

PERSONNEL/STUDENT AFFAIRS COMMITTEE

April 20, 2000

1:45-3:15

Idaho Falls Center for Higher Education, Room 211

Idaho Falls, Idaho

ITEM		PAGE
1.	Committee Minutes	2
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* Personnel actions of any kind with annual salary amounts at or over \$95,000 are placed on the Non-routine Agendas (per Committee Chair).

1. Committee Minutes – Minutes of the March, 2000 Meeting

Minutes are approved by consensus.

DRAFT

Personnel/Student Affairs Committee
Unapproved Minutes
March 16, 2000

Board Members: Tom Boyd, Chair
Harold W. Davis

Attendees: Greg Fitch, Pat Young, Ron Darcy, Richard Bowen, James
Hottois, Brian Pitcher, Michael Burke, Ron Pisaneschi, Ann
Stephens, Miles LaRowe, Caryl Smith, Linda Petlechkoff and Matt
Bott

1. The minutes were approved with the correction that the \$75,000 needed by IPTV was for production rather than airing costs.
2. Routine Agenda Items

Dr. James Hottois asked that Item 2.34, Dean – Technical College, be pulled from the LCSC agenda.

It was moved by Mr. Davis and seconded by Mr. Boyd to recommend approval of the routine 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.

Mr. Boyd asked that anyone with comments regarding agenda items, feel free to bring them up for discussion.

Mr. Davis said the Board has not delegated to any committee any authority other than to consider an issue and make recommendations. He asked Mr. Kevin Satterlee to address the Board during committee reports regarding the issue.

3. Non-Routine Agenda Items

Boise State University

Dr. Ruch reviewed BSU's non-routine items. Mr. Davis asked if the pay increase for Stacey Pearson was in excess of the 90 percent rule. Dr. Ruch said the personnel office identified the amount by looking at similar positions. Additionally, she is not permanent, but is working on a month-to-month basis. Dr. Fitch said the 90 percent rule applied to those temporarily filling a position. Dr. Ruch said he would check on what Mr. Harry Neel is being paid and have that figure by committee reports.

Idaho State University

Dr. Bowen said one position was a promotion and the other was a temporarily filling of a position until the completion of a search.

Lewis-Clark State College

Dr. Hottois said the non-routine item was an increase from a 9 to a 12 month position and also an increase in responsibilities.

University of Idaho

Due to concerns regarding mid-year salary increases, the following items were pulled and will be reviewed in April: Bryon Dangerfield, John Miller, Brian Pitcher and Jerry Wallace.

Dr. Bowen felt the committee should talk to all of the presidents about the issue of pay increases. Mr. Boyd agreed. Mr. Davis asked if the issue had been discussed in Presidents' Council and was told it had not.

It was moved by Mr. Davis and seconded by Mr. Boyd to recommend approval of the items listed in the non-routine agendas, with the exceptions as noted.

Idaho School for the Deaf and the Blind

It was moved by Mr. Davis and seconded by Mr. Boyd to recommend approval of the agreement.

University of Idaho

2.8 – Tom Cable

It was moved by Mr. Davis and seconded by Mr. Boyd to recommend approval of the employment contract for Tom Cable, Head Football Coach at the UI.

2.9 – Request to Serve Alcohol

Dr. Pitcher said the proposed locations are used for meetings and community events, and the ability to serve alcoholic beverages would support the partnering with industry and UI Foundation fundraising. Approval will only be authorized for venues where there are no students.

4. The request was sent to the Board without a recommendation.
Standard Multi-year Athletic Contract

Mr. Kevin Satterlee reported he and the legal counsels at the institutions worked together in writing the contract. He then reviewed various aspects of the contract.

Mr. Satterlee advised that current contracts would not be affected, but that the individuals would be brought under the new contract when the current contracts expire.

It was moved by Mr. Davis and seconded by Mr. Boyd to recommend approval of the contract.

5. Policy Change – First Reading: Executive Officers

Mr. Satterlee reviewed the proposed policy change. As the presidents have not had the opportunity to review the proposed changes, the item was pulled. It will be placed on the Presidents' Council's April agenda for discussion and will be brought back to the committee in April for a First Reading.

6. Scholarship Program Recipients/Alternates

Ms. Caryl Smith reviewed the State of Idaho and Tschudy Family scholarship programs. The amounts to be awarded through the State of Idaho Scholarship Program will be determined by the legislature.

Dr. Ruch thanked the Board staff for bringing the awards to the Board in March instead of April.

It was moved by Mr. Davis and seconded by Mr. Boyd to recommend approval of the State of Idaho Scholarship awards.

It was moved by Mr. Davis and seconded by Mr. Boyd to recommend approval of the Tschudy Scholarship awards.

7. Committee Forum

NOTE: The tape became extremely difficult to hear from this point onward.

Mr. Davis asked Mr. Pisaneschi to review the status of IPTV funding. Mr. Pisaneschi said that although the amount given this year is less than originally requested, they have been able to bring the original amount down so what has been granted will enable them to begin the digital conversion process.

Mr. Darcy reported the Gooding City Council has reduced the speed limit in front of the school to the requested 25 miles per hour.

2. BOARD ACTION: Agency/Institution Routine Agenda Items

Routine agenda items were submitted for:

Idaho Division of Vocational Rehabilitation – Page 7

Idaho Public Television – Page 8

Idaho School for the Deaf and the Blind—Page 13

Boise State University—Page 16

Idaho State University—Page 26

Lewis-Clark State College—Page 32

University of Idaho—Page 36

COMMITTEE ACTION:

I move to send the above listed routine agenda items to the Board with a recommendation to approve/disapprove/table. Seconded By: _____.

BOARD ACTION:

I move to approve/disapprove/table the above listed routine agenda items.
Carried: Yes No

IDAHO DIVISION OF VOCATIONAL REHABILITATION April 20-21, 2000

**PERSONNEL/STUDENT AFFAIRS COMMITTEE
ROUTINE AGENDA**

2.1 Appointment

Mark A. Gritton Rehabilitation Counselor
FTE/Term: 1.0/12 months
Proposed Annual Salary: \$27,560.00
Effective Date: March 13, 2000
Rationale: Replacement

2.3 Changes in Salary, Rank, Title or Duties

Nanna G. Bjurquist Rehab Counselor II
FTE/Term: 1.0/12 Months
Proposed Annual Salary: \$34,590.40
Current Annual Salary: \$32,947.20
Amount and Percent: +\$1,643.20/+5%
Effective Date: March 19, 2000
Rationale: Promotion from Counselor I

Brad L. Bruhn Rehabilitation Counselor I
FTE/Term: 1.0/12 Months
Proposed Annual Salary: \$30,264.00
Current Annual Salary: \$27,560.00
Amount and Percent: +\$2,704/+10.0%
Effective Date: April 2, 2000
Rationale: Promotion from Rehabilitation Counselor

Darrell I. Quist Regional Manager
FTE/Term: 1.0/12 Months
Proposed Annual Salary: \$41,620.80
Current Annual Salary: \$35,089.60
Amount and Percent: \$6,531.20/+18.7%
Effective date: April 2, 2000
Rationale: Replacement/Promotion from Rehab Counselor II

Patricia B. Burke Rehabilitation Counselor I
FTE/Term: 1.0/12 Months
Proposed Annual Salary: \$30,264.00
Current Annual Salary: \$27,560.00
Amount and Percent: \$2,704.00/10.0%
Effective date: April 2, 2000
Rationale: Promotion from Rehabilitation Counselor

**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: March 24, 2000
Re: System Report

Festival 2000 Exceeds Goal, Page 2

Statewide Primary Debates Return To IdahoPTV in May, Page 2

Welcome To Bechtel BWXT Idaho, LLC and British Nuclear Fuels, Ltd, Page 3

DIALOGUE Examines Medicaid in Idaho, Page 3

DIALOGUE Examines Grizzly Bear Re introduction, Page 4

New Spanish Language Resources on IdahoPTV.org, Page 4

Upcoming Programs, Page 5

IdahoPTV Page 2

FESTIVAL 2000 EXCEEDS GOAL

It's almost become a tradition for some to make their FESTIVAL pledge to Idaho Public Television on the last day of the on-air fundraising campaign. This year was no exception. Fifteen percent of the calls and 19% of the money pledged on-air came in during the last hours of the 16-day event. This phenomenon enabled Idaho Public Television to exceed its \$850,000 goal - with the final number for pledges made over the phone and through the mail being \$862,806!

Over 4800 phone pledges were received during the campaign, including 2100 from new members. IdahoPTV's local productions continued to be viewer favorites with \$43,000 pledged for IDAHO: AN AERIAL TAPESTRY alone.

Our thanks to the hundreds of volunteers, the community partners, the challenge granters, and all of you who made a pledge. FESTIVAL 2000 was an exciting and successful start to the new millennium, as well as a strong sign of support for helping Idaho Public Television continue to bring you the best!

The annual March Festival campaign is the largest single component of Idaho Public Television's fund raising efforts, Viano said, and it is also the most visible effort to attract new members.

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

STATEWIDE PRIMARY DEBATES RETURN TO IDAHOPTV IN MAY

The two-decades plus tradition of political debates on Idaho Public Television continues this coming May, with the return of THE IDAHO DEBATES.

In collaboration with the Idaho Press Club and the League of Women Voters of Idaho, we are anticipating holding debates for the following races:

- 1st Congressional GOP
- 1st Congressional Democrat
- 2nd Congressional Democrat
- Idaho Supreme Court

The participant and event schedule will be finalized after the April 1 candidate filing date.

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WELCOME TO BECHTEL BWXT IDAHO, LLC AND BRITISH NUCLEAR FUELS, LTD

A warm welcome to Bechtel BWXT Idaho, LLC and British Nuclear Fuels, Ltd for joining Idaho Public Television's family of corporations that underwrite programming. They are sponsoring NATURE for statewide broadcast.

Dr. Bernard L. Meyers, President and General Manager of BNFL recently wrote:

"This is more than a sponsorship. It is an investment in the State's premier communication network...Idaho Public Television is a unique resource that we believe is vitally important to the future of the state."

DIALOGUE EXAMINES MEDICAID IN IDAHO

—Aired Thursday, March 2 at 8:30/7:30 p.m. MT/PT

—Repeated Sunday, March 5 at 11:30/10:30 p.m. MT/PT

On March 2, DIALOGUE host Marcia Franklin looked at the state Medicaid debate with three guests.

Joining Franklin were Joe Brunson, administrator of the state Medicaid division; Katherine Hansen, co-owner of Community Partnerships of Idaho; and Jim Baugh, executive director of Co-Ad, Inc.

Governor Kempthorne has asked lawmakers to trim \$8 million dollars in state general funds from Idaho's Medicaid budget, which has grown from \$110 million in state funds in 1996 to a proposed \$168 million this coming fiscal year.

But consumer advocacy and providers groups have said that the proposed cuts will hurt the poorest of the poor.

Congress created Medicaid in 1965 to provide medical care for the country's poorest people. The federal government pays for 70 percent of the \$600 million program in Idaho, which serves an estimated 80,000 people.

The Department of Health and Welfare is considering, among other options, hiring 80 "gatekeepers" to pre-authorize certain forms of care, trimming back private case management services; increasing the use of generic drugs, beginning a co-pay program and certifying Idaho's three veterans' homes as Medicaid eligible.

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DIALOGUE EXAMINES GRIZZLY BEAR REINTRODUCTION

—Aired Thursday, March 23 at 8:30/7:30 p.m. MT/PT

—Repeated Sunday, March 26 at 11:30/10:30 p.m. MT/PT

Grizzly bears — once common in Central Idaho — were the topic of discussion on DIALOGUE March 23, when a panel of guests looked at a proposed reintroduction plan.

For 50 years, there have been no verified sightings of the animals in the center of the state. But now, the U.S. Fish and Wildlife Service says the Bitterroot ecosystem of Idaho and Montana, one of the largest contiguous blocks of federal land left in the lower 48 United States, is an excellent place to re-establish grizzly populations.

DIALOGUE host Marcia Franklin and her guests looked at the agency's plan, which calls for a minimum of 25 bears to be placed in a 6,000 square mile area of Central Idaho during a five-year span. Guests include Bob Ruesink, U.S. Fish and Wildlife Service; Scott Farr, Wilderness Outfitters in Challis; Don Smith, Alliance for the Wild Rockies; and Bill Mulligan; Three Rivers Timber in Orofino.

If the plan is implemented, eventually up to 300 bears could make Central Idaho their home. The animals would be considered a nonessential experimental population, making it easier for them to be killed if they had become nuisances or dangerous. A 15-member citizen management committee would oversee the reintroduction efforts.

The plan is opposed by outfitters and guides, who fear that the habitat won't support bears, which will then begin raiding camps or depleting elk herds. Some environmental organizations, on the other hand, don't think the plan goes far enough in protecting grizzlies. The proposal is supported by a citizen's group, which helped write it, and includes members of the timber industry and other environmental groups.

NEW SPANISH LANGUAGE RESOURCES ON IDAHOPTV.ORG

The IdahoPTV Web site now caters to Spanish speaking citizens with materials, program information, and extensive resources, all available in Spanish. The Web site launches in March, with the continual updating of new materials.

Visit the Web site (www.idahoptv.org/outreach/hispanics/) to learn more about the new resource. The text on the site was translated to Spanish by the Morales Dimmick Translation Service of Emmett.

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"Developing this Web site has been a goal in our efforts to better reach under-served audiences. It recognizes the importance of honoring diversity in our Idaho communities," Outreach Director Lynn Allen, says.

The site includes: information about adult and children's programming on IdahoPTV; a section promoting tolerance; links to other Spanish-language Web resources; and learning materials in Spanish for parents, caregivers, and teachers.

We plan to continue to expand our outreach to the Spanish-speaking community, and to build our Web, video and print resources available in Spanish. This summer we will be providing a book a month to children in selected Migrant Head Start programs, coupled with Spanish-language activity sheets to encourage family literacy," Allen says.

UPCOMING PROGRAMS

The American President - 10 hours beginning April 10

The American Experience - George Wallace Setting the Woods on Fire - 3 hours
beginning April 23

Holocaust Remembrance Programming:

Witness: Voices from the Holocaust - May 1

Tak For Alt: Survival of a Human Spirit (A biography of Holocaust survivor Judy Meisel who

has lectured to students in Idaho about her experiences) - May 2

Remembering Anne Frank - May 3

Michael Palin's Hemingway Adventure - 4 hours beginning May 3

Frontline - The Killer at Thurston High - 1 1/2 hours on May 16

Saving Our Schools From Hate & Violence 2 x 30 minutes beginning May 16

Frontline - School Vouchers 1 hour on May 23

**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 School Calendar (See Attachment A).

**IDAHO SCHOOL FOR THE DEAF AND THE BLIND
School Calendar**

**2000-
2001**

**Pending-
3/10/00**

Mont							Mont							
Week	h	M	T	W	TH	F	Week	h	M	T	W	TH	F	
	Aug							20	Jan	H--1	2	V---3	V---4	V---5
	Aug							21	Jan	8	9	10	11	12
	Aug		TI--15	TI--16	TI---17	TI---18		22	Jan	15	16	17	18	19
1	Aug	21	22	23	24	25		23	Jan	22	23	24	25	26
2	Aug	28	29	30	31	1		24	Jan	29	30	31	1	2
3	Sept	H--4	5	6	7	8		25	Feb	5	6	7	8	9
4	Sept	11	12	13	14	15		26	Feb	12	13	14	15	16
5	Sept	18	19	20	21	22		27	Feb	H--19	20	21	22	23
6	Sept	25	26	27	28	29		28	Feb	26	27	28	1	2
7	Oct	2	3	4	TI-5	TI-6		29	Mar	5	6	7	8	9
8	Oct	9	10	11	12	13		30	Mar	12	13	14	15	16
9	Oct	16	17	18	19	20		31	Mar	19	20	21	22	23
10	Oct	23	24	25	26	27		32	Mar	V--26	V--27	V--28	V--29	V--30
11	Nov	30	31	1	2	3		33	Apr	2	3	4	5	6
12	Nov	6	7	8	9	10		34	Apr	9	10	11	12	13
13	Nov	13	14	15	16	17		35	Apr	TI--16	17	18	19	20
14	Nov	V--20	V--21	V--22	H--23	V--24		36	Apr	23	24	25	26	27
15	Nov	27	28	29	30	1		37	May	30	1	2	3	4
16	Dec	4	5	6	7	8		38	May	7	8	9	10	11
17	Dec	11	12	13	14	15		39	May	14	15	16	17	18
18	Dec	18	19	20	21	V--22		40	May	21	22	23	24	25
19	Dec	H--25	V--26	V--27	V--28	V--29		41	May	H--28	29	30	31	TWD--1

1st Semester - 91 days

2nd Semester - 87 days

New Teachers Report Aug 15
 All Staff Report - Inservice/Work Days Aug 16-18
 Dormitories Open: 3:00 PM Aug 20
SCHOOL STARTS Aug 21
 Labor Day - No School Sept 4
 Teacher Inservice Days - No School Oct 5-6

School Reconvenes Jan 8
 End 1st Semester (2nd Qtr - 44) Jan 19
 President's Day - No School Feb 19
 End Third Quarter (44) Mar 23
 Spring Vacation Mar 26-30
 Parents Day Apr 13
 Teacher Inservice Day - No School Apr 16

End First Quarter	(47)	Oct 27	School Reconvenes	Apr 17
Parents Day		Oct 27	Graduation - 10:30 AM	May 25
Thanksgiving Vacation		Nov 20-24	Memorial Day - No School	May 28
School Reconvenes		Nov 27	School Ends	May 31
Christmas Vacation		Dec 22-Jan 7	Teacher Work Day	June 1

PERSONNEL/STUDENT AFFAIRS COMMITTEE
Routine Agenda Items

2.1 Appointments (All Exempt and Non-classified Positions Qualifying for Health and Pension Benefits)

2.11 Administrative

Jamie Campbell—Teacher

FTE/Term: 1.0/12 month
Proposed Annual Salary: \$27,747
Effective Date: January 18, 2000
Department/Funding: Upward Bound/11 month, Grant Funds

Sherrri Chase—Gift and Clothing Buyer

FTE/Term: 1.0/12 month
Proposed Annual Salary: \$33,000
Effective Date: March 1, 2000
Department/Funding: Bookstore/Fiscal, Local Funds

Joshua Collins—Technical Support Specialist

FTE/Term: 1.0/12 month
Proposed Annual Salary: \$38,400
Effective Date: March 6, 2000
Department/Funding: Office of Information Technology/FY, Appropriated Funds

Richard Hartley—Manager, Landscape Services

FTE/Term: 1.0/12 month
Proposed Annual Salary: \$32,926
Effective Date: March 6, 2000
Department/Funding: Physical Plant/Fiscal, Appropriated Funds

Kathleen Patlovich--Accountant

FTE/Term: .5/12 month
Proposed Annual Salary: \$15,132
Effective Date: March 13, 2000
Department/Funding: Foundation/Fiscal, Local Funds

Patricia Pyke—Public Relations Officer

FTE/Term: .5/12 month

Proposed Annual Salary: \$16,624

Effective Date: February 24, 2000

Department/Funding: News Services/Fiscal, Appropriated Funds

2.12 Academic/Instructional

Henry A. Charlier, Jr.—Assistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$40,019

Effective Date: August 21, 2000

Department/Funding: Chemistry/Academic, Appropriated Funds

Scott Yenor--Assistant Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$37,003

Effective Date: August 21, 2000

Department/Funding: Political Science/Academic, Appropriated Funds

**2.3 Reallocation of Position or Changes in Salary, Rank, Title, Duties or Status.
(Exempt and Non-classified Positions Qualifying for Health and Pension)**

2.31 Administrative

Shad Williams—from Technical Support Specialist to Lead Technical Support Specialist/Microcomputers

FTE/Term: 1.0/12month

Proposed Annual Salary: \$44,782

Current Annual Salary: \$39,770

Amount & Percent: +\$5,012/+12.6%

Effective Date: January 1, 2000

Department/Funds: Office of Information Technology/FY, Appropriated Funds

Justification: Internal promotion within the Office of Information Technology.

2.32 Academic/Instructional

Said Ahmed-Zaid--Associate Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$60,237
Current Annual Salary: \$60,237
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Electrical Engineering/Academic, Appropriated Funds
Justification: Awarded tenure

Bruce Ballenger--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$39,998
Current Annual Salary: \$39,998
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: English/Academic, Appropriated Funds
Justification: Awarded tenure

John Battalio--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$42,619
Current Annual Salary: \$42,619
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: English/Academic, Appropriated Funds
Justification: Awarded tenure

Susan Burkett--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$56,014
Current Annual Salary: \$56,014
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Electrical Engineering/Academic, Appropriated Funds
Justification: Awarded tenure

BOISE STATE UNIVERSITY**APRIL 20-21, 2000**

Joie Burns--Assistant Professor and Chair

FTE/Term: 1.0/9.5 Months
Proposed Annual Salary: \$40,021
Current Annual Salary: \$40,021
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Radiologic Sciences/9.5 month, Appropriated Funds
Justification: Awarded tenure

Jean Carey--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$36,564
Current Annual Salary: \$36,564
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Nursing/Academic, Appropriated Funds
Justification: Awarded tenure

Isabelle Constant--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$38,501
Current Annual Salary: \$38,501
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Modern Languages/Academic, Appropriated Funds
Justification: Awarded tenure

Robert Hamilton--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$52,250
Current Annual Salary: \$52,250
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Civil Engineering/Academic, Appropriated Funds
Justification: Awarded tenure

BOISE STATE UNIVERSITY**APRIL 20-21, 2000**

Amit Jain--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$51,813
Current Annual Salary: \$51,813
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Mathematics and Computer Science/AY, Approp Funds
Justification: Awarded tenure

Peter Koetsier--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$40,997
Current Annual Salary: \$40,997
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Biology/Academic, Appropriated Funds
Justification: Awarded tenure

John McChesney--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$40,331
Current Annual Salary: \$40,331
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Kinesiology/Academic, Appropriated Funds
Justification: Awarded tenure

Sean Novak--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$71,938
Current Annual Salary: \$71,938
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Accountancy/Academic, Appropriated Funds
Justification: Awarded tenure

BOISE STATE UNIVERSITY**APRIL 20-21, 2000**

Stephen Parke--Associate Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$57,595
Current Annual Salary: \$57,595
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Electrical Engineering/Academic, Appropriated Funds
Justification: Awarded tenure

Del Siegle--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$40,196
Current Annual Salary: \$40,186
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Foundations, Technology and Secondary Education/AY, Appropriated Funds
Justification: Awarded tenure

Joseph Sener--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$51,917
Current Annual Salary: \$51,917
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Civil Engineering/Academic, Appropriated Funds
Justification: Awarded tenure

Stephen Tennyson--Associate Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$53,518
Current Annual Salary: \$53,518
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Mechanical Engineering/Academic, Appropriated Funds
Justification: Awarded tenure

BOISE STATE UNIVERSITY

APRIL 20-21, 2000

Sharon Walen--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$42,120
Current Annual Salary: \$42,120
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Mathematics and Computer Science/AY, Approp Funds
Justification: Awarded tenure

James Wanek--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$58,302
Current Annual Salary: \$58,302
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Management/Academic, Appropriated Funds
Justification: Awarded tenure

Scott Willison--Associate Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$43,160
Current Annual Salary: \$43,160
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Foundation, Technology and Secondary
Education/Academic, Appropriated Funds
Justification: Awarded tenure

Richard Young--Assistant Professor

FTE/Term: 1.0/9 Months
Proposed Annual Salary: \$36,899
Current Annual Salary: \$36,899
Amount & Percent: 0
Effective Date: August 21, 2000
Department/Funding: Art/Academic, Appropriated Funds
Justification: Awarded tenure

2.6 Request for New Positions

2.61 Administrative

Title: Underwriting Representative
Type: Professional
FTE/Term: 1.0/12 month
Annual Salary: \$31,824 (plus benefits of \$8,911)
Effective Date: July 1, 2000
Department/Funding: BSU Radio/Local Funds
Duties/Responsibilities: Generate underwriting revenue to operate BSU Radio Network.

Title: Women's Center Coordinator
Type: Professional
FTE/Term: 1.0/10 month
Annual Salary: \$26,700 (plus benefits of \$7,476)
Effective Date: August 1, 2000
Department/Funding: Women's Center/Appropriated Funds
Duties/Responsibilities: Working with the Advisory Board for the Women's Center, the coordinator will develop educational programs, workshops, and brown-bag lunches relating to gender issues. Will provide information and counseling to students in need and supervise the staff in the Women's Center.

Title: Multi-Ethnic Center Coordinator
Type: Professional
FTE/Term: 1.0/12 month
Annual Salary: \$32,000 (plus benefits of \$8,960)
Effective Date: June 26, 2000
Department/Funding: Multi-Ethnic Center/Local Funds
Duties/Responsibilities: Working with the Advisory Board of the Multi-Ethnic Center, the coordinator will develop educational programs, workshops, and brown-bag lunches as well as work with entities on campus to facilitate needs of multi-cultural issues. Will supervise the staff in the Multi-Ethnic Center.

Title: Manager, Mechanical Systems, Maint and Operations
Type: Professional
FTE/Term: 1.0/12 month
Annual Salary: \$32,926 (plus benefits of \$9,219)
Effective Date: April 20, 2000
Department/Funding: Physical Plant/Appropriated Funds
Duties/Responsibilities: Supervision and management of the HVAC employees and provide guidance on maintenance issues. Classified PCN 0434 (Mechanical Systems Engineering Specialist) will be deleted in the next FY. The long-term impact will be no change in FTE

2.63 Other

Title: Office Specialist 2
Type: Classified
FTE/Term: .25/12 month
Annual Salary: \$4,540 (plus benefits of \$1,770)
Effective Date: June 26, 2000
Department/Funding: Center for Management Development/Local Funds
Duties/Responsibilities: Increase in FTE from .5 to .75 due to increase workload of new non-credit programs and the increase of attendance at programs for the Center.

Title: Grounds Maintenance Worker
Type: Classified
FTE/Term: 1.0/12 month
Annual Salary: \$14,664 (plus benefits of \$5,719)
Effective Date: June 26, 2000
Department/Funding: Student Housing/Local Funds
Duties/Responsibilities: Provide ground maintenance on a permanent basis. Previously duties performed by temporary employees.

Title: Student Apartment Manager
Type: Classified
FTE/Term: 1.0/12 month
Annual Salary: \$18,158 (plus benefits of \$7,082)
Effective Date: June 26, 2000
Department/Funding: Student Housing/Local Funds
Duties/Responsibilities: Work with student housing to provide assistance with maintenance and cleaning problems in the student apartments.

2.8 Athletics (All Personnel Actions and Positions)

2.81 Appointments

Ted Monachino—Assistant Football Coach

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$47,013

Effective Date: March 3, 2000

Department/Funding: Intercollegiate Athletics/Fiscal, Appropriated Funds

2.82 Separations

Ligashesky, Robert, Assistant Football Coach, resignation effective February 25, 2000.

2.84 Changes in Positions

Jeff Grimes—Assistant Football Coach

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$47,000

Current Annual Salary: \$45,000

Amount & Percent: +\$2,000/+2.9%

Effective Date: January 20, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Change in salary due to coaching change. New responsibilities have been added.

Tom Nordquist—Assistant Football Coach

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$40,000

Current Annual Salary: \$34,500

Amount & Percent: +\$5,500/15.9+%

Effective Date: January 20, 2000

Department/Funds: Intercollegiate Athletics/Fiscal, Appropriated Funds

Justification: Error made in reporting salary on the March agenda.

PERSONNEL/STUDENT AFFAIRS COMMITTEE
ROUTINE AGENDA

2.1 Appointments/Reappointments

2.13 Other

Smith, Kristine H. - Residency Coordinator

FTE/Term: 1.0/12 Months
Department: Family Medicine
Proposed Annual Salary: \$38,001.60
Effective Date: March 20, 2000

Thompson, Kenneth C. - Environmental Radionuclide Field Scientist

FTE/Term: 1.0/12 Months
Department: Physics
Proposed Annual Salary: \$35,360.00
Effective Date: March 5, 2000

2.3 Change in Salary, Rank, Title or Duties

2.32 Academic/Instructional

Bennion, John - Associate Professor

FTE/Term: 1.0 FTE/9 months
Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined
Current Annual Salary: \$ 54,745.60
Amount and Percent: N/A
Department: Engineering
Funding Source: State Funds
Explanation: Tenure.

Calley, Kristin Hamman - Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined
Current Annual Salary: \$38,604.80
Amount and Percent: N/A
Department: Dental Hygiene
Funding Source: State Funds
Explanation: Tenure.

IDAHO STATE UNIVERSITY**April 20-21, 2000**

Creighton, Theodore - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$37,939.20

Amount and Percent: N/A

Department: Education

Funding Source: State Funds

Explanation: Tenure.

Devine, Nancy - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$44,761.60

Amount and Percent: N/A

Department: Physical Therapy

Funding Source: State Funds

Explanation: Tenure.

Johnson, Edward - Associate Professor

FTE/Term: 1.0/9 Months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$39,083.20

Amount and Percent: N/A

Department: Biological Sciences

Funding Source: State Funds

Explanation: Tenure.

Fouad, Rosmarie - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$41,600.00

Amount and Percent: N/A

Department: Library

Funding Source: State Funds

Explanation: Tenure.

IDAHO STATE UNIVERSITY**April 20-21, 2000**

Higgins, Janet - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$41,683.20

Amount and Percent: N/A

Department: Library

Funding Source: State Funds

Explanation: Tenure.

Kantabutra, Vitit - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$53,892.80

Amount and Percent: N/A

Department: Engineering

Funding Source: State Funds

Explanation: Tenure.

Kleist, David M. - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$36,649.60

Amount and Percent: N/A

Department: Counseling

Funding Source: State Funds

Explanation: Tenure.

Mattocks, T. C. - Associate Professor

FTE/Term: 1.0/9 months

Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined

Current Annual Salary: \$66,206.40

Amount and Percent: N/A

Department: Education

Funding Source: State Funds

Explanation: Tenure.

Prineas, Matthew - Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined
Current Annual Salary: \$36,982.40
Amount and Percent: N/A
Department: English & Philosophy
Funding Source: State Funds
Explanation: Tenure.

Seikel, J. Anthony - Associate Professor & Chairperson

FTE/Term: 1.0/9 months
Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined
Current Annual Salary: \$56,971.20
Amount and Percent: N/A
Department: Speech Pathology & Audiology
Funding Source: State Funds
Explanation: Tenure.

Thackray, Glenn - Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined
Current Annual Salary: \$39,041.60
Amount and Percent: N/A
Department: Geology
Funding Source: State Funds
Explanation: Tenure.

2.33 Other

Daniels, Christopher B. - Admissions Representative

FTE/Term: 1.0/change from 11 months to 12 months
Proposed Annual Salary: \$33,488.00
Current Annual Salary: \$30,912.00
Amount and Percent: +\$2,576.00 (+8.34%)
Effective Date: May 28, 2000
Department/Funding: Enrollment Planning/FY/State Funds
Modification of Duties or
Explanation: Increased workload.

Hillard, Madonna E. - change from Interim Associate Director to Associate Director

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$50,024.00
Current Annual Salary: \$45,011.20
Amount and Percent: +\$5,012.80 (+11.14%)
Department: Human Resources
Effective Date: April 3, 2000
Funding Source: State Funds
Modification of Duties or
Explanation: Permanent appointment.

Novosel, John C. - change from Director/Holt Arena & Energy Conservation Officer/Physical Plant to Energy Conservation Officer

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$60,465.60
Current Annual Salary: \$60,465.60
Amount and Percent: N/A
Effective Date: March 20, 2000
Department/Funding: Physical Plant/FY/State Funds
Modification of Duties or
Explanation: Transfer.

2.6 Request for New Position

2.63 Other

Grounds Maintenance Worker

Type: Classified
FTE/Term: .75/12 months
Annual Salary: \$10,998.00
Effective Date: May 1, 2000
Funding Source: State Funds
Department: Physical Plant/FY/State Funds
Duties/Responsibilities: Maintenance of grounds and landscaping. The duties of this position have been previously filled by students and temporary employees. A permanent position is needed to assure continuity and care of the grounds.

2.64 Technical School

Office Specialist 2

Type: Classified
FTE/Term: 1.0/12 months
Annual Salary: \$18,158.40
Effective Date: April 24, 2000
Funding Source: State Funds
Department: Office of the Associate Dean
Duties/Responsibilities: Provide clerical support for the microcomputer support personnel and for faculty teaching distance learning classes. The duties of this position have been previously filled by a part-time temporary employee.

2.8 Athletics

2.81 Appointments

Rhea, Mark - Assistant Football Coach

FTE/Term: 1.0/12 Months
Department: Intercollegiate Athletics
Proposed Annual Salary: \$27,331.20
Effective Date: March 20, 2000

2.82 Reappointments

Henderson, Gordon - Head Soccer Coach

FTE/Term: 1.0/12 months
Department: Intercollegiate Athletics
Proposed Annual Salary: Salary adjustment will occur when FY2001 salaries are determined
Prior Annual Salary: \$37,086.40
Amount and Percent: N/A
Effective Date: January 30, 2000

PERSONNEL/STUDENT AFFAIRS COMMITTEE
ROUTINE AGENDA

2.1 Appointments

2.12 Academic/Instructional

Johnston, Matthew – Assistant Professor

FTE/Term: 1.0/9 months
Department: Division of Natural Sciences
Proposed Annual Salary: \$34,008
Effective Date: August 17, 2000

2.13 Other

Pugh, Whitney – Budget Director

FTE/Term: 1.0/12 months
Department: Administrative Services
Proposed Annual Salary: \$58,011
Effective Date: April 17, 2000

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

2.31 Administrative

Assistant to the President for Planning/Director for institutional Research and Assessment

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$45,000-\$52,000
Current Annual Salary: N/A
Amount & Percent: N/A
Effective Date: July 1, 2000
Department/Funding: Office of the President and Office of Institutional Research
and Assessment/FY/Appropriated

Modification of Duties or

Explanation: Addition of duties presently existing as part of two
positions into a third position.

2.32 Faculty

Tenure and Faculty Performance Review

During the 1999-2000 academic year, four faculty members met the time in service criterion for tenure. Three faculty members applied for tenure. Three candidates received positive recommendations from their respective tenure review committees, the Standing Tenure Review Committee, their division chairs and the provost.

The president endorses these recommendations and requests that the State Board of Education grant tenure to the following three faculty members:

2.32 Harris, Bernice

FTE/Term:	1.0/9 months
Proposed Annual Salary:	\$38,189
Current Annual Salary:	\$38,189
Amount & Percent:	\$0 (+ 0.00%)
Department:	Division of Literature & Languages
Funding Source:	Appropriated Funds
Explanation:	Tenure; effective August 17, 2000

Straughan, Gene

FTE/Term:	1.0/9 months
Proposed Annual Salary:	\$35,547
Current Annual Salary:	\$35,547
Amount & Percent:	\$0 (+ 0.00%)
Department:	Division of Social Sciences
Funding Source:	Appropriated Funds
Explanation:	Tenure; effective August 17, 2000

Taylor, Gwen

FTE/Term:	1.0/9 months
Proposed Annual Salary:	\$42,474
Current Annual Salary:	\$42,474
Amount & Percent:	\$0 (+ 0.00%)
Department:	Division of Education
Funding Source:	Appropriated Funds
Explanation:	Tenure; effective August 17, 2000

Tenure Performance Review

Twenty tenured and non-tenure track faculty members were considered for a performance review. Consistent with State Board policy, these names were circulated to the faculty of the respective divisions, and to the respective division chairs. The twenty reviewed were not challenged and it was recommended that no full performance review be conducted. The provost and the president concurred with this recommendation and the performances of the individuals were deemed to be satisfactory.

- 2.32 Ashby, Jennifer
Barnes, Kim
Flores, Mary
Fonnesbeck, Brian
Haehl, John
Jolley, Jerry
Kriss, Victor
Linneman, Scott
McFarland, Tom
Niewenhous, Susan
Steenberg, Craig
Urquhart, Tom
Wagner, Roberto

- 2.34 Brood, Carl
Combs, Rhonda
Huffman, Dan
Hutson, Jack
Kramer, Barbara
Streeter, William
Vandenbark, Harlan

2.8 Athletics

Collins, Tracy, Head Trainer – trainer for A-4 Basketball Tourney - \$400.00

Hottinger, Jeff – A-4 scorekeeper – Men’s/Women’s Basketball Regional Tournies - \$380.00

Kaviyawasam, Bashitha – cameraman – Video taping men’s and women’s basketball games - \$75.00

O’Grady, Dermot – cameraman – Video taping of 34 men’s and women’s basketball games @\$15.00/game - \$510.00

Rehder, Lisa – Administrative Intern – work with NAIA World Series - \$1,414.00

Wilmonen, Robert – Men’s/Women’s Basketball Frontier Conference Regional clock keeper - \$200.00

Yoshimura, Kip – Volleyball Coach – Summer Camp - \$1,500.00

PERSONNEL/STUDENT AFFAIRS COMMITTEE
ROUTINE AGENDA

2.1 Appointment

2.12 Academic/Instructional

Adam K. Aleksander, Affiliate Associate Professor of Mechanical Engineering

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$0
Effective Date: March 7, 2000
Department/Funding: College of Engineering
Justification: New affiliate faculty

Rick Parker, Affiliate Instructor in Animal and Veterinary Science

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$0
Effective Date: February 22, 2000
Department/Funding: College of Agriculture
Justification: New affiliate faculty

James A. Pfister, Affiliate Professor of Rangeland Ecology and Management

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$0
Effective Date: March 3, 2000
Department/Funding: College of Natural Resources
Justification: New affiliate faculty

Marnie R. Spencer, Assistant Extension Professor, Extension Educator

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$35,006.40
Effective Date: March 6, 2000
Department/Funding: College of Agriculture/ Agriculture Research and
Extension/Appropriated Funds
Justification: New appointment

J. D. Wulfhorst, Assistant Professor of Agricultural Economics

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$48,006.40
Effective Date: March 1, 2000
Department/Funding: Coll of Ag/Ag Research & Exten/Approp Funds
Justification: New appointment

2.13 Other

Keith Dimeler, Accounts Receivable Operations Manager

FTE/Term: 1.0/12 months
 Proposed Annual Salary: \$35,006.40
 Effective Date: February 21, 2000
 Department/Funding: Finance and Administration/Non-appropriated
 Justification: New appointment

David J. Lien, Network and Systems Manager

FTE/Term: 1.0/12 months
 Proposed Annual Salary: \$74,006.40
 Effective Date: February 22, 2000
 Department/Funding: Outreach and Technology, ITS/Appropriated funds
 Justification: New appointment

Brendan Twamley, Crystallographer for University Research Office

FTE/Term: 1.0/12 months
 Proposed Annual Salary: \$45,011.20
 Effective Date: March 13, 2000
 Department/Funding: University Research Office/Non-appropriated funds
 Justification: New appointment

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

2.32 Academic/Instructional

Carol Padgham Albrecht, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
 Proposed Annual Salary: \$39,465.60
 Current Annual Salary: \$34,465.60
 Amount & Percent: +\$5,000.00 (+14.51%)
 Department: College of Letters and Science/Music
 Funding Source: General Education
 Explanation: Promotion to Associate Professor with tenure

Virginia Babcock, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
 Proposed Annual Salary: \$43,230.40
 Current Annual Salary: \$38,230.40
 Amount & Percent: +\$5,000 (+13.08)
 Department: Coll of Letters and Science/Sociology,
 Anthropology, Justice Studies
 Funding Source: General Education
 Explanation: Promotion to Associate Professor with tenure

UNIVERSITY OF IDAHO**April 20-21, 2000**

Curt C. Braun, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$51,448.00
Current Annual Salary: \$46,448.00
Amount & Percent: +\$5,000 (+10.76%)
Department: College of Letters and Science/Psychology
Funding Source: General Education
Explanation: Promotion to Associate Professor with tenure

Randall Brooks, From Assistant Extension Professor to Associate Extension Professor

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$46,192.60
Current Annual Salary: \$40,081.60
Amount & Percent: +\$6,111 (+15.25%)
Department: College of Ag/District I, Cooperative Extension
Funding Source: Agricultural Extension
Explanation: Promotion to Associate Professor with tenure

Allan Caplan, Assistant Professor

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$57,220.80
Current Annual Salary: \$57,220.80
Amount & Percent: +0
Department: College of Agriculture/Microbiology, Molecular
Biology & Biochemistry
Funding Source: No change
Explanation: Tenured

John C. Crepeau, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9months
Proposed Annual Salary: \$60,182.40
Current Annual Salary: \$55,182.40
Amount & Percent: +\$5,000 (+9.06%)
Department: College of Engineering/Mechanical Engineering
Funding Source: General Education/Other
Explanation: Promotion to Associate Professor with tenure

UNIVERSITY OF IDAHO**April 20-21, 2000**

Sandra Evenson, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$43,708.80
Current Annual Salary: \$38,708.80
Amount & Percent: +\$5,000 (+12.92%)
Department: College of Agriculture/Family & Consumer Science
Funding Source: General Education
Explanation: Promotion to Associate Professor with tenure

J. Reed Findlay, From Assistant Extension Professor to Associate Extension Professor

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$42,531.80
Current Annual Salary: \$36,420.80
Amount & Percent: +\$6,111 (+16.78%)
Department: College of Ag/District IV, Cooperative Extension
Funding Source: Agricultural Extension
Explanation: Promotion to Associate Professor with tenure

Aaron Harp, From Assistant Professor to Associate Professor

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$63,602.20
Current Annual Salary: \$57,491.20
Amount & Percent: +\$6,111 (+10.63%)
Department: College of Ag/Ag Economics & Rural Sociology
Funding Source: Agricultural Research/General Education
Explanation: Promotion to Associate Professor with tenure

Kenneth Hart, From Assistant Extension Professor to Associate Extension Professor

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$42,531.80
Current Annual Salary: \$36,420.80
Amount & Percent: +\$6,111 (+16.78%)
Department: College of Ag/District I, Cooperative Extension
Funding Source: Agricultural Extension
Explanation: Promotion to Assoc Extension Professor with tenure

Lorie Later, From Assistant Extension Professor to Associate Extension Professor

FTE/Term: 1.0/12 months
Proposed Annual Salary: \$42,448.60
Current Annual Salary: \$36,337.60
Amount & Percent: +\$6,111 (+16.82%)
Department: College of Ag/District IV, Cooperative Extension
Funding Source: Agricultural Extension
Explanation: Promotion to Assoc Extension Professor with tenure

UNIVERSITY OF IDAHO**April 20-21, 2000**

Kenneth Locke, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$47,993.60
Current Annual Salary: \$42,993.60
Amount & Percent: +\$5,000 (+11.63%)
Department: College of Letters and Science/Psychology
Funding Source: General Education
Explanation: Promotion to Associate Professor with tenure

Kirk Lohman, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$45,435.20
Current Annual Salary: \$40,435.20
Amount & Percent: +\$5,000 (+12.37%)
Department: Coll of Nat Resources/Fish & Wildlife Resources
Funding Source: General Education
Explanation: Promotion to Associate Professor with tenure

Anne Marshall, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$47,348.80
Current Annual Salary: \$42,348.80
Amount & Percent: +\$5,000 (+11.81%)
Department: College of Art and Architecture/Architecture
Funding Source: General Education
Explanation: Promotion to Associate Professor with tenure

Jerry McMurtry, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$44,436.80
Current Annual Salary: \$39,436.80
Amount & Percent: +\$5,000 (+12.68%)
Department: Coll of Ed/Adult Counseling & Technology Ed
Funding Source: General Education/Other
Explanation: Promotion to Associate Professor with tenure

Laura Putsche, Assistant Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$37,918.40
Current Annual Salary: \$37,918.40
Amount & Percent: +0
Department: College of Letters and Science/Sociology,
Anthropology and Justice Studies
Explanation: Tenured

Francesca Sammarruca, From Assistant Professor to Associate Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$47,993.60
Current Annual Salary: \$42,993.60
Amount & Percent: +\$5,000 (+11.63%)
Department: College of Letters and Science/Physics
Funding Source: General Education
Explanation: Promotion to Associate Professor with tenure

Gerd Steckel, Assistant Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$34,673.60
Current Annual Salary: \$34,673.60
Amount & Percent: +0
Department: Collof Letters and Science/Foreign Lang & Lit
Explanation: Tenured

Robert Stone, Assistant Professor

FTE/Term: 1.0/9 months
Proposed Annual Salary: \$64,438.40
Current Annual Salary: \$64,438.40
Amount & Percent: +0
Department: College of Business and Economics/Business
Explanation: Tenured

2.6 Request for New Position

2.62 Academic/Instructional

Title: Assistant Professor of Forest Products
Type: Faculty
FTE/Term: 1.0/9 months
Proposed Annual Salary: \$45,011.20
Effective Date: July 1, 2000
Department/Funding: Forest Products/Appropriated Funds
Duties/Responsibilities: Position replaces teaching responsibilities for Leonard Johnson, who has assumed the position of Associate Provost, in the area of timber harvesting.

2.63 Other

Title:	Technology Support Technician
Type:	Classified
FTE/Term:	1.0/12 months
Proposed Annual Salary:	\$18,720.00
Department/Funding:	College of Law/Approp and Nonappropriated Funds
Duties/Responsibilities:	Position will provide on-going support to the College regarding efficient operation and use of computer equipment, media resources and distance education equipment.

3. BOARD ACTION: Agency/Institution Non-Routine Agenda Items

Non-Routine agenda items were submitted for:

Boise State University—Page 44

Idaho State University—Page 45

Lewis-Clark State College—Page 46

University of Idaho—Page 47

COMMITTEE ACTION:

I move to send the above listed non-routine agenda items to the Board with a recommendation to approve/disapprove/table. Seconded By: _____.

BOARD ACTION:

I move to approve/disapprove/table the above listed non-routine agenda items.
Carried: Yes No

**PERSONNEL/STUDENT AFFAIRS COMMITTEE
NON-ROUTINE AGEND ITEMS**

2.1 Appointments

2.11 Administrative

Joyce Garrett—Dean, College of Education

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$103,000/employed with tenure in the Elementary
Education and Specialized Studies Department

Effective Date: June 26, 2000

Department/Funding: College of Education/Fiscal, Appropriated Funds

**2.3 Reallocation of Position or Changes in Salary, Rank, Title, Duties or Status.
(Exempt and Non-classified Positions Qualifying for Health and Pension)**

2.31 Administrative

Barbara Fortin—from Assistant Director of Admissions to Director of Admissions

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$60,000

Current Annual Salary: \$45,000

Amount & Percent: +\$15,000/+33.3%

Effective Date: March 6, 2000

Department/Funds: Enrollment Services/Fiscal, Appropriated Funds

Justification: Restructuring within the Division of Student Affairs.
Promotion within the Enrollment Services area.

PERSONNEL/STUDENT AFFAIRS COMMITTEE
NON-ROUTINE AGENDA

2.3 Change in Salary, Rank, Title or Duties

2.33 Other

Nemeth, Stephen R. - change from Assistant Director/Campus Recreation Program to Interim Athletic Facilities Manager

FTE/Term: 1.0 FTE/12 months
 Proposed Annual Salary: \$42,016.00
 Current Annual Salary: \$31,220.80
 Amount and Percent: +\$10,795.20 (+34.58%)
 Department: Intercollegiate Athletics
 Funding Source: Local Funds
 Explanation: Interim appointment.

Prolo, Kenneth R. - change from Interim Vice President for Financial Services & Director of Human Resources to Vice President for Financial Services

FTE/Term: 1.0 FTE/12 months
 Proposed Annual Salary: \$121,326.40
 Current Annual Salary: \$ 98,009.60
 Amount and Percent: +\$23,316.80 (+23.79%)
 Department: Office of Financial Services
 Funding Source: State Funds
 Modification of Duties or
 Explanation: Permanent appointment.

2.8 Athletics

2.83 Change in Salary, Rank, Title or Duties

Barnum, Bruce - Assistant Football Coach

FTE/Term: 1.0 FTE/12 months
 Proposed Annual Salary: \$42,286.40
 Current Annual Salary: \$35,152.00
 Amount and Percent: + \$7,134.40 (+20.30%)
 Department: Intercollegiate Athletics
 Funding Source: State Funds
 Explanation: Promotion to Defensive Coordinator.

PERSONNEL/STUDENT AFFAIRS COMMITTEE
NON-ROUTINE AGENDA

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

2.32 Harris, Bernice

FTE/Term:	1.0/11 months
Proposed Annual Salary:	\$52,998
Current Annual Salary:	\$38,189
Amount & Percent:	\$14,809 (+ 38.78%)
Effective Date:	August 1, 2000
Department/Funding:	Division of Literature & Languages/Fiscal/ Appropriated Funds
Modification of Duties Or Explanation:	Increased duties and responsibilities as Chair; position changed TO 11mo. position FROM 9 mo. position

PERSONNEL/STUDENT AFFAIRS COMMITTEE
NON-ROUTINE AGENDA

2.1 Appointment

2.11 Administrative

Larry J. Forney, Professor of Biology and Chair of Biological Sciences

FTE/Term: 1.0/12 months
 Proposed Annual Salary: \$106,017.60
 Effective Date: August 21, 2000
 Department/Funding: College of Letters and Sciences/Appropriated Funds
 Justification: New appointment

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

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/Approp 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

John A. 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%)
Effective Date: January 1, 2000
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
Effective Date: January 1, 2000
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

4. BOARD ACTION: Athletic Contract Addendum – Idaho State University

Idaho State University requests approval of the addendum to the multi-year contract for John L. “Larry” Lewis, Head Football Coach.

Background

Larry Lewis has been the Head Football Coach since November, 1998. A multi-year employment agreement was approved by the State Board of Education at the January 25-26, 1999 meeting for the period December 1, 1999 through November 30, 2001. ISU now proposes to extend the term of Agreement by one year, through November 30, 2002, and to add additional incentives related to the academic performance of the team. (See attached contract)

By entering into the original agreement and the proposed addendum, the coach agrees to abide by all applicable NCAA, conference, Board and University rules related to the administration of the men’s football program, including academic and eligibility standards. The contract requires periodic performance evaluations which will include evaluation of student athlete behavior, academic progress and success on the football field, and makes eligibility for merit pay raises contingent upon superior performance.

Fiscal Impact:

FTE/Term:	1.0/12 months
Proposed Annual Salary:	\$87,568.00
Effective Date:	December 1, 1999 - November 30, 2002
Department:	Intercollegiate Athletics
Funding Source:	State Funds

The Board’s legal counsel has reviewed the addendum and found it in compliance with Board policy.

COMMITTEE ACTION:

I move to forward the contract addendum for John L. Lewis to the Board with a recommendation to approve/disapprove/table. Seconded By: _____

BOARD ACTION:

I move to approve/disapprove/table the contract addendum for John L. Lewis.
Carried: Yes No

**ADDENDUM TO EMPLOYMENT AGREEMENT
OF JOHN L. "LARRY" LEWIS**

This is an Addendum to the employment Agreement between Idaho State University, (the "UNIVERSITY") and John L. "Larry" Lewis, (the "EMPLOYEE"), said Agreement made and entered into the 30th day of November, 1998.

The Agreement is hereby amended as follows:

1. Article 1.06 is hereby amended and shall hereafter read as follows:

1.06. **TERM OF AGREEMENT.** The EMPLOYEE's employment hereunder shall commence December 1, 1999, and shall continue until this Agreement terminates on November 30, 2002, and neither party shall have any right to terminate this Agreement prior to November 30, 2002, except as herein provided. Provided however, if neither party gives notice of their intent not to renew this Agreement at least sixty days prior to November 30, 2002, it shall automatically extend without further action, until June 30, 2003.

2. Article 2.02. is hereby amended and shall hereafter read as follows:

2.02. **GUARANTEED BASE SALARY.** The guaranteed base salary paid by the UNIVERSITY to the EMPLOYEE for services and satisfactory performance of the terms and conditions of this Agreement, including classes taught in the Physical Education Department, shall be at the rate of Eighty Seven Thousand Five Hundred Sixty Eight Dollars (\$87,568) per year, payable in bi-weekly installments by the UNIVERSITY to the EMPLOYEE on the regular payday(s) of the UNIVERSITY in each calendar month during the term of this Agreement.

3. The second sentence of Article 2.05 is hereby amended and shall hereafter read as follows:

In any year within the term of this Agreement that the UNIVERSITY's football team shall participate in post-season football games, the EMPLOYEE (and his full-time assistant coaches) shall receive two weeks supplemental salary.

4. A new Article 2.06. Is added as follows:

2.06. **RETENTION RATE INCENTIVE COMPENSATION.** If the football team's "retention rate" for each academic year of this Agreement, beginning with the 2000-2001 academic year, equals or exceeds 90%, the EMPLOYEE shall receive supplemental pay of \$2,000 and each full-time assistant coach shall receive supplemental pay of \$1,000. "Retention rates" as defined herein will be calculated by the Athletic Director or his designee after the close of spring semester of each academic year. When calculating the "retention rate" the individuals considered shall be those scholarship football players on the team roster on the day of the first game of the regular season each year. To qualify for this supplemental pay, (1) at least 90% of said players must remain on the roster until the end of spring semester and the team must maintain a combined cumulative GPA of 2.5 for the fall and spring semesters of the given year at Idaho State University and meet all NCAA eligibility requirements during the same time period; (2) the football team must win a minimum of four games during the academic year being considered; (3) the "retention rate" will be calculated anew each year and will not be cumulative.

A player who graduates or leaves for a mission or similar service after fall semester, or who is dismissed for non-academic reasons, subject to the review and approval by the Athletic Director, will not count against the "retention rate" for these purposes.

Said supplemental pay shall be paid by the UNIVERSITY in July of each year following the academic year to the EMPLOYEE and those full-time assistant football coaches who were employed during the previous football season and who are still employed at the UNIVERSITY.

5. Article 4.02. c. is hereby amended and shall hereafter read as follows:

c. **Liquidated Damages.** Should EMPLOYEE terminate this Agreement or give his notice of termination prior to its expiration date of November 30, 2002, then all obligations of the UNIVERSITY immediately cease and EMPLOYEE shall pay to the UNIVERSITY as liquidated damages, not as a

penalty, for his breach of this Agreement the following sum: (1) Twenty Thousand Dollars (\$20,000) if he voluntarily terminates employment on or before November 29, 2000; (2) Ten Thousand Dollars (\$10,000) if he voluntarily terminates employment on or before November 29, 2001; (3) Five Thousand Dollars (\$5,000) if he voluntarily terminates employment on or before November 29, 2002.

EMPLOYEE

UNIVERSITY

John L. Lewis

Richard L. Bowen

President

Date

Date

State of Idaho)

)ss

County of Bannock)

On this _____ day of _____, in the year of 2000, before me personally appeared, **Richard L. Bowen**, known or identified to me to be the President of Idaho State University and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Idaho State University.

Notary Public for Idaho

Residing in:

My commission expires:

5. BOARD ACTION: Athletic Contract – University of Idaho

Debbie Buchanan – Volleyball Coach

The term of the proposed contract is February 1, 2000-January 31, 2003. The proposed contract provides for supplemental compensation based on academic achievement and behavior of the team. This will be reviewed in terms of grade point average, difficulty of major course of study, honors, and progress toward graduation. 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.

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:	\$54,017.60
Effective Dates:	February 1, 2000-January 31, 2003
Department/Funding:	Athletic Dept/FY/General Ed Appropriated Funds
Additional Compensation:	Supplemental compensation is as follows: (1) 1/13 of annual salary for winning the conference championship and receiving an NCAA tournament berth, as long as the coach is still employed with UI on the ensuing July 1 st ; (2) 1/13 of annual salary if team is ranked in the top 25 in a published final poll, as long as the coach is still employed with UI on the ensuing July 1 st ; and (3) 1/13 of annual salary based on academic achievement and behavior of team members and overall development of the volleyball program.

The Board’s legal counsel has reviewed the contract and found it in compliance with Board policy.

COMMITTEE ACTION:

I move to forward the employment contract for Debbie Buchanan to the Board with the recommendation to approve/disapprove/table. Seconded by:_____

BOARD ACTION:

I move to approve/disapprove/table the employment contract for Debbie Buchanan, Volleyball Coach. Carried: Yes No

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The Regents of the University of Idaho (University), and Debbie Buchanan (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 volleyball 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. The University shall have the right, at any time, to reassign Coach to duties at the University 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 section 3.2. shall cease.

ARTICLE 2

2.1. This Agreement is for a fixed-term appointment of three (3) years, commencing on February 1, 2000, and terminating, without further notice to Coach, on January 31, 2003, unless sooner terminated in accordance with other provisions of this Agreement

2.2. This Agreement is renewable 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 renewal is subject to the prior approval of University's Board of Regents . 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 \$54,017.60 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.

3.2 Supplemental Compensation and Additional Obligations of Coach

3.2.1. Each year the Team is the conference champion or co-champion and receives an NCAA tournament berth, and if Coach continues to be employed as University's head volleyball coach on 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 for the fiscal year in which the championship and NCAA berth are secured. 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 any published final poll of intercollegiate volleyball teams and if Coach continues to be employed as University's head volleyball coach on 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 for the fiscal year in which the poll is published. 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 one-thirteenth (1/13) of Coach's Annual Salary based on the academic achievement and behavior of Team members and the overall development of the volleyball program. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s), if any, 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; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider.

3.2.4 Any agreements requiring the Coach to participate in media programs and public appearances (Programs) related to her duties as an employee of University are the property of the University. The University 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 in order for the Programs to be successful and agrees to provide her 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. 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 volleyball camps on its campus using University facilities. The University may allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties..

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 other circumstances designated by the 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. 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(a), 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 to compete successfully while assuring their welfare;

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.

4.2 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, 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.

4.6 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 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 and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) 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;
- b) 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;
- c) A deliberate or 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;
- 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 failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The 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

- h) The failure of Coach to report a known 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; and
- i) A 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 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 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 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, 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.

5.2 Termination of Coach for Convenience of University.

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 until the term of this Agreement would have ended but for the termination or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement would have ended but for the termination 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 her employment with University, 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. 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 her 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 her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.

5.3.2 The Coach, for her 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 convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement 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 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 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.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her 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 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 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'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 she is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, 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 or reassignment of Coach, regardless of the circumstances.

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 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 from compliance with the notice, appeal, and similar employment-related rights provide 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 of 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)), 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 she 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: Debbie Buchanan
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 her 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 she 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.

6. 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.

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
Mr. Peter Morrill, IPTV
Dr. Mike Rush, SDPTE – Professional-Technical Educators’ Summer Conference
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 – Student Fees