

## **PERSONNEL/STUDENT AFFAIRS COMMITTEE AGENDA**

March 16-17, 2000  
8:45 – 10:00am  
Boise State University  
Boise, Idaho

<b>ITEM</b>	<b>PAGE</b>
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**\*NOTE:** Personnel actions of any kind that have annual salary amounts at or over \$95,000 are placed on the Non-Routine Agendas. Normally these items are reviewed with the presidents in Committee, and may or may not be discussed during Committee Reports. (However, if a Board member would like to discuss

a specific item during Committee Reports, they may bring it forth.)

1. **COMMITTEE ACTION:** Minutes of the January, 2000 Meeting

Minutes are approved by consensus.

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**PERSONNEL/STUDENT AFFAIRS COMMITTEE**

**DRAFT**

Unapproved Minutes  
January 24, 2000  
Boise State University  
Boise, Idaho

Board Members: Tom Boyd (chair)  
Harold W. Davis

Participants: Dr. Michael Burke, Dr. Robert Hoover, Dr. James Hottois, Mr. Jerry Meyerhoeffler, Dr. Charles Ruch, Ms. Jennifer Fisher, Mr. Ron Darcy, Mr. Peter Morrill and Dr. Mike Rush.

1. The minutes of the November 18, 1999 Meeting were approved by consensus.
2. Routine Agency/Institution Agendas

*Idaho Public Television*

Mr. Davis expressed concerns to Mr. Morrill regarding what he felt was an imbalance in IPTV's reporting of topics regarding homosexuality. In particular, he was concerned about the airing of Frontline's Hating Gays program while hate crimes committed by homosexuals against those in the straight community are not reported. He felt there were many other issues such as the nuclear industry, etc. that are not presented in a balanced manner. He asked when other points of view would be shown and identified so people can see both sides of an issue.

Mr. Morrill said the Frontline series has been on public television for over a decade and has established a reputation for looking at difficult issues. He said Frontline is not previewed by stations and is a part of the core PBS program feed. He felt the program has established itself as bringing the best in journalism to television and encouraged everyone to watch the program. If anyone feels there are

aspects to the topic which are missed, he would like to hear those opinions and said he would pass them on to the program's producers.

Mr. Davis felt the issue was always addressed from the perspective of hating the homosexual community. And that while the homosexual community is also guilty of murder

**DRAFT**

or crimes against another community, nothing is reported. He felt that indicated an imbalance and felt the role of public television to provide balanced programming.

Mr. Boyd asked if IPTV aired all Frontline programs. Mr. Morrill responded that they do not censor any of the programs.

Mr. Boyd asked if there were any plans to go back to the format of airing Idaho Reports every evening as opposed to just Friday evening. Mr. Morrill said they would like to air the program every evening, but due to funding limitations could only do so once a week. The funding for the once-a-week program is through private funding (The Laura Moore Cunningham Foundation) and to date they have not found sufficient funds to bring it back on a daily basis. Mr. Boyd asked if money dedicated to that program would stay there if the system's funds were cut. Mr. Morrill said he would try to spend the money where it was intended to be spent. He said in order to air the program daily, IPTV would need an additional \$50,000 for capital improvements and another \$75,000 for airing costs. Mr. Morrill said the digital conversion expense was his highest priority and he is working to comply with those mandates.

Mr. Boyd said he was impressed that the Boise based program HomeFix was going national. Mr. Morrill said nearly 30 stations have picked up the program.

Mr. Morrill noted that IPTV is audio streaming over the Internet the live floor debates of the House and the Senate as well as all of the budget presentations.

### *Idaho School for the Deaf and the Blind*

Mr. Darcy said they have had problems hiring staff for their program, but have found someone for a counseling position that has been vacant for several months.

### 3. Non-Routine Agency/Institution Agendas

#### *University of Idaho*

### **2.8 Athletics:** Tom Cable - Head Football Coach

Dr. Hoover said \$10,000, \$20,000 and \$30,000 penalties will be put in athletic contracts for anyone leaving early.

Dr. Hoover said Mr. Cable's \$120,016.00 base salary is in the middle range for coaches in peer conferences. The additional compensation packages will bring his compensation to a little higher than in peer conferences.

## **DRAFT**

### *Other*

Dr. Hoover, Dr. Hottois and Dr. Ruch reviewed their institution's non-routine agenda items.

#### 4. Committee Forum

### *Presidents*

Dr. Ruch said there was an issue regarding the State Housing Authority, but that it would be discussed in greater detail during the Legislative Affairs Committee report.

Dr. Ruch said the Governor has suggestions to strengthen PERSI that have been strongly endorsed on campus. Mr. Meyerhoeffer said increasing the multiplier (one of the Governor's suggestions) would benefit employees. He also noted that Idaho is the only state in the region that does not have a multiplier of at least that amount.

Mr. Davis asked what the degree of risk would be if the suggestions were implemented. Dr. Ruch said there was a cushion far beyond the extent of the risk. Mr. Mike Killworth said the Legislative Affairs Committee would be bringing the topic to the Board during its report.

Dr. Hoover asked if the Board would be reviving the meetings with local legislators when it visits the various campuses, and that if they were, the institutions would need time to make preparations. Mr. Davis said the intent of the meetings was to educate legislators regarding exiting standards. Mr. Boyd said he would talk to Board members and see what they would like to do.

Mr. Davis said Ricks College plans to invite Board members to tour their facility on Wednesday, April 19. He thought there might be an opportunity on the way to Rexburg to stop and visit the Rigby High School to see their virtual high school program.

The committee was advised that the Vice Presidents for Student Affairs are planning to meet with the Student Body Presidents on April 19 in Idaho Falls for a training session. They hope to include members of the Board for questions and/or dinner. Mr. Davis suggested the meeting occur on the Ricks College campus. He also advised the committee that the Idaho Falls Center for Higher Education may be planning something for April 20.

Ms. Jennifer Davis said it has become increasingly difficult for the community advisory boards around the state to meet with the presidents. To address the problem, it has been suggested that the day prior to a Board meeting be set aside for a meeting.

## **DRAFT**

### *Agency Heads*

Mr. Darcy advised the committee that the ISDB is being reviewed by the Department of Education.

Mr. Morrill said the Governor had asked for \$2.5M in his budget address for IPTV's digital conversion. The Governor also moved the IPTV request for \$4.7M from the replacement capital category of their budget to the Permanent Building Fund. Mr. Davis asked if the change would mean they would be approximately \$2.5M short of the money needed for the first year conversion and, if so, how that would be addressed. Mr. Morrill responded that that was correct, but he has not done a complete engineering study on what the \$2.5M will buy towards the conversion. He felt it would take care of two of the three items that needed to be addressed in next year's construction: 1) the transmitter facilities at Deer Point and 2) the connection between the transmitter facilities and the building. The third item, the purchase of master control equipment, will need to be addressed later. Until that time, PBS is offering a package that allows the stations to take programming directly from the satellite to their transmitter. However, picking up programs in that way will preclude any local manipulating of the signal, i.e. if a program is broadcast at Eastern time, it will be broadcast in Mountain or Pacific time simultaneously.

Mr. Davis asked if the \$2.2M will be deferred to year two or three. Mr. Morrill said it would and that the year two request would be for \$5.5M plus the \$2.2M, with a year three request in the amount of \$2.5M.

Mr. Boyd asked what the conversion deadline was. Mr. Morrill said it was May, 2003. Mr. Boyd felt that at some point it needed to be pointed out rather loudly that IPTV would need up to \$8M in one year. Mr. Morrill said the budget analysts are aware of the situation and that he would be addressing it in his budget presentation.

Mr. Boyd asked what would happen at the end of three years if they did not get all of the money. Mr. Morrill replied that by that time they need to have five digital transmitters on the air broadcasting locally manipulated material. It is still uncertain what will happen if that requirement is not met, but it is hoped that the U.S. Congress will intercede and give some assistance.

### *Faculty Presidents*

Dr. Linda Petlichkoff reported on the November meeting of faculty presidents where they generated a letter to Governor Kempthorne (a copy was sent to Mr. Davis). She has received encouraging comments from the Governor regarding support for faculty compensation. Mr. Davis invited her to attend his JFAC presentation as he will be addressing both K-12 and postsecondary teacher pay.

**DRAFT**

*Student Body Presidents*

Mr. Boyd reported Mr. Bart Cochran has been elected ASUI President.

*Other*

Mr. Davis said that with the changes in the JFAC presentation dates, Board members are finding it difficult to rearrange their schedules so they can attend and asked that presenters be aware that they may not have a Board member in attendance.

**2. BOARD ACTION:** Routine Agenda Items

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the Routine Agency and Institution Agenda Items for the Idaho Division of Vocational Rehabilitation, the Idaho School for the Deaf and the Blind, Idaho Public Television, Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho as submitted.

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.1 Appointments**

Michele Clarke - Rehabilitation Counselor

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$28,121.60

Effective Date: January 24, 2000

Rationale: Replacement

Richard W. Irving - Rehabilitation Counselor

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$27,560.00

Effective Date: January 31, 2000

Rationale: Replacement

Russell E. Griffith - Temporary Rehabilitation Counselor

FTE/Term: .5

Proposed Annual Salary: \$28,121.60

Effective Date: February 14, 2000

Rationale: Temporary Replacement

**2.3 Changes in Salary, Rank, Title, Duties or Status**

David C. Cooper - IT Resource Manager

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$56,555.20

Current Annual Salary: \$56,555.20

Amount and Percent: 0

Effective Date: December 26, 1999

Rationale: Classified to Non-Classified

Arnold K. Wallace - Financial Specialist, Sr.

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$48,443.20

Current Annual Salary: \$48,443.20

Amount and Percent: 0

Effective Date: December 26, 1999

Rationale: Classified to Non-Classified



**IDAHO DIVISION OF VOCATIONAL REHABILITATION****March 16-17, 2000**

Gary L. Nelson - IT Network Analyst

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$41,454.40

Current Annual Salary: \$41,454.40

Amount and Percent: 0

Effective Date: December 26, 1999

Rationale: Promotion, and Classified to Non-Classified

Alan R. Shaber - IT Systems Analyst

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$44,366.40

Current Annual Salary: \$44,366.40

Amount and Percent: 0

Effective Date: January 9, 2000

Rationale: Promotion and Classified to Non-Classified

Christopher Campbell - IT Programmer Analyst

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$30,264.00

Current Annual Salary: \$26,104.00

Amount and Percent: 16%

Effective Date: January 9, 2000

Rationale: Promotion and Classified to Non-Classified

Ruth A. Webster - Rehabilitation Counselor I

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$30,264.00

Current Annual Salary: \$27,560.00

Amount and Percent: 10.0%

Effective Date: January 23, 2000

Rationale: Promotion from Rehabilitation Counselor

Susan E. Nelson - Regional Manager

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$45,281.60

Current Annual Salary: \$43,118.40

Amount and Percent: 5.0%

Effective Date: February 20, 2000

Rationale: Merit Increase

**PERSONNEL/STUDENT AFFAIRS COMMITTEE**

**Routine Agenda**

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**2.9 Items Not Covered in Other Sections**

To: State Board of Education  
Fr: Peter W. Morrill, General Manager  
Dt: February 25, 2000  
Re: System Report

The Death of Cecil Cope, IdahoPTV's Director of Technology, Page 2

Festival 2000 Begins Saturday, March 4 on Idaho Public Television; 16-Day Event Begins With Mediterranean Tour, Page 2

IdahoPTV Celebrates Black History Month With Programming to Honor Black Performers, Page 3

DIALOGUE FOR KIDS Dives Into the Depths of Volcanoes for February, Page 4

Idaho Public Television Airs Arguments on Wilderness Water Before Idaho Supreme Court, Page 5

Idaho Artist James Castle Subject of New Documentary Airing on IdahoPTV, Page 5

Upcoming DIALOGUES, Page 5

Upcoming OUTDOOR IDAHOS, Page 6

IdahoPTV Page 2

## THE DEATH OF CECIL COPE, IDAHOPTV'S DIRECTOR OF TECHNOLOGY

On Tuesday, February 21, 2000, Cecil Cope, IdahoPTV's Director of Technology, died from complications resulting from a stroke the previous day.

Cecil first came to work for the State of Idaho in October of 1971 as part of the original team that put KAID-TV on the air on December 31, 1971. He worked at KAID until February 1978 when he took a "vacation" and became Chief Engineer for KIFI-TV, Idaho Falls until 1986. Cecil returned to work for Idaho Public Television and has been ...happily for us...here ever since.

His last major project for Idaho Public Television...completed just last week...was the design and installation of the digital microwave system connecting Boise and Moscow, which is the first major component of the conversion to digital television.

Cecil and his wife, Trish, just returned several weeks ago from a well-deserved "dream" vacation visiting their son, who is on a mission in Australia. During that visit, Cecil's mother who lived in Idaho, died after a long illness.

His years of service to Idaho Public Television will be long remembered. But most of all, I suspect that Cecil, the man, the friend, husband and father, will be remembered long into the future.

## FESTIVAL 2000 BEGINS SATURDAY, MARCH 4 ON IDAHO PUBLIC TELEVISION; 16-DAY EVENT BEGINS WITH MEDITERRANEAN TOUR

— Annual On-Air Fund Raiser is March 4-19

Tour the Mediterranean and closer to home, see the sights of the West's national parks and visit Idaho's unique terrain during FESTIVAL 2000, which begins March 4 (Saturday), on Idaho Public Television.

Also, celebrate with the sounds of music — from sacred and classical to popular, country and doo wop — during the 16-day on-air fund raiser, through March 19. Other subjects featured include the art and science of fractals, the history of golf, and some engaging animals from pandas to penguins and horses to dogs.

"FESTIVAL 2000 is a celebration of one of Idaho's greatest treasures. The 16-day campaign is an opportunity to showcase the vitality and thoughtfulness of the programming that Idaho Public Television offers viewers throughout the entire year," says IdahoPTV Marketing Director Nancy Viano.

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FESTIVAL 2000 begins at 5:00/4:00 p.m. March 4 (Saturday) with BEST OF THE MEDITERRANEAN WITH RICK STEVES. But the travel spotlight shines the brightest on Idaho with such popular specials as IDAHO: AN AERIAL TAPESTRY and IMAGINE IDAHO. A new OUTDOOR IDAHO special, "RIDING THE RAILS," presents Idaho's railroad history and some new uses for vacated rail routes.

There is something for nearly everyone's taste: Vocal harmony groups reunite to present DOO WOP 50; six Welk musical family members celebrate hymns and gospel songs in LAWRENCE WELK'S SONGS OF FAITH; and three IRISH TENORS sing Ireland's musical history. Children's specials include Elmo, Barney, and a marathon with Noddy. There is a culinary travel special and a look at how to eat well for health with Dr. Andrew Weil.

"FESTIVAL is the largest single component of Idaho Public Television's annual fund raising campaign. It is also the most visible effort to attract new members," Viano says.

More than 50 percent of IdahoPTV's annual operating revenue comes from public contributions with a major portion from member contributions.

#### **IDAHOPTV CELEBRATES BLACK HISTORY MONTH WITH PROGRAMMING TO HONOR BLACK PERFORMERS**

The death of Gene Harris in January brought back a flood of memories for Idaho jazz fans. Harris was one of many successes in the Black community of performing artists. Three special documentaries on Idaho Public Television honor greats such as Duke Ellington, Louis Armstrong, Ella Fitzgerald, Jessye Norman, Sidney Poitier and more for Black History Month in February.

Black History Month programs are:

- SIDNEY POITIER: ONE BRIGHT LIGHT, airing February 2 at 7:00 p.m. MT/PT.
- DUKE ELLINGTON'S WASHINGTON, airing February 7 at 10:00 p.m. MT/PT.
- GREAT PERFORMANCES "Aida's Brothers and Sisters," airing February 16 at 8:30 p.m. MT/PT.

For Sidney Poitier, the road to becoming a celebrated black actor stretched from tiny Cat Island in the Bahamas to Hollywood. Poitier is still the only black American to receive a Best Actor/Actress Academy Award, which he won 36 years ago. His class as an actor shines through as Poitier - artist, writer, director, critic, humanitarian and diplomat - shares his story and insight in SIDNEY POITIER: ONE BRIGHT LIGHT.

DUKE ELLINGTON'S WASHINGTON unveils the people, places, sounds, and stories of black America in the first half of the 20th century. Legendary musicians Duke Ellington, Louis Armstrong, Ella Fitzgerald, Supreme Court Justice Thurgood Marshall, poets Paul Laurence

Dunbar and Langston Hughes, civil rights activist Mary Church Terrell, and pioneering surgeon Charles Drew flourished in DC's atmosphere. Those closest to featured historical figures recall the days of fame and growth.

GREAT PERFORMANCES "Aida's Brothers and Sisters" displays inspiring performances of black opera performers. The history of the careers of Paul Robeson, Jessye Norman, Simon Estes and more reveal the stories behind the stage.

#### DIALOGUE FOR KIDS DIVES INTO THE DEPTHS OF VOLCANOES FOR FEBRUARY

—Airs Fourth Monday of Month

February 28 at 2:00/1:00 p.m. MT/PT

This month, DIALOGUE FOR KIDS answers viewer questions about the mysteries beneath the Earth's crust and volcanoes.

The Idaho Public Television 30-minute statewide call-in show for students in public, private, and home schools airs Monday (February 28) at 2:00/1:00 p.m. MT/PT.

Volcanologists Martha Godchaux and Bill Bonnichsen join host Marcia Franklin to talk about their pioneering work and take questions from students. DIALOGUE FOR KIDS offers students a chance to learn more about this "explosive" topic. Volcanoes have shaped both the Earth and human history for eons. Much of Idaho's own topography has been molded by a tectonic plate moving over a "hot spot" of plume-generated volcanic activity.

Franklin and her guests will take calls from viewers on a toll-free line: 1-800-973-9800. Questions also may be sent in advance of air time by e-mail ([Marcia\\_Franklin@idptv.pbs.org](mailto:Marcia_Franklin@idptv.pbs.org)) or by FAX (208-373-7245).

Additional information and links regarding volcanoes on the World Wide Web can be found at the DIALOGUE FOR KIDS Web site ([idahoptv.org/dialogue4kids/index.html](http://idahoptv.org/dialogue4kids/index.html)). The broadcast program also will be audio and video streamed live on the Web and will remain available for viewing later in the DIALOGUE FOR KIDS archive on the Web site.

DIALOGUE FOR KIDS, produced by Idaho Public Television, airs the fourth Monday of the month

throughout the school year.

## **IDAHO PUBLIC TELEVISION**

**March 16 - 17, 2000**

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### **IDAHO PUBLIC TELEVISION AIRS ARGUMENTS ON WILDERNESS WATER BEFORE IDAHO SUPREME COURT**

—Airs early Tuesday, February 22 at 1:00 a.m./12 midnight MT/PT

The arguments presented to the Idaho Supreme Court during a re-hearing of wilderness water rights air on Idaho Public Television early Tuesday, February 22.

IdahoPTV taped the February 14 proceedings, which aired at 1:00 a.m./12 midnight MT/PT, immediately after Monday's regularly scheduled programming. The arguments may also be viewed and heard on demand at the IdahoPTV Web site ([www.idahoptv.org](http://www.idahoptv.org)).

During the re-hearing, state and industry lawyers said an earlier Idaho Supreme Court decision to recognize federal reserved water rights in Idaho wilderness areas would affect southern and Central Idaho water policies. A U.S. Justice Department attorney said state officials overstated the effects of the court's 3-2 decision last October.

### **IDAHO ARTIST JAMES CASTLE SUBJECT OF NEW DOCUMENTARY AIRING ON IDAHOPTV**

—Airs Friday, January 28 at 8:30 p.m. MT/PT.

DREAMHOUSE: THE ART AND LIFE OF JAMES CASTLE examines the events and work of the Idaho-born artist. The documentary aired on Friday, January 28 at 8:30 p.m. MT/PT.

Idahoans Tom Trusky and Peter Lutze wrote and directed this film examination of James Castle and his work. Castle, who was born in Idaho, was hearing-impaired and mute since birth, providing for provocative artwork and an original perspective of the world. His art is in the form of sketches, constructions, and homemade books. Castle's work is exhibited nationwide, and is prized by collectors and museums.

### **UPCOMING DIALOGUES:**

**03/30/00 – “GREG CARR, PHILANTHROPIST”**

**03/23/00 – “TO BE ANNOUNCED”**

**03/16/00 – “IDAHO PHOTOGRAPHERS”**

**03/09/00 – “PRE-EMPTED”**

**03/02/00 – “TO BE ANNOUNCED”**

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**02/24/00 – “KIM BARNES AND ROBERT WRIGLEY”**

**02/17/00 – “CONTRACTOR LICENSING”**

**02/10/00 – “HIGH SCHOOL EXITING STANDARDS”**

**02/03/00 – “PARENTAL CONSENT FOR A MINOR’S ABORTION”**

**01/27/00 – “GOV. PHIL BATT’S MEMOIRS”**

**01/24/00 – “DIALOGUE FOR KIDS – SPORTS MEDICINE”**

**01/20/00 – “WOLF MANAGEMENT”**

**01/13/00 – “THE DIGITAL DIVIDE”**

#### **UPCOMING OUTDOOR IDAHOS:**

The following OUTDOOR IDAHO programs air on Idaho Public Television each Thursday at 8/7 pm MT/PT, and are repeated on Sundays at 7/6 pm MT/PT.

OUTDOOR IDAHO is also made available to other public television stations throughout the country.

February 24 & 27

“Nature’s Land Brokers”

They call themselves “Nature’s real estate agent.” Among environmental groups, The Nature Conservancy stands out, by putting its money where its mouth is. They preserve habitats and species by buying the lands and waters they need to survive. Outdoor Idaho explores this unique approach to conservation.

March 2

“Bear Lake Country”

Its vivid blue water startles travelers who first come upon it. But many don't even know Bear Lake exists. Outdoor Idaho explores the beauty, the history, and the complexity of Bear Lake Country.

March 5

“Imagine Idaho” – Hour version

This hour long program explores the role of imagination in the creation of Idaho, as it presents segments on Idaho's mountains, rivers, lakes, deserts, heritage, wildlife, and adventure.

**IDAHO PUBLIC TELEVISION**

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March 7

“Yellowpine Country”

Harmonicas, mining history, and Class IV whitewater combine to give a whimsical look at the old mining town of Yellowpine, located near the Frank Church River of No Return Wilderness. The Stibnite mine recently closed, but Yellowpine celebrated the tenth anniversary of its Harmonica Contest, the third largest in the nation. Those willing to brave the rough dirt roads and limited facilities will be amazed at the sounds that come from a mouth harp! And the nearby South Fork of the Salmon River provides excitement for even the most skilled of boatmen. Three of our five boats flipped at Fall Creek rapid!

March 9 & 19

“Idaho, An Aerial Tapestry”

One could spend a lifetime searching for a single image that is Idaho, only to realize that the allure of this place lies in its dazzling diversity of altitudes and attitudes. An hour long celebration of Idaho, shot entirely from the air!

March 9

NEW, “Riding the Rails”

Railroads helped settle the West. The Iron Horse helped carve a civilization out of the wilderness. But even as railroads are leaving Idaho, railroad fans are finding new ways to enjoy the rails. Using wonderful vintage footage, Outdoor Idaho examines the history of trains and explores our fascination with them, from modern rail bikes to model trains.

March 12

“The Whitewater State” – Hour version

No other state can offer rafters such a variety of whitewater experience... from desert rivers like the Bruneau and Owyhee... to alpine rivers like the Selway and the Lochsa. The world-famous Salmon River may have stopped Lewis & Clark in 1805, but today high-tech rafts propel entire families down Idaho's 3,500 miles of runnable whitewater – more than any other state. Archival footage of early rafting excursions, interviews with outfitters and guides, and video of some of the West's most intimidating rapids help provide a fitting tribute to “The Whitewater State.”

March 16

“The CCC in Idaho”

In the 1930's Idaho was invaded. Roosevelt's Tree Army – The Civilian Conservation Corps – swept



into the state's forests, rangelands, and parks. Today, veterans of the CCC revisit the trails, bridges, picnic facilities and even a tunnel they constructed. The show reflects on how the CCC changed Idaho and a generation.

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March 23 & 26

"Between Land and Water"

Idaho has lost more than half of its wetlands... habitat that is home to more varieties of life than any other ecosystem. You'll meet some innovative folks who are helping reverse the trend.

March 30 & April 2

"Vanishing Arts"

Meet the artists who are helping to keep alive the age-old traditions of bow making, rod building, decoy carving, rawhide and horse hair braiding. Learn their secrets and why they are willing to spend countless hours perfecting their art.

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.9 Items Not Covered in Other Sections**

2.91 ISDB requests Board approval of the 2000/2001 Proposed Holiday Schedule

PROPOSED HOLIDAY SCHEDULE FOR 2000/2001  
IDAHO SCHOOL FOR THE DEAF AND THE BLIND

The Idaho School for the Deaf and the Blind requests approval of the State Board of Education for the closure of the school offices in observance of the following holidays:

July 4, 2000, Tuesday	Independence Day
September 4, 2000, Monday	Labor Day
November 23, 2000, Thursday	Thanksgiving Day
November 24, 2000, Friday	Compensatory Day *
December 25, 2000, Monday	Christmas Day
December 26, 2000, Tuesday	Compensatory Day *
January 1, 2001, Monday	New Year's Day
January 2, 2001, Tuesday	Compensatory Day *
February 19, 2001, Monday	President's Day
May 28, 2001, Monday	Memorial Day

\*Classes will be held and offices will be open on Columbus Day, October 9, and Veterans' Day, November 11, 2000. Substitute days will be designated (November 24, December 26, 2000; and January 2, 2001) whereby classes will not be held and offices will be closed. Classified employees who are eligible to earn compensatory time at the 1-1/2 time rate will receive the three substitute days in lieu of working the two regularly designated holidays. Exempt employees and classified employees whose positions are administrative, executive, or professional will receive two days off in lieu of the two regularly designated holidays. Since ISDB will be closed on the three substitute days, it will be necessary for this group of employees to identify one of the three days as annual leave. Holidays for faculty will continue to correspond with the student holidays.

In addition to the above, classes will be held and offices will be open on Martin Luther King Day, January 15, 2001. Compensatory time will be earned according to Idaho Personnel Commission policies.

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointments****2.11 Administrative**

Kathleen Crawford—Technical Support Specialist

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$36,233

Effective Date: January 10, 2000

Department/Funding: Information Technology/Fiscal, Appropriated Funds

Lynn Marie Gabriel—Projects Coordinator

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$39,000

Effective Date: January 18, 2000

Department/Funding: International Business/FY, Approp Funds 50%/Grant Funds 50%

Steven A. Hatten—Business Improvement Specialist

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$50,003

Effective Date: January 10, 2000

Department/Funding: TechHelp/Fiscal, Grant Funds

Todd Hemphill--Accountant

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$30,264

Effective Date: January 23, 2000

Department/Funding: Sponsored Projects Accounting/Fiscal, Local Funds

Shelly A. Houston—Training Manager

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$35,000

Effective Date: February 7, 2000

Department/Funding: Idaho Small Business Development Center/Fiscal, Local Funds

## James Hughes—Development Associate

FTE/Term: .5/12 month

Proposed Annual Salary: \$15,600

Effective Date: January 1, 2000

Department/Funding: Idaho Council on Economic Education/Fiscal, Local Funds

## Keith Papenfuss—Application Systems Analyst

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$53,000

Effective Date: February 13, 2000

Department/Funding: Information Technology/Fiscal, Appropriated Funds

## Carol Peterson—Project Manager

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$40,000

Effective Date: December 20, 1999

Department/Funding: Center for School Improvement/Fiscal, Grant Funds

## Tawny Reckamp—Event Marketing Service Manager

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$35,360

Effective Date: December 13, 1999

Department/Funding: Pavilion/Fiscal, Local Funds

## Dougal Stewart—Marketing and Public Relations Manager

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$40,000

Effective Date: January 18, 2000

Department/Funding: Idaho Busn and Economic Development Center/FY, Grant Funds

## Trevor E. Walker—Human Performance Workforce Specialist

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$35,006

Effective Date: January 31, 2000

Department/Funding: Idaho Busn and Economic Development Center/FY, Grant Funds

## Cheryl A. Wright—Senior Accountant

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$34,008

Effective Date: January 24, 2000

Department/Funding: Administrative Accounting/Fiscal, Appropriated Funds

## Christine Zacharias—Lead Teacher

FTE/Term: 1.0/7.5 month

Proposed Annual Salary: \$10,684

Effective Date: January 10, 2000

Department/Funding: Children's Center/7.5 months, Grant Funds

## 2.12 Academic/Instructional

## Jason MacDonald—Assistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$65,000

Effective Date: August 21, 2000

Department/Funding: Marketing and Finance/Academic, Appropriated Funds

## John McGown—Associate Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$75,500

Effective Date: January 10, 2000

Department/Funding: Accountancy/Academic, Appropriated Funds

## Jyh-haw Yeh—Assistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$55,000

Effective Date: January 10, 2000

Department/Funding: Mathematics and Computer Science/Fiscal, Appropriated Funds

## 2.14 Technical College

## Darien Hartman—Standard Instructor

FTE/Term: 1.0/9 month

Proposed Salary: \$34,507

Effective Date: January 10, 2000

Department/Funding: Business &amp; Management/9 month, Vocational Funds

**2.3 Changes in Salary, Rank, Title, Duties or Status****2.31 Administrative**

Sharon Burke—Project Manager

FTE/Term: from 1.0 to .8/12 month

Proposed Annual Salary: \$27,566 (.8 FTE)

Current Annual Salary: \$36,754 (1.0 FTE)

Amount & Percent: 0

Effective Date: January 1, 2000

Department/Funds: Center for Public Policy and Administration/Fiscal, Grant Funds

Justification: Reduction in FTE per employee's request.

Greg Colburn—from Technical Support Specialist, Office of Information Technology to Senior Internal Auditor

FTE/Term: 1.0/12month

Proposed Annual Salary: \$42,016

Current Annual Salary: \$35,360

Amount & Percent: +\$6,656/+18.8%

Effective Date: January 30, 2000

Department/Funds: Internal Audit/Fiscal, Appropriated Funds

Justification: Internal BSU promotion.

JoEllen DiNucci—from Associate Controller to Interim Controller

FTE/Term: 1.0/12month

Proposed Annual Salary: \$64,900

Current Annual Salary: \$59,000

Amount & Percent: +\$5,900/+10%

Effective Date: February 16, 2000

Department/Funds: Controller/Fiscal, Appropriated Funds

Justification: Interim appointment. Increase of 10 percent until permanent Controller employed.

C. McNeill Taylor—Manager, Investments and Cash Management

FTE/Term: from .8 FTE to 1.0 FTE/12month

Proposed Annual Salary: \$60,403 (1.0 FTE)

Current Annual Salary: \$48,323 (.8 FTE)

Amount & Percent: 0

Effective Date: November 30, 1999

Department/Funds: Budget Office/Fiscal, Appropriated Funds

Justification: Change in FTE only.



## Molly O'Shea—ESL Coordinator

FTE/Term: from 1.0 to .875 FTE/12month  
Proposed Annual Salary: \$37,816 (.875 FTE)  
Current Annual Salary: \$43,218 (1.0 FTE)  
Amount & Percent: 0  
Effective Date: January 4, 2000  
Department/Funds: Extended Studies/Fiscal, Local Funds  
Justification: Change in FTE only.

## Charles Winn—from Assistant Budget Director to Interim Budget Director

FTE/Term: 1.0/12month  
Proposed Annual Salary: \$45,348  
Current Annual Salary: \$41,226  
Amount & Percent: +\$4,122/+10%  
Effective Date: January 10, 2000  
Department/Funds: Budget Office/Fiscal, Appropriated Funds  
Justification: Interim appointment. Increase of 10 percent until permanent Budget Director employed.

## 2.32 Academic

## Joie Burns—from Program Director, Diagnostic Medical Sonography to Chair and Program Director, Diagnostic Medical Sonography

FTE/Term: 1.0 FTE/10 month  
Proposed Annual Salary: \$40,021  
Current Annual Salary: \$40,021  
Amount & Percent: 0  
Effective Date: January 10, 2000  
Department/Funds: Radiologic Sciences/10 month, Appropriated Funds  
Justification: Change in title and responsibilities.

## Darlene Travis—from Chair and Program Director, Medical Radiology to Program Director, Medical Radiology

FTE/Term: 1.0/10 month  
Proposed Annual Salary: \$45,509  
Current Annual Salary: \$45,509  
Amount & Percent: 0  
Effective Date: January 10, 2000  
Department/Funds: Radiologic Sciences/10 month, Appropriated Funds  
Justification: Change in title and responsibilities.

**2.6 Request for New Positions****2.61 Administrative**

Title: Accountant  
Type: Professional  
FTE/Term: 1.0/12 month  
Annual Salary: \$34,000 (plus benefits of \$9,520)  
Effective Date: March 20, 2000  
Department/Funding: Administrative Accounting/Local Funds  
Duties/Responsibilities: Responsible for supervision of two staff accountants who handle activities surrounding cash and investments—bank reconciliations, daily cash analysis, local fund accounting, bond/investment accounting, trust account reconciliations, cash receipt interface with student system to the general ledger, monthly reconciliation status, and review of reconciliations prepared by other departments. Will employ Mary Thompson to fill this position.

Title: CAD Operator  
Type: Professional  
FTE/Term: 1.0/12 month  
Annual Salary: \$31,179 (plus benefits of \$8,730)  
Effective Date: March 20, 2000  
Department/Funding: Architectural & Engineering Services/Appropriated Funds  
Duties/Responsibilities: With the increase in the number of projects being designed and bid by Architectural & Engineering Services, this position is needed to provide the necessary CAD services to support two full-time project managers. Cecilia Weber-Morgan will be employed in this position.

Title: Teacher (5 positions)  
Type: Professional  
FTE/Term: 1.0/10 month  
Annual Salary: \$12,564 (plus benefits of \$3,518)  
Effective Date: March 20, 2000  
Department/Funding: Children's Center/Local Funds  
Duties/Responsibilities: Because of difficulty in recruiting and retaining quality part-time staff to assist in the classrooms and the limitation of the number of hours available for part-time staff to work, the Children's Center has had problems in providing consistent, qualified caregivers. The creation of these five positions will assist with recruitment and retention of staff.

Title: Director, RADAR Network Center  
Type: Professional  
FTE/Term: .8/12 month  
Annual Salary: \$24,211 (plus benefits of \$6,779)  
Effective Date: March 20, 2000  
Department/Funding: Health Studies/Grant Funds  
Duties/Responsibilities: Directing the Regional Alcohol Drug Awareness Resource (RADAR) Network Center. Funded from a contract with the Department of Health and Welfare.

2.62 Academic/Instructional

Title: Assistant Professor  
Type: Faculty  
FTE/Term: 1.0/10 month  
Annual Salary: \$43,347 (plus benefits of \$12,137)  
Effective Date: March 20, 2000  
Department/Funding: Elementary Education and Specialized Studies/Appropriated Funds 20%; Local Funds 80%  
Duties/Responsibilities: Current teacher education renewal efforts require preservice teachers to spend more time in public school partnership site beginning with the sophomore year. This position will provide greater collaboration with the public schools as well as student interns to ensure a quality experience.

2.63 Other

Title: Technical Records Specialist I  
Type: Classified  
FTE/Term: 1.0/12 month  
Annual Salary: \$20,405 (plus benefits of \$7,958)  
Effective Date: March 20, 2000  
Department/Funding: Account Maintenance Center/Appropriated Funds  
Duties/Responsibilities: Responsible for computing student payments, insuring the funds are collected, and taking appropriate action for collection.

Title: Office Specialist 2  
Type: Classified  
FTE/Term: 1.0/12 month  
Annual Salary: \$18,158 (plus benefits of \$7,082)  
Effective Date: March 20, 2000  
Department/Funding: Accounts Payable/Appropriated Funds  
Duties/Responsibilities: Serves as a liaison between Accounts Payable and Account Maintenance and will troubleshoot individual student payments and process emergency payments for students. Also will coordinate processing and payment of all moves for faculty and staff and will work with prospective employee and moving vendors, reporting to the state and ensuring payments are accurate and timely.

2.64 Technical College

Title: Teacher  
Type: Professional Staff  
FTE/Term: 1.0/12 month  
Annual Salary: \$32,302 (plus benefits of \$9,045)  
Effective Date: March 20, 2000  
Department/Funding: Adult Basic Education/Grant Funds  
Duties/Responsibilities: Teaching within the Learning Center for Adult Basic Ed unit.

**2.8 Athletics (All Personnel Actions and Positions)**

2.81 Appointments

Jeff D. Grimes—Assistant Football Coach

FTE/Term: 1.0/12 month  
Proposed Annual Salary: \$45,001  
Effective Date: January 20, 2000  
Department/Funding: Intercollegiate Athletics/Fiscal, Appropriated Funds

Kenneth Lawler—Assistant Football Coach

FTE/Term: 1.0/12 month  
Proposed Annual Salary: \$36,000  
Effective Date: January 14, 2000  
Department/Funding: Intercollegiate Athletics/Fiscal, Appropriated Funds

Robert Ligashesky—Assistant Football Coach

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$49,020

Effective Date: February 1, 2000

Department/Funding: Intercollegiate Athletics/Fiscal, Appropriated Funds

Eric Brent Nyborg—Part-time Assistant Track and Field Coach

FTE/Term: less than .5/5 month

Proposed Annual Salary: \$2,500

Effective Date: January 1, 2000

Department/Funding: Intercollegiate Athletics/Fiscal, Local Funds

## 2.82 Reappointment

Dan Fidler—Assistant Football Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$47,013

Current Annual Salary: \$43,013

Amount & Percent: +\$4,000/+7.6%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment.

Brent Guy—Assistant Football Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$75,018

Current Annual Salary: \$66,503

Amount & Percent: +\$8,515/+11.1%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment.

Dan Hawkins—Assistant Football Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$65,007

Current Annual Salary: \$57,504

Amount & Percent: +\$7,503/+11.3%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment.

## Mark Helfrich—Assistant Football Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$36,010

Current Annual Salary: \$34,515

Amount &amp; Percent: +\$1,495/+2.8%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment.

## Darryl Jackson—Assistant Football Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$36,010

Current Annual Salary: \$31,508

Amount &amp; Percent: +\$4,502/+12.5%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment.

## Tom Nordquist—Assistant Football Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$40,001

Current Annual Salary: \$34,515

Amount &amp; Percent: +\$5,496/+14.2%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment.

## Janette L. Penfield—Assistant Volleyball Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$20,613

Current Annual Salary: \$20,010

Amount &amp; Percent: +\$503/+1.9%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Local Funds

Justification: Reappointment.

Keith Rubio—Assistant Volleyball Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$30,920

Current Annual Salary: \$30,000

Amount & Percent: +\$920/+1.9%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Local Funds

Justification: Reappointment.

Fred Sturm—Head Women's Volleyball Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$55,018

Current Annual Salary: \$50,000

Amount & Percent: +\$5,018/+10%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment. Second year of a three-year contract.

## 2.83 Separations

Johnson, Mark, Assistant Football Coach, resignation effective January 31, 2000.

McMillian, Charles, Assistant Football Coach, resignation effective January 11, 2000.

Myers, Brent, Assistant Football Coach, resignation effective January 21, 2000.

Orlowski, Julie, Head Women's Soccer Coach, end of contract June 24, 2000.

2.85 Extra Compensation

Burke, Larry, Director, University Relations--\$250 for production of video tape for BAA.

Cashin, Rod, Teleproduction Specialist, Simplot/Micron Instructional Technology Center, \$250 for production of a video tape for BAA.

Criner, Herb, Associate Athletic Director/Operations, \$3,000 for additional work required for the 1999 Humanitarian Bowl.

Guerricabeitia, Anita, Ticket Office Manager, Intercollegiate Athletics, \$3,000 for additional work required for the 1999 Humanitarian Bowl.

Irvin, Matt, Payroll Specialist, \$185 for payment of volleyball statistics.

Kenney, Don, Coach, \$3,000 for Men's Basketball Summer Camp

Larrondo, Brad, Sport Information Director, \$250 for production of video tape for BAA.

Koetter, Dirk, Head Football Coach, \$17,275 for media and public appearances.



BSU Athletics  
2000 Proposed Total Compensation

Name	2000 Salary	2000 Camp/Clinic*	2000 Media	2000 Club Membership	Courtesy Car (Trade-out)	2000 Bonuses Graduation Rate	Conf. Winning
Dirk Koetter # Head Football	\$ 129,725	yes	\$ 55,275	yes	yes	3000	19,000 max
Dan Hawkins Asst Hd Football	\$ 65,000	yes	no	no	yes	3000	1500
Brent Guy Asst Football	\$ 75,000	yes	no	no	yes	3000	1500
Jeff Grimes Asst Football	\$ 45,000	yes	no	no	yes	3000	1500
Dan Fidler Asst Football	\$ 47,000	yes	no	no	yes	3000	1500
Mark Helfrich Asst Football	\$ 36,000	yes	no	no	no	3000	1500
Darryl Jackson Asst Football	\$ 36,000	yes	no	no	yes	3000	1500
Rob Ligashesky Asst Football	\$ 49,000	yes	no	no	no	3000	1500
Kenny Lawler Asst Football	\$ 36,000	yes	no	no	yes	3000	1500
Tom Nordquist Asst Football	\$ 34,515	yes	no	no	yes	3000	1500
Fred Sturm ## Hd Volleyball	\$ 55,000	yes	no	yes	yes	1500	12,500 max
Keith Rubio Asst Volleyball	\$ 30,900	yes	no	no	no	750	500
Janie Penfield Asst Volleyball	\$20,600	yes	no	no	no	750	500
Steve Lucas Head Soccer	\$ 40,013	yes	no	yes	yes	1500	9,500 max

\* = No estimated amounts available

# = second year of a four-year contract

## = second year of a three-year contract

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.1 Appointments/Reappointments**

**2.13 Other**

Bronco, Judy - Trainer/Family Facilitator

FTE/Term: .75/12 months

Proposed Annual Salary: \$17,160.00

Effective Date: February 6, 2000

Department/Funding: Institute of Rural Health Studies/FY/Grant Funds

Coffland, David - Research Associate

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$26,540.80

Effective Date: December 26, 1999

Department/Funding: Educational Leadership/AY/Grant Funds

Cutler, Kenny - Trainer/Family Facilitator

FTE/Term: .75/12 months

Proposed Annual Salary: \$17,160.00

Effective Date: February 6, 2000

Department/Funding: Institute of Rural Health Studies/FY/Grant Funds

Fullerton, Sara - Student Union & Activities Coordinator

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$30,264.00

Effective Date: February 22, 2000

Department/Funding: Idaho Falls Student Union/FY/State Funds

Reilly, Matthew - Media Instruction Manager

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$27,913.60

Effective Date: January 23, 2000

Department/Funding: Education/FY/Grant Funds

Sandra A. Simmons - Paralegal

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$32,011.20

Effective Date: March 6, 2000

Department/Funding: General Counsel/FY/State Funds

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Wheeler, Jennifer - Assistant Director

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$38,001.60

Effective Date: March 13, 2000

Department/Funding: Alumni Relations/FY/State Funds

**2.3 Changes in Salary, Rank, Title, Duties or Status**

**2.32 Academic/Instructional**

Johnson, George A. - change from Professor to Professor and MBA Director

FTE/Term: 1.0 FTE/9 months

Proposed Annual Salary: \$80,912.00

Current Annual Salary: \$79,913.60

Amount and Percent: \$998.40 (+1.25%)

Effective Date: January 3, 2000

Department/Funding: Business/AY/State Funds

Rationale: Appointment as MBA Director

Picard, Robert R. - change from Assoc Professor and MBA Director to Assoc Professor & Chair

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$70,990.40

Current Annual Salary: \$70,990.40

Amount and Percent: N/A - no change in salary

Effective Date: January 3, 2000

Department/Funding: Accounting/AY/State Funds

Rationale: Appointment as department chair.

Smith, Kenneth A. - change from Prof, Dept Chair and Assoc Dean to Professor and Assoc Dean

FTE/Term: 1.0 FTE/9 months

Proposed Annual Salary: \$89,710.40

Current Annual Salary: \$90,708.80

Amount and Percent: -\$998.40 (-1.1%)

Effective Date: January 3, 2000

Department/Funding: College of Business/AY/State Funds

Rationale: End of appointment as department chair.

Tonchev, Anton - change from Post-Doctoral Fellow to Research Assistant Professor

FTE/Term: 1.0 FTE/from 9 months to 12 months

Proposed Annual Salary: \$30,014.40

Current Annual Salary: \$30,014.40

Amount and Percent: N/A (no change in salary)

Effective Date: January 3, 2000

Department/Funding: Physics/FY/Local Funds

Rationale: Change in title.

### 2.33 Other

Foster, Cynthia M. - change from Assistant to the Dean for Student Affairs & Admissions to Director of Student Relations & Admissions

FTE/Term: 1.0 FTE/12 months

Proposed Annual Salary: \$36,504.00

Current Annual Salary: \$32,364.80

Amount and Percent: +\$4,139.20 (+12.79%)

Effective Date: February 20, 2000

Department/Funding: Pharmacy/FY/Local Funds (82.27%) and State Funds (17.73%)

Rationale: Promotion

Peterson, Ronald R. - change from Director/Housing & Men's Golf Coach to Director/Housing and Men's and Women's Golf Coach

FTE/Term: 1.0 FTE/12 months

Proposed Annual Salary: \$67,932.80

Current Annual Salary: \$65,936.00

Amount and Percent: +\$1,996.80 (+3.03%)

Effective Date: December 27, 1999

Department/Funding: Housing/FY/Local Funds (86.4%) and State Funds (13.6%)

Rationale: Additional appointment as women's golf coach.

## 2.6 Request for New Position

### 2.63 Other

Office Specialist 1 (PCN 3674)

Type: Classified

FTE/Term: change from .50 FTE to 1.0 FTE/12 months

Annual Salary: \$15,163.20

Effective Date: January 21, 2000

Department/Funding: Physical & Occupational Therapy/FY/State Funds

Rationale: Increase in workload.

**IT Data Comm Repair Specialist**

Type: Classified  
FTE/Term: 1.0/12 months  
Annual Salary: \$25,646.00  
Effective Date: April 1, 2000  
Department/Funding: Telecommunications/FY/Local Funds  
Rationale: Additional technical support for the installation and maintenance of the telecommunication infrastructure.

**Video Instruction Manager**

Type: Classified  
FTE/Term: 1.0/12 months  
Annual Salary: \$27,913.60  
Effective Date: May 1, 2000  
Department/Funding: Media/Distance Learning Center/FY/State Funds  
Rationale: Add'l support for of Boise distance learning classrooms. The duties have been performed by temp part-time employees.

**Office Specialist II (PCN 3830)**

Type: Classified  
FTE/Term: change from .58 FTE to 1.0 FTE/12 months  
Annual Salary: \$18,158.40  
Effective Date: March 20, 2000  
Department/Funding: Student Union/FY/Local Funds  
Rationale: Increasing hours will provide better customer service by maintaining a continuity of the office operations.

**2.8 Athletics****2.81 Appointments****Lester, Kim - Assistant Volleyball Coach**

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$24,377.60  
Effective Date: January 10, 2000  
Department/Funding: Athletics/FY/State Funds

**Welch, Mike - Head Volleyball Coach**

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$48,505.60  
Effective Date: January 10, 2000  
Department/Funding: Athletics/FY/State Funds

**2.82 Reappointments**

Ball, Chris - Assistant Football Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$43,284.80

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/State Funds

Rationale: Reappointment.

Barnum, Bruce - Assistant Football Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$35,152.00

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/State Funds

Rationale: Reappointment.

Borich, Joe - Assistant Football Coach

FTE/Term: 1.0/10 months

Proposed Annual Salary: \$10,507.20

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/Local Funds

Rationale: Reappointment.

Franklin, James - Assistant Football Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$23,920.00

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/State Funds

Rationale: Reappointment.

Lorig, Joe - Assistant Football Coach

FTE/Term: 1.0/10 months

Proposed Annual Salary: \$10,507.20

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/Local Funds

Rationale: Reappointment.

Price, Aaron - Assistant Football Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$35,048.00

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/State Funds

Rationale: Reappointment.

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Uperesa, Keith - Assistant Football Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$48,422.40

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/State Funds

Rationale: Reappointment.

Ward, James - Assistant Football Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$23,920.00

Effective Date: January 23, 2000

Department/Funding: Athletics/FY/State Funds

Rationale: Reappointment.

## **2.85 Information Item - Multi-Year Contracts**

Lewis, John Larry - Head Football Coach

Year of Contract: Second year of a 3-year contract (FY2000-2001)

Effective Date: January 23, 2000

Current Annual Salary: \$87,568.00

Contractual Increase: Any increase based on the appropriation for FY2001 will become effective July 1, 2000.

Total Contractual Salary: \$87,568.00

Additional Compensation: \$8,900.00 for TV/radio shows, camps, clinics and equipment.

Rationale: Reappointment

## **2.9 Other**

### **2.91 Bonus Awards**

Crystal, John - Financial Technician

Department/Funding: Financial Services/FY/State Funds

Bonus Amount: \$500.00

Rationale: Meritorious performance exhibited in assuming tasks in addition to normal duties during the three-week absence of the Human Resource Specialist Senior.

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointments**

2.11 Administrative

Steinhaus, Carol – Associate Professor/Division Chair

FTE/Term: 1.0/12 months

Department: Business Division

Proposed Annual Salary: \$66,206

Effective Date: August 1, 2000

2.13 Other

Cary, Amy – Head Teacher/Infant/Toddler Program

FTE/Term: 1.0/12 months

Department: KinderCollege

Proposed Annual Salary: \$18,013

Effective Date: January 29, 2000

2.14 Technical College

Nail, Thomas – Instructional Aide

FTE/Term: 1.0/10 months

Department: Technical & Industrial Technologies Divisions/AY/Approp.

Proposed Annual Salary: \$22,610

Effective Date: January 10, 2000

Sharp, Bob – Instructor

FTE/Term: 1.0/one semester

Department: KinderCollege

Proposed Annual Salary: \$13,050

Effective Date: January 4, 2000



**2.3 Reallocation of Position or Changes in Salary, Rank, Title, Duties or Status**

2.33 Other

Bidwell, Lynn – Electronic Resources Librarian

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$39,010

Current Annual Salary: \$33,010

Amount & Percent: \$6,000 (+ 18.18%)

Effective Date: January 18, 2000

Department/Funding: Library/FYI/Appropriated and Local

Modification of Duties: Increased responsibility for VALNet system operation and database migration.

2.34 Technical College

Name and or Position: Dean

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$68,000

Current Annual Salary: \$68,000

Amount and Percent: \$0

Effective Date: July 1, 2000

Department/Funding: Technical Programs/Appropriated

Duties/Responsibilities: Reports directly to the Provost; provides efficient and effective management for program planning, evaluation and administration of Technical Programs, including student recruitment, advisement, supervision of all chairpersons, coordinators, departments, programs and budget administration.

2.8 Athletics

Aldredge, Andy – assisting with baseball program, \$1,000

Collins, Mike, Cross Country Coach – Fitness equipment maintenance for November and December 1999 - \$288

Collins, Mike, Cross Country Coach – Instructor for spring 2000 for Extended Programs - \$1,500

Maiorana, Jodee, Instructor – Designing t-shirts - \$70

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointment**

**2.11 Academic/Instructional**

Amin Ahmadzadeh, Assistant Professor of Dairy Management

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$52,000.00

Effective Date: January 9, 2000

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: New appointment

Bradley D. Geary, Assistant Professor of Crop Management

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$48,152.00

Effective Date: January 2, 2000

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: New appointment

Benton Glaze, Assistant Extension Professor

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$52,000.00

Effective Date: January 20, 2000

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: New appointment

Dirk Gombert, Affiliate Assistant Professor of Chemical Engineering

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$0

Effective Date: January 13, 2000

Department/Funding: Chemical Engineering

Justification: New affiliate faculty

Steven L. Hines, Assistant Extension Professor

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$36,004.80

Effective Date: January 17, 2000

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: New appointment

**UNIVERSITY OF IDAHO****March 16-17, 2000**

Lee T. Ostrom, Assistant Professor of Business Education

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$50,003.20

Effective Date: January 2, 2000

Department/Funding: College of Education/Appropriated and Nonappropriated Funds

Justification: New appointment

Linette R. Riley, Extension Educator in Family and Consumer Science

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$35,006.40

Effective Date: March 1, 2000

Department/Funding: College of Ag/ Ag Research and Extension/Appropriated Funds

Justification: New appointment

Frank Rosenzweig, Affiliate Associate Professor of Biology

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$0

Effective Date: February 11, 2000

Department/Funding: College of Letters and Science

Justification: New affiliate faculty

Jim Schaffer, Extension Professor, Extension Educator and District IV Extension Director

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$75,004.80

Effective Date: February 1, 2000

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: New appointment

Eric Steffler, Affiliate Assistant Professor of Mechanical Engineering

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$0

Effective Date: February 1, 2000

Department/Funding: Mechanical Engineering

Justification: New affiliate faculty

Daniel G. Strawn, Assistant Professor of Soils

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$48,152.00

Effective Date: January 5, 2000

Department/Funding: College of Agriculture/Appropriated Funds

Justification:

New appointment

Shannon K. Williams, Asst Extension Prof, Extension Educator and County Extension Chair

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$37,003.20

Effective Date: January 10, 2000

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: New appointment

## 2.13 Other

Candace L. Haley, Associate Director of University Communications and Marketing

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$48,443.20

Effective Date: January 9, 2000

Department/Funding: University Advancement/Appropriated Funds

Justification: New appointment

Mark A. Hermanson, Annual Giving Director

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$46,009.60

Effective Date: January 10, 2000

Department/Funding: University Advancement/Nonappropriated Funds

Justification: New appointment

Ted Mordhorst, Grants and Contracts Compliance Manager

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$52,000.00

Effective Date: January 17, 2000

Department/Funding: Finance and Administration/Nonappropriated Funds

Justification: New appointment

Melissa B. Nielsen, Assistant Director for Development

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$37,211.20

Effective Date: January 3, 2000

Department/Funding: University Advancement/Nonappropriated Funds

Justification: New appointment

Thomas J. Williams, Geological Research Supervisor

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$40,019.20

Effective Date: January 10, 2000

Department/Funding: College of Mines/Appropriated Funds

Justification: New appointment

Steven M. Woodburn, Associate Director of Student Financial Aid

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$45,510.40

Effective Date: February 1, 2000

Department/Funding: Student Affairs/Appropriated Funds

Justification: New appointment

## **2.3 Changes in Salary, Rank, Title, Duties and Status**

### **2.31 Administrative**

David L. Barton, from Assoc Ext Prof to Assoc Extension Prof and County Extension Chair

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$42,848.00

Current Annual Salary: \$41,454.40

Amount and Percent: +\$1,393.60 (+3.36)

Effective Date: January 9, 2000

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: Increase in administrative duties as chair

Gordon Keetch, from Professor of Agricultural Cooperative Extension and Interim County Chair to Professor of Agricultural Cooperative Extension

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$47,528.00

Current Annual Salary: \$51,542.40

Amount and Percent: -\$4,014.40 (-7.79%)

Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds

Justification: Return to regular appointment from interim county chair responsibilities

**UNIVERSITY OF IDAHO****March 16-17, 2000**

Jerold D. Neufeld, from Associate Extension Professor and Extension Educator to Associate Extension Professor, Extension Educator and County Extension Chair

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$53,809.60  
Current Annual Salary: \$52,000.00  
Amount and Percent: +\$1,809.60 (+3.48%)  
Department/Funding: College of Ag/Ag Research and Extension/Appropriated Funds  
Justification: Increase in administrative duties as chair

Janice H. Stimpson, from Professor of Agricultural Cooperative Extension and Acting District Director to Professor of Agricultural Cooperative Extension

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$57,470.40  
Current Annual Salary: \$63,481.60  
Amount and Percent: -\$6,011.20 (-9.47%)  
Department/Funding: College of Agriculture/Appropriated Funds  
Justification: Return to regular appointment from acting district director responsibilities

Henry Willmes, from Professor of Physics and Department Chair to Professor of Physics

FTE/Term: 1.0/9.0 months  
Proposed Annual Salary: \$68,764.80  
Current Annual Salary: \$80,510.11  
Amount and Percent: -\$11,745.31 (-14.59%)  
Effective Date: January 1, 2000  
Department/Funding: College of Letters and Science/Appropriated Funds  
Justification: Return to academic faculty from fiscal year position as dept chair

**2.33 Other**

Kathy Belknap, from Assistant Director, Boise Engineering Program to Director of Development, College of Education

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$54,995.20  
Current Annual Salary: \$50,336.00  
Amount and Percent: +\$4,659.20 (+9.27%)  
Effective Date: January 3, 2000  
Department/Funding: College of Education/Nonappropriated Funds  
Justification: Accepted new position

**UNIVERSITY OF IDAHO****March 16-17, 2000**

Casey L. Hanson, from Development Coordinator, College of Art and Architecture, to Development Coordinator, College of Agriculture

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$33,342.40  
Current Annual Salary: \$31,054.40  
Amount and Percent: +\$2,288.00 (+7.37%)  
Effective Date: January 9, 2000  
Department/Funding: College of Agriculture/Appropriated Funds  
Justification: Accepted new position

Antony Opheim, from Critical Projects Response Team Manager to ITS Associate Director, Technology Development and Network Systems

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$78,000.00  
Current Annual Salary: \$65,769.60  
Amount and Percent: +\$12,230.40 (+18.60%)  
Department/Funding: Outreach and Technology/Appropriated Funds  
Justification: Reclassification recommendation by Human Resource Services as it provides critical IT networking services to the UI

Jody Opheim, from Management Assistant, Institutional Planning and Budget to Development Coordinator, College of Mines and Earth Resources

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$34,008.00  
Current Annual Salary: \$33,467.20  
Amount and Percent: +\$540.80 (+1.62%)  
Effective Date: February 13, 2000  
Department/Funding: College of Mines/Nonappropriated Funds  
Justification: Accepted new position

From Affirmative Action Officer to Special Asst to the President for Diversity & Human Rights.

FTE/Term: 1.0/12 months  
Proposed Annual Salary: Range \$77,000 to \$86,000  
Current Annual Salary: \$58,906  
Effective Date: July 1, 2000  
Department/Funding: Office of the President/Appropriated Funds  
Justification: Following a retirement, the AAO position became vacant. The UI has reassessed its needs in this area and is seeking to expand the office and responsibilities in the area of diversity and affirmative action. The Special Assistant will coordinate and lead all areas of UI related to



diversity initiatives and oversee and supervise the Director of Workforce Diversity. This position is needed to support the identified priorities of the UI's strategic plan.

**UNIVERSITY OF IDAHO**

**March 16-17, 2000**

**Request for New Position**

**2.61 Administrative**

Title: Assistant Vice President for Human Resources  
Type: Non-Faculty Exempt  
FTE/Term: 1.0/12 months  
Annual Salary: Range \$80,000-\$85,000  
Effective Date: July 1, 2000  
Department/Funding: Human Resource Services/Finance & Admin/General Ed  
Duties/Responsibilities: Provide leadership in developing and managing quality work environment for faculty, staff and students. This position utilizes a classified exempt position in reorganization within the Division of Finance and Administration in order to strengthen recruitment and retention of quality faculty and staff and support the institutional initiatives for human resources and diversity. This position also will provide key support of identified priorities of the University's strategic plan.

**2.62 Academic/Instructional**

Title: Computational Hydraulics Professor  
Type: Faculty  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$70,000.00 - \$75,000.00  
Effective Date: August 1, 2000  
Department/Funding: College of Engineering/Nonappropriated Funds  
Duties/Responsibilities: Position conducts leading edge research, interacts with local industry, state and federal agencies, teaches graduate classes and recruits and supervises graduate students

Title: Assistant Professor  
Type: Faculty  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$40,000.00  
Effective Date: August 1, 2000  
Department/Funding: College of Natural Resources/Nonappropriated Funds  
Duties/Responsibilities: Provide instructional, research, and advising within the college

## 2.63 Other

Title: Instrumentation Supervisor  
Type: Non-faculty exempt  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$40,000.00-43,500.00  
Effective Date: January 1, 2000  
Department/Funding: College of Letters and Science/Appropriated Funds  
Duties/Responsibilities: Position provides analytical support for departmental and university research efforts, assists with research training by instructing in the operation and use of equipment and operating software, and ensure the operational efficiency of the department's research equipment

Title: Retail Operations Coordinator  
Type: Classified  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$27,000.00  
Effective Date: June 1, 2000  
Department/Funding: Auxiliary Services/Nonappropriated Funds  
Duties/Responsibilities: Provide managerial support for the new Commons Bookstore

Title: Shipping/Receiving Specialist  
Type: Classified  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$20,000.00  
Effective Date: June 1, 2000  
Department/Funding: Auxiliary Services/Nonappropriated Funds  
Duties/Responsibilities: Provide transfer and delivery services due to the increased volume of events at the new Commons facility

**2.8 Athletics**

## 2.81 Appointments

Debra J. Buchanan, Head Volleyball Coach  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$54,017.60  
Effective Date: January 27, 2000  
Department/Funding: Athletics/Appropriated Funds  
Justification: New appointment

**UNIVERSITY OF IDAHO**

**March 16-17, 2000**

Dee A. Menzies, Director of Compliance/Eligibility

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$50,003.20

Effective Date: February 18, 2000

Department/Funding: Athletics/Appropriated Funds

Justification: New appointment

Kenneth L. Murphy, Assistant Volleyball Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$29,016.00

Effective Date: February 7, 2000

Department/Funding: Athletics/Appropriated Funds

Justification: New appointment

Ed Rifilato, Assistant Football Coach

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$60,008.00

Effective Date: January 21, 2000

Department/Funding: Athletics/Appropriated Funds

Justification: New appointment

**3. BOARD ACTION:** Non-Routine Agenda Items

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the Non-Routine Agency and Institution Agenda Items for Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho, except as listed on Pages 56, 57 and 72.

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA

**2.3 Changes in Salary, Rank, Title, Duties or Status****2.31 Administrative**

Stephanie Hunt—from Project Coordinator, International Business, College of Business to Director of International Programs, Extended Studies

FTE/Term: 1.0/12month

Proposed Annual Salary: \$45,000

Current Annual Salary: \$33,259

Amount & Percent: +\$11,741/+35.3%

Effective Date: January 4, 2000

Department/Funds: Extended Studies/Fiscal, Appropriated Funds

Justification: Internal BSU promotion.

Stacy Pearson—from Associate Vice President and Controller, Safety and Security to Acting Vice President for Finance and Administration

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$97,085

Current Annual Salary: \$84,365

Amount & Percent: +\$12,720/+15%

Effective Date: January 24, 2000

Department/Funds: Finance and Administration/Fiscal, Appropriated Funds

Justification: Change in job responsibilities. Additional salary of \$1,060 per month until the Vice President for Finance and Administration returns from sick leave.

**2.8 Athletics**

Dirk Koetter—Head Football Coach

FTE/Term: 1.0/12month

Proposed Annual Salary: \$129,725

Current Annual Salary: \$104,500

Amount & Percent: +\$25,225/+24.1%

Effective Date: February 1, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Reappointment. Second year of a four-year contract.

Coach Koetter	Total Compensation 1999	Existing Contract 2000		Proposed Merit Increase 2000	Total Compensation 2000	
Base Salary	\$104,500	\$109,725	+ 5 %	\$20,000	\$129,725	+ 24.1 %
Media/Media Contract	\$33,000	\$34,650	+ 5 %	\$10,625	\$45,275	+ 37.2 %
Public Appearance	\$10,000	\$10,000	+ 0 %	---	\$10,000	+ 0 %
Total	\$147,500	\$154,375	+ 4.7 %	\$30,625	\$185,000	+ 25.4 %

Supplemental Pay (one-time only)	(Earned 1999) \$12,000 <sup>1</sup> (paid only if employed) 7/1/00	Up to \$22,000 <sup>2</sup> (paid only if employed) 7/1/01	\$10,000 one-time merit bonus (paid only if employed) 7/1/00	Between \$10,000 - \$23,000
\$195,000 - \$208,000				
<sup>1</sup> Team performance up to \$12,000 Academic performance up to 3,000 (to be calculated 6/1/00) Total up to \$15,000		<sup>2</sup> Team performance up to \$19,000 Academic performance up to 3,000 (to be calculated 6/1/01) Total up to \$22,000		\$217,000

## 2.84 Changes in Positions

Steve Lucas—from Assistant Women's Soccer Coach to Head Women's Soccer Coach

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$40,013

Current Annual Salary: \$26,750

Amount & Percent: +\$13,263/+53.1%

Effective Date: January 18, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Promotion within Intercollegiate Athletics to head coaching position.

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA**

**2.3 Changes in Salary, Rank, Title, Duties or Status**

**2.33 Other**

Easterly, Debbie M. – change from Assistant Director, Sponsored Programs to Research Administrator, Office of Research and Assistant Director, Sponsored Programs

FTE/Term: 1.0FTE/12 months

Proposed Annual Salary: \$48,110.40

Current Annual Salary: \$38,105.60

Amount and Percent: +\$10,004.80 (+26.26%)

Effective Date: February 7, 2000

Department/Funding: Research & Sponsored Programs/FY/State Funds

Rationale: Promotion

**2.34 Technical School**

Larson, Steve - change from Instructor Aide to Instructor

FTE/Term: 1.0 FTE/10 months

Proposed Annual Salary: \$31,782.40

Current Annual Salary: \$21,112.00

Amount and Percent: +\$10,670.40 (+ 50.55%)

Effective Date: January 5, 2000

Department/Funding: Electronics/AY/State Funds

Rationale: Temporary emergency change until full search is completed.

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA**

**2.3 Changes in Salary, Rank, Title, Duties or Status**

**2.34 Technical College**

Lohrmeyer, Rob B Interim Division Chair

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$50,336

Current Annual Salary: \$35,131

Amount & Percent: \$15,205 (+ 45.90%)

Effective Date: February 1, 2000

Department/Funding: Office & Business Technology Division/FYI/Appropriated

Modification of Duties or Increased responsibilities as Interim Chair, increase from

Explanation: 9 month TO 12 month position



PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA

**2.3 Changes in Salary, Rank and Duties**

**2.31 Administrative**

Byron J. Dangerfield, Dean of the College of Business and Economics

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$112,756.80

Current Annual Salary: \$107,764.80

Amount and Percent: +\$4,992.00 (+4.63%)

Effective Date: January 1, 2000

Department/Funding: College of Business and Economics/Appropriated Funds

Justification: Salary equity adjustment based on analysis of comparative salaries at peer institutions. Even with these adjustments this salary is significantly below predicted salary

Rolf L. Ingermann, from Associate Professor of Zoology to Associate Professor of Zoology and Interim Department Chair for Biological Sciences

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$64,916.80

Current Annual Salary: \$48,276.80

Amount and Percent: +\$16,640.00 (+34.47%)

Effective Date: February 13, 2000

Department/Funding: College of Letters and Science/Appropriated Funds

Justification: Temporary Increase in administrative duties and change from academic year to fiscal year appointment

JohnA. Miller, Dean of the College of Law

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$135,012.80

Current Annual Salary: \$125,008.00

Amount and Percent: +\$10,004.80 (+8.00%)

Effective Date: January 1, 2000

Department/Funding: College of Law/Appropriated Funds

Justification: Salary equity adjustment based on analysis of comparative salaries at peer institutions. Even with these adjustments this salary is significantly below predicted salary

Brian L. Pitcher, Provost

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$130,000.00

Current Annual Salary: \$125,008.00

Amount and Percent: +\$4,992.00 (+3.99%)

Department/Funding: Office of the Provost/Appropriated Funds

Justification: Salary equity adjustment based on analysis of comparative salaries at peer institutions. Even with these adjustments this salary is significantly below predicted salary

Jerry N. Wallace, Vice President for Finance and Administration

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$119,017.60

Current Annual Salary: \$114,732.80

Amount and Percent: +\$4,284.80 (+3.73%)

Department/Funding: Finance and Administration/Appropriated Funds

Justification: Salary equity adjustment based on analysis of comparative salaries at peer institutions. Even with these adjustments this salary is significantly below predicted salary

## 2.32 Academic/Instructional

Gary Machlis, Co-op Parks Unit Leader and Professor of Forest Resources

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$104,977.60

Current Annual Salary: \$100,276.80

Amount and Percent: +\$4,700.80 (+4.69%)

Effective Date: January 1, 2000

Department/Funding: Forest Resources/FY/Nonappropriated Funds

Justification: Change of hourly rate per NPS contract

## IDAHO SCHOOL FOR THE DEAF AND THE BLIND

2.9 Resolution to Participate - ISDB requests Board approval of a Resolution to Participate in the Vocational Education Cooperative of Southern Idaho (VECSI) (see below).

### RESOLUTION TO PARTICIPATE IN THE VOCATIONAL EDUCATION COOPERATIVE OF SOUTHERN IDAHO

WHEREAS, the State Board of Education, acting as the Board of Trustees of the Idaho School for the Deaf and the Blind (ISDB) designated as School District Number 596, is delegated to providing vocational education for students in the ISDB and

WHEREAS, cooperation with neighboring school districts will result in the greater efficiency in providing a variety of vocational programs.

NOW THEREFORE, BE IT RESOLVED; that the Board of Trustees of the of ISDB to participate in the Vocational Education Cooperative of Southern Idaho (VECSI) as permitted by the Idaho State Plan for Vocational Education; and

BE IT FURTHER RESOLVED, that the ISDB participates as a member of the Vocational Education Cooperative of Southern Idaho funded by State Vocational Education funds and by member school districts for a period of one year. The governance of the Cooperative will be based on the cooperative agreement for the Vocational Education Cooperative of Southern Idaho.

The above motion was approved at a meeting of the Board of Trustees of Idaho School for the Deaf and the Blind on \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Harold W. Davis, President  
State Board of Education

It was moved by \_\_\_\_\_ and carried to approve/disapprove/table the request

from the Idaho School for the Deaf and the Blind to participate in the Vocational Education Cooperative of Southern Idaho.

## UNIVERSITY OF IDAHO

### 2.8 Athletics

#### 2.81 Athletic Department Head Coaches' Contracts

Background.

Idaho State Board of Education Governing Policies and Procedures E.1.a authorizes the chief executive officer of the university to enter into a contract for the services of a coach or athletic director for a term of more than one year, specifies that such contracts shall include incentives based on the academic performance of student athletes supervised by the coach, and specifies that recommendations for contract renewal shall include a report of the coach's performance relative to academic incentives of the prior contract period.

#### 2.8 Athletics - Contract for Tom Cable

The UI requests approval of the employment contract for Tom Cable, Head Football Coach.  
**(The contract begins on Page 58)**

The term of the proposed contract is February 20, 2000-January 31, 2003. The proposed contract provides for discretionary merit-based payment of up to \$10,000 each year for the term of the agreement. Determination of whether the payment is to be made is at the discretion of the president and will be based on academic achievement and behavior of the team, ticket sales, success in the Big West Conference, and other factors the president, in consultation with the athletic director, wishes to consider. Academic achievement of the team will be reviewed in terms of grade point average, difficulty of major course of study, honors, and progress toward graduation.

The proposed contract also calls for other merit based compensation based on team performance related to post season play and continued employment through July 1 of the following season.

FTE/Term:	1.0/12 months
Proposed Annual Salary:	\$120,016.00
Effective Dates:	February 20, 2000-January 31, 2003
Department/Funding:	Athletic Dept/FY/General Ed Appropriated Funds
Additional Compensation:	Merit-based payment up to \$10,000 annually; post-season play payment up to 3/13 of annual salary; one courtesy car (trade out).

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the employment

contract for Tom Cable, Head Football Coach.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the Regents of the University of Idaho (University) and Tom Cable (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. A job description generally reflecting Coach's duties is attached as Exhibit A. Coach recognizes that this job description may change from time-to-time, but that the Director will consult with Coach concerning any contemplated changes. Attached as Exhibit B is University's current policy regarding student-athlete criminal behavior, which policy Coach shall comply with as it currently exists or may be amended from time-to-time.

ARTICLE 2

2.1. Term. This Agreement is for a term appointment of three (3) years, commencing on February 1, 2000, and terminating on January 31, 2003, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extensions and Renewals. This Agreement may be extended or renewed solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any extension or renewal may be subject to the prior approval of University's Board of Regents, and, if so, such extension or renewal shall not be effective without such approval. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An Annual Salary of \$120,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits, including, without limitation, the terms and conditions of participating in the "Vandal Wheels Program."

3.2 Supplemental Compensation.

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a bowl game pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and bowl eligibility are achieved. The University shall pay Coach any such supplemental compensation in four consecutive biweekly installments on the regular paydays of the University beginning with the payday for the first full pay period following July 1st.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall pay Coach any such supplemental compensation in four consecutive biweekly installments on the regular paydays of the University beginning with the payday for the first full pay period following July 1st.



3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 based on the academic achievement and behavior of Team members and the overall development of the football program. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere; ticket sales; fundraising; and outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President, who may consult with the Director.

3.2.4 The Coach shall receive the sum of \$50,000.00 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. University agrees to limit Coach's participation in Programs to a number which is reasonable so as not to interfere with Coach's head coaching duties. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the non-exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Any such contracts shall be subject to Coach's approval, which approval shall not be withheld unreasonably. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall retain the right to approve any and all promotions using his name, likeness, or biographical data. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. University and Coach agree to negotiate in good faith the scope of Coach's participation in youth football camps and the supplemental compensation for such participation.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business or professional activities or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall notify the Director if another coaching opportunity is presented to the Coach as a football coach at any NCAA or NAIA member institution or with any football team participating in any professional league or conference in the United States or elsewhere, requiring the performance of duties prior to the expiration of this Agreement. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring the performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 University's Duties and Responsibilities. University shall have the following duties and responsibilities: (a) provide a supportive academic program to further University's educational objectives; and (b) provide appropriate administrative assistance, including a compliance director, medical staff, training staff, necessary academic support, and training facilities to provide Coach a reasonable opportunity to achieve the objectives and comply with the terms and conditions set forth in this Agreement.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate and major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any material violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate and major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution after February 1, 1996, unless otherwise required by NCAA rules;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The unreasonable failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA; and

g) The failure of Coach to report a material violation of which Coach had actual knowledge of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team. A list of employees for whom Coach is administratively responsible is set forth in Exhibit C; and

h) A material violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team. A list of employees for whom Coach is administratively responsible is set forth in Exhibit C.

University specifically agrees that Coach's won-loss record cannot constitute good or adequate cause.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, except as required by law, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed since February 1, 1996, unless otherwise required by NCAA rules.

**5.2 Termination of Coach for Convenience of University/Without Good or Adequate Cause.**

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty the Annual Salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University for each year that Coach would have been employed under this Agreement but for University's termination. Furthermore, if the Team was the conference champion or co-champion and was eligible for a bowl game pursuant to NCAA Division I guidelines, University shall pay Coach the supplemental compensation described in section 3.2.1, even if University terminates this Agreement for its convenience prior to the ensuing July 1st. Moreover, if the Team was ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, University shall pay Coach the supplemental compensation described in section 3.2.2, even if University terminates this Agreement for its convenience prior to the ensuing July 1st. The aforementioned supplemental compensation shall be paid in the manner described in sections 3.2.1 and 3.2.2 respectively but only for the fiscal year in which this Agreement is terminated. Additionally, if University terminates this Agreement for its own convenience after the first payment but prior to the second payment required under section 3.2.4, then University shall make the second payment as described in section 3.2.4, but only for the fiscal year in which this Agreement is terminated. The amount payable by University under this section 5.2.2 shall be reduced by gross sums earned by Coach from employment as a football coach at an NCAA Division I institution or in a professional league. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee for as long as Coach would have remained employed under this Agreement but for University's termination, except that if Coach obtains reasonably comparable employer-provided health and/or life insurance Coach's University-provided health and/or life insurance shall terminate. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, or suffer harm to his professional reputation, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such

liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University, unless University's termination was in bad faith. The liquidated damages are not, and shall not be construed to be, a penalty.

### **5.3 Termination by Coach for Convenience.**

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for his convenience at any time as a result of obtaining employment as a football coach at an NCAA Division I institution or in a professional football league, all obligations of the University shall cease as of the effective date of the termination. If the Coach so terminates this Agreement, he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 31, 2001, the sum of \$30,000.00; (b) if the Agreement is terminated between February 1, 2001, and January 31, 2002, inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between February 1, 2002, and January 31, 2003, inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination and, to the extent permitted by law, shall be characterized as a charitable contribution to University.

5.3.4 If University is placed on probation or loses five or more scholarships as a result of an NCAA violation of someone other than Coach or one or more of the employees over whom Coach has supervisory responsibility, Coach may terminate this Agreement, and neither party shall have any further obligations hereunder.

5.3.5 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to



determine with certainty. The parties further agree that the payment of such liquidated damages  
**UNIVERSITY OF IDAHO** **March 16-17, 2000**

by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.6 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for his convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's then-existing disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid, including all compensation described in sections 3.2.1, 3.2.2, 3.2.3 and 3.2.4, and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder. In addition, Coach's beneficiaries shall be entitled to participate in University's health insurance plan to the extent provided for by law.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid, including all compensation described in sections 3.2.1, 3.2.2, 3.2.3 and 3.2.4, and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or

due to death or disability or the suspension of Coach, regardless of the circumstances, unless University suspended Coach in bad faith.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the Board of Regents Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

## **ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents' and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or

subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in Annual Salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Director of Athletics  
    University of Idaho  
    Moscow, ID 83844  
    FAX: (208) 885-2862

with a copy to:                      President  
    University of Idaho  
    Moscow, ID 83844  
    FAX: (208) 885-6558

the Coach: Tom Cable  
Last known address on file with  
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Hoover, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Cable

\_\_\_\_\_  
Date

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2000.

## UNIVERSITY OF IDAHO

### 2.9 Request to Serve Alcohol

In 1993 the Regents developed Guidelines for Enforcement and Monitoring of Alcohol Rule. That guideline permits the legal consumption of alcoholic beverages in appropriate areas designated by campus presidents upon Board approval. UI requests State Board and Regents approval of the President's designation of areas listed below for the occasional service of alcoholic beverages.

#### Designated Areas:

UI Research Parks and Business Incubators  
Selected Off-Campus Conference Locations (e.g. Taylor Ranch Field Station)

The University currently operates a research park in Post Falls and business incubators in Moscow and Caldwell. In addition, the University operates field locations around the State including the Taylor Ranch Field Station, the Clark Fork Field Station and the McCall Field Station. Idaho industries, non-profit groups, and the University use these non-academic locations for events, retreats, and executive seminars. The ability to serve alcoholic beverages in these locations will support our strategic partnerships with industry, the UI Foundation's fund raising activities, and the auxiliary enterprises of the University.

Prichard Art Gallery (located in downtown Moscow)  
UI Golf Course (only available for private events sponsored by non-student groups)

These two venues are attractive for local community events. Event sponsors sometimes request the opportunity to serve alcoholic beverages. Prior to the Board's adoption of the 1993 guidelines it was permissible to serve alcoholic beverages at these locations. The University would like to designate these areas once again for special events during which alcoholic beverages may be served. The golf course will only be available for private events sponsored by non-student groups.

#### Process:

The president will delegate to the Director of Auxiliary Services responsibility for approving the service of alcoholic beverages at the above designated locations for specific events on a case-by-case basis. **(See pages 73-75 for process and application form.)**

**It was moved by \_\_\_\_\_ and carried to approve/disapprove/table the request from**

the University of Idaho to serve alcohol on campus.

**UNIVERSITY OF IDAHO**

**March 16-17, 2000**

**Conferences, Events and Information Services**

**University of Idaho**

**North Campus Center**

**Moscow, ID 83844-1205**

**Phone: (208) 885-6662**

**Fax: (208) 885-6971**

**Service of Alcoholic Beverages Application Process**

Approval of an application allows alcoholic beverages to be served at the locations listed below:

UI Research Parks and Business Incubators

Off-Campus Conference Locations (e.g. Taylor Ranch Field Station)

Prichard Art Gallery

UI Golf Course (only for private events sponsored by non-student groups)

Non-alcoholic beverages shall be served at all events where alcoholic beverages are offered and must be as readily available as alcoholic beverages.

Any advertising directed to the general public for an event may refer to the fact that alcoholic beverages will be served so long as the advertisement specifies that only persons over the age of 21 will be served.

The event sponsor assumes full responsibility to ensure that no one under the legal drinking age is supplied or allowed to consume any alcoholic beverage at the function. The event sponsor will indemnify and defend the University and the State of Idaho from all legal liability that may arise as a result of the event.

**Procedures for Applying**

Application forms are available in the Office of Conferences, Events and Information (CEIS) Services, North Campus Center, Pullman Road, Moscow, Idaho, and on the Internet at [www.uidaho.edu/](http://www.uidaho.edu/).

Sponsor must submit the application prior to securing a "catering permit" or other permits required by State or local government. The University reserves the right to require the use of university provided licensed catering services for the service of alcoholic beverages for the event. Final application approval will not be complete without proof of ability to serve alcoholic beverages under local or State law.

A completed application form must be submitted at least twenty-one days prior to the event. CEIS will notify the applicant when the application is approved.

Service of Alcoholic Beverages Application

Return to Conferences, Events and Information Services, University of Idaho, North Campus Center,  
Moscow, ID 83844-1205

1. Name of sponsor \_\_\_\_\_  
Contact person for sponsor \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_ Fax \_\_\_\_\_
2. Date of event \_\_\_\_\_  
Time of event \_\_\_\_\_ to \_\_\_\_\_
3. Location of event \_\_\_\_\_
4. Purpose of event \_\_\_\_\_
5. Approximate number of attendees over the age of 21 \_\_\_\_\_
6. Approximate number of attendees under the age of 21 \_\_\_\_\_
7. Manner in which Sponsor will regulate admission to the event  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Sponsor acknowledges that:

a. Idaho law provides that no person shall give or otherwise supply alcoholic beverages to any person under the legal age (21) or purchase for or permit any person under that age to consume any alcoholic

beverages on his/her premises or any premises under his/her control.

**UNIVERSITY OF IDAHO**

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- b. Sponsor assumes full responsibility to ensure that no person under the age of twenty-one (21) is supplied or consumes any alcoholic beverages at the event for which this application is made.
  - c. State and local laws may apply requiring the procurement of a "catering permit" or other permit prior to service of alcoholic beverages and sponsor is required to obtain such permits.
  - d. A violation of the foregoing law subjects the violator to prosecution and punishment.
9. Sponsor agrees to indemnify, defend and save harmless the University of Idaho and the State of Idaho, their officers, employees and regents, from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever which may arise as a result of the event for which this permit is issued.
10. By signing this application, Sponsor agrees to abide by the conditions stated in this application.

Catering permit secured by sponsor \_\_\_\_\_yes \_\_\_\_\_no (attach copy, if yes)  
Auxiliary Services to provide licensed caterer \_\_\_\_\_yes \_\_\_\_\_no

---

Sponsor Designee \_\_\_\_\_ Title \_\_\_\_\_

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved contingent upon receipt of catering permit or agreement to use licensed caterer:

---

Director of Auxiliary Services or Designee \_\_\_\_\_ Date \_\_\_\_\_



#### 4. BOARD ACTION: Standard Multi-Year Athletic Contract

**BACKGROUND:** The attached contract is a new proposed model contract for use in multi-year athletic contract situations. It was developed primarily by the Office of University Counsel at the University of Idaho, but was done with the input and cooperation of the other University Counsel Offices and the Board's Chief Legal Officer.

**DISCUSSION:** The new model contract covers areas in greater detail than the current Board approved contract. The contract is needed primarily due to changes in the market for head coaches. The market is demanding more detailed and comprehensive contracts and more coaches are seeking representation by sports agents and attorneys. This model is designed to fill that need and continue to protect the interests of the institution.

In particular, the following items should be noted. First, the contract does contain a liquidated damages clause. The coach will be contractually bound to pay the institution if he or she leaves within the term of the agreement (Section 5.3.3). Second, many of the incentive or merit pay provisions only vest with the coach if he or she stays with the institution during the year following the year in which the requirements of the merit or incentive pay were met (See Generally Section 3.2). Both of these items are designed to keep coaches for longer terms.

Third, the agreement contains a specific pay incentive tied solely to academic performance and behavior of the student team members (Section 3.2.3). This paragraph is intended to comply with Board Policy II.E.1.a which states "Each contract for the services of a coach shall include incentives based upon the academic performance of the student athletes whom the coach supervises. In prior versions of this paragraph, academic performance supplemental pay was included with other performance measures. This new version is solely tied to academic measures. In addition, this paragraph requires that supplemental pay based on student academic performance, and the justification therefore, be reported separately to the Coach and to the Board. The following is the proposed text of the paragraph:

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to     (amount or computation)     based on the academic achievement and behavior of Team members and the academic development of the (Sport) program. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the

factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

**STAFF RECOMMENDATIONS:** Staff recommends approval of the model coaching contract for use by all institutions (BSU, ISU, LCSC, UI) for multi-year athletic contracts. In addition, staff recommends that the paragraph labeled “3.2.3” regarding academic performance, in its proposed form, be a required element. Staff also recommends that the liquidated damages clause, section “5.3.3” be a required element with amounts as appropriate given the total amount of the compensation in the agreement.

**FISCAL IMPACT:** None.

**BOARD ACTION:** It was moved by \_\_\_\_\_ and carried to approve/disapprove/table the new model multi-year athletic contract for all institutions to use for all personnel subject and pursuant to Section II.E.1.a of the Board Governing Policies and Procedures, and to require that the paragraph labeled “3.2.3” regarding academic performance, in its proposed form, be a required element of every such contract and that the liquidated damages clause, section “5.3.3”, be a required element with amounts as appropriate given the total amount of the compensation in the agreement.

**ATTACHMENTS:** Draft Model Athletic Contract

## **(MODEL ATHLETICS CONTRACT)**

### **EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_  
(University (College)), and \_\_\_\_\_ (Coach).

#### **ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University (College) shall employ Coach as the head coach of its intercollegiate (Sport) team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.4. Reporting Relationship. Coach shall report and be responsible directly to the University (College)'s Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University (College)'s President (President).

1.5. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University (College)'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (College) shall have the right, at any time, to reassign Coach to duties at the University (College) other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through (Depending on supplemental pay provisions used) shall cease.

#### **ARTICLE 2**

2.3. Term. This Agreement is for a fixed-term appointment of \_\_\_\_\_ (\_\_\_\_) years, commencing on \_\_\_\_\_ and terminating, without further notice to Coach, on \_\_\_\_\_ unless sooner terminated in accordance with other provisions of this Agreement

2.4. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University (College)'s Board of (Regents or Trustees). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University (College).

## ARTICLE 3

### 3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (College) shall provide to Coach:

- a) An annual salary of \$\_\_\_\_\_ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) ;
- b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

### 3.3 Supplemental Compensation

3.2.2. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth (Sport) camps on its

campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment) .

**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:

- a) The summer youth camp operation reflects positively on the University (College) and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_ .
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will

not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University (College) to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

## ARTICLE 4

4.2. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.2.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.2.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.2.3. Observe and uphold all academic standards, requirements, and policies of the University (College) and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.2.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University (College), the University (College)'s governing board, the conference, and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University (College)'s Handbook; (c) University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the (Sport) conference of which the University (College) is a member.

4.3 Outside Activities. Coach shall not undertake any business, professional or personal



activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s President for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University (College)'s Board of (Trustees or Regents).

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University (College) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- g) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- h) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University (College);
- i) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference or the NCAA (NAIA), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- j) Ten (10) working days' absence of Coach from duty without the University (College)'s consent;
- k) Any conduct of Coach that constitutes moral turpitude or that would, in the University (College)'s judgment, reflect adversely on the University (College) or its athletic programs;
- l) The failure of Coach to represent the University (College) and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA (NAIA) or the University (College) in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA);
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees

for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University (College) as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University (College) shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University (College)'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University (College) shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA (NAIA) regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA (NAIA) enforcement procedures. This section applies to violations occurring at the University (College) or at previous institutions at which the Coach was employed.

## 5.2 Termination of Coach for Convenience of University (College).

5.2.1 At any time after commencement of this Agreement, University (College), for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University (College) terminates this Agreement for its own convenience, University (College) shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University (College) until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University

(College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University (College) is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University (College) before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University (College). Termination shall be effective ten (10) days after notice is given to the University (College).

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before \_\_\_\_\_, the sum of \$30,000.00; (b) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University (College)'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University (College) and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University (College).

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University (College)'s student-athletes or otherwise obstruct the University (College)'s ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

### ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University (College)'s Board of (Regents or Trustees) and executed by both parties as set forth below.

In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University (College)'s Board of (Regents or Trustees), the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University (College)'s rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the \_\_\_\_\_ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University (College)'s direction or for the University (College)'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University (College). Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University (College).

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released

and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University (College)'s sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University (College): Director of Athletics

\_\_\_\_\_  
\_\_\_\_\_

with a copy to: President

\_\_\_\_\_  
\_\_\_\_\_

the Coach:

\_\_\_\_\_  
Last known address on file with  
University (College)'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University (College)'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (College) (including contraction, abbreviation or simulation), except in the course and scope of his official University (College) duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties,



and approved by University (College)'s Board of (Regents or Trustees).

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY (COLLEGE)

COACH

\_\_\_\_\_  
, President      Date

\_\_\_\_\_  
Date

Approved by the Board of (Regents or Trustees) on the \_\_\_\_ day of \_\_\_\_\_, 2000.

**5. BOARD ACTION:** First Reading: Policy Change - Executive Officers

**It was moved by \_\_\_\_\_ and carried** to approve/disapprove/table the First Reading of the changes to Governing Policies and Procedures, Section I, Subsection E as exhibited.

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: E Executive Officers**

**E. EXECUTIVE OFFICERS**

**1. Executive Director.**

The executive director is charged with ensuring the effective articulation and coordination of the institutional, agency, and statewide concerns and is advisor to the Board and the presidents/agency heads on all appropriate matters.

**2. Presidents/Agency Heads.**

**a. Responsibilities.**

The president/agency head is the chief program and administrative officer of the institution or agency. The president/agency head has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution or agency and is held accountable by the Board for the successful functioning of the institution or agency in all of its units, divisions, and services. The president/agency head is employed by and serves at the pleasure of the Board unless the contract of employment specifies otherwise.

For the higher education institutions, the Board expects the presidents to obtain the necessary input from the faculty, classified and exempt employees, and students, but it holds the presidents ultimately responsible for the well-being of the institutions, and final decisions at the institutional level rest with the presidents.

**b. The chief executive officer is held accountable to the Board for performing the following duties within his or her designated areas of responsibility:**

(1) Relations with the Board.

- (a) Conduct of the institution or agency in accordance with the Governing Policies and Procedures of the Board and applicable state and federal laws.
- (b) Effective communication among the Board, the Board office, and the institution or agency.
- (c) Preparation of such budgets as may be necessary for proper reporting and planning.

Transmittal to the Board of recommendations initiated within the institution or agency.

- (e) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs, and all other matters of statewide concern.
- (f) Notification to Board president or executive director of any out-of-state absence exceeding one week.

(2) Leadership of the Institution or Agency.

- (a) Recruitment and retention of employees.
- (b) Development of programs, in accordance with an evolving plan for the institution or agency.
- (c) In cooperation with appropriate parties, the promotion of the effective and efficient functioning of the institution or agency.
- (d) Development of methods that will encourage responsible and effective contributions by various parties associated with the institution or agency in the achievement of the goals of the institution or agency.

(3) Relations with the Public.

- (a) Development of rapport between the institution or agency and the public which it serves.
- (b) Official representation of the institution or agency and its Board-approved role and mission to the public.
- (c) The chief executive officer is evaluated by the executive director, who

makes recommendations to the Board with respect to future contracts and compensation. The performance evaluation is based upon the duties outlined in this policy and mutually agreed upon goals between the chief executive officer and the executive director acting on behalf of the Board. Final decisions with respect to future contracts are made by the Board.

c. Terms and Conditions.

The Board and the president/agency head shall sign an annual letter of agreement that documents the period of appointment, salary, and any additional terms. The Board shall evaluate the president/agency head's performance pursuant to the Board's evaluation policy.

d. Compensation and Benefits.

The president/agency head's annual salary shall be set and approved by the Board. The president/agency head shall not receive personal salary or benefits or supplements from institutional foundations or other affiliated organizations except as allowed for institutional presidents pursuant to topic 3, subtopic e, below and as such is specifically approved by the Board in each instance. Additionally, the president/agency head may not receive personal salary or benefits or supplements from other outside sources without prior Board approval.

In addition to the salary referred to above, the president/agency head shall receive the usual and ordinary medical, retirement, leave, educational, and other benefits available to all institutional and agency employees. ~~However, presidents/agency heads are not eligible for longevity increases in accordance with Section II, Subsection N, Governing Policies and Procedures.~~

e. The president/agency head shall receive reasonable and adequate liability insurance coverage under the state's risk management program. In addition, the institutional foundations and other affiliates shall provide the necessary directors and officers insurance for the president/agency head.

f. Relocation and moving expenses incurred by the president/agency head will be paid in accordance with the policies and rates established by the State Board of Examiners.

**3. Institutional Presidents: Housing, Automobile, Expense Reimbursement, and Termination Policy.**

a. The presidents are responsible for hosting official functions to promote their respective institutions. Three (3) institutions own homes that are the most suitable facilities available for this purpose. At these institutions, the presidents are required to live in the official residences provided.

To preserve the image of the institutions and to provide adequate maintenance of state-owned property, the institutions shall provide support services for these residences. This support shall include maintenance and repairs, utilities, and groundskeeping.

In the event that the institution does not own an official residence, a housing allowance will be provided that is similar in value to living in the official residence. In addition, this allowance shall cover reasonable maintenance and repair expenses related to the use of this home as the president's official residence.

b. Each president shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.

If a president does not elect to use a vehicle provided by the institution, the institution will provide the president a vehicle allowance in lieu of the cost of leasing, automobile maintenance, and insurance. Documented business travel will be reimbursed to compensate for gasoline costs.

c. The presidents shall receive reimbursement for official entertainment expenses. Public relations and other out-of-pocket expenses may be reimbursed if they are directly related to the function of the institution as determined by the president. (See fiscal policy for entertainment and related expenses.)

d. Terminations.

In the event the president's appointment is terminated by Board action (for or without cause), the president shall be paid all compensation and benefits under the terms of his or her employment agreement until the termination of said appointment. ~~If the termination is on short notice late in the president's appointment, the Board may approve a reasonable termination package. This provision does not apply when the basis of termination is criminal misconduct.~~

#### Foundation Provided Supplemental Compensation and Benefits

Supplemental compensation or benefits for the presidents may be approved by the Board on a case-by-case basis. Any such supplemental compensation or benefit must meet all requirements of this subtopic.

The funding for such supplemental compensation or benefits must be provided by the institution's related foundation meeting all requirements of Section V, Subsection E of the Board's Governing, Policies and Procedures.

The presidents shall, at the first knowledge of any proposed supplemental compensation or benefits, refer the foundation representatives to the Board President and the Executive Director. The Board President and the Chairman of the Board's Personnel and Student Affairs Committee, or their designee, shall direct the conduct of any and all negotiations with the foundations regarding any supplemental compensation or benefits agreements.

An agreement between the foundation, the President, and the Board must be created that details the nature and scope of the supplemental compensation and benefits. The agreement must contain a provision in which the foundation and president each agree to indemnify the institution and the Board from and against all claims arising from any supplemental compensation and benefits agreement.

Specific and prior Board approval is required for any supplemental compensation and benefits agreement and for any amendment thereto.

**4. Superintendent for the Idaho School for the Deaf and the Blind (ISDB): Housing and Automobile Policy.**

a. The superintendent for the ISDB is responsible for hosting official functions to promote the school. The ISDB owns a home that is the most suitable facility available for this purpose. The superintendent for the ISDB is required to live in this official residence.

To preserve the image of the ISDB and to provide adequate maintenance of state-owned property, the ISDB shall provide support services for this residence. This support shall include maintenance, utilities, custodial, and groundskeeping.

b. The superintendent for the ISDB shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.

**6. BOARD ACTION:** Scholarship Program Recipients/Alternates, 2000-01

a. State of Idaho Scholarship Program

The State of Idaho Scholarship awards outstanding high school students who will attend Idaho institutions of higher learning \$2750 a year, renewable for up to four years. Funds are available to award twenty-four (24) new scholarships for the 2000-01 school year, eighteen (18) academic and six (6) professional-technical. Applicants are ranked based on academic and professional-technical high school records, and ACT or COMPASS scores. It is recommended that the top eighteen (18) academic and the top six (6) professional-technical students be awarded the State of Idaho Scholarship and, if approved recipients of the award decline the scholarship for whatever reason, to authorize the awarding of the scholarships to alternates as listed in order on the attachment.

**It was moved by \_\_\_\_\_ and carried** that the State of Idaho Scholarship for 2000-01 be awarded to the students as recommended.

b. Tschudy Family Scholarship

The UI Trust and Investment Office which administers the will of Arlene Swindler has authorized funding for seven (7) new Tschudy Family scholarships for the 2000-01 school year to be awarded to students who are graduating, or have graduated during the past seven years, from Emmett High School. These awards are in the amount of \$2,000 per year and renewable for up to five (5) years of undergraduate study and two (2) years of graduate study. Selection of the recipients for this scholarship is based on a review by a selection committee in Emmett and the applicants' financial need as indicated by their Free Application for Student Financial Aid (FAFSA). Results from the institutions regarding financial need are not yet available. Applications are ranked based on a combination of their financial need and the rating of the Emmett committee. It is recommended that the top seven (7) students from that ranking be awarded the Tschudy Family Scholarship beginning the fall of 2000.

**It was moved by \_\_\_\_\_ and carried** to approve the award of the Tschudy

Family Scholarship for 2000-01 be awarded to the students as recommended.

## **7. COMMITTEE FORUM**

### Presidents:

Dr. Richard Bowen, ISU  
Dr. Michael Burke, NIC  
Dr. James Hottois, LCSC  
Dr. Robert Hoover, UI  
Dr. Miles LaRowe, EITC  
Mr. Jerry Meyerhoeffer, CSI  
Dr. Charles Ruch, BSU

### Agency Heads:

Mr. Ron Darcy, ISDB – Speed Limit Update  
Mr. Peter Morrill, IPTV  
Dr. Mike Rush, SDPTE – Overview of Farm Crisis Ad Hoc Effort  
Mr. Pat Young, IDVR

### Faculty Presidents:

Dr. Deborah Frincke, UI  
Ms. Mary Lou Robinson, LCSC  
Ms. Pam Ingram, EITC  
Ms. Edit Szanto, CSI  
Dr. Jennifer Attebery, ISU  
Mr. Curt Nelson, NIC  
Dr. Linda Petlichkoff, BSU

### Student Body Presidents:

Ms. Teresa Daniels, EITC  
Ms. Angela Buhler, CSI  
Mr. Matt Bott, BSU  
Mr. Bart Cochran, UI  
Mr. Nathan Peterson, LCSC  
Mr. Dan Sheckler, NIC  
Ms. Katie Muhlfeith, ISU