Utah Legislature in the spring of 2009. When TATC was established in Tooele in leased buildings, it did not have sufficient space to continue with the welding program previously offered under the auspices of SLATC. The equipment, tools, cabinets, etc. were placed in secure storage. In the spring of 2011 and again in 2012, the Department of Workforce Services appropriated the funds to a welding program offsite, which we operated at 195 Hour Certificate program until our new building was completed in 2013: This building was designed with a high bay shop to house the welding program, a full time instructor was hired, and we are now ready to expand the program to further meet industry needs.

The Welding Program Employer Advisory Committee has reviewed the proposed expanded curriculum and skills needed in today's job markets. There are no other Welding Technician training programs in Tooele County. Studies on programs needed in Tooele County have consistently shown that there is a strong need for this type of training. The Welding Technician Certificate Program will be a program of 1,200 hours. The program will be offered to Tooele County High School students as well as adults from the communities within the county.

Program Description

The 1,200 hour Welding Technician Certificate Program will be a program that meets or exceeds the employer's requirements. The courses and hours are shown below:

Welding Technician Certificate Program	Course Totals Clock Hours
Course Name	
Introduction and Safety: , Welding and Shop Safety	15
Blue Print Reading	60
Shop Math	90
Oxyfuel Cutting, Welding and Plasma Cutting	40
Introduction to Shielded Metal Arc Welding (SMAW)	44
Gas Metal Arc Welding (GMAW)	159
Flux Core Arc Welding (FCAW)	80
Advanced Shielded Metal Arc Welding (SMAW)	280
Gas Tungsten Arc Welding	174
Shielded Metal Arc Welding (SMAW) - Pipe	164
Gas Tungsten Arc Welding (GTAW) - Pipe	94

Welding Technician Certificate Program Role and Mission Compatibility

The Utah College of Applied Technology's mission is to provide training programs that prepare students to successfully enter the workforce. This means that students will take classes at TATC that are focused on teaching the theory and practical skills for the Welding Technician Certificate Program based on employer needs.

Faculty

TATC hired a full-time instructor who has more than 30 years of experience in instruction of welding, which exceeds the minimum requirements for teaching at a UCAT college: he was formerly the Welding Instructor at Idaho State University, in Idaho Falls, Idaho.

Program Market Demand

The need for this certificate program comes from leaders in Tooele County, the Tooele County School District and the members of the Welding Technician Employer Advisory Committee. The program will meet the needs of Utah and Tooele County employers.

Employer Validation and Support

The Employer Advisory Committee members reviewed and evaluated the expansion of the Welding Technician Certificate Program on October 19, 2013. The committee members agreed that there is a strong outlook for higher skilled welders employment in Tooele County. The committee members were:

Tracy Palmer– KCC Curbs in Tooele, Utah
Eddie Dalton - Utah Fabrication of Tooele, Utah
Darren Coates – Supervisor Welding at ATI Rowley in Grantsville, Utah
Justin Hart – Lincoln Electric – a National company

Budget Considerations

This program as currently designed is fully funded by appropriations allocated to the college by the Utah Legislature and will remain so with the expansion.

Physical Plant and Resources

The Manufacturing Technician Certificate Program will be offered in the new TATC. All the necessary space and equipment will be available to operate this program.

Welding Technician Programs Already Offered Near to TATC's Service Area

Davis Applied Technology College approximately 54 miles northeast from TATC's campus.

Mountainlands Applied Technology College approximately 57 miles southeast from TATC's campus.

Salt Lake Community College, approximately 38 miles east from TATC's campus. (This is a two year program).

Program Approval

The Welding Technician Certificate Program was approved to be expanded by the TATC Board of Directors at its meeting held on January 8, 2014.

The TATC respectfully requests UCAT President's approval of this certificate program.



MEMORANDUM

TO: Robert Brems, President of UCAT
FROM: Jonathan Tibbets, Vice President of Instruction
DATE: April 15, 2014
RE: Medical Billing and Coding Program Approval
CIP: 51.0713

Background

The Tooele Applied Technology College was established by the Utah Legislature in the spring of 2009 and has created an employer advisory committee for the programs it offers. On April 2, 2014 the TATC's Board of Directors approved the re-instatement of the Medical Billing and Coding program. This program was placed on hold and was undergoing changes to its curriculum to meet industry standards.

Employer Advisory Committee members, with the support of the instructors, recommend and endorse the re-activation of the Medical Billing and Coding Program of 660 hours.

Program Description

The 660 hour Medical Billing and Coding Certificate is a program that meets or exceeds the requirements for students to take and pass their AACP Certified Professional Coder (CPC) examination and enter the profession. The courses and hours are shown below:

Course Number	Course Name	Lecture Clock Hours	Course Totals Clock Hours
BTEC1000	Keyboarding Basics	30	30
BTEC0102A	Basic Computer Skills for Professionals	30	30
MEDA1105	Medical Terminology	60	60
MEDA1200	Medical Law and Ethics	60	60
MEDA1405A	Anatomy & Physiology for Medical Professional	120	120
MEDO1520	Medical Office Admin Procedures III	120	120
MEDC1400	Procedural & Diagnostic Coding	180	180
WKSK1400	Workplace Relations	60	60
	Total All Columns	660	660

Medical Billing and Coding Program Role and Mission Compatibility

The Utah College of Applied Technology's mission is to provide training programs that prepare students to successfully enter the workforce. This means that students will take classes at TATC that are focused on teaching the theory and practical skills for Medical Billing and Coding and, at the same time, prepare them to take and pass the AACP Certified Professional Coder (CPC) Examinations.

Faculty

The faculty members at TATC have 27 years combined industry experience working in the profession and teaching, which exceeds the minimum requirements for teaching at a UCAT college.

Program Market Demand

The need for this certificate program comes from the members of the Allied Health Employer Advisory Committee members. The program meets the State of Utah legal requirements and the needs of the employer job openings for students who have developed skills employers want.

Employer Validation and Support

The Employer Advisory Committee members reviewed and evaluated the Medical Billing and Coding Program Certificate at their meeting on November 6, 2013 and approved it. The committee agreed that it is a necessary program to allow students more options in their healthcare technologies career training. The committee members reviewing the program were:

Mindy Bateman, Crossroads AHEC
Phillip Ware, Tooele Valley Imaging
Marlee Dalton, Northpointe Healthcare for Women

Budget Considerations

This program will be fully funded by existing college allocations.

88 South Tooele Boulevard, Tooele, Utah 84074

Phone 435.248.1800 Fax 435.248.1900 www.TATC.edu

Physical Plant and Resources

The Medical Billing and Coding Certificate Program will be offered in the new TATC campus. All the necessary space and equipment are available to operate this program.

Medical Billing and Coding Programs Already Offered Near to TATC's Service Area

Davis Applied Technology College approximately 54 miles northeast from TATC's campus.

Mountainlands Applied Technology College approximately 57 miles southeast from TATC's campus.

Program Approval

The Medical Billing and Coding Certificate Program was approved by the Employer Advisory Committee in November 6, 2013. It was approved by the TATC Board of Directors at its meeting on April 2, 2014.

TATC respectfully requests that the UCAT President, Robert Brems, approve this certificate program.

Program Title: CNC Machining	
Program Location:	
American Fork	
Orem	X
Spanish Fork	
Thanksgiving Point	
Wasatch - Heber City	
Program Times:	
American Fork	
Orem	Monday- Friday, 11:45-2:45
Spanish Fork	
Thanksgiving Point	
Wasatch - Heber City	
Class Start/End Dates:	
American Fork	
Orem	Starts Aug. 20, 2014-- After that date it is Open Entry/Open Exit
Spanish Fork	
Thanksgiving Point	
Wasatch - Heber City	
Instructor:	Barry Maxfield
Completion Time:	
Lecture Hours	186
Lab Hours	444
Externship Training	0
Pre-paid Leave Time	0
Total Hours:	630
Class Load Minimum:	6
Class Load Maximum:	15
Format:	Open-Entry /Open-Exit
Enrollment Available to:	Adults Only
Pre-Requisites:	MATC Certificate of Proficiency (COP) in Machine Tool Technology OR demonstrated industry equivalent experience in machining skills & knowledge
Certification Outcomes:	MATC Certificate of Proficiency in CNC Machining
Utah Median Wage:	\$54,267.00 (\$26.09 per Hour)
Federal Aid Available:	No
VA Qualified:	No
Current Tuition Rate Per Hour:	\$2.00
Application Fee:	\$40.00
Tuition:	\$1,260.00
Program fee:	\$240.00

Training Materials & Textbooks:			\$269.45
Total Cost:			\$1,809.45
Program Description:			
<p>This program prepares students to enter the CNC manufacturing environment where they can become machine set-up persons, programmers, or machine operators. It is a comprehensive program that involves learning the CNC programming languages. It also familiarizes students with the Computer Aided Manufacturing (CAM) environment, where they use CAM software to create machining programs from Computer Aided Design (CAD) solid models. Fundamentals such as tool feeds, speeds, and work holding are stressed. Upon completion, students will be able to enter the workforce as entry level CNC machinists.</p>			
Hours:			
Courses :	Lab	Lecture	Total
Introduction to Precision Machining:			
CNC Machine Safety	0	1	1
The Computerized Environment	0	2	2
Computerization of Machine Tools	0	2	2
Coordinate Systems	0	3	3
CNC Machine Tool Maintenance	2	0	2
Tool Presetting	4	0	4
Work Holding Systems	3	0	3
Tool Holding Systems	3	0	3
Tool Clamping	1	0	1
Tool Changing	1	0	1
Tool Compensation	4	0	4
Metal Cutting Factors	0	4	4
Process Planning for CNC	0	5	5
Points of Reference	3	0	3
Program Formats	0	10	10
Subtotal	21	27	48
CNC Lathe I:			
Introduction to the Control Panel	2	0	2
Operations Performed at the Control Panel	3	0	3
MDI Operations	2	0	2
Measuring Work Offsets	3	0	3
Tool Offsets	4	0	4
Wear Offset Adjustment	4	0	4
Lathe Common Operation Procedures	3	0	3
Subtotal	21	0	21
CNC Lathe II:			
Preparatoroy Function (G-code)	0	6	6
Miscellaneous Function (M-code)	0	6	6
Tool Function	2	0	2
Feed Function	2	0	2

Spindle Function	2	0	2
Coordinate Systems for CNC Lathes	0	3	3
Programs for CNC Turning Centers	0	4	4
Application of G-codes for the CNC Lathe	6	6	12
Repetitive Cycles	4	0	4
Programming for the Tool Nose Radius	1.5	1.5	3
Application/Tool Nose Radius Compensation	1.5	1.5	3
Subtotal	19	28	47
CNC Mill I:			
Introduction to the Control Panel	2	0	2
Operations Performed at the Control Panel	2	0	2
MDI Operations	2	0	2
Measuring Work Offsets	2	0	2
Tool Offsets	2	0	2
Wear Offset Adjustment	2	0	2
Lathe Common Operation Procedures	2	0	2
Subtotal	14	0	14
CNC Mill II:			
Tool Function	2	0	2
Feed Function	2	0	2
Spindle Feed Function	2	0	2
Application of G-codes	6	6	12
Application of M-codes	6	6	12
Program in Absolute & Incremental Systems	6	6	12
Programs for CNC Mills	0	12	12
Mill Safety Block	0	2	2
Cutter Compensation	2	0	2
Tool Length Compensation	2	0	2
Work Coordinate Systems	2	0	2
Canned Cycles	4	0	4
Subtotal	34	32	66
Computer Aided Design and Manufacturing:			
Introduction to CAD/CAM	0	4	4
Conventions	0	2	2
MastercamX2 User Interface	4	0	4
Machine Group Setup and Geometry	4	0	4
Tool Path	4	0	4
Verification	2	0	2
Post Processing	4	0	4
Associativity	3	0	3
Concepts of Computer Singularity	0	1	1
Subtotal	21	7	28
CAM From Solid Models:			
Basics of Solid Modeling	0	5	5
Associativity	3	0	3
EdgeCam User Interface	7	0	7
Conventions	0	3	3

Opening a Solid Model in EdgeCam	5	0	5
Using the Feature Finder	2	0	2
Generating Tool Paths	4	0	4
Outputting CNC Program Code	3	0	3
Subtotal	24	8	32
MAZATROL			
Introduction to the Mazak Integrex 35	0	2	2
Conversational Programming	8	0	8
5 Axis Turning Center Programing	24	0	24
Subtotal	32	2	34
Projects			
CNC Lathe Project	0	100	100
CNC Mill Project	0	100	100
Integrex Project	0	140	140
Subtotal	0	340	340
Total	186	444	630
Textbooks & Resources:			
Supplies:	Item:	Cost:	
Textbook:			
Programming of CNC Machines	Ken Evans, 3rd Edition ISBN: 978-0-8311-3316-0	\$47.95	
Student Workbook for Programming of CNC Machines	Ken Evans, 3rd Edition ISBN: 978-0-8311-3317-0	\$21.50	
Tools & Equipment	Software	\$200.00	
Total		\$269.45	



PROGRAM APPROVAL REQUEST

Dear President Brems:

The Dixie Applied Technology College Board of Directors approved a 900-hour Certificate in Healthcare Coding Technician at the March 19, 2014 meeting. We respectfully request official UCAT approval of this certificate. The attached documentation meets the requirements of UCAT policy 200.7.

Upon your approval, DXATC will seek Financial Aid and C.O.E. approval. Please let me know if I can provide any additional information. Thank you for your continued support of our efforts at the Dixie Applied Technology College.

PROGRAM INFORMATION

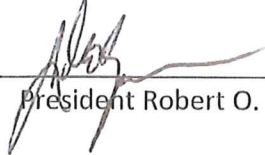
Program Title: Healthcare Coding Technician

Program Length: 900 Hours

Program CIP Code: 51.0713

Approvals:

- **Campus Instructional Officer:** Vic Hockett, March 19, 2014
- **Campus Board of Directors:** DXATC Board of Directors, March 19, 2014
- **UCAT President:** _____


President Robert O. Brems

5/16/2014
Date:



Program Description:

Healthcare Coding is a rapidly growing field that allows students to work for a healthcare provider or work from the comfort of their home. Students will understand and use medical terminology in a medical office environment and be able to work in a medical front office environment. Students will also be trained and certified on the new ICD10 standards for Medical Billing and Coding. Students will also receive 30 credit hours towards DSU's Associates and Bachelors Programs in Healthcare Information Technician.

Program Outline: Attached Program Grid & Campus Board Approval Document

PROGRAM JUSTIFICATION & EMPLOYER SUPPORT

Market Demand/Need: DXATC has received numerous letters of support from IHC Dixie Regional Medical Center, as well as many local physicians speaking of the demand for Coding Technicians in the county. In the past we have offered Billing and Coding as a STIT program and have been successful in student placement. Industry has come to us indicating that while the STIT program has been good, they wish for more substantial training with more medical courses as well as lab time practicing ICD9 and ICD 10.

Program Duplication: There are no current colleges or programs offered in Healthcare Coding in Washington County.

Employer Advisory Committee: Attached

Best Regards,

Vic Hockett

MEMORANDUM

TO: MEMBERS OF THE BOARD

FROM: Collette R. Mercier
President

DATE: May 7, 2014

RE: Electrical Trades Preparation Certificate

Background

The OWATC currently has a 900-hour Electrical Trades Preparation certificate. It was developed to meet the preparatory needs of individuals who are not yet employed in the field and enable high school and adult students to gain knowledge and hands-on experience before entering an apprenticeship program.

Review of program outcome data showed that most students gained employment and entered apprenticeship programs prior to completing the certificate. The certificate contained requirements and electives beyond the competencies needed for entry-level employment. The program instructors recommended a substantive change to bring the certificate length to 600 hours by reducing some required courses and eliminating elective courses.

The Electrical Employer Advisory Team approved the proposed reduction in and concurred that the 600-hour certificate will sufficiently prepare individuals for employment as apprentices for the independent contractors and the JATC (Union) program. This change should also increase the adult student completion rate and give high school students an opportunity to complete the program by the end of their senior year.

Program Description

The 600-hour Electrical Trades Preparation certificate is a comprehensive program with coursework that contains quantitative, technical and work habits competencies for an entry-level job in the electrical field. Students learn about construction and maintenance environments, working as part of a crew, bending conduit, running wire, installing electrical devices, servicing and distributing equipment in compliance with the National Electrical Code. Training can be directly applied as credit towards completion of the state's Electrical Apprenticeship schooling.

Role and Mission Fit

The Utah College of Applied Technology's mission "is to provide...market-driven career and technical education...which meets the demand by Utah employers for technically skilled workers...through competency-based education and training programs." The change to the

OWATC Electrical Trades Preparation certificate falls squarely within this mission. A need for this training has been identified and supported by area employers.

Faculty

Instructors are required to have a minimum of six years of a combination of education and industry experience in a related field. Electrical Trades Preparation instructors exceed the minimum requirements.

Program Need/Market Demand

The demand for this certificate program comes from employers who hire entry-level workers. O*NET OnLine, an occupational data and career exploration website, projects a bright outlook for electricians with 32% employment growth in Utah by 2020, which equates to an estimated 320 job openings annually.

Student Demand

Students demand for the Electrical program continues to be strong. In FY13, over 90 students were enrolled in the Electrical Trades Preparation program and over 360 were enrolled in electrical apprenticeship programs. We expect continued strong student demand due to the industry growth and high salaries.

Employer Validation and Support

The Electrical Employer Advisory Team evaluated and approved this certificate outline on March 13, 2014. Team members present included:

- Carl Brailsford – Utah Electrical JATC
- James Child – Weber School District
- Jason Coates – Coates Electric & Instrumentation
- Jason Williams – Line Side Electric
- Lavon Allen – Great Salt Lake Mineral

Budget Requirements

This program will be funded from existing college budgets.

Resource Availability

All necessary resources are available to offer this certificate.

Similar Programs Already Offered in the USHE

Other UCAT campuses offer similar programs to serve the needs of residents in their areas.

The certificate outline is attached. Board approval of this certificate is requested.

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES
12 June 2014

ITEM: III. S

TOPIC: Office of the UCAT President Budget Report

BACKGROUND

Per UCAT policy 555.3.6, "A report, detailing revenue and expenditures for all budget categories, shall be presented to the Board of Trustees in all regular meetings of the Board." The attachments include a report detailing appropriated revenues and expenditures by category for the Office of the President for the current fiscal year through May 31, 2014 as well as check and credit card registers for Apr – May 2014.

FISCAL IMPACT

N/A

RECOMMENDATIONS

Information/discussion only

Attachments:

Check register

Credit Card Transaction Report

Budget progress report



Utah College of Applied Technology
Check Register
 April through June 2014

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	04/28/2014	10665	Apple Spice Junction	-141.42
Bill Pmt -Check	04/28/2014	10666	Automated Business Products	-255.37
Bill Pmt -Check	04/28/2014	10667	BATC	-190,390.88
Bill Pmt -Check	04/28/2014	10668	Best Shred, LLC	-75.00
Bill Pmt -Check	04/28/2014	10669	DATC	-122,075.00
Bill Pmt -Check	04/28/2014	10670	DXATC	-73,225.00
Bill Pmt -Check	04/28/2014	10671	Fuelman	-1,569.02
Bill Pmt -Check	04/28/2014	10672	Jordan Rushton	-103.50
Bill Pmt -Check	04/28/2014	10673	Mark Dennis	-135.58
Bill Pmt -Check	04/28/2014	10674	MATC	-251,136.87
Bill Pmt -Check	04/28/2014	10675	Michael Madsen	-146.86
Bill Pmt -Check	04/28/2014	10676	OWATC	-134,575.00
Bill Pmt -Check	04/28/2014	10677	Quill Corporation	-59.80
Bill Pmt -Check	04/28/2014	10678	Snow College	-58,900.00
Bill Pmt -Check	04/28/2014	10679	SWATC	-71,100.00
Bill Pmt -Check	04/28/2014	10680	TATC	-40,950.00
Bill Pmt -Check	04/28/2014	10681	Tyler Brinkerhoff	-101.00
Bill Pmt -Check	04/28/2014	10682	UBATC	-98,525.00
Bill Pmt -Check	04/28/2014	10683	USU Eastern	-51,975.00
Bill Pmt -Check	05/28/2014	10684	Christian Ang	-38.05
Bill Pmt -Check	05/28/2014	10685	Navex Global	-1,225.00
Bill Pmt -Check	05/28/2014	10686	Success in Education Foundation	-5,000.00
Bill Pmt -Check	05/28/2014	10687	Utah Business Magazine	-2,000.00
Bill Pmt -Check	05/28/2014	10688	Utah Dept of Admin Services	-23,886.09
Bill Pmt -Check	05/28/2014	10689	Utah Manufacturers Association	-670.00
Bill Pmt -Check	05/28/2014	10690	BATC	-1,000.00
Bill Pmt -Check	05/28/2014	10691	DATC	-1,000.00
Bill Pmt -Check	05/28/2014	10692	DXATC	-1,000.00
Bill Pmt -Check	05/28/2014	10693	MATC	-1,000.00
Bill Pmt -Check	05/28/2014	10694	OWATC	-1,000.00
Bill Pmt -Check	05/28/2014	10695	SWATC	-1,000.00
Bill Pmt -Check	05/28/2014	10696	TATC	-1,000.00
Bill Pmt -Check	05/28/2014	10697	UBATC	-1,000.00

Utah College of Applied Technology
Credit Card Transaction Report
 April through May 2014

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
04/09/2014	WF Card - 0010	JCW's	45.69
04/09/2014	WF Card - 0010	McDonald's	10.20
04/09/2014	WF Card - 0010	Liquid Web	14.95
04/09/2014	WF Card - 0010	Amazon Web Services	38.81
04/09/2014	WF Card - 9996	McDonald's	14.92
04/09/2014	WF Card - 9996	My Tire Guys	61.81
04/09/2014	WF Card - 9996	The Egg & I	164.27
04/09/2014	WF Card - 9996	Maverik	4.10
04/09/2014	WF Card - 9996	Towneplace Suites	89.20
04/09/2014	WF Card - 9996	Fabulous Freddy's	16.99
04/09/2014	WF Card - 9996	Stockton Miners Cafe	32.21
04/09/2014	WF Card - 5450	Lehi Country Bakery	20.36
04/09/2014	WF Card - 5450	Lehi Country Bakery	17.63
04/09/2014	WF Card - 5450	American Registry	196.90
04/09/2014	WF Card - 5450	Painted Pony	25.38
04/09/2014	WF Card - 5450	Subway	35.99
04/09/2014	WF Card - 5450	Office Depot	116.78
04/09/2014	WF Card - 5450	Alphagraphics	44.84
04/09/2014	WF Card - 5450	Wal-Mart	72.90
05/06/2014	WF Card - 9996	Stockton Miners Cafe	46.38
05/06/2014	WF Card - 9996	My Tire Guys	318.20
05/06/2014	WF Card - 9996	Little America	39.40
05/06/2014	WF Card - 9996	The Hub	46.78
05/09/2014	WF Card - 0010	Tableau	2,000.00
05/09/2014	WF Card - 0010	Lehi Country Bakery	13.88
05/09/2014	WF Card - 0010	KSL	120.00
05/09/2014	WF Card - 0010	McDonald's	13.82
05/09/2014	WF Card - 0010	Liquid Web	14.95
05/09/2014	WF Card - 0010	Amazon Web Services	35.99
05/09/2014	WF Card - 0010	KSL	120.00
05/09/2014	WF Card - 5450	McGee's Stamp & Trophy	129.90
05/09/2014	WF Card - 5450	Lehi Country Bakery	15.74
05/09/2014	WF Card - 5450	Office Depot	161.93
05/09/2014	WF Card - 5450	Applespice Junction	467.08
05/09/2014	WF Card - 5450	Wal-Mart	45.29
05/09/2014	WF Card - 5450	Wal-Mart	30.96
05/09/2014	WF Card - 5450	Jimmy John's	128.67
05/09/2014	WF Card - 5450	Lehi Country Bakery	14.71
05/09/2014	WF Card - 5450	Maverik	4.11
05/09/2014	WF Card - 5450	Cafe Zupa's	158.75
05/09/2014	WF Card - 5450	USPS	49.00
05/09/2014	WF Card - 5450	Wal-Mart	59.72
05/09/2014	WF Card - 5450	Harmon's	4.11
			5,063.30



Utah College of Applied Technology
Office of the President
 YTD Budget July 1, 2013 - May 31, 2014

	<u>Budgeted</u>	<u>Year to Date</u>	<u>% to date</u>
Revenue			
UCAT Admin Appropriation	1,580,100	1,580,100	100.0%
Admin share of Equipment Appropriation	9,600	9,600	100.0%
Admin share of Custom Fit Appropriation	3,800	3,800	100.0%
Jobs Now to Campuses	<u>(400,000)</u>	<u>(400,000)</u>	<u>100.0%</u>
Total State Budget	<u><u>1,193,500</u></u>	<u><u>1,193,500</u></u>	<u><u>100.0%</u></u>

Expenditures

Salaries, Payroll Tax & Benefits	886,921	802,175	90.4%
Building Occupancy Costs	131,000	120,501	92.0%
Internal Audit	30,000	-	0.0%
Custom Fit Meetings	3,800	-	0.0%
Equipment Purchases	10,000	4,381	43.8%
Employee Travel	15,000	4,746	31.6%
Board Meetings	10,000	5,423	54.2%
UCAT System Meetings	12,000	7,747	64.6%
Marketing	20,000	15,711	78.6%
Automobile Expenses	11,500	6,821	59.3%
Annual Report	7,000	6,330	90.4%
Supplies & Misc. Expenses	42,000	34,653	82.5%
Memberships	10,000	10,000	100.0%
Unallocated	<u>2,100</u>	<u>-</u>	<u>0.0%</u>
Total Expenditures	<u><u>1,191,321</u></u>	<u><u>1,018,488</u></u>	<u><u>85.5%</u></u>

UTAH COLLEGE OF APPLIED TECHNOLOGY

AGENDA ITEM

UCAT BOARD OF TRUSTEES

12 June 2014

ITEM: III.T

TOPIC: UCAT 2015 Marketing/Messaging Campaign & UCAT Student of the Year Program

BACKGROUND

Utah statute calls for the UCAT President, in conjunction with the Board of Trustees, to “develop and implement a plan to inform the citizens about the availability, cost, and advantages of career and technical education.” UCAT was provided \$200,000 in one-time funds by the 2014 Legislature for FY 2015 to enhance the messaging/marketing processes of the UCAT system to Utah citizens.

A new UCAT Marketing Steering Committee was formed to assist the existing UCAT Marketing Committee in formulating a 2014-2015 marketing/messaging campaign. The Steering Committee includes: Trustees Mike Jensen and Jim Olsen, TATC Campus President Scott Snelson, BATC Vice President Troy Christensen, MATC Marketing Director Mark Middlebrook, OWATC Marketing Director Elsa Zwiffel, DXATC Marketing Director Jennifer Forbes, UCAT President Rob Brems and UCAT Public Relations and Marketing Director Jordan Rushton.

At the request of the Steering Committee, the UCAT Marketing Committee (consisting of marketing directors from each campus and the Office of the UCAT President) developed a system-wide message to be deployed from the UCAT Office and coordinated, as appropriate, with campus marketing plans. The Marketing Committee proposed the phrase **“Rethink Education”** as the primary message for FY 2015. The Steering Committee enthusiastically received and endorsed the message for use with radio, television, and web advertising. The Marketing Committee also opted to continue UCAT’s contractual relationship with Fluid Advertising as a buying agent to make bulk purchases of media and maximize financial resources.

Additional to the new and traditional marketing efforts during FY 2015, the UCAT Student of the Year Program has now commenced with the donation of \$8,000 (\$1,000 per campus) by Zions Bank to be awarded to the eight campus students of the year prior to November 21. From that group, the 2014-15 UCAT Student of the Year will be identified and awarded a new car (24-month lease) with the Alan Hall Foundation as primary sponsor and several other supporting companies and associations as additional sponsors.

FISCAL IMPACT

\$200,000 – One-time marketing/messaging appropriated funds

\$20,000 – UCAT President’s Office FY2015 Marketing Budget

\$16,000 – (\$2,000 from each campus) for statewide cooperative marketing/messaging efforts (campuses will continue with their own local messaging using local campus funding)

RECOMMENDATIONS

Information/discussion only

