

BUSINESS AFFAIRS AND HUMAN RESOURCES**JUNE 27, 2002**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

SUBJECT

Institution / Agency Agenda items detailed on the following pages:

DESCRIPTION	PAGE
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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 items 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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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

BUSINESS AFFAIRS AND HUMAN RESOURCES
NEW POSITION
OTHER

Position Title:	Custodian
Type of Position:	Classified Staff
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	June 22, 2002
Salary Range:	\$14,560
Funding Source:	Local Funds
Area/Department of Assignment:	Student Housing
Description of Duties and Responsibilities:	Custodian services for student residential housing.
Justification for the Position:	Replacement of student and temporary employees for a more stable workforce to increase efficiencies in turning over apartments.

Position Title:	Receptionist
Type of Position:	Classified Staff
FTE:	.5
Term of Appointment:	12 month
Effective Date:	June 22, 2002
Salary Range:	\$7,706
Funding Source:	Local Funds
Area/Department of Assignment:	Alumni Relations
Description of Duties and Responsibilities:	Coordinate alumni center reservations, answer phones and assist with walk-ins during busy periods and assist staff with growing list of projects.
Justification for the Position:	With the completion of the Alumni Center a year ago, additional duties have come with managing the building that have put added strain on the staff and additional help is necessary.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY continued

Position Title:	Project Manager
Type of Position:	Professional Staff
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	June 22, 2002
Salary Range:	\$34,000
Funding Source:	Local Funds
Area/Department of Assignment:	Architectural and Engineering Services
Description of Duties and Responsibilities:	This position will be responsible for the remainder of the contract administration duties for the Student Recreation Center project, and for contract administration and inspection for the two upcoming projects for the University's Student Housing system. After completion of the Student Housing projects, this position would become a project manager to help meet the on-going staffing needs of Architectural and Engineering Services.
Justification for the Position:	It is anticipated that many construction- and design-related issues will remain after the University takes beneficial occupancy of the new Student Recreation Center. Resolution of these issues will require a concentrated effort from Architectural & Engineering Services. The two Student Housing projects will add 840 beds to the housing inventory. The scale of these projects will demand full-time contract administration and inspection throughout the construction process to protect the University's interests. Steady growth within the University's auxiliary units will create continuing demand for project management from Architectural & Engineering Services.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY continued

Position Title:	International Student Advisor
Type of Position:	Professional Staff
FTE:	.5
Term of Appointment:	12 month
Effective Date:	June 22, 2002
Salary Range:	\$17,004
Funding Source:	Local Funds
Area/Department of Assignment:	Extended Studies
Description of Duties and Responsibilities:	Provides orientation, immigration advice, other academic support services and personal support for international students.
Justification for the Position:	With the increase in the numbers of international students, specialized support is needed to help achieve success for these students.

CHANGES IN POSITIONS (FTE CHANGES)
ADMINISTRATIVE

Position Title:	Executive Director
Type of Position:	Professional Staff
FTE:	.083
Term of Appointment:	from 11 to 12 month
Effective Date:	June 22, 2002
Salary Range:	\$7,087
Funding Source:	Local
Area/Department of Assignment:	Health, Wellness and Counseling Services
Description of Duties and Responsibilities:	Provide supervisory services for the Health and Wellness Center and the Counseling Center.
Justification for the Position:	Restructuring of that area has necessitated the increase in the position from 11 to 12 months.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY continued

ACADEMIC

Position Title: Special Lecturer
Type of Position: Faculty
FTE: .167
Term of Appointment: Academic
Effective Date: June 22, 2002
Salary Range: \$7,000
Funding Source: Appropriated
Area/Department of Assignment: Health Studies Department
Description of Duties and Responsibilities: Instruct courses within the Department of Health Studies.
Justification for the Position: Restructuring of a lab coordinator position into a part-time special lecturer position to assist with instruction of laboratory courses.

OTHER

Position Title: Office Specialist 2
Type of Position: Classified
FTE: .167
Term of Appointment: from 8 to 10 month
Effective Date: June 22, 2002
Salary Range: \$3,173
Funding Source: Local
Area/Department of Assignment: Children's Center
Description of Duties and Responsibilities: Provide secretarial support for the Children's Center during the summer session.
Justification for the Position: The increase in the position will provide coverage of the 10-week summer session when the Center is open.

Position Title: Financial Support Technician
Type of Position: Classified
FTE: .083
Term of Appointment: from 11 to 12 month
Effective Date: June 22, 2002
Salary Range: \$1,587
Funding Source: Appropriated
Area/Department of Assignment: Art Department
Description of Duties and Responsibilities: Provide front-line support and financial assistance for the Art Department.
Justification for the Position: This is the only position that is available during the summer to assist faculty and chair of the largest departments at Boise State.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

INSTITUTION / AGENCY AGENDA

BOISE STATE UNIVERSITY continued

Position Title:	Financial Support Technician
Type of Position:	Classified
FTE:	.25
Term of Appointment:	12 month
Effective Date:	June 22, 2002
Salary Range:	\$5,445
Funding Source:	Local
Area/Department of Assignment:	Bookstore
Description of Duties and Responsibilities:	Provide financial assistance and accounting functions for the Bookstore.
Justification for the Position:	With the increase in FTE, use of temporary employees will be reduced. Will provide more stability in workforce.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

BUSINESS AFFAIRS AND HUMAN RESOURCES
NEW POSITIONS
ACADEMIC

Position Title:	Research Assistant Professor
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	9 month
Effective Date:	August 19, 2002
Salary Range:	\$48,688.00
Funding Source:	State Grant Funds
Area/Department of Assignment:	Idaho Accelerator Center
Duties and Responsibilities:	Assist with the development of new accelerator applications as well as upgrades of IAC accelerators and facilities; develop programs based on external funding.
Justification for the Position:	The establishment of this position was committed by the University in the proposal submitted by the Idaho Accelerator Center in the State Board of Education research center grant competition.

OTHER

Position Title:	Literacy Clinic Director
Type of Position:	Non-Classified
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	August 26, 2002
Salary Range:	\$30,000.00
Funding Source:	Local Funds
Area/Department of Assignment:	College of Education/Literacy Program
Duties and Responsibilities:	Responsible for assessing literacy (i.e. reading, writing, and study strategies) and planning instructional interventions for clients, age seven through adulthood. Includes supervision of graduate students in the ISU Literacy Clinic.
Justification for the Position:	This position will provide the managerial support required for the recently established ISU Literacy Clinic.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY (continued)

Position Title:	Video Instruction Manager
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	August 5, 2002
Salary Range:	\$29,328.00
Funding Source:	State Funds
Area/Department of Assignment:	Media/Distance Learning Center
Duties and Responsibilities:	Responsible for setting up, operating and testing technical equipment used for interactive television; troubleshoots instructional design, technical production, and equipment problems and formulates decisions; consults with faculty to develop and produce video instruction.
Justification for the Position:	To provide support to new classroom and expansion of Distance Learning in the ISU Boise Center.

CHANGE IN POSITION
ACADEMIC

Position Title:	Assistant Professor (PCN 5059)
Type of Position:	Faculty
FTE:	change from .85 FTE to 1.0 FTE
Term of Appointment:	12 month
Effective Date:	July 1, 2002
Salary Range:	\$60,008.00
Funding Source:	Local Funds
Area/Department of Assignment:	Physician Assistant Program
Duties and Responsibilities:	Teach various classes and serve on University committees; conduct site visits and advise students.
Justification for the Position:	To provide full-time faculty support due to increased enrollment and the change to a master's program.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY (continued)

OTHER

Position Title:	Box Office Manager (PCN 3179)
Type of Position:	Classified
FTE:	change from .75 FTE to 1.0 FTE
Term of Appointment:	9½ month
Effective Date:	July 1, 2002
Salary Range:	\$19,370.40
Funding Source:	Local Funds
Area/Department of Assignment:	Communication & Theatre
Duties and Responsibilities:	Supervise Box Office operations, including scheduling, ticket sales, purchase of equipment and supplies, promotion, and facilities rental.
Justification for the Position:	To provide additional support to handle increased workload.

Position Title:	Office Specialist II (PCN 83110)
Type of Position:	Classified
FTE:	change from .50 FTE to 1.0 FTE
Term of Appointment:	12 month
Effective Date:	July 1, 2002
Salary Range:	\$21,902.00
Funding Source:	State Funds
Area/Department of Assignment:	ISU Boise Outreach Center
Duties and Responsibilities:	Responsible for clerical tasks in the student services front office at the Boise Center and also works with the Nursing program and ICNNE.
Justification for the Position:	To provide full-time clerical support due to growth of the Boise program.

APPOINTMENTS – NON-DELEGATED
DEAN

Pratt, James R. – Dean and Professor of Biology (with Tenure)	
FTE/Term:	1.0/12 months
Department:	College of Arts & Sciences
Proposed Annual Salary:	\$117,000.00
Effective Date:	July 1, 2002
Funding Source:	State Funds

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY (continued)

OTHER

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

John L. "Larry" Lewis – Head Football Coach

(Second Addendum to Employment Agreement – EXHIBIT 1)

FTE/Term:	1.0/12 months
Department:	Intercollegiate Athletics
Proposed Annual Salary:	\$94,723.20
Prior Annual Salary:	\$94,723.20
Amount and Percent:	\$0.00
Effective Date:	February 3, 2002
Explanation:	Reappointment. Completed three years of a three-year contract. Extension of multi-year contract for three additional years through November 2004. The dates for the liquidated damages provision are modified to reflect the extended term of the agreement.

Jon Newlee – Head Coach/Women's Basketball

FTE/Term:	1.0/12 months
Department:	Intercollegiate Athletics
Proposed Annual Salary:	\$68,016.00
Prior Annual Salary:	\$0.00
Amount and Percent:	\$0.00
Effective Date:	April 1, 2002
Explanation:	New appointment.

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY (continued)

EXHIBIT 1

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

This is a Second Addendum to the employment Agreement between Idaho State University (the "UNIVERSITY"), and John L. "Larry" Lewis ("EMPLOYEE") said Agreement made and entered into the 30th day of November, 1998, and said Addendum approved by the State Board of Education on January 25, 1999.

The Agreement and Addendum are hereby amended as follows:

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

Section 1.06. **TERM OF AGREEMENT.** The EMPLOYEE's employment hereunder shall continue until this Agreement terminates on November 30, 2004, and neither party shall have any right to terminate this Agreement prior to November 30, 2004, 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, 2004, it shall automatically extend without further action, until June 30, 2005.

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

Liquidated Damages. Should EMPLOYEE terminate this Agreement or give his notice of termination prior to its expiration date of November 30, 2004, 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: Ten Thousand Dollars (\$10,000) if he voluntarily terminates employment on or before November 29, 2004.

EMPLOYEE

UNIVERSITY

John L. "Larry" Lewis

Richard L. Bowen
President

Date: _____

Date: _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

BUSINESS AFFAIRS AND HUMAN RESOURCES
NEW POSITIONS
ACADEMIC

Position Title:	Assistant Professor of Geomicrobiology, Biogeochemistry or Organic Geochemistry
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	9 months
Effective Date:	July 1, 2002
Salary Range:	\$52,000.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Department of Geological Sciences
Description of Duties and Responsibilities:	Responsible for state-of-the-art research
Justification for the Position:	New position

OTHER

Position Title:	Management Assistant
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	July 1, 2002
Salary Range:	\$32,000.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Department of Biological Sciences
Description of Duties and Responsibilities:	Responsible for staff support in Biological Sciences
Justification for the Position:	New position

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO continued

APPOINTMENTS – NON-DELEGATED
SALARY EQUAL TO/GREATER THAN 75% OF CHIEF EXECUTIVE
OFFICER BASE SALARY

Donald L. Burnett, Jr., Dean of the College of Law and Professor of Law

FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002
Annual Salary:	\$150,009.60, plus \$25,000 privately-funded professorship
Funding Source:	Appropriated and UI Foundation funds
Area/Department of Assignment:	College of Law
Justification:	New appointment

Gary Maki, Distinguished Professor of Electrical Engineering, Center for Advanced Microelectronics and Bio-molecular Research (CAMBR)

FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002
Annual Salary:	\$165,006.40
Funding Source:	Appropriated and grant funds
Area/Department of Assignment:	Center for Advanced Microelectronics and Bio-molecular Research (CAMBR)
Justification:	New appointment

Sterling Whitaker, Professor of Electrical Engineering, Center for Advanced Microelectronics and Bio-molecular Research (CAMBR)

FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002
Annual Salary:	\$165,006.40
Funding Source:	Appropriated and grant funds
Area/Department of Assignment:	Center for Advanced Microelectronics and Bio-molecular Research (CAMBR)
Justification:	New appointment

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO continued

OTHER
PROCEDURES FOR PERIODIC PERFORMANCE REVIEW OF TENURED
FACULTY MEMBERS

Pursuant to Regents Policy IIB 3e and II.G.6.g.(1) shown below (EXHIBIT 2), the University of Idaho submits its revised policy on periodic performance review of tenured faculty members, UI Faculty-Staff Handbook 3320 Periodic Performance Evaluations and Salary Determination for Faculty Members.

Regents Policies and Procedures Manual

- II. Human Resource Policies
 - B. Appointment Authority and Procedures
 - 3. Specifically Reserved Board Authority

(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.)

Board approval is required for the following:

- e. The procedures established for periodic performance review of tenured faculty members.

Below is UI Faculty-Staff Handbook Section 3320 with additions underlined and deletions shown with a strikethrough. This policy will be effective upon approval by the Regents.

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EXHIBIT 2

3320
ANNUAL AND PERIODIC PERFORMANCE EVALUATIONS AND SALARY
DETERMINATION
OF FACULTY MEMBERS
AND
PERFORMANCE EVALUATION OF ACADEMIC ADMINISTRATORS

PREAMBLE: This section contains those policies and their attendant procedures for those periodic reviews of performance that affect faculty members and academic administrators. Policies concerning performance evaluation were part of the 1979 Handbook, but were completely rewritten and title modified for the July 2002, changes. In addition to the annual performance review, in some instances tenured faculty must undergo a quinquennial review mandated by the Regents (see SBOE Policies and Procedures Manual, Section II. Human Resources Policies, G. Policies Regarding Faculty, 6. Tenure, g. Periodic Performance Review of Tenured Faculty Members.) Further information may be obtained from the Provost's Office (208-885-6448) and the Office of the Faculty Secretary (208-885-6151)

CONTENTS:

- A. Annual Performance Evaluation and Salary Determination for Faculty Members
- B. Periodic Performance Review of Tenured Faculty Members
- C. Performance Evaluation of Academic Administrators
- D. Sequence of Evaluation of Faculty Members And Administrators.

A. ANNUAL PERFORMANCE EVALUATION AND SALARY DETERMINATION FOR FACULTY MEMBERS.

A-1. PERFORMANCE EVALUATION. Annual evaluation of the performance of each member of the faculty is, primarily, the responsibility of the faculty member and the unit administrator concerned. The provost is responsible for preparing supplementary instructions each year, including the schedule for completion of the successive steps. The form to be used, "Annual Performance Evaluation Form for the Evaluation of Faculty," is appended to this section. [See also [3380 C.](#)]

a. Forms Distributed. Supplies of the form to be used in the evaluation process are procured by deans and unit administrators. The immediate administrative officer is responsible for ensuring that each faculty member receives the proper form together with a copy of the supplementary instructions.

b. Performance levels in each criterion evaluated are described as follows:

- i. Exceptional Performance (5)** is extraordinary performance well beyond that required relative to the position description

ii. Above Expectations (4) represents performance which is better than that expected relative to the position description.

iii Meets Expectations (3) is the performance expected of a faculty member relative to the position description that can be defined as normative.

iv. Below Expectations (2) denotes performance that is less than that expected and means improvement is necessary. A rating of this type triggers procedures outlined in 3320 B.

v. Unacceptable Performance (1) is performance that is not acceptable and/or is inconsistent with the conditions for continued employment with the institution. Failure to meet these standards in any of the following ways will result in a rating of unacceptable performance:

- a) received a “1” rating the previous period but did not make the improvements required.
- b) consistently violated one or more of the institution’s standards for meeting the expectations of the position
- c) violated one or more standards of conduct as specified in the *Faculty/Staff Handbook*

c. Annual Report of Efforts and Accomplishments by Faculty Member. Each faculty member shall provide his or her unit administrator with the following materials for use in the annual performance evaluation:

- (1) Current Curriculum Vitae
- (2) UI Faculty Position Description for Annual Performance Review
- (3) Detailed Faculty Activity Summary for Annual Performance Review
- (4) Other materials deemed necessary to document efforts and accomplishments for the period under review.

d. Evaluation of Faculty by Unit Administrators. Unit administrators evaluate their faculty members; the performance of each faculty member over the period covered by the evaluation is judged on the basis of the position description(s) in effect during that period. In the case of faculty members holding joint appointments in two or more academic or administrative units, it is the responsibility of the administrator in the faculty member’s primary academic discipline to solicit and consider relevant information on job performance from other administrators with responsibility for the faculty member’s work. [See also [3080 E.](#)]

e. Evaluation Ratings. Ratings are determined by comparing the faculty member, primarily, with other members of the unit faculty and, secondarily, with other members of the same profession nationally. The results of the student evaluation of teaching are carefully weighed and used as a factor in this evaluation. For each

area of responsibility evaluated, the unit administrator shall describe the basis for conclusion/judgment in assessing the performance of the faculty member. The ratings and additional comments or narrative as the evaluator deems appropriate are entered as indicated on the form. After the unit administrator has completed written evaluations and ratings of faculty for the annual review, he or she shall provide, as they become available:

- (1) a copy of the written evaluation and ratings to the faculty member,
- (2) comparative information to help assess their performance evaluation and numerical ratings,
 - including, but not limited to:
 - (a) Frequency distribution for overall ratings for the unit
 - (b) Frequency distribution for overall ratings for the college

f. Self-Evaluation and Conference. Each faculty member is given an opportunity to use the form and procedure described in A-2 to make an evaluation of his or her own performance. The unit administrator shall provide each faculty member with the opportunity to meet to discuss the unit administrator's annual evaluation. (Suitable alternate arrangements are made for off-campus personnel.) The purpose of this meeting is to review and discuss the administrator's evaluation and the self-evaluation, if any. The unit administrator explains his or her ratings and comments related to the faculty member's performance during the year and any revisions in professional goals and objectives for the coming year. The faculty member and the unit administrator work to identify strategies that would help the individual improve his or her performance. The ratings may be modified as a result of the discussion. At the conclusion of the review process for the annual evaluation, each faculty member shall sign the evaluation form indicating that they have had the opportunity to read the evaluation report and to discuss it with the unit administrator. If the faculty member disagrees with the contents of the review, the faculty member shall be permitted to append a report to the unit administrators' evaluation, detailing the nature of the dissent. A copy of the administrator's final evaluation is given to the faculty member.

g. College-Level Action. Copies of the performance-evaluation materials, including the narrative evaluation by the unit administrator, a dissent report (if any) by the faculty member, and the evaluation form, are forwarded to the dean for evaluation at the college level. In the event of a report of dissent by the faculty member, the dean shall arrange a meeting with the unit administrator and the faculty member to attempt to resolve the relevant issues. The dean enters an evaluation in the space provided on the evaluation form. A copy of that form is given to the faculty member and another copy is forwarded to the President's Office for permanent filing. The original evaluation form is retained in the college office. If the dean concurs with the overall evaluation and rating of the faculty member by the unit administrator, no additional signature is required from the faculty member. However, if the dean's evaluation and rating is different from that of the unit administrator, a second and subsequent signature by the faculty

member, acknowledging receipt of the dean's evaluation and rating, is required. If the faculty member disagrees with the dean's evaluation and the difference cannot be resolved at the college level, either party may choose to refer the matter to the university ombudsman. If the matter remains unresolved at the college level, the provost shall be notified of the dissent.

A-2. SALARY DETERMINATION. This process is carried out at the departmental and higher levels of academic administration. Each year the provost specifies the definitions of the salary-increment categories to be used and prescribes their proportionate distribution. A "Salary Recommendation" form is completed for each faculty member according to the schedule established by the provost. [See also [3380 E](#) and [3420](#).]

a. Departmental Action. The unit administrator enters a recommended salary-increment category in the space provided on each salary form. This recommendation will reflect the performance evaluation described in A, relative salary position, and other relevant factors. Special considerations should be noted in the "Comments" section at the bottom of the form or by an accompanying written statement. The unit administrator will submit written justification if his or her assignment of specified salary-increment categories departs substantially from the prescribed distribution. Such justifications are taken into consideration by the dean in arriving at an equitable college-wide distribution among the categories. The unit administrator forwards the Salary Form for each faculty member to the dean, together with a listing of all members of the unit.

b. College Action. Deans, at their discretion, may require administrative officers under their jurisdiction to supplement their salary-increment recommendations by such means as copies of the evaluation form, written statements, or personal conference. The dean enters a recommended salary-increment category in the space provided on each Salary Form. The dean's distribution of faculty members among the salary categories is guided by the recommended proportions and takes into account possible differences in qualifications and merit among departments; e.g., it may be that the average members of an outstanding department are given consideration equal to that accorded the top members of an average department. When this stage has been completed, the dean meets individually with each unit administrator for review of the dean's recommendations. The dean forwards the Salary Form for each faculty member to the provost.

c. Presidential Action. Review and action by the provost consists primarily of making adjustments necessary to arrive at an equitable distribution of faculty members among salary-increment categories for UI as a whole. After a recommended salary-increment category has been established at the departmental, college, and presidential levels, a copy is sent to the faculty member. The president determines, on the basis of funds available, the salary-increment range applicable to each category.

d. Budget Office Action. The Budget Office provides computer printouts showing current salary and tentative salary for the coming year and sends the appropriate list to each dean.

e. Review and Adjustment. The dean, in consultation with each unit administrator in the college, makes corrections and minor adjustments as necessary to place each faculty member on the proper salary basis within the department. The aggregate of final salary recommendations must fall within the total salary-increase budget established for the college.

f. Final Approval. The provost, after consultation with the deans, approves the corrected lists. When they have been approved by the president and the regents, faculty members are officially notified of their salaries for the coming year and “Salary Agreement” forms [see [3080](#)] are sent to them for completion.

g. Merit-based Salary Increases Not Funded. If, in any year or consecutive preceding years, funding is not provided for merit-based salary increases or funding is only provided for cost-of-living increases, the annual review reports will be retained at the unit level. At such time that merit-based salary increases are available, the recommendation for merit increases shall be based upon the average scores of the current period and any preceding consecutive periods for which merit-based funding was not provided. *[add. 7-01]*

B. PERFORMANCE BELOW EXPECTATIONS OF TENURED ACADEMIC PERSONNEL

(See also FSH 3190)

B-1. If the unit administrator determines that a faculty member is performing below expectations, the unit administrator should consider the variety of possible causes, other than mere application of effort on the faculty member’s part, that might be responsible for the change.

It is not the unit administrator’s role to diagnose the cause of the problem but to suggest sources of appropriate professional help and to encourage the employee to seek such help [www.uidaho.edu/hrs/benefits/eap.html]. Faculty members and unit administrators may obtain referral information and advice from the university ombudsman and Human Resource Services.

B-2. FIRST ANNUAL OCCURRENCE.

1. In the event that a faculty member receives an annual evaluation concluding that the faculty member has performed below expectations (an overall summary score of 2), the unit administrator will offer to meet with the faculty member to identify the reasons for performance below expectations

- a. The faculty member and the unit administrator will review the current position description and revise it as necessary to address the issues identified during the discussion.
- b. The faculty member and the unit administrator will write a development plan that will assist the faculty member in improving his or her performance to meet expectations.
- c. The unit administrator will appoint a mentoring committee by selecting three individuals from a list of five faculty members nominated by the faculty member. The mentoring committee's purpose is to help the faculty member improve performance. The members of the committee need not be drawn from the same unit as the faculty member.

The faculty member or unit administrator may request that the university ombudsman attend this meeting.

2. In the event that a faculty member receives a score of 1, the provost can determine that further review of a faculty member's performance is required. This review will be conducted in accordance with the procedures prescribed in 3320 B-4.

These steps will be taken within sixty days of the annual evaluation.

B-3. TWO CONSECUTIVE ANNUAL ASSESSMENTS OF BELOW EXPECTATIONS. In the event of two consecutive annual evaluations concluding that the faculty member has performed below expectations (an overall summary score of 2 or 1) the unit administrator will arrange a meeting of the faculty member, the unit administrator and the dean of the college. The faculty member or the unit administrator may request that the University Ombudsman attend the meeting. The intent of the meeting is to review

- a. the current position description and revise it as necessary to address the issues identified during the discussion.
- b. the development plan implemented in the previous year and to identify why the plan did not result in the faculty member meeting expectations. The parties should re-examine strategies that would permit the faculty member to improve his or her performance.

These steps will be taken within sixty days of the annual evaluation.

B-4. THREE CONSECUTIVE ANNUAL EVALUATION ASSESSMENTS OF BELOW EXPECTATIONS. In the event of three consecutive annual evaluations below expectations or a pattern of below expectations evaluations over five years (an overall summary score of less than 2), the dean shall initiate a formal peer review.

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a. **Composition of the Review Committee.** The Review Committee will consist of six (6) members, appointed as follows:

- i. The faculty member will submit to the unit administrator a list of the names of three faculty members from within the unit and three tenured faculty members from outside of the unit. The unit administrator will submit a similar list to the faculty member. From the list given to the faculty member, he/she will select one person from inside of the unit and one from outside the unit. From the list given to the unit administrator, he/she will select one person from inside of the unit and one from outside the unit.
- ii. The committee members will select as chair another faculty member from within the unit.
- iii. The ombudsman or his/her designee shall be an ex-officio member of the committee.

b. **Timing of the Review.** The review and recommendation(s) will be completed within sixty days of the annual evaluation.

c. **The Review.** The purpose of the review is to assess the level of performance of the faculty member and the unit administrator's evaluation of that performance. To that end, the committee shall assess the reasonableness of the previous evaluations and the appropriateness of the development plans, as well as any material submitted by the faculty member and the unit. The faculty member and chair will provide the following materials to the committee:

- Updated Curriculum Vitae of the faculty member
- Position Descriptions for the past four years
- Annual evaluation materials submitted by the faculty member for the past three years
- Annual Evaluations of the faculty member by the unit head and the Dean for the past three years
- Student and peer evaluations (if any) of teaching for the past four years
- A self-evaluation of teaching
- A self-assessment summary of what the faculty member has learned and achieved during the past four (4) years, including contributions to the department, university, state, nation, and field (about 2 pages).

The faculty member may submit any additional information he or she desires, and the committee may request additional materials as it deems necessary

d. Responses to Committee Report. The faculty member, chair, and dean will receive the report and will have fifteen days from the report's date to submit written responses to the review committee. The review committee will send the report and all responses to the provost.

e. Provost. The Provost will be responsible for determining the appropriate resolution.

C. PERFORMANCE EVALUATION OF ACADEMIC ADMINISTRATORS.

C. 1. EVALUATION BY FACULTY MEMBERS. Opportunity is provided for an annual performance evaluation of college deans, assistant and associate deans, and administrators of academic departments and other intracollege units by the faculty members of the respective units. The provost sends each faculty member an appropriate number of copies of the form, "Annual Faculty Evaluation of Academic Administrators" [form is appended to this section] to be used for evaluation of the departmental or intracollege-unit administrator, one to be used for evaluation of the dean, and one to be used for evaluation of each assistant or associate dean in the college.

C. 2. EVALUATION OF DEPARTMENTAL OR INTRACOLLEGE-UNIT ADMINISTRATORS AND ASSISTANT AND ASSOCIATE DEANS. Completed copies of the form are sent directly to the dean. The dean furnishes the administrator evaluated a summary of the evaluations in such a way that the confidentiality of individual evaluations is preserved. The dean may arrange conferences with the administrator to discuss the evaluation. After these steps have been completed, individual faculty members' evaluations are destroyed by the dean and the written summary is filed in the dean's office.

C. 3. EVALUATIONS OF DEANS. Completed copies of Form 2 are sent directly to the provost. The provost furnishes each dean evaluated a summary of the evaluations in such a way that the confidentiality of individual evaluations is preserved and confers with the dean about the evaluation. After these steps have been completed, individual faculty members' evaluations are destroyed by the provost and the written summary is filed in the Office of Academic Affairs.

D. SEQUENCE OF EVALUATION OF FACULTY MEMBERS AND ADMINISTRATORS. The provost prepares the schedule for completion of steps in the performance evaluation and salary determination process each year. It will provide that faculty members' evaluations of departmental or intracollege-unit administrators and assistant and associate deans are in the hands of the dean before the administrators' recommendations on salary, promotion, and tenure are made known to the faculty and, similarly, that faculty members' evaluations of deans are in the hands of the provost before the deans' recommendations on salary, promotion, and tenure are made known to the faculty. Conversely, the summaries of faculty evaluations of departmental or intracollege-unit administrators, assistant and associate deans, and deans will be communicated to the persons evaluated after their recommendations on salary, promotion, and tenure have been transmitted to the provost.

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(FSH 3320)

**ANNUAL PERFORMANCE EVALUATION FORM FOR THE EVALUATION
OF FACULTY**

(Confidential)

Name: _____

Department: _____

Date: _____

Evaluator: _____

Assigned Responsibilities	Position Description Percentage	Numeric Score *	Weightin g (optional)	COMMENTS (Use back if necessary)
TEACHING/PEDAGOGY**				
SCHOLARSHIP IN				
Teaching and learning ** (1565 A-3-a)				
Artistic creativity (1565 A-3-b)				
Discovery (1565 A-3-c)				
Application/integration (1565 A-3-d)				
ADVISING				
ON-CAMPUS SERVICE				
EXTRAMURAL SERVICE				
EXTENSION/OUTREACH				
ADMINISTRATION				
OTHER				

** Design and first-time preparation of new or substantially different courses, development of new/innovative teaching techniques or materials, and similar activities are normally evaluated as scholarship in teaching and learning. (1565 A-3-a)

***Scoring Key**

5 = Exceptional performance
4 = Above expectations
3 = Meets expectations
2 = Below expectations
1 = Unacceptable performance

Overall Evaluation Score

Should reflect a weighting—not necessarily a mathematical average—of the numerical scores by the appropriate position description percentages.

**Individual's
Department
Overall**

**Individual's
College
Overall**

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<p>Department Average</p>

- All scores must be whole integer numbers
- Averages must be rounded to the nearest whole integer

NARRATIVE EVALUATION (complete on back and use extra pages if necessary)

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NARRATIVE EVALUATION:

Evaluator Signature

Faculty Signature

☐ Agree

☐ Disagree

[The current “Administrator Evaluation” and the “Salary” forms are left in Handbook. The new “Evaluation of Faculty” form is added and all other forms are to be removed from the handbook.]

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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO continued

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Royce Busey, Jr. (EXHIBIT 3)

Position Title:	Women's Soccer Coach
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002 – June 21, 2003
Salary Range:	\$32,011.20
Additional Compensation:	Standard UI and Athletic Department fringe benefits; supplemental compensation in an amount up to \$500.00 based on the academic achievements of team members; and \$3,000.00 compensation for participation in media programs and public appearances
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Athletic Department
Description of Duties and Responsibilities:	Responsible for Women's Soccer program
Justification:	Initial appointment

Wayne Phipps (EXHIBIT 4)

Position Title:	Men's Cross Country/Track and Field Coach
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002 – June 21, 2003
Salary Range:	\$35,006.40
Additional Compensation:	Standard UI and Athletic Department fringe benefits; supplemental compensation in an amount up to \$500.00 based on the academic achievements of team members
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Athletic Department
Description of Duties and Responsibilities:	Responsible for Men's Cross Country/Track and Field program
Justification:	Reappointment

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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO continued

Brad Rickel (EXHIBIT 5)

Position Title:	Men's and Women's Golf Coach
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002 – June 21, 2003
Salary Range:	\$39,665.60
Additional Compensation:	Standard UI and Athletic Department fringe benefits; supplemental compensation in an amount up to \$500.00 based on the academic achievements of team members; and \$4,000.00 compensation for participation in media programs and public appearances
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Athletic Department
Description of Duties and Responsibilities:	Responsible for Men's and Women's Golf program
Justification:	Reappointment

Greg South (EXHIBIT 6)

Position Title:	Men's and Women's Tennis Coach
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002 – June 21, 2003
Salary Range:	\$41,932.80
Additional Compensation:	Standard UI and Athletic Department fringe benefits; supplemental compensation in an amount up to \$500.00 based on the academic achievements of team members
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Athletic Department
Description of Duties and Responsibilities:	Responsible for Men's and Women's Tennis program
Justification:	Reappointment

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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO continued

Carla Teevens (EXHIBIT 7)

Position Title:	Women's Cross Country/Track and Field Coach
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002 – June 21, 2003
Salary Range:	\$42,390.40
Additional Compensation:	Standard UI and Athletic Department fringe benefits; supplemental compensation in an amount up to \$500.00 based on the academic achievements of team members
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Athletic Department
Description of Duties and Responsibilities:	Responsible for Women's Cross Country/Track and Field program
Justification:	Reappointment

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EXHIBIT 3

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The Regents of the University of Idaho (University), and Royce Busey, Jr. (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 women's soccer 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.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on June 23, 2002, and terminating, without further notice to Coach, on June 21, 2003, unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. 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 \$32,011.20 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, as necessary, 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, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements.

3.2 Academic Incentive. Each year, Coach shall be eligible to receive supplemental compensation in an amount up to Five-hundred Dollars (\$500.00) based on the academic achievement of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. Coach is directed to information concerning the academic goals of the Department of Athletics as set forth in the Department of Athletics Staff and Coaches Handbook.

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

3.4 Use of Courtesy Vehicle. Coach may be assigned use of a courtesy vehicle by the Director. Coach must adhere to all rules and regulations of the Vandal Wheels Club program and must execute an agreement of responsibility for upkeep and maintenance of the vehicle. Assignment of a courtesy vehicle is at the sole discretion of the University. Attachment A – Vandal Wheels Program Policies and Procedures, and Attachment B - Wheels Club Agreement, are hereby incorporated by reference.

3.5 Media Appearances. Coach shall be eligible to receive the sum of Three Thousand Dollars (\$3,000.00) from the University or the University's designated media outlet(s) or a combination thereof during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and shall be paid within thirty (30) calendar days of the vesting date. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the 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 his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.6 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. Academic expectations for Team members should reflect the academic goals of the Athletics Department as defined in the Department of Athletics Staff and Coaches' Handbook.

4.1.4. Know, recognize, and comply with the Department of Athletics Student-Athlete Behavior Policy in both the recruitment of prospective student-athletes and in the behavior of current student-athletes.

4.1.5 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. Assistant coach(es) and other personnel supervised by Coach are listed on the Coaching Staff Limitations form on file in the office of the Director of Compliance and Eligibility. 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 conference(s) of which the University is a member.

4.1.6. Participate in fundraising, public relations events, media opportunities, Vandal Scholarship Fund events, outreach programs to various constituent groups including University students, staff, faculty, alumni, and boosters, and other activities to promote the intercollegiate athletics program.

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

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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 provide a written detailed accounting annually to the Director of Athletics for forwarding to the President of all athletically-related income and benefits from sources outside the University. Coach recognizes and agrees that the approval of all athletically-related income and benefits is in the sole discretion of the University. Sources of such income include, but are not limited to the following: (a) Income from annuities; (b) Sports camps; (c) Country club memberships; (e) Complimentary ticket sales; (f) Television and radio programs; and (g) Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers. This should be provided whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.6 Other Coaching Opportunities. Coach shall 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 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.

5.1.2 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.

5.1.3. If (a) Coach is informed that this Agreement will not be renewed, (b) Coach declines University's offer to renew this Agreement, (c) this Agreement is terminated, or (d) Coach resigns or otherwise terminates this Agreement, Coach may be placed on administrative leave. If Coach is placed on administrative leave under this paragraph 5.1.4, Coach shall immediately cease to accrue annual leave. Coach may also be placed on administrative leave as provided in the policies of the Board of Regents and University. Coach may be required to use all accrued annual leave prior to Coach's last date of employment with University.

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 due to Disability or Death of Coach.

5.2.1 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.

5.2.2 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.

5.2.3 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 he is entitled by virtue of employment with the University.

5.3 Interference by Coach. In the event of termination, suspension, placement on administrative leave, 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.

5.4 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.

5.5 Waiver of Rights. Because Coach is receiving the opportunity to earn supplemental compensation and outside income and because such opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, places Coach on administrative leave, or terminates this Agreement, 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 or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Regents, if required, 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, if required, 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, 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, as well as any courtesy vehicles provided to Coach, to be delivered to the Director.

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

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

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

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

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

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

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he or University 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
	P.O. Box 442302
	University of Idaho
	Moscow, ID 83844-2302

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with a copy to: President
University of Idaho
P.O. Box 443151
University of Idaho
Moscow, ID 83844-3151

the Coach: Royce Busey, Jr.
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

UNIVERSITY

COACH

Robert Hoover, President Date

Royce Busey, Jr. Date

Attachment A

VANDAL WHEELS PROGRAM POLICIES AND PROCEDURES
DEPARTMENT OF ATHLETICS, UNIVERSITY OF IDAHO

1. Assignment of Vehicles in the Program

The Director of Athletics assigns all vehicles. It is important to remember that receipt of a courtesy vehicle from the Vandal Wheels Program is a distinct privilege, not entitlement. It is mandatory that recipients of these vehicles cultivate and foster a relationship with their respective dealer. Building a rapport with the donor dealer will help assure the car will continue to be provided to each respective recipient. Vehicles not renewed by participating dealers will revoke my privilege to receive any future Wheels Club vehicle.

2. Acceptance of Gift

Acceptance of the use of a vehicle is considered a gift to the University and will follow all normal gift receipt, acknowledgement, and acceptance practices.

3. Intended Use of Vehicles

The vehicles are intended for use in the conduct of University business and for personal use, which includes the use of the car, by the employee's spouse and any other driver approved by the employee. The use of a vehicle for commuting to the University from an employee's residence and returning from the University to the residence is considered to be personal use.

4. Mileage Logs

The employee must keep detailed records of the use of the vehicle and submit a copy of the records to the Associate Athletic Director for Business at the end of each calendar year. These records must include the following:

- Beginning and ending odometer reading for each vehicle driven.
- The number of business miles, personal miles and total miles driven
- Detail of the business miles driven including dates, purpose of trip, and the number of miles for each trip.

5. Tax Issues for the Driver

The following steps will be taken to ensure compliance with IRS tax regulations regarding the use of the courtesy vehicles provided to department employees.

- The dealer from an industry-recognized publication of these values will determine the Fair Market Value of the vehicle.
- The Fair Market Value will be used to determine the Annual Lease Value of the vehicle per IRS tables.

- The annual percentage of personal use of the vehicle will be calculated from the mileage records submitted by the employee. The percentage of personal use during the year times the annual lease value of the vehicle will determine the taxable income to be added to the employee's W-2 statement at years end.
- The employee's contribution for FICA and Medicare on this additional taxable income will be deducted from the employee's paycheck at the end of each calendar year.

No representation shall be made to a donor regarding the tax consequences of a donor's gift, except that the gift shall be processed in accordance with paragraph 2 above.

The donor is responsible for paying applicable state use taxes and any other taxes in connection with the donation of the vehicle to the University of Idaho.

6. Insurance

The employee receiving the use of a vehicle **MUST** carry, at his/her own expense, automobile insurance containing **AT LEAST** the following:

- Bodily injury coverage of \$100,000 per person and \$300,000 per occurrence.
- Property damage liability of \$100,000.
- Collision and comprehensive coverage with a maximum deductible of \$500.
- A clause providing the policy will not be canceled or amended in the absence of 30 days prior written notice to the University.

In addition, the "State of Idaho and the Regents of the University of Idaho" and the donor **MUST** be listed as additional insureds on each policy. The employee must present proof of insurance to the University prior to a vehicle being furnished to the employee and subsequently upon request.

The employee is responsible for the payment of any deductibles and any sums not covered by insurance.

Employees are advised to purchase umbrella liability coverage in an amount of at last \$1,000,000.

7. Licensing.

The employee is responsible for paying all license fees.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

8. Gasoline/Oil

The University does not provide credit cards to pay for gasoline and oil to operate the vehicle. All such expenses are borne by the employee, subject to the University's standard reimbursement policies if applicable

9. Maintenance/Repairs/Damages

The vehicle is to be kept in first-class condition and is to be returned at the request of the donor at any time. The employee is responsible for cleaning the vehicle prior to returning it to the dealer and is responsible for any damage to the vehicle not covered by the original warranty or insurance, normal wear and tear excepted. The employee generally will bring the car to the donating dealer's agency for service on a regular basis to be determined by the dealer. The employee will pay for Normal servicing costs. Other arrangements may be made with the dealer's permission or in the case of emergency. Any questions regarding maintenance costs damage to vehicle or other financial issues shall be directed to the Associate Athletics Director of Business.

10. Other Expenses.

Employees receiving a courtesy vehicle agree to pay all parking citations issued on the vehicle, as well as uninsured or underinsured costs. These costs, if not paid in advance, will be deducted from the employee's final paycheck (which includes any annual leave accrued).

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Attachment B

UNIVERSITY OF IDAHO
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
WHEELS CLUB AGREEMENT

I understand that donor automobile dealers are limited and Wheels Club participants are at a premium and their involvement with the University of Idaho Department of Athletics is paramount to our success. I accept responsibility for a regularly-scheduled maintenance program which includes lube, oil and filter changes, as well as repairs and maintenance on items not covered under warranty (e.g. brakes, tires, etc.)

I understand it is my responsibility to cultivate and foster a personal relationship with my donor dealer and that if my vehicle donation is not renewed, my privilege to receive a Wheels Club vehicle will be revoked.

By signing below, I hereby authorize the University of Idaho to withhold funds from my final paycheck, which includes annual leave pay-out, to cover any expense associated with my Wheels Club vehicle. These include, but are not limited to, normal cleaning, general maintenance, auto-body repairs and mechanical component replacement or repair, parking or moving violation citations.

I will keep a mileage log of all personal/business use miles and will be required to report said mileage to payroll annually (in November) for IRS tax purposes.

I understand that failure to comply with these procedures will result in the revocation of said courtesy vehicle.

Name: _____
(PLEASE PRINT)

Signature: _____

Date: _____

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EXHIBIT 4

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The Regents of the University of Idaho (University), and Wayne Phipps (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 men's cross country/track and field 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.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on June 23, 2002, and terminating, without further notice to Coach, on June 21, 2003, unless sooner terminated in accordance with other provisions of this Agreement

2.2 Extension or Renewal. 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 \$35,006.40 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, as necessary, 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, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements.

3.2 Academic Incentive. Each year, Coach shall be eligible to receive supplemental compensation in an amount up to Five-hundred Dollars (\$500.00) based on the academic achievement of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. Coach is directed to information concerning the academic goals of the Department of Athletics as set forth in the Department of Athletics Staff and Coaches Handbook.

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

3.4 Use of Courtesy Vehicle. Coach may be assigned use of a courtesy vehicle by the Director. Coach must adhere to all rules and regulations of the Vandal Wheels Club program and must execute an agreement of responsibility for upkeep and maintenance of the vehicle. Assignment of a courtesy vehicle is at the sole discretion of the University. Attachment A – Vandal Wheels Program Policies and Procedures, and Attachment B - Wheels Club Agreement, are hereby incorporated by reference.

3.5 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. Academic expectations for Team members should reflect the academic goals of the Athletics Department as defined in the Department of Athletics Staff and Coaches' Handbook.

4.1.4. Know, recognize, and comply with the Department of Athletics Student-Athlete Behavior Policy in both the recruitment of prospective student-athletes and in the behavior of current student-athletes.

4.1.5 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. Assistant coach(es) and other personnel supervised by Coach are listed on the Coaching Staff Limitations form on file in the office of the Director of Compliance and Eligibility. 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 conference(s) of which the University is a member.

4.1.6. Participate in fundraising, public relations events, media opportunities, Vandal Scholarship Fund events, outreach programs to various constituent groups including University students, staff, faculty, alumni, and boosters, and other activities to promote the intercollegiate athletics program.

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 provide a written detailed accounting annually to the Director of Athletics for forwarding to the President of all athletically-related income and benefits from sources outside the University. Coach recognizes and agrees that the approval of all athletically-related income and benefits is in the sole discretion of the University. Sources of such income include, but are not limited to the following: (a) Income from annuities; (b) Sports camps; (c) Country club memberships; (e) Complimentary ticket sales; (f) Television and radio programs; and (g) Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers. This should be provided whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.6 Other Coaching Opportunities. Coach shall 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. 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.

5.1.2. 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.

5.1.3. If (a) Coach is informed that this Agreement will not be renewed, (b) Coach declines University's offer to renew this Agreement, (c) this Agreement is terminated, or (d) Coach resigns or otherwise terminates this Agreement, Coach may be placed on administrative leave. If Coach is placed on administrative leave under this paragraph 5.1.3, Coach shall immediately cease to accrue annual leave. Coach may also be placed on administrative leave as provided in the policies of the Board of Regents and University. Coach may be required to use all accrued annual leave prior to Coach's last date of employment with University.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

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 due to Disability or Death of Coach.

5.2.1 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.

5.2.2 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.

5.2.3 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 he is entitled by virtue of employment with the University.

5.3 Interference by Coach. In the event of termination, suspension, placement on administrative leave, 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.

5.4 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.

5.5 Waiver of Rights. Because Coach is receiving the opportunity to earn supplemental compensation and outside income and because such opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, places Coach on administrative leave, or terminates this Agreement, 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 or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Regents, if required, 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, if required, 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, 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, as well as any courtesy vehicles provided to Coach, 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

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

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he or University 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
 P.O. Box 442302
 University of Idaho
 Moscow, ID 83844-2302

with a copy to: President
 University of Idaho
 P.O. Box 443151
 University of Idaho
 Moscow, ID 83844-3151

the Coach: Wayne Phipps
 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

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

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

UNIVERSITY

COACH

Robert Hoover, President

Date

Wayne Phipps

Date

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Attachment A

VANDAL WHEELS PROGRAM POLICIES AND PROCEDURES
DEPARTMENT OF ATHLETICS, UNIVERSITY OF IDAHO

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The employee must keep detailed records of the use of the vehicle and submit a copy of the records to the Associate Athletic Director for Business at the end of each calendar year. These records must include the following:

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- The dealer from an industry-recognized publication of these values will determine the Fair Market Value of the vehicle.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

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- The employee's contribution for FICA and Medicare on this additional taxable income will be deducted from the employee's paycheck at the end of each calendar year.

No representation shall be made to a donor regarding the tax consequences of a donor's gift, except that the gift shall be processed in accordance with paragraph 2 above.

The donor is responsible for paying applicable state use taxes and any other taxes in connection with the donation of the vehicle to the University of Idaho.

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- Property damage liability of \$100,000.
- Collision and comprehensive coverage with a maximum deductible of \$500.
- A clause providing the policy will not be canceled or amended in the absence of 30 days prior written notice to the University.

In addition, the "State of Idaho and the Regents of the University of Idaho" and the donor **MUST** be listed as additional insureds on each policy. The employee must present proof of insurance to the University prior to a vehicle being furnished to the employee and subsequently upon request.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

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ATTACHMENT B

UNIVERSITY OF IDAHO
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
WHEELS CLUB AGREEMENT

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I understand it is my responsibility to cultivate and foster a personal relationship with my donor dealer and that if my vehicle donation is not renewed, my privilege to receive a Wheels Club vehicle will be revoked.

By signing below, I hereby authorize the University of Idaho to withhold funds from my final paycheck, which includes annual leave pay-out, to cover any expense associated with my Wheels Club vehicle. These include, but are not limited to, normal cleaning, general maintenance, auto-body repairs and mechanical component replacement or repair, parking or moving violation citations.

I will keep a mileage log of all personal/business use miles and will be required to report said mileage to payroll annually (in November) for IRS tax purposes.

I understand that failure to comply with these procedures will result in the revocation of said courtesy vehicle.

Name: _____
(PLEASE PRINT)

Signature: _____

Date: _____

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EXHIBIT 5

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The Regents of the University of Idaho (University), and Brad Rickel (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 men's and women's golf teams (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.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on June 23, 2002, and terminating, without further notice to Coach, on June 21, 2003, unless sooner terminated in accordance with other provisions of this Agreement.

2.2 Extension or Renewal. 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 \$39,665.60 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, as necessary, 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, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements.

3.2 Academic Incentive. Each year, Coach shall be eligible to receive supplemental compensation in an amount up to Five-hundred Dollars (\$500.00) based on the academic achievement of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. Coach is directed to information concerning the academic goals of the Department of Athletics as set forth in the Department of Athletics Staff and Coaches Handbook.

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

3.4 Use of Courtesy Vehicle. Coach may be assigned use of a courtesy vehicle by the Director. Coach must adhere to all rules and regulations of the Vandal Wheels Club program and must execute an agreement of responsibility for upkeep and maintenance of the vehicle. Assignment of a courtesy vehicle is at the sole discretion of the University. Attachment A – Vandal Wheels Program Policies and Procedures, and Attachment B - Wheels Club Agreement, are hereby incorporated by reference.

3.5 Media Appearances. Coach shall be eligible to receive the sum of Four Thousand Dollars (\$4,000.00) from the University or the University's designated media outlet(s) or a combination thereof during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and shall be paid within thirty (30) calendar days of the vesting date. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the 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 his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.6 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. Academic expectations for Team members should reflect the academic goals of the Athletics Department as defined in the Department of Athletics Staff and Coaches' Handbook.

4.1.4. Know, recognize, and comply with the Department of Athletics Student-Athlete Behavior Policy in both the recruitment of prospective student-athletes and in the behavior of current student-athletes.

4.1.5 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. Assistant coach(es) and other personnel supervised by Coach are listed on the Coaching Staff Limitations form on file in the office of the Director of Compliance and Eligibility. 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 conference(s) of which the University is a member.

4.1.6. Participate in fundraising, public relations events, media opportunities, Vandal Scholarship Fund events, outreach programs to various constituent groups including University students, staff, faculty, alumni, and boosters, and other activities to promote the intercollegiate athletics program.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES

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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 provide a written detailed accounting annually to the Director of Athletics for forwarding to the President of all athletically-related income and benefits from sources outside the University. Coach recognizes and agrees that the approval of all athletically-related income and benefits is in the sole discretion of the University. Sources of such income include, but are not limited to the following: (a) Income from annuities; (b) Sports camps; (c) Country club memberships; (e) Complimentary ticket sales; (f) Television and radio programs; and (g) Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers. This should be provided whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.6 Other Coaching Opportunities. Coach shall 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.

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5.1.1 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.

5.1.2 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.

5.1.3. If (a) Coach is informed that this Agreement will not be renewed, (b) Coach declines University's offer to renew this Agreement, (c) this Agreement is terminated, or (d) Coach resigns or otherwise terminates this Agreement, Coach may be placed on administrative leave. If Coach is placed on administrative leave under this paragraph 5.1.4, Coach shall immediately cease to accrue annual leave. Coach may also be placed on administrative leave as provided in the policies of the Board of Regents and University. Coach may be required to use all accrued annual leave prior to Coach's last date of employment with University.

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 due to Disability or Death of Coach.

5.2.1 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.

5.2.2 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.

5.2.3 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 he is entitled by virtue of employment with the University.

5.3 Interference by Coach. In the event of termination, suspension, placement on administrative leave, 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.

5.4 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.

5.5 Waiver of Rights. Because Coach is receiving the opportunity to earn supplemental compensation and outside income and because such opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, places Coach on administrative leave, or terminates this Agreement, 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 or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Regents, if required, 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, if required, 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, 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, as well as any courtesy vehicles provided to Coach, to be delivered to the Director.

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

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

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

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

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

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

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he or University 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:

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

the University: Director of Athletics
P.O. Box 442302
University of Idaho
Moscow, ID 83844-2302

with a copy to: President
University of Idaho
P.O. Box 443151
University of Idaho
Moscow, ID 83844-3151

the Coach: Brad Rickel
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

UNIVERSITY

COACH

Robert Hoover, President

Date

Brad Rickel

Date

ATTACHMENT A

VANDAL WHEELS PROGRAM POLICIES AND PROCEDURES
DEPARTMENT OF ATHLETICS, UNIVERSITY OF IDAHO

1. Assignment of Vehicles in the Program

The Director of Athletics assigns all vehicles. It is important to remember that receipt of a courtesy vehicle from the Vandal Wheels Program is a distinct privilege, not entitlement. It is mandatory that recipients of these vehicles cultivate and foster a relationship with their respective dealer. Building a rapport with the donor dealer will help assure the car will continue to be provided to each respective recipient. Vehicles not renewed by participating dealers will revoke my privilege to receive any future Wheels Club vehicle.

2. Acceptance of Gift

Acceptance of the use of a vehicle is considered a gift to the University and will follow all normal gift receipt, acknowledgement, and acceptance practices.

3. Intended Use of Vehicles

The vehicles are intended for use in the conduct of University business and for personal use, which includes the use of the car, by the employee's spouse and any other driver approved by the employee. The use of a vehicle for commuting to the University from an employee's residence and returning from the University to the residence is considered to be personal use.

4. Mileage Logs

The employee must keep detailed records of the use of the vehicle and submit a copy of the records to the Associate Athletic Director for Business at the end of each calendar year. These records must include the following:

- Beginning and ending odometer reading for each vehicle driven.
- The number of business miles, personal miles and total miles driven
- Detail of the business miles driven including dates, purpose of trip, and the number of miles for each trip.

5 Tax Issues for the Driver

The following steps will be taken to ensure compliance with IRS tax regulations regarding the use of the courtesy vehicles provided to department employees.

- The dealer from an industry-recognized publication of these values will determine the Fair Market Value of the vehicle.
- The Fair Market Value will be used to determine the Annual Lease Value of the vehicle per IRS tables.

- The annual percentage of personal use of the vehicle will be calculated from the mileage records submitted by the employee. The percentage of personal use during the year times the annual lease value of the vehicle will determine the taxable income to be added to the employee's W-2 statement at years end.
- The employee's contribution for FICA and Medicare on this additional taxable income will be deducted from the employee's paycheck at the end of each calendar year.

No representation shall be made to a donor regarding the tax consequences of a donor's gift, except that the gift shall be processed in accordance with paragraph 2 above.

The donor is responsible for paying applicable state use taxes and any other taxes in connection with the donation of the vehicle to the University of Idaho.

6 Insurance

The employee receiving the use of a vehicle **MUST** carry, at his/her own expense, automobile insurance containing **AT LEAST** the following:

- Bodily injury coverage of \$100,000 per person and \$300,000 per occurrence.
- Property damage liability of \$100,000.
- Collision and comprehensive coverage with a maximum deductible of \$500.
- A clause providing the policy will not be canceled or amended in the absence of 30 days prior written notice to the University.

In addition, the "State of Idaho and the Regents of the University of Idaho" and the donor **MUST** be listed as additional insureds on each policy. The employee must present proof of insurance to the University prior to a vehicle being furnished to the employee and subsequently upon request.

The employee is responsible for the payment of any deductibles and any sums not covered by insurance.

Employees are advised to purchase umbrella liability coverage in an amount of at least \$1,000,000.

7. Licensing.

The employee is responsible for paying all license fees.

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8. Gasoline/Oil

The University does not provide credit cards to pay for gasoline and oil to operate the vehicle. All such expenses are borne by the employee, subject to the University's standard reimbursement policies if applicable.

9. Maintenance/Repairs/Damages

The vehicle is to be kept in first-class condition and is to be returned at the request of the donor at any time. The employee is responsible for cleaning the vehicle prior to returning it to the dealer and is responsible for any damage to the vehicle not covered by the original warranty or insurance, normal wear and tear excepted. The employee generally will bring the car to the donating dealer's agency for service on a regular basis to be determined by the dealer. The employee will pay for Normal servicing costs. Other arrangements may be made with the dealer's permission or in the case of emergency. Any questions regarding maintenance costs damage to vehicle or other financial issues shall be directed to the Associate Athletics Director of Business.

10. Other Expenses.

Employees receiving a courtesy vehicle agree to pay all parking citations issued on the vehicle, as well as uninsured or underinsured costs. These costs, if not paid in advance, will be deducted from the employee's final paycheck (which includes any annual leave accrued).

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ATTACHMENT B

UNIVERSITY OF IDAHO
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
WHEELS CLUB AGREEMENT

I understand that donor automobile dealers are limited and Wheels Club participants are at a premium and their involvement with the University of Idaho Department of Athletics is paramount to our success. I accept responsibility for a regularly-scheduled maintenance program which includes lube, oil and filter changes, as well as repairs and maintenance on items not covered under warranty (e.g. brakes, tires, etc.)

I understand it is my responsibility to cultivate and foster a personal relationship with my donor dealer and that if my vehicle donation is not renewed, my privilege to receive a Wheels Club vehicle will be revoked.

By signing below, I hereby authorize the University of Idaho to withhold funds from my final paycheck, which includes annual leave pay-out, to cover any expense associated with my Wheels Club vehicle. These include, but are not limited to, normal cleaning, general maintenance, auto-body repairs and mechanical component replacement or repair, parking or moving violation citations.

I will keep a mileage log of all personal/business use miles and will be required to report said mileage to payroll annually (in November) for IRS tax purposes.

I understand that failure to comply with these procedures will result in the revocation of said courtesy vehicle.

Name: _____
(PLEASE PRINT)

Signature: _____

Date: _____

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EXHIBIT 6

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The Regents of the University of Idaho (University), and Greg South (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 men's and women's tennis teams (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.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on June 23, 2002, and terminating, without further notice to Coach, on June 21, 2003, unless sooner terminated in accordance with other provisions of this Agreement

2.2 Extension or Renewal. 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 \$41,932.80 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, as necessary, 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, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements.

3.2 Academic Incentive. Each year, Coach shall be eligible to receive supplemental compensation in an amount up to Five-hundred Dollars (\$500.00) based on the academic achievement of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. Coach is directed to information concerning the academic goals of the Department of Athletics as set forth in the Department of Athletics Staff and Coaches Handbook.

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

3.4 Use of Courtesy Vehicle. Coach may be assigned use of a courtesy vehicle by the Director. Coach must adhere to all rules and regulations of the Vandal Wheels Club program and must execute an agreement of responsibility for upkeep and maintenance of the vehicle. Assignment of a courtesy vehicle is at the sole discretion of the University. Attachment A – Vandal Wheels Program Policies and Procedures, and Attachment B - Wheels Club Agreement, are hereby incorporated by reference.

3.5 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. Academic expectations for Team members should reflect the academic goals of the Athletics Department as defined in the Department of Athletics Staff and Coaches' Handbook.

4.1.4. Know, recognize, and comply with the Department of Athletics Student-Athlete Behavior Policy in both the recruitment of prospective student-athletes and in the behavior of current student-athletes.

4.1.5 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. Assistant coach(es) and other personnel supervised by Coach are listed on the Coaching Staff Limitations form on file in the office of the Director of Compliance and Eligibility. 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 conference(s) of which the University is a member.

4.1.6. Participate in fundraising, public relations events, media opportunities, Vandal Scholarship Fund events, outreach programs to various constituent groups including University students, staff, faculty, alumni, and boosters, and other activities to promote the intercollegiate athletics program.

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 provide a written detailed accounting annually to the Director of Athletics for forwarding to the President of all athletically-related income and benefits from sources outside the University. Coach recognizes and agrees that the approval of all athletically-related income and benefits is in the sole discretion of the University. Sources of such income include, but are not limited to the following: (a) Income from annuities; (b) Sports camps; (c) Country club memberships; (e) Complimentary ticket sales; (f) Television and radio programs; and (g) Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers. This should be provided whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.6 Other Coaching Opportunities. Coach shall 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. 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.

5.1.2. 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.

5.1.3. If (a) Coach is informed that this Agreement will not be renewed, (b) Coach declines University's offer to renew this Agreement, (c) this Agreement is terminated, or (d) Coach resigns or otherwise terminates this Agreement, Coach may be placed on administrative leave. If Coach is placed on administrative leave under this paragraph 5.1.3, Coach shall immediately cease to accrue annual leave. Coach may also be placed on administrative leave as provided in the policies of the Board of Regents and University. Coach may be required to use all accrued annual leave prior to Coach's last date of employment with University.

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 due to Disability or Death of Coach.

5.2.1 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.

5.2.2 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.

5.2.3 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 he is entitled by virtue of employment with the University.

5.3 Interference by Coach. In the event of termination, suspension, placement on administrative leave, 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.

5.4 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.

5.5 Waiver of Rights. Because Coach is receiving the opportunity to earn supplemental compensation and outside income and because such opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, places Coach on administrative leave, or terminates this Agreement, 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 or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Regents, if required, 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, if required, 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, 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, as well as any courtesy vehicles provided to Coach, 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

BUSINESS AFFAIRS AND HUMAN RESOURCES

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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 or University 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
 P.O. Box 442302
 University of Idaho
 Moscow, ID 83844-2302

with a copy to: President
 University of Idaho
 P.O. Box 443151
 University of Idaho
 Moscow, ID 83844-3151

the Coach: Greg South
 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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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 University's Board of Regents.

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

UNIVERSITY

COACH

Robert Hoover, President

Date

Greg South

Date

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ATTACHMENT A

VANDAL WHEELS PROGRAM POLICIES AND PROCEDURES
DEPARTMENT OF ATHLETICS, UNIVERSITY OF IDAHO

1. Assignment of Vehicles in the Program

The Director of Athletics assigns all vehicles. It is important to remember that receipt of a courtesy vehicle from the Vandal Wheels Program is a distinct privilege, not entitlement. It is mandatory that recipients of these vehicles cultivate and foster a relationship with their respective dealer. Building a rapport with the donor dealer will help assure the car will continue to be provided to each respective recipient. Vehicles not renewed by participating dealers will revoke my privilege to receive any future Wheels Club vehicle.

2. Acceptance of Gift

Acceptance of the use of a vehicle is considered a gift to the University and will follow all normal gift receipt, acknowledgement, and acceptance practices.

3. Intended Use of Vehicles

The vehicles are intended for use in the conduct of University business and for personal use, which includes the use of the car, by the employee's spouse and any other driver approved by the employee. The use of a vehicle for commuting to the University from an employee's residence and returning from the University to the residence is considered to be personal use.

4. Mileage Logs

The employee must keep detailed records of the use of the vehicle and submit a copy of the records to the Associate Athletic Director for Business at the end of each calendar year. These records must include the following:

- Beginning and ending odometer reading for each vehicle driven.
- The number of business miles, personal miles and total miles driven
- Detail of the business miles driven including dates, purpose of trip, and the number of miles for each trip.

5. Tax Issues for the Driver

The following steps will be taken to ensure compliance with IRS tax regulations regarding the use of the courtesy vehicles provided to department employees.

- The dealer from an industry-recognized publication of these values will determine the Fair Market Value of the vehicle.
- The Fair Market Value will be used to determine the Annual Lease Value of the vehicle per IRS tables.

- The annual percentage of personal use of the vehicle will be calculated from the mileage records submitted by the employee. The percentage of personal use during the year times the annual lease value of the vehicle will determine the taxable income to be added to the employee's W-2 statement at years end.
- The employee's contribution for FICA and Medicare on this additional taxable income will be deducted from the employee's paycheck at the end of each calendar year.

No representation shall be made to a donor regarding the tax consequences of a donor's gift, except that the gift shall be processed in accordance with paragraph 2 above.

The donor is responsible for paying applicable state use taxes and any other taxes in connection with the donation of the vehicle to the University of Idaho.

6. Insurance

The employee receiving the use of a vehicle **MUST** carry, at his/her own expense, automobile insurance containing **AT LEAST** the following:

- Bodily injury coverage of \$100,000 per person and \$300,000 per occurrence.
- Property damage liability of \$100,000.
- Collision and comprehensive coverage with a maximum deductible of \$500.
- A clause providing the policy will not be canceled or amended in the absence of 30 days prior written notice to the University.

In addition, the "State of Idaho and the Regents of the University of Idaho" and the donor **MUST** be listed as additional insureds on each policy. The employee must present proof of insurance to the University prior to a vehicle being furnished to the employee and subsequently upon request.

The employee is responsible for the payment of any deductibles and any sums not covered by insurance.

Employees are advised to purchase umbrella liability coverage in an amount of at last \$1,000,000.

7. Licensing.

The employee is responsible for paying all license fees.

8. Gasoline/Oil

The University does not provide credit cards to pay for gasoline and oil to operate the vehicle. All such expenses are borne by the employee, subject to the University's standard reimbursement policies if applicable.

9. Maintenance/Repairs/Damages

The vehicle is to be kept in first-class condition and is to be returned at the request of the donor at any time. The employee is responsible for cleaning the vehicle prior to returning it to the dealer and is responsible for any damage to the vehicle not covered by the original warranty or insurance, normal wear and tear excepted. The employee generally will bring the car to the donating dealer's agency for service on a regular basis to be determined by the dealer. The employee will pay for Normal servicing costs. Other arrangements may be made with the dealer's permission or in the case of emergency. Any questions regarding maintenance costs damage to vehicle or other financial issues shall be directed to the Associate Athletics Director of Business.

10. Other Expenses.

Employees receiving a courtesy vehicle agree to pay all parking citations issued on the vehicle, as well as uninsured or underinsured costs. These costs, if not paid in advance, will be deducted from the employee's final paycheck (which includes any annual leave accrued).

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ATTACHMENT B

UNIVERSITY OF IDAHO
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
WHEELS CLUB AGREEMENT

I understand that donor automobile dealers are limited and Wheels Club participants are at a premium and their involvement with the University of Idaho Department of Athletics is paramount to our success. I accept responsibility for a regularly-scheduled maintenance program which includes lube, oil and filter changes, as well as repairs and maintenance on items not covered under warranty (e.g. brakes, tires, etc.)

I understand it is my responsibility to cultivate and foster a personal relationship with my donor dealer and that if my vehicle donation is not renewed, my privilege to receive a Wheels Club vehicle will be revoked.

By signing below, I hereby authorize the University of Idaho to withhold funds from my final paycheck, which includes annual leave pay-out, to cover any expense associated with my Wheels Club vehicle. These include, but are not limited to, normal cleaning, general maintenance, auto-body repairs and mechanical component replacement or repair, parking or moving violation citations.

I will keep a mileage log of all personal/business use miles and will be required to report said mileage to payroll annually (in November) for IRS tax purposes.

I understand that failure to comply with these procedures will result in the revocation of said courtesy vehicle.

Name: _____
(PLEASE PRINT)

Signature: _____

Date: _____

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EXHIBIT 7

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The Regents of the University of Idaho (University), and Carla Teevens (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 women's cross country/track and field 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.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on June 23, 2002, and terminating, without further notice to Coach, on June 21, 2003, unless sooner terminated in accordance with other provisions of this Agreement.

2.2 Extension or Renewal. 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 \$42,390.40 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, as necessary, 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, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements.

3.2 Academic Incentive. Each year, Coach shall be eligible to receive supplemental compensation in an amount up to Five-hundred Dollars (\$500.00) based on the academic achievement of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. Coach is directed to information concerning the academic goals of the Department of Athletics as set forth in the Department of Athletics Staff and Coaches Handbook.

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

3.4 Use of Courtesy Vehicle. Coach may be assigned use of a courtesy vehicle by the Director. Coach must adhere to all rules and regulations of the Vandal Wheels Club program and must execute an agreement of responsibility for upkeep and maintenance of the vehicle. Assignment of a courtesy vehicle is at the sole discretion of the University. Attachment A – Vandal Wheels Program Policies and Procedures, and Attachment B - Wheels Club Agreement, are hereby incorporated by reference.

3.5 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. Academic expectations for Team members should reflect the academic goals of the Athletics Department as defined in the Department of Athletics Staff and Coaches' Handbook.

4.1.4. Know, recognize, and comply with the Department of Athletics Student-Athlete Behavior Policy in both the recruitment of prospective student-athletes and in the behavior of current student-athletes.

4.1.5 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. Assistant coach(es) and other personnel supervised by Coach are listed on the Coaching Staff Limitations form on file in the office of the Director of Compliance and Eligibility. 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 conference(s) of which the University is a member.

4.1.6. Participate in fundraising, public relations events, media opportunities, Vandal Scholarship Fund events, outreach programs to various constituent groups including University students, staff, faculty, alumni, and boosters, and other activities to promote the intercollegiate athletics program.

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 provide a written detailed accounting annually to the Director of Athletics for forwarding to the President of all athletically-related income and benefits from sources outside the University. Coach recognizes and agrees that the approval of all athletically-related income and benefits is in the sole discretion of the University. Sources of such income include, but are not limited to the following: (a) Income from annuities; (b) Sports camps; (c) Country club memberships; (e) Complimentary ticket sales; (f) Television and radio programs; and (g) Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers. This should be provided whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.6 Other Coaching Opportunities. Coach shall 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. 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.

5.1.2. 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.

5.1.3. If (a) Coach is informed that this Agreement will not be renewed, (b) Coach declines University's offer to renew this Agreement, (c) this Agreement is terminated, or (d) Coach resigns or otherwise terminates this Agreement, Coach may be placed on administrative leave. If Coach is placed on administrative leave under this paragraph 5.1.3, Coach shall immediately cease to accrue annual leave. Coach may also be placed on administrative leave as provided in the policies of the Board of Regents and University. Coach may be required to use all accrued annual leave prior to Coach's last date of employment with University.

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 due to Disability or Death of Coach.

5.2.1 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.

5.2.2 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.

5.2.3 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 he is entitled by virtue of employment with the University.

5.3 Interference by Coach. In the event of termination, suspension, placement on administrative leave, 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.

5.4 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.

5.5 Waiver of Rights. Because Coach is receiving the opportunity to earn supplemental compensation and outside income and because such opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, places Coach on administrative leave, or terminates this Agreement, 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 or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Regents, if required, 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, if required, 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, 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, as well as any courtesy vehicles provided to Coach, 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

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

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 or University 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
 P.O. Box 442302
 University of Idaho
 Moscow, ID 83844-2302

with a copy to: President
 University of Idaho
 P.O. Box 443151
 University of Idaho
 Moscow, ID 83844-3151

the Coach: Carla Teevens
 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

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

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

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

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

UNIVERSITY

COACH

Robert Hoover, President

Date

Carla Teevens

Date

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Attachment A

VANDAL WHEELS PROGRAM POLICIES AND PROCEDURES
DEPARTMENT OF ATHLETICS, UNIVERSITY OF IDAHO

1. Assignment of Vehicles in the Program

The Director of Athletics assigns all vehicles. It is important to remember that receipt of a courtesy vehicle from the Vandal Wheels Program is a distinct privilege, not entitlement. It is mandatory that recipients of these vehicles cultivate and foster a relationship with their respective dealer. Building a rapport with the donor dealer will help assure the car will continue to be provided to each respective recipient. Vehicles not renewed by participating dealers will revoke my privilege to receive any future Wheels Club vehicle.

2. Acceptance of Gift

Acceptance of the use of a vehicle is considered a gift to the University and will follow all normal gift receipt, acknowledgement, and acceptance practices.

3. Intended Use of Vehicles

The vehicles are intended for use in the conduct of University business and for personal use, which includes the use of the car, by the employee's spouse and any other driver approved by the employee. The use of a vehicle for commuting to the University from an employee's residence and returning from the University to the residence is considered to be personal use.

4. Mileage Logs

The employee must keep detailed records of the use of the vehicle and submit a copy of the records to the Associate Athletic Director for Business at the end of each calendar year. These records must include the following:

- Beginning and ending odometer reading for each vehicle driven.
- The number of business miles, personal miles and total miles driven
- Detail of the business miles driven including dates, purpose of trip, and the number of miles for each trip.

5. Tax Issues for the Driver

The following steps will be taken to ensure compliance with IRS tax regulations regarding the use of the courtesy vehicles provided to department employees.

- The dealer from an industry-recognized publication of these values will determine the Fair Market Value of the vehicle.
- The Fair Market Value will be used to determine the Annual Lease Value of the vehicle per IRS tables.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 27, 2002

- The annual percentage of personal use of the vehicle will be calculated from the mileage records submitted by the employee. The percentage of personal use during the year times the annual lease value of the vehicle will determine the taxable income to be added to the employee's W-2 statement at years end.
- The employee's contribution for FICA and Medicare on this additional taxable income will be deducted from the employee's paycheck at the end of each calendar year.

No representation shall be made to a donor regarding the tax consequences of a donor's gift, except that the gift shall be processed in accordance with paragraph 2 above.

The donor is responsible for paying applicable state use taxes and any other taxes in connection with the donation of the vehicle to the University of Idaho.

6. Insurance

The employee receiving the use of a vehicle **MUST** carry, at his/her own expense, automobile insurance containing **AT LEAST** the following:

- Bodily injury coverage of \$100,000 per person and \$300,000 per occurrence.
- Property damage liability of \$100,000.
- Collision and comprehensive coverage with a maximum deductible of \$500.
- A clause providing the policy will not be canceled or amended in the absence of 30 days prior written notice to the University.

In addition, the "State of Idaho and the Regents of the University of Idaho" and the donor **MUST** be listed as additional insureds on each policy. The employee must present proof of insurance to the University prior to a vehicle being furnished to the employee and subsequently upon request.

The employee is responsible for the payment of any deductibles and any sums not covered by insurance.

Employees are advised to purchase umbrella liability coverage in an amount of at last \$1,000,000.

7. Licensing.

The employee is responsible for paying all license fees.

8. Gasoline/Oil

The University does not provide credit cards to pay for gasoline and oil to operate the vehicle. All such expenses are borne by the employee, subject to the University's standard reimbursement policies if applicable.

9. Maintenance/Repairs/Damages

The vehicle is to be kept in first-class condition and is to be returned at the request of the donor at any time. The employee is responsible for cleaning the vehicle prior to returning it to the dealer and is responsible for any damage to the vehicle not covered by the original warranty or insurance, normal wear and tear excepted. The employee generally will bring the car to the donating dealer's agency for service on a regular basis to be determined by the dealer. The employee will pay for Normal servicing costs. Other arrangements may be made with the dealer's permission or in the case of emergency. Any questions regarding maintenance costs damage to vehicle or other financial issues shall be directed to the Associate Athletics Director of Business.

10. Other Expenses.

Employees receiving a courtesy vehicle agree to pay all parking citations issued on the vehicle, as well as uninsured or underinsured costs. These costs, if not paid in advance, will be deducted from the employee's final paycheck (which includes any annual leave accrued).

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**UNIVERSITY OF IDAHO
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
WHEELS CLUB AGREEMENT**

I understand that donor automobile dealers are limited and Wheels Club participants are at a premium and their involvement with the University of Idaho Department of Athletics is paramount to our success. I accept responsibility for a regularly-scheduled maintenance program which includes lube, oil and filter changes, as well as repairs and maintenance on items not covered under warranty (e.g. brakes, tires, etc.)

I understand it is my responsibility to cultivate and foster a personal relationship with my donor dealer and that if my vehicle donation is not renewed, my privilege to receive a Wheels Club vehicle will be revoked.

By signing below, I hereby authorize the University of Idaho to withhold funds from my final paycheck, which includes annual leave pay-out, to cover any expense associated with my Wheels Club vehicle. These include, but are not limited to, normal cleaning, general maintenance, auto-body repairs and mechanical component replacement or repair, parking or moving violation citations.

I will keep a mileage log of all personal/business use miles and will be required to report said mileage to payroll annually (in November) for IRS tax purposes.

I understand that failure to comply with these procedures will result in the revocation of said courtesy vehicle.

Name: _____
(PLEASE PRINT)

Signature: _____

Date: _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

BUSINESS AFFAIRS AND HUMAN RESOURCES
OTHER
ATHLETIC APPOINTMENT

Jason Zoeteman/Women's Head Volleyball Coach (RE: contract page 119)

FTE/Term:	1.0/12 months
Proposed Annual Salary:	May 31, 2002
Funding:	Appropriated

REAPPOINTMENT

Tracy Collins, Trainer/Coach (RE: contract page 120)

FTE/Term	1.0 (12 months)
Department:	Athletic
Proposed Annual Salary:	\$31,824
Prior Annual Salary:	\$23,837
Amount and Percent:	\$7,987 / 33.50%
Effective Date:	July 1, 2002
Rationale:	To bring the position to the minimum exempt salary level

Kai Fong, Tennis Coach/Facility Coordinator (RE: contract page 121)

FTE/Term	1.0 (12 months)
Department:	Tennis Center
Proposed Annual Salary:	\$39,312
Prior Annual Salary:	\$39,312
Amount and Percent:	\$0/0%

Mike Collins, Cross-Country Coach (RE: contract page 122)

FTE/Term	.4 (12 months)
Department:	Athletic
Proposed Annual Salary:	\$15,000
Prior Annual Salary:	\$15,000
Amount and Percent:	\$0/0%

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EMPLOYMENT CONTRACT

Jason Zoeteman
 Women's Head VB Coach
 Athletics

(Name, Title, and/or Rank, Dept.)

TERM OF APPOINTMENT: Fiscal Year XX Academic Year _____ Other _____

CONTRACT PERIOD: 5/31/02 – 6/30/03

PAYMENT PERIOD: 5/31/02 – 6/30/03 Annual Salary \$ 40,000.00

CLASSIFICATION: FACULTY _____ PROFESSIONAL STAFF: XX
 ON TENURE: YES _____ NO XX (includes non-faculty instructional personnel, i.e., lecturer, tutor, trainer, teacher, visiting professor, etc.)
 TENURE TRACK: YES _____ NO _____ YEAR _____
 TYPE OF APPOINTMENT: XX New Appointment _____ Reappointment _____ Part-time Appointment _____ Contract Change _____ Other _____

GENERAL CONDITIONS:

This contract constitutes the agreement regarding the employee's appointment for the period indicated and the salary to be paid for services rendered. The terms of employment as set forth in this contract are also subject to the Governing Policies and Procedures and Rules Manual of the State Board of Education and the LCSC Faculty-Staff Handbook/Policy Manual and other College policies, as may be amended, from time to time, without notice. Special mention is made in the State Board of Education Intellectual Property and Conflict of Interest rules and with the College's Patent and Discovery Policy, #1.110, that any patentable property which is discovered during such employment but which is developed after such employment ceases will be subject to the Board's rights under said rule. The preparation of the necessary filings to protect the intellectual property covered under the terms of this agreement and the assigning of any patentable property rights to the Board or as the Board directs will also be expected.

It is a condition precedent to the existence of this contract that Technical Programs instructors secure and maintain a valid vocational education teaching certificate and other required certificates evidencing his or her compliance with applicable vocational education standards established by the State Division of Vocational Education and in keeping with conditions listed below.

In the event employees paid on an academic year basis are requested to perform additional duties during summer session, the salary provided in this contract shall be adjusted in accordance with policies and administrative rules established by the State Board of Education and the college and payment shall be made pursuant to such adjustment. If any academic year appointee fails to complete the fall and spring semesters, that person shall be entitled to receive a prorated salary based upon the amount of time the person actually was performing services compared to the total amount of time the person was expected to perform services.

It is further agreed that any appointee who ceases to work for the college during the term of employment provided herein and who has received more than the prorated portion of the annual salary to which that individual is entitled shall repay the excess payment to the college within thirty (30) days after the termination of service. Any employee who ceases work for the college within the first year of employment and who received an allowance for moving expenses shall repay LCSC for that allowance within thirty (30) days after the termination of employment. These provisions are applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay. It does not modify sick leave benefits.

ALL CONTRACTS ARE SUBJECT TO ALL APPLICABLE POLICIES AND REGULATIONS OF LEWIS-CLARK STATE COLLEGE AND ALL APPLICABLE POLICIES AND RULES OF THE STATE BOARD OF EDUCATION AS MAY BE AMENDED, FROM TIME TO TIME, WITHOUT NOTICE. IN ADDITION, THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY ON THE APPROVAL OF THE STATE BOARD OF EDUCATION PURSUANT TO ITS GOVERNING POLICIES AND PROCEDURES AND ADMINISTRATIVE RULES.

OTHER CONDITIONS:

This contract may be terminated at any time for adequate cause; or when the Board declares a state of financial exigency; or it may be non-renewed pursuant to Board Policy Section II.

This agreement is void if not signed and returned to the Human Resources Office by June 27, 2002

I accept this contract and all conditions listed.

Accepted: _____
 Employee Date President Date

(Rev. 5/02)

EMPLOYMENT CONTRACT

Tracy Collins
Trainer/Coach
Athletics

(Name, Title, and/or Rank, Dept.)

TERM OF APPOINTMENT: Fiscal Year XX Academic Year ____ Other ____

CONTRACT PERIOD: 7/1/02 – 6/30/03

PAYMENT PERIOD: 7/1/02 – 6/30/03 Annual Salary \$ 31,824.00

CLASSIFICATION: FACULTY ____ PROFESSIONAL STAFF: XX
ON TENURE: YES ____ NO XX (includes non-faculty instructional personnel, i.e., lecturer, tutor, trainer, teacher, visiting professor, etc.)

TENURE TRACK: YES ____ NO ____ YEAR ____

TYPE OF APPOINTMENT: ____ New Appointment XX Reappointment ____ Part-time Appointment ____ Contract Change ____ Other ____

GENERAL CONDITIONS:

This contract constitutes the agreement regarding the employee's appointment for the period indicated and the salary to be paid for services rendered. The terms of employment as set forth in this contract are also subject to the Governing Policies and Procedures and Rules Manual of the State Board of Education and the LCSC Faculty-Staff Handbook/Policy Manual and other College policies, as may be amended, from time to time, without notice. Special mention is made in the State Board of Education Intellectual Property and Conflict of Interest rules and with the College's Patent and Discovery Policy, #1.110, that any patentable property which is discovered during such employment but which is developed after such employment ceases will be subject to the Board's rights under said rule. The preparation of the necessary filings to protect the intellectual property covered under the terms of this agreement and the assigning of any patentable property rights to the Board or as the Board directs will also be expected.

It is a condition precedent to the existence of this contract that Technical Programs instructors secure and maintain a valid vocational education teaching certificate and other required certificates evidencing his or her compliance with applicable vocational education standards established by the State Division of Vocational Education and in keeping with conditions listed below.

In the event employees paid on an academic year basis are requested to perform additional duties during summer session, the salary provided in this contract shall be adjusted in accordance with policies and administrative rules established by the State Board of Education and the college and payment shall be made pursuant to such adjustment. If any academic year appointee fails to complete the fall and spring semesters, that person shall be entitled to receive a prorated salary based upon the amount of time the person actually was performing services compared to the total amount of time the person was expected to perform services.

It is further agreed that any appointee who ceases to work for the college during the term of employment provided herein and who has received more than the prorated portion of the annual salary to which that individual is entitled shall repay the excess payment to the college within thirty (30) days after the termination of service. Any employee who ceases work for the college within the first year of employment and who received an allowance for moving expenses shall repay LCSC for that allowance within thirty (30) days after the termination of employment. These provisions are applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay. It does not modify sick leave benefits.

ALL CONTRACTS ARE SUBJECT TO ALL APPLICABLE POLICIES AND REGULATIONS OF LEWIS-CLARK STATE COLLEGE AND ALL APPLICABLE POLICIES AND RULES OF THE STATE BOARD OF EDUCATION AS MAY BE AMENDED, FROM TIME TO TIME, WITHOUT NOTICE. IN ADDITION, THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY ON THE APPROVAL OF THE STATE BOARD OF EDUCATION PURSUANT TO ITS GOVERNING POLICIES AND PROCEDURES AND ADMINISTRATIVE RULES.

OTHER CONDITIONS:

This contract may be terminated at any time for adequate cause; or when the Board declares a state of financial exigency; or it may be non-renewed pursuant to Board Policy Section II.

This agreement is void if not signed and returned to the Human Resources Office by June 27, 2002

I accept this contract and all conditions listed.

Accepted: _____
Employee Date President Date

(Rev. 5/02)

EMPLOYMENT CONTRACT

Kai Fong
Coach/Tennis Facility Coordinator
Tennis Center

(Name, Title, and/or Rank, Dept.)

TERM OF APPOINTMENT: Fiscal Year XX Academic Year ____ Other ____

CONTRACT PERIOD: 7/1/02 – 6/30/03

PAYMENT PERIOD: 7/1/02 – 6/30/03 Annual Salary \$ 39,312.00

CLASSIFICATION: FACULTY ____ PROFESSIONAL STAFF: XX
ON TENURE: YES ____ NO XX (includes non-faculty instructional personnel, i.e., lecturer, tutor, trainer, teacher, visiting professor, etc.)

TENURE TRACK: YES ____ NO ____ YEAR ____

TYPE OF APPOINTMENT: ____ New Appointment XX Reappointment ____ Part-time Appointment ____ Contract Change ____ Other ____

GENERAL CONDITIONS:

This contract constitutes the agreement regarding the employee's appointment for the period indicated and the salary to be paid for services rendered. The terms of employment as set forth in this contract are also subject to the Governing Policies and Procedures and Rules Manual of the State Board of Education and the LCSC Faculty-Staff Handbook/Policy Manual and other College policies, as may be amended, from time to time, without notice. Special mention is made in the State Board of Education Intellectual Property and Conflict of Interest rules and with the College's Patent and Discovery Policy, #1.110, that any patentable property which is discovered during such employment but which is developed after such employment ceases will be subject to the Board's rights under said rule. The preparation of the necessary filings to protect the intellectual property covered under the terms of this agreement and the assigning of any patentable property rights to the Board or as the Board directs will also be expected.

It is a condition precedent to the existence of this contract that Technical Programs instructors secure and maintain a valid vocational education teaching certificate and other required certificates evidencing his or her compliance with applicable vocational education standards established by the State Division of Vocational Education and in keeping with conditions listed below.

In the event employees paid on an academic year basis are requested to perform additional duties during summer session, the salary provided in this contract shall be adjusted in accordance with policies and administrative rules established by the State Board of Education and the college and payment shall be made pursuant to such adjustment. If any academic year appointee fails to complete the fall and spring semesters, that person shall be entitled to receive a prorated salary based upon the amount of time the person actually was performing services compared to the total amount of time the person was expected to perform services.

It is further agreed that any appointee who ceases to work for the college during the term of employment provided herein and who has received more than the prorated portion of the annual salary to which that individual is entitled shall repay the excess payment to the college within thirty (30) days after the termination of service. Any employee who ceases work for the college within the first year of employment and who received an allowance for moving expenses shall repay LCSC for that allowance within thirty (30) days after the termination of employment. These provisions are applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay. It does not modify sick leave benefits.

ALL CONTRACTS ARE SUBJECT TO ALL APPLICABLE POLICIES AND REGULATIONS OF LEWIS-CLARK STATE COLLEGE AND ALL APPLICABLE POLICIES AND RULES OF THE STATE BOARD OF EDUCATION AS MAY BE AMENDED, FROM TIME TO TIME, WITHOUT NOTICE. IN ADDITION, THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY ON THE APPROVAL OF THE STATE BOARD OF EDUCATION PURSUANT TO ITS GOVERNING POLICIES AND PROCEDURES AND ADMINISTRATIVE RULES.

OTHER CONDITIONS:

This contract may be terminated at any time for adequate cause; or when the Board declares a state of financial exigency; or it may be non-renewed pursuant to Board Policy Section II.

This agreement is void if not signed and returned to the Human Resources Office by June 27, 2002

I accept this contract and all conditions listed.

Accepted: _____
Employee Date President Date

(Rev. 5/02)

EMPLOYMENT CONTRACT

Mike Collins
Head Cross-Country Coach
Athletics

(Name, Title, and/or Rank, Dept.)

TERM OF APPOINTMENT: Fiscal Year XX Academic Year ____ Other ____

CONTRACT PERIOD: 7/1/02 - 6/30/03

PAYMENT PERIOD: 7/1/02 - 6/30/03 Annual Salary \$ 15,000.00

CLASSIFICATION: FACULTY ____ PROFESSIONAL STAFF: XX
ON TENURE: YES ____ NO XX (includes non-faculty instructional personnel, i.e., lecturer, tutor, trainer, teacher, visiting professor, etc.)
TENURE TRACK: YES ____ NO ____ YEAR ____

TYPE OF APPOINTMENT: ____ New Appointment XX Reappointment ____ Part-time Appointment ____ Contract Change ____ Other ____

GENERAL CONDITIONS:

This contract constitutes the agreement regarding the employee's appointment for the period indicated and the salary to be paid for services rendered. The terms of employment as set forth in this contract are also subject to the Governing Policies and Procedures and Rules Manual of the State Board of Education and the LCSC Faculty-Staff Handbook/Policy Manual and other College policies, as may be amended, from time to time, without notice. Special mention is made in the State Board of Education Intellectual Property and Conflict of Interest rules and with the College's Patent and Discovery Policy, #1.110, that any patentable property which is discovered during such employment but which is developed after such employment ceases will be subject to the Board's rights under said rule. The preparation of the necessary filings to protect the intellectual property covered under the terms of this agreement and the assigning of any patentable property rights to the Board or as the Board directs will also be expected.

It is a condition precedent to the existence of this contract that Technical Programs instructors secure and maintain a valid vocational education teaching certificate and other required certificates evidencing his or her compliance with applicable vocational education standards established by the State Division of Vocational Education and in keeping with conditions listed below.

In the event employees paid on an academic year basis are requested to perform additional duties during summer session, the salary provided in this contract shall be adjusted in accordance with policies and administrative rules established by the State Board of Education and the college and payment shall be made pursuant to such adjustment. If any academic year appointee fails to complete the fall and spring semesters, that person shall be entitled to receive a prorated salary based upon the amount of time the person actually was performing services compared to the total amount of time the person was expected to perform services.

It is further agreed that any appointee who ceases to work for the college during the term of employment provided herein and who has received more than the prorated portion of the annual salary to which that individual is entitled shall repay the excess payment to the college within thirty (30) days after the termination of service. Any employee who ceases work for the college within the first year of employment and who received an allowance for moving expenses shall repay LCSC for that allowance within thirty (30) days after the termination of employment. These provisions are applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay. It does not modify sick leave benefits.

ALL CONTRACTS ARE SUBJECT TO ALL APPLICABLE POLICIES AND REGULATIONS OF LEWIS-CLARK STATE COLLEGE AND ALL APPLICABLE POLICIES AND RULES OF THE STATE BOARD OF EDUCATION AS MAY BE AMENDED, FROM TIME TO TIME, WITHOUT NOTICE. IN ADDITION, THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY ON THE APPROVAL OF THE STATE BOARD OF EDUCATION PURSUANT TO ITS GOVERNING POLICIES AND PROCEDURES AND ADMINISTRATIVE RULES.

OTHER CONDITIONS:

This contract may be terminated at any time for adequate cause; or when the Board declares a state of financial exigency; or it may be non-renewed pursuant to Board Policy Section II.

This agreement is void if not signed and returned to the Human Resources Office by June 27, 2002

I accept this contract and all conditions listed.

Accepted: _____
Employee Date President Date

(Rev. 5/02)

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE continued

Ed Cheff/Baseball Coach/Assistant Professor (RE: contract page 124)
FTE/Term 1.0 (12 months)
Department: Athletic
Proposed Annual Salary: \$66,872
Prior Annual Salary: \$66,872
Amount and Percent: \$0/0%

FY 2003 CONTRACT ADDENDUM: EDWARD CHEFF

Elements of Contractual Agreement

1. Employee whose program is found in violation of the National Association of Intercollegiate Athletics (NAIA) regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NAIA or NAIA enforcement procedures.
2. Employee may be suspended for a period of time without pay, or employee's employment may be terminated if employee is found to be involved in deliberate and serious violations of NAIA or NAIA regulations.
3. Employee is required to receive, annually, prior written approval from the president and athletic director for all athletically related income and benefits from sources outside the institution.
4. Employee shall not use, directly or by implication, the institution's name or logo in the endorsement of commercial products or services for personal gain without prior written approval from the institution's president and athletic director.
5. Employee shall at all times be subject to the State Board of Education Rules Manual and Governing Policies and Procedures Manual, Lewis-Clark State College Policies and Procedures Manual, and all conference and national association rules as they now exist.
6. Semester team GPA does not fall below three-year team GPA for more than two consecutive semesters
7. Annual team graduation rates do not fall below LCSC graduation rates each year.
8. If the team wins the conference and represents LCSC at the national tournament, the coach will receive a one-time bonus of \$1,000. If the team falls below expected performance of academic outcomes for more than two consecutive semesters, the one-time bonus payment will be void.

EMPLOYMENT CONTRACT

Ed Cheff
Coach, Baseball/Assistant Professor
Athletics

(Name, Title, and/or Rank, Dept.)

TERM OF APPOINTMENT: Fiscal Year XX Academic Year Other

CONTRACT PERIOD: 7/1/02 - 6/30/03

PAYMENT PERIOD: 7/1/02 - 6/30/03 Annual Salary \$ 66,872.00

CLASSIFICATION: FACULTY PROFESSIONAL STAFF: XX
ON TENURE: YES NO XX (includes non-faculty instructional personnel, i.e., lecturer, tutor, trainer, teacher, visiting professor, etc.)
TENURE TRACK: YES NO XX YEAR

TYPE OF APPOINTMENT: New Appointment XX Reappointment Part-time Appointment Contract Change Other

GENERAL CONDITIONS:

This contract constitutes the agreement regarding the employee's appointment for the period indicated and the salary to be paid for services rendered. The terms of employment as set forth in this contract are also subject to the Governing Policies and Procedures and Rules Manual of the State Board of Education and the LCSC Faculty-Staff Handbook/Policy Manual and other College policies, as may be amended, from time to time, without notice. Special mention is made in the State Board of Education Intellectual Property and Conflict of Interest rules and with the College's Patent and Discovery Policy, #1.110, that any patentable property which is discovered during such employment but which is developed after such employment ceases will be subject to the Board's rights under said rule. The preparation of the necessary filings to protect the intellectual property covered under the terms of this agreement and the assigning of any patentable property rights to the Board or as the Board directs will also be expected.

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In the event employees paid on an academic year basis are requested to perform additional duties during summer session, the salary provided in this contract shall be adjusted in accordance with policies and administrative rules established by the State Board of Education and the college and payment shall be made pursuant to such adjustment. If any academic year appointee fails to complete the fall and spring semesters, that person shall be entitled to receive a prorated salary based upon the amount of time the person actually was performing services compared to the total amount of time the person was expected to perform services.

It is further agreed that any appointee who ceases to work for the college during the term of employment provided herein and who has received more than the prorated portion of the annual salary to which that individual is entitled shall repay the excess payment to the college within thirty (30) days after the termination of service. Any employee who ceases work for the college within the first year of employment and who received an allowance for moving expenses shall repay LCSC for that allowance within thirty (30) days after the termination of employment. These provisions are applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay. It does not modify sick leave benefits.

ALL CONTRACTS ARE SUBJECT TO ALL APPLICABLE POLICIES AND REGULATIONS OF LEWIS-CLARK STATE COLLEGE AND ALL APPLICABLE POLICIES AND RULES OF THE STATE BOARD OF EDUCATION AS MAY BE AMENDED, FROM TIME TO TIME, WITHOUT NOTICE. IN ADDITION, THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE ONLY ON THE APPROVAL OF THE STATE BOARD OF EDUCATION PURSUANT TO ITS GOVERNING POLICIES AND PROCEDURES AND ADMINISTRATIVE RULES.

OTHER CONDITIONS:

This contract may be terminated at any time for adequate cause; or when the Board declares a state of financial exigency; or it may be non-renewed pursuant to Board Policy Section II.

This agreement is void if not signed and returned to the Human Resources Office by June 27, 2002

I accept this contract and all conditions listed.

Accepted: _____
Employee Date President Date

(Rev. 5/02)

INSTITUTION / AGENCY AGENDA

LEWIS-CLARK STATE COLLEGE continued

George Pfeifer/Men's Basketball Coach (RE: contract page 126)

FTE/Term 1.0 (12 months)

Department: Athletic

Proposed Annual Salary: \$45,115

Prior Annual Salary: \$45,115

Amount and Percent: \$0/0%

CONTRACT ADDENDUM: George Pfeifer

Elements of Contractual Agreement

1. Employee whose program is found in violation of the National Association of Intercollegiate Athletics (NAIA) regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NAIA or NAIA enforcement procedures.
2. Employee may be suspended for a period of time without pay, or employee's employment may be terminated if employee is found to be involved in deliberate and serious violations of NAIA or NAIA regulations.
3. Employee is required to receive, annually, prior written approval from the president and athletic director for all athletically related income and benefits from sources outside the institution.
4. Employee shall not use, directly or by implication, the institution's name or logo in the endorsement of commercial products or services for personal gain without prior written approval from the institution's president and athletic director.
5. Employee shall at all times be subject to the State Board of Education Rules Manual and Governing Policies and Procedures Manual, Lewis-Clark State College Policies and Procedures Manual, and all conference and national association rules as they now exist.
6. Semester team GPA does not fall below three-year team GPA for more than two consecutive semesters.
7. Annual team graduation rates do not fall below LCSC graduation rates each year.
8. If the team wins the conference and represents LCSC at the national tournament, the coach will receive a one-time bonus of \$1,000. If the team falls below expected performance of academic outcomes for more than two consecutive semesters, the one-time bonus payment will be void.

EMPLOYMENT CONTRACT

George Pfeifer
 Men's Basketball Coach
 Athletics

(Name, Title, and/or Rank, Dept.)

TERM OF APPOINTMENT: Fiscal Year XX Academic Year _____ Other _____

CONTRACT PERIOD: 7/1/02 - 6/30/03

PAYMENT PERIOD: 7/1/02 - 6/30/03 Annual Salary \$ 45,115.20

CLASSIFICATION: FACULTY _____ PROFESSIONAL STAFF: XX
 ON TENURE: YES _____ NO XX (includes non-faculty instructional personnel, i.e., lecturer, tutor, trainer, teacher, visiting professor, etc.)

TENURE TRACK: YES _____ NO XX YEAR _____

TYPE OF APPOINTMENT: _____ New Appointment XX Reappointment _____ Part-time Appointment _____ Contract Change _____ Other _____

GENERAL CONDITIONS:

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It is further agreed that any appointee who ceases to work for the college during the term of employment provided herein and who has received more than the prorated portion of the annual salary to which that individual is entitled shall repay the excess payment to the college within thirty (30) days after the termination of service. Any employee who ceases work for the college within the first year of employment and who received an allowance for moving expenses shall repay LCSC for that allowance within thirty (30) days after the termination of employment. These provisions are applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay. It does not modify sick leave benefits.

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OTHER CONDITIONS:

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I accept this contract and all conditions listed.

Accepted: _____
 Employee Date President Date

(Rev. 5/02)

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE continued

Brian Orr/Women's Basketball Coach (RE: contract page 128)

FTE/Term	1.0 (12 months)
Department:	Athletic
Proposed Annual Salary:	\$40,206
Prior Annual Salary:	\$40,206
Amount and Percent:	\$0/0%

FY 2003 CONTRACT ADDENDUM: Brian Orr

Elements of Contractual Agreement

1. Employee whose program is found in violation of the National Association of Intercollegiate Athletics (NAIA) regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NAIA or NAIA enforcement procedures.
2. Employee may be suspended for a period of time without pay, or employee's employment may be terminated if employee is found to be involved in deliberate and serious violations of NAIA or NAIA regulations.
3. Employee is required to receive, annually, prior written approval from the president and athletic director for all athletically related income and benefits from sources outside the institution.
4. Employee shall not use, directly or by implication, the institution's name or logo in the endorsement of commercial products or services for personal gain without prior written approval from the institution's president and athletic director.
5. Employee shall at all times be subject to the State Board of Education Rules Manual and Governing Policies and Procedures Manual, Lewis-Clark State College Policies and Procedures Manual, and all conference and national association rules as they now exist.
6. Semester team GPA does not fall below three-year team GPA for more than two consecutive semesters.
7. Annual team graduation rates do not fall below LCSC graduation rates each year.
8. If the team wins the conference and represents LCSC at the national tournament, the coach will receive a one-time bonus of \$1,000. If the team falls below expected performance of academic outcomes for more than two consecutive semesters, the one-time bonus payment will be void.

EMPLOYMENT CONTRACT

Brian Orr
Head Women's Basketball Coach
Athletics

(Name, Title, and/or Rank, Dept.)

TERM OF APPOINTMENT: Fiscal Year XX Academic Year ____ Other ____

CONTRACT PERIOD: 7/1/02 - 6/30/03

PAYMENT PERIOD: 7/1/02 - 6/30/03 Annual Salary \$ 40,206.40

CLASSIFICATION: FACULTY ____ PROFESSIONAL STAFF: XX
ON TENURE: YES ____ NO XX (includes non-faculty instructional personnel, i.e., lecturer, tutor, trainer, teacher, visiting professor, etc.)
TENURE TRACK: YES ____ NO XX YEAR ____

TYPE OF APPOINTMENT: ____ New Appointment XX Reappointment ____ Part-time Appointment ____ Contract Change ____ Other ____

GENERAL CONDITIONS:

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Accepted: _____
Employee Date President Date

(Rev. 5/02)

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 27, 2002

INSTITUTION / AGENCY AGENDA
IDAHO PUBLIC TELEVISION

BUSINESS AFFAIRS AND HUMAN RESOURCES
ITEMS NOT COVERED IN OTHER SECTIONS

To: State Board of Education
Fr: Peter W. Morrill, General Manager
Dt: June 4, 2002
Re: General Manager's Report

IdahoPTV And Western PBS Stations Are Awarded Digital Grant, Page 2
IdahoPTV Garners 3 Regional Emmy Nominations, Page 2
Descriptive Video Service (DVS) Begins For Eastern Idaho On IdahoPTV, Page 3
PBS' Nova Features Clear Creek Fire Footage, Page 4
DRAINING THE WEST? Examines Water Issues In The Arid West, Page 5
IDAHO DEBATES On IdahoPTV, Page 7
Shows Honor Memorial Day, Page 8
Reinventing IdahoPTV's Summer Connections, Page 9
READING RAINBOW Young Writers Contest Winners Announced For Idaho, Page 9
IdahoPTV Garners 11 Awards From Idaho Press Club, Page 10
New Fish And Game Director Steve Huffaker Appeared On IdahoPTV's DIALOGUE
May 2, Page 11
Miniseries On Biodiversity Features Idaho, Idahoans, Page 12
CPB/PBS Producers Academy Honors IdahoPTV Producer, Page 13
DIALOGUE FOR KIDS Prospects For Rocks, Minerals, Page 13
DIALOGUE FOR KIDS Explores The Wonders Of Weather, Page 14
Worldfest Honors IdahoPTV, Page 14
IdahoPTV Earns Six Awards At Competition Of Society Of Professional Journalists,
Inland Chapter, Page 14
Boise Family Magazine Readers Vote IdahoPTV Shows Best, Page 15

INSTITUTION / AGENCY AGENDA

IDAHO PUBLIC TELEVISION continued

PAGE 2

IDAHOPTV AND WESTERN PBS STATIONS ARE AWARDED DIGITAL GRANT

On May 31, 2002, The Corporation for Public Broadcasting (CPB) and PBS' Digital Strategic Services Group announced that an application to the newly created Digital Distribution Fund (DDF) would be awarded to a consortium of PBS stations in the Intermountain West, lead by IdahoPTV.

At the time of this writing, the specifics of the major grant award were not known, but the original proposal included the remaining matching funds to complete Phase 3 (of 3), KIPT-DT, Twin Falls, of IdahoPTV's federally mandated conversion to digital television. In addition, the proposed grant would 1) enable the establishment of a public affairs-themed television, data and web program service directed towards digital television, and 2) digital transmission facilities for Carson City, NV.

The principle stations are IdahoPTV (lead station); KUED-TV/University of Utah, Salt Lake City; and KNPB-TV, Reno. Associate members include WyomingPTV and MontanaPTV.

Developed in consultation with representatives of the station community and the leadership of public broadcast membership organizations, the Digital Distribution Fund (DDF) allocates grants to public television licensees for the construction of digital transmission facilities and the provision of digital services.

This is the inaugural grant awards for the DDF totaling nearly \$12 million made to 26 licensees for single station and multi-station projects.

IDAHOPTV GARNERS 3 REGIONAL EMMY NOMINATIONS

The National Association of Television Arts and Sciences' Seattle Chapter, recently announced that IdahoPTV had received three Emmy Nominations for local programs:

- CURRENT ISSUES, Idaho Public Television, "In Our Own Voice," Idaho Public Television Staff
- INFORMATIONAL SERIES, Idaho Public Television, "Owyhee Canyon Lands," Outdoor Idaho Staff
- ENTERTAINMENT PROGRAM, Idaho Public Television, "Oldtime Fiddlers," Outdoor Idaho Staff

The final awards will be announced on Friday, June 20, 2002. We'll keep you posted on the results!

INSTITUTION / AGENCY AGENDA

IDAHO PUBLIC TELEVISION continued

PAGE 3

DESCRIPTIVE VIDEO SERVICE (DVS) BEGINS FOR EASTERN IDAHO ON IDAHOPTV

Idaho Public Television will begin offering the Descriptive Video Service (DVS) for the visually impaired for some nationally distributed programs broadcast on KISU-TV serving eastern Idaho.

DVS provides narrated descriptions of the key visual elements of a televised show without interfering with the audio or dialogue. The narration describes visual elements such as actions, settings, body language, and graphics.

This service was the result of a partnership that began more than a year ago with Idaho State School for the Deaf and Blind (ISDB) in Gooding and was supported by a grant from the J.A. & Kathryn Albertson Foundation.

The DVS service for southeastern Idaho join the current service available in Southwest (KAID, KIPT) and North Idaho (KUID, KCDT).

DVS is transmitted on what is called the SAP channel and like closed captions usually can be turned on by the television set's remote control. Viewers can determine how to access the channel by checking the manual for their television set. (However, to receive the correct audio when there is no DVS provided for a program, the set's controls must be returned to stereo.)

"Many of IdahoPTV's educational programs that are used by teachers throughout the state are provided with DVS," says Gens Johnson, director of DTV planning and educational services.

PBS ongoing series that offer DVS include:

- Adventures from the Book of Virtues
- American Experience
- Arthur
- Between the Lions
- Cyberchase
- ExxonMobil Masterpiece Theatre (Selected episodes)
- Mister Rogers' Neighborhood (Selected episodes)
- Mystery!
- Nature

INSTITUTION / AGENCY AGENDA
IDAHO PUBLIC TELEVISION continued
PAGE 4

- NOVA (Selected episodes)
- Scientific American Frontiers
- Zoboomafoo
- Zoom

Only IdahoPTV offers DVS to Idaho viewers and is joining 169 other public television stations nationwide that offer the service, reaching more than 80 percent of television households in the United States.

Since 1986 DVS has been turning pictures into words enabling thousands of people who are blind or have low vision to more fully enjoy television and movies on video. The DVS weaves carefully crafted descriptions of a program or movie's key visual elements into the natural pauses of the program or movie dialogue.

For more information on IdahoPTV DVS service go to:
<http://idahoptv.org/dvs/dvsschedule.html>

PBS' NOVA FEATURES CLEAR CREEK FIRE FOOTAGE

NOVA "Fire Wars" traveled alongside the men and women of the Arrowhead Hotshot crew as they battled the flames and furor of the Clear Creek Fire, west of Salmon. IdahoPTV contributed wildfire footage to "Fire Wars." The shots came from OUTDOOR IDAHO "Fireline" and SEASON OF FIRE.

"Fire Wars" aired both nationally and locally, on Idaho Public Television, on Tuesday, May 7.

During the summer of 2000, the Clear Creek fire and others swept the backcountry of western states. Clear Creek burned tirelessly for two months, blackening more than 200,000 acres in Idaho and Montana. "Fire Wars" shows hotshot crew members waiting, surrounded by a crown of fire that engulfed trees like torches. Cameras capture the action as the fire sent swirling tornadoes of flames skyward. In just three hours the fire burned 20,000 acres.

NOVA "Fire Wars" reflects on the damage done during the summer of 2000. The program also goes into the history of fire fighting. The war on wildfires dates back to 1910 when millions of acres, towns and firefighters were engulfed in the Rockies. Technology has somewhat lightened the load on firefighters but now ecologists worry about a lack of fire. Most ecosystems depend on fire to recycle nutrients and reduce overgrowth. NOVA looks at all sides of the issue.

INSTITUTION / AGENCY AGENDA
IDAHO PUBLIC TELEVISION continued
PAGE 5

DRAINING THE WEST? EXAMINES WATER ISSUES IN THE ARID WEST

A panel of water experts gathered in the Idaho Public Television studio to examine the ways in which water holds the key to the future in the arid West. Panel members debated how development, growth, current economies and populations, wildlife, recreation and life itself are dependent on this essential liquid.

DRAINING THE WEST? A PRESENTATION OF FOCUSWEST was the second production by a three-state public television consortium. The program explores the challenges facing water management in the western United States. Panel and audience members represent different perspectives, philosophies and interests; they interact, question, answer, and comment as the discussion moves from issue to issue. The special also includes video segments from the three FocusWest partners - Idaho Public Television, KNPB Channel 5/Reno, and Wyoming Public Television.

DRAINING THE WEST premiered May 16 (Thursday) in Idaho, Wyoming and Reno, Nevada, and aired at 8:00/7:00 p.m. MT/PT on Idaho Public Television. It repeated May 19 (Sunday) at 5:00/4:00 p.m. MT/PT.

Discussion first focused on how water rights are appropriated in the West, called prior appropriation, and why it is important, how it works and could it or should it be changed. This lead into examination of tribal water rights and looking ahead to long term competition for water from population growth, development, industry, the tribes, agriculture, recreation, wildlife, and more.

“If you throw everything in the ash can and say we’re going to redo this whole thing, you throw away all the infrastructure that’s in place that guarantees the water that we all depend on,” said panelist John W. Keys, III, Commissioner, Bureau of Reclamation, in defense of retaining the current water legal structure.

“We have to be willing to look at how our doctrines serve the past and how they can serve the present,” said panelist David Getches, professor and lawyer for a landmark Native American fishing case. “We have to learn to work with what we have.” But, he pointed out, “if it doesn’t show its flexibility, its ability to change, it will be changed.”

Audience member Delbert Farmer, Shoshone-Bannock tribes, said the real issue here is the clouds that bring the water to the lands, not just the rivers and mountain snow fields.

“What’s this deal about prior appropriation and first in time when it’s the clouds that come every year to bring the water,” Farmer says. “As far as Shoshone-Bannock are concerned, we lay claim to the clouds.”

INSTITUTION / AGENCY AGENDA

IDAHO PUBLIC TELEVISION continued

PAGE 6

The program goes beyond the television show to the FocusWest Web site (www.focuswest.org) where a live on-line chat with water law experts took place the evening of the initial telecast. The site also has additional features, a connection to an ongoing forum, and other links and resources connected to the show's topic. The site also features the biographies of panel and audience members, and the complete archive of questions, comments and discussions from the entire two hour taping session, which was edited into the one-hour television special.

Panel members for DRAINING THE WEST? were:

- John W. Keys, III, commissioner, Bureau of Reclamation. Before becoming head of the Federal bureau, Keys was Pacific Northwest regional director, 1986-1998, for the agency. He managed 24 irrigation projects, 61 major dams, 11 hydroelectric plants and other facilities in Idaho, Washington, Oregon, and portions of Montana and Wyoming. He developed coalitions to improve management of the Columbia River and meet Endangered Species Act water requirements.
- Gordon "Jeff" Fassett, water consultant working throughout the West. Until 2001, he was Wyoming's state engineer, the state's top water official. He was a participant in Wyoming's struggle over water rights with the Wind River Reservation tribes, and also negotiated for many years to settle a Platte River dispute with Nebraska.
- David H. Getches, the Raphael J. Moses Professor of Natural Resources Law at the University of Colorado School of Law. He has published books and written articles and book chapters on water law. Getches was executive director of the Colorado Department of Natural Resources, 1983-1987, and is the founding executive director of Native American Rights Fund (NARF), a non-profit Indian-interest law firm. Among the cases he litigated was the Northwest Indian fishing rights case, known as the "Boldt decision."
- Kay Brothers, deputy general manager of Engineering and Operation for Southern Nevada Valley Water Authority. The former director of the Resources Department of SNWA, Brothers previously oversaw the management of current water supplies and sought additional ones. Earlier, she helped develop an artificial recharge program to store treated Colorado River water in ground water aquifers while a hydrologist with the Las Vegas Valley Water District.

Their meeting took place before a studio audience of invited guests, who also represent diverse views on water management. The program is recorded in the IdahoPTV studios in Boise. Jim Peck and Joan Cartan-Hansen of IdahoPTV were hosts for the on-air program.

INSTITUTION / AGENCY AGENDA

IDAHO PUBLIC TELEVISION continued

PAGE 7

Video segment topics for the program were:

- From Wyoming, a look at the greater demand for recreational use of streams and need for in-stream flows, and the continued agricultural requirements for diversion of water.
- From Idaho, an examination of Native American tribal water rights.
- From Reno, a consideration of how important and expensive water can be to urban development plans.

Studio audience members include: Speaker of the Idaho House Bruce Newcomb; members of the Coeur d'Alene, Nez Perce, and Shoshone-Bannock tribes; water lawyers and other water issue specialists; irrigation and agricultural representatives; environmentalists; and resource agency officials.

In July, the third show of the series, LOS AMERICANOS, looks at the Hispanic community in the western states, its growth, concerns, and issues.

The three-station project is made possible with funding from the Ford Foundation.

IDAHO DEBATES ON IDAHOPTV

The 2002 primary IDAHO DEBATES began on Idaho Public Television Thursday, May 16, with three contenders for the Republican nomination for governor.

Incumbent Gov. Dirk Kempthorne met three primary opponents: Walter Dayes, Milton Erhart, and Raynelle George in the one-hour debate at 9:00 p.m. MT/PT. The three are vying for top votes in the May 26 primary election to be the party's candidate for the office in November.

The IDAHO DEBATES 2002 are presented by the League of Women Voters, The Idaho Press Club, and IdahoPTV. The organizations have brought the election year debates to statewide television for more than 20 years.

Journalist panel members present the questions for debate. The event is also Web streamed live on idahopty.org and archived on the site.

INSTITUTION / AGENCY AGENDA

IDAHO PUBLIC TELEVISION continued

PAGE 8

Seven other debates on IdahoPTV were:

- “Supreme Court,” Monday, May 20 at 8:00 p.m. MT/PT.
- “U.S. Senate: Democrat,” Monday, May 20 at 8:30 p.m. MT/PT.
- “Attorney General: Republican,” Tuesday, May 21 at 7:00 p.m. MT/PT.
- “Lieutenant Governor: Republican,” Tuesday, May 21 at 8:00 p.m. MT/PT.
- “Lieutenant Governor: Democrat,” Wednesday, May 22 at 7:00 p.m. MT/PT.
- “Secretary of State: Republican,” Thursday, May 23 at 8:00/7:00 p.m. MT/PT.
- “Controller, Republican,” Thursday, May 23 at 8:30/7:30 p.m. MT/PT.

SHOWS HONOR MEMORIAL DAY

PAYING A DEBT OF HONOR aired Sunday, May 19 at 10:30/9:30 p.m. MT/PT. Lewiston resident and World War II veteran, Lieutenant Vernon Baker travels to the White House to receive his Medal of Honor. This half-hour documentary was produced by IdahoPTV.

ALLIES AT WAR aired Wednesday, May 22 at 9:00 p.m. MT/PT. During World War II neither Roosevelt nor Churchill trusted Charles de Gaulle, allies in the fight against Hitler. This program shows a glimpse of the personal drama of rancor and deceit set against the backdrop of events during World War II.

IWO JIMA: MEMORIES IN SAND aired Sunday, May 26 at 5:30/4:30 p.m. MT/PT. World War II Veterans return to the island for the 50th commemoration ceremonies of the struggle for control of the black volcanic sand. They are joined by Japanese veterans on a similar voyage of peacemaking and remembrance.

MEN OF HONOR aired Sunday, May 26 at 7:30/6:30 p.m. MT/PT. Idahoans Major Ed Freeman, of the U.S. Army; Colonel Bernard Fisher, Air Force; and Captain Arthur Jackson, Marine Corps, are all recipients of the prestigious award for their heroic performances during war time. We Were Soldiers, released in March 2002, stars Mark McCracken as Ed Freeman. This program was produced by KBCI-TV, Boise.

NATIONAL MEMORIAL DAY CONCERT aired Sunday, May 26 at 8:00/7:00 p.m. MT/PT. Actor Ossie Davis is host for this annual concert salute to veterans on the West Lawn of the U.S. Capitol.

INSTITUTION / AGENCY AGENDA
IDAHO PUBLIC TELEVISION continued
PAGE 9

REINVENTING IDAHOPTV'S SUMMER CONNECTIONS

In previous years, we have sent out an issue of our Summer Connections, linking television programs to books and activities, to every Idaho student in grades K-3. Because of the loss of staff and outreach activities due to state budget cuts, we are unable to undertake that project this year.

What we have chosen to do instead is distribute a master copy of Summer Connections to schools for duplication and distribution. IdahoPTV is also notifying all of Idaho's libraries to let them know that this master copy is available on our website, suitable for local reproduction on regular 8 1/2"x11" paper, in the hopes that they will be available to children and families that visit local libraries.

The monthly Summer Connections newsletter is available at:
<http://idahoptv.org/kids/p&c/conn/connections.html> and then click on the link for Special Summer issue.

READING RAINBOW YOUNG WRITERS CONTEST WINNERS ANNOUNCED FOR IDAHO

Eight Idaho students have won recognition in the READING RAINBOW Young Writers and Illustrators Contest. The contest is for students in kindergarten through third grade. Idaho's entries were judged as a whole state by GPN, a service agency of Nebraska Public Television's ETV network. First place winners - Luke Filicetti, Derelie Chandler, Rebekah Elisabeth Fisch, and Emily Cohen - will compete at the national level for prizes such as computers, printers, VCRs, and READING RAINBOW library sets. The national contest culminates in June with announcement of the winners.

Contestants wrote stories, each illustrated with at least five pictures, and submitted the entries to the Idaho Public Television station in their region. IdahoPTV then submitted the entries to GPN to be judged.

This spring, 611 Idaho K-3 students entered the contest.

The winning entries are posted on IdahoPTV's Web site (idahoptv.org). The page also links to READING RAINBOW's site, which contains images of the contest's national winners.

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Honors go to first and second place winners in grades K-3. The winners are:

Kindergarten:

First place: "Fish Friends And A Birthday Party" by Luke Filicetti, Boise

Second place: "Silly Soup" by Libby Lauritsen, Rexburg

First Grade:

First place: "Puppy is Happy, Puppy is Sad" by Derelie Chandler, Downey

Second place: "The Fishing Trip" by Kenneth Albert Dodge, Jr., Rathdrum

Second Grade:

First place: "Two Bees Come Calling" by Rebekah Elisabeth Fisch, Moscow

Second place: "The Wolves Who Almost Ate the Bear" by Anna Christine Moore, Declo

Third Grade:

First place: "Henry the Curious Mouse" by Emily Cohen, Salmon

Second place: "The Mystery of the Pink Ink" by Celicia Howard, Idaho Falls

IDAHOPTV GARNERS 11 AWARDS FROM IDAHO PRESS CLUB

Idaho Public Television received first place in five categories and 12 awards total during the annual Idaho Press Club award ceremonies April 27.

IdahoPTV productions taking first place are:

- WESTERN DIVIDE, A PRESENTATION OF FOCUS WEST in the Public Affairs Program: Studio category. The project brings together panel members, who all have national status in their fields, with a studio audience to look at western issues from various viewpoints, philosophies and interests. WESTERN DIVIDE, the first of three programs by the FocusWest project, looked at public land management.
- OUTDOOR IDAHO "Owyhee Canyonlands" in the Outdoor/Environment Report category. The program profiles the land forms and emerging issues of the southwestern corner of Idaho.
- OUTDOOR IDAHO "River of No Return: Idaho's Scenic Salmon in the Public Affairs: Field category. The one-hour special profiles the many moods of the Salmon River and the people who live, work, and visit there.

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- OUTDOOR IDAHO “Oldtime Fiddlers” in the Documentary category and the winner of the special Arts in Idaho: Television award sponsored by the Idaho Commission of the Arts. The program goes to the 2001 National Oldtime Fiddlers Contest and follows the 2000 Grand National Champion as she defends her title and guides two of her students into the top ranks.

Other awards from the Idaho Press Club include:

- Second place honors for DIALOGUE FOR KIDS in Public Affairs Program; Studio OUTDOOR IDAHO “Down on the Farm” in Public Affairs: Field; Joan Cartan Hansen for a segment of OUTDOOR IDAHO: A Job with a View” in Television Writing; and www.idahoptv.org for general excellence in Web Design.
- Third place nods to IN OUR OWN VOICE in documentary, and Jeff Tucker for IDAHO EDENS in Videography.
- Honorable mention to Alan Austin, Bruce Reichert, Pat Metzler for OUTDOOR IDAHO “River of No Return” dugout canoe segment in Light Feature Reporting.

NEW FISH AND GAME DIRECTOR STEVE HUFFAKER APPEARED ON IDAHOPTV’S DIALOGUE MAY 2

-Aired Thursday, May 2 at 8:30/7:30 p.m. MT/PT
-Repeated Sunday, May 5 at 5:30/4:30 p.m. MT/PT
-Video stream archive, www.idahoptv.org

The new director of Idaho Department of Fish and Game took calls from viewers statewide Thursday, May 2 on Idaho Public Television’s DIALOGUE.

Steve Huffaker, an 18-year veteran of the department, joined host Marcia Franklin to discuss the challenges of his new post. Recently appointed by the Fish and Game Commission, he takes over the reins of a department often mired in controversy and budget woes.

Huffaker, 56, received his B.S. in Fisheries and Wildlife Biology from Iowa State University in 1968. He first started working for the Idaho department in 1984 as anadromous fish hatchery superintendent and rose to be chief of the Bureau of Fisheries. He was also chief of the department’s Bureau of Wildlife.

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MINISERIES ON BIODIVERSITY FEATURES IDAHO, IDAHOANS

Idaho and Idahoans star in **TREASURING OUR NATURAL HERITAGE**, a three-part miniseries about biodiversity on Idaho Public Television.

IdahoPTV and the Natural Heritage Center at Idaho State University in Pocatello presented the project, which received major funding from the National Science Foundation and aired in conjunction with Earth Day. The show also is offered nationally for Earth Day programming through NETA, a public television distribution organization specializing in educational programs.

TREASURING OUR NATURAL HERITAGE aired on IdahoPTV three consecutive nights, April 22-24 at 8:00 p.m. MT/PT.

Merlin Olsen, athlete, sportscaster, actor and Utah resident, narrates the miniseries, which explores what biodiversity means to the natural world and to the daily lives of people everywhere. Much of the video was shot in Idaho with more than two dozen Idahoans sharing their knowledge and experiences as well as experts in eight other western states.

“People have a great many questions about biological diversity,” says series producer Paul Bockhorst. “They assume that with literally millions of species populating the Earth, we can afford to lose some of them. At the same time, they wonder how much biological diversity is necessary to safeguard the health of our planet.”

Ecological concepts are explained using the words of economics. Biological diversity is compared to an insurance policy for the natural world.

In some of the Idaho segments:

- Roger Rosentreter, U.S. Bureau of Land Management biologist, describes the occupational skills of the major types of plants found in the Sagebrush Steppe while walking in the Boise Foothills.
- Pat Green, a U.S. forest Service ecologist with the Nez Perce National Forest near Grangeville, collects plant samples, including clippings from the Pacific yew. Nancy Randall is a cancer survivor living near Clarkston, Washington, treated with taxol, a complex molecule found in the unique yew tree.
- Rancher Leonard “Bud” Purdy explains the conservation easement granted by the Picabo Livestock Company in the Silver Creek Valley to the Nature Conservancy. He talks of how the easement keeps the ranch intact and helps wildlife habitat.
- Nancy Huntly, a community ecologist at Idaho State University, describes how pikas, small mammals, function as hay farmers in the Sawtooth Mountains.

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- Potato geneticist Joseph Pavek of Aberdeen collects samples of wild potatoes in Chaco Canyon, New Mexico, and demonstrates potato breeding at the University of Idaho's Research and Extension Center in Aberdeen.

These are some of the more than 25 Idahoans featured in the miniseries. They all help demonstrate the intricate patterns of interconnection and interdependence that characterize the natural world locally and globally.

CPB/PBS PRODUCERS ACADEMY HONORS IDAHOPTV PRODUCER

The Corporation for Public Broadcasting (CPB) and the Public Broadcasting Service (PBS) announced that twenty (20) individuals, including IdahoPTV Producer Joan Cartan-Hansen, were chosen to receive a stipend to attend the PBS Annual Meeting in San Francisco, California, June 24-26, 2002.

Over 100 applications were received for the stipend. Candidates were evaluated by representatives of CPB and PBS. The recipients were chosen based on their work experience, particularly as it applied to public television, their stated professional goals, the recommendations received, and how the recipients' attendance at the Annual Meeting would benefit public television.

DIALOGUE FOR KIDS PROSPECTS FOR ROCKS, MINERALS

DIALOGUE FOR KIDS in April looked at some of the 84 gems and minerals that lie underfoot in Idaho, including the Idaho star garnet, the state gem.

The program aired April 9 (Tuesday) at 2:00/1:00 p.m. MT/PT. The show looked at why Idaho is the Gem State, the area's geologic history, and some of the outstanding geological formations. Video clips showed a star garnet and the gemstone finishing process from raw garnet to polished stone.

Host Joan Cartan-Hansen was joined by geologists Virginia Gillerman, Idaho Geological Service, and Mike McCurry and Scott Hughes, both of Idaho State University.

Cartan-Hansen and her guests took calls from students statewide on a toll-free line: 1-800-973 9800 during the live telecast. The program also was audio- and video-streamed live on the Web and will remain available in the DIALOGUE FOR KIDS archive on the IdahoPTV Web site (www.idahoptv.org).

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The companion Web site for the program (idahoptv.org/dialogue4kids) includes information on the guests, and additional resources and information about the topic.

DIALOGUE FOR KIDS EXPLORES THE WONDERS OF WEATHER

DIALOGUE FOR KIDS explored the wonders of weather in May. Host Joan Cartan-Hansen was joined by Carl Weinbrecht and Ellie Kelch of the National Weather Service, and Scott Dorval, meteorologist for KBCI-TV in Boise. The live show aired Tuesday, May 14 at 2:00/1:00 p.m. MT/PT on Idaho Public Television.

WORLDFEST HONORS IDAHOPTV

Recently, Worldfest Competition at the Houston International Film Festival announced that IdahoPTV was the recipient of several awards for local productions.

Idaho Edens - Bronze - Travel and Tourism
Outdoor Idaho: Owyhee Canyonlands - Bronze - Leisure and Recreation
Western Divide - Gold - Local Television Programming
Outdoor Idaho: Down on the Farm – Platinum - Agriculture

and a real biggie....

In Our Own Voice - Special Jury Prize

IDAHOPTV EARNs SIX AWARDS AT COMPETITION OF SOCIETY OF PROFESSIONAL JOURNALISTS, INLAND CHAPTER

Idaho Public Television received first place in four categories, plus one second and one third place during the annual Society of Professional Journalists, Inland Chapter awards last week. The six total awards for IdahoPTV programs were twice the number any other television station received.

IdahoPTV productions taking first place are:

- IN OUR OWN VOICE in Documentary category.
- WESTERN DIVIDE, A PRESENTATION OF FOCUS WEST in the Public Affairs category.

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- OUTDOOR IDAHO “Oldtime Fiddlers” in the Features category.
- IDAHO EDENS in the Feature Photography category.

Other awards from the Society of Professional Journalists, Inland Chapter, include:

- Second place honors for OUTDOOR IDAHO “Down on the Farm” in Public Affairs.
- Third place nod to OUTDOOR IDAHO “Job with a View.”

BOISE FAMILY MAGAZINE READERS VOTE IDAHOPTV SHOWS BEST

Two children’s series on Idaho Public Television tied for first place in the annual Family Choice Awards 2002 selected by Boise Family Magazine readers.

SESAME STREET and ARTHUR tied for first place in the Kids’ Television Show category with DRAGON TALES a runner-up.

Additionally the magazine’s readers chose the PBS Web site for children (www.pbskids.org) as their choice for Best Internet Site for Kids. Boise Family Magazine is published monthly in Boise for Treasure Valley parents.

SESAME STREET and ARTHUR air during the block of children’s Ready to Learn programs, Monday through Friday, 7:00/6:00 a.m. to 5:30/4:30 p.m. MT/PT. SESAME STREET airs at 11:00/10:00 a.m. MT/PT each weekday and ARTHUR airs three times each weekday at: 7:00/6:00 a.m. MT/PT, 10:00/9:00 a.m. MT/PT, and 3:30/2:30 p.m. MT/PT.

IdahoPTV airs 62 hours of children’s programming every week, including Saturday and Sunday mornings.

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SUBJECT

First Reading – Delegating Approval of Head Coach or Athletic Director
Contracts – One Year or Less Term

BACKGROUND

Current Board policy requires Board approval of the “employment agreement of any head coach or athletic director and all amendments thereto.” Head coaches and athletic directors are the only two positions eligible to receive contracts beyond one year. The Board policy delegates to the presidents the employment contracts of all other employees, which are limited to one year. The institutions request the Board to change the policy, delegating to the presidents the authority to enter into employment agreements with head coaches and athletic directors for a term of one year or less. The Board would retain the approval authority for all multi-year contracts.

DISCUSSION

The proposed policy change would consistently delegate to the presidents all employment contracts for a term of one year or less.

IMPACT

The proposed policy change would reduce the number of items brought to the Board on the Human Resources agenda for approval. The institutions report annually the total compensation of all athletic department employees as an information item to the Board so the Board would be aware of the compensation levels established by the presidents.

STAFF COMMENTS

If the Board wants to review only multi-year contracts for coaches and athletic directors and not contracts for one year or less, the staff recommends that the Board approve the policy.

BOARD ACTION

A motion to approve for first the policy changes as identified in Tab 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Revised November 2001

Published February 2000

B. Appointment Authority and Procedures

1. Nothing herein may be construed to be in limitation of the powers of the Board as defined by Sections 33-3006, 33-3104, 33-2806, and 33-4005, Idaho Code, or as otherwise defined in the Idaho Constitution or Code.
2. Delegation of Authority

The Board delegates all authority for personnel management not specifically retained to the executive director and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with these policies and procedures. Provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.

3. Specifically Reserved Board Authority

(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:

- a. Position Authorizations

(1) Any permanent new position, regardless of funding source, requires Board approval.

Agenda Item Format: Requests for new position authorizations must include the following information:

- (a) position title;
- (b) type of position;
- (c) FTE
- (d) Term of appointment;
- (e) Effective date;
- (f) approximate salary range;
- (g) funding source;
- (h) area or department of assignment;

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GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures

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- (i) a description of the duties and responsibilities of the position; and
 - (j) a complete justification for the position
- (2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.
- b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.
- d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.
- e. The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

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GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors

Revised July 1, 2001

Published February 2000

H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)

1. Agreements Longer Than One Year

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

2. Agreements For One Year Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of one (1) year or less without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

3. Academic Incentives

Each contract for a head coach shall include incentives, separate from any other incentives, based upon the academic performance of the student athletes whom the coach supervises. The chief executive officer of the institution shall determine such incentives. Each institution shall report to the Board annually ~~its recommendation for the renewal of a contract for the services of a head coach and shall include a report to the Board of the concerning each~~ coach's performance relative to the academic incentives of the coach's ~~prior~~ contract.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors

4. Part-time Coaches Excepted

The chief executive officer of an institution is authorized to hire part-time head coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

4. Assistant Coaches

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.