

BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 6, 2003

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BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 6, 2003

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

A request by Boise State University for one new position.

BACKGROUND

Item submitted for review and approval according to Board Policy.

DISCUSSION

Boise State University is requesting one new position (1.0 FTE). The position will be funded by appropriated funds.

IMPACT

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

STAFF COMMENTS

The request has been reviewed and is consistent with Board policy.

BOARD ACTION

A motion to approve the request by Boise State University for one new position as detailed in their Human Resources agenda.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 6, 2003**

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

NEW POSITION

Position Title	Health Educator
Type of Position	Professional Staff
FTE	1.0
Term of Appointment	12 month
Effective Date	March 10, 2003
Salary Range	\$32,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Health, Wellness and Counseling Services
Duties and Responsibilities	Assist and provide critical programmatic support for preventive health issues.
Justification for the Position	Boise State is endeavoring to address the critical preventive health issues facing the student body and campus community. Funding for this position is available through permanent salary savings.

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

SUBJECT

A request by Idaho State University for one new position.

BACKGROUND

Item submitted for review and approval according to Board Policy.

DISCUSSION

Idaho State University is requesting one new position (1.0 FTE). The position will be funded by appropriated funds.

IMPACT

Once approved, the position will be processed and established on the State Employee Information System.

STAFF COMMENTS

The request has been reviewed and is consistent with Board policy.

BOARD ACTION

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

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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

**NEW POSITION
ACADEMIC**

Position Title	Program Director/Instructor
Type of Position	Faculty
FTE	1.0
Term of Appointment	12 month
Effective Date	March 17, 2003
Salary Range	\$50,000.00
Funding Source	State Funds
Area/Department of Assignment	Health Occupations, College of Technology
Duties and Responsibilities	Plan, organize and provide instruction for a new Registered Nursing Program (Associate of Science Degree).
Justification for the Position	The Board of Nursing requires a new Registered Nurse degree program to have a Master of Science-Registered Nurse to administer an Associate of Science-Registered Degree program. The Mastered Degree Nurse is required to begin administration of a new program twelve (12) months prior to the beginning of said program.

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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for new and deleted positions and a temporary appointment - nondelegated.

BACKGROUND

Items submitted for review and approval according to Board Policy.

DISCUSSION

University of Idaho is requesting one new position (1.0 FTE) supported by non-appropriated funds and approval to delete four positions (4.0 FTE). In addition, approval is requested for a temporary appointment to the position of Interim Vice President for Finance and Administration and University Bursar at a salary greater than 75% of the chief executive officer's base salary.

IMPACT

Once approved, the positions can be processed on the State 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 one new position, deletion of four positions, and a temporary appointment as detailed in their Human Resources agenda.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 6, 2003**

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

NEW POSITION

Position Title	Technical Records Specialist I
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 months
Effective Date	April 1, 2003
Salary Range	\$23,920.00
Funding Source	Non-appropriated funds
Area/Department of Assignment:	Grants and Contracts
Duties and Responsibilities	Responsible for maintaining federal regulation compliance and revenue collections
Justification for the Position	Workload increase of 68% from October 2000 and October 2002

**DELETED POSITIONS
ACADEMIC**

Position Title	Academic Faculty
Type of Position	Faculty
FTE	1.0 FTE
Effective Date	June 22, 2002
Salary Range	\$53,497.60
Funding Source	Appropriated funds
Area/Department of Assignment	College of Agriculture and Life Sciences
Justification	Reorganization due to FY03 holdback

OTHER

Position Title	Carpenter
Type of Position	Classified
FTE	1.0 FTE
Effective Date	January 31, 2003
Salary Range	\$24,315.20
Funding Source	Non-Appropriated funds
Area/Department of Assignment	Facilities Maintenance
Justification:	Departmental reorganization

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 6, 2003**

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

Position Title	Garage Motor Pool Supervisor
Type of Position	Classified
FTE	1.0 FTE
Effective Date	January 31, 2003
Salary Range	\$35,963.20
Funding Source	Non-Appropriated funds
Area/Department of Assignment	Facilities Maintenance
Justification:	Departmental reorganization

Position Title	Painter
Type of Position	Classified
FTE:	1.0 FTE
Effective Date	January 31, 2003
Salary Range	\$28,787.20
Funding Source	Non-Appropriated funds
Area/Department of Assignment	Facilities Maintenance
Justification	Departmental reorganization

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

Laura Hubbard	Interim Vice President for Finance and Administration and University Bursar
FTE	1.0 FTE
Term of Appointment	February 10, 2003 – June 19, 2004
Effective Date	February 10, 2003
Annual Salary:	\$93,454.40
Proposed Salary	\$123,510.40
Increase	\$30,056.00, 32%
Funding Source	Appropriated funds
Area/Department of Assignment	Finance and Administration
Justification	Temporary appointment to assume management responsibilities for Finance and Administration

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

SUBJECT

Request by Lewis-Clark State College for approval to delete five positions (5.0 FTE).

BACKGROUND

Item submitted for review and approval according to Board Policy.

DISCUSSION

Lewis-Clark State College requests approval to delete five positions (5.0 FTE).

IMPACT

Once approved, the changes will be processed and removed from the State Employee Information System.

STAFF COMMENTS

The request has been reviewed and is consistent with Board policy.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to delete five positions (5.0 FTE).

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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

**DELETED POSITIONS
ACADEMIC**

Position Title	Reference Librarian/Professor
Type of Position	Non-Classified/Exempt
FTE	1.0
Effective Date	3/30/03
Salary Range	\$48,630
Funding Source	State Funds
Area/Department of Assignment	Library

INSTRUCTIONAL

Position Title	Assistant Professor
Type of Position	Non-Classified/Faculty
FTE	1.0
Effective Date	7/31/03
Salary Range	\$36,358
Funding Source	State Funds
Area/Department of Assignment	Office & Business Technology

Position Title	Assistant Professor
Type of Position	Non-Classified/Faculty
FTE	1.0
Effective Date	7/31/03
Salary Range	\$36,878
Funding Source	State Funds
Area/Department of Assignment:	Humanities

Position Title	Lecturer
Type of Position	Non-Classified/Faculty
FTE	1.0
Effective Date	7/31/03
Salary Range	\$34,278
Funding Source	State Funds
Area/Department of Assignment	Humanities

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 6, 2003**

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

**DELETED POSITIONS
OTHER**

Position Title	Administrative Assistant I
Type of Position	Classified
FTE:	1.0
Effective Date	3/06/03
Salary Range	\$25,709
Funding Source	State Funds
Area/Department of Assignment	Center for Arts & History

BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 6, 2003

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE continued

SUBJECT

Request for exception: Policies Regarding Coaching Personnel and Athletic Directors

BACKGROUND

Reference: Board policy, Section II. Subsection H. Policies Regarding Coaching Personnel and Athletic Directors, Agreements for One Year or Less and Academic Incentives

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of one (1) year or less without Board approval. Board policy directs that each contract shall follow the general form approved by the Board as a model contract defining the entire employment relationship and incorporating by reference applicable Board and institutional policies and rules, and applicable law. Board policy also directs that the chief executive officer of the institution may determine for each contract for a head coach incentives based upon the academic performance of the student athletes whom the coach supervises. Each institution also is directed to report to the Board annually concerning each coach's performance relative to the academic incentives of the coach's contract.

DISCUSSION

Lewis-Clark State College is requesting an exception to the requirement to utilize the multi-page, model contract and permission to utilize a short, one-page contract used for other institution employees for the reason listed below.

- No need for GPA incentive. Fall 2000 average GPA for all sports was 3.00. For Fall 2001, it was 3.02.
- Coaches already have commitment to academics as evidenced by their team management practices (study sessions, etc.) and team members' grades. Management practices and grades have not suffered in recent budget cuts.
- With one-year contract now in effect for all coaches, and with the NAIA level of athletics at LCSC, the longer, multi-page contracts are not necessary.

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INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE continued

IMPACT

Lewis-Clark State College gains continuity and cooperation by continuing last year's practice of using the simpler, one-page form for the one-year coaches' contracts. No employment incentives are being offered to head coaches.

By not offering contracts with academic incentives, Lewis-Clark State College will realize noticeable savings. The institution will continue to report to the Board annually regarding the academic performance of student athletes.

STAFF COMMENTS

Lewis-Clark State College is asking for two exemptions from Board Policy: exemption from using the Board's model contract for coaches appointed to a one year contract or less and exemption from providing academic incentives for head coaches. Page 19 is the Board Policy. Page 21 is the Board's model contract. Page 31 is LCSC's employment contract. The model contract details terms, compensation, duties and responsibilities, termination, and approvals. LCSC uses the employment contract for all nonclassified employees with unique conditions (additional compensation issues) spelled out in the "Other Conditions" section.

Supplemental compensation incentives were common for athletic performance so the Board wanted to provide similar incentives for classroom performance of athletes. From information provided, LCSC athletes perform well in the classroom. Currently, coaches receive supplemental compensation if the team qualifies for a national event and not for academic achievement.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to be exempt from using the Board's model contract for head coaches appointed for one year or less and to be exempt from providing academic incentives.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors

April 2002

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

1. Agreements Longer Than One Year

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

2. Agreements For One Year Or Less

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

3. Academic Incentives

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

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors

April 2002

4. Part-time Coaches Excepted

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

5. Assistant Coaches

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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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.

1.2. 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).

1.3. 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

2.1. 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

2.2. 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).

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 (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

3.2 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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name) , or give a lecture at an event sponsored in whole or in part by (Company Name) , or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name) , Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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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 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).

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

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

4.6 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.

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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.

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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), if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University (College)'s rules regarding financial exigency.

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

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

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

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

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

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

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

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

the University (College): Director of Athletics

with a copy to: President

the Coach: _____
Last known address on file with
University (College)'s Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY (COLLEGE)

COACH

, President Date

Date

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EMPLOYMENT CONTRACT

«First_Name» «Last_Name»
 «Job_Title»
 «Department»

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

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

CONTRACT PERIOD: _____

PAYMENT PERIOD: _____ Annual Salary \$ _____

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

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

GENERAL CONDITIONS:

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

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

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

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

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

OTHER CONDITIONS:

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

This agreement is void if not signed and returned to the Human Resources Office by _____

I accept this contract and all conditions listed.

Accepted: _____
 Employee Date President Date

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