

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002**

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BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

INSTITUTION / AGENCY AGENDA BOISE STATE UNIVERSITY

SUBJECT

A request by Boise State University for new positions and changes in existing positions.

BACKGROUND

Items submitted for review and approval according to Board Policy.

DISCUSSION

Boise State University is requesting a total of nine new positions. The positions will be funded by local funds (five positions), grant funds (three positions) and appropriated funds (one position).

BSU is also requesting a change in title, duties, and FTP for four positions. The changes result from restructuring within the Biology Department and Budget Office and a .25 FTP increase for the academic advisor position in the Nursing Department based on the increase in the number of nursing students.

IMPACT

Once approved, the position changes can be processed and established on the State's Employee Information System.

STAFF COMMENTS

The requests have been reviewed and are consistent with Board policy.

BOARD ACTION

A motion to approve the request by Boise State University for new positions and changes to existing positions as detailed in their Human Resources agenda.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

INSTITUTION / AGENCY AGENDA BOISE STATE UNIVERSITY

NEW POSITION OTHER

Position Title:	Customer Service Representative I
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	November 1, 2002
Salary Range:	\$19,074
Funding Source:	Local Funds
Area/Department of Assignment:	Student Health Center
Description of Duties and Responsibilities:	Medical record management: copying of records in compliance with HIPAA/FERPA regulations, maintaining record request audit trails, filing of dictations, lab results and correspondence, chart prep prior to appointments and chart tracking.
Justification for the Position:	To provide support and back-up coverage for the patient registration/out processing station and the student health insurance office.

Position Title:	Office Services Supervisor I
Type of Position:	Classified Staff
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	November 1, 2002
Salary Range:	\$23,982
Funding Source:	Local Funds
Area/Department of Assignment:	Center for Workforce Training, Selland College of Applied Technology
Description of Duties and Responsibilities:	Supervisor of five Technical Records Specialists and two Office Specialist 2. Provide support functions such as cash reconciliation and clerical support.
Justification for the Position:	The Director's position was changed from full time to half time. In the absence of a full-time Director, supervision of day-to-day operations must be maintained.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

Position Title:	Office Specialist II
Type of Position:	Classified Staff
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	November 1, 2002
Salary Range:	\$19,074
Funding Source:	Local Funds
Area/Department of Assignment:	Development/Foundation
Description of Duties and Responsibilities:	Provide clerical/secretarial support for two development directors.
Justification for the Position:	Boise State Foundation Board recognizes the critical need for fund raisers and approved establishment of two development directors and one classified position.

Position Title:	Educational Specialists (2 positions)
Type of Position:	Professional Staff
FTE:	1.0
Term of Appointment:	10.5 month
Effective Date:	November 1, 2002
Salary Range:	\$27,825
Funding Source:	Grant Funds
Area/Department of Assignment:	Educational Talent Search
Description of Duties and Responsibilities:	Work with students in Boise, Kuna, Idaho City, and Horseshoe Bend who are low income and first generation to college 6 th – 12 th graders.
Justification for the Position:	The Boise State Educational Talent Search Program received a substantial increase in our grant from the federal government to enlarge its program.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY continued

Position Title:	Assistant Director
Type of Position:	Professional Staff
FTE:	1.0
Term of Appointment:	11.5 month
Effective Date:	November 1, 2002
Salary Range:	\$38,500
Funding Source:	Grant Funds
Area/Department of Assignment:	Educational Talent Search
Description of Duties and Responsibilities:	Provide supervision and administrative support for enlargement of the Educational Talent Search Program.
Justification for the Position:	The Boise State Educational Talent Search Program received a substantial increase in our grant from the federal government to enlarge its program.

Position Title:	Coordinator for Curriculum and Degree Audit
Type of Position:	Professional Staff
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	November 1, 2002
Salary Range:	\$31,824
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Registrar's Office
Description of Duties and Responsibilities:	Serves as the office's representative to the Undergraduate & Core Curriculum Committees, publish the Undergraduate Catalog, maintain the PeopleSoft Catalog, and be responsible for the PeopleSoft Degree Audit Module.
Justification for the Position:	Works with the chairs of the Core & Undergraduate Curriculum Committee, all department chairs, college deans, as well as the Provost's Office to insure compliance with curricular protocol. In addition, this position maintains the accuracy and integrity of the Student Information System with regards to the catalog and degree audit modules. Funding for this position will be reallocation within the Registrar's Office.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY continued

Position Title:	Director of Development (2 positions)
Type of Position:	Professional Staff
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	November 1, 2002
Salary Range:	\$45,000
Funding Source:	Local Funds
Area/Department of Assignment:	Development/Foundation
Description of Duties and Responsibilities:	Raise private funding for Boise State through private, corporate, and foundation donations by identification, cultivation, and solicitation and stewardship of donors.
Justification for the Position:	Boise State Foundation Board recognizes the critical need for fund raisers and approved establishment of two development directors and one classified position.

CHANGES IN POSITIONS (FTE CHANGES)
OTHER

Position Title:	Laboratory Materials Supervisor
Type of Position:	Classified Staff
FTE:	.25
Term of Appointment:	from 9 to 12 month
Effective Date:	November 1, 2002
Salary Difference:	\$6,146
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Biology Department
Description of Duties and Responsibilities:	Laboratory materials supervision for the large number of teaching laboratory and experiments in the Biology Department.
Justification for the Position:	A position within the Biology Department was reduce to half-time and to accommodate the extra work, this position will be expanded from 33 to 35 hours/week from 9 to 12 months/year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002**

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

Position Title: From Manager Cash Management to Accountant (downgrade of position)
Type of Position: Professional Staff
FTE: .25
Term of Appointment: 12 month
Effective Date: October 1, 2002
Salary Difference: -\$12,069
Funding Source: Appropriated Funds
Area/Department of Assignment: Budget Office
Description of Duties and Responsibilities: Responsibilities of accounting and budgeting functions for auxiliaries.
Justification for the Position: With a retirement, the position is being restructured and downgraded to an accountant.

Position Title: From Senior, Financial Analyst to Accountant (downgrade of position)
Type of Position: Professional Staff
FTE: .50
Term of Appointment: 12 month
Effective Date: October 1, 2002
Salary Difference: \$0
Funding Source: Appropriated Funds
Area/Department of Assignment: Budget Office
Description of Duties and Responsibilities: Combines the current inventory control function, with capital project accounting and reporting and will also take control of the new asset management system which was implemented to account for and depreciate all capital assets.
Justification for the Position: Handles various duties that have been distributed across several other departments and duties that are new due to the implementation of depreciation. Due to the fractured way that work had been distributed, reporting and communication were not efficient. The new asset management module allows this work to be centralized and will provide much better project accounting abilities. Turnover has created the opportune time to reorganize and take advantage of some synergy.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY continued

Position Title:	Academic Advisor
Type of Position:	Professional Staff
FTE:	.25
Term of Appointment:	9 month
Effective Date:	October 1, 2002
Salary Range:	\$8,455
Funding Source:	Appropriated Funds 66%; Local Funds 34%
Area/Department of Assignment:	Department of Nursing
Description of Duties and Responsibilities:	Advisor for pre-nursing students.
Justification for the Position:	The implementation of a front-door approach to nursing education at Boise State has allowed additional students to be in the Nursing program. Additional advising is needed to help with increase of nursing and pre-nursing students.

BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

**INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY**

SUBJECT

A request by Idaho State University for new positions and change in positions.

BACKGROUND

Items submitted for review and approval according to Board Policy.

DISCUSSION

Idaho State University is requesting a total of five new positions (4.5 FTE). The positions will be funded by local funds (one position) and state funds (four positions).

ISU is also requesting an increase of .75 for two existing support positions to support the University Library and College of Education/Regional Special Education/Teacher Education functions.

IMPACT

Once approved, the position changes can be processed and established on the State's Employee Information System.

STAFF COMMENTS

The requests have been reviewed and are consistent with Board policy.

BOARD ACTION

A motion to approve the request by Idaho State University for new positions and changes to positions as detailed in their Human Resources agenda.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

INSTITUTION/AGENCY AGENDA IDAHO STATE UNIVERSITY

NEW POSITIONS OTHER

Position Title:	Assistant Dean for Graduate Programs
Type of Position:	Non-Classified
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	October 7, 2002
Salary Range:	\$40,000.00
Funding Source:	Local Funds (62.5%) and State Funds (37.5%)
Area/Department of Assignment:	College of Business/Management
Duties and Responsibilities:	Responsible for College of Business graduate programs, student recruitment and placement, and community research/outreach.
Justification for the Position:	This position will provide a full-time administrator for the graduate programs due to increased enrollment.

Position Title:	Visualization & Imaging Developer
Type of Position:	Non-Classified
FTE:	1.0
Term of Appointment:	9 month
Effective Date:	October 7, 2002
Salary Range:	\$50,000.00
Funding Source:	State Funds
Area/Department of Assignment:	Instructional Technology Resource Center/Arts & Sciences
Duties and Responsibilities:	Development of new technology and identification/adaptation of current technology for three-dimensional visualization of objects and phenomena related to scientific, technical and medical research; with a special mission in support of the research and instruction done by faculty and especially toward the training of students in this new technology, not available at most other major universities; teach one class per term in either Biology, Anthropology or Geology.
Justification for the Position:	This position will provide support in the development of new technology related to scientific, technical and medical research.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY continued

Position Title: Clinical/Technical Instructional Designer
Type of Position: Non-Classified
FTE: 1.0
Term of Appointment: 12 month
Effective Date: October 7, 2002
Salary Range: \$40,019.20
Funding Source: State Funds
Area/Department of Assignment: Biological Sciences
Duties and Responsibilities: Develop technological aspects of courses for clinical lab studies. Coordinate delivery of electronic media to outlying sites and between Boise and Pocatello. May teach portions of curriculum related to instructional design and electronic delivery.
Justification for the Position: This position will provide support required for this program to be available in all Idaho locations and to the number of anticipated students.

Position Title: Medical Director
Type of Position: Non-Classified
FTE: .50
Term of Appointment: 11 month
Effective Date: October 7, 2002
Salary Range: \$12,000.00
Funding Source: State Funds
Area/Department of Assignment: College of Technology/Health Occupations/ Paramedic Program
Duties and Responsibilities: Responsible for oversight of all curriculum, including clinical and internship experiences to assure that curriculum is meeting the medical standards required.
Justification for the Position: To provide required support for a certified/accredited paramedic program in order to assure said medical standards.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY continued

Position Title:	Reference/Cataloging Librarian
Type of Position:	Non-Classified
FTE:	1.0
Term of Appointment:	12 month
Effective Date:	October 27, 2002
Salary Range:	\$32,001.00
Funding Source:	State Funds
Area/Department of Assignment:	Library
Duties and Responsibilities:	Perform research assistance, reference desk duty, cataloging, act as bibliographer, assist in collection development, provide instruction in library resources and services.
Justification for the Position:	To provide support in both the reference desk and cataloging areas within the Library.

CHANGE IN POSITION - OTHER

Position Title:	Library Assistant I (PCN 8212)
Type of Position:	Classified
FTE:	change from .75 FTE to 1.0 FTE
Term of Appointment:	12 month
Effective Date:	October 28, 2002
Salary Range:	\$22,464.00
Funding Source:	State Funds
Area/Department of Assignment:	University Library
Duties and Responsibilities:	Perform routine paraprofessional library work, service to patrons, collection and records maintenance.
Justification for the Position:	To provide full-time support for circulation.

Position Title:	Office Specialist I (PCN 7002)
Type of Position:	Classified
FTE:	change from .50 FTE to 1.0 FTE
Term of Appointment:	change from 10 month to 11 month
Effective Date:	September 3, 2002
Salary Range:	\$13,041.60
Funding Source:	State Funds (50%) and Grant Funds (50%)
Area/Department of Assignment:	College of Education/Regional Special Education/ Teacher Education
Duties and Responsibilities:	Provide clerical support for Regional Special Education and Teacher Education.
Justification for the Position:	To provide additional support for the Teacher Education Program in Twin Falls, Idaho.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

INSTITUTION / AGENCY AGENDA UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for new positions, deletion of positions, and amendment to the Men's Head Basketball Coach's Employment Agreement.

BACKGROUND

Items submitted for review and approval according to Board Policy.

DISCUSSION

University of Idaho is requesting four new positions (3.5 FTE) funded from appropriated funds and the elimination of 15 FTP. The deleted positions include 12 in the Student Health Services area and one each in the Research Office, College of Agriculture and Life Sciences, and Cooperative Extension. Student Health Services was restructured with most of the services contracted out.

In addition, UI is seeking approval to amend the Employment Agreement with the Men's Head Basketball Coach for a fixed term appointment terminating on April 8, 2005. The details of the amendment are outlined in EXHIBIT 1 and the original employment agreement is presented as EXHIBIT 2. The amendment extends the multi-year contract by one year.

IMPACT

Once approved, the position changes can be processed and established on the State's Employee Information System.

STAFF COMMENTS

The requests have been reviewed and are consistent with Board policy.

BOARD ACTION

A motion to approve the request by the University of Idaho for new positions, deletion of positions, and amendment to Employment Agreement with the Men's Head Basketball Coach as detailed in their Human Resources agenda.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

INSTITUTION/AGENCY AGENDA
UNIVERSITY OF IDAHO

NEW POSITIONS
ACADEMIC

Position Title:	Assistant Professor
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	July 1, 2002
Salary Range:	\$55,000.00
Funding Source:	Appropriated funds
Area/Department of Assignment:	Biological and Agricultural Engineering
Description of Duties and Responsibilities:	Responsible for teaching and research
Justification for the Position:	New position

OTHER

Position Title:	Administrative Assistant II
Type of Position:	Classified
FTE:	.50
Term of Appointment:	9 months
Effective Date:	November 1, 2002
Salary Range:	\$11,991.20
Funding Source:	Appropriated funds
Area/Department of Assignment:	Landscape Architecture
Description of Duties and Responsibilities:	Responsible for staff support related to reorganization within the College of Letters, Arts and Social Sciences
Justification for the Position:	New position

Position Title:	Administrative Assistant II
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	June 23, 2002
Salary Range:	\$23,982.40
Funding Source:	Appropriated funds
Area/Department of Assignment:	Human Resource Services (HRS)
Description of Duties and Responsibilities:	Responsible for staff support related to reorganization within HRS
Justification for the Position:	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**INSTITUTION/AGENCY AGENDA
UNIVERSITY OF IDAHO continued**

Position Title:	Associate Director
Type of Position:	Non-faculty Exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	September 1, 2002
Salary Range:	\$40,000.00 – 45,000.00
Funding Source:	Appropriated funds
Area/Department of Assignment:	New Student Services
Description of Duties and Responsibilities:	Responsible for support and promotion of university's priority recruitment goals
Justification for the Position:	New position

DELETED POSITIONS

OTHER

Position Title:	Administrative Assistant I
Type of Position:	Classified
Effective Date:	July 17, 2002
Salary:	\$21,444.80
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Research Office

Position Title:	Administrative Assistant I
Type of Position:	Classified
Effective Date:	June 23, 2002
Salary:	25,230.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Animal Lab Assistant
Type of Position:	Classified
Effective Date:	July 31, 2002
Salary:	\$20,009.60
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	College of Agriculture and Life Sciences

Position Title:	Director, Cooperative Extension
Type of Position:	Non-faculty Exempt
Effective Date:	June 23, 2002
Salary:	\$49,566.40
Funding Source:	Appropriated funds
Area/Department of Assignment:	Cooperative Extension

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

INSTITUTION/AGENCY AGENDA
UNIVERSITY OF IDAHO continued

Position Title:	Customer Service Representative I
Type of Position:	Classified
Effective Date:	June 23, 2002
Salary:	\$21,120.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Medical Assistant
Type of Position:	Classified
Effective Date:	June 23, 2002
Salary:	\$21,600.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Medical Assistant
Type of Position:	Classified
Effective Date:	June 23, 2002
Salary:	\$23,126.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Medical Assistant
Type of Position:	Classified
Effective Date:	June 23, 2002
Salary:	\$27,331.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Nurse Practitioner
Type of Position:	Non-faculty Exempt
Effective Date:	June 23, 2002
Salary:	\$28,143.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Nurse Practitioner
Type of Position:	Non-faculty Exempt
Effective Date:	June 23, 2002
Salary:	\$48,630.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

INSTITUTION/AGENCY AGENDA
UNIVERSITY OF IDAHO continued

Position Title:	Nurse Practitioner
Type of Position:	Non-faculty Exempt
Effective Date:	June 23, 2002
Salary:	\$49,555.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Office Specialist II
Type of Position:	Classified
Effective Date:	June 23, 2002
Salary:	\$21,243.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	Registered Nurse
Type of Position:	Classified
Effective Date:	June 23, 2002
Salary:	\$28,565.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	University Physician
Type of Position:	Non-faculty Exempt
Effective Date:	June 23, 2002
Salary:	\$82,027.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

Position Title:	University Physician
Type of Position:	Non-faculty Exempt
Effective Date:	June 23, 2002
Salary:	\$100,188.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Student Health Services

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002**

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

OTHER

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Leonard Perry (EXHIBITS 1 & 2)

Position Title:

Men's Head Basketball Coach

Type of Position:

Non-faculty exempt

FTE:

1.0

Term of Appointment:

12 months

Effective:

Through April 8, 2005

Salary:

\$100,006.17

Funding Source:

Appropriated Funds

Area/Department of Assignment:

Athletic Department

Justification:

One-year extension

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This is the First Amendment (First Amendment) to the Employment Agreement (Agreement) entered into between the Regents of the University of Idaho (University), and Leonard Perry (Coach) and executed by Coach on January 15, 2002, and by President Robert Hoover on behalf of the University on February 4, 2002.

Now, THEREFORE, in consideration of the mutual promises contained herein, University and Coach agree as follows:

A. The following is substituted for Section 2.1 of the Agreement: This Agreement is for a fixed term appointment terminating, without further notice to Coach, on April 8, 2005, unless sooner terminated in accordance with other provisions of the Agreement.

B. All other provisions of the Agreement are unchanged and shall remain in full force and effect.

C. This First Amendment shall not be effective unless and until approved by the Regents of the University of Idaho and executed by the authorized representative of the University as set forth below. If Regents' approval is not granted or this First Amendment is not executed by the authorized representative of the University as set forth below, it shall be void and neither party shall have any further obligations or liabilities hereunder. However, the Agreement, if and as previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date(s) set forth below.

COACH

THE UNIVERSITY

Leonard Perry

Robert A. Hoover,
President

Date

Date

Approved by the Regents of the University of Idaho on the ____ day of _____, 2002.

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EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Leonard Perry (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 basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.5 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on September 24, 2001, and terminating, without further notice to Coach, on April 9, 2004, 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$100,006.17 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits, if any are available, as the University's Department of Athletics (Department) provides generally to its employees of a comparable level, including the opportunity to receive a vehicle for business and/or personal use if such a vehicle is available. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1 Each year the Team receives an invitation to the post-season tournament of the National Collegiate Athletic Association or the post-season National Invitation Tournament, and if Coach continues to be employed as University's head men's intercollegiate basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to One-Thirteenth (1/13) of Coach's Annual Salary as it was during the fiscal year in which the invitation was received. The University shall determine the manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation in an amount up to One Twenty-sixth (1/26) of Coach's Annual Salary based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied by a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents and may be made available to the public.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to One Twenty-sixth (1/26) of Coach's Annual Salary based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.4 The Coach shall receive the sum of Fifty-Thousand Dollars (\$50,000.00) from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid as follows: (1) For fiscal year 2002—Twenty-Five Thousand Dollars (\$25,000.00) on or before September 28, 2001, and Twenty-Five Thousand Dollars (\$25,000.00) on or before January 15th, 2002; (2) For fiscal year 2003—Twenty-Five Thousand Dollars (\$25,000.00) on or before July 15th, 2002, and Twenty-Five Thousand Dollars (\$25,000.00) on or before January 15th, 2003; (3) For fiscal year 2004—Twenty-Five Thousand Dollars (\$25,000.00) on or before July 15th, 2003, and Twenty-Five Thousand Dollars (\$25,000.00) on or before January 15th, 2004. 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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3.2.5 Coach agrees that the University has the exclusive right to operate youth basketball camps for boys on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's boys' basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer boys' basketball camps, the University shall pay Coach an amount equal to the net revenue (gross revenue minus deduction of all expenses reasonably attributable to the camps) of the camps as supplemental compensation during each year of his employment as head intercollegiate men's basketball coach at the University. This amount shall be paid on or before October 1st of each year for the preceding summer.

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

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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ARTICLE 4

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

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

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

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

4.1.4 Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference in which University competes, 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. Coach currently supervises three assistant coaches and may be required to supervise other employees in the future. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the conference in which the University's men's intercollegiate basketball team participates.

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.

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

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority for recommending 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 for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation, as reasonably determined by University, by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

5.2 Termination for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, a sum equal to the salary set forth in section 3.1.1(a), excluding all withholdings and deductions which in University's opinion are required by law. The liquidated damages payable under this paragraph shall be paid in equal installments on the regular paydays of University until the term of this Agreement would have ended but for its termination or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement would have ended but for its termination or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other damages, compensation, or fringe benefits.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before April 9, 2002, the sum of \$30,000.00; (b) if the Agreement is terminated between April 10, 2002, and April 9, 2003, inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between April 10, 2003, and April 9, 2004, inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments have vested pursuant to the terms of this Agreement.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

ARTICLE 6

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

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

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

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

the University: Director of Athletics
 University of Idaho
 P.O. Box 442302
 Moscow, ID 83844-2302
 Phone: (208) 885-2000
 Fax: (208) 885-2862

with a copy to: President
 University of Idaho
 P.O. Box 443151
 Moscow, ID 83844-3151
 Phone: (208) 885-6365
 Fax: (208) 885-6558

the Coach: Leonard Perry
 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

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

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

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

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

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

UNIVERSITY

COACH

Robert A. Hoover, President Date

Leonard Perry Date

Approved by the Board of Regents on the ____ day of _____, 2001.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

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

SUBJECT

A request by Lewis-Clark State College for new positions, deletion of positions, and changes in existing positions.

BACKGROUND

Items submitted for review and approval according to Board Policy.

DISCUSSION

Lewis-Clark State College is requesting three new positions funded by grant funds and a .233 increase in FTP for one position. LCSC is also requesting approval for a 25% salary increase for the Director of Auxiliary Services position. The increase is the direct result of additional athletic duties for the position.

IMPACT

Once approved, the position changes can be processed and established on the State's Employee Information System.

STAFF COMMENTS

The requests have been reviewed and are consistent with Board policy.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College for new positions and change to existing positions as detailed in their Human Resources agenda.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

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

**NEW POSITION
ACADEMIC**

Position Title:	Instructor Assistant
Type of Position:	Non-Classified/Exempt
FTE:	1.0
Term of Appointment:	12 mos.
Effective Date:	7/01/02
Salary Range:	\$24,960
Funding Source:	Grant funds
Area/Department of Assignment:	Learning Services
Description of Duties and Responsibilities:	Provide individualized instruction in the North Idaho Correctional Institution to approximately 100 inmates each day. Will also provide services to Title I enrolled students.
Justification for the Position:	Increase services for an expanded inmate population.

OTHER

Position Title:	CAMP Associate/Assistant Director
Type of Position:	Non-Classified/Exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	9/23/02
Salary Range:	\$35,000-\$45,000
Funding Source:	US Dept. of Education Grant
Area/Department of Assignment:	Student Affairs/College Assistance Migrant Program
Description of Duties and Responsibilities:	Recruit, advise & assist CAMP participants; plan and implement activities; facilitate adjustment of seasonal/migrant workers to a college environment
Justification for the Position:	New CAMP grant administration

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE continued**

Position Title:	CAMP Program Advisor
Type of Position:	Non-Classified/Exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	10/01/02
Salary Range:	\$32,000
Funding Source:	US Dept. of Education Grant
Area/Department of Assignment:	Student Affairs/College Assistance Migrant Program
Description of Duties and Responsibilities:	Advise & assist CAMP participants; facilitate activities and adjustment of seasonal/migrant workers to a college environment
Justification for the Position:	New CAMP grant

**CHANGE IN POSITION
ACADEMIC**

Position Title:	Instructor/Voc. Guidance Counselor
Type of Position:	Non-Classified/Exempt
FTE:	Change from .6 FTE to .833 FTE
Term of Appointment:	12 mos.
Effective Date:	7/01/02
Salary Range:	\$31,558.60
Funding Source:	IDPTE Grant funds
Area/Department of Assignment:	Learning Services
Duties and Responsibilities:	Administer Student Success Lab, provide one-on-one instruction, supervise tutors in the lab, present workshops to students; provide guidance and instruction activities related to career development and educational goal-setting.
Justification for Position:	Increase in grant funding enabled program manager to increase hours for position.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE continued

OTHER

Position Title:	Director, Auxiliary Services
Type of Position:	Non-Classified/Exempt
FTE:	1.0
Term of Appointment:	12 mos.
Effective Date:	7/01/02
Salary Range:	Increase from \$47,862 to \$60,000
Funding Source:	Local and State funds
Area/Department of Assignment:	President's Office
Duties & Responsibilities:	Additional duties regarding athletic department include game management, development, publicity, marketing, fundraising, budget and other duties as assigned by the president.
Justification for Position:	Additional duties have been delegated to this position by the president.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

OCTOBER 3, 2002

SUBJECT

First Reading – Clarifying Employee Appeal Procedures for Appeals to the Board, Section II.M.2.b. (EXHIBIT 3)

BACKGROUND

Current Board policy provides that the Board may agree to review the final personnel related decision of a chief executive officer “or it may choose not to review the final action.” The proposed policy change would clarify that the appeal is denied if the Board fails to vote on the petition within a certain time frame.

DISCUSSION:

The proposed policy change would clarify the procedures for employees as well as Board staff.

IMPACT

The proposed policy change does not modify the Board’s duties or an employee’s rights, but only clarifies current procedures.

STAFF COMMENTS

The staff recommends that the Board approve the policy.

MOTION

A motion to approve for first reading changes to Board policy Section II.M.2.b as presented in EXHIBIT 3.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: M. Grievance and Appeal Procedure – All Employees

April 2002

EXHIBIT 3

M. Grievance and Appeal Procedure – All Employees

1. Classified Employees

Provisions for grievance and appeals procedures for classified employees are provided for in Chapter 53, Title 67 Idaho Code and the rules of the State Division of Human Resources. The University of Idaho shall, to the extent practical, provide for similar grievance and appeals procedures for its classified employees.

2. Nonclassified Employees (including Faculty Employees)

a. Internal Policies and Procedures

Each institution, agency and school must establish general procedures to provide for grievances and appeals for human resource matters. Such procedures shall be forwarded to the executive director for review and maintenance on file in the Office of the State Board of Education. Internal procedures must include the following elements:

- (1) provision for informal resolution;
- (2) procedures for filing a formal, written complaint;
- (3) reasonable time requirements;
- (4) a description of the hearing body; and
- (5) requirements for retention of records.

b. Appeal to the Board

A nonclassified employee may elect to petition the Board to review any final personnel related decision of the chief executive officer. Any written petition must be filed in the Office of the State Board of Education within fifteen (15) calendar days after the employee receives written notice of final action under the internal procedures of the institution, agency or school. The Board may agree to review the final action, setting out whatever procedure and conditions for review it deems appropriate, ~~or it may choose not to review the final action.~~ The Board is not required to review the final action. The petition for review shall be deemed to have been denied if the Board has failed to vote on the petition within sixty (60) days after the petition is filed with the Office of the State Board of Education or

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: M. Grievance and Appeal Procedure – All Employees

April 2002

the next regularly scheduled Board meeting, whichever is later. The fact that a written petition has been filed does not stay the effectiveness of the final decision ~~nor does it grant a petition for review unless specifically provided by the Board.~~ Board review is not a matter of right. An employee need not petition the Board for review in order to have exhausted administrative remedies for the purposes of judicial review.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 3, 2002

SUBJECT

Approval of model Employment Agreement for Head Coach or Athletic Director for a period of one year or less.

BACKGROUND

The Board approved a change in policy at the August 2002 meeting delegating authority to the presidents to execute employment agreements for head coach or athletic director for a term of one year or less. The policy states "Each contract shall follow the general form approved by the Board as a model contract."

DISCUSSION

The institutions submit a model Employment Agreement for Board approval as presented in EXHIBIT 4. This would be a model Employment Agreement for the institutions to use. Institutions would have the ability to deviate from the exact language as circumstances dictate.

IMPACT

The policy change and proposed template will reduce the number of items brought to the Board on the Human Resources agenda for approval. The total compensation of these positions will be reported to the Board annually.

STAFF COMMENTS

Staff has reviewed the model Employment Agreement and recommends approval.

BOARD ACTION

A motion to approve the model Employment Agreement template for Head Coach and Athletic Director with a contract term of one year or less as presented in EXHIBIT 4.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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EXHIBIT 4

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

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

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

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ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$_____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) ;
- b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

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

3.3 Footwear; Apparel; Equipment. Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-

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related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

4.1. 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 (College) and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University (College), the University (College)'s governing board, the conference, and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s athletic interests, has violated or is likely to violate any such

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laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University (College)'s Handbook; (c) University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the (Sport) conference of which the University (College) is a member.

4.2 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 (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

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

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

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

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

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

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

5.2 Termination 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 (College)'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

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

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

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

5.5 Waiver of Rights. Because the Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights 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 of the University (College)'s Board of (Regents or Trustees) and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University (College)'s Board of (Regents or Trustees), the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University (College)'s rules regarding financial exigency.

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

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

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

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

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

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

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

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

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

the University (College): Director of Athletics

with a copy to: President

the Coach:

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

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

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

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

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

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

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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 (College)'s Board of (Regents or Trustees).

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

UNIVERSITY (COLLEGE)

COACH

, President

Date

Date

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