

**CONSENT  
DECEMBER 15, 2021**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	AUDIT – COMMITTEE APPOINTMENT – STEVE SKAGGS	Action Item
2	BAHR – BOISE STATE UNIVERSITY – AIXTRON METAL ORGANIC VAPOR PHASE EPITAXY SYSTEM	Action Item
3	BAHR – BOISE STATE UNIVERSITY – CERTIFICATE IN CONTENT PRODUCTION - ONLINE PROGRAM FEE	Action Item
4	BAHR – BOISE STATE UNIVERSITY – CERTIFICATE IN CREATIVE INFLUENCE - ONLINE PROGRAM FEE	Action Item
5	BAHR – BOISE STATE UNIVERSITY – CERTIFICATE IN DIGITAL INNOVATION AND DESIGN - ONLINE PROGRAM FEE	Action Item
6	BAHR – BOISE STATE UNIVERSITY – CERTIFICATE IN USER EXPERIENCE DESIGN - ONLINE PROGRAM FEE	Action Item
7	IRSA – HIGHER EDUCATION RESEARCH COUNCIL APPOINTMENT	Action Item
8	PPGA – DATA MANAGEMENT COUNCIL APPOINTMENTS	Action Item
9	PPGA – LEWIS-CLARK STATE COLLEGE – FACILITIES NAMING	Action Item

**CONSENT  
DECEMBER 15, 2021**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
10	PPGA – UNIVERSITY OF IDAHO – FACILITIES NAMING	Action Item
11	PPGA – IDAHO STATE UNIVERSITY – FACILITIES NAMING	Action Item
12	SDE – PROFESSIONAL STANDARDS COMMISSION - EMERGENCY PROVINCIAL CERTIFICATES	Action Item
13	SDE – IDAHO STATE UNIVERSITY – NEW EDUCATOR PREPARATION PROGRAM	Action Item

**BOARD ACTION**

I move to approve the consent agenda.

**CONSENT**  
**DECEMBER 15, 2021**

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**SUBJECT**

Appointment of Steve Skaggs to the Audit Committee

**REFERENCE**

February 2018      Board appointed Joanna Hale to the Audit Committee as a non-Board member

**APPLICABLE STATUTE, RULE, OR POLICY**

Governing Policies and Procedures V.H.  
Board Bylaws I.F.4.b.

**BACKGROUND/DISCUSSION**

Board Bylaws provide that the Audit Committee members shall be appointed by the Board and that the Committee shall consist of five or more members. Three members of the Committee shall be current Board members and at least two members shall be independent, non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. Members may be reappointed. Steve Skaggs, the Chief Audit Officer for the St. Luke's Health System, has been recommended as an additional appointment to the Audit Committee. Mr. Skaggs' bio is provided at Attachment 1.

**IMPACT**

Mr. Skaggs is well-qualified to serve as a non-Board member of the Audit Committee and should be an excellent addition to the team. The Audit Committee reviewed the candidate's credentials, met with the candidate, and confirmed that he will meet the requirements established for Committee members within Board bylaws, including:

*No employee of an institution or agency under the governance of the Board shall serve on the Audit Committee. Each Audit Committee member shall be independent, free from any relationship that would interfere with the exercise of her or his independent judgment. Audit Committee members shall not be compensated for their service on the committee, and shall not have a financial interest in, or any other conflict of interest with, any entity doing business with the Board, or any institution or agency under the governance of the Board.*

The Audit Committee members voted unanimously to recommend Mr. Skaggs' appointment to the Committee.

**ATTACHMENTS**

Attachment 1 – Steve Skaggs' Bio

**STAFF COMMENTS AND RECOMMENDATIONS**

Mr. Skaggs would join the following individuals who serve on the Audit Committee:  
Bill Gilbert, Audit Committee Chair, Member of the Board

**CONSENT**  
**DECEMBER 15, 2021**

---

Kurt Liebich, President of the Board and IRSA Chair  
Dave Hill, Vice-President of the Board and BAHR Chair  
Johanna Hale, Non-Board Member  
Stephen Speidel, Non-Board Member

Staff recommends the appointment of Mr. Skaggs as a Non-Board member of the Audit Committee.

**BOARD ACTION**

I move to appoint Steve Skaggs as a non-Board member of the Audit Committee for a three (3) year term commencing December 15, 2021.

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

**Steve Skaggs, CPA**

October 2021

**Employment**

2011 - Present.....Chief Audit Officer – St. Luke’s Health System

2008 - 2011.....Client Service Director – Resources Global Professionals (global consulting organization)

1982 - 2006....Deloitte – Partner, 1997-2006 (Managing Partner, 2005-2006)

**Professional Trade Organizations**

Institute of Internal Auditors

Idaho Society of CPA’s

American Institute of CPA’s

**Community Activities**

*Idaho State University College of Business Leadership Board.....1995-Present, Chair (2018-present)*

*Idaho State University Foundation.....2018-Present, Investment Committee chair (2019-present)*

*Boise Schools Education Foundation.....2008-2017 Board of Directors, Vice President (2011-2017)*

*Treasure Valley YMCA.....1999-2010 Board of Directors, Chairman of Board (2007-2008)*

*Treasure Valley YMCA.....2017-Present, Endowment Committee member*

*Hillcrest Country Club.....2003-2006 Board of Directors, President (2005)*

*Blueprint Boise.....2008-2009 Member – City of Boise’s Committee of Champions*

*FUNDSY.....1994-2000 Board of Directors*

*Healthcare Financial Management Association-Idaho Chapter...1992-1996 Board of Directors, President (1996)*

**Personal/Education**

Married (Pam-36 years) with three children, Katelyn, Mitchell, and Madeline

Graduate of Idaho State University – 1982.....BBA Accounting; 4-year member of Golf team

**Contact Information**

Mailing Address...Business - St Luke’s Health System

Email Address....Business - [Skaggss@slhs.org](mailto:Skaggss@slhs.org)....Personal - [stevejskaggs@aol.com](mailto:stevejskaggs@aol.com)

Phone....Business - 208.493.0586....Mobile - 208.761.1919

**CONSENT**  
**DECEMBER 15, 2021**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Purchase of Aixtron Metal Organic Vapor Phase Epitaxy system

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU), in partnership with the NextFlex Manufacturing USA Institute, were recently awarded \$3.5 million from Air Force Research Labs (AFRL) to enable research in emerging semiconductor materials of interest to the Defense Department's microelectronics industry. The program aims to enable the fundamental science necessary to expedite manufacturing, maintenance, and repair of sensors and systems critical to ensuring global persistent awareness, resilient information sharing, and the speed and reach of U.S. Air Force disruption and lethality. A major portion of the grant will fund new capital equipment at Boise State University, including an Aixtron Metal Organic Vapor Phase Epitaxy system which will be housed in the newly constructed Micron Center for Materials Research. This Aixtron system is capable of wafer scale growth of emerging semiconductor materials, some of which are one atom thick. It is also capable of growing more traditional semiconductor films and will support the region's workforce development efforts in microelectronics. This unique resource is complemented by other funds in the grant to procure capital equipment needed to characterize the electrical and optical performance of emerging semiconductor films in order to design sensors of interest for AFRL.

**IMPACT**

The Aixtron system at Boise State University is expected to be the only such system at a university in the United States, and 1 of 4 in the world at a university. Such unique investments position Boise State University to collaborate with industry, academic, and government leaders in the microelectronics field, and pursue competitive federal funding to help retain Idaho's global leadership position in semiconductors.

The overall research program is designed to support graduate students and research staff in translating the fundamental science of emerging semiconductor films to practical applications for the Air Force. The objectives of the program are directly aligned to the goals of the CHIPS for America Act, recently passed in Congress, which recognizes continued investment in research and radically new semiconductor manufacturing methods to be strategically important to our economy and national security.

**ATTACHMENTS**

Attachment 1 – Proposed Contract

**CONSENT**  
**DECEMBER 15, 2021**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Boise State has received funding for the purchase of this distinctive equipment designed to enhance its role in microelectronics. The purchase will not require use of other Boise State resources and will support further grant opportunities for the University. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to authorize the purchase of an Aixtron Metal Organic Vapor Phase Epitaxy system as well as associated equipment and infrastructure, for a total of \$1,300,000. The equipment will be purchased with grant funding as part of a partnership with the NextFlex Office of Secretary of Defense Manufacturing USA Institute.

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

Agreed deviations to Boise State University Standard Contract Terms and Conditions – April 2016, with respect of Boise State University's Purchase Order for AIXTRON's MOCVD equipment, a CCS 3x2".

1. Contrary to the provisions in Section 5, parties agree that INCO terms 2020 will apply;
2. Contrary to the provisions in Section 6, parties agree that INCO terms 2020 will apply and shipping terms will be CIP Destination;
3. Contrary to the provisions in Section 7, parties agree that Installation and Acceptance description will be taken from the Quotation's Terms and Conditions;
4. In complement to Section 10, parties agree upon following payment steps as described in Quotation.

Payment shall be subject to grant award and fully executed grant agreement with project sponsor.

50% of the purchase price upon acceptance by the Seller of the Purchaser's order, payable upon the presentation of the Seller's order acknowledgement and invoice. Payments received later than 30 days from date of invoice will incur an interest and administration charge of 1% per month.

40% of the purchase price, payable against presentation of the invoice and Factory Acceptance Test Certificate, from Purchaser's acceptance of the equipment at the manufacturer's facilities in Swavesey, UK.

10% of the purchase price, upon presentation of the invoice and Final Acceptance Certificate, from Purchaser's Final Acceptance of the equipment.

If any additional costs occur for which Purchaser is required to reimburse Seller, Purchaser will be invoiced separately, and the payment is due with presentation of invoice."

5. In complement to Section 15, "Contractor shall not be liable for any indirect, incidental, consequential, punitive or special damages or loss of profits, even if it has been advised of the possibility of such damages. Without limiting the foregoing sentence the total liability of Contractor shall be limited to the total amount of payments received by the University under this agreement prior to the first incident giving rise to a claim against Contractor hereunder.";
6. Section 19 will be N/A;
7. Contrary to the provisions in Section 7, parties agree that the mitigation period is changed to 90 days
8. Aixtron hereby certifies that it is not currently engaged in, and will not for the duration of the Agreement, as amended from time to time, engage in, a boycott of goods or services from Israel or territories under its control

On: .....

On: .....

For AIXTRON

For BOISE STATE UNIVERSITY

.....  
Dimitri Ganser  
Director of Sales

.....  
Mark Heil  
Vice President and CFO



1. **Authority for Purchases:** Purchases by Boise State University are governed by Idaho Code Section 67-5728 "Procuring and Purchasing by State Institution of Higher Education" and by Boise State University Policy #6130 (Purchasing).
2. **Definitions:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or Idaho Administrative Procedures Act Rules ("IDAPA") 38.05.01.011. For purposes of this Agreement, the following terms shall be defined as follows:
  - Agreement:** Any University-written contract, lease, purchase order, including Solicitation or specification documents and the accepted portions of the Bid or Proposal or other submission for the acquisition of Property. An Agreement shall also include any amendments or subsequent agreement entered into and mutually agreed upon by both parties in writing.
  - Bid:** A written offer that is binding on the Contractor to perform an Agreement to purchase or supply Property in response to a Solicitation. For purposes of this Agreement, the Bid shall include written questions and responses conducted as part of the solicitation process.
  - Contractor:** A vendor or service provider to which the University has awarded an Agreement.
  - Property:** Goods, services, parts, supplies, and/or equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property.
  - Proposal:** A written response, including pricing information, to a Solicitation that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Solicitation. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for the Agreement award. For purposes of this Agreement, the Proposal shall include written questions and responses conducted as part of the solicitation process.
  - Quote / Quotation:** An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.
  - Solicitation:** An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the University for the purpose of soliciting Bids, Proposals, or Quotes to perform an Agreement.
  - University:** Boise State University, an Idaho state institution of higher education.
3. **Relationship:** The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. It is distinctly and particularly understood and agreed between the parties hereto that the University is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the University harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workers' compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workers' compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workers' compensation insurance may, at the University's option, result in cancellation of this Agreement or in a contract price adjustment to cover the University's cost of providing any necessary workers' compensation insurance. The Contractor must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The University does not assume liability as an employer.
4. **Notices:** All notices and other communications are to be in writing, addressed to the other party at the address set forth herein (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Such notices may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States mail, postage prepaid for certified or registered mail, with return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with oral confirmation and the date of notice being the date of the fax, (iv) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by delivery service.

For notice to the University, the address and facsimile number are:

Boise State University Purchasing Department  
1910 University Drive  
Boise, Idaho 83725-1210  
FAX: 208-426-1152  
Phone: 208-426-1283

For notice to the Contractor, the address or facsimile number shall be that which is included in the Contractor's Quote, Bid or Proposal.
5. **Prices:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the University in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery F.O.B. Destination, if domestic shipment; or DDP Destination (Incoterms 2010), if international shipment. If installation and/or training is required by the University or specified in the University's solicitation documents, pricing shall include all charges associated with a

complete installation and/or training at the location specified.

6. **Shipping and Delivery:** All orders will be shipped directly to the University at the location specified by the Agreement, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. "F.O.B. Destination." unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the University Receiving Dock or Store Door Delivery Point. The Contractor shall deliver all orders and complete installation and/or training, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by the Contractor. Unless otherwise agreed, international orders will be shipped DDP Destination Incoterms 2010.
7. **Installation and Acceptance:** When the purchase price does not include installation and/or training, unless otherwise stated in the Solicitation or Agreement, acceptance shall occur fourteen (14) calendar days after delivery; unless the University has notified the Contractor in writing that the order does not meet the University's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. When installation and/or training is included, acceptance shall occur fourteen (14) calendar days after completion of installation and/or training; unless the University has notified the Contractor in writing that the order does not meet the University's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the University has notified the Contractor in writing that the order does not meet the University's requirements or otherwise fails to pass the Contractor's established test procedures or programs.
8. **Risk of Loss:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until delivered to the University Receiving Dock or Store Door Delivery Point when responsibility will pass to the University except as to latent defects, fraud, and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.
9. **Taxes:** The University is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The University is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the University, Contractor shall be solely and absolutely responsible for the payment of those taxes.
10. **Method of Payment:** The University payment terms are NET 30. Payment for work under this Agreement will be initiated upon submission of a request for payment directly to:  
 Boise State University  
 Accounts Payable  
 1910 University Dr.  
 Boise, Idaho 83725-1248  
 The purchase order number must be noted on all requests for payment. By signing this Agreement, and by submitting a request for payment to Boise State University, the Contractor certifies that (i) the amount for which payment is requested is correct, just, and proper; (ii) the amount claimed is legally due to the Contractor; (iii) no part of the amount for which payment is requested has been paid; (iv) the request for payment is only for performance in accordance with the terms and conditions of the parties' agreement; (v) the request for payment is made in good faith, and (vi) the documentation supporting this request for payment is accurate and complete to the best of the Contractor's knowledge and belief.
11. **Purchase Order Numbers:** The Contractor shall clearly show the University's purchase order numbers on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
12. **Contractor Responsibility:** The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
13. **Conforming Property:** The Property shall conform in all respects with the specifications or the University's Solicitation. In the event of non-conformity, and without limiting any other remedy available to the University, the University shall have no financial obligation in regard to the non-conforming goods or services.
14. **Insurance Requirements:** Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement insurance of the types and with the limitations indicated on the attached document entitled Certificate of Insurance Requirements, unless this requirement is waived in writing by the University prior to execution of this Agreement. Prior to the commencement of the term of this contract, the Contractor shall deliver or fax to the University the completed certificate(s) of insurance.
15. **Indemnification/Save Harmless:** Contractor shall defend, indemnify and hold harmless the University, the Idaho State Board of Education, the State of Idaho, and all of their employees, agents, and representatives from and against any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of Contractor, its employees, agents, or subcontractors (the "Contractor Parties") under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor Parties shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the University. Any purported cap or other limitations or exclusions of liability on the part of Contractor Parties shall not apply to damages or liabilities arising from (i) personal injury, death or damage to real or tangible personal property caused by Contractor's or Contractor Parties' negligent acts or omissions or willful misconduct in performing its obligations under the Agreement or (ii) the grossly negligent acts or omissions or willful misconduct of Contractor Parties in performing its obligations under the Agreement.
16. **Limit of University's Liability:** Notwithstanding anything to the contrary contained in this Agreement or in any other Agreement or writing between the Parties related hereto, nothing shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Specifically, the University's liability is at all times subject to the limits of liability contained in the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive (the "Idaho Tort Claims Act").

Any obligation on behalf of the University to provide indemnification or hold harmless any other party is at all times subject to the maximum extent permitted by Idaho law, including Idaho Code Section 59-1016, and the limitations of liability contained in the Idaho Tort Claims Act. Furthermore, the University shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees.

17. **Work for Hire:** Contractor hereby assigns to University or University's designee, for no additional consideration, all of Contractor's rights, including copyrights, in all deliverables and other works prepared by Contractor under this Agreement. Contractor shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that University reasonably requests to establish and perfect the rights assigned to University or its designee under this provision. University hereby grants to Contractor a nonexclusive royalty-free license to use the same rights solely for academic purposes. Such license shall not be assignable or sub licensable.
18. **Commodity Status:** It is understood and agreed that any item offered or shipped shall be new and in first-class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the University in the specifications. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain new or minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the University as their first customer and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new-item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or vendor warranty, whichever is longer.
19. **Termination for Convenience:** Unless otherwise specified in the Solicitation or Agreement between the parties, the University may cancel this Agreement upon thirty (30) days' advance written notice.
20. **Termination for Default:** The University may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, Contractor will be responsible for any costs resulting from the University's placement of a new contract and any damages incurred by the University. The University, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. Failure by the University to take such action shall not be deemed a waiver of any right or remedy the University otherwise has under this Agreement or applicable law.
21. **Force Majeure:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the University promptly in writing of any cause for delay and the University concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.
22. **Compliance with Law, Licensing and Certifications:** Contractor shall comply with all requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by the Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.
23. **Confidential Information:** Pursuant to this Agreement, Contractor may collect, or the University may disclose to Contractor, financial, personnel or other information that the University regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the University. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by Contractor to the University to any third party, except with the University's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the University. The University may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the University upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:
  - Is or was in the possession of Contractor before being furnished by the University, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with, or other obligation of secrecy to, the University;
  - Becomes generally available to the public other than as a result of action or omission by Contractor; or
  - Becomes available to Contractor on a non-confidential basis from a source other than the University, provided that such source is not known by Contractor to be subject to a confidentiality agreement with, or other obligation of secrecy to, the University.
24. **Patents and Copyright Indemnity:**
  - Contractor shall indemnify and hold harmless the University, the Idaho State Board of Education, the State of Idaho, and all of their employees, agents, and representatives (the "University Parties") and shall defend at its own expense any action brought against the University Parties based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the University of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and the University may select at its own expense advisory counsel; and (iii) that the University shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

- Contractor shall have no liability to the University under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.
  - Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the University the right to continue using the Property, replace or modify the Property so that it becomes non-infringing, or grant the University a full refund for the purchase price of the Property and accept its return.
25. **Public Records:** Pursuant to Idaho's Public Records Act, Title 74, Chapter 1, Idaho Code, as may be amended from time to time (the "Public Records Law") information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. If the Contractor believes information provided to the University is exempt from disclosure under the Public Records Law, the Contractor shall clearly designate individual documents or portions thereof as "exempt" and shall indicate the proposed basis for such exemption. The University will not accept the marking of an entire document as exempt. In addition, the University will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The University does not warrant or otherwise promise that information marked as such will in fact be exempt under the Public Records Law. The Contractor shall indemnify and defend the University Parties against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.
26. **Anti-Discrimination Clause:** The Contractor hereby agrees to be bound by the terms and conditions of Section 504 of the Rehabilitation Act of 1974 and to the applicable provisions and requirements of the Americans with Disabilities Act of 1990, as may be amended or modified from time to time, and as such provisions are applicable to the University. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. If applicable, the Contractor must include this provision in every subcontract relating to this Agreement. Specifically, Contractor hereby agrees to use good faith efforts to ensure that the Property is fully accessible for individuals with disabilities and enables the University to fully comply with all applicable requirements of the aforementioned laws, regulations, and requirements. In the event the Property fails to meet the requirements of this section, the University shall provide written notice to Contractor detailing requirements to bring the Property into compliance. If Contractor fails to correct the deficiency and enable the University to fully comply with the laws, regulations and requirements set forth herein as detailed in such notice, within thirty (30) days of receiving such notice, the University may elect to terminate this contract without further notice and without penalty. In the event the University terminates the Agreement under this Section, Contractor agrees to compensate the University for any and all costs associated with securing replacement Property that fully complies with the requirements set forth herein, payable upon receipt of an invoice from the University detailing such costs.
27. **Equal Employment Opportunity Clause:** Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. Specifically, the Contractor and any Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a) where applicable. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
28. **Restrictions and Warranties – Illegal Aliens:** The Contractor acknowledges that this Agreement is subject to Executive Order 2006-40 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009-10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009-10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States within the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States within the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States within the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of this Agreement.
29. **Nonresident Aliens:** If the contractor is a nonresident alien individual, partnership or corporation, the contractor or his/her representative expressly covenants and agrees to cooperate fully with University's staff to provide necessary documentation to determine proper withholding, if any, of U.S. taxes from payment to contractor, including without limitation for maintenance or warranty work, in accordance with Internal Revenue Code and the Federal Regulations promulgated there under. Nonresident alien contractors are subject to 30% tax withholding.
30. **Subcontracting:** Unless otherwise allowed by the University in this Agreement, the Contractor shall not, without written approval from the University, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the

University of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the University shall not in any way relieve the Contractor of any responsibility under this Agreement. The Contractor shall be and remain liable for all damages to the University caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its subcontractor.

31. **Assignment:** Contractor shall not assign any of its obligations under this Agreement without the advance written consent of the University. Any unauthorized assignment shall be void. The University shall have the right, but not the obligation, to terminate this Agreement without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this Agreement.
32. **Use of the University's Name:** Contractor shall not, prior to, in the course of, or after performance under this Agreement, use University's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the University.
33. **Appropriation by Legislature Required:** The University is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue such payments, or requires any return or "give-back" of funds required for the University to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor.
34. **Official, Agent and Employees of University Not Personally Liable:** In no event shall any official, officer, employee or agent of the University be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.
35. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. Federal grants and contracts shall also comply with the provisions of OMB Circular A-21(j) 32.
36. **Entire Agreement; Severability:** This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement constitutes the full, complete, and entire Agreement between the parties, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
37. **No Other Terms:** Where terms and conditions specified in the Contractor's response or other writing differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. The University hereby specifically objects to and rejects any terms and conditions that are in conflict with these terms and conditions. In the event University honors one or more terms in Contractor's purchase order or other writing that conflict with this Agreement, such action does not constitute University's acceptance of any other terms in such writing or purchase order. In the event of any conflict between these standard terms and conditions and any special terms and conditions, these standard terms and conditions will govern. Any reference to terms and conditions other than these Boise State University Standard Contract Terms and Conditions in any subsequent invoice, purchase order, or other writing, shall be void.
38. **Interpretation and Priority of Documents:** The Agreement consists of and precedence is established by the order of the following documents:
  - (1) The Purchase Order;
  - (2) The Boise State University Standard Contract Terms and Conditions;
  - (3) The Solicitation; and
  - (4) The Contractor's Quote, Bid or Proposal, as accepted by the University.

The Solicitation and the Contractor's Quote, Bid or Proposal as accepted by the University are incorporated into the Agreement and made part hereof by this reference. The parties intend to include all items necessary for proper completion of the Agreement's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency (for example, the Purchase Order shall supersede the Boise State University Standard Contract Terms and Conditions). Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Quote, Bid or Proposal differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Quote, Bid or Proposal supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the University in writing.

39. **Non-Waiver:** The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
40. **Attorney Fees:** In the event that any action, suit, or other legal administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party in addition to other available remedies, provided, however, the University's liability is limited to the extent permitted by law and that which is identified in the Idaho Tort Claims Act.
41. **Modification/Amendment:** No modification or amendment to this Agreement shall be valid unless it is made in writing signed by the authorized representatives of the parties.
42. **Counterparts:** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## Boise State University

**Sponsored Projects Supplemental Terms and Conditions**

AS APPLICABLE, these Sponsored Projects Supplemental Terms and Conditions (the “Supplemental Terms”) are incorporated into the attached contract or purchase order (the “Agreement”) as if fully set forth therein. To the extent any provisions of the Agreement conflict with any provisions of these Supplemental Terms, the provisions of these Supplemental Terms will apply. References to this Agreement include the foregoing Agreement and these Supplemental Terms. All provisions of the Agreement that anticipate performance after the termination of the Agreement and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Agreement.

☒ **If this checkbox is selected, Contractor must comply with the following applicable terms and conditions from Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200:**

1. If the total cost for goods and/or services, of this Agreement is more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and Contractor violates or breaches the terms of the Agreement, BSU may pursue against Contractor any and all applicable administrative, contractual, legal, and/or equitable remedies. These remedies are in addition to those set forth in the Boise State University Standard Contract Terms and Conditions.
2. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, Contractor must comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
3. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When applicable (including, without limitation, construction contracts in excess of \$2,000), Contractor must comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor shall pay wages to its laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and for compliance reasons, Contractor shall promptly provide certified payroll records to BSU upon its request. Contractor may request a copy of the prevailing wages from BSU. In addition, Contractor must pay its laborers and mechanics not less than once a week. Further, Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Copeland Act provides that each contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give

up any part of the compensation to which he or she is otherwise entitled. Contractor shall promptly notify BSU of all suspected and/or actual violations because BSU is required to report them to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable (including, without limitation, a contract in excess of \$100,000 involving the employment of mechanics or laborers), Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. Rights to Inventions Made Under a Contract or Agreement. If Contractor is a “small business firm” or “nonprofit organization” as defined in 37 CFR 401.2 as amended from time to time, this Agreement is subject to the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency; *provided*, Contractor hereby grants to BSU a nonexclusive, nontransferable, irrevocable, fully paid-up license to practice or have practiced for or on behalf of the United States or BSU any of Contractor’s “subject inventions” as defined by 37 CFR 401.14(a)(2) as amended from time to time. Upon BSU’s written request or upon termination of this Agreement for any reason, Contractor shall promptly provide BSU a written license to the subject inventions as set forth herein.
6. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If the total cost for goods and/or services of this Agreement is more than \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall promptly notify BSU of all suspected and/or actual violations because BSU is required to report them to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. Debarment and Suspension (Executive Orders 12549 and 12689). Contractor shall not issue a contract award (see 2 CFR 180.220) to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By entering into this Agreement, the Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  
9. Pursuant to 2 CFR 200.322, Procurement of recovered materials, if Contractor is a state agency or agency of a political subdivision of a state, it shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (i) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (ii) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (iii) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
  
10. If BSU provides Contractor advance written consent to subcontract a portion of the work described in the SOW, Contractor shall flow down all of the above clauses that are applicable to Contractor's subcontractor.

**Depending on Contract and Grant funding, additional flow down terms to be included here.**

**Example:**

If this checkbox is selected, Contractor must comply with the most recent "Research Terms and Conditions" and "Agency Specific Requirements," including but not limited to, all hyperlinked documents therein, that are applicable to "Contractors" (not "Subrecipients") and identified on the National Science Foundation's ("NSF") Research Terms and Conditions web page, which is available at <https://www.nsf.gov/awards/managing/rtc.jsp>. For purposes of this clause, "Contractor" and "Subrecipient" are defined in 2 CFR § 200.23 and 2 CFR § 200.93, respectively. To assist Contractor in determining which terms and conditions are applicable, University is using funding from the following federal sponsors for this Agreement:

If this checkbox is selected, University's prime award is classified as a "Cooperative Agreement" from NSF. Therefore, Contractor must comply with the most recent "Cooperative Agreement Financial & Administrative Conditions," including but not limited to, all hyperlinked documents therein, that are applicable to "Contractors" (not "Subrecipients") and identified on NSF's Cooperative Agreement Conditions web page, which is available at [https://www.nsf.gov/awards/managing/co-op\\_conditions.jsp](https://www.nsf.gov/awards/managing/co-op_conditions.jsp). For purposes of this clause, "Contractor" and "Subrecipient" are defined in 2 CFR § 200.23 and 2 CFR § 200.93, respectively.





## Quotation

Reference: 500085885  
 Date: 1<sup>st</sup> November 2021  
 Validity: 6 weeks from issuing date

Customer: Boise State University  
 Region: Micron School of Materials Science  
 and Engineering  
 2153 Environmental Research  
 1910 University Drive  
 Boise ID 83725-2090

AIXTRON Ltd.  
 Buckingham Business Park  
 Swavesey, Cambridge  
 CB24 4FQ  
 Tel: +44(0) 1223 5 19444  
 Fax: +44(0) 1223 5 19888  
 E-mail: [mail@aixtron.com](mailto:mail@aixtron.com)  
[www.aixtron.com](http://www.aixtron.com)

System type: CCS MOVPE System  
 Capacity: **3x2"**  
 Market Application: 2D Materials

AIXTRON, Inc.  
 1700 Wyatt Dr, Suite 14-15  
 Santa Clara, CA 95054  
 USA

### Summary pricing:

Item	Description	Currency	List price
1.	CCS MOVPE system	US\$	included
2.	Computer control system		included
3.	Gas handling system	US\$	included
4.	Process control	US\$	included
5.	Gas purification	US\$	included
6.	Peripheral systems	US\$	included
7.	Extensions	US\$	included
8.	Process start up and qualification		included
9.	Seminar	US\$	included
	Total system price (items 1-9)	US\$	XXX.-
	Total collaboration discounted Price (items 1-9)	US\$	1,300,000.-
	39.087% discount applied – one-off unique discount to Boise State University in respect to the collaboration on special emerging 2D material applications		
10.	System Options (not included in total system)	US\$	XXX.-
11.	CIP Delivery	US\$	XXX.-

Delivery:  
 10 months based on quotation`s Sales Terms and Conditions.

Delivery terms:  
 CIP (Incoterms 2020) AIXTRON Ltd., Swavesey, UK exclusive of all taxes, import duties and packaging.  
 Installation and start up is only included if so specified. CIP price is indicative, final price will be invoiced on shipment.

To qualify for the **collaboration discounted price**, the customer is to provide AIXTRON with:

1. Development of a process recipes to grow 2D material heterostructures for non-volatile memory devices:
  - a. Devices such as: resistive, ferroelectric, phase change, magnetoresistive or spin transfer torque memory cells based on Graphene/hBN/TMDC heterostructure
  - b. Project should run for 3 years from date of final acceptance with support of at least one dedicated full time researcher
2. Sharing and access to all results, characterization and recipes from 2D materials and related devices made specifically from the collaborations with AIXTRON
3. Mention of AIXTRON in all public presentations and publications which use this machine

These items will be formalised with a collaboration agreement with Boise State University at time of purchase.



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Oliver Whear  
*Product Manager*  
*AIXTRON Ltd*



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Dr Andy Pakes  
*Product Manager*  
*AIXTRON Ltd*

For further information, please refer to Glossary CCS **3x2"** Revision 01  
Please direct all inquiries regarding this quote to Oliver Whear, [o.whear@aixtron.com](mailto:o.whear@aixtron.com).

## A. DESCRIPTION of CCS MOVPE System

## B. SALES TERMS AND CONDITIONS

AIXTRON general Terms and Conditions:

For general AIXTRON Sales Terms and Conditions please refer to following link: <https://www.aixtron.com/en/legal-information/>.

**The terms and conditions of this quotation supersede those of AIXTRON's Sales Terms and Conditions.**

Order acceptance is subject to the controls of the European Union (EU), including but not limited to, acts EG 881/2002 and EG 2580/2001.

Quotation Terms and Conditions:

Delivery: 10 months after issue of order acknowledgement provided that  
 - payments have been received in due time  
 - design review meeting documents have been signed latest within 6 week of order confirmation and no major technical changes to system design and layout have been requested during such design review meeting

Validity of quotation: see signature page of quotation

Terms of payment: 50% of the purchase price upon acceptance by **the Seller of the Purchaser's order, payable upon the presentation of the Seller's order acknowledgement and invoice. Payments received later than 30 days from date of invoice will incur an interest and administration charge of 1% per month.**

40% of the purchase price, payable against presentation of the Factory Acceptance Test Certificate, from Purchaser's acceptance of the equipment at the manufacturer's facilities in Swavesey, UK.

10% of the purchase price, upon delivery of the equipment to Purchaser, payable against presentation of the following documents:

- signed commercial invoice
- copy of airwaybill / FCR

**but latest 30 days after scheduled acceptance of the equipment at the manufacturer's facilities in Cambridge, UK,** against simple receipt, in case shipment cannot be performed due to reasons caused by the Purchaser.

If any additional costs occur for which Purchaser is required to reimburse Seller, Purchaser will be invoiced separately, and the payment is due with presentation of invoice.

Warranty: Failure of any parts, other than by customer error, will be replaced free of charge for a period of 12 months after the installation 2<sup>nd</sup> ATP, provided that AIXTRON is notified within the 12 month period.

Quartz and graphite parts, filters, heaters, O-rings, consumables and contaminated parts are excluded from the warranty.

If the installation is delayed by the customer by more than 60 days from the date of dispatch then the 12 months will be calculated from the end of the 60 day period.

Customer assistance is requested in fitting components when practical.

Directives: The equipment is designed and manufactured in compliance with the following EC directives:

Machinery Directive 2006/42/EC  
 Low Voltage Directive 2014/95/EU  
 Electromagnetic Compatibility Directive 2014/30/EU

Note:

CE compliancy and product liability of AIXTRON to Buyer expire in the case of:

- a) any alteration, addition, or attachment to or modification of the equipment by the Buyer or any other parties not authorized in writing in advance by the AIXTRON including use of parts not authorized by AIXTRON; or
- b) non-compliance of the operating conditions with environmental specifications provided by the AIXTRON relative to proper installation and operation of the equipment; or
- c) non-compliance of the operation conditions of the equipment with specifications provided by the AIXTRON relative to proper operation

#### Installation and commissioning:

The customer is responsible for the unpacking and siting of the equipment purchased, and the provision of services in accordance with the AIXTRON Ltd. diagram.

The installation schedule is to be agreed with the customer two months before dispatch. If for any reason the customer is unable to adhere to the agreed schedule, a lengthy delay may result. If the installation is delayed whilst the installation engineer is on-site for reasons attributable to the customer, AIXTRON may recall the engineer and request additional payment to cover the costs incurred.

Confirmation of the service details will be provided upon receipt of the contract.

Installation includes the re-assembly of the system, calibration, functional testing, and leak testing. Access to a helium leak system is required. The system price includes costs for AIXTRON engineers to install the system, including all transportation and subsistence expenses.

Commissioning includes a demonstration of the material specification agreed between the customer and AIXTRON. The system price includes costs for the AIXTRON engineer to commission the system, including all transportation and subsistence expenses. The quoted cost is exclusive of materials. The customer shall supply the materials necessary for the completion of system commissioning. AIXTRON will inform the customer of the acceptable source materials for commissioning. Prior to commencing the commissioning, AIXTRON will require an audit of the available characterization equipment.

It is expected that the process demonstration will take place between two and three weeks after the installation of the AIXTRON system. The customer is responsible for ensuring that all the necessary characterization equipment is available in order to demonstrate the specification.

If the installation and acceptance tests cannot be completed within 90 days from scheduled shipment of the purchased equipment due to reasons caused by customer or end user, customer agrees to sign off the Final Acceptance Certificate on or before the 91<sup>st</sup> day from the scheduled shipment date of the purchased equipment. Even under these circumstances AIXTRON shall still complete the system installation and commissioning as specified in this quotation. The schedule of installation and acceptance tests shall be renegotiated in mutual agreement in such case.

However, if the installation and acceptance tests for the system(s) included in the contract cannot be completed within six (6) months from the scheduled shipment date of the system(s), unless such delay is agreed to in writing by or caused by Seller, Seller shall be relieved from any further contractual obligation, including but not limited to the installation and commissioning of the system(s). In addition, Seller may at its sole discretion exercise its statutory rights to rescind the Contract and to claim damages or may demand that Buyer and/or, as applicable, End User signs the Final Acceptance Certificate without delay. Upon expiry of the period of six (6) months stated above, Buyer or, if applicable, End User may ask Seller to quote for the installation and commissioning of the system for an additional charge.

#### Transport requirements:

If ex works shipping terms are quoted, customer will organize and pay for transport to a main European airport. **Furthermore it is the customer's responsibility to organize and pay for freight and insurance from the main European airport to delivery at the customer's premises. Goods must be shipped via an international airport which must accommodate cargo aircraft. It is the customer's responsibility to advise AIXTRON Ltd. of any import license or duty-free requirements and any preferred routing at time of placing order. AIXTRON Ltd. will do their best to accommodate such requests but cannot be held liable should this not be possible due to costs, time constraints or any other reason. Should any delays be caused by use of a freight forwarder nominated by the customer, the customer agrees to extend the letter of credit if required and will not hold AIXTRON Ltd. liable for any contractual penalties. In all cases, it is the customer's responsibility to organize and pay for customs clearance, duty and taxes inclusive referring storage charges. For equipment dimensions, please refer to the installation plan.**

#### Additional delivery information concerning Incoterm ex works

With March 25<sup>th</sup>, 2013 regulations regarding air freight delivery are valid in the EU (EU reg. 300/2008 and EU reg. 185/2010). These regulations refer to airfreight export supply chain out of or via German and European airports.

If ex works shipping terms are quoted, customer latest has to announce two weeks before shipment their freight forwarder to AIXTRON. **It is under customer's responsibility that the assigned forwarder is certified as 'Regulated Agent' according to the above mentioned EU-regulations. AIXTRON reserves the right to retain the goods in case the customer's freight forwarder does not comply with these regulations. AIXTRON cannot be held liable for any delays and costs arising from such case and may request additional payment to cover its additional costs incurred.**

**CONSENT**  
**DECEMBER 15, 2021**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Certificate in Content Production - request to offer this existing online certificate to be also offered with an online program fee.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU) proposes to offer Certificate in Content Production, a currently existing online certificate utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The proposed program will enable students and community members to earn a certificate with an emphasis on enhancing creative abilities by learning how to produce and activate ideas using digital and audiovisual design.

This program will provide students with (i) a broad foundation in design, (ii) an ability to interpret data and feedback to build prototypes and iterate ideas, and (iii) skills in teamwork and collaboration.

**IMPACT**

Graduates of this program will be able to design human-centered solutions to modern communication problems and use emerging digital media and communication tools to author impact-driven content. By developing skills in graphic design, audiovisual design and storytelling, and no-code development, as well as obtaining industry certifications for digital media and data tools, they will extend career viability within their professional field of interest.

The program's overall size will be scaled to demand, with new instructional costs at the 31-student threshold. Certificates are currently available online, and no new instructional costs are expected to be incurred until FY 25.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. The price-point of \$350 for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs. For students who need 12 credits to earn the certificate, the cost of the program would be \$4200 (12 credits at \$350 per credit).

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State has established a price point for this online, undergraduate certificate that is consistent with most of their similar programs. The certificate will allow students to demonstrate competencies, making them stronger candidates in

**CONSENT**  
**DECEMBER 15, 2021**

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industry. All four of Boise State's proposals meet this same criteria; Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to offer Certificate in Content Production, an existing certificate already offered online utilizing an online program fee model. The certificate program will charge an online program fee of \$350 per credit.

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

**CONSENT**  
**DECEMBER 15, 2021**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Certificate in Creative Influence

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU) proposes to offer a Certificate in Creative Influence, a currently existing online certificate utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The proposed program will enable students to earn a certificate with an emphasis on learning how to be an effective communicator and leader who influences others with their ideas.

This program will provide students with (i) cultural competency and the capacity to weigh the impact of design on different populations, (ii) the ability to synthesize social and cultural insights from user data, and (iii) skills to identify user needs and implement design thinking methods to creatively solve problems.

**IMPACT**

Graduates of this program will be able to understand digital media channels and their uses and coordinate and design innovative products in diverse group settings. By developing skills in branding, storytelling, presentation design, and communication, as well as obtaining industry certifications for digital media and data tools, they will extend career viability within their professional field of interest.

The program's overall size will be scaled to demand, with new instructional costs at the 31-student threshold. Certificates are currently available online, and no new instructional costs are expected to be incurred until FY 25.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. The price-point of \$350 per credit for the proposed online certificate aligns with the cost of the majority of Boise State University's undergraduate online programs. For students who need 12 credits to earn the certificate, the total cost of the program would be \$4,200 (12 credits at \$350 per credit).

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State has established a price point for this online, undergraduate certificate that is consistent with most of their similar programs. The certificate will allow students to demonstrate competencies, making them stronger candidates in

**CONSENT**  
**DECEMBER 15, 2021**

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industry. All four of Boise State's proposals meet this same criteria. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to offer a Certificate in Creative Influence, an existing certificate already offered online utilizing an online program fee model. The certificate program will charge an online program fee of \$350 per credit.

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



**BOISE STATE UNIVERSITY**

**SUBJECT**

Certificate in Digital Innovation and Design

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU) proposes to offer Certificate in Digital Innovation and Design, a currently existing online certificate utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The proposed program will enable students to earn a certificate with an emphasis on developing their creative mindset by learning how to innovate and grow ideas through prototyping and gathering insights.

This program will provide students with (i) a broad foundation in creativity and innovation, (ii) a fluency in the use of emerging technologies, and (iii) the ability to apply design methodologies to creatively solve real-world problems.

**IMPACT**

Graduates of this program will be able to approach problems creatively and coordinate and design innovative solutions in a variety of settings. By developing skills in creative concepting, digital and social marketing, design analytics, and emerging technologies, as well as obtaining industry certifications for digital design and data collection tools, they will extend career viability within their professional field of interest.

The program's overall size will be scaled to demand, with new instructional costs at the 31-student threshold. Certificates are currently available online, and no new instructional costs are expected to be incurred until FY 25.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R.3.a.x. The price-point of \$350 per credit for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs. For students who need 12 credits to earn the certificate, the total cost of the program would be \$4,200 (12 credits at \$350 per credit).

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State has established a price point for this online, undergraduate certificate that is consistent with most of their similar programs. The certificate will allow students to demonstrate competencies, making them stronger candidates in industry. All four of Boise State's proposals meet this same criteria. Staff recommends approval.

**CONSENT**  
**DECEMBER 15, 2021**

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**BOARD ACTION**

I move to approve the request by Boise State University to offer Certificate in Digital Innovation and Design, an existing certificate already offered utilizing an online program fee model. The certificate program will charge an online program fee of \$350 per credit.

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

**BOISE STATE UNIVERSITY**

**SUBJECT**

Certificate in User Experience Design

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU) proposes to offer a Certificate in User Experience Design, a currently existing certificate with remote courses (remote courses are fully online offered at certain days / time periods) to be offered online asynchronously and utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The proposed program will enable students to earn a certificate with an emphasis on developing the skills and processes used while working in the field of user experience design.

This program will provide students with (i) a broad foundation in design thinking and methodologies, (ii) a fluency in user experience design tools and processes, and (iii) the ability to develop and apply metrics for evaluating the success of design choices.

**IMPACT**

Graduates of this program will be able to approach problems creatively, ask compelling questions, and test their efficacy. By developing skills in user experience design, prototyping, interaction design, and systems thinking, as well as obtaining industry certifications in design, they will extend career viability within their professional field of interest.

The program's overall size will be scaled to demand, with new instructional costs at the 31-student threshold. Certificates are currently available online, and no new instructional costs are expected to be incurred until FY 25.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R.3.a.x. The price-point of \$350 per credit for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs. For students who need 12 credits to earn the certificate, the total cost of the program would be \$4,200 (12 credits at \$350 per credit).

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State has established a price point for this online, undergraduate certificate that is consistent with most of their similar programs. The certificate will allow students to demonstrate competencies, making them stronger candidates in

**CONSENT**  
**DECEMBER 15, 2021**

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industry. All four of Boise State's proposals meet this same criteria. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to offer Certificate in User Experience Design, an existing certificate already offered online utilizing an online program fee model. The certificate program will charge an online program fee of \$350 per credit.

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

**CONSENT  
DECEMBER 15, 2021**

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**SUBJECT**

Higher Education Research Council (HERC) Appointment

**REFERENCE**

August 2014	Board appointed Dr. Kelly Beierschmitt to the Higher Education Research Council as the INL representative, replacing Dr. Hill.
October 2014	Board appointed Ms. Robin Woods and re-appointed Dr. Haven Baker to the Higher Education Research Council for a three (3) year term.
August 2016	Board re-appointed Mr. Bill Canon to the Higher Education Research Council for a term expiring June 30, 2019.
October 2018	Board re-appointed Dr. Haven Baker and Ms. Robin Woods as non-institutional representatives for terms expiring June 30, 2020, and approved the appointment of Dr. Todd E. Combs as the INL representative.
June 2020	Board appointed Heather Messenger and Eileen Barber as non-institutional representatives, for terms expiring June 30, 2023, and approved the appointment of Dr. Mariann Walck as the representative from the Idaho National Laboratory.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.W., Higher Education Research

**BACKGROUND/DISCUSSION**

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy (Board Policy III.W.) and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Board policy. HERC also provides direction for and oversees the use of research funding provided to the Board by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the state.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory (INL); and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics. The Board shall appoint the three non-institutional representatives. The appointments of the representative of INL shall be subject to approval of the Board. HERC appointments for non-institutional representatives are appointed for staggered three-year terms.

**CONSENT**  
**DECEMBER 15, 2021**

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Currently, there is one non-institutional representative vacancy on HERC. Douglas A. Sayer has been selected by a majority vote of HERC members for consideration by the Board to fill this non-institutional representative position.

Mr. Sayer is the Chief Business Officer and Co-Founder of Premier Technology, Inc. He is a resident of Pocatello, Idaho and has been an advocate for higher education in various ways over the last 25 years. He has served on several boards that interact with education at the state level and at the academic level, including the Idaho Science and Technology Council, Idaho's Workforce Development Council, the Idaho Innovation Council (Chairman), the IGEM Council (Chairman), the Regional Economic Development Foundation, and The Idaho Governor's Cup (Chairman).

**ATTACHMENTS**

Attachment 1 – Current HERC Membership December 2021

Attachment 2 – Douglas A. Sayer Letter of Interest

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to appoint Douglas A. Sayer as a non-institutional representative to the Higher Education Research Council, effective immediately and expiring June 30, 2024.

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

**CONSENT  
DECEMBER 15, 2021**

**ATTACHMENT 1**

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**HIGHER EDUCATION RESEARCH COUNCIL  
DECEMBER 2021**

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**Dr. Donna Lybecker**

Acting Vice President for Research and  
Economic Development  
Idaho State University

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**Dr. Nancy Glenn**

Interim Vice President of Research &  
Economic Development  
Boise State University

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**Dr. Fred Chilson**

Interim Vice President for Academic Affairs  
and Dean of Graduate Studies  
Lewis-Clark State College

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**Dr. Christopher Nomura (Chair)**

Vice President for Research & Economic  
Development  
University of Idaho

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**Dr. Mariann Walck (Vice Chair)**

Deputy Laboratory Director for Science and  
Technology and Chief Research Officer  
Idaho National Laboratory

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**Ms. Eileen Barber (06/20-06/23)**

Non-institutional representative  
Co-Founder  
Keynetics

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**Ms. Heather Messenger (06/20-06/23)**

Non-institutional representative  
Executive  
PPD Biotech

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**Ms. Robin Woods (10/14-06/21)**

Non-institutional representative  
President  
Alturas Analytics, Inc.

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**Board Staff Support**

Dr. TJ Bliss  
Chief Academic Officer

Mr. John Thomas  
Contractor



1858 W. Bridge St. \* Blackfoot, ID 83221  
Phone (208) 785-2274 \* Fax: (208) 782-9001

October 20, 2021

**Higher Education Research Council (HERC) of Idaho**

Attn: Donna L. Lybecker  
Acting Vice President for Research  
Administration Building | Room 106  
921 S. 8th Ave, STOP 8130 | Pocatello, Idaho 83209-8130

Dear Donna,

My name is, Douglas Sayer, I am the Chief Business Officer and Co-Founder of Premier Technology, Inc. I am very interested in serving on the Higher Education Research Council (HERC) of Idaho. I am a resident of Pocatello, Idaho and I have been an advocate for higher education in various ways over the last 25 years. I have served on several boards that interact with education at the state level and at the academic level. Below are some examples of boards I have served on.

Idaho State University  
ISU Bengal Pharmacy  
Idaho Science and Technology Council  
Idaho's Workforce Development Council  
Idaho Innovation Council (Chairman)  
IGEM Council (Chairman)  
REDI, the Regional Economic Development Foundation  
Currently the Chairman for The Idaho Governor's Cup

Once again, thank you for thinking of me as a candidate for the HERC of Idaho. Let me know if you have any questions and I look forward to hearing from you.

Best Regards,

A handwritten signature in blue ink, appearing to read "Douglas A. Sayer", followed by a long horizontal flourish.

Douglas A. Sayer  
Chief Business Officer  
Premier Technology, Inc.  
Member of the Board  
(208) 782-9103  
(208) 760-0840 cell  
[dsayer@ptius.net](mailto:dsayer@ptius.net)



**CONSENT**  
**DECEMBER 15, 2021**

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**SUBJECT**

Data Management Council Appointments

**REFERENCE**

June 2018	The Board reappointed Chris Campbell, Don Coberly, Matthew Rauch, and Georgia Smith to the Data Management Council. The Board appointed Cathleen McHugh to the Data Management Council.
August 2018	The Board appointed Dale Pietrzak and Dianna J. Renz to the Data Management Council.
April 2019	The Board appointed Scott Thomson and Grace L. Anderson to the Data Management Council.
February 2020	The Board appointed Marcia Grabow to the Data Management Council.
April 2020	The Board reappointed Matthew Rauch, Georgia Smith, and Dianna Renz to the Data Management Council. The Board appointed Chris Bragg to the Data Management Council.
August 2020	The Board appointed Leslie Odom and Kevin Whitman to the Data Management Council. The Board approved the first reading of Board Policy I.O., shifting one position from the Department of Education to the Office of the State Board of Education to align with the move of the ISEE data system and adding one at-large member.
October 2020	The Board approved the second reading of Board Policy I.O., shifting one position from the Department of Education to the Office of the State Board of Education to align with the move of the ISEE data system and adding one at-large member.
February 2020	The Board reappointed Chris Campbell and Todd King to the Data Management Council.
April 2020	The Board reappointed Cathleen McHugh, Grace Anderson, Tami Haft, Scott Thomson, and Heather Luchte to the Data Management Council. The Board appointed Spencer Barzee to the Data Management Council.
October 2021	The Board appointed Thomas Sharpe to the Data Management Council.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Data Management Council (Council) was established by the Board through Board policy I.O. to make recommendations to the Board on the oversight and

**CONSENT**  
**DECEMBER 15, 2021**

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development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance and usage of said system. Section 33-133, Idaho Code, defines the state "data system" to include the state's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

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

The seat representing the State Department of Education became vacant due to the departure of the Director of Assessment and Accountability. The State Department of Education submitted Kevin Chandler, the new Director of Assessment and Accountability, as their nominee. The Data Management Council considered this nomination during a meeting in November and voted to recommend Kevin Chandler to the Board for appointment.

**IMPACT**

Appointment of this individual will result in all seats on the Data Management Council being filled.

**ATTACHMENTS**

Attachment 1 – Current Data Management Council Membership  
Attachment 2 – Letter of interest from Kevin Chandler

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff emailed the Department of Education to notify them of the opening and to ask them to nominate a representative.

**CONSENT**  
**DECEMBER 15, 2021**

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The Data Management Council met and voted to recommend Mr. Kevin Chandler to the Board for appointment on the Data Management Council. Mr. Chandler is currently the Director for Assessment and Accountability at the State Department of Education.

Staff recommends approval.

**BOARD ACTION**

I move to approve the appointment of Kevin Chandler to the Data Management Council as a representative of the State Department of Education for a term commencing immediately and ending June 30, 2022.

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



## Data Management Council Membership

November 2021

### Office of the Idaho State Board of Education

**Dr. Cathleen McHugh**

Chief Research Officer  
Idaho State Board of Education  
Member since 2018  
Term: July 1, 2019 – June 30, 2023

**Chris Campbell**

Chief Technology Officer  
Idaho State Board of Education  
Member since 2015  
Term: February 17, 2021 – June 30, 2023

### Public Postsecondary Institutions

#### Four Year Institution

**Dr. Grace Anderson**

Director of Institutional Research  
Lewis-Clark State College  
Member since 2019  
Term: July 1, 2019 – June 30, 2023

**Dr. Leslie Odom**

Associate Director for Reporting and Data Quality  
Boise State University  
Member since 2020  
Term: August 26, 2020 – June 30, 2022

#### Community College

**Thomas Sharpe**

Senior Research Analyst  
College of Southern Idaho  
Member since 2021  
Term: October 21, 2021 – June 30, 2022

#### Public Postsecondary Institution Registrar

**Tami Haft**

Registrar/Director of Admissions – Enrollment Services  
North Idaho College  
Member since 2011  
Term: July 1, 2019 – June 30, 2023

### State Department of Education

**Vacant**

## K-12 School Districts

### At-Large School District

#### Dr. Spencer Barzee

Superintendent  
West Side School District  
Member since 2021  
Term: April 21, 2021 – June 30, 2023

### Rural District

#### Scott Thomson

Executive Director  
North Idaho STEM Charter Academy  
Member since 2019  
Term: July 1, 2019 – June 30, 2023

### Urban District

#### Matthew Rauch

Database Manager  
Kuna School District  
Member since 2015  
Term: July 1, 2020 – June 30, 2022

## Division of Career Technical Education

#### Heather Luchte

Director, Performance Management  
Division of Career Technical Education  
Member since 2014  
Term: July 1, 2019 – June 30, 2023

## Department of Labor

#### Georgia Smith

Deputy Director of Communications, Research and Determination Services  
Idaho Department of Labor  
Member since 2014  
Term: July 1, 2020 – June 30, 2022

## At-Large Representative

#### Todd King

Education Data Systems Reporting Manager  
Idaho State Board of Education  
Member since 2013  
Term: February 17, 2021 – June 30, 2023

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### **Interest and Qualifications for Nomination**

I have recently been named the new Director for Assessment & Accountability at the State Department of Education. I would like to become a member of the Data Management Council (DMC) to maintain a full understanding of existing data standards, security practices, and EASI priorities, while offering input from my position to help inform those components. The DMC has done tremendous work to ensure the quality and standards of student data, that security parameters protecting that data are strictly adhered to, and communication and training to understand the data is transparent and unambiguous. I would very much like to be a part of the important work executed by the DMC. Previously, I served as the Mathematics and Science Assessment Coordinator, and worked with our Accountability Coordinator for the Idaho SDE. In that capacity, I have worked extensively with administrators and educators to build an understanding of student performance data and how that can drive instruction. I have also worked with our previous Director and Accountability Coordinator to analyze data from statewide assessments and the Idaho System for Educational Excellence to understand various data analysis requests from internal and external stakeholders. While helping to complete this work I was informed of the available data, analysis strategies, disclosure rules, and data sharing protocols.

Kevin M. Chandler  
Director of Assessment & Accountability  
ISAT Mathematics & Science Assessment Coordinator  
Superintendent's Office of Public Instruction  
650 West State Street  
Boise, Idaho 83702  
Direct: 208.332.6988 :: [kchandler@sde.idaho.gov](mailto:kchandler@sde.idaho.gov)  
<http://www.sde.idaho.gov/>

*\*Don't miss important updates - [Subscribe](#) to our newsletter or [register](#) for an upcoming webinar.*

**CONSENT**  
**DECEMBER 15, 2021**

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**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Facilities Naming – Activity Center

**REFERENCE**

June 2014	Board approved Boise State University's request to enter a naming agreement with Albertson's to name the Boise State University stadium "Albertsons Stadium."
January 2018	Board approved University of Idaho's request to enter into a naming agreement with ICCU for the ICCU arena project.
June 2019	Board approved Boise State University's request to enter a naming agreement with Extra Mile to name the arena the "Extra Mile Arena."

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section I.K.

**BACKGROUND/DISCUSSION**

Lewis-Clark State College (LCSC) has been in negotiations with P1FCU, a credit union, for naming rights of the Activity Center and a sponsorship agreement with Warrior Athletics. Pursuant to the proposed agreement, the Activity Center (AC) will be renamed "P1FCU Activity Center" for the ten-year term of the agreement.

As outlined in the proposed agreement (Attachment 1), P1FCU will compensate LCSC \$2,000,000 in cash in exchange for the following:

- AC naming rights with exterior and interior signage
- Harris Field Video Board sponsorship
- Recognition as an event sponsor
- Hospitality/tickets to Warrior Athletic games
- Provision of event space
- Exclusive rights to a Warrior LC State Athletics branded P1FCU debit card and designation as the "Official Credit Union of LC State Warrior Athletics"

LCSC requests that the Board waive any application of Board Policy I.K. Naming/Memorializing Building and Facilities. This policy does not contemplate an agreement for the sale of naming rights, nor does it specifically prohibit one. The agreement can be deemed to fall under Board Policy V.I. (Real and Personal Property and Services) as a sale of the naming rights for the specified period of time. Waiver of Policy I.K provides clarity that this is a contract for services.

**CONSENT  
DECEMBER 15, 2021**

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**IMPACT**

The terms of the proposed agreement provide \$2.0 million in revenue to support athletic student scholarships and operational support for LCSC's intercollegiate athletics program.

**ATTACHMENTS**

Attachment 1 – Proposed Naming Agreement

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for other than a former employee of the system of higher education. These include consideration of the nature of the individual's gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individual's relationship to the institution. The policy does not contemplate selling the rights to name a facility. At the June 2014 regular Board meeting, the Board considered and approved a request by Boise State University to enter into an agreement with Albertsons for the naming of Boise State University's Stadium. At the January 4, 2018 Special Board meeting the Board approved the request from the University of Idaho to enter into an agreement for the planned court sports arena with Idaho Central Credit Union and at the June 20, 2019 Regular Board meeting, the Board approved a similar agreement between Boise State University and ExtraMile Convenience Stores.

The proposed agreement is between LCSC, the LCSC Foundation, and P1FCU, credit union. The term is for 10 years and would name the activity center the P1FCU Activity Center in exchange for the following:

- Exclusive license to name the activity center limiting to the naming and signage for the activity center, Harris Field video board;
- Athletic Event sponsorship;
- Authorization to use the following terminology in any advertising: "Official Credit Union of LC State Warrior Athletics"; and
- P1FCU agrees that neither it nor any of its sublicenses will use the P1FCU Activity Center name and/or logo in direct association with any prohibited products or classes or services as outlined in the agreement.

Staff recommends approval.

**BOARD ACTION**

I move to approve Lewis-Clark State College's request to waive the application of Board Policy I.K. and to enter into a naming rights agreement with P1FCU in substantial conformance with Attachment 1 and authorize the Vice President and Chief Financial Officer to execute the agreement.

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





This NAMING RIGHTS AND SPONSORSHIP AGREEMENT (the "Agreement") is made this 15th day of December, 2021 by and between Lewis-Clark State College (LC State), a public higher education institution in the State of Idaho, whose business address is, 500 8<sup>th</sup> Ave. Lewiston, Idaho; the LCSC Foundation, whose business address is, 602 11<sup>th</sup> Ave. Lewiston, Idaho; and P1FCU, a credit union whose business address is 1025 Warner Avenue, Lewiston, Idaho 83501.

#### RECITALS

WHEREAS, LC State manages and operates the building currently known as the Activity Center located at 500 8<sup>th</sup> Ave. Lewiston, Idaho 83501 (hereinafter the "AC");

WHEREAS, LC State desires to grant P1FCU the license to name the AC as well as other related ancillary benefits in consideration of P1FCU's agreement to pay LC State as set forth herein;

WHEREAS, P1FCU desires to license from LC State the naming rights to the AC, extend the Harris Field Video Board sponsorship through this agreement, as well as receive other ancillary benefits pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these Recitals, hereby incorporated into this Agreement, the following mutual promises, and all other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

**I. TERM.** This Agreement, which includes AC naming rights, Harris Field Video Board sponsorship and ancillary benefits as noted herein, shall become effective on December 15, 2021 (the "Effective Date") and continue through December 15, 2031 ("Initial Term") unless extended or earlier terminated in accordance with the terms herein.

Option to Extend. P1FCU shall have the option to extend the Initial Term of this Agreement (the "Option") for the AC naming, and Harris Field Video Board, an additional ten (10) year period by giving written notice to the LC State no less than ninety (90) days prior to the expiration of the Initial Term. The option to extend, if exercised, shall commence under the same terms and conditions as set forth herein.

**II. NAMING RIGHTS, SIGNAGE & EVENT PROMOTION.** During the Term of this Agreement, LC State grants to the P1FCU the exclusive license to name the AC pursuant to the terms hereunder. As of the Effective Date, the official name of the AC will be "**P1FCU Activity Center**". The terms and conditions of this agreement are limited to the naming and signage for the AC; Harris Field Video Board and ancillary benefits as described herein.

Signage. Exterior Signage: A large Sign shall be placed on the main entrance overhead and at

the west entrance overhead, two signs on the brick wall near the new entrance, window wraps on the main office exterior windows, and a sign above the ticket window. Interior Signage, beyond that already noted in existing agreements (i.e., AC gym center scoreboard, north activity center sign, north hallway sign, double lower Harris Field sign, Tennis Center sign). The appearance, dimensions, and specific locations of said Signage must be jointly agreed upon by LC State and P1FCU.

Athletic Event sponsorship and promotion, and WAA. P1FCU shall be a recognized event sponsor, each year for the following LC State events (1 per sport, per year): Volleyball, Conference men's and women's basketball game, baseball series and cross-country event sponsor (non-collegiate). Additional promotional areas to include: Title sponsors for the online streaming, logo on posters and ½ page program ad for the following sports: volleyball, m/w basketball and baseball. P1FCU will also be recognized as the Title sponsors for Warrior Golf Classic and as a Major Sponsor for WAA High School Awards.

Authorized Terminology. P1FCU has the right to use the following terminology in any advertising, branch design or publicity effort. "Official Credit Union of LC State Warrior Athletics."

Naming Rights Announcement. In accordance with applicable law, the Parties will plan a mutually agreeable public relations campaign to announce the Name. Upon announcement, the Parties will each make reasonable efforts to cause the media and other third parties to identify the AC by the Name. The public relations campaign will, at a minimum, include the following:

- Press event to unveil the naming right sponsor and the new AC Name.
- Announcement via e-mail blast to season ticketholders.
- Press-release distributed to all media outlets revealing the Name.
- Announcement for the Name of the AC promoted on the Lewis-Clark State College [www.lcsc.edu](http://www.lcsc.edu) homepage which will include a splash page that will run no less than one month for visitors to the Lewis-Clark State College Athletics website.
- Announcement for the Name promoted on LC State social media channels directly controlled by the Marketing and Communications Department and Lewis-Clark State College Athletics.
- Lewis-Clark State College will make diligent efforts to gain national attention for the naming rights announcement and shall work with various NAIA-related organizations and mediums such as NAIA.org, National Association of Collegiate Directors of Athletics (NACDA), Sports Business Journal.

**III. P1FCU CAMPUS PRESENCE.** Subject to applicable law, availability of space, and LC State policies, including without limitation the ATM policy, P1FCU shall be allowed to establish a banking service presence in the AC upon mutually agreeable terms and conditions. As used in this section "banking presence" means P1FCU's choice of an automated teller machine, cash dispenser, or intelligent automated teller machine.

Event Space. P1FCU and/or its guests shall have exclusive access to a mutually agreed upon space within the AC for P1FCU receptions during AC Events no less than one time per year.

Hospitality/Tickets. LC State shall provide P1FCU a minimum of 10 reserved tickets, as applicable, and a minimum of 10 general admission seats to each AC Event in a section mutually agreed upon by the Parties.

Debit Card. P1FCU will have exclusive rights to a LC State Warrior Athletics branded P1FCU debit card.

**IV. PAYMENT & SCHEDULE.** The parties agree the fee for 10-year AC naming rights, Harris Field Video Board, signage, and ancillary benefits as described herein, is \$2,000,000.00 in total, within 30 days of the Effective Date of the Agreement. Payment to be accepted through the LCSC Foundation on behalf of LC State in one lump sum payment. \$1,000,000.00 to become the P1FCU Athletics Endowment Fund for the express purpose of supporting student-athlete scholarships; and \$1,000,000.00 to be used as endowed funds (in full or part) for the purposes, in priority order, of further supporting student-athlete scholarships, and athletic program and facility needs, at the discretion of the Director of Athletics in consultation with the President.

Costs and Expenses. P1FCU shall pay for all costs and expenses associated with the initial and ongoing preparation, production, mounting, power connections, repair, maintenance and/or installation of all Signage attached to the AC and any additional Signage in accordance with this Agreement. Absent a Default by LC State, P1FCU will pay for all costs and expenses related to the removal of the Signage at the end of the Term plus any Extension Term.

Maintenance and Repairs. LC State shall, at its cost and expense, keep and maintain the AC and LC State grounds in good repair at all times and shall keep the AC and LC State grounds fully insured at all times during the term of this Agreement. P1FCU shall pay to repair any damage done to the AC caused by its employees, agents, and/or subcontractors.

**V. DEFAULT AND TERMINATION.** Any of the following shall constitute an event of default hereunder (the "Default") by the acting or relevant party (the "Defaulting Party"): (a) Failure to comply with the terms of this Agreement without cure within 60 days after receipt of written notice to the Defaulting Party; (b) A breach of any representation or warranty in this Agreement; (c) A Party becomes insolvent. In the event of a Default as set forth herein, the party not in Default (the "Non-Defaulting Party") will have the right to terminate this Agreement upon written notice to the Defaulting Party.

**VI. LIMITATION OF LIABILITY.** Under no circumstances shall the Parties be liable to one another for any consequential, special, indirect, incidental, punitive, exemplary or aggravated loss, damage, cost, or expense, including, without limitation, loss of good will, loss of business profits, computer failure or malfunction, data loss, or lost profits and opportunity costs. The parties shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents as provided by the Idaho Tort Claims Act, Idaho Code §§ 6-901 through 6-929.

**VII. INDEMNIFICATION.** P1FCU shall defend, indemnify and hold harmless LC State, the State Board of Education, the State of Idaho, and the their respective administrators, directors, coordinators, employees, and their agents of the foregoing ("LC State Indemnitees") from and against any and all claims alleged to have arisen out of (i) any breach by P1FCU of its covenants or obligations hereunder, (ii) any inaccuracy of the representations and warranties of P1FCU hereunder, (iii) any infringing use, or allegation of such use, by the LC State of the P1FCU Activity Center name or logo (provided that LC State's use of the AC marks, name and logo is in accordance with the terms of this Agreement) and/or any copyright claim for advertising copy created or distributed by or on behalf of P1FCU that include any P1FCU mark, or the AC name or logo, (iv) the content of any advertising copy or signs, including unfair or fraudulent advertising charges or claims related thereto, or (v) any negligence and willful misconduct by P1FCU or its officers, directors, managers, owners, agents and employees relating to the exercise or utilization by P1FCU of the rights granted hereunder except, in each case, to the extent attributable to the negligence or willful misconduct of the LC State Indemnitee; provided, however, that LC State Indemnitees shall promptly notify P1FCU of any claim to which the indemnification set forth in this paragraph applies (it being understood that the failure

to so notify shall not excuse P1FCU from its obligations under this paragraph except to the extent that such failure increases the liability of P1FCU hereunder) and shall tender to P1FCU the defense thereof. If P1FCU promptly assumes the defense of a claim covered by this section, no LC State Indemnitee may settle or compromise such claim without the prior written approval of P1FCU. If P1FCU fails to assume the defense of such claim, the LC State indemnitees may settle or compromise such claim on such terms as the LC State Indemnitees may reasonably deem appropriate, and P1FCU shall reimburse the LC State indemnitees for the cost of such settlement, in addition to the LC State's other obligations hereunder.

Subject to the limits of the Idaho Tort Claims Act and the Idaho Constitution, LC State shall indemnify P1FCU and its agents, and employees from any and all loss, damage or liability that may be suffered or incurred by P1FCU, its officers, agents or employees caused by or arising out of any liability for fraud or misrepresentation in connection with P1FCU's name and/or logo. Notwithstanding anything to the contrary herein, nothing herein shall be deemed to constitute a waiver by either party of any privilege, protection, or immunity otherwise afforded it under any state or federal law.

**VIII. INSURANCE.** P1FCU shall, at its sole expense, procure and maintain during the term of this Agreement, a policy of general liability insurance naming Lewis-Clark State College, the LCSC Foundation, the State Board of Education, and the State of Idaho as additional insureds and providing coverage for advertising liability affording a limit of liability in the amount of One Million dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000) aggregate and covering:

- Libel, slander or defamation;
- Any infringement of copyright or title or slogan
- Privacy or unfair competition or idea misappropriation under an implied contract
- Any invasion of right-of-privacy, committed or alleged to have been committed in any title or slogan.

P1FCU shall provide a Certificate of Insurance meeting the requirements outlined above upon execution of the Agreement and each year thereafter. The liability insurance required herein shall indemnify LC State against loss from liability imposed by law of assumed under contract by P1FCU for damages on account of P1FCU's liability.

**IX. REPUTATION; IMAGE AND MISSION OF LC STATE.** P1FCU agrees that neither it nor any of its sublicensees, or operators shall use the P1FCU name, P1FCU Activity Center name and/or logo in direct association with any of the following prohibited products or classes of services; sell any advertising right to any company that engages in the management of any of the following businesses; or include a reference to any of the following prohibited products or classes of services on the advertising copy directly above, below, next to or in immediate proximity to the P1FCU Activity Center name and/or logo, unless otherwise agreed to by LC State, which approval may be withheld in LC State's sole discretion. Such list includes gambling; alcoholic beverages; tobacco or "vaping" products; prophylactics; feminine hygiene products; sexually explicit materials or adult entertainment; religious and/ or political materials; ammunition, and/or firearms; any material that is reasonably likely to be considered objectively defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public, or finally, any advertising that is reasonably likely to materially discredit the purposes, values, principles or mission of LC State or is reasonably likely to have a materially adverse effect on the interests of intercollegiate athletics or higher education.

P1FCU will comply with rules, regulations, and policy of LC State and the State Board of Education to ensure that the sponsorship itself and the products marketed by P1FCU and associated with this Agreement (regardless of means or location) be, and remain consistent with the proper image and mission of the institution.

**X. EXCLUSIVITY.** LC State agrees that P1FCU shall have the exclusive Naming Rights for the AC and Harris Field Video Board, unless expressly consented to in writing by P1FCU, other than signage/advertising agreements already in place on or before the Effective Date of this Agreement.

**XI. GENERAL TERMS AND CONDITIONS.** Each Party maintains full and exclusive control of its business, including without limitation, hiring and firing personnel, admitting students, and performing any other administrative matters. The relationship of the Parties created by this Agreement is one of independent contractors. Nothing contained in this Agreement, or otherwise, shall be interpreted to create a partnership, agency, joint venture or employment relationship between the Parties.

NAIA Conference Rules and Regulations. Notwithstanding any other term or condition of this Agreement, LC State may, upon provision of written notice to P1FCU, terminate this Agreement in the event P1FCU has engaged in conduct that LC State reasonably determines to be in violation of NAIA (NAIA) or Cascade Collegiate Conference rules or regulations, only after a good faith effort to allow P1FCU an opportunity to rectify and reconcile any violation of NAIA or Cascade Collegiate Conference rules and regulations. P1FCU shall thereafter be relieved of any obligation to make further payments under this Agreement.

P1FCU shall not use the name or likeness of any LC State student athlete in the manner of an endorsement of any product or service in violation of any NAIA or Conference rules or regulations. Any use by P1FCU of any such name or likeness shall comply with all applicable NAIA and Conference rules that govern LC State's athletic programs.

\_\_\_\_\_  
Dr. Cynthia Pemberton  
President  
Lewis-Clark State College

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Ms. Lori McCann  
President  
LCSC Foundation

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Ms. Brooke L. Henze  
Athletic Director  
Lewis-Clark State College

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Mr. Chris Loseth  
President & CEO  
P1FCU

\_\_\_\_\_  
DATE

**CONSENT**  
**DECEMBER 15, 2021**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Facilities Naming - WWAMI Medical Education Building as the "D.A. Huckabay M.D. Medical Education Building"

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.K. Naming/Memorializing Building and Facilities

**BACKGROUND/DISCUSSION**

The University of Idaho WWAMI Medical Education Program, in keeping with its land-grant mission, is engaged in an aggressive medical student scholarship campaign. The state of Idaho ranks 50<sup>th</sup> out of fifty states in physicians per capita and faces many other healthcare access challenges. The average student debt for doctors totals an estimated \$180,000. One of the most influential ways we can increase the number of Idaho WWAMI graduates to return to the state is lowering their medical student debt through scholarships, thereby making service in Idaho - in particular rural Idaho - more feasible.

In March 2019, John Huckabay, the Trustee of the Durward and Susan Huckabay Foundation, established the Durward A. Huckabay, M.D. WWAMI Idaho Scholarship Endowment with a \$1.5M gift. To date, this Foundation has contributed \$12M to this endowment making it the largest scholarship endowment at the University of Idaho.

Dr. Durward A. Huckabay, M.D. became associated with the Polyclinic in Seattle where he practiced, and with UW School of Medicine when it was founded in 1946. It is through this association with the UW School of Medicine that the Huckabay Foundation links to the University of Idaho WWAMI Medical Education Program.

**IMPACT**

The Durward and Susan Huckabay Foundation has the largest scholarship endowment at the University of Idaho. In the 2020-21 academic year, Idaho WWAMI will distribute \$82,000.00 in scholarships solely from this endowment. This distribution amount will grow as the endowment investment matures. Naming the WWAMI Medical Education Building in honor of this historic giving level appropriately recognizes the significance of the perpetual impact this will have on our goals to lower medical student debt and return more of our Idaho WWAMI graduates to Idaho to serve.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for other than a former employee of the system of higher education. These include consideration of the nature of the individual's

**CONSENT**  
**DECEMBER 15, 2021**

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gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individual's relationship to the institution.

Pursuant to Board Policy I.K.1.b.:

- b. Naming of a building, facility, or administrative unit for other than a former employee of the system of higher education will be considered by the Board in accordance with 1.a. Additionally, the following shall apply:
  - i. When deemed appropriate, a facility, building, or administrative unit may be given a nonfunctional name intended to honor and memorialize a specific individual who has made a distinguished contribution to the University.
  - ii. Name for an individual in recognition of a gift.
    - 1) No commitment for naming shall be made to a prospective donor of a gift prior to Board approval of the proposed name.
    - 2) In reviewing requests for approval to name a facility, building, or administrative unit for a donor, the Board shall consider:
      - a) The nature of the proposed gift and its significance to the institution;
      - b) The eminence of the individual whose name is proposed; and
      - c) The individual's relationship to the institution.

**BOARD ACTION**

I move to approve the request by the University of Idaho to name the WWAMI Medical Education Building the "D.A. Huckabay M.D. Medical Education Building" and authorize the president of the University of Idaho, or the president's designee, to execute the agreement and any related transactional documents.

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

**CONSENT**  
**DECEMBER 15, 2021**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Facility Naming – The Richard L and Connie S Bowen Rendezvous Center

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.K  
Naming/Memorializing Buildings and Facilities

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) is requesting permission to name the Rendezvous building the Richard L and Connie S Bowen Rendezvous Center. President Richard L. Bowen served as the President of Idaho State University from 1985-2005. Under President Bowen's leadership, ISU underwent significant transformation as an institution in addition to numerous capital improvements including the Rendezvous building. In addition, Connie Bowen served an instrumental role on campus assisting President Bowen in furthering the mission of Idaho State University.

The Rendezvous building is utilized as a space for students to gather, live, and learn. This concept of a combined living-learning environment was envisioned by the Bowens and embodies their approach to bringing the campus community together. The project was planned, financed, and began construction under President Bowen's tenure and was dedicated after his retirement.

**IMPACT**

Naming the Rendezvous building the Richard L and Connie S Bowen Rendezvous Center will honor President Bowen's service to Idaho State University. No substantive costs related to the naming will be required other than what is needed for new signage.

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for other than a former employee of the system of higher education. These include consideration of the nature of the individual's gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individual's relationship to the institution.

Pursuant to Board Policy I.K.1.:

- a. Naming for an administrator, member of the faculty or employee of a unit responsible to the State Board of Education:



**CONSENT**  
**DECEMBER 15, 2021**

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- i. No building, facility, or administrative unit shall be named for a person currently employed within the system of higher education in Idaho, except when authorized by the Board.
- ii. Memorialization of a building, facility, or administrative unit for a former employee retired or deceased shall be considered on the basis of the employee's service to education in the state of Idaho. Significant factors will include, but shall not be limited to:
  - 1) Recommendation of the chief executive officer of the institution and the recommendation of the institutional community.
  - 2) Contributions rendered to the academic area to which the building, facility, or administrative unit is primarily devoted.
- b. Naming of a building, facility, or administrative unit for other than a former employee of the system of higher education will be considered by the Board in accordance with 1.a. Additionally, the following shall apply:
  - i. When deemed appropriate, a facility, building, or administrative unit may be given a nonfunctional name intended to honor and memorialize a specific individual who has made a distinguished contribution to the University.
  - ii. Name for an individual in recognition of a gift.
    - 1) No commitment for naming shall be made to a prospective donor of a gift prior to Board approval of the proposed name.
    - 2) In reviewing requests for approval to name a facility, building, or administrative unit for a donor, the Board shall consider:
      - a) The nature of the proposed gift and its significance to the institution;
      - b) The eminence of the individual whose name is proposed; and
      - c) The individual's relationship to the institution.

Idaho State University's request complies with Board policy.

**BOARD ACTION**

I move to approve the request by Idaho State University to name the Rendezvous building the Richard L and Connie S Bowen Rendezvous Center.

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

**CONSENT  
DECEMBER 15, 2021**

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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Emergency Provisional Certificates Recommendations

**REFERENCE**

February 2021	Board approved fifty-two (52) emergency provisional certificates for the 2020-21 school year.
April 2021	Board approved thirteen (13) emergency provisional certificates for the 2020-21 school year.
June 2021	Board reviewed six (6) emergency provisional certificates for the 2020-21 school year. Five (5) applications were approved and one (1) application was not approved.
August 2021	Board approved two (2) emergency provisional certificates for the 2021-22 school year. Board approved emergency provisional certificate Application Process.
October 2021	Board approved nineteen (19) emergency provisional certificates for the 2021-2022 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1201 and 33-1203, Idaho Code

**BACKGROUND/DISCUSSION**

Fifty complete emergency provisional certificate applications were received by the State Department of Education by October 22, 2021, including 45 instructional and career technical education certificate applications and four (4) Pupil Service Staff certificate applications from the school districts listed below. These applications for the 2021-22 school year were reviewed by the Certification Department of the State Department of Education using the Board approved Emergency Provisional Certificate Application Process. The Emergency Provisional Certificate allows a school district or charter school to request one-year certification/endorsement in an emergency situation for a candidate who does not hold the required Idaho certificate/endorsement to fill a position and has a minimum of two years of education from an accredited postsecondary institution. While the candidate is under emergency provisional certification, they can be included in the school district or charter schools reporting for certificated staff.

**Instructional and Career Technical Education Certificate Applications**

**Boise School District #001**

**Applicant Name:** Mason Bilger

**Endorsement(s):** Math (6-12)

**College Training:** BS

**CONSENT  
DECEMBER 15, 2021**

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**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/6/021

**Summary of Recruitment Efforts:** Boise School District utilizes a Pool Based approach to hiring. By the time that the position came available, the school district did not have any applicants available in the job pool that were still available. Mr. Bilger is in the process of obtaining his ABCTE Passport to Teaching for Mathematics but has not yet completed the required tests.

**Applicant Name:** Logan Shipley

**Endorsement(s):** CTE-Family and Consumer Science (6-12)

**College Training:** BA

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/1/021

**Summary of Recruitment Efforts:** Boise School District utilizes a Pool Based approach to hiring. The school district did not have any applicants for Family and Consumer Science. As a result, the school district reached out to teachers who held other endorsements who had not been hired to see if they were interested in interviewing for this position. Mr. Shipley was the only one that was interested.

**Applicant Name:** Tina D. Waymam

**Endorsement(s):** Natural Science (6-12)

**College Training:** BA

**Declared Emergency Date:** 8/9/2021

**Hire/Assignment Date:** 7/15/2019

**Summary of Recruitment Efforts:** The employee was already hired to teach Biology on an ABCTE alternate route. The school district did not receive any applicants for the posted position; having candidate teach Chemistry as well as Biology.

**West Ada School District #002**

**Applicant Name:** Megan Felter

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

**College Training:** BS

**Declared Emergency Date:** 10/25/2021

**Hire/Assignment Date:** 10/21/2021

**Summary of Recruitment Efforts:** Half of the students at LCMS have been without a math teacher since September 9th when a recently hired math teacher vacated her position. During the first month, the math grade 8 position was open, there were three completed applications on file. One applicant was interviewed but declined to take another position. The second candidate was concerning due to the report from references that they broke contract in a previous employment position. The third candidate is residing in California and is not available until the 22-23 school year. The candidate pool remains empty.

**CONSENT  
DECEMBER 15, 2021**

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**Meadows Valley School District #011**

**Applicant Name:** Freddy Hernandez

**Endorsement(s):** Physical Education (K-12), Health (K-8)

**College Training:** 118 credits

**Declared Emergency Date:** 8/10/2021

**Hire/Assignment Date:** 8/11/2021

**Summary of Recruitment Efforts:** Upon determining the need for an on-site PE/Health teacher, Meadows Valley School District began seeking a certified candidate. The position was posted on the district website, Star News, and various other sites on 5/21/2021. Only one application was received. Candidate was already a coach within the district.

**St. Maries Joint School District #041**

**Applicant Name:** Marissa Turner

**Endorsement(s):** History (6-12), American Government/Political Science (6-12)

**College Training:** BS

**Declared Emergency Date:** 10/11/2021

**Hire/Assignment Date:** 8/31/2021

**Summary of Recruitment Efforts:** Advertised the position in the local papers, on Handshake and School Springs. Only one applicant applied.

**Plummer-Worley Joint School District #044**

**Applicant Name:** Glenn Sailors

**Endorsement(s):** Biological Science (6-12)

**College Training:** AA

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/30/21

**Summary of Recruitment Efforts:** Interviewed three applicants for the biology position, none had any education background, experience teaching or working with students. Advertising continued for a biology teacher throughout the summer but received no other applicants. The current candidate is endorsed to teach agricultural biology.

**Aberdeen School District #058**

**Applicant Name:** Sadie Pulliam

**Endorsement(s):** English (6-12)

**College Training:** BS

**Declared Emergency Date:** 10/20/2021

**Hire/Assignment Date:** 8/11/2021

**Summary of Recruitment Efforts:** Initially only received one application. Interviewed and offered the position, but it was declined. Admins tried to recruit others, but most declined except two. They were interviewed, one was not suitable. Sadie was an alumni of the district.

**Blain County School District #061**

**Applicant Name:** Laura Georgiades

**CONSENT  
DECEMBER 15, 2021**

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**Endorsement(s):** CTE-Family and Consumer Sciences (6-12)

**College Training:** 60+ credits

**Declared Emergency Date:** 8/10/2021

**Hire/Assignment Date:** 8/16/2021

**Summary of Recruitment Efforts:** Position was posted April 2021. Advertised on Edjoin, Indeed and Handshake from April-August 2021. Multiple emails sent through job notification systems that reaches 4200 people. Interview six candidates. Some had industry experience but not properly endorsed. One was properly endorsed, but could not find housing. Multiple candidates cancelled their application due to the housing crisis. This candidate has industry experience, is currently employed with the district and lives in the area.

**Basin School District #072**

**Applicant Name:** Janelle Marie Kristina LaSalle

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

**College Training:** BA

**Declared Emergency Date:** 10/19/2021

**Hire/Assignment Date:** 8/30/2021

**Summary of Recruitment Efforts:** The first grade class enrollment increased at beginning of 21-22 school year. With over 30 students in one class, district decided to split into two separate classes. After having the position posted for over a month, district was not able to find a qualified candidate with an Idaho teaching credential.

**Butte County School District #111**

**Applicant Name:** Gentry Isham

**Endorsement(s):** All Subject (K-8)

**College Training:** BS

**Declared Emergency Date:** 8/18/2021

**Hire/Assignment Date:** 8/16/2021

**Summary of Recruitment Efforts:** Safety concerns required splitting a grade level with a high number of students to meet COVID distancing requirements and address egress issues. The certified PE teacher was moved to fill the second grade classroom position to ensure most qualified person was in the second grade classroom.

**Notus School District #135**

**Applicant Name:** Matthew Campbell

**Endorsement(s):** PE (K-12), Health (K-12)

**College Training:** MA

**Declared Emergency Date:** 08/9/2021

**Hire/Assignment Date:** 8/9/2021

**Summary of Recruitment Efforts:** PE teacher resigned in July. Immediately advertised on multiple websites. One application was received. Candidate has a BA in Business and MA in Athletic Leadership.

**CONSENT  
DECEMBER 15, 2021**

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**Applicant Name:** Roman Romero

**Endorsement(s):** Music (K-12)

**College Training:** BA

**Declared Emergency Date:** 8/9/2021

**Hire/Assignment Date:** 8/9/2021

**Summary of Recruitment Efforts:** Music teacher resigned June 10, 2021. Immediately advertised on multiple websites. No applicants as of July 27, 2021. Two applicants then applied. Hired candidate with degree in music.

**Orofino Joint School District #171**

**Applicant Name:** Guadalupe Sims

**Endorsement(s):** All Subjects (K-8), World Language-Spanish (K-12)

**College Training:** BA

**Declared Emergency Date:** 10/18/2021

**Hire/Assignment Date:** 8/25/2021

**Summary of Recruitment Efforts:** Posted position as normal for minimum of two weeks. 1 application received.

**Gooding Joint School District #231**

**Applicant Name:** Mallory Smith

**Endorsement(s):** English (6-12)

**College Training:** BA

**Declared Emergency Date:** 9/14/2021

**Hire/Assignment Date:** 8/10/2021

**Summary of Recruitment Efforts:** Vacancy was posted on June 15, 2021 due to the previous teacher leaving the district. Position was posted on district website and EdJobs Idaho. Position was open as of 8/4/2021. None of the applicants that applied were certified. Mallory was the best fit.

**Wendell School District #232**

**Applicant Name:** Riley Jo Johnson

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

**College Training:** AA

**Declared Emergency Date:** 10/11/2021

**Hire/Assignment Date:** 10/19/2021

**Summary of Recruitment Efforts:** Former 4th grade teacher resigned in early October.

**Mountain View School District #244**

**Applicant Name:** Edward Simmons

**Endorsement(s):** All Subjects (K-8), Physical Education (6-12), Health (6-12)

**College Training:** 48 credits

**Declared Emergency Date:** 8/16/2021

**Hire/Assignment Date:** 8/23/2021

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

**CONSENT  
DECEMBER 15, 2021**

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of our very limited pool of candidates that they feel will not only do the job but work well with the school culture and staff.

**Ririe School District #252**

**Applicant Name:** Ericka Johnson

**Endorsement(s):** Math (6-12)

**College Training:** BA

**Declared Emergency Date:** 10/20/2021

**Hire/Assignment Date:** 8/1/2021

**Summary of Recruitment Efforts:** February 9th, the position was posted. Initially was offered and accepted on April 19th. New hire withdrew his acceptance on July 7th, reopening the position. In the second round of interviews, no candidates had a math or teaching certificate.

**Jerome Joint School District #261**

**Applicant Name:** Martha McCuision

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

**College Training:** BA

**Declared Emergency Date:** 7/27/2021

**Hire/Assignment Date:** 8/16/2021

**Summary of Recruitment Efforts:** Jerome Middle School had three applicants for this position, after interviewing all three: one applicant was not certified and her experience was in elementary school and was subsequently hired to replace Martha at the elementary school in the dual immersion program. The other applicant was in Mexico. Advertised on State sites, Indeed and Handshake. However, this came as a surprise to the middle school. The 5th grade teacher had already agreed to move up to the 6th grade position, and at the last minute changed her mind, which left the 6th grade position in a bind.

**Applicant Name:** Genevive Olivas

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

**College Training:** 114 credits

**Declared Emergency Date:** 8/2/2021

**Hire/Assignment Date:** 8/16/2021

**Summary of Recruitment Efforts:** There were three applicants for the position and interviewed all three. One was working towards their counseling degree and did not have any interest in being a classroom teacher. Another candidate was teaching math for the middle school and wanted to stay in their current position to help develop the mathematics curriculum. Genevive works as the registrar and completing a program through BSU and will be going through CSI's program upon degree completion. Position was advertised on State department sites, Indeed and Handshake.

**CONSENT  
DECEMBER 15, 2021**

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**Applicant Name:** Jennifer Vitek

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

**College Training:** 76 credits

**Declared Emergency Date:** 8/2/2021

**Hire/Assignment Date:** 8/16/2021

**Summary of Recruitment Efforts:** Had hired a certified teacher in the Spring of 2021. Late August candidate informed district she was moving to another state. Could not find any Paras close to finishing coursework in education. This applicant was a Para in another district and was in the education program. Position was advertised on State department sites, Indeed and Handshake.

**Coeur d'Alene School District #271**

**Applicant Name:** Maxwell Garrett

**Endorsement(s):** Biological Sciences (6-12)

**College Training:** BS

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/30/21

**Summary of Recruitment Efforts:** This 8th grade Science position needs to have someone with Science Education and/or experience. Mr. Garrick is currently enrolled in the ABCTE program, projected to finish this year and achieve his instructional certificate.

**Applicant Name:** Wilson Ong

**Endorsement(s):** Visual Arts (K-12)

**College Training:** BA

**Declared Emergency Date:** 10/4/2021

**Hire/Assignment Date:** 9/22/2021

**Summary of Recruitment Efforts:** Advertised on district website, Monster, Indeed and Social Media. Out of the six candidates that applied, two were in-district that are not eligible for the position this year per policy. Two did not hold certification that would align with this position and one was an incomplete application. Wilson Ong was the only viable candidate.

**Potlatch School District #285**

**Applicant Name:** Karen Rohn

**Endorsement(s):** All Subjects (K-8), Visual Art (K-12)

**College Training:** BA

**Declared Emergency Date:** 8/18/2021

**Hire/Assignment Date:** 8/25/2021

**Summary of Recruitment Efforts:** Position posted June 5, 2021. No applicants as of August 15, 2021. In response, created a one year temporary position. Had three applicants. Hired the best candidate with a B.F.A in Visual Art.

**Minidoka County Joint School District #331**

**Applicant Name:** Karlene Ashcraft

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



**CONSENT  
DECEMBER 15, 2021**

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**College Training:** AA

**Declared Emergency:** 9/27/2021

**Hire/Assignment Date:** 9/27/2021

**Summary of Recruitment Efforts:** District had four applicants, Karlene was the furthest along with her education-per district. Enrolled with WGU-not student teaching until Fall 2023.

**Applicant Name:** Margarita Espinoza-Henscheid

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

**College Training:** BA

**Declared Emergency:** 8/16/2021

**Hire/Assignment Date:** 8/2/2021

**Summary of Recruitment Efforts:** Position posted on July 7th after previous employee resigned. Two candidates applied. Margarita had the most education.

**Applicant Name:** Amy Hinojosa

**Endorsement(s):** English (6-12)

**College Training:** 65 credits

**Declared Emergency:** 6/14/2021

**Hire/Assignment Date:** 6/14/2021

**Summary of Recruitment Efforts:** Originally five applicants; one of which was hired by our alternative school. We also hired one of the applicants for our Speech position; leaving 3. Out of those three, two are certified. The first candidate did not accept the position due to distance and the other applicant quit short notice at another high school and was not the strongest candidate.

**Applicant Name:** Jasmyn Rogge

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

**College Training:** 84 credits

**Declared Emergency:** 8/16/2021

**Hire/Assignment Date:** 8/16/2021

**Summary of Recruitment Effort:** Student teaching in 2023. Position was posted April 1st and is still posted. Need to fill 55 positions.

**Oneida School District #351**

**Applicant Name:** Richard Anderson

**Endorsement(s):** Biological Science (6-12)

**College Training:** BS

**Declared Emergency Date:** 11/16/2021-board date

**Hire/Assignment Date:** 8/17/2021

**Summary of Recruitment Efforts:** With the growth with the Virtual HS, needed HS teachers with bachelor's degrees with alternative authorizations towards route to certification. Enrolled in ABCTE

**American Falls School District #381**

**Applicant Name:** Chandler Lawrence

**CONSENT  
DECEMBER 15, 2021**

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**Endorsement(s):** Literacy (K-12)

**College Training:** 110 credits

**Declared Emergency:** 8/18/2020

**Hire/Assignment Date:** 8/23/2021

**Summary of Recruitment Efforts:** April 2020 teacher resigned. Opened position in May. Interviewed a potential candidate but was unable to committ. Reopened the position in June. Interviewed Chandler in July; was considered the most promising of the four candidates who applied in July.

**Kellogg School District #391**

**Applicant Name:** Kira Langer

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

**College Training:** BS

**Declared Emergency Date:** 6/7/2021

**Hire/Assignment Date:** 8/30/2021

**Summary of Recruitment Efforts:** Posted position June 7, 2021. A classified employee in district applied with the understanding an Alternative Authorization would be needed due to having a certification in high school English language arts. Candidate was hired, but decided to take a job with another school district two weeks before the start of school. A week later Kira applied, again with the understanding an Alt Auth would be needed. Hired within a week of school starting in order to have a teacher in the classroom.

**Teton School District #401**

**Applicant Name:** Molley Alles

**Endorsement(s):** CTE-Business Technology (6-12)

**College Training:** BS

**Declared Emergency Date:** 6/14/2021

**Hire/Assignment Date:** 6/1/2021

**Summary of Recruitment Efforts:** Adverstised on internal website, Edjobs, through the newspaper and Facebook. Interviewed one person. No other applicants or interest.

**Applicant Name:** Emmanuel Candiani

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

**College Training:** 118 credits

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/25/2021

**Summary of Recruitment Efforts:** Adverstised through internal site, as well as Newspaper and Edjobs. Elementary position that requires the teacher to speak fluent Spanish. Always very hard to fill and maintain teacher in these positions. Had lined up a teacher from Brazil, but visa process won't allow her to get here in time.

**Applicant Name:** Leah Dow-Sanchez

**Endorsement(s):** World-Language Spanish (6-12)

**CONSENT  
DECEMBER 15, 2021**

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**College Training:** MA

**Declared Emergency Date:** 8/9/2021

**Hire/Assignment Date:** 7/27/2021

**Summary of Recruitment Efforts:** Since the 18-19 school year, this will be the district's 4th Spanish teacher. All which have been on alternative authorizations or emergency hires. Advertised on website, through internal channels, newspaper and Edjobs.

**Twin Falls School District #411**

**Applicant Name:** Mickey Carter

**Endorsement(s):** English (6-12)

**College Training:** BA

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/9/2021

**Summary of Recruitment Efforts:** This opening started with two positions available. However, due to an unexpected resignation, it increased to three. We hired all three positions during the Summer and one applicant decided to decline the job offer. The vacancy stayed open the remaining of the Summer until this applicant was hired on August 9th, which was the first day of the teachers contracts.

**Applicant Name:** Michael Easterling

**Endorsement(s):** Natural Science (6-12)

**College Training:** AA

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/12/2021

**Summary of Recruitment Efforts:** This position had been open since May 23, 2021 and had not been able to find a qualified certified candidate. One candidate that had been interviewed accepted a position elsewhere in the district. School was going to start on August 16th and this applicant was hired August 12th.

**Applicant Name:** Gail Joy

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

**College Training:** BS

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/26/2021

**Summary of Recruitment Efforts:** Seven applied, four were interviewed. Position was offered to an applicant on 7/30/21. They declined this job offer to accept another within the district. Another applicant accepted the position on 8/13/2021. This applicant resigned on 8/24/2021 due to personal reasons. School had been in session for over a week and there were no new certified candidates to hire at that point. Gail was hired on 8/26/2021.

**Applicant Name:** Jared Lemon

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

**College Training:** BS

**CONSENT  
DECEMBER 15, 2021**

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**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/11/2021

**Summary of Recruitment Efforts:** Four applicants applied. One was interviewed. Position was opened in late June and did not have any qualified certified applicants apply. With school starting August 16th, position was offered to the applicant with a start date of 8/11/2021.

**Applicant Name:** Jasmine Victorious

**Endorsement(s):** CTE-Family and Consumer Sciences (6-12)

**College Training:** AA

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/12/2021

**Summary of Recruitment Efforts:** Position offered to an applicant on 7/16/2021. She decided to accept a position outside of the school district. Did not receive another qualified certified candidate. This applicant applied for the position in August and hired on August 12th.

**Buhl School District #412**

**Applicant Name:** Kelsey Lentz

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

**College Training:** BA

**Declared Emergency Date:** 7/19/2021

**Hire/Assignment Date:** 8/11/21

**Summary of Recruitment Efforts:** Did not meet the requirements for the rubric on the Content Specialist application. ABCTE content knowledge test not scheduled until December 2021.

**Monticello Montessori Public Charter School #474**

**Applicant Name:** Tiffany Ford

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

**College Training:** 48 credits

**Declared Emergency Date:** 10/14/2021

**Hire/Assignment Date:** 11/1/2021

**Summary of Recruitment Efforts:** Three applicants were received and two were interviewed. Candidate has been a Para in area schools for years. Worked as MMCS for a couple of years as a TA. Her experience as a Title I Para increased her ability to teach children to read. The class needing a teacher has students below reading level.

**Another Choice Charter School #476**

**Applicant Name:** Kevin Dorrian

**Endorsement(s):** US History (6-12)

**College Training:** BA

**Declared Emergency Date:** 6/8/2021

**Hire/Assignment Date:** 8/1/2021

**CONSENT**  
**DECEMBER 15, 2021**

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**Summary of Recruitment Efforts:** Advertised online for position. School has worked with candidate in the past. Currently working towards Limited Occupational Specialist CTE certification.

**Applicant Name:** Whitney Oliver

**Endorsement(s):** English (6-12), Literacy (K-12)

**College Training:** BA

**Declared Emergency Date:** 8/18/21

**Hire/Assignment Date:** 7/28/21

**Summary of Recruitment Efforts:** Advertised on website for over four months. Only two people applied. School is in significant need in teaching reading to our students. The staff that applied had the skill set but not the endorsement. Currently working towards the endorsement.

**Heritage Community Charter School #481**

**Applicant Name:** Jesus Cervantes

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

**College Training:** 60 credits

**Declared Emergency Date:** 10/14/2021

**Hire/Assignment Date:** 10/15/2021

**Summary of Recruitment Efforts:** Teacher of Record submitted resignation in September. The board released her from her contract at the October 14th meeting. The candidate has been a long-term sub since August 30th. She has nine years of experience as a paraprofessional in the Spanish Kindergarten classroom. To remain consistent with the students is paramount.

**Doral Academy of Idaho #550**

**Applicant Name:** Drew Turbow

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

**College Training:** BA

**Declared Emergency Date:** 10/27/2021

**Hire/Assignment Date:** 10/27/2021

**Summary of Recruitment Efforts:** Position was posted on Indeed and through word of mouth. No applicants applied. Candidate was employed as a behavior interventionist and applied for teaching position. Enrolled with ABCTE.

**Pupil Service Staff Certificate - School Psychologist Applications**

**Jefferson Joint School District #251**

**Applicant Name:** Tanner Boyer

**Endorsement(s):** Psychologist

**College Training:** BS

**Declared Emergency Date:** 7/14/2021

**Hire/Assignment Date:** 9/1/2021

**Summary of Recruitment Efforts:** 0 applications were received. Job was posted from February of 2021-July 2021.

**CONSENT  
DECEMBER 15, 2021**

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**Couer d'Alene School District #271**

**Applicant Name:** Savanna Dierks

**Endorsement(s):** School Psychologist

**College Training:** BS

**Declared Emergency Date:** 6/7/2021

**Hire/Assignment Date:** 8/30/2021

**Summary of Recruitment Efforts:** Advertised for position. Three out of four wanted paid internship. The fourth was not qualified.

**Post Falls School District #273**

**Applicant Name:** Megan Taylor

**Endorsement(s):** School Psychologist

**College Training:** BA

**Declared Emergency Date:** 9/13/2021

**Hire/Assignment Date:** 8/30/2021

**Summary of Recruitment Efforts:** Advertised on district website, with universities and the newspaper. One School Psychologist resigned, leaving the district with a vacancy. The district has the need for five and currently is employing three. The two openings have been posted since March. There have been no qualified (certified) applicants for the positions.

**COSSA #555**

**Applicant Name:** Toni Shantel Chadez-Farnetti

**Endorsement(s):** School Psychologist

**College Training:** BS

**Declared Emergency Date:** 6/21/21

**Hire/Assignment Date:** 8/12/2021

**Summary of Recruitment Efforts:** Advertised on SchoolSpring and Indeed. No other viable applicants.

**IMPACT**

If an emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position as required by Section 33-1201, Idaho Code, and funding could be impacted.

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1201, Idaho Code, "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education...." Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years accredited college training, except in "the limited fields of trades and industries, and specialists certificates of school librarians and school nurses." In the case of emergencies, which must be declared, "the State Board may authorize the

**CONSENT**  
**DECEMBER 15, 2021**

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issuance of provisional certificates based on not less than two (2) years of college training.”

Section 33-512(15), Idaho Code, defines substitute teachers as “as any individual who temporarily replaces a certificated classroom educator....” Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts use a long-term substitute prior to requesting emergency provisional certification for the individual. The individual that the school district is requesting emergency certification for may have been in the classroom as a long-term substitute for the entire school term. Salary based apportionment is calculated based on school district employee certification. A school district or charter school receives a lesser apportionment for noncertificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the lesser-classified staff rate.

A process for approving provisional certificates was approved by the Board at the April 2019 Regular Board meeting to limit the timeline for emergency provisional certificates to come to the Board to incentivize school districts and charter schools to request emergency provisional certification earlier in the school year rather than waiting until the end of the school year. The approved provisions required requests, for the current school year, to come to the Board at no later than the April Regular Board meeting. The process was amended at the August 2019 Regular Board meeting to provide an extension of this timeframe “subject to extenuating circumstances” such as when a local education agency loses a staff member after the January Commission meeting deadline. In order to meet the April Board meeting agenda material deadline in March of each year, the certification request is required to be submitted no later than January of each year to make it through the Commission/Department process. Due to the length of time it was taking to process the requests when commission recommendations were included in the process, the Board amended the process again at the August 2021 Regular Board meeting limiting the recommendation process to recommendation from Department certification staff or Division of Career Technical Education staff as applicable to the type of certification. The Department staff have forwarded those application they recommend for approval.

**BOARD ACTIONS**

I move to approve the recommendation by the State Department of Education for one-year emergency provisional certificates to be awarded in the endorsement area(s) at the specified school districts as provided herein for the 2021-22 school year for the following individuals: Mason Bilger, Logan Shipley, Tina Wayman, Megan Felter, Freddy Hernandez, Marissa Turner, Glenn Sailors, Sadie Pulliam, Laura Georigiades, Janelle Marie Kristina LaSalle, Gentry Isham, Matthew Campbell, Roman Romero, Guadalupe Sims, Mallory Smith, Riley Jo Johnson, Edward Simmons, Ericka Johnson, Martha McCuisition, Genevive Olivas, Jennifer Vitek, Maxwell Garrett, Wilson Ong, Karen Rohn, Karlene Ashcraft, Margarita Espinoza-Henscheid, Amy Hinojosa, Jasmyn Rogge, Richard Anderson, Chandler

**CONSENT**  
**DECEMBER 15, 2021**

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Lawrence, Kira Langer, Molley Alles, Emmanuel Candiani, Leah Dow-Sanchez, Mickey Carter, Michael Easterling, Gail Joy, Jared Lemon, Jasmine Victorious, Kelsey Lentz, Tiffany Ford, Kevin Dorrian, Whitney Oliver, Jesus Cervantes, and Drew Turbow.

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

I move to approve the request by State Department of Education for one-year emergency provisional certificates in the School Psychology endorsement area at the specified school districts as provided herein for the 2021-22 school year for the following individuals: Tanner Boyer, Savannah Dierks, Megan Taylor, and Toni Shantel Chadez-Farnetti.

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



**CONSENT  
DECEMBER 15, 2021**

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**PROFESSIONAL STANDARDS COMMISSION**

**SUBJECT**

Idaho State University New Program Proposal: Computer Science (6-12)

**REFERENCE**

February 2015	Board conditionally approved Boise State University's computer science endorsement program for certification purposes.
August 2021	Board conditionally approved the University of Idaho's computer science endorsement program for certification purposes.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section 33-114, 33-1254, and 33-1258, Idaho Code  
Idaho Administrative Code, IDAPA 08.02.02, Section 100 - Official Vehicle for the Approval of Teacher Preparation Programs

**BACKGROUND/DISCUSSION**

During the September 2021 meeting of the Professional Standards Commission (PSC), the Standards Committee of the PSC conducted a desk review of a new program proposed by Idaho State University leading to a Computer Science (6-12) endorsement. Through review of the proposal, the Standards Committee gained a clear understanding the programs are aligned to Idaho Teacher Leader Standards and endorsement language in IDAPA 08.02.02.

On September 17, 2021, the full PSC voted to recommend ISU's Computer Science (6-12) program to the State Board of Education for conditional approval. With conditionally approved status, ISU may admit candidates to the program. The new program will be revisited during a regularly scheduled educator preparation program review.

**IMPACT**

Local education agencies will have the ability to hire program completers with demonstrated skill and experience in teaching computer science.

**ATTACHMENTS**

Attachment 1 – New Program Proposal, Computer Science (6-12)

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-114, Idaho Code, the review and approval of all teacher preparation programs in the state is vested in the State Board of Education. The program reviews are conducted for the Board through the PSC. Recommendations are then brought forward to the Board for consideration. The

**CONSENT**  
**DECEMBER 15, 2021**

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review process is designed to ensure the programs are meeting the Board-approved standards for Initial Certification of Professional School Personnel (Certification Standards) for the applicable program areas. Certification Standards are designed to ensure that educators are prepared to teach the state content standards for their applicable subject areas and are up-to-date on best practices in various teaching methodologies.

Educator preparation programs consist of two major parts; the core educator preparation required for all administrators, instructional staff, or pupil service staff (as applicable to the certification area) and program/area specific preparation that is tied to the area of endorsement. Full program reviews evaluate the full program (core and endorsements areas) as a whole against the certification core standards and all of the program specific standards. New “program” reviews for new endorsement programs delivered by an educator preparation program that has already been approved are to review the endorsement program against the standards specific to that endorsement area.

Current practice is for the PSC to review new programs and make recommendations to the Board regarding program approval through a “Desk Review” and do not include an on-site review. The PSC review process evaluates whether or not the programs meet or will meet the Board approved certification standards for the applicable program and endorsement area.

The PSC may recommend to the Board that a program be “Approved,” “Not Approved,” or “Conditionally Approved.” Programs conditionally approved are required to have a subsequent focus visit. The focus visit is scheduled three years following the conditional approval, at which time the PSC forwards a new recommendation to the Board regarding approval status of the program.

Once approved by the Board, candidates completing this program will be able to apply for a Standard Instructional Certificate with a computer science endorsement.

Staff recommends approval.

**BOARD ACTION**

I move to accept the recommendation of the Professional Standards Commission to conditionally approve Idaho State University’s Computer Science (6-12) program for certification.

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

# **NEW/REVISED PROGRAM FOR EDUCATOR CERTIFICATION: REQUEST FORM**

<b>Name of Institution</b>	Idaho State University	<b>Date of Submission</b>	Aug, 19, 2021
<b>New Program Name</b>		<b>Certification/Endorsement</b>	Computer Science 6-12

<p><b>All new educator preparation programs from public institutions require <a href="#">Program Review and Approval by the State Board of Education</a>.</b></p>	<p>Is this a request from an Idaho <b>public</b> institution? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, on what date was the Proposal Form submitted to the State Board of Education? <i>Click or tap to enter a date.</i></p>
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**Section I:** Please document how the program will cover the knowledge and performance standards outlined in the standards.

**Directions:** The table below includes the name of each standard. Complete the table by adding the specific knowledge and performance enhancement standards that are applicable to the new program. Please be as detailed as possible regarding how the new program aligns with current standards. Do not link to outside documents or websites. If you wish to include supporting documents, please condense into one document with a clear title and explanation of how the information supports the request. This request form must be submitted at least two weeks before the next scheduled Professional Standards Commission (PSC) meeting (schedule can be found on the [PSC webpage](#)). Request forms missing dated signatures will not be considered. Pupil Personal Preparation programs will need to revise the standards to address the content specific standards. Standards can be found in the [Idaho Standards for Initial Certification of Professional School Personnel](#).

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
<b>Standard 1 Learner Development</b>	1(a) The teacher understands digital citizenship.  1(b) The teacher promotes and models digital citizenship.	<i><b>CS 3316 Social Issues and Professional Practices in Computing</b></i>
<b>Standard 2 Learning Difference</b>	2(a) The teacher understands the role of language and culture in learning computer science and knows how to modify instruction to make language comprehensible and instruction relevant, accessible, and challenging.	<i><b>EDUC 4491 (or CS 4491) Methods of Teaching Computer Science (Unit/Lesson Plan)</b></i>
<b>Standard 3 Learning Environments</b>	3(a) The teacher understands how to design environments that promote effective teaching and learning in computer science classrooms and promote digital citizenship 3(b) The teacher promotes and models the safe and effective use of computer hardware, software, peripherals, and networks. 3(c) The teacher develops student understanding of privacy, security, safety, and effective communication in digital environments.	<i><b>CS 1337 System Programming and Assembly EDUC 4491 (or CS 4491) Methods of Teaching Computer Science (Unit/Lesson Plan) EDUC 3311 Instructional Technology</b></i>

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
<b>Standard 4 Content Knowledge</b>	<p>4(a) The teacher understands data representation and abstraction.</p> <p>4(b) The teacher understands how to effectively design, develop, and test algorithms.</p> <p>4(c) The teacher understands the software development process.</p> <p>4(d) The teacher understands digital devices, systems, and networks.</p> <p>4(e) The teacher understands the basic mathematical principles that are the basis of computer science, including algebra, set theory, Boolean logic, coordinating systems, graph theory, matrices, probability, and statistics.</p> <p>4(f) The teacher understands the role computer science plays and its impact in the modern world.</p> <p>4(g) The teacher understands the broad array of opportunities computer science knowledge can provide across every field and discipline.</p> <p>4(h) The teacher understands the many and varied career and education paths that exist in Computer Science</p>	<p><i><b>CS 1181 Computer Science and Programming I</b></i></p> <p><i><b>CS 1187 Applied Discrete Structures</b></i></p> <p><i><b>CS 1337 System Programming and Assembly</b></i></p> <p><i><b>CS 2235 Data Structures and Algorithms</b></i></p> <p><i><b>CS 3316 Social Issues and Professional Practices in Computing</b></i></p> <p><i><b>CS 3321 Introduction to Software Engineering</b></i></p> <p><i><b>EDUC 4491 (or CS 4491) Methods of Teaching Computer Science (Unit/Lesson Plan)</b></i></p>
	<p>4(i) The teacher demonstrates knowledge of and proficiency in data representation and abstraction. The teacher:</p> <ul style="list-style-type: none"> <li>• Effectively uses primitive data types.</li> <li>• Demonstrates an understanding of static and dynamic data structures.</li> <li>• Effectively uses, manipulates, and explains various external data stores: various types (text, images, sound, etc.), various locations (local, server, cloud), etc.</li> <li>• Effectively uses modeling and simulation to solve real-world problems</li> </ul> <p>4(j) The teacher effectively designs, develops, and tests algorithms. The teacher:</p> <ul style="list-style-type: none"> <li>□ Uses a modern, high-level programming language, constructs correctly functioning programs involving simple and structured data types; compound Boolean expressions; and sequential, conditional, and iterative control structures.</li> <li>• Designs and tests algorithms and programming solutions to problems in different contexts (textual, numeric, graphic, etc.) using advanced data structures.</li> <li>• Analyzes algorithms by considering complexity, efficiency, aesthetics, and correctness.</li> <li>• Effectively uses two or more development environments.</li> </ul>	<p><i><b>CS 1187 Applied Discrete Structures</b></i></p> <p><i><b>CS 1337 System Programming and Assembly</b></i></p> <p><i><b>CS 2235 Data Structures and Algorithms</b></i></p> <p><i><b>CS 3316 Social Issues and Professional Practices in Computing</b></i></p> <p><i><b>CS 3321 Introduction to Software Engineering</b></i></p> <p><i><b>EDUC 4491 (or CS 4491) Methods of Teaching Computer Science (Unit/Lesson Plan)</b></i></p>

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
	<ul style="list-style-type: none"> <li>• Demonstrates knowledge of varied software development models and project management strategies.</li> <li>• Demonstrates application of phases of the software development process on a project of moderate complexity from inception to implementation.</li> </ul> <p>4(k) The teacher demonstrates knowledge of digital devices, systems, and networks. The teacher:</p> <ul style="list-style-type: none"> <li>• Demonstrates an understanding of data representation at the machine level.</li> <li>• Demonstrates an understanding of machine level components and related issues of complexity.</li> <li>• Demonstrates an understanding of operating systems and networking in a structured computing system.</li> <li>• Demonstrates an understanding of the operation of computer networks and mobile computing devices.</li> </ul> <p>4(l) The teacher demonstrates an understanding of the role computer science plays and its impact in the modern world. The teacher:</p> <ul style="list-style-type: none"> <li>• Demonstrates an understanding of the social, ethical, and legal issues and impacts of computing, and the attendant responsibilities of computer scientists and users.</li> <li>• Analyzes the contributions of computer science to current and future innovations in sciences, humanities, the arts, and commerce.</li> </ul> <p>4(m) The teacher demonstrates an understanding of the basic mathematical principles that are the basis of computer science including algebra, set theory, Boolean logic, coordinating systems, graph theory, matrices, probability, and statistics.</p>	
<b>Standard 5 Application of Content</b>	<p>5(a) The teacher understands the academic language and conventions of computer science and how to make them accessible to students.</p> <p>5(b) The teacher designs activities that require students to effectively describe computing artifacts and communicate results using multiple forms of media.</p>	<b><i>EDUC 4491 (or CS 4491) Methods of Teaching Computer Science (Unit/Lesson Plan)</i></b>
<b>Standard 6 Assessment</b>	NONE	
<b>Standard 7 Planning for Instruction</b>	7(a) The teacher understands the planning and teaching of computer science lessons/units using effective and engaging practices and methodologies.	<b><i>EDUC 4491 (or CS 4491) Methods of Teaching Computer Science (Unit/Lesson Plan)</i></b>

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
	7(b) The teacher selects a variety of real-world computing problems and project-based methodologies that support active learning. 7(c) The teacher provides opportunities for creative and innovative thinking and problem solving in computer science. 7(d) The teacher develops student understanding of the use of computer science to solve interdisciplinary problems.	
<b>Standard 8 Instructional Strategies</b>	8(a) The teacher understands the value of designing and implementing multiple instructional strategies in the teaching of computer science. 8(b) The teacher demonstrates the use of a variety of collaborative groupings in lesson plans/units, software projects, and assessments. 8(c) The teacher identifies problematic concepts in computer science and constructs appropriate strategies to address them.	<b><i>EDUC 4491 (or CS 4491) Methods of Teaching Computer Science (Unit/Lesson Plan)</i></b>
<b>Standard 9 Professional Learning and Ethical Practice</b>	9(a) The teacher demonstrates knowledge of evolving social and research issues relating to computer science and computer science education.	<b><i>CS 3316 Social Issues and Professional Practices in Computing</i></b>
<b>Standard 10 Leadership and Collaboration</b>	NONE	

## Section II: New Program Course Requirements

**Directions:** Copy the endorsement language from [IDAPA 08.02.02 - Rules Governing Uniformity](#), into the space below, and list the specific course requirements for the new program, including course numbers, titles, and course descriptions. Explain how the program will meet the requirements listed in the IDAPA endorsement language.

Supporting documents may be considered if they clearly explain how the documents support the request. Ensure each supporting document is clearly titled, and combine all supporting documents into one file. Links to outside documents or websites will not be considered.


IDAPA 08.02.02.022.09

**09. Computer Science (5-9 or 6-12).** (7-1-21) **a** Twenty (20) semester credit hours of course work in computer science, including course work in the following areas: data representation and abstraction; design, development, and testing algorithms; software development process; digital devices systems network; and the role of computer science and its impact on the modern world; or (7-1-21) **b**. Occupational teacher preparation pursuant to Subsections 015.04 through 015.06. (7-1-21)

**New Computer Science Teaching Endorsement 20 credits**

**Requirements**

CS 1181 or INFO 1181	Computer Science and Programming I	3
CS 1187	Applied Discrete Structures	3
CS 1337	System Programming and Assembly	3
CS 2235	Data Structures and Algorithms	3
CS 2263	Advanced Object-Orientated Programming	3
CS 3316	Social Issues and Professional Practices in Computing	3
CS 3321	Introduction to Software Engineering	3
EDUC 4491 or CS 4491	Methods of Teaching Computer Science	3
<b>Total Credits</b>		<b>24</b>

<b>Signature of College Chair/Director/Dean</b>		<b>Date</b>	8/30/2021
<b>Signature of Graduate Chair/Director/Dean, or other official (if applicable)</b>		<b>Date</b>	

*\*Applications without appropriate dated signatures will not be considered.*



# Computer Science Endorsement

## *Course Descriptions*

### ***CS 1181 Computer Science and Programming I: 3 semester hours.***

Problem solving methods and algorithm development with an emphasis on programming style. Secure software design/coding concepts for resilient software. Equivalent to INFO 1181. Satisfies Objective 7 of the General Education Requirements. PRE-or-COREQ: MATH 1143 or MATH 1147. F, S

### ***CS 1187 Applied Discrete Structures: 3 semester hours.***

Discrete structures in CS and EE. Boolean algebra and logic; sets, functions, and relations; iteration, recursion, and induction; algorithms; programming in pseudocode; basic counting principles; graphs and trees; and other selected topics from discrete mathematics. Equivalent to **MATH 1187**. PREREQ: **CS 1181/INFO 1181**. S

### ***CS 1337 Systems Programming Assembly: 3 semester hours.***

Effect of computer architecture on the performance and correctness of code including data representation, machine language, compilation, code optimization, memory hierarchy, linking, pipelining, virtual memory, I/O and storage, and operating systems. Assembly programming. PREREQ: **CS 1181**. F

### ***CS 2235 Data Structures and Algorithms: 3 semester hours.***

Implementation, usage, and design concerns of important data structures and their operations. Implementation and discussion of basic search and sorting algorithms. Discussion will include both  $O(n \log n)$  and linear sorting algorithms. Incorporates aspects of time complexity and asymptotic analysis of algorithms. Students will be required to develop small to medium sized programs. PREREQ: **CS 1181**. F,S

### ***CS 2263 Advanced Object-Oriented Programming: 3 semester hours.***

Advanced software development with an object-oriented focus. Design, implementation, and testing of several large programs using current technologies. Includes a discussion of the philosophy, application, and examples of object-oriented concepts and techniques; comprehensive survey of software engineering design patterns. PREREQ: **CS 2235**. S

### ***CS 3316 Social Issues and Professional Practices in Computing: 3 semester hours.***

Societal impact of computer technology, the computer scientist's place in society, ethical issues. Reading, discussion, and writing seminar. Essential skills for finding, applying for, and obtaining internships in CS. PREREQ: **ENGL 3307** or **ENGL 3308**. F



***CS 3321 Introduction to Software Engineering: 3 semester hours.***

Techniques and tools for conceiving, designing, testing, deploying, maintaining, and documenting large software systems with particular focus on the structured analysis and design phases including task analysis, human factors, costs, and project and team management. PREREQ: CS 2263. F

***EDUC 4491/CS 4491 Methods of Teaching Computer Science: 3 semester hours.***

This course will draw on existing coursework and pedagogical knowledge in computer science to provide secondary teaching majors with the content background and experiences to be effective computer science teachers. Field Experience required. Minimum grade of C or higher. Prerequisites: EDUC 3308; at least 15 credits of CS coursework.