



# **Welcome**

## **Board of Trustees**

Wednesday, September 10, 2025

## Board of Trustees Meeting Agenda

Wednesday, September 10, 2025

3:00 PM – 5:00 PM

Microsoft Teams Number: 509-703-4414

Conference ID: 278 606 247 105

Time	Topic	Presenter	Page
3:00 PM	<b>Call to Order:</b> Establish Quorum	Greg Hesler, President	
3:05 PM	<b>Action: Vote on Minutes - July 9, 2025</b>	Christina Simonsen, Trustee	3-7
3:10 PM	President's Report	Greg Hesler, President	8
3:15 PM	Open Comments	Greg Hesler, President	
3:20 PM	Director's Report <ul style="list-style-type: none"><li>– Legislative Update</li><li>– Pre-Design (Barbie Downing, DES WA GOV)</li><li>– SPS Bond Measure Update (Adam Swinyard)</li><li>– Cafe Update</li><li>– Gather and Glow at the MAC - Holiday Celebration</li><li>– Upcoming Exhibitions: Knights in Shining Armor, Mineral Kingdom</li></ul> <b>Action: Vote on Mineral Kingdom and Shining Armor contracts</b>	Wes Jessup, Executive Director	9
4:10 PM	Collections Department Update	Kayla Tackett, Director of Exhibitions & Collections	26
4:20 PM	Policies Committee Report <ul style="list-style-type: none"><li>– GOV 103 – Ethics (2<sup>nd</sup> read)</li><li>– HR 103 – Sexual Harassment (1<sup>st</sup> read)</li><li>– HR 106 – Respectful Work Environment (1<sup>st</sup> read)</li></ul> <b>Action: Vote on Policies Committee Report</b>	Jason Brown, Trustee	27-51
4:30 PM	MAC MAC Report	Dee Boyle, Trustee	52
4:40 PM	Governance Committee Report <b>Action: Vote on Trustee Candidates</b>	Christina Simonsen, Trustee	53-55
4:50 PM	Development Committee Report	Pati Dahmen, Trustee	56
4:55 PM	Foundation Report	Greer Bacon, Foundation Representative	57
5:00 PM	Adjourn	Greg Hesler, President	

### Next Board Meeting:

Wednesday, November 5, 2025

3:00 PM – 5:00 PM

# Northwest Museum of Arts and Culture

## Board of Trustees Meeting Minutes

July 9, 2025

### Roll Call/Attendance

#### Trustees Present:

Greg Hesler (President), James Vanderholm (Treasurer), Christina Simonsen (Secretary), Gayle Terry, Jason Brown, Dee Boyle, Dr. Sharon Cathcart, Pati Dahmen, Steve Duvoisin, Michael Dunn, Dr. Shari McMahan, Adam Swinyard, Brooke Hawley

#### Absent:

Dr. Laurie Arnold, Rose Noble, Jeannie Louie

#### Staff Present:

Wes Jessup (Executive Director), Anna Bresnahan (Chief Development Officer), Carol Summers (Director of Special Projects), Kayla Tacket (Director of Exhibitions and Collections), Renee Weber (Chief Operating Officer), Francis Langston (Chief Financial Officer), Rob Worstell (Director of Education), Amanda Souza (Membership, Donor Services, and Database Manager), Brooke Wagner (Collections Curator), Tess Carlson (Executive Assistant)

#### Others Present (online):

Stephen Pinto, Jennifer, CA (no last name provided)

### Meeting Called to Order

With quorum present, the meeting was called to order at 3:02 PM by Mr. Hesler.

#### Action: Approval of Minutes

The minutes from the board meeting held on May 5, 2025, were reviewed. A motion to approve was made by Mr. Dunn and seconded by Mr. Brown.

**Decision:** Approved unanimously as presented.

### Reports and Updates

#### President's Report:

Board President, Mr. Hesler, thanked the board for their trust in his new role and congratulated staff on recent successes, including ArtFest (May 30–June 1), *Our Stories: Black Families in Spokane* (June 27), and the opening of *Preston Singletary: Raven and the Box of Daylight* during MAC After Hours (June 25).

#### Open Comments:

No open comments.

# Northwest Museum of Arts and Culture

## Board of Trustees Meeting Minutes

July 9, 2025

### Director's Reports:

Executive Director, Mr. Jessup, presented a Resolution for Consideration by the Board of Trustees for approval of the Durham Trust from Wells Fargo, based in Spokane, WA, which has offered a cash gift of at least \$230,000 dollars to the museum. Mr. Jessup let the board know that Wells Fargo required a vote from the board to approve the bequest.

### Action: Vote on Resolution for Consideration

A motion to approve was made by Dr. McMahan and seconded by Dr. Cathcart.

**Decision:** Approved unanimously.

Mr. Jessup shared that the staff has submitted the application to the Alliance of American Museums for reaccreditation. Mr. Jessup noted that there will be an onsite visit in October of 2025, the next step of the reaccreditation process. The last reaccreditation was fifteen years ago.

Mr. Jessup presented the MAC Expansion timeline and RFQ process, noting that applications are due next week and will then be reviewed. He explained that Washington State Department of Enterprise Services (DES) supports smaller state organizations like the MAC in managing capital project RFQs. Over 70 architects and firms joined the initial call. Once selected, the architect will lead a 6–8 month predesign phase. Mr. Jessup is forming a task force to monitor project progress.

Mr. Jessup emphasized the importance of the “Together Spokane” city/school district bond measure on the November 2025 ballot, particularly for the MAC’s design process and potential offsite storage partnerships. He introduced Mr. Swinyard, who explained that the parks bond requires a 50% majority to pass, while the school district bond needs 60%. Mr. Swinyard encouraged board members to visit [togetherspokane.org](http://togetherspokane.org) for details. As a state agency, Mr. Jessup reminded the board that the MAC cannot lobby for ballot measures but can share informational resources.

Mr. Jessup updated the group on the upcoming Fall 2025 Exhibitions, *The Davenport Legacy: Checking in at the Davenport*, and *The Davenport: Elegance and Ambition* - the only exhibition change-out for the rest of this calendar year. Mr. Jessup said the exhibition is about history, art, design, and the history of Spokane. Mr. Jessup shared that in the 1980s, the Louis Davenport family funded an endowment to help support exhibitions such as this.

### Collections Committee Update:

Director of Exhibitions and Collections, Mrs. Tackett, shared that with the *Preston Singletary: Raven and the Box of Daylight* exhibition open, the collections staff are shifting their focus to other projects within the collections. Mrs. Tackett mentioned that refurbishing work continues in several areas of the Campbell House. Mrs. Tackett shared that there is a new case in the Campbell House displaying items that were found under the floor of the house during renovations.

Mrs. Tackett highlighted MAC Travelling shows such as *Dancing with Life: Mexican Masks*, which is at the Kalamazoo Valley Museum in Michigan from September 27, 2025 through January 4, 2026; and *Frank S. Matsura: Portraits from the Borderland* at the High Desert Museum in Bend, Oregon from February 1 - September 7, 2025, and the Japanese American Museum of Oregon on September 27,

# Northwest Museum of Arts and Culture

## Board of Trustees Meeting Minutes

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2025 through February 8, 2026. Mrs. Tackett shared that the collections and exhibitions staff have been very busy coordinating travel shows and exhibition change-outs on campus.

Mrs. Tackett turned attention to the newly updated collections disaster preparedness binder that was last updated in 2006. Mrs. Tackett invited the board to ask for a full copy of the plan to review if desired. Mrs. Wagner, a major contributor to the binder, stressed that the binder is a living document that will be updated on a regular schedule. Mr. Hesler shared that it may be helpful to run through table-top exercises to solidify the processes outlined in the plan for staff members.

### **Finance Committee Report:**

Board Treasurer, Mr. Vanderholm, reviewed the income statement for the end of May 2025 and the variance in operating expenses due to timing on invoices and software licensing and maintenance. Mr. Vanderholm encouraged trustees to look at the bottom line, showing a positive variance at the end of May 2025. Mr. Vanderholm highlighted the local fund summary and attributed the variation to attendance levels, noting that 60% attendance in May influenced the figures. Mr. Vanderholm reviewed the Fundraising events category with a positive variance and the Operating expenses variances that can be attributed to timing of hiring for open positions.

Mr. Vanderholm reviewed the FY26 budget expectations, noting the finance committee's approval and a conservative approach to projected attendance and revenue, with hopes of exceeding targets. He shared that salary increases reflect new positions and state-mandated wage adjustments. Board members were invited to explore budget details further. Mr. Jessup added that staff are planning more family-friendly, locally focused exhibitions in FY26 to boost attendance and revenue.

### **Action: Vote for approval of FY26 Budget**

A motion was made by Mr. Duvoisin and seconded by Mrs. Simonsen.

**Decision:** Approved unanimously.

### **Action: Vote on Check Signers**

A motion to approve check signers was made by Mr. Duvoisin and seconded by Ms. Boyle.

**Decision:** Approved unanimously.

Mr. Vanderholm shared that the audit concluded with a clean opinion and no written findings. He noted that auditors offered a few verbal suggestions for improving future processes.

# Northwest Museum of Arts and Culture

## Board of Trustees Meeting Minutes

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### Governance Committee Report:

Board Secretary, Mrs. Simonsen, presented the names and biographies of the following new FY26 board members for board consideration:

- Jonathan Girvin
- Suzanne Ostersmith
- Tim Mitrovich

### Action: Vote to Approve New Board Members

A motion was made to approve by Mr. Dunn and seconded by Mr. Duvoisin.

**Decision:** The motion passed unanimously.

### Development Committee Update:

Chief Development Officer, Mrs. Bresnahan, reported that ArtFest 2025 drew over 9,500 visitors to the MAC campus. She noted the search for a presenting sponsor for next year and encouraged board members to suggest potential community partners. She also highlighted the June 25, 2025, VIP event for *Preston Singletary: Raven and the Box of Daylight*, which drew over 130 attendees. Mrs. Bresnahan previewed the upcoming Legacy Luncheon on September 8, 2025, and the Davenport VIP opening on October 18, 2025.

### MAC MAC Committee Report:

Board Trustee, Ms. Boyle, reviewed the inaugural *Curators of Sound* Concert Series: *Live From Somewhere*, held at the MAC on June 8, 2025, and thanked staff and community members for making it possible. She shared that her favorite moment was seeing local artists and musicians reconnect with the MAC in a fresh way. Ms. Boyle encouraged trustees to attend the upcoming concerts on July 16, 2025, and August 20, 2025, and noted that the MAC MAC Committee is currently discussing the next steps for the series.

### Education Committee Report:

Director of Education, Mr. Worstell, reviewed recent events such as the combined opening for *Preston Singletary: Raven and the Box of Daylight*, and MAC After Hours on June 25, 2025, and described the positive energy on campus during this special night.

Mr. Worstell provided an update on recent and upcoming community engagement events. *Our Stories: Asian American Families* in Spokane on May 3, 2025, drew over 800 attendees. *Our Stories: Black Families* in Spokane on June 27, 2025, welcomed more than 500 participants. The launch of the first *Teens @ The MAC* attracted over 200 attendees and generated strong interest among young people in future programming.

Mr. Worstell recapped the successful Mother's Day Home Tour in Millwood on May 10–11, 2025, which drew over 900 attendees. He highlighted ArtFest (held on May 30–June 1, 2025, as a major team effort and introduced the new *Curators of Sound* concert series, launched on June 18, 2025. Mr. Worstell concluded with updates on summer camps, preparations for the final concert on August 20, 2025, and planning for fall programs and field trips.

# **Northwest Museum of Arts and Culture**

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Mr. Duvoisin thanked and commended Ms. Boyle and Mr. Worstell for sharing the ways the MAC is expanding visibility to groups that may not have connected with the MAC in the past through new programs, events, and creating a welcoming environment for all community members.

### **Adjournment**

With no other business to report, the meeting was adjourned at 4:42 PM by Mr. Hesler.

The next meeting is scheduled for Wednesday, September 10, 2025, at 3:00 PM – 5:00 PM.

### **Prepared By:**

Amanda Souza, Membership, Donor Services, and Database Manager - July 9, 2025

### **Reviewed and Approved By:**

Tess Carlson, Executive Assistant – July 22, 2025

Wesley Jessup, Executive Director – July 25, 2025

Christina Simonsen, Secretary – July 29, 2025



# President's Report





Northwest  
Museum of  
Arts and  
Culture

# Director's Report

MINERAL KINGDOM  
EXHIBITION RENTAL AGREEMENT (TEMPLATE)  
Terms & Conditions

DATE: 09.02.25

EXHIBITING INSTITUTION (EXHIBITOR)

Exhibitor: Eastern Washington State Historical Society, dba Northwest Museum of Arts and Culture

Name: Wesley Jessup

Title: Executive Director

Address: 2316 W. First Ave. Spokane, WA 99201

Email: Wesley.jessup@northwestmuseum.org Phone: 509.363.5308

TITLE OF EXHIBITION TO BE BORROWED FROM MINERAL KINGDOM, LLC

*Masterpieces of the Mineral Kingdom (working title)*

DESCRIPTION OF EXHIBITION

Unarguably, the finest collection of minerals and gems wrested from the depths of the earth, yet possessing an almost unearthly beauty, these Masterpieces of the Mineral Kingdom are naturally formed works of art. The astonishing shapes, combined with vibrant and unusual colors, compel us to reassess these Masterpieces of the Mineral Kingdom as objects of art rather than artifacts of science. The exhibition includes 85 (eighty-five) minerals and gems created by nature. The visual dynamics of natural mineral crystals evoke comparisons to abstract sculpture or contemporary art glass. Hidden in the bowels of the earth for millions of years these natural mineral crystals are the purest form of art. Minerals have no agenda, no culture, no religion, no political beliefs, they are what you see.

EXHIBITION SIZE

Approximately 5,000 – 7,000 (five to seven) square feet

DURATION OF EXHIBITION

12 (twelve) weeks – Additional Weeks can be added for a Prorated Fee

From: January 20, 2027 To: April 24, 2027

EXHIBITION RENTAL (USD\$)

*RENTAL FEE: \$195,000 (one hundred and ninety-five thousand dollars) – no Royalty Fees for Admission are imposed upon Exhibitor. Should the Exhibitor charge a special Admission charge to Exhibition, a different financial model is available.*

INSTALL-DEINSTALL FEE (USD\$)

*INSTALL AND DEINSTALL FEE: Not to exceed \$17,000 (seventeen thousand dollars). Includes labor and all travel costs for project manager, registrar and installation supervisor. Should actual costs for labor and travel for project manager, registrar, and installation supervisor be less than \$17,000 (seventeen thousand dollars and includes hotel, airfare, labor rate and miscellaneous travel expenses (ie. Per diem, etc).*

LOGISTICS FEE (USD\$)

*Logistics Fee: At Actual – 2 to 3 trucks includes insurance, and inbound shipping. Company shall be responsible for outbound shipping unless there is not a venue after Exhibitor's presentation period. MINERAL KINGDOM, LLC will seek 2 – 3 (two to three) bids and share bid information with Exhibitor by {{DATE}}. MINERAL KINGDOM, LLC will charge Exhibitor Logistics Fee at actual cost for its portion of these costs. Should there be no venue after Exhibitor's presentation period, MINERAL KINGDOM, LLC will evenly distribute dispersal shipping costs among all tour venues for Exhibition. Should Exhibitor be the sole tour venue for Exhibition, Exhibitor will be responsible for the entirety of insurance, inbound, and outbound shipping.*

PAYMENT SCHEDULE

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

1st Payment:	\$100,000 (one hundred thousand dollars)	DUE:	Upon delivery of high-resolution images of 5 – 10 key objects for marketing and development purposes and Object List from MINERAL KINGDOM, LLC to Exhibitor; estimated to be in September 2025
2 <sup>nd</sup> Payment:	\$50,000 (fifty thousand dollars)	DUE:	Upon delivery of casework dimensions and electrical requirements and Marketing and Media kit from MINERAL KINGDOM, LLC to Exhibitor; no fewer than 12 (twelve) months before Opening
3 <sup>rd</sup> Payment:	\$75,000 (seventy-five thousand dollars)	DUE:	One Month before Opening
Logistics Fee:	Upon Invoice – net 10 days	DUE:	Due upon invoice
Install-Deinstall Fee:	Upon Invoice – net 10 days	DUE:	Due upon invoice

All payments due to Company under this Agreement, including but not limited to Rental Fee, and Logistics Fee shall be paid free of (and without deduction for) any taxes, tax withholdings, and other charges and deductions.

MINERAL KINGDOM, LLC has organized and/or is the distributing entity for the Exhibition and intends to make it available to other museums and professional exhibitors. MINERAL KINGDOM, LLC is responsible for the intellectual property, copyright, advertising and promotion of the Exhibition.

### EXHIBITION CREDIT LINE

The following Exhibition Credit Line must appear in all publicity, promotional materials, press coverage, and reviews concerning the Exhibition as stated under TERMS AND CONDITIONS, MARKETING, SPONSORSHIP & PROMOTION.

### *Masterpieces of the Mineral Kingdom*

**Exhibition organized by Houston Museum of Natural Science and Exhibits Development Group, USA**

The individuals constituted below as Authorized Representatives confirm that they are authorized by the respective organizations to negotiate this proposal:

MINERAL KINGDOM, LLC AUTHORIZED REPRESENTATIVE

Name: \_\_\_\_\_  
Title: CEO  
Company: Exhibits Development Group  
Address: 214 East Fourth Street, Suite 170, Saint Paul, MN 55101  
E-mail: [amys@exhibitsdevelopment.com](mailto:amys@exhibitsdevelopment.com) Phone: 651 222 1121

EXHIBITOR AUTHORIZED REPRESENTATIVE

Exhibitor: Eastern Washington State Historical Society, dba Northwest Museum of Arts and Culture  
Name: Wesley Jessup  
Title: Executive Director  
Address: 2316 W. First Ave. Spokane, WA 99201  
Email: [Wesley.jessup@northwestmuseum.org](mailto:Wesley.jessup@northwestmuseum.org) Phone: 509.363.5308

Invoices are electronically delivered via email unless requested otherwise.

**DISCLAIMER: This Executive Summary of the Museum Agreement is provided solely for informational purposes. The Terms and Conditions of the Museum Agreement shall prevail and legally bind parties.**

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

### 1. ACKNOWLEDMENT OF LICENSE AGREEMENT AND TERMS

- 1.1. The following pages referred to as the Terms and Conditions of the Exhibition Rental Agreement (hereinafter "Agreement") bind the Parties in relation to the Exhibition titled, *Masterpieces of the Mineral Kingdom*, (hereinafter "Exhibition"). Mineral Kingdom, LLC owns the Exhibition. MINERAL KINGDOM, LLC has organized and/or is the distribution entity for the Exhibition and intends to make it available for other museums and professional exhibitors. HMNS (Houston Museum of Natural Science) is the co-organizer and lender of the Objects. Mineral Kingdom, LLC is incorporated in the State of Minnesota. Any use of the Exhibition, including without limitation, Exhibits and Exhibition Materials (defined below), promotional materials, and/or images is forbidden and punishable according to law unless pre-approved by Mineral Kingdom, LLC ("Company").
- 1.2. Mineral Kingdom, LLC is responsible for the intellectual property and content used in advertisement and promotion of the Exhibition and all such use shall be approved by MINERAL KINGDOM, LLC and HMNS in advance.

### 2. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following definitions throughout the Agreement.

- 2.1. "Company" and "MINERAL KINGDOM, LLC": Mineral Kingdom, LLC is the owner of the Exhibition.
- 2.2. "Duration": the time during which the Exhibition is on display at the Venue.
- 2.3. "MINERAL KINGDOM, LLC": Mineral Kingdom, LLC registered in the State of Minnesota.
- 2.4. "Exhibition": the exhibition, *Masterpieces of the Mineral Kingdom*, as developed by EDG and Houston Museum of Natural Science including the Objects, Exhibitory, Cases, Furniture, Text Copy, etc.
- 2.5. "Exhibitor": Eastern Washington State Historical Society (dba Northwest Museum of Arts and Culture)
- 2.6. "Exhibits and Exhibition Materials": the text panels, Objects, Object labels, exhibition materials and other components that are an integral part of the Exhibition.
- 2.7. "Exhibition-Related Merchandise": may include merchandise, exhibition catalogue and various retail items that will be sold in conjunction with the Exhibition (branded and non-branded).
- 2.8. "Exhibition-Related Programming": is any programming which is held in conjunction with the Exhibition, sold in a ticket package to the Exhibition, uses any of the Exhibition's assets, and any event that uses reasonably related terminology in its title or as a meaningful portion of its content.
- 2.9. "Exhibition Visitor": is the Exhibitor's members and all other individuals, whether adults or children, singly or as a group, that attend the exhibition, except visitors five (5) years of age or younger.
- 2.10. "Intellectual and Industrial Property Rights": all patent rights, utility model rights, designs, trademarks and copyrights related to or concerning the Exhibition, whether those rights have been developed by MINERAL KINGDOM, LLC, owned by MINERAL KINGDOM, LLC, or are assigned to or licensed to MINERAL KINGDOM, LLC.
- 2.11. "Lender": Houston Museum of Natural Science (HMNS). The owner of the Minerals and Gems ("Objects") displayed within the Exhibition.
- 2.12. "Marketing and Media Kit": marketing style guide, marketing assets, press kit and high-resolution digital images.
- 2.13. "Objects": the Minerals and Gems to be exhibited together as part of the Exhibition.
- 2.14. "Parties": MINERAL KINGDOM, LLC and Exhibitor.
- 2.15. "Fees": The Rental Fee- and the Logistics Fee due to MINERAL KINGDOM, LLC in connection with the Exhibition.
- 2.16. "Venue": the location where the Exhibition will be shown.

### 3. EFFECTIVENESS OF AGREEMENT

- 3.1. This Agreement will not become effective until its full execution by the.

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

### 4. EXHIBITION CONTENT

- 4.1. The Exhibition consists of 50 (fifty) rare and unique mineral specimens and 35 (thirty-five) gems displayed in state-of-the-art display cases. Photography, digital copies of wall text and label copy, and Exhibition catalogue as supplied by or on behalf of MINERAL KINGDOM, LLC.
- 4.2. The Exhibition also comprises all the objects, exhibits and exhibition materials delineated in the attached Appendices. The Appendices are integral parts of the Agreement.
  - 4.2.1. Appendix A – Object List and 5-10 High Resolution Images
  - 4.2.2. Appendix B – Reporting Template

### 5. EXHIBITION DESIGN & GALLERY REQUIREMENTS

- 5.1. Upon request, MINERAL KINGDOM, LLC shall work with the Exhibitor to create a mutually acceptable layout to accommodate the Exhibition at the Exhibitor's Venue, which shall be finalized and provided to the Exhibitor no later than 6 (six) months prior to the Exhibition's arrival at the Exhibitor's premises.
- 5.2. The Exhibitor shall provide a minimum of 5,000 (five thousand) square feet of Exhibition floor space. The Exhibition Venue shall have sufficient electrical supply and outlets for lighting; and finished floor surfaces suitable for use as a public exhibition facility.
- 5.3. Exhibitor shall provide a floor plan of all gallery spaces where the Exhibition will be displayed upon execution of the Agreement. MINERAL KINGDOM, LLC reserves the right to approve final Case Display layout.
- 5.4. Per the mutually agreed upon layout, the Exhibitor shall provide risers, temporary walls (as needed), proper lighting and/or elements of design to complement the Exhibition within the Exhibitor's galleries, at the Exhibitor's expense.

### 6. INTELLECTUAL PROPERTY

- 6.1. MINERAL KINGDOM, LLC has been granted by Lender the rights to use the Minerals and Gems which comprise the Exhibition.
- 6.2. MINERAL KINGDOM, LLC grants the Exhibitor the right to use all specified Intellectual and Industrial Property Rights for the term of this Agreement in developing its display of the Exhibition. Exhibitor may only publicly display licensed Intellectual and Industrial Property during the Duration. MINERAL KINGDOM, LLC will provide all interpretive content for Exhibition to Exhibitor no fewer than 12 (twelve) months in advance of Exhibitor's opening including but not limited to: Object label copy, introductory and section text copy, panel copy and graphics, visual interpretation such as timelines and maps. Copy will be provided in Microsoft Word files. Designed panels, graphics, and visual interpretation will be provided in print-ready files. MINERAL KINGDOM, LLC will adjust print-ready files as needed to meet any size or scale limitations Exhibitor may have in their presentation of Exhibition.

#### 6.3. CHANGES

- 6.3.1. The Exhibitor does not have the right to revise, re-design, or otherwise change the graphics, artwork, narrative text, or any other part of the Exhibition without the pre-approval of MINERAL KINGDOM, LLC. If MINERAL KINGDOM, LLC has approved any change, any such changed item or other material will belong to MINERAL KINGDOM, LLC at no extra charge and Exhibitor, on behalf of itself and any third party who may claim any interest therein, shall and hereby does assign to MINERAL KINGDOM, LLC all right, title, and interest to any such changed item or material.
- 6.3.2. It is understood that if any change is suggested by Exhibitor, Exhibitor shall work with MINERAL KINGDOM, LLC through the course of time to develop any change, and Exhibitor shall not suggest, add, delete, or otherwise change or suggest changes in addition to, or deletion from any change designed or otherwise proposed by the Exhibitor. MINERAL KINGDOM, LLC acknowledges Exhibitor's intention to display mineral specimens and gems from its own permanent collection within or outside of the Exhibition's galleries as well as its interest in ensuring such changed item or material and mining history of its own region. MINERAL KINGDOM, LLC will not unreasonably reject or withhold approval of any changes proposed by Exhibitor. All expenses related to such changes are the responsibility of the Exhibitor.

### 7. DURATION OF AGREEMENT

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

- 7.1. The Agreement becomes effective upon acceptance of the Terms and Conditions in the Agreement This Agreement terminates upon expiry of the Duration of the Exhibition and return of Exhibition, exhibits and Exhibition Materials with the Exhibitor, days or more prior to closing hours and no later than the termination of the exhibition. ~~7.5. The Parties may, however, agree in writing to prolong this Agreement and the Duration pursuant to a written addendum to this Agreement.~~
- 7.2. The receiving date of the Exhibition will be scheduled for no later than 10 days before Exhibition opening reception date

### 8. FEES

7.4. The Or

- 8.1. Fees will be due according to the schedule outlined in this Section 8. Unless the parties otherwise agree, all Fees shall be wired to MINERAL KINGDOM, LLC's bank account pursuant to the following wiring instructions will be provided within the invoice.

**BENEFICIARY BANK:** BREMER BANK NA  
372 Saint Peter Street  
Saint Paul, MN 55102

**BENEFICIARY:** MINERAL KINGDOM, LLC  
214 East 4<sup>th</sup> Street, Suite 170  
Saint Paul, MN 55101

All amounts due hereunder shall be received no later than their due dates, and all late payments shall be subject to a late charge equal to an accrued interest rate of one percent (1.0%) per annum ("Late Charge") or the greatest amount permitted under Washington law, whichever is less. Also, any payments received later than forty-five (45) days past due shall constitute a material breach of this Agreement and may, in MINERAL KINGDOM, LLC's sole discretion, result in termination of this Agreement and acceleration of all payments due to MINERAL KINGDOM, LLC in addition to any other remedies to which MINERAL KINGDOM, LLC may be entitled. If Exhibitor disputes any payments due, it shall remit all undisputed amounts and work expeditiously and in good faith with MINERAL KINGDOM, LLC to resolve such dispute.

**PAYMENT SCHEDULE** – If Exhibition Rental Fee is paid in full at time of booking, a 10% reduction in Rental Fee is applied.

Deposit:	\$100,000 (one hundred thousand dollars)	DUE:	At signing with 5-10 high res images and Object List.
2 <sup>nd</sup> Payment:	\$50,000 (fifty thousand dollars)	DUE:	Upon delivery of case-work dimensions and electrical requirements and Marketing and Media kit from MINERAL KINGDOM, LLC to Exhibitor; no fewer than 12 (twelve) months before Opening
3 <sup>rd</sup> Payment:	\$75,000 (seventy-five thousand dollars)	DUE:	1 month before Opening
Logistics Fee:	Upon Invoice – net 10 days	DUE:	Due upon invoice
Install-Deinstall Fee:	Upon Invoice – net 10 days	DUE:	Due upon invoice

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

8.2. All amounts due hereunder shall be paid to MINERAL KINGDOM, LLC free of any charges, taxes or deductions.

### 9. NON-REFUNDABLE COSTS:

9.1. If Exhibitor cancels Exhibition for any reason but Force Majeure within one year of Opening Date, all payments will not be subject to a refund and will be due and payable on due dates; provided, however, MINERAL KINGDOM, LLC will make reasonable efforts to obtain a replacement exhibitor. If MINERAL KINGDOM, LLC is able to find a replacement exhibitor, Exhibitor shall be entitled to a refund of all amounts paid and not be required to make payments on any remaining due dates.

9.2. If MINERAL KINGDOM, LLC cancels Exhibition for any reason other than default by Exhibitor, MINERAL KINGDOM, LLC shall submit a full refund of all Rental Fee and any other Fee payments by Exhibitor as well as reimbursement for other documented direct expenses incurred by Exhibitor for its presentation of Exhibition, including but not

voices, and/or documentation of cleared payments as sufficient documentation for these purposes.

10. **REPORTING:** **ATTENDANCE REPORTING:** Exhibitor shall provide attendance reports for the Exhibition within 30 days of the conclusion of the Exhibition.

### 11. RISK

MINERAL KINGDOM, LLC shall bear the risk of loss of or damage to the Exhibition during the time of transport to and from the Venue.

11.1. MINERAL KINGDOM, LLC is not responsible for the loss to the Exhibitor arising out of the late arrival of the Exhibition, to the extent the late arrival is not attributable to MINERAL KINGDOM, LLC. Notwithstanding the foregoing, if MINERAL KINGDOM, LLC has any claims against a shipping company or prior venue for any late arrival of the Exhibition, MINERAL KINGDOM, LLC agrees to assert such claims against the shipping company or prior venue as requested by the Exhibitor and at the Exhibitor's cost and expense, and any amounts recovered from such claims shall be paid to the Exhibitor, and other provisions in this Agreement providing relief to Exhibitor shall continue to apply, including, but not limited to those in subsection.

11.2. FINE ART INSURANCE: MINERAL KINGDOM, LLC shall be responsible for wall-to-wall insurance of the Exhibition during the Duration of Exhibition, also to cover transport between venues.

11.3. GENERAL LIABILITY INSURANCE: Exhibitor is to provide evidence of general liability insurance,

12.1. MINERAL KINGDOM, LLC grants the Exhibitor the license to use and exhibit the Exhibition for the Duration. The Exhibitor shall mount the Exhibition in accordance with the terms and conditions of this Agreement. Upon termination or expiry of the Agreement the Exhibition and Exhibition Materials shall be returned without damage to MINERAL KINGDOM, LLC.

### 12. RECEIPT OF EXHIBITION

The Exhibitor is not liable for inherent vice and/or normal wear and tear to the Objects. The mounting of the Exhibition by the Exhibitor in venues other than the Venue requires prior approval of MINERAL KINGDOM, LLC.

12.2. The Exhibitor, together with the Lender's (HMNS)'s Registrar, will examine the Exhibition upon arrival. A Condition Report book shall be provided with the Exhibition. Annotations are to be made on each Object at the time of installation and again at de-installation. If any damage is noted at any time, Exhibitor shall immediately inform MINERAL KINGDOM, LLC.

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

### 13. CARE AND HANDLING OF OBJECTS

- 12.3. Repairs or conservation of minerals, gems, or display cases, or other exhibition materials may not be made without prior permission from MINERAL KINGDOM, LLC.
- 12.4. 13.1. CARE: Due care will be given to the Objects at all times to prevent damage or deterioration. Industrial Property Rights, to make merchandise programs, audio tours, or for any other commercial endeavor without
- 13.1.1. Objects will be unpacked, installed and handled by trained art handlers provided by the Lender/HMNS.
- 13.1.2. Lender's registrar and art-handlers will be responsible for the de-installation of the Objects in the Exhibition.
- 13.2. CRATES: Upon arrival at the Exhibitor's institution, crates containing Objects will be allowed a minimum 24-hour acclimatization period in the same environmental conditions as the Exhibition space before they are opened. While in storage, the Objects will be kept in a climate-controlled area free of pests and other harm designated exclusively for the storage or display of works of art.
- 13.2.1. Exhibitor shall provide a pallet jack for the movement of crates and Exhibition materials to and from the truck to the gallery space and/or storage space.
- 13.2.2. Empty crates will be stored in the same environment as Objects. If crates are stored in a safe but different and approved environment, they will be allowed a minimum of 24 hours to re-acclimatize before the Objects are re-packed.
- 13.2.3. If any of these conditions cannot be met, written permission must be obtained from MINERAL KINGDOM, LLC in advance of the arrival of the Exhibition.
- 13.3. INSTALLATION: Objects will be handled by the Lender's staff and installed under the supervision of the Lender's Registrar. The Objects and Exhibition will not be accessible to and will not be handled by any unauthorized person.
- 13.4. DAMAGE TO OBJECTS: The Objects in the Exhibition shall remain in the same condition in which they were received. They will not be tampered with in any way while on loan to the Exhibitor. They will not be un-mounted, removed from auxiliary supports for any purpose, fumigated, cleaned, repaired, altered in any way or transported without prior written permission from MINERAL KINGDOM, LLC.
- 13.4.1. If an Object is damaged, the Exhibitor will notify MINERAL KINGDOM, LLC directly and immediately, and MINERAL KINGDOM, LLC will follow up with a written report. Procedures for reporting damages are contained by the Condition Report book that accompanies the Exhibition and shall be strictly adhered to. Such adherence shall be of the essence of this Agreement and the Exhibitor will be responsible for any liability that may arise due to the Exhibitor's failure to comply with any reporting requirement.
- 13.4.2. If an Object is damaged, MINERAL KINGDOM, LLC will arrange, with the express prior approval of the Lender if applicable, to hire a conservator local to the Venue where the damaged Object is located to assess the damage and prepare a report. In the event it is not covered by MINERAL KINGDOM, LLC's insurance, the cost of such examination and the repair or restoration will be borne by the Exhibitor or the Exhibitor's insurance company. MINERAL KINGDOM, LLC reserves the right to remove the damaged work from the Exhibition and coordinate its safe return to the Lender if applicable.
- 13.5. CONDITIONS OF LOAN: The Objects will be exhibited in suitable spaces under museum conditions with respect to security, climate control, appropriate light levels and fire protective measures as described in the Venue's Facility Report (Appendix D).
- 13.6. FOOD AND DRINK: Museum attendants will ensure that food and drink are not brought into the Exhibition. Smoking shall be prohibited.
- 13.7. CLIMATE CONTROL: The Exhibitor will take all precautions to ensure that the Objects are not subject to excessive changes in humidity or temperature.
- 13.7.1. Humidity and temperature ranges will be maintained as specified in the Venue's Facility Report (Appendix D).



# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

13.7.2. Objects will never be placed over or near a heating or air-conditioning unit.

- 13.8. LIGHTING: The Objects will be lit by lights incorporated into the display casework. The Exhibitor is responsible for general gallery lighting, and spot lighting of wall panels, etc. as may be required. .

### 14. SECURITY REQUIREMENTS

- 14.1. Failure by the Exhibitor to provide security equal to or greater than that described in the Venue's Facility Report (Appendix D) and to meet the requirements in 15.2 and 15.3 below, shall be considered negligence and Exhibitor shall be responsible for all liability for loss or damages resulting directly from such failure.
- 14.2. PHYSICAL GUARDS: Exhibitor shall provide trained professional museum attendants or trained volunteers in sufficient number to adequately protect the Objects.
- 14.2.1. One attendant must be present during unpacking, installation, de-installation, and repacking.
- 14.2.2. During closed hours galleries must be locked with patrolling night attendants and/or an electronic alarm system must be provided.
- 14.2.3. During open hours, appropriate measures will be taken to ensure the public does not come into contact with alarms, including barriers and/or staff supervision as needed.
- 14.3. FIRE PROTECTION: The Exhibition galleries must be equipped with certified fire and security systems. Dry-pipe sprinklers in the exhibition galleries are preferred to wet-pipe.

### 15. DISPATCH

- 15.1. Instructions relative to transit to the next exhibiting Venue will be coordinated between the Exhibitor's Registrar and MINERAL KINGDOM, LLC.
- 15.2. The Exhibitor must comply with all transit arrangements and schedules made by MINERAL KINGDOM, LLC. If the Exhibitor undertakes any local handling or delivery arrangements, these must be accepted by MINERAL KINGDOM, LLC in writing before the arrival time of the Exhibition.
- 15.3. If the Exhibitor does not comply with MINERAL KINGDOM, LLC's shipping schedules and instructions or is responsible for delays in shipment to the subsequent Venue, the Exhibitor will be required to pay any additional costs arising from transit cancellation, rescheduling, or delay. If MINERAL KINGDOM, LLC intentionally schedules shipping or devises instructions without adhering to the parameters provided by Exhibitor and/ or without consulting Exhibitor's Registrar or is responsible for delays in shipment to the subsequent Venue, MINERAL KINGDOM, LLC will be required to pay any additional costs arising from transit cancellation, rescheduling, or delay. Additional costs arising from transit cancellation, rescheduling, or delay due to circumstances outside of MINERAL KINGDOM, LLC's control will be subject to the terms of MINERAL KINGDOM, LLC's contract with its shipper(s) and/or broker(s), unless Force Majeure has been declared by either Party, subject to the terms of 31.6 of this Agreement.

- 16.1. If required, MINERAL KINGDOM, LLC shall assign a representative to conduct a site visit in advance of the Exhibition to assist with design/layout and preparation plans. Exhibitor will cover all related expenses, including hotel, airfare, per diem and a site visit fee as per MINERAL KINGDOM, LLC's standard practices.

### 16. MINERAL KINGDOM, LLC PERSONNEL

- 16.2. MINERAL KINGDOM, LLC shall provide a Registrar/art handler, project manager and site supervisor for up to 10 (ten) days at installation, to prepare the Objects, lead in condition reporting, supervise the installation and to ensure that the Objects and case lighting are set-up properly. The estimate cost of installation and deinstallation is \$17,000 (seventeen thousand dollars).
- 16.3. If the Exhibitor requires additional time, such as delays in preparing the gallery, ensuring adequate staffing, completing installation, or resolving venue-related issues, the Exhibitor shall cover these further expenses; further expenses to be covered by Exhibitor include hotel, per diem and daily fee upon quote.
- 16.4. At MINERAL KINGDOM, LLC's cost, MINERAL KINGDOM, LLC may delegate an Exhibition inspector to visit the

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

Exhibitor at some time during the Duration. MINERAL KINGDOM, LLC will notify Exhibitor of the inspector's visit no fewer than three (3) calendar days in advance of their visit. The inspector shall conduct inquiries into presentation quality, Exhibition attendance and other Exhibition matters.

### 17. EXHIBITOR'S PERSONNEL

- 17.1. The Exhibitor shall designate capable and authorized staff for maintenance, cleaning, security, etc. of the Exhibition. The Exhibitor shall provide the names and contact information for key staff including Project Manager and Registrar no later than 30 (thirty) days prior to installation.
- 17.2. Up to 3 (three) physically able, museum professionals will be provided by the Exhibitor for the installation and de-installation of the Exhibition. One of these persons will be designated as the Exhibition "project manager"

### 18. EXHIBITION-RELATED MERCHANDISE AND PROGRAMMING

Exhibitor's Registrar will be responsible for all issues pertaining to installation and de-installation of Objects and condition reporting.

#### 18.1. MERCHANDISE

- 18.1.1. Exhibition-Related Merchandise may be sold during the Duration by Exhibitor. The Company and HMNS may provide merchandise or co-produce merchandise with Exhibitor within an addendum to this Agreement.

#### 18.2. PROGRAMMING

Exhibition-Related Programming shall be held in conjunction with the exhibition. Exhibition-Related Programming could include, but is not limited to, high teas, flower shows, fashion shows, lectures, film screenings, music concerts, luncheons, craft demonstrations, specialty tours, etc.

- 18.2.1. A Programming plan shall be submitted to the MINERAL KINGDOM, LLC 2 (two) months prior to the Exhibition opening for approval.

### 19. TRADEMARK RIGHTS

- 19.1. Neither Party, by virtue of the Agreement, shall obtain or claim any right, title or interest in or to the other's name, trademark or logo, except the right to use as specified herein. Both Parties hereby acknowledge and agree that all such use shall inure to the benefit of the respective owner. It is expressly agreed that the Exhibitor has the sole and exclusive right to use all its names, logos, and other trademarks and service marks. MINERAL KINGDOM, LLC may only use the same with the prior written approval of the Exhibitor and then solely in connection with the Exhibition.

MINERAL KINGDOM, LLC hereby grants to the Exhibitor the right to use the Exhibition logo and to display graphics in all marketing and promotional materials. Furthermore, MINERAL KINGDOM, LLC hereby grants to the Exhibitor the right to take still photos and shoot B-roll of the Exhibition and all Exhibition elements for the purpose of marketing and promoting the Exhibition. Copies of all such material shall be given in broad-

- 19.2. 1st/print quality to MINERAL KINGDOM, LLC free of all charges. Any commercial use by MINERAL KINGDOM, LLC of such materials shall be subject to prior written approval by Exhibitor

### 20. CREDIT LINE

- 20.1. The Exhibitor will, in a manner agreed to by MINERAL KINGDOM, LLC prior to the Exhibition opening and without exception, clearly and prominently identify the Exhibition and its source and ensure that the official credit line is given as stated below, in Exhibition graphics and publicity.

The Exhibition's official credit line will be as follows and clearly defined in Exhibition marketing style guide:

#### 20.2. CREDIT ON EXHIBITOR'S PREMISES.

# EXHIBITION RENTAL AGREEMENT Terms & Conditions

## *Masterpieces of the Mineral Kingdom*

**Exhibition organized by Houston Museum of Natural Science and Exhibits Development Group, USA**

Such specified credit for the Exhibition will appear where credit is appropriate. Without limitation, credit will always appear at the entrance of the Exhibition space, immediately following the title of the Exhibition, as specified above.

- 20.3. CREDIT IN PUBLICITY. ~~20.3.1.1.~~ will include the official credit line in promotional and support materials it produces, paid and unpaid, visual and verbal, including newspaper, magazine advertisements, gallery bulletins, newsletters, press releases, educational materials, posters, invitations and in all electronic media such as TV, and the Internet. The sole exception to this requirement is banners on museum facades or on the street.

### 21. MARKETING, SPONSORSHIP & PROMOTION

In letters that are not smaller than 40% (forty percent) in size of the principal mention of the Exhibitor and never smaller than 10 points.

21.1.

Promotion of the Exhibition is the Exhibitor's responsibility.

- 21.2. Publicity regarding the Exhibition shall be included in the Exhibitor's website no less than 3 (three) months before the opening of the Exhibition, and at a minimum such publicity shall include a summary of the Exhibition, dates of the Exhibition, key visuals and credit lines.

21.3.

MINERAL KINGDOM, LLC will provide a Marketing and Media Kit (including marketing style guide, marketing assets, a press kit and high resolution and at least 15-20 smaller jpeg digital images) to the Exhibitor no later than 12 (twelve) months in advance of the Opening Date for marketing and promotional purposes.

21.4.

Exhibitor is required to use logos, credit lines, legal notices, rules and regulations as outlined in MINERAL KINGDOM, LLC's marketing style guide. MINERAL KINGDOM, LLC will provide marketing and advertisement templates to Exhibitor for optional use or adaptations in keeping with the marketing style guide.

21.5.

The Exhibitor is required to provide MINERAL KINGDOM, LLC a complete and specific marketing plan no later than 6 (six) months prior to the Opening of the Exhibition.

21.6.

The Exhibitor is required to provide copies of all publicity clippings in relation to Exhibition as hosted by Exhibitor, including but not limited to newspaper articles, periodicals, TV, radio and internet publicity in an organized fashion within one month after the Exhibition closing.

- 21.7. The language to be used by the Exhibitor in all marketing and public relations materials and any other written materials, including but not limited to press releases, membership publications, website listings, visual and broadcast presentations, calendars of events and advertisements, must be submitted in advance to MINERAL KINGDOM, LLC for approval, which shall not be unreasonably withheld. MINERAL KINGDOM, LLC will use all reasonable efforts to respond within 5 (five) working days. It is understood that once such materials have been approved by MINERAL KINGDOM, LLC, the Exhibitor may use them in any and all marketing, promotional and written materials connected with the Exhibition.

21.8.

MINERAL KINGDOM, LLC reserves the right to secure national sponsors (collectively, "Sponsor") for the Exhibition. The Exhibitor shall not be permitted to solicit or accept any sponsorship or other financial support for the Exhibition that is not in conflict with (i) the image of promoting art, science and education or (ii) any existing Sponsor identified by MINERAL KINGDOM, LLC as of the date Exhibitor identifies its C Sponsors prospects list, and MINERAL KINGDOM, LLC shall name the National Sponsor. The National Sponsor shall be allowed to hold a reception at the Exhibitor's venue at for one event at no rental fee. All other expenses shall be responsibility of Company and/or Company's national Sponsor.

21.9.

MINERAL KINGDOM, LLC reserves the right to approve all C Sponsors, and such approval shall not be unreasonably withheld or delayed. No C Sponsor shall be granted any rights – other than sponsorship rights with respect to the Exhibition – without the prior written consent of MINERAL KINGDOM, LLC, which shall not be unreasonably withheld or delayed. Nothing in the Agreement shall be construed as authorizing the right to

21.10.

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

21.11.

21.12. ~~21.12.~~ sponsor sponsorship arrangements for any activity or undertaking of MINERAL KINGDOM, LLC other than the Exhibition.

21.13. The quantity, size and placement of all presenting, supporting and promotional sponsor logos or other forms of recognition on marketing and promotional materials for the Exhibition shall be approved by MINERAL KINGDOM, LLC. MINERAL KINGDOM, LLC's Sponsor will have priority placement in all advertising and collateral material.

All payments received from C Sponsors shall be the property of the Exhibitor.

Any and all payments received from National Sponsors shall be the property of MINERAL KINGDOM, LLC.

Exhibitor will host an Opening Reception to include Exhibitor's VIPs, C Sponsors, and/or members, media, Sponsors and MINERAL KINGDOM, LLC's VIPs. The Exhibitor shall pay for normal operating expenses associated with this reception, including Exhibitor staffing, security and/or other personnel. If MINERAL KINGDOM, LLC and the Exhibitor cannot secure a Sponsor or C Sponsor which agrees to be responsible in whole or in part for the Opening Party, additional event costs (invitations and catering) are the responsibility of the Exhibitor. MINERAL KINGDOM, LLC will provide Exhibitor with a list of Sponsors and MINERAL KINGDOM, LLC'S VIPs, including mailing addresses and/or email addresses no fewer than 3 (three) months prior to Opening Date.

### 23. EXCLUSIVITY AND ASSIGNMENT

23.1.

MINERAL KINGDOM, LLC agrees that the Exhibition will not be placed or announced at a Venue located within one hundred (100) miles of the Exhibitor's location for a period commencing six (6) months prior to the Opening date of the Exhibition.

23.2. The Exhibitor shall not assign, transfer or delegate this Agreement (or any rights or obligations hereunder) or any part of the Exhibition (Objects, rights, images, etc) to any person or entity without MINERAL KINGDOM, LLC's express, prior written approval.

23.3. This Agreement shall bind and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

### 24. REPRESENTATION & WARRANTIES

Each Party represents and warrants that: (i) it has all rights necessary to grant the other Party the rights granted by this Agreement; (ii) it has the power and authority to enter into, and perform its obligations under this Agreement; (iii) it is under no obligation, contractual or otherwise, which might in any way interfere with its full and complete performance of this Agreement; and (iv) it has obtained all necessary permits, licenses and any other government or administrative approvals necessary to perform its obligations under this Agreement.

24.2. Each Party agrees that it will comply in all material requests with all applicable federal, state and local laws, regulations and codes in the performance of this Agreement.

### 25. INDEMNIFICATION

25.1. Company shall indemnify, defend, and hold harmless Exhibitor and its affiliates, trustees, officers, directors, members, shareholders, employees, and agents (the "Exhibitor Indemnitees"), from and against any and all losses, liabilities, claims, fines, judgments, demands, suits, reasonable attorneys' fees and costs and expenses (whether incurred as the result of a third party claim or a claim to enforce this provision), settlements, and other damages (all the foregoing, collectively, "Losses") that the Exhibitor Indemnitees may incur or be liable for as a result of any claim, suit, or proceeding made or brought against any or all of them to the extent based upon, arising out of, or in connection with: (i) Company's breach of any of its representations, warranties, or covenants hereunder; (ii)

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

Company's negligence or willful misconduct; or (iii) any act or omission of Company or any of its employees, contractors or agents.

- 25.2. To the extent permitted by Washington Law, Exhibitor shall indemnify, and hold harmless \_\_\_\_\_, Houston Museum of Natural Science, together with their respective affiliates, officers, directors, members, shareholders, employees, and agents \_\_\_\_\_ from and against any and all Losses that

\_\_\_\_\_ may incur or be liable for as a result of any claim, suit, or proceeding made or brought against any or all of them to the extent based upon, arising out of, or in connection with: (i) Exhibitor's breach of any of its representations, warranties or covenants hereunder; (ii) Exhibitor's negligence or willful misconduct; (iii) any act or omission of Exhibitor or any of its employees, contractors, or agents; or (iv) infringement of any intellectual property right of any third party \_\_\_\_\_ . Under no circumstances shall this indemnification provision extend the Exhibitor's liability to include the acts or omissions of third parties.

Indemnities

- 25.3. These indemnification obligations shall survive the expiration or termination of this Agreement for the maximum period allowed by law. The party seeking indemnification shall promptly inform the indemnifying party of any claim for which it will seek indemnification. To the extent permitted by Washington law, the indemnifying party shall have the right to conduct and control the defense of any claim for which it is providing indemnification by counsel it selects, which counsel shall be subject to the reasonable approval of the indemnitees. Nothing herein shall be deemed to prevent the indemnitees from cooperating with the indemnifying party and participating in the defense of any litigation with their own counsel at their own cost and expense. The indemnitees shall cooperate fully in the defense of the claim(s) and shall provide access to all information, documents and witnesses pertinent to the claim(s) under their control. The indemnifying party shall not compromise, settle or otherwise dispose of any claim for which it has accepted and is providing indemnification pursuant to this Agreement, except with the prior written consent of the indemnitees and the indemnitees shall not compromise, settle or otherwise dispose of any claim for which they have or shall seek indemnification pursuant to this Agreement, except with the prior written consent of the indemnifying party. Any such settlements shall include the full release of the indemnitees from all claims. These indemnification provisions shall apply severally with respect to each indemnitee and be enforceable to the fullest extent permitted by law.

## 26. TERMINATION

- 26.1. If a Party fails to perform any of its material obligations under this Agreement, including any payment obligations, or materially breaches any covenant, representation, warranty, or agreement contained herein, the non-breaching Party may terminate this Agreement on 30 (thirty) days' prior written notice specifying the default in reasonable detail. If the defaulting Party has not remedied default by the end of such 30 (thirty) day period or, if not reasonably curable within such time, has not continually, diligently and in good faith used its commercially reasonable efforts to cure such default, the non-breaching Party may terminate this Agreement upon a subsequent 30-day written notice.

If a Party files a petition in bankruptcy or is adjudged to be bankrupt, or if a petition in bankruptcy is filed against a Party, and such petition(s) is not discharged within 60 (sixty) days, or if a Party becomes insolvent, makes an assignment for the benefit of creditors, or discontinues its business, or if a receiver is appointed for a Party or its business, the other Party may terminate this Agreement.

- 26.3. 26.2. Neither Party shall be liable for any delays or failures in performance, in whole or in part (excluding payment of monies due), if such delay or non-performance is due to any cause beyond its reasonable control, including, but not limited to Act of God, war, terrorism, insurrection, riot, civil disturbance, rebellion, government regulations, embargoes, explosions, fires, floods, tempest, strikes, lock-outs, labor disputes, failures in public supply of electrical power, heating, lighting, air conditioning, or public telecommunications equipment ("Force Majeure"), except for following the provisions described in Section 31.6.

- 27.1. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Washington.

## 27. GOVERNING LAW & DISPUTES

# EXHIBITION RENTAL AGREEMENT

27.2.

27.3.

takings hereunder may cause the other Party irreparable damage, which cannot be readily remedied in damages, injunctive relief and to seek any and all other equitable remedies in addition to those available at law.

## 28. LANGUAGE

28.1. In any and all cases the English language shall prevail.

## 29. CONFIDENTIALITY

29.1. Each of the Parties agrees that no press announcement or press release in connection with the Agreement shall be made unless the other Party hereto shall have given its prior written consent to such announcement (including the form thereof), which consent shall not be unreasonably withheld. If the reviewing Party does not respond to the request of the proposing Party for approval of an announcement within 5 (five) business days of receipt of the request, the request is deemed approved. Delivery and receipt of the proposed announcement shall be accomplished by any of the methods set forth in Section "NOTICES".

29.2. MINERAL KINGDOM, LLC and the Exhibitor agree, as may be permitted by law, not to divulge or permit or cause their officers, directors, stockholders, employees or agents to divulge the substance of the Agreement except to their respective representatives and attorneys or as may otherwise be required by law in the opinion of counsel for the Party required to make such disclosure. Additionally, during and after the Term of the Agreement, neither MINERAL KINGDOM, LLC nor the Exhibitor shall disclose to anyone for any reason, without the prior written consent of the other or as may be required by law, any marketing plans, strategies, results or other confidential information divulged to or learned by either Party about the other from any source whatsoever, unless and until such information has generally become available to the public from sources other than the other Party. Company acknowledges that Exhibitor is an agency of the State of Washington subject to chapter 42.56 RCW, the Public Records Act. Any specific information that is claimed by Company to be confidential shall be clearly identified as such by Company. If a public records request is received by Exhibitor that includes Company's confidential information, Exhibitor will notify Company of the request and of the date that such records will be released to the requester unless Company obtains an order from a court of competent jurisdiction enjoining that disclosure. If Company fails to obtain the court order enjoining disclosure or provide such order to Exhibitor, Exhibitor will release the requested information on the date specified and such release will not give rise to any liability under this Agreement.

30.1. During the term of this Agreement, MINERAL KINGDOM, LLC, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, MINERAL KINGDOM, LLC, including any subcontractor, shall give written notice of this non-discrimination requirement to any labor organizations with which MINERAL KINGDOM, LLC or subcontractor, has a collective bargaining agreement.

## 30. NONDISCRIMINATION REQUIREMENT

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

### 31. NOTICES

- 31.1. All notices required to be given under the terms of the Agreement shall be in writing, including e-mail with return receipt acknowledged, provided that in any event a notice is also sent by certified or registered air mail or by a nationally recognized overnight delivery service on the same day as such email. Notices shall be

To Mineral Kingdom  
Manager  
For contract matters:  
  
Amy  
c/o Mineral Kingdom  
214 N. 1st  
Saint Paul, MN 55101  
amy@mineralkingdom.com  
Phone: 651 222 1121  
Fax: 651 222 1124

To Exhibitor Eastern Washington State Historical Society (dba Northwest Museum of Arts and Culture)

For contractual matters:

Kayla Tackett  
c/o Northwest Museum of Arts and Culture  
2316 W. First Ave.  
Spokane, WA 99201  
kayla.tackett@northwestmuseum.org  
509-363-5338

- 31.2. All notices shall be effective upon delivery thereof. Any Party may change its respective address by giving notice as herein provided.

- 32.1. The Agreement shall bind and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party shall be entitled to assign its rights and duties under this Agreement without the consent of the other Party.

- 32.2. MINERAL KINGDOM, LLC agrees that it will comply with all applicable federal, state and local laws, regulations and codes in the performance of the Agreement.

### 32. PERTAINING TO THIS AGREEMENT

# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

- 32.3. The Agreement contains the entire agreement between the Parties and supersedes all prior agreements, understandings and writings between the Parties with respect to the subject matter of the Agreement. Each Party acknowledges that no representations, inducements, promises or Agreements, oral or otherwise, have been made by any Party, which are not embodied herein or in an exhibit hereto, and that no other agreement, statement or promise may be relied upon or shall be valid or binding. Neither the Agreement nor any term hereof may be changed, waived, discharged or terminated orally. The Agreement may be amended or supplemented, or any term hereof may be changed, waived, discharged or terminated by an agreement in writing signed by both Parties.
- 32.4. If any provision of the Agreement shall be held invalid or unenforceable, the remainder of the Agreement which can be given effect without such invalid or unenforceable provision shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.
- 32.5. The waiver by any Party of any breach or violation of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach
- 32.6. If due to acts of God, insurrection, strikes, lockouts, riots, acts of terrorism or war, epidemics or pandemics, power and communication failures, fire, elements, national, regional or local emergency or any other cause outside of the reasonable control of either Party to the Agreement ("Force Majeure") the Exhibition is cancelled, delayed or the performance of either Party under the terms of the Agreement is delayed or made impossible, the Parties agree that such cancellation, postponement or failure to perform shall not be considered a breach of the Agreement. In such event the Parties agree to use their reasonable best efforts to reschedule the Exhibition; provided, however in the event the Parties are not able to reschedule the Exhibition so that the replacement opening date is within twenty-four (24) months of the Opening Date, all payments made by Exhibitor shall be reimbursed.
- 32.7. Nothing in the Agreement is intended to create, nor shall anything herein be construed or interpreted as creating, an agency, a partnership, a joint venture or any other relationship between MINERAL KINGDOM, LLC, the Lender and the Exhibitor except as expressly set forth herein, and all Parties understand that, except as expressly agreed to herein, each shall be responsible for its own separate debts, obligations and other liabilities.
- 32.8. The representations, warranties, indemnification, and confidentiality provisions set forth in the Agreement shall be continuing and shall survive the termination or expiration of the Agreement.
- 32.9. The captions and headings used herein are for convenience only and shall not be construed as a part of the Agreement.
- 32.10. The Exhibitor and MINERAL KINGDOM, LLC each assume their respective costs and fees resulting from preparing and entering into this Agreement.



# EXHIBITION RENTAL AGREEMENT

## Terms & Conditions

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Title  
Add  
E-r

Sign  
Acc  
Exhibitor: Eastern Washington State Historical Society, dba Northwest Museum of Arts and Culture  
Name: Wesley Jessup  
Title: Executive Director  
Address: 2316 W. First Ave. Spokane, WA 99201  
Email: Wesley.jessup@northwestmuseum.org Phone: 509.363.5308  
Signature:

### APPENDICES

Appendix A – Provisional Object List and 5-10 High Resolution Images  
Appendix B – Reporting Template



Northwest  
Museum of  
Arts and  
Culture

# Collections Department Update



Northwest  
Museum of  
Arts and  
Culture

# **Policy Committee Report**

Policy No. GOV 103-~~(Interim)~~

## Ethics

**Applies to:** All employees, volunteers, ~~Trustees~~, and contractors (hereinafter called Stakeholders) of Eastern Washington State Historical Society (EWSHS) ~~(hereinafter called stakeholders)~~.

**References that apply to this policy:** Listed below are some, but not all, applicable governing requirements. Note: Laws and rules may change over time and such changes may take precedence over this policy.

- Chapter 42.52 RCW
- WAC 292-110-010
- COL-100 Collections Policy
- GOV-102 Conflict of Interest Policy
- HR-401 Outside Employment Policy
- American Alliance of Museums Code of Ethics

**Effective date:** May 21, 2025. ~~Interim Policy, valid through October 18, 2025.~~

**History:** This policy updates the prior policy, approved on an interim basis on May 21, 2025. That policy updated GOV 103, approved on September 7, 2022, and BP120A, approved February 1, 2017. The prior policy updated and renumbered BP 120, approved February 1, 2017, which replaced HR #104.

**Approved by:** EWSHS Board of Trustees

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## Purpose

To provide direction to EWSHS ~~stakeholders~~ Stakeholders, trustees, staff, and volunteers, in making ethical choices, acting in a manner that demonstrates high ethical standards, and complying with the provisions of the Washington State Ethics in Public Service Act (Chapter 42.52 RCW).

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## Definitions

The following definitions are specific to the terms of this policy and do not modify or revise similar terms as used in related policies or procedures.

**Confidential Information:** information that is not releasable upon public demand or which is otherwise made confidential by law.

**Direct Care of Collections:** Supplies, activities, contract labor, and/or packing and transportation costs for activities that directly enhance the lifetime, usefulness, and/or condition of items in EWSHS collections, including but not limited to housing and storage supplies, conservation assessments and treatments, and emergency and disaster mitigation activities.

**Employee:** an individual who is employed by EWSHS.

**Family Member:** individual's spouse or domestic partner, child, stepchild, grandchild, parent, stepparent, grandparent, sibling, half-sibling of the individual and the spouse or the domestic partner of any such person and a child, stepchild, grandchild, parent, stepparent, grandparent, sibling, half-sibling of the individual's spouse or domestic partner and the spouse or the domestic partner of any such person. (From RCW 42.17.020 cross reference RCW 42.52.010).

**Gift:** The definition provided in RCW 42.52.010(9) is hereby adopted. A gift is anything of economic value for which no consideration is given. "Gift" does not include: (a) Items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made as part of any design to gain or maintain influence in the agency of which the recipient is an officer or employee; (b) Items related to the outside business of the recipient that are customary and not related to the recipient's performance of official duties; (c) Items a state officer or state employee is authorized by law to accept. See RCW 42.52.010(9) for further exemptions.

**Honorarium:** money or thing of value offered to an employee for a speech, appearance, article, or similar item or activity in connection with the employee's official role.

**Officer:** Includes members of the board of trustees and advisory committees, and supervisory staff.

**Volunteer:** a person who performs any assigned or authorized duties for EWSHS, by their own free choice. Generally, the volunteer does not receive anything of value in exchange for the services, not money, trade of products or services, or anything of monetary value.

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## Policy Statement

EWSHS serves the public interest as it relates to the history, visual arts, and cultures of the State of Washington and the Inland Northwest. EWSHS exists to serve the public interest and must always act in such a way as to maintain public confidence and trust.

EWSHS is committed to standards of performance which comply with Washington State's laws and establish a minimum guideline for ethical conduct. This policy is intended to provide information about some of the more common and relevant ethics topics at EWSHS and does not include all possible ethics

topics. Ensuring ethical conduct in the workplace requires that all know what ethical conduct is and fully embrace this conduct in every aspect of our work.

The Ethics in Public Service law, Chapter 42.52 RCW, and related regulations apply to EWSHS Stakeholders, all state employees, state officers, and volunteers. Individuals who must read and understand this Policy. ~~Each employee is~~ Stakeholders are also expected to know and understand that they must conduct themselves and their business affairs in a manner that is consistent with EWSHS values and ethical standards, its mission as well as the Ethics Act, as applicable.

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## Trustees

The Board of Trustees of EWSHS serves the public interest and is accountable to the public as well as to the institution. In partnership with the state of Washington, the Board acts as the ultimate legal entity for EWSHS and stands responsible for the formulation and maintenance of its general policies, standards, condition, financial stability, and operational continuity.

Each ~~T~~rustee must understand the basic documents that provide for the establishment, character and governance of EWSHS, such as the bylaws, mission, values, adopted policies and state enabling legislation, as well as EWSHS's state agency relationship to the state of Washington.

Each ~~T~~rustee should ensure that EWSHS and the Board of Trustees act in accordance with the basic documents and with applicable state and federal laws and regulations.

Trustees should not act as individuals in carrying out their duties and responsibilities as trustees. All actions of the Trustees should be taken as a board, committee, or subcommittee, or otherwise in conformance with the bylaws or applicable policies. Trustees must work for EWSHS as a whole and not act solely as advocates for particular activities or subunits.

The Board of Trustees holds the ultimate fiduciary responsibility for EWSHS and for the protection and nurturing of its various assets, the collections and related documentation, the physical plant, financial assets, and the staff. The ~~€~~Trustees are obliged to develop and define the purposes and related policies of EWSHS, and to ensure that all EWSHS assets are properly and effectively used for public purposes.

Trustees should not attempt to derive any personal material advantages from their connection with EWSHS.

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## Staff

Employees shall abide by Chapter 42.52 RCW and the Washington State Executive Ethics Board rules relating to ethical practices.

Employment by EWSHS is a public trust. In all activities, EWSHS employees should act with integrity and in accordance with these policies as well as with professional standards and practices.

Employees will sign a statement upon employment and annually thereafter, confirming that they have read and understand the EWSHS Ethics Policy.

EWSHS is committed to creating a work environment anchored in respect, dignity, civility, and equity. Policies HR-101 Anti-discrimination, HR-102 Affirmative Action Equal Opportunity, [HR-103 Sexual Harassment](#), HR-105 Diversity, Equity & Inclusion, and HR-106 Respectful Work Environment detail the EWSHS responsibilities for ensuring a positive, healthy and professional work environment in which all people, irrespective of their position, are treated with respect, civility and dignity.

Members of EWSHS administration and its Board of Trustees should respect the professional expertise of the staff, who have been engaged because of their special knowledge or ability in some aspect of historical society and/or museum activity. EWSHS governance should be structured so that the resolution of issues involving professional matters incorporates the opinions and professional judgments of relevant members of the staff. Responsibility for the final decisions will normally rest with EWSHS administration.

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## Personal Use of EWSHS Resources

### A. De Minimis Use

If any [employee-Stakeholder](#) wishes to make personal use of a EWSHS resource, they must follow the Use of State Resources Rule (WAC 292-110-010) and they cannot use the resource for prohibited uses. No [employee-Stakeholder](#) may use their official position to secure special privileges for either themselves or another person, nor may receive compensation from any person or entity except the State of Washington, [as applicable](#), for performing their official duties.

A [Stakeholder](#)~~n-employee~~ may make an occasional but limited use of state resources only if each of the following conditions are met:

1. There is little or no cost to the state.
2. Any use is brief in duration and occurs infrequently.
3. The use does not interfere with the performance of ~~the officer's or employee's~~ official duties.
4. The use does not disrupt or distract from the conduct of state business due to volume or frequency.
5. The use does not disrupt other ~~s-state-employees~~ and does not obligate them to make a personal use of state resources; and
6. The use does not compromise the security or integrity of state property, information, or software.

## B. Prohibited Uses of EWSHS Resources

Certain uses of state resources are strictly prohibited. Prohibited uses include, but are not limited to:

- ~~1.~~ Any use for the purpose of conducting an outside business, in furtherance of private employment, or to realize a private financial gain.
- ~~2.1.~~
- ~~3.2.~~ Any use for the purpose of supporting, promoting the interests of, or soliciting for an outside organization or group, including but not limited to: A private business, a nonprofit organization, or a political party (unless provided for by law or authorized by an agency head or designee).
- ~~4.3.~~ Any use for the purpose of assisting a campaign for election of a person to an office or for the promotion of or opposition to a ballot proposition. Such use of state resources is specifically prohibited by RCW 42.52.180, subject to the exceptions in RCW 42.52.180(2).
- ~~5.4.~~ Lobbying: EWSHS resources may only be used to provide information on matters pertaining to official agency business or advocate for the official position or interest of the agency subject to the provisions in RCW 42.17A.635. This may include funding requests for the agency.
- ~~6.5.~~ Any use related to conduct that is prohibited by a federal or state law or rule, or a state agency policy.
- ~~7.6.~~ Any private use of any state property that has been removed from state facilities or other duty stations, even if there is no cost to the state; and
- ~~8.7.~~ Illegal activities or activities incompatible with a professional workplace, e.g. accessing adult oriented sites or gambling on the Internet.

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## Confidential Information

No employee may accept employment or engage in any business or professional activity that the employee might reasonably expect would require or induce them to make an unauthorized disclosure of confidential information acquired through the employee's official position. See also HR-401, Outside Employment.

No ~~employee, officer, or volunteer~~ Stakeholder may disclose confidential information to any person not entitled or authorized to receive this information.

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## Special Privileges

Except as required to perform duties within the scope of ~~employment~~ official position, no Stakeholder ~~employee~~ may use their position to secure special privileges or exemptions for themselves, family members, or other persons.

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## Conflicts of Interest

EWSHS shall adhere to state and local ethics policies, guidelines, and provisions and appropriate standards of conduct to avoid conflicts of interest. Stakeholders shall not engage in activities that are incompatible with their duties on behalf of EWSHS and shall disclose personal interest in business, transactions, and professional activities considered by EWSHS as conflicts of interest. GOV 102 – Conflict of Interest, further details specific obligations related to potential conflicts of interest.

~~A.—An employee, except as provided in RCW 42.52.030(2) may not have a beneficial interest, financial or otherwise, direct or indirect, or engage in a business, transaction or professional activity, or incur an obligation, that is in conflict with the proper discharge of the employee’s official duties (RCW 42.52.020).~~

~~B.—No EWSHS officer or employee, except as provided in RCW 42.52.030(2), may have a beneficial interest, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or under the supervision of the officer or employee, in whole or in part, or accept, directly or indirectly a reward from any other person beneficially interested in the contract, sale, lease, purchase or grant.~~

~~Except in the course of official duties, employees may not assist others in a transaction involving EWSHS. RCW 42.52.040 prohibits:~~

- ~~1.—An employee from assisting another person directly or indirectly, whether or not for compensation, in a transaction if:
  - ~~a.—The employee has at any time participated in the transaction; or~~
  - ~~b.—The transaction has been under the official responsibility of the employee within a period of two years preceding the assistance.~~~~
- ~~2.—An employee from sharing in compensation received by another for assistance the employee is prohibited from providing.~~

~~C.—Personal collecting may result in situations where a conflict of interest may arise. As such, collecting art or historical objects is permitted for staff members subject to the following:~~

- ~~1.—Employees should not become involved in any transactions that give rise to an actual or perceived conflict of interest.~~
- ~~2.—Employees and their immediate family may not purchase objects deaccessioned from EWSHS.~~
- ~~3.—Employees may not store personal collections on EWSHS property, nor may they conduct research on personal collections during EWSHS time.~~
- ~~4.—Where a conflict of interest with EWSHS exists or there is a concern that it may exist,~~

~~employees should immediately make available to EWSHS Executive Director, full details of all significant purchases, trades, and gifts or sales of objects or items that may fall within the collecting policy of EWSHS and follow the procedure laid out in Administration, below.~~

- ~~D. In order to avoid any actual or perceived conflicts of interest, employees should not deal (buy and sell object(s) for a profit on a regular basis) historical or cultural artifacts, art, books, or paper that relate to the areas of interest in EWSHS's Collection Policy COL-100, nor should they accept outside employment from a dealer or retain interest in a dealership of similar material. Upgrading a personal collection by occasional trades, purchases or sales is not considered dealing, although the acquisition and deletion of objects from a personal collection may require disclosure as set forth in this Policy.~~
- ~~E. Employment outside of EWSHS may present ethical challenges, specifically potential conflicts of interest. There is an existing policy for Outside Employment, HR-401. In order to avoid ethical violations, Employees must adhere to HR-401 regarding any employment outside of EWSHS.~~
- ~~F. Whenever a matter arises for action by the Board of Trustees involving a conflict between the interests of EWSHS and an outside or personal interest of a trustee or that of a member of their family, that interest should be disclosed and made a matter of record. In those cases where the trustee is present when a vote is taken in connection with such a question, they should disclose the interest and abstain from voting. See also the provisions of GOV-102. There may be situations where the conflict is so serious that it cannot be resolved, in which case resignation may be appropriate.~~
- ~~G. While it is expected that this Policy will be effective in minimizing or eliminating conflicts of interest, when serious doubts exist as to the presence of a conflict, the employee should refer to this Policy and bring it to the attention of their supervisor and/or Executive Director.~~

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## Personal Gifts

- A. A ~~n-Stakeholder~~employee may not accept or solicit a gift if it could be reasonably expected to influence the performance or nonperformance of the ~~ir-employee's~~ official duties.
- B. An employee or officer may not accept a gift from any person with a value in excess of \$50 a year. The value of gifts given to an employee or officer's family member shall be attributed to the employee for the purpose of determining whether the limit has been exceeded, unless an independent business, family, or social relationship exists between the donor and the family member.

- C. The following items are presumed not to influence and may be accepted without regard to the value limit established by section B:
1. Unsolicited flowers, plants, and floral arrangements;
  2. Unsolicited advertising or promotional items of nominal value, such as pens and note pads;
  3. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
  4. Unsolicited items received ~~by an employee~~ for the purpose of evaluation or review, if the ~~re is employee has~~ no personal beneficial interest in the eventual use or acquisition of the item by EWSHS;
  5. Informational material, publications, or subscriptions related to the recipient's performance of official duties;
  6. Food and beverages consumed at hosted receptions where attendance is related to ~~the employee's~~ official duties;
  7. Admission to, and the cost of food and beverages consumed at, events, sponsored by or in conjunction with a civic, charitable, governmental or community organization; and
  8. Unsolicited gifts from dignitaries from another state or a foreign country that are intended to be personal in nature.
- D. "Section 4 ~~employee official~~" is defined as: an employee or officer whose duties include regulating certain members of an industry or include decisions about contracting or purchasing from any current or potential future contractor or vendor. "Section 4" gift restrictions apply to gifts from those industries, contractors, or vendors. A "Section 4" ~~employee official~~ cannot accept any food or drink by a person whom they ~~employee~~ regulates or who wishes to do business with EWSHS, i.e. any current or potential future contractor or vendor, in the ordinary course of state business. ~~Employee's work that is Those~~ covered by "Section 4" may only accept the following:
1. Items from family members where it is clear that the gift was not made as part of any effort to gain or maintain influence in the agency of which the recipient is ~~an employee engaged~~.
  2. Items related to the outside business of the recipient which are customary and not related to the recipient's performance of official duties.
  3. Items exchanged among ~~employees agency personnel~~, or a social event hosted by ~~a state employee personnel~~ for co-workers.
  4. Items ~~a state employee the recipient~~ is authorized by law to accept.
  5. Items returned by the recipient to the donor within 30 days of receipt or donated to a charitable organization within 30 days of receipt.
  6. Campaign contributions reported under Chapter 42.17 RCW.
  7. Discounts available to an individual as a member of an employee group, occupation, or similar broad-based group.

8. Awards, prizes, scholarships, or other items provided in recognition of academic or scientific achievement.
  9. Unsolicited advertising or promotional items of nominal value.
  10. Unsolicited tokens or awards of appreciation: plaques, trophies, desk items.
  11. Unsolicited items for the purpose of evaluation or review, if the ~~officer or employee~~ recipient has no personal beneficial interest in the use or acquisition of the item by the agency.
  12. Informational material, publications, or subscriptions related to official duties.
  13. Food and beverages at hosted receptions where attendance is related to official duties.
  14. Admission to and the cost of food and beverages consumed at events sponsored by or in conjunction with a civic charitable, governmental or community organization.
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## Honoraria

EWSHS employees may accept honorarium.

An employee may use state time and resources to prepare materials for a speech or presentation for which an honorarium will be paid if the activity is related to the ~~employee's~~ official role at EWSHS. If the Executive Director does not allow ~~the employee to use of~~ state time and resources, any payment the ~~employee~~ receives is not an honorarium subject for approval but is instead considered outside compensation and subject to RCW 42.52.120.

Conference fees that are waived are not considered gifts or honorarium.

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## Ownership of Scholarly Material

Publications, lectures, manuscripts and all other materials prepared by an employee within the scope of ~~employment~~ their official position at EWSHS and/or any scholarly works produced ~~by the employee~~ as a result of financial support from EWSHS are the sole property of EWSHS except as authorized in writing by the Executive Director.

Employees should first confer with the Executive Director before agreeing to author, as a private individual, any publications that substantially draw upon materials prepared in the scope of ~~employment~~ official duties with EWSHS.

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## Political Activities

Employees-Stakeholders must adhere to the state of Washington's ethics rules (RCW 42.52.180) with regard to political activities. Employees-Stakeholders must not use or authorize the use of state

facilities and resources for political campaigns, subject to any approved exceptions. See RCW 42.52.180.

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## Collections

Stewardship of collections entails the highest public trust and carries with it the presumption of rightful ownership, preservation, care, documentation and accessibility.

EWSHS must ensure that items in its permanent collections support its mission and public trust responsibilities and are protected, secure, unencumbered, cared for and preserved. Items in the permanent collections of EWSHS custody must be accounted for and documented with access to them and related information permitted and regulated unless restrictions are in place regarding any specific collection or item.

In the areas of acquisition, deaccessioning, and disposal of EWSHS permanent collection materials, EWSHS must weigh carefully the interests of the public for which it holds the collection in trust, the donor's intent in the broadest sense, the interest of the scholarly and cultural community, and EWSHS's own financial well-being.

EWSHS must ensure that acquisition, deaccessioning, disposal, and loan activities are conducted in a manner that respects the protection and preservation of cultural resources and which conforms to its mission and public trust responsibilities. The EWSHS Collection ~~Management~~-Policy, COL-100, serves as the guideline for collection-related activities.

The disposal of collection material must follow the process outlined in the EWSHS Collections ~~Management~~-Policy. Income from the disposal of deaccessioned materials and objects must be clearly identified in financial reports and only be utilized for purchasing new acquisitions or for Direct Care of Collections. Use of income from the disposal of deaccessioned materials for direct care of collections must be approved by the Executive Director. Use of income from the disposal of deaccessioned materials for purchasing new acquisitions shall follow all standards, policies, and procedures for purchasing new acquisitions and requires no additional approval.

## Human Remains and Sacred Objects

Human remains, funerary items and religious or sacred objects, as defined by NAGPRA or the tribe of origin, that are in custody of EWSHS shall be securely and sensitively housed and maintained with the greatest respect in a separate location apart from other EWSHS collections. Consultation regarding the proper care of such items will be sought from official, tribally designated representatives handling such matters for their respective tribe. Access to these sensitive objects shall only be granted to tribally authorized individuals by the Executive Director and the curator of American Indian Collections following EWSHS procedures. See also COL-101 – NAGPRA Policy Statement.

Research, exhibitions, interpretation and publications about these sensitive objects should be done with tact and respect for human dignity and in consultation with individuals authorized from the tribe of origin. See also COL-101 – NAGPRA Policy Statement.

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## Appraisals

EWSHS employees should not perform outside appraisals for any individual, business or organization. EWSHS should maintain a list of appraisers but should not provide an endorsement.

The exceptions to this "no appraisal" principle are internal use (e.g. insurance evaluation for loans) of EWSHS, or with written permission of the Executive Director, for other non-profit organizations, units of government or tribes. Any such appraisal must represent an honest and objective judgment and must indicate how the judgment was reached.

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## Programs

- A. EWSHS serves the public by advancing an understanding and appreciation of our shared cultural and artistic heritage. Exhibitions, scholarship, publications, and educational programs, public events, and other activities must advance the EWSHS mission and be responsive to the interests, concerns and needs of the residents of the state of Washington, in particular eastern Washington and the Inland Northwest.
  - B. EWSHS is committed to insuring that:
    - 1. Programs support its mission and remain responsive to the interest and concerns of the eastern Washington and Inland Northwest regions.
    - 2. Programs are intellectually responsible, founded on scholarship, and consistent with current knowledge.
    - 3. Programs are accessible and encourage participation of the widest possible audience consistent with the EWSHS mission, vision, and resources.
    - 4. Programs respect the cultural diversity of the region, pluralistic values, traditions, and concerns.
    - 5. Revenue-producing activities and those that involve relationships with outside organizations, businesses, or groups are compatible with the mission of EWSHS and support its public trust responsibilities.
    - 6. Programs promote the public good rather than individual financial gain.
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## Volunteers

Volunteers with access to EWSHS collections, programs, and associated privileged information work in areas that are sensitive and/or restricted. Access to EWSHS internal activities and information requires adherence to the same standards that apply to staff.

Volunteers should work toward the betterment of EWSHS. Although EWSHS may accord them special privileges, volunteers should not accept gifts, favors, discounts, loans, or other things of value that accrue to them from other parties in connection with carrying out duties for EWSHS.

Volunteers are expected to keep museum information that is not available to the general public confidential and abide by the other provisions of this Policy.

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## Administration

- A. Situations that could be perceived to be a violation of this Policy or any section of Chapter 42.52 RCW should be brought to the attention of an ~~employee's appropriate~~ supervisor for resolution. After a potential violation has been reported, EWSHS will take all reasonable steps to respond and to prevent further similar incidents. Violations of the State Ethics Act or this policy may lead to corrective or disciplinary action, up to and including termination ~~or removal~~.
- B. The Washington State Executive Ethics Board has the authority and responsibility for investigating alleged violation(s) of the Ethics Act and may take administrative action ~~against an agency employee~~, including imposing a civil penalty for violations. Anyone may file an ethics complaint ~~against a state employee or officer~~. Complaint forms are available on the Executive Ethics Board's website. Complaints may be filed anonymously or the complainant may choose to remain confidential. Ethics complaints may be filed directly with this Board at the following address.

Executive Ethics Board  
PO Box 40149  
Olympia, WA 98504
- C. The Executive Director is responsible for and shall exercise leadership in establishing, maintaining, and carrying out the agency's ethics program. They shall make available to the ethics program sufficient resources (including investigative, audit, legal, and administrative staff as necessary) to enable the agency to administer its program in a positive and effective manner.
  1. The Executive Assistant is designated as the agency's Ethics Advisor who coordinates and manages the agency's ethics program. The Ethics Advisor is the agency's liaison to the Executive Ethics Board. The Ethics Advisor may:
    - a. Assess the application of conflict of interest laws and regulations to the information reported and counsel those ~~officers or~~ stakeholders with regard to resolving actual or potential conflicts of interests or appearances.
    - b. Counsel agency personnel concerning ethics standards and programs.



**Policy No. HR-103**

# Sexual Harassment

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**Applies to:** All employees, volunteers, and contractors of Eastern Washington State Historical Society (EWSHS)

**References that apply to this policy:** Listed below are some, but not all, applicable governing requirements. Note: Laws and rules may change over time and such changes may take precedence over this policy.

- Title VII U.S. Civil Rights Act of 1964 as amended
- EEOC Regulations: 29 CFR 1604.11
- Chapter 49.60 RCW
- RCW 43.01.135
- RCW 41.06.395
- WACs 357-34-100 through 125
- WA Executive Order 89-01

**Effective date:** Date

**History:** This policy updates and rennumbers [HR-103, dated September 2, 2020, which updated](#) BP 122 dated February 1, 2017. BP 122 replaced HR #106.

**Approved by:** EWSHS Board of Trustees

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## Purpose

To prohibit sexual harassment in the workplace and t. ~~To~~ detail the agency's sexual harassment policy and procedures.

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## Definitions

**Sexual Harassment:** The federal Equal Employment Opportunity Commission ([29 CFR](#) Section 1604.11) defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when any one of three criteria is met:



- ~~2.1.1:~~ Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- ~~2.1.2:~~ Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- ~~2.1.3:~~ Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance creating an intimidating, hostile, or offensive work environment.

~~2.2:~~ Sexual harassment can be in the form of verbal behavior such as unwanted sexual comments, suggestions, jokes, or requests for sexual favors. It can be in the form of any non-verbal behavior which may include gestures, leering, pictures or cartoons and physical behavior such as assault, molestation, touching, or repeated brushing against a person's body.

Retaliation: any adverse action(s) against individuals because they have reported instances or allegations of sexual harassment or participated in or have been a witness in any procedure to address a complaint of sexual harassment.

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## Policy Statement

~~The~~ EWSHS is committed to providing a working environment that is free from sexual harassment of any kind. Everyone must understand that sexual harassment is an unacceptable practice and will not be tolerated in the workplace.

~~3.2:~~ Sexual harassment is a form of sex discrimination and is an unlawful employment practice under Title VII U.S. Civil Rights Act of 1964, RCW 49.60 (Washington State Law Against Discrimination) and Washington State's Executive Order 89-01. EWSHS will not tolerate sexual harassment. ~~will not be tolerated.~~

~~3.3:~~ ~~The~~ EWSHS is committed to providing equal employment opportunities. Therefore, it is a violation of this policy to: (1) discriminate in the provision of employment opportunities, benefits, or privileges; (2) create discriminatory work conditions; or (3) use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, based on membership in a protected class, or retaliation for assisting the investigation of a complaint.

~~3.4:~~ Sexual harassment is misconduct that undermines the integrity and quality of the workplace and employment relationships and is unfair to the employee, volunteer, or contractor who is subjected to it and their coworkers. All employees, volunteers, and contractors must be allowed to work in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment hurts morale and interferes with the work productivity of victims, co-workers, and harassers.

~~3.5: The~~ EWSHS will provide training and education to employees, volunteers, and contractors to prevent and eliminate sexual harassment in the workplace. All employees must attend sexual harassment training within the first six months of employment and every five years thereafter. Training will also be provided to supervisors and managers on how to handle sexual harassment complaints. All supervisors and managers must attend sexual harassment training within the first six months of employment and every three years thereafter.

~~3.6: The~~ EWSHS does not intend to regulate social interaction or relationships which are consensual, voluntary, and freely entered into by employees or individuals performing business with the office where such relationships do not impact the performance of professional duties.

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## Maintaining a Work Environment Free From Sexual Harassment

All ~~the~~ EWSHS employees and volunteers and other persons having business with the agency are responsible ~~to~~ for maintaining a work environment free from sexual harassment.

~~4.2:~~ Employees, volunteers, and contractors determined to be in violation of this policy will be subject to appropriate corrective or disciplinary action, up to and including termination.

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## Management Role in Providing a Work Environment Free From Sexual Harassment

~~5.1: It is the responsibility of m~~Managers and supervisors are responsible for ~~to~~ clearly communicate the policy to all employees and volunteers and ~~for~~ to providing the training to new employees during the orientation phase of their employment.

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~~5.2:~~ Managers and supervisors shall review the sexual harassment policy annually with staff.

~~5.3:~~ Managers and supervisors must also take reasonable steps to prevent sexual harassment in their work units and take immediate corrective action if they become aware of sexual harassment. Failure to do so may result in corrective or disciplinary action, up to and including termination.

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## Filing a Sexual Harassment Complaint

~~6.1:~~ All employees, volunteers, contractors, and other persons having business with ~~the~~ EWSHS have an important role in helping to maintain a work environment free from sexual harassment. To this end, all employees, volunteers, contractors, and other persons having business with ~~the~~ EWSHS, whether victims or bystanders, are encouraged to contact EWSHS' Human Resources Consultant regarding filing a complaint with the EWSHS Human Resources Consultant under this policy. Complaints may also be filed with the Washington State Human Rights Commission under RCW 49.60 or with the Federal Equal Employment Opportunity Commission under Title VII of the Civil Rights Act of 1964.

~~6.2:~~ ~~The~~ EWSHS will respond to all sexual harassment complaints. All employees, volunteers, and contractors are advised that ~~the~~ EWSHS is under a legal obligation to investigate alleged violations of this policy and take appropriate action.

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## Process When a Complaint is Filed

~~7.1:~~ Investigative procedures depend on the nature and the extent of sexual harassment and the context in which the alleged incidents occurred. Appropriate investigative procedures may include informal review or a formal investigation and will be conducted in a prompt and sensitive manner. All employees and volunteers are required to cooperate.

~~7.2:~~ Management shall inform the complainant of the completion of the investigation and whether their allegations were substantiated.

~~7.3:~~ All efforts will be made during an internal investigation process to maintain confidentiality to the extent possible. Once an investigation is completed, such confidentiality can no longer be guaranteed. Completed investigative reports may be subject to public dissemination in accordance with state and federal law.

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## Retaliation

~~8.1:~~—Retaliation against employees, volunteers, contractors or other persons having business with ~~the~~ EWSHS who report sexual harassment or who participate in an investigation will not be tolerated.

~~8.2:~~—Any employee, volunteer, or contractor found to have retaliated will be subject to corrective or disciplinary action, up to and including termination.

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## Compliance

~~9.1:~~—This policy applies to all EWSHS employees, contractors, and volunteers. The directives indicated ~~here~~ are ~~not optional~~ mandatory, and failure to follow them may lead to discipline, up to and including termination. In addition, these directives and goals will be used in annual evaluations for supervisors/managers as a specific competency required for satisfactory job performance. Supervisors/managers will be expected to explain how they worked to comply, achieve, and exceed the goals identified in this policy.

~~9.2:~~—The EWSHS Board of Trustees will review this policy once every ~~other~~ three years for changes and effectiveness. As part of that review, the following data and criteria will be used to determine the success of this policy:

- Training compliance data, including whether all employees have met their sexual harassment training requirements on an annual basis.
- The number of complaints filed and average number of days taken to complete intake, investigate (if necessary) and take appropriate action to resolve.

~~9.2.1:~~—By 2021, the total number of days it takes to intake, respond, investigate (if necessary) and take appropriate action on an employee complaint may not exceed, on average, 60 days unless there are extenuating circumstances.

~~9.2.2:~~—Every month for an entire year, a different executive leader will present at an employee town hall different aspects of the importance of this policy to leadership and in meeting our diversity, and equity and inclusion goals.

~~9.2.3:~~—Human resources staff will host a quarterly lunch and learn forum for employees to provide input and suggestions on this policy and the actions of leaders to create an environment free from discrimination, harassment and sexual harassment. This feedback will be considered as part of the annual review to determine the success of this policy and DOB's efforts.

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## Primary Roles and Responsibilities for Sexual Harassment within ~~the~~ EWSHS

Role	Responsibilities
<b>Employee/ Volunteer/ Contractor</b>	<p>All employees and volunteers shall take responsibility for creating and maintaining a work environment free of sexual harassment. Any employee or volunteer who believes they are being sexually harassed by another employee <del>of the EWSHS</del>, volunteer, or other person having business with <del>the</del> EWSHS, should immediately notify their supervisor. If the alleged harasser is their supervisor, the employee should notify their supervisor's supervisor.</p> <p>All employees must attend sexual harassment training within the first six months of employment and every five years thereafter.</p>
<b>Other Persons</b>	<p>Other persons having business with <del>the</del> EWSHS may report incidents of sexual harassment by an employee, volunteer, or contractor of <del>the</del> EWSHS to the <del>Executive Director</del> or his/her designee.</p>
<b>Supervisor/Manager</b>	<p><del>The</del> EWSHS supervisors and managers have an ongoing obligation to respond immediately to sexual harassment in the workplace. When they are informed of or receive a sexual harassment complaint, they will immediately assess the situation and they will report all allegations to the Executive Director. If appropriate, the supervisor or manager <u>and the EWSHS People and Culture Manager</u> <del>and the Executive Director</del> may resolve the situation quickly by talking to the parties involved. If they are unable to resolve the situation and further action is required, the <u>EWSHS People and Culture Manager</u> <del>Executive Director</del> will contact the agency's Department of Enterprise Services (DES) Human Resource (HR) Consultant to determine the appropriate response and investigative procedure.</p> <p>All supervisors must attend sexual harassment training within the first six months of employment and every three years thereafter.</p>
<b><del>Agency Deputy Director or Executive Director and DES HR Consultant</del></b>	<p>The <del>deputy director or</del> Executive Director <u>or designee</u> and the DES HR Consultant shall promptly decide on the next steps. The next steps will depend on the nature of the complaint and the context in which the alleged incidents occurred and may include a preliminary or a formal investigation.</p> <p>Every effort will be made to complete the investigation in a timely manner. Upon completion of the investigation, the findings will be shared with the Executive Director <del>or the deputy director</del>. If the finding is that sexual harassment occurred, corrective or disciplinary action will be taken up to and including termination.</p> <p>The DES HR Consultant will follow-up with the individual who filed the complaint once the investigation is complete.</p>

Policy No. HR-106

# Respectful Work Environment

**Applies to:** All employees, applicants, board members, volunteers, and contractors (hereinafter Stakeholders) of ~~the~~ Eastern Washington State Historical Society (EWSHS).

**References that apply to this policy:** Listed below are some, but not all, applicable governing requirements. Note: Laws and rules may change over time and such changes may take precedence over this policy.

- Title VII of the Civil Rights Act of 1964
- Chapter 49.60 RCW
- WA Executive Order 12-02

**Effective date:** Date

**History:** This policy updates HR-106, approved on September 2, 2020. is a new Board Policy. This Board Policy was adopted to comply with HR Directive 20-03.

**Approved by:** EWSHS Board of Trustees

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## Purpose

This policy sets forth the provisions for maintaining a respectful work environment at the EWSHS.

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## ~~Article II. Respect~~

### ~~Dignity and Civility at Work~~

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~~2.1~~ — ~~The~~ EWSHS believes that one of the tenets of inclusion is creating an work environment anchored to respect, dignity, and civility. This policy outlines ~~the~~ EWSHS's firm commitment to ensuring a positive, healthy, and professional work environment in which all people, irrespective of their position, are treated with respect, civility, and dignity.

~~2.2~~ — A truly respectful environment/workplace requires ~~the~~ cooperation and support from ~~each and every employee of the~~ all EWSHS Stakeholders. ~~Each person at EWSHS is~~ All employees are responsible to set a positive example and to behave in a manner that will not offend, embarrass, or humiliate others. Sometimes actions and behaviors, without intent, can offend others: There may be a gap

between intent and impact. In these situations, it is important that ~~Stakeholder~~employees own their behavior and work to build trust and respect in their EWSHS relationships ~~with other employees, volunteers, and the public.~~

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## ~~Article III~~

### ~~DEFINING RESPECTFUL BEHAVIOR~~Definitions

~~3.1~~ **Respectful behavior** includes, but is not limited to, the following:

- ~~3.1.1~~ Engaging others with an open, collaborative, and cooperative approach;
- ~~3.1.2~~ Valuing the diversity and the human rights of others regardless of their race, national or ethnic origin; color; religion; age; sex; sexual orientation, gender identity or expression; marital status; family status; veteran status; body shape/size; or any physical or mental disability;
- ~~3.1.3~~ Recognizing the dignity of a person through courteous conduct;
- ~~3.1.4~~ Committing to learn and develop an understanding of differing social and cultural norms;
- ~~3.1.5~~ Taking responsibility for one's actions, displaying humility with one's own mistakes and offering others grace and forgiveness for theirs;
- ~~3.1.6~~ Emphasizing positivity and commonality rather than opposition or ~~right and wrong negativity~~;
- ~~3.1.7~~ Finding ways to be constructive in providing feedback to others.

## ~~Article IV~~

### ~~DEFINING DISRESPECTFUL BEHAVIOR~~

~~4.1~~ **Disrespectful behavior** includes, but is not limited to, the following:

- ~~4.1.1~~ Offensive or inappropriate remarks, jokes, gestures, material (electronic or otherwise) or behavior;
- ~~4.1.2~~ Yelling;
- ~~4.1.3~~ Belittling;
- ~~4.1.4~~ Reprimanding in the presence of others;
- ~~4.1.5~~ Aggressive or patronizing behavior;
- ~~4.1.6~~ ~~Embarrassing or humiliating behavior~~Behavior that embarrasses or humiliates another;
- ~~4.1.7~~ Intimidation and/or coercion;
- ~~4.1.8~~ ~~Damaging gossip or rumors~~Gossiping or spreading rumors;
- ~~4.1.9~~ Bullying;
- ~~4.1.10~~ Inappropriate physical contact;
- ~~4.1.11~~ Covert behavior (inappropriately withholding information, undermining, underhandedness);

- ~~4.1.12~~ — Micro-aggressions;
- ~~4.1.13~~ — Discrimination;
- ~~4.1.14~~ — Harassment;
- ~~4.1.15~~ — Sexual harassment; ~~or~~
- ~~4.1.16~~ — Behavior that is inconsistent with creating a work environment anchored in respect, dignity, equity, civility, and inclusion.

~~4.2 — All employees, regardless of position, are required to read and comply with this policy. All employees are required to review this policy once a year. All employees must attend training on respect, civility, and dignity in the workplace within one year of date of hire or within one year of the effective date of this policy. All employees are expected to treat their coworkers with dignity, civility and respect. If an employee is unsure regarding their obligations under this policy, they should consult their supervisor. All employees are expected to speak up when they see disrespectful behavior, or to report it so it can be addressed. All employees are expected to take care of each other and create a safe space. All employees will commit to learning and growing through engagement and availing ourselves of workforce trainings on this and related topics.~~

## Article V

### SUPERVISOR AND MANAGER Responsibilities

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#### 5.1-

All employees and volunteers are required, regardless of position, to read and comply with this policy.

#### Employees are required to:

- All employees are required to review this policy once a year.
- All employees must attend employer-provided training on respect, civility, and dignity in the workplace within one year of date of hire or within one year of the effective date of this policy.
- All employees will commit to learning and growing through engagement and availing themselves of workforce trainings on this and related topics.

#### Stakeholders are expected to:

- All employees are expected to treat their coworkers Accord others with dignity, civility and respect. If a Stakeholder employee is unsure regarding their obligations under this policy, they should consult their supervisor or a member of EWSHS management.
- All employees are expected to speak up when they see disrespectful behavior, or to report it so it can be addressed.
- All employees are expected to take care of each other and create a safe space.

All employees will commit to learning and growing through engagement and availing ourselves of workforce trainings on this and related topics.

All employees are required to review this policy once a year.



~~All employees will commit to learning and growing through engagement and availing themselves of workforce trainings on this and related topics.~~

~~All employees must attend training on respect, civility, and dignity in the workplace within one year of date of hire.~~

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~~All employees and volunteers are required to read and comply with this policy.~~

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~~All Stakeholders are expected to accord others with dignity, civility and respect. If a Stakeholder is unsure regarding their obligations under this policy, they should consult their supervisor or a member of EWSHS management.~~

~~All Stakeholders are expected to speak up when they see disrespectful behavior, or to report it so it can be addressed.~~

~~All Stakeholders are expected to take care of each other and create a safe space.~~

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~~In addition to the above, all sSupervisors, managers and leaders~~ at the EWSHS are responsible to:

- ~~5.1.1~~ Advise employees on how to uphold the values described in this policy and support their efforts to learn. If as a manager, supervisor or leader, you need assistance, contact human resources.
- ~~5.1.2~~ Lead by example. Create and maintain a workplace that demonstrates respect and professionalism.
- ~~5.1.3~~ Listen to employees when issues are raised. Do not condone or ignore violations of this policy or give employees the impression that you are.
- ~~5.1.4~~ Address behaviors and incidents that violate this policy quickly and at the lowest appropriate level.

Executive leaders, including deputies and department heads, shall:

- ~~Jointly review this policy every three years in order to determine the success of this policy in alignment with measurable objectives developed by the DEI steering committee and agency leadership;~~
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- In cooperation with the EWSHS Diversity, Equity, and Inclusion steering committee and Human Resources:
  - Develop and put in place measurable objectives;
  - Establish a purposeful, cyclical review process in order to measure progress.

~~5.2~~ The EWSHS Board of Trustees will review this policy ~~annually~~ every three years. As part of the review, the following data and criteria will be used to determine the success of this policy, in addition to any criteria identified by Executive leadership during the course of their review:

- ~~5.2.1~~ In the annual State Employee Engagement Survey, ~~by 2023,~~ 90% of our responding employees will respond positively to the question, "A spirit of cooperation and teamwork exists in my work group."

- ~~5.2.2 — By 2021, i~~n the engagement survey, 80% of our responding employees will respond positively to the question, “My supervisor treats me with dignity and respect.”
- ~~5.2.3 — As training becomes available, all employees will be encouraged to learn and implement respect, civility and dignity in the workplace.~~
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## ~~Article VI~~ COMPLIANCE

~~6.1~~ — The directives indicated here are mandatory, and failure to follow them may lead to disciplinary action, up to and including termination.

~~6.2~~ — These directives and the goals are regarded as a specific competency requirement in annual evaluations of job performance of Supervisors/Managers.

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~~6.3~~ — Supervisors/Managers will be required to explain how the goals identified in this policy have been achieved or exceeded.

~~6.4~~ — Complaints associated with this policy ~~will should~~ be processed in accordance with the procedures set forth by ~~EWSHS Human Resources~~ in consultation with DES Human Resources. EWSHS will take appropriate and swift action to address any alleged violation of this policy. Any employee who initiates or participates in retaliation against individuals making a complaint pursuant to this policy will be subject to disciplinary action, up to and including termination.

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<b>Staff Cooperation</b>	Managers, supervisors, employees, volunteers, and contractors are required to cooperate in all phases of an investigation. It is also an expectation that staff in the work area where the incident occurred and others involved in the investigation will cooperate to minimize disruption and stress in the work unit by refraining from unnecessary dissemination of information and speculation regarding the alleged acts or investigation. After completion of the investigation and any necessary personnel action, management may provide follow up information to affected individuals, witnesses, staff or the work unit where appropriate.
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# MAC MAC Report



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# **Governance Committee Report**

# Chris Wood

Vice President of Operations, Skywalker Holdings

Chris Wood brings a wealth of experience across engineering, operations, and entrepreneurship. As Vice President of Operations at Skywalker Holdings, he leads the production of innovative fiber-reinforced polymer facade panels for the Lucas Museum of Narrative Art. His career spans over 30 years, including roles as President of Ten X Strategies, Adjunct Professor at Gonzaga University, and Board Member at Hanson Worldwide, Sparling Instruments, and Bay Shore Systems. He earned his BS in Mechanical Engineering Technology from Oregon Institute of Technology.

Beyond his professional endeavors, Chris is passionate about fostering innovation and entrepreneurship. He has served as an entrepreneur-in-residence for Startup Spokane, providing coaching and mentorship to aspiring startups. His commitment to education extends to guest lecturing and judging at universities including Washington State University, the University of Idaho, and Gonzaga University. In his personal time, Chris enjoys time with his family and engaging in outdoor activities.

# Leona Stanger

Spokane Tribe Preservation Program Assistant, Spokane Tribe of Indians

Leona Stanger serves as the Administrative Assistant for the Spokane Tribe Preservation Program, a role she has held since 1995. Over her tenure, she has contributed to various positions, including Archaeological Technician, Crew Supervisor, Ethnographic Assistant, Collections Technician, and Geographic Information Systems (GIS) support. Her dedication underscores the program's mission to preserve and share the tribe's cultural heritage.

Leona is passionate about the Preservation Program's role in educating both the young and the elderly. She emphasizes the importance of artifacts, oral histories, and photographs in connecting community members to their land, language, and ancestral stories. In her personal time, Leona enjoys beading, sewing, attending powwows, and participating in traditional stick games.



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# Development Committee Report





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# Foundation Report



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**Adjourn**

**Next Board Meeting:**

Wednesday, November 5, 2025

3:00 PM – 5:00 PM