

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 18, 2001**

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<b><u>TAB</u></b>	<b><u>INSTITUT/ AGENCY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ACTION</u></b>	<b><u>PAGE</u></b>
1		BAHR Agenda Summary	None.....	1
2		Institution/Agency Agenda Motion	Motion.....	3
	BSU	New Positions .....		5
		FTE Changes.....		5
	ISU	New Positions .....		7
		Head Coach-Women's Volleyball.....		11
		Employment Agreement .....		13
	UI	New Positions .....		27
		Non-Promotional Increases .....		28
	LCSC	Initial Appointment		
		Athletic Director.....		31
	IPTV	System Report.....		33

*TAB 2 Items are forwarded from the institutions/agencies and are included in one motion on page 3. Items may be removed from the motion for separate vote or other action at the Board's discretion.*

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**INSTITUTION/AGENCY AGENDA**

**SUBJECT**

Institution/agency agenda items detailed on the following pages;

<b><u>TAB</u></b>	<b><u>INSTIT/</u> <u>AGENCY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ACTION</u></b>	<b><u>PAGE</u></b>
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	BSU	New Positions .....		5
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		Head Coach-Women's Volleyball.....		11
		Employment Agreement .....		13
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	IPTV	System Report.....		33

**BACKGROUND**

Items submitted for review and approval according to Board Policy.

**DISCUSSION**

Review Institution/Agency Agenda items.

**IMPACT**

Approve Institution/Agency Agenda items.

**STAFF COMMENTS**

Review and approve as appropriate.

**BOARD ACTION**

A motion to approve the Institution/Agency Agenda as presented in TAB 2 for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Idaho Public Television.

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

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**INSTITUTION/AGENCY AGENDA  
BOISE STATE UNIVERSITY**

**2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES**

**2.1 NEW POSITION**

**2.1.1 ADMINISTRATIVE**

Position Title:	Director of Finance
Type of Position:	Professional Staff
FTE:	1.0
Term of Appointment:	Fiscal
Effective Date:	November 1, 2001
Salary Range:	\$48,000
Funding Source:	Appropriated Funds
Area/Department Assigned:	University Advancement
Duties and Responsibilities:	Leadership and coordination of University Advancement and BSU Foundation, Inc. financial systems. Provides management of financial systems, budgeting, forecasting, report generation, and treasury and financial procedures.
Justification for the Position:	Position being created to assist with better management of the financial resources for the University Advancement division and the BSU Foundation, Inc.

**2.3 CHANGES IN POSITIONS (FTE CHANGES)**

**2.3.3 OTHER**

Position Title:	Theatre Shop Foreman
Type of Position:	Classified Staff
FTE:	.19
Term of Appointment:	9 month
Effective Date:	November 1, 2001
Salary Range:	\$4,929
Funding Source:	Appropriated
Area/Department Assigned:	Theatre Arts
Duties and Responsibilities:	Supervises Costume shop and lab as well as the supervision of student employees constructing costumes for theatre arts productions.
Justification for the Position:	This position has been working three-quarters time for 9 months last year. Demand in costume construction mandates permanent upgrade in FTE for this position.

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**INSTITUTION/AGENCY AGENDA  
IDAHO STATE UNIVERSITY**

**2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES**

**2.1 NEW POSITIONS**

**2.1.2 ACADEMIC/INSTRUCTIONAL**

Position Title:	Assistant Professor
Type of Position:	Faculty
FTE:	2.0
Term of Appointment:	9 month
Effective Date:	October 2001
Salary Range:	\$46,000.00
Funding Source:	State Funds
Area/Department of Assignment:	Biological Sciences
Duties and Responsibilities:	Develop and deliver graduate and undergraduate courses in Clinical Laboratory Science via traditional and WEB based technology; supervise graduate and undergraduate students and participate in the development of a graduate level program.
Justification for the Position:	Additional faculty support for the new masters program in Clinical Sciences and expansion of Biological Sciences to the Boise area.

Position Title:	Assistant Professor
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	October 2001
Salary Range:	\$75,000.00
Funding Source:	State Funds
Area/Department of Assignment:	Pharmacy Practice and Administrative Sciences
Duties and Responsibilities:	Teach courses, scholarship, patient care and service.
Justification for the Position:	Additional faculty support in the new curriculum for the Doctor of Pharmacy degree and to provide faculty support to assist with the increased enrollment in the Boise area.

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**INSTITUTION/AGENCY AGENDA  
IDAHO STATE UNIVERSITY continued**

Position Title:	Research Faculty/Research Officer
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	October, 2001
Salary Range:	\$105,000.00
Funding Source:	Grant Funds
Area/Department of Assignment:	Office of Research
Duties and Responsibilities:	Will be a member of a team to develop new approaches to homeland security. This is an interpersonnel assignment to Defense Threat Reduction Agency (DTRA).
Justification for the Position:	Funding provided by federal agency to enhance security within the U.S. Research faculty will be representing ISU in a much needed initiative. Agency will pay off campus overhead charges.

Position Title:	Assistant Professor
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	9 month
Effective Date:	October, 2001
Salary Range:	\$42,000.00
Funding Source:	State Funds
Area/Department of Assignment:	Physics
Duties and Responsibilities:	Teaching and research duties in Health Physics Program.
Justification for the Position:	To provide additional faculty support due to increased workload.



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**INSTITUTION/AGENCY AGENDA  
IDAHO STATE UNIVERSITY continued**

Position Title:	Research Nuclear Engineering Faculty
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	October, 2001
Salary Range:	\$61,400.00
Funding Source:	State Funds (Governor's Initiative)
Area/Department of Assignment:	College of Engineering
Duties and Responsibilities:	Coordinate research and development; employee advanced education activities with the INEEL; and teach classes.
Justification for the Position:	Additional support in order to conduct research on both the Idaho Falls and Pocatello campuses.

**2.1.4 OTHER**

Position Title:	Assistant to the Dean for Development
Type of Position:	Non-Classified
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	October, 2001
Salary Range:	\$40,000.00
Funding Source:	State Funds
Area/Department of Assignment:	College of Arts & Sciences and Development Office
Duties and Responsibilities:	Secure major gifts, conduct stewardship activities for current donors; develop and implement special donor centered events for the purpose of cultivation; identify concentrations of major gifts prospects nationally; and coordinate and conduct personal visits, cultivation and solicitation.
Justification for the Position:	Additional support needed to seek out potential donors and secure major gifts for the College of Arts & Sciences.

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**INSTITUTION/AGENCY AGENDA  
IDAHO STATE UNIVERSITY *continued***

Position Title:	Student Apartment Manager
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	October, 2001
Salary Range:	\$20,113.60
Funding Source:	Local Funds
Area/Department of Assignment:	Physical Plant/Housing Maintenance
Duties and Responsibilities:	Manage, repair and maintain student apartment complexes; show apartments to prospective tenants; inspect and evaluate units for damage and repairs.
Justification for the Position:	To provide additional support for full-time management of the West Campus Apartments, Fifth Street Apartments and the Graduate Student Housing unit. The duties of this position have been previously performed by part-time temporary employees.

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**INSTITUTION/AGENCY AGENDA  
IDAHO STATE UNIVERSITY continued**

**2.5 OTHER**

**2.5.4 HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT  
AGREEMENTS/ MULTI-YEAR CONTRACT**

Mike Welch (Exhibit A)

Position Title:	Head Coach/Women's Volleyball
FTE:	1.0
Term:	12 months
Effective Date:	February 4, 2002 through February 7, 2005
Salary Range:	\$51,812.80
Additional Compensation:	Standard ISU and Athletic Department fringe benefits and other supplemental compensation as provided for in Article 3, Section 3.2 of the attached contract (Exhibit A).
Funding Source:	State Funds
Department:	Intercollegiate Athletics
Duties and Responsibilities:	Responsible for women's volleyball program.
Justification:	Mr. Welch has been the Head Volleyball Coach for one and one-half years and is now being offered a multi-year agreement (See Exhibit A). During the time Mr. Welch served as the head volleyball coach at North Florida University, his team was ranked in the top ten in the nation. Mr. Welch has begun the process of rebuilding the ISU women's volleyball team, and it is believed the continuity and stability of the program will be enhanced by entering into this multi-year agreement.

By entering into the proposed agreement, the coach agrees to abide by all applicable NCAA, conference, Board and University rules related to the administration of the women's volleyball 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 volleyball court, and makes eligibility for merit pay raises contingent upon superior performance.

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**EXHIBIT A**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Mike Welch, Head Women's Volleyball Coach (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 Intercollegiate Women's 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. A job description generally reflecting Coach's duties is attached as Exhibit A. Coach recognizes that this job description may change from time-to-time, but that the Director will consult with Coach concerning any contemplated changes. Attached, as Exhibit B is University's current policy regarding student-athlete criminal behavior, which policy Coach shall comply with as it currently exists or may be amended from time-to-time.

**ARTICLE 2**

2.1. Term. This Agreement is for a term of 3 years, commencing on February 4, 2002, and terminating on February 7, 2005, unless sooner terminated in accordance with other provisions of this Agreement.

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

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**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 \$51,812.80 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 State Board of Education;
- 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.**

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a NCAA Volleyball Championship tournament, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two weeks pay of Coach's Annual Salary during the fiscal year in which the championship and NCAA Championship tournament eligibility are achieved. The University shall pay Coach any such supplemental compensation in four consecutive biweekly installments on the regular paydays of the University beginning with the payday for the first full pay period following July 1st.

3.2.2. Each year the Team is ranked in the top 25 in the USA Today/AVCA Coaches Poll, and if Coach continues to be employed as University's head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to two weeks pay of Coach's Annual Salary in effect on the date of the final poll. The University shall pay Coach any such supplemental compensation in four consecutive biweekly installments on the regular paydays of the University beginning with the payday for the first full pay period following July 1st.

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3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to five hundred dollars (\$500) based on the academic achievement and behavior of Team members and the overall development of the Women's Volleyball Program. The determination of in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President major course of study; honors, such as scholarships, designations as Academic All-American, 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. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President, who may consult with the Director. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach 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.

3.2.5. The Coach will have the opportunity to use University facilities in connection with a summer youth volleyball camp, pursuant to one of the following options:

Option 1: The Coach operates the summer camp as a private enterprise and is responsible to pay the University the usual and ordinary fee for use of University facilities. The Coach further provides his own liability insurance in amounts at least equal to that required for state agencies under the Idaho Tort Claims Act, Idaho Code §6-901 et seq., as well as Workers' Compensation Insurance, pays employee wages, and processes any required federal or state withholding amounts. The Coach retains any profits from the enterprise, is solely responsible for any losses, and agrees to indemnify and hold the University harmless from any liability resulting from the operation of the enterprise. The Coach and other University employee participants shall be required to take annual leave while engaged in the enterprise.

Option 2: The summer camp is operated as a University sponsored activity with the University providing the appropriate insurance, expenses, and overhead, and the University shall pay the Coach all income after expenses, insurance and overhead.

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

**ARTICLE 4**

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

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

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

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

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

4.2. Outside Activities. Coach shall not undertake any business or professional activities or pursuits that would prevent coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject



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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 State Board of Education.

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

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

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

**ARTICLE 5**

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

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

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

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

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

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

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

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

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

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5.2.2. In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty the Annual Salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University for each year that Coach would have been employed under this Agreement but for University's termination. Furthermore, if the Team was the conference champion or co-champion and was eligible for post-season play or tournaments, University shall pay Coach the supplemental compensation described in section 3.2.1, even if University terminates this Agreement for its convenience prior to the ensuing July 1st. Moreover, if the Team was ranked in the national rankings, such as the top 25 in the final USA Today/AVCA Coaches poll of Division IA volleyball teams, University shall pay Coach the supplemental compensation described in section 3.2.2, even if University terminates this Agreement for its convenience prior to the ensuing July 1st. The aforementioned supplemental compensation shall be paid in the manner described in sections 3.2.1 and 3.2.2 respectively but only for the fiscal year in which this Agreement is terminated. Additionally, if University terminates this Agreement for its own convenience, then the University shall make any payment due and owing the Coach pursuant to section 3.2.3. The amount payable by University under this section 5.2.2 shall be reduced by gross sums earned by Coach from employment as a Head Women's Volleyball Coach at an NCAA Division I institution or in a professional league. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee for as long as Coach would have remained employed under this Agreement but for University's termination, except that if Coach obtains reasonably comparable employer-provided health and/or life insurance Coach's University-provided health and/or life insurance shall terminate. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3. The parties have both been represented by legal counsel in the contract negotiations, or have had the opportunity to review this Agreement with legal counsel, and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, or suffer harm to his professional reputation, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University, unless University's termination was in bad faith. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

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

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otherwise terminate his employment with the University before the end of the contract term.

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

5.3.3. If the Coach terminates this Agreement for his convenience at any time as a result of obtaining employment as a Head Women's Volleyball Coach at an NCAA Division I institution or in a professional volleyball league, all obligations of the University shall cease as of the effective date of the termination. If the Coach so terminates this Agreement, he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before February 3, 2003, the sum of \$12,000; (b) if the Agreement is terminated between February 4, 2003 and February 3, 2004, the sum of \$7,500; (c) if the Agreement is terminated between February 4, 2003 and February 6, 2005, the sum of \$4,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination and, to the extent permitted by law, shall be characterized as a charitable contribution to University.

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

5.3.5. The parties have both been represented by legal counsel in the contract negotiations, or have had the opportunity to review this Agreement with legal counsel, 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 5.3.5 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4. Termination due to Disability or Death of Coach

5.4.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 18, 2001**

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disabled as defined by the University's then-existing disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid, including all compensation described in sections 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5., and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder. In addition, Coach's beneficiaries shall be entitled to participate in University's health insurance plan to the extent provided for by law.

5.4.3. If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid, including all compensation described in sections 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5., and any disability-related benefits to which he is entitled by virtue of employment with the University.

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

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

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 18, 2001**

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**ARTICLE 6**

6.1. Board Approval. This Agreement shall not be effective until and unless approved by the State Board of Education 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 State Board of Education, 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 Education and University's rules regarding financial exigency.

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

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

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

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

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

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

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 18, 2001**

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controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

University:                      Director of Athletics  
                                        Campus Box 8173  
                                        Idaho State University  
                                        Pocatello, ID 83209-8410

With a copy to:                President  
                                        Campus Box 8310  
                                        Idaho State University  
                                        Pocatello, ID 83209-8310

The Coach:                      Mike Welch  
                                        3030 Silverfield Way  
                                        Pocatello, ID 83201

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.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 18, 2001**

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

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

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

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

UNIVERSITY

COACH

\_\_\_\_\_  
RICHARD L. BOWEN

\_\_\_\_\_  
MIKE WELCH

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved by the State Board of Education on the \_\_\_\_ day of \_\_\_\_\_, 2001.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 18, 2001**

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**INSTITUTION/AGENCY AGENDA  
UNIVERSITY OF IDAHO**

**2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE**

**2.1 NEW POSITIONS**

**2.1.4 OTHER**

Position Title:	Fiscal Officer
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	December 1, 2001
Salary Range:	\$50,000.00 - \$60,000.00
Funding Source:	Appropriated funds
Area/Department of Assignment:	College of Letters and Science
Description of Duties and Responsibilities:	Responsible for financial leadership and oversight for the college
Justification for the Position:	New position

Position Title:	Fitness Director
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	December 1, 2001
Salary Range:	\$34,000.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Campus Recreation
Description of Duties and Responsibilities:	Responsible for non-credit fitness courses
Justification for the Position:	New position

Position Title:	Office Specialist 2
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	December 1, 2001
Salary Range:	\$20,000.00 - \$24,000.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	University Research Office
Description of Duties and Responsibilities:	Responsible for staff support in Research Office
Justification for the Position:	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 18, 2001**

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**INSTITUTION/AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

Position Title:	Team Cleaning Lead
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	January 2, 2002
Salary Range:	\$17,160.00 - \$27,019.20
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Campus Recreation
Description of Duties and Responsibilities:	Responsible for oversight of cleaning team and work environment
Justification for the Position:	New position

Position Title:	Team Cleaning Specialist
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	January 10, 2002
Salary Range:	\$15,412.80 - \$24,273.60
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Campus Recreation
Description of Duties and Responsibilities:	Responsible for maintaining a clean and orderly work environment
Justification for the Position:	New position

**2.5 OTHER**

**2.5.1 NON-PROMOTIONAL INCREASES EQUAL TO OR GREATER THAN  
\$15,000 OR 20%**

John Davis, Associate Professor of Education

FTE/Term:	1.0/9 months
Proposed Annual Salary:	\$60,444.80
Current Annual Salary:	\$50,440.00
Amount and Percent:	+ \$10,004.80 (+ 20%)
Effective Date:	June 24, 2001
Department/Funding:	College of Education/Appropriated and grant funds
Justification:	Increase in administrative responsibilities associated with grant activities

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 18, 2001**

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**INSTITUTION/AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

Stephen Devadoss, Professor of Agricultural Economics

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$88,150.40  
Current Annual Salary: \$73,444.80  
Amount and Percent: + \$14,705.60 (+ 20%)  
Effective Date: September 2, 2001 – January 20, 2002  
Department/Funding: College of Agriculture/Appropriated and grant funds  
Justification: Temporary salary enhancement in compliance with grant salary guidelines

John Dickinson, Associate Professor and Interim Chair of Computer Science

FTE/Term: 1.0/11 months  
Proposed Annual Salary: \$125,008.00  
Current Annual Salary: AY \$84,905.60 converted to FY \$103,773.51  
Amount and Percent: + \$21,234.49 (+ 20%)  
Effective Date: July 8, 2001  
Department/Funding: College of Engineering/Appropriated funds  
Justification: Increase in administrative responsibilities

John Finnie, Associate Professor and Interim Chair of Civil Engineering

FTE/Term: 1.0/11 months  
Proposed Annual Salary: \$97,323.20  
Current Annual Salary: AY \$63,252.80 converted to FY \$77,309.21  
Amount and Percent: + \$20,013.99 (+ 26%)  
Effective Date: June 24, 2001  
Department/Funding: College of Engineering/Appropriated funds  
Justification: Increase in administrative responsibilities

Peter Goodwin, Associate Professor of Civil Engineering

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$94,764.80  
Current Annual Salary: \$75,753.60  
Amount and Percent: + \$19,011.20 (+ 25%)  
Effective Date: June 24, 2001 – June 22, 2002  
Department/Funding: College of Engineering/Appropriated and non-appropriated funds  
Justification: Temporary increase to reflect appointment to the DeVlieg Presidential Professorship in Ecohydraulics

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 18, 2001**

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**INSTITUTION/AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

Linda Keeney, Manager, Accounts Payable

FTE/Term:	1.0/12 months
Proposed Annual Salary:	\$60,008.00
Current Annual Salary:	\$49,171.20
Amount and Percent:	+ \$10,836.80 (+ 22%)
Effective Date:	July 1, 2001
Department/Funding:	Accounts Payable/Appropriated and non-appropriated funds
Justification:	Salary equity adjustment

Michael Odell, Associate Professor of Education

FTE/Term:	1.0/9 months
Proposed Annual Salary:	\$60,153.60
Current Annual Salary:	\$50,148.80
Amount and Percent:	+ \$10,004.80 (+ 20%)
Effective Date:	June 24, 2001
Department/Funding:	College of Education/Appropriated and grant funds
Justification:	Increase in administrative responsibilities associated with grant activities

Michael Whiteman, Director, International Programs Office and Interim Vice Provost for Academic Affairs

FTE/Term:	1.0/12 months
Proposed Annual Salary:	\$90,001.60
Current Annual Salary:	\$68,328.00
Amount and Percent:	+ \$21,673.60 (+ 32%)
Effective Date:	July 8, 2001
Department/Funding:	Academic Affairs and International Programs Office/Appropriated funds
Justification:	Increase in administrative responsibilities

Gleanne Wray, Associate Director, International Programs Office

FTE/Term:	1.0/12 months
Proposed Annual Salary:	\$58,905.60
Current Annual Salary:	\$47,112.00
Amount and Percent:	+ \$11,793.60 (+ 25%)
Effective Date:	July 22, 2001
Department/Funding:	International Programs Office/Appropriated funds
Justification:	Increase in administrative responsibilities

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 18, 2001**

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**INSTITUTION/AGENCY AGENDA  
LEWIS-CLARK STATE COLLEGE**

**2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES**

**2.5 OTHER**

**2.5.4 ATHLETIC**

Position Title:	Katherine Noble, Athletic Director
Type of Position:	Exempt
FTE:	1.0
Term of Appointment	12 months
Effective Date:	October 1, 2001 (multi-year contract to be negotiated)
Salary Range:	\$65,000
Funding Source:	Appropriated
Area/Department of Assignment:	Athletic Department
Duties & Responsibilities:	Responsible for the administration of the athletic programs.
Justification for the Position:	Initial appointment

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 18, 2001**

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**INSTITUTION/AGENCY AGENDA  
IDAHO PUBLIC TELEVISION**

**2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE  
2.9 ITEMS NOT COVERED IN OTHER SECTIONS**

To: State Board of Education  
Fr: Peter W. Morrill, General Manager  
Dt: September 27, 2001  
Re: System Report

IdahoPTV Begins Digital Broadcasts In Treasure Valley; Consortium Of Three Stations  
Power Antennas Monday, Page 2

IdahoPTV Is Awarded Major Digital Television Grant, Page 3

DIALOGUE Presents 3 Live One-Hour Specials: Idaho Responds To Terrorism, Page 4

A Letter From Governor Kempthorne, Page 4

Upcoming Local Production Overview, Page 5

Evolution Discussion Moves To DIALOGUE During One-Hour Special, Page 6

GED Preparation Series Available On Idaho Public Television, Page 7

IdahoPTV's First Book Donated 1,400 Books In Spanish To Southwest Idaho Young  
Readers Programs, Page 8

**IDAHO PUBLIC TELEVISION  
PAGE 2**

**IDAHOPTV BEGINS DIGITAL BROADCASTS IN TREASURE VALLEY;  
CONSORTIUM OF THREE STATIONS POWER ANTENNAS MONDAY**

Idaho Public Television began digital broadcasting on Monday (September 24) at 7:00 p.m. in the Treasure Valley region as a three-station consortium activate their antennas on the jointly-owned tower on Deer Point.

Viewers with digital televisions or a digital-ready television with a special set-top box are now able to receive the signal in the greater Treasure Valley area. Additional testing will be conducted during the coming weeks to determine the exact area covered by the signal.

IdahoPTV; KBCI-TV, Boise; and KIVI-TV, Nampa along with several area radio stations are partners in a joint tower and equipment building. (The digital channel assignment for IdahoPTV is UHF Channel 21, KBCI is UHF Channel 28, and KIVI is UHF Channel 24).

Initially, much of the IdahoPTV digital programming on UHF Channel 21 will come from the PBS east coast or west coast time zone feeds.

The first major series broadcast was the eight-hour PBS series EVOLUTION which was produced in high definition.

An online schedule for Idaho Public Television analog and digital programming is available at [idahoptv.org](http://idahoptv.org).

In addition to the PBS special programming in high definition television (HDTV), IdahoPTV will be broadcasting the PBS standard definition (SDTV) multi-streams in the coming weeks. This will allow the station to supply four separate channels of video at the same time. People with set-top boxes on digital-ready televisions or with digital television receivers will be able to switch from one to the other, receiving specialized digital programming such as children's, educational, public affairs, and PBS.

"The new tower, antenna, and digital equipment that we have installed allows us to meet the current federal deadlines for our system to begin digital broadcasting," says IdahoPTV General Manager Peter Morrill. "The digital conversion support for our statewide network of transmitters has been made possible so far by the State of Idaho, including the State Board of Education, the Idaho Legislature and Governor Kempthorne, also, the Public Telecommunications Facilities Program of the U.S. Department of Commerce, and our partners in the tower construction, including KIVI-TV, KBCI-TV, Citadel Communications Company, and Boise State Radio."

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 18, 2001**

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**IDAHO PUBLIC TELEVISION**  
**PAGE 3**

Morrill said the next steps are to expand digital capabilities to Moscow, Coeur d'Alene, and eastern Idaho during the next year.

"We're also proposing to the Legislature this winter, the needed funds to establish DTV service to the Magic Valley," Morrill said.

All television public television stations nationwide are mandated by the federal government to have full digital broadcasting capability by 2003. Digital and analog transmission are expected to occur simultaneously until at least 85 percent of the viewing public have digital TV receivers.

**IDAHOPTV IS AWARDED MAJOR DIGITAL TELEVISION GRANT**

On Thursday, September 27, Idaho Public Television was notified by Senator Mike Crapo's office that the U.S. Department of Commerce's Public Telecommunications Facilities Program (PTFP) awarded us a grant of \$881,031, which is a match to the \$6.2 million that the Idaho Legislature appropriated during its 2001 session to assist IdahoPTV in complying with the federal mandate to install required digital television transmission equipment in eastern Idaho, Moscow, and Coeur d'Alene. At this writing, we are awaiting written confirmation and additional details of the grant from PTFP.

PTFP is a competitive grant fund created by Congress to fund basic equipment facilities for public television, public radio, and related educational entities. In this grant round, PTFP received 251 applications, which requested a total of \$168 million. Of the funds requested, \$108 million are for television projects, \$10 million for radio projects, and \$5 million for non-broadcast projects. The 139 television projects submitted include 113 applications to assist stations in meeting the FCC's May 2003 deadline for initiation of digital broadcasts. PTFP had approximately \$35 million in available funds in this year's grant pool. This is the second year in a row that Idaho Public Television has been awarded an equipment grant for equipment funds for the mandated conversion to digital television. Last year, IdahoPTV was also one of only 25 public television stations in the United States to be awarded a grant from PTFP for digital television.

As a result of this grant, and based on advise from DFM, I anticipate 1) moving ahead on DTV capital equipment acquisition for Phase 3 (Twin Falls) and 2) requesting that IdahoPTV's FY '03 request for digital conversion be reduced by the above amount.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 18, 2001**

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**IDAHO PUBLIC TELEVISION**  
**PAGE 4**

**DIALOGUE PRESENTS 3 LIVE ONE-HOUR SPECIALS: IDAHO RESPONDS TO TERRORISM**

DIALOGUE aired three special one-hour live programs on Idaho Public Television Thursday (September 13), Friday (September 14), and September 20 in response to the September 11 terrorism attacks in New York and Washington, D.C.

DIALOGUE host Joan Cartan-Hansen was joined by guests including experts on psychology and terrorism to discuss IDAHO RESPONDS TO TERRORISM. Cartan-Hansen and her guests also took calls from viewers on a toll-free line: 1-800-973-9800.

In addition, IdahoPTV aired on Friday, September 14, LIVE FROM THE IDAHO STATEHOUSE, A DAY REMEMBERED. This live broadcast, in collaboration with KBCI-TV, KIVI-TV, and KTVB-TV, captured the local ceremony remembering the events of September 11. It repeated during primetime that evening.

**A LETTER FROM GOVERNOR KEMPTHORNE**

September 17, 2001

Peter Morrill  
General Manager, Idaho Public Television  
1455 North Orchard Street  
Boise, Idaho, 83706

Dear Peter:

Thank you and the employees of Idaho Public Television for providing live coverage this past Friday of the Day of Prayer and Remembrance ceremony at the Idaho Statehouse as we remembered the Americans who lost their lives in the recent terrorist attacks. I also appreciate your replaying the ceremony for your statewide viewers that night.

I appreciate you providing one hour of uninterrupted air time on such a short notice and making the moving display of unity, faith and resolve available to those Idahoans who were unable to attend the event in person.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 18, 2001**

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**IDAHO PUBLIC TELEVISION**  
**PAGE 5**

IPTV helped provide comfort and unity to our state and our nation at a time of grief. Thank you again for your contributions to the people of Idaho and to the United States of America at this critical time in our history.

Sincerely,

DIRK KEMPTHORNE  
Governor

DK:ms

**UPCOMING LOCAL PRODUCTION OVERVIEW**

DIALOGUE will feature an hour-long special with noted author David Halberstam. Marcia Franklin will interview the two-time Pulitzer Prize winner on October 4. The noted journalist and author is speaking to the Idaho Humanities Council the next evening.

This fall OUTDOOR IDAHO celebrates its 19th season on the air! Producer John Crancer is inaugurating the season with a program on Idaho's Owyhee Canyonlands. Crancer and videographers Pat Metzler, Ricardo Ochoa, and Jeff Tucker have spent many a long day and night in the desert. The show is scheduled to air Thursday, November 1, and will include discussions with long time residents of Owyhee County, as well as recreationists and environmentalists. You'll also get to see some amazing rapids, like Widow Maker. It's a show you don't want to miss.

An hour long program on the Salmon River Country, THE RIVER OF NO RETURN will air Sunday, November 4. Included in the program will be an attempt by some Lewis & Clark aficionados to take dug-out canoes down part of the Salmon River. Once again, OUTDOOR IDAHO teams up with the Hog Heaven Muzzleloaders, to recreate some Lewis & Clark history.

On Sunday, December 2, IDAHO EDENS will premiere on statewide television. In a state unrivaled in its geographical diversity, IDAHO EDENS celebrates the uncultivated beauty of Idaho's special places. This hour long special will air during Idaho Public Television's Mini-Pledge Drive. Producer/Videographer Jeff Tucker has been scouring the state off and on for several months, capturing Idaho's special places.

On December 13, Idaho Public Television will team up with stations in Wyoming and Nevada to bring you an hour long examination of public lands in the West. This program

**IDAHO PUBLIC TELEVISION**  
**PAGE 6**

– and two others to air in 2002, on Water and Hispanics – are the result of a Ford Foundation grant. An extensive web site will accompany the television programs.

Producer Marcia Franklin will give folks a peek into the unique experience of a therapeutic wilderness camp for troubled teens. This OUTDOOR IDAHO program is scheduled to air in January. Camp counselors use the outdoors to try to help teenagers whose parents have sent them to the camp for the three week experience. It's definitely not a bed of roses!

Other programs In The Works... Joan Cartan-Hansen is producing an OUTDOOR IDAHO program on the Frank Church Wilderness; Jim Peck is producing an OUTDOOR IDAHO show on dogs, including sled dogs and hunting dogs; and Marcia Franklin and Bruce Reichert will be co-producing a show on endangered species.

**EVOLUTION DISCUSSION MOVES TO DIALOGUE DURING ONE-HOUR SPECIAL**

Airs Thursday, September 27 at 7:00/6:00 p.m. MT/PT  
Repeats Sunday, September 30 at 5:00/4:00 p.m. MT/PT

As part of Idaho Public Television's four-day examination of theories and beliefs surrounding evolution, DIALOGUE, Idaho's only statewide public affairs program, aired an hour-long live special on the subject Thursday (September 27).

The special, "Can God and Science Co-Exist?" looked at the issues raised by evolutionary theory in Charles Darwin's book, The Origin of Species, published more than 140 years ago.

DIALOGUE host Joan Cartan-Hansen was joined by professors of philosophy and religion and other experts. Guests included: Nicholas Gier, University of Idaho; Denny Clark, Albertson College of Idaho; Professor of Biology and co-author of Evolution and Mormonism Trent Stephens, Idaho State University; and Mark Harris of Boise Bible College. Harris is a Masters candidate at Cincinnati Bible Seminary as well.

Cartan-Hansen and her guests looked at issues like: Why the debate still rages; how has the understanding of creation changed; and why the debate divides so many people. The panel will look also at the historical and philosophical background surrounding the evolution theory controversy.

They also took calls from viewers on a toll-free line: 1-800-973-9800.

**IDAHO PUBLIC TELEVISION**  
**PAGE 7**

The discussion came during the week PBS unveiled its eight-hour series, *EVOLUTION*, which aired Monday (September 24) through Thursday (September 27) at 8:00 p.m. MT/PT. The *DIALOGUE SPECIAL* aired immediately preceding the final episode of the national program. Also aired during the week were two programs explaining the creation concept. *VOICES FOR CREATION* aired Tuesday (September 25) at 10:00 p.m. MT/PT and featured two scientists with the Institute for Creation Research in California discussing why they reject the theory of evolution. *THE YOUNG AGE OF EARTH* aired Thursday (September 27) at 10:00 p.m. MT/PT and presented the creationist model of earth's history as one of thousands of years rather than millions. Also during September and through November 14, *GENESIS: A LIVING CONVERSATION* airs Wednesdays at 10:00 p.m. MT/PT. Journalist Bill Moyers brings together some of the world's liveliest minds for the 10-part series to discuss the ageless wisdom of the Bible's epic first book.

IdahoPTV is also hosting a Web-based discussion forum hosted by Dr. Peter Lighthouse, fellow of literature at New St. Andrews College and Dr. Rosemary Smith, associate professor of biology, Idaho State University. Lighthouse and Smith will represent each side of the Evolution debate.

"We hope this Web board discussion will provide an opportunity for Idahoans to express their opinions and reactions to the series. We hope the tone of the dialog will be conversational, not confrontational. Messages that contain profanity, name calling or raise libel issues will not be posted," said IdahoPTV Outreach Director Lynn Allen.

**GED PREPARATION SERIES AVAILABLE ON IDAHO PUBLIC TELEVISION**

A new 39-part GED preparation series begins in October on Idaho Public Television to help students of all ages prepare for a new GED examination that goes into use in January.

*GED CONNECTION* premieres Monday, October 1 in the early morning hours at 4:30/3:30 a.m. MT/PT. Two 30-minute episodes air each weekday and the series repeats in the same time slot throughout the 2001-2002 school year. By videotaping the one-hour block of instruction, viewers can use the instructional package at a time and speed convenient for them.

IdahoPTV Outreach Director Lynn Allen says there are several changes planned for the new GED test.

"There is more emphasis on science and social studies. Data analysis and statistics are included. Writing demands more organizational skills. And all tests use more charts and graphs and have an increased focus on the workplace and real-life applications," Allen

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says. "The nationally-prepared series is designed to support learners and instructors as they prepare for both the content and the format of the new exam."

The new instructional package combines video, print, and the Internet. In the video series, subject matter is illustrated through tours of historical sites, documentary footage, and interviews with poets and scientists. There are demonstrations of real-life examples to show how people use specific skills and knowledge at home, at work and in their communities.

IdahoPTV is conducting a series of workshops for educators on using the GED CONNECTION series in a classroom setting as an enhancement to existing curriculum.

**IDAHOPTV'S FIRST BOOK DONATED 1,400 BOOKS IN SPANISH TO  
SOUTHWEST IDAHO YOUNG READERS PROGRAMS**

Idaho Public Television's First Book program donated 1,400 children's books in Spanish to the Idaho Commission on Hispanic Affairs' Young Readers Programs (YRP). This is the third year IdahoPTV has made books available free-of-charge to underprivileged children in the summer Young Readers Programs. Each child will be given his/her own book to keep. Programs will take place in the following southwest Idaho towns: Nampa, Caldwell, Emmett, New Plymouth, Payette, Murtaugh, Grand View, Wilder, Weiser, and Marsing. YRP is implemented during migrant summer school programs.

"IdahoPTV is continually seeking to expand our services to undeserved populations through Spanish-language broadcasts, workshops, and print materials. We are pleased to be able to provide these children with books in their native language in our effort to promote family literacy," said Lynn Allen, IdahoPTV Outreach Director. The program is part of Migrant Head Start, a larger effort serving low-income children for education and social needs.

More First Book information is available on the Web  
[www.idahoptv.org/kids/firstbook.html](http://www.idahoptv.org/kids/firstbook.html)).