

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

A request by Boise State University for approval of new positions, a change in position and a non-delegated appointment.

BACKGROUND

Items submitted for review and approval according to Board Policy Section II. B.3.

DISCUSSION

Boise State University is requesting approval for two (2) new classified staff positions (2.0 FTE) supported by state funds; six (6) new professional staff positions (6.0 FTE) supported by local funds; and one (1) change in classified staff position from .50 to .70 FTE, supported by local funds. BSU is also requesting approval to appoint Dr. Vincent Serio, M.D. as Director of Clinical Services for the campus at a salary equal to or greater than 75% of the chief executive officer's base salary supported by local funds.

IMPACT

Once approved, the positions can be processed on the State Employee Information System.

STAFF COMMENTS AND RECOMMENDATIONS

The request has been reviewed and is consistent with Board policy. Even though some appointments have beginning dates that are prior to the Board having the ability to concur with the appointment, BSU has assured Board staff that all appointments are made and offered subject to Board approval.

BOARD ACTION

A motion to approve the request by Boise State University for eight (8) new positions (8.0 FTE); one (1) change in position from .50 to .70 FTE; and to appoint Dr. Vincent Serio, M.D. as Director of Clinical Services (1.0 FTE) for the campus at a salary equal to or greater than 75% of the chief executive officer's base salary.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

**NEW POSITIONS
OTHER**

Position Title	Customer Service Rep I
Type of Position	Classified Staff
FTE	1.0
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$19,074
Funding Source	Appropriated Funds
Area/Department of Assignment	Registrar's Office
Duties and Responsibilities	Staffing the customer service area of the BroncoWeb Help Center.
Justification for the Position	This position has been funded by irregular salaries on a temporary basis. To recruit and retain the highest caliber employee possible, this position is being created. Irregular salary will be transferred to cover this position. No new money is required.

Position Title	Administrative Assistant I
Type of Position	Classified Staff
FTE	1.0
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$21,445
Funding Source	Appropriated Funds
Area/Department of Assignment	Graduate College
Duties and Responsibilities	Creation and maintenance of the database for graduate program evaluation, assist with thesis editing and production of the Graduate College publications, recruitment advertising with special emphasis on web-based recruitment and minor grants accounting.
Justification for the Position	Increase in responsibilities and duties have necessitated the creation of this position in the Graduate College. Funding will come from carry-forward funds and buyout of grants.

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

Position Title	Software Application Administrator, PeopleSoft
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$55,000
Funding Source	Local Funds
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Provide PeopleSoft Administrator functions.
Justification for the Position	PeopleSoft Administrator functions are significantly over tasked. This position will provide expertise and relief. Student support fees will fund this position.

Position Title	Systems Engineer
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$52,000
Funding Source	Local Funds
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Provide support of student computer systems.
Justification for the Position	This position will assist with reducing the overwhelming burden of supporting central mission critical systems of the University. Student support fees will fund this position.

Position Title	Systems Engineer
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$52,000
Funding Source	Local Funds
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Provide support of student computer systems.

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

Justification for the Position

This position will assist with reducing the overwhelming burden of supporting central mission critical system of the University. Student support fees will fund this position.

Position Title

Communications Engineer

Type of Position

Professional Staff

FTE

1.0 FTE

Term of Appointment

12 month

Effective Date

March 15, 2004

Salary Range

\$55,000

Funding Source

Local Funds

Area/Department of Assignment

Office of Information Technology

Duties and Responsibilities

Support Boise State's IP telephone system.

Justification for the Position

Presently only one engineer is supporting this telephone system. Increased workload and possible failure due to lack of staffing require the creation of this position. Funding from local accounts within network and telephone services.

Position Title

Resident Director

Type of Position

Professional Staff

FTE

1.0 FTE

Term of Appointment

12 month

Effective Date

March 15, 2004

Salary Range

\$24,600 plus board and room

Funding Source

Local Funds

Area/Department of Assignment

Student Housing

Duties and Responsibilities

Provides operational guidance and direction for one of our Residence Hall or Apartment facilities. In addition, will supervise student staff members who help with the operation of these facilities.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

Justification for the Position

The construction of new apartment and residence hall facilities will add significantly to the on-campus population. The Student Housing department is requesting permission to create two (2) new professional staff positions that will be responsible for the daily administration, management and operation of the apartments and the new residence halls.

Position Title

Resident Director

Type of Position

Professional Staff

FTE

1.0 FTE

Term of Appointment

12 month

Effective Date

March 15, 2004

Salary Range

\$24,600 plus board and room

Funding Source

Local Funds

Area/Department of Assignment

Student Housing

Duties and Responsibilities

Provides operational guidance and direction for one of our Residence Hall or Apartment facilities. In addition, will supervise student staff members who help with the operation of these facilities.

Justification for the Position

The construction of new apartment and residence hall facilities will add significantly to the on-campus population. The Student Housing department is requesting permission to create two (2) new professional staff positions that will be responsible for the daily administration, management and operation of the apartments and the new residence halls.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

**CHANGES IN POSITIONS (FTE CHANGES)
OTHER**

Position Title	Technical Records Specialist
Type of Position	Classified Staff
FTE	from .50 FTE to .70
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Change	\$4,901
Funding Source	Local Funds
Area/Department of Assignment	BSU Radio
Duties and Responsibilities	Manage approximately 1,000 sustaining member accounts (electronic funds transfer, monthly credit cards, and payroll deductions) as well as supervision of student employees.
Justification for the position	Increase in responsibilities as well as increase in membership necessitates the change from 20 to 28 hours per week.

**APPOINTMENTS – NON-DELEGATED
SALARY GREATER THAN 75% OF CHIEF EXECUTIVE OFFICER BASE SALARY
(SBOE Policy II.B.3)**

Name	Vincent Serio, M.D.
Position Title	Director of Clinical Services
Type of Position	Professional
FTE	1.0
Term of Appointment	12 month
Effective Date	March 3, 2004
Salary Range	\$133,333
Funding Source	Local
Area/Department of Assignment	Health, Wellness and Counseling Services
Description of Duties and Responsibilities	Medical Doctor. Responsible for developing and overseeing all aspects of clinical services provided for Boise State University students and the campus community. Supervises Clinical Services professional staff and provides direct patient care.

BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of new positions and changes in positions.

BACKGROUND

Items submitted for review and approval according to Board Policy Section II. B.3.

DISCUSSION

Idaho State University is requesting approval for one (1) new non-classified position (1.0 FTE) supported by grant funds and one (1) new classified position (1.0 FTE) supported by local funds; and approval for increases to FTE ratings for three classified positions: one position from .50 to 1.0 FTE (state funds); two positions from .75 to 1.0 FTE (state and local funds).

IMPACT

Once approved, the positions can be processed on the State Employee Information System.

STAFF COMMENTS AND RECOMMENDATIONS

The request has been reviewed and is consistent with Board policy

BOARD ACTION

A motion to approve the request by Idaho State University for two (2) new positions (2.0 FTE) and increases of FTE ratings for three (3) positions (from 2.0 to 3.0 total FTE).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY - continued

NEW POSITIONS
OTHER

Position Title	Senior Instrumentation Physicist
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$55,016.00
Funding Source	Grant Funds
Area/Department of Assignment	Idaho Accelerator Center
Duties and Responsibilities	Provide instrumentation and computer interfacing design and testing support for a new complex accelerator and associated projects.
Justification for the Position	To provide additional support and precise expertise in the operation of the accelerator and to accomplish the tasks identified in the Department of Defense project grant.

Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$19,073.00
Funding Source	Local Funds
Area/Department of Assignment	Communication Sciences & Disorders/Education of the Deaf
Duties and Responsibilities	Clerical/secretarial support for the VA portion of the hearing clinic. Duties will include scheduling appointments, maintaining files, entering data into VA computer system.
Justification for the Position	To provide additional support for the VA Hearing Clinic.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

**CHANGE IN POSITIONS
OTHER**

Position Title	IT Information System Technical (PCN 6014)
Type of Position	Classified
FTE	change from .50 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	March 15, 2004
Salary Range	\$26,956.00
Funding Source	State Funds
Area/Department of Assignment	ISU Boise Center
Justification for the Position	To provide additional technological support.

Position Title	Administrative Assistant 1 (PCN 3066)
Type of Position	Classified
FTE	change from .75 FTE to 1.0 FTE
Term of Appointment	change from 9 month to 12 month
Effective Date	March 15, 2004
Salary Range	\$21,444.80
Funding Source	State Funds
Area/Department of Assignment	English and Philosophy
Justification for the Position	To provide full-time year round support.

Position Title	Custodian (PCN 8043)
Type of Position	Classified
FTE	change from .75 FTE to 1.0 FTE
Term of Appointment	change from 9 month to 12 month
Effective Date	April 11, 2004
Salary Range	\$13,915.20
Funding Source	Local Funds
Area/Department of Assignment	Pond Student Union
Justification for the Position	To provide additional support to meet facility demands and provide continuity in maintenance and custodial service.

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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by University of Idaho for approval to delete fourteen (14) positions.

BACKGROUND

Items submitted for review and approval according to Board Policy Section II. B.3.

DISCUSSION

University of Idaho is requesting approval to delete eight (8) faculty positions (5.50 FTE), three (3) non-faculty-exempt positions (1.3 FTE) and three (3) classified positions (3.0 FTE) due to institutional reorganization and restructuring.

IMPACT

Once approved, the positions can be processed on the State Employee Information System.

STAFF COMMENTS AND RECOMMENDATIONS

The positions to be deleted are a combination of academic (faculty), non-faculty and other positions. The positions have been vacant for various lengths of time, and are being deleted due to overall financial/budget reasons.

BOARD ACTION

A motion to approve the request by University of Idaho to delete fourteen (14) positions (9.80 total FTE).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

**DELETED POSITIONS
ACADEMIC**

Position Title	Academic Year Faculty (4551)
Type of Position	Faculty
FTE	1.0
Effective Date	November 24, 2003
Salary Range	\$22,734.40
Funding Source	Appropriated funds
Area/Department of Assignment	College of Engineering
Justification for the Deletion	Reorganization and restructuring

Position Title	Academic Year Faculty (3682)
Type of Position	Faculty
FTE	1.0
Effective Date	November 24, 2003
Salary Range	\$46,010.00
Funding Source	Appropriated funds
Area/Department of Assignment	College of Natural Resources
Justification for the Deletion	Reorganization and restructuring

Position Title	Academic Year Faculty (4556)
Type of Position	Faculty
FTE	1.0
Effective Date	November 24, 2003
Salary Range	\$50,356.80
Funding Source	Appropriated funds
Area/Department of Assignment	College of Engineering
Justification for the Deletion	Reorganization and restructuring

Position Title	Academic Year Faculty (4574)
Type of Position	Faculty
FTE	1.0
Effective Date	November 24, 2003
Salary Range	\$52,213.20
Funding Source	Appropriated funds
Area/Department of Assignment	College of Engineering
Justification for the Deletion	Reorganization and restructuring

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

Position Title	Academic Faculty (2292)
Type of Position	Faculty
FTE	1.0
Effective Date	December 08, 2003
Salary Range	\$64,684.80
Funding Source	Appropriated funds
Area/Department of Assignment	College of Business
Justification for the Deletion	Reorganization and restructuring

Position Title	Fiscal Year Faculty (2575)
Type of Position	Faculty
FTE	.5
Effective Date	November 9, 2003
Salary Range	\$22,734.40
Funding Source	Appropriated funds
Area/Department of Assignment	College of Education
Justification for the Deletion	Reorganization and restructuring

Position Title	Miscellaneous Groups (2532)
Type of Position	Faculty
FTE	.0
Effective Date	November 9, 2003
Salary Range	\$10,000.00
Funding Source	Appropriated funds
Area/Department of Assignment	College of Education
Justification for the Deletion	Reorganization and restructuring

Position Title	Miscellaneous Groups (2571)
Type of Position	Faculty
FTE	.0
Effective Date	November 9, 2003
Salary Range	\$12,000.00
Funding Source	Appropriated funds
Area/Department of Assignment	College of Education
Justification for the Deletion	Reorganization and restructuring

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

**DELETED POSITIONS
NON-FACULTY EXEMPT**

Position Title	Director Advancement Services (6535)
Type of Position	Non Faculty Exempt
FTE	1.0
Effective Date	February 04, 2004
Salary Range	\$62,857.60
Funding Source	Appropriated funds
Area/Department of Assignment	University Advancement
Justification for the Deletion	Reorganization and restructuring

Position Title	Miscellaneous Groups (6199)
Type of Position	Non-Faculty Exempt
FTE	.0
Effective Date	November 24, 2003
Salary Range	\$43,256.40
Funding Source	Appropriated funds
Area/Department of Assignment	Student Affairs
Justification for the Deletion	Reorganization and restructuring

Position Title	Senior Associate University Counsel (8430)
Type of Position	Non Faculty Exempt
FTE	.3
Effective Date	December 08, 2003
Salary Range	\$34,804.64
Funding Source	Appropriated funds
Area/Department of Assignment	Office of the President
Justification for the Deletion	Reorganization and restructuring

**DELETED POSITIONS
OTHER**

Position Title	Administrative Assistant II (3860)
Type of Position	Classified
FTE	1.0
Effective Date	November 24, 2003
Salary Range	\$30,534.00
Funding Source	Appropriated funds
Area/Department of Assignment	College of Natural Resources
Justification for the Deletion	Reorganization and restructuring

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

**DELETED POSITIONS
OTHER**

Position Title	Administrative Assistant II (3860)
Type of Position	Classified
FTE	1.0
Effective Date	November 24, 2003
Salary Range	\$30,534.00
Funding Source	Appropriated funds
Area/Department of Assignment	College of Natural Resources
Justification for the Deletion	Reorganization and restructuring
Position Title	Library Assistant II (5287)
Type of Position	Classified
FTE	1.0
Effective Date	November 24, 2003
Salary Range	\$37,273.60
Funding Source	Appropriated funds
Area/Department of Assignment	Library and Information Technology
Justification for the Deletion	Reorganization and restructuring

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BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO-continued

SUBJECT

A request by University of Idaho for one new appointment and one reappointment of head coaching personnel.

BACKGROUND

Items submitted for review and approval according to Board Policy Section II. H.

DISCUSSION

University of Idaho is requesting approval for a four (4) year appointment (1.0 FTE) of Nick Holt as Head Football Coach (see Exhibit 1) and a four (4) year reappointment (1.0 FTE) of Debra J. Buchanan, Head Volleyball Coach (see Exhibit 2). The positions will be supported by appropriated funds.

IMPACT

Once approved, the positions can be processed on the State Employee Information System.

STAFF COMMENTS AND RECOMMENDATIONS

The request has been reviewed and is consistent with Board policy. Even though the appointment date is prior to the Board's ability to concur with the appointment, the contract has a clause that states the offer is contingent upon approval by the Regents of the University of Idaho.

BOARD ACTION

A motion to approve the request by University to appoint Nick Holt as Head Football Coach (1.0 FTE) and to reappoint Debra J. Buchanan, Head Volleyball Coach (1.0 FTE). Both positions are for fixed terms of four years and both are supported by appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004**

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

**OTHER
HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Nick Holt	(Exhibit 1)
Position Title	Head Football Coach
FTE	1.0
Term	48 months
Term of Contract	December 8, 2003-January 31, 2008
Effective Date	December 8, 2003
Annual Salary	\$135,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; merit payment of 1/13 of base salary if team is conference champ or achieves bowl eligibility; merit payment of 1/13 of base salary if team is ranked in top 25 in final poll; merit payment up to \$5,000 based on academic achievement and behavior of team members and overall development of football program; \$70,000 per year for media and public appearance; liquidated damages if early departure--\$40,000 if he leaves during first year; \$30,000 if he leaves during second year; \$20,000 if he leaves during third year; and \$10,000 if he leaves during last year of contract; one courtesy car (trade out).
Justification for the Position	New appointment

BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY of IDAHO - continued

Exhibit 1

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Nick Holt (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 football 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.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of approximately four (4) years, commencing on December 8, 2003, and terminating, without further notice to Coach, on January 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
MARCH 10-12, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY of IDAHO - continued

Exhibit 1

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 \$135,012.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a bowl game pursuant to NCAA Division I guidelines, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and bowl eligibility are achieved. Coach's right to receive such payment will vest upon the occurrence of the events described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. Coach's right to receive such payment will vest upon the occurrence of the event described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

Exhibit 1

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$5,000 based on the academic achievement and behavior of team members. The determination of whether Coach will receive such supplemental compensation will be made within thirty (30) days of the last day of the fall semester and 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 with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 The Coach shall receive the sum of \$70,000 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). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that 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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INSTITUTION / AGENCY AGENDA
UNIVERSITY of IDAHO - continued

Exhibit 1

3.2.5 Coach agrees that the University has the exclusive right to operate youth football camps 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 football 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 football camps, the University shall pay Coach the remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

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 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 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 football 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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INSTITUTION / AGENCY AGENDA
UNIVERSITY of IDAHO - continued

Exhibit 1

ARTICLE 4

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

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

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

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

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

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

Exhibit 1

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

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

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

4.5 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.

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

Exhibit 1

ARTICLE 5

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

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

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY of IDAHO – continued

Exhibit 1

- 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 or termination for good or adequate cause shall be effectuated by the University as follows before the effective date of the suspension or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the 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. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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.

5.2 Termination of Coach for Convenience of University.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY of IDAHO – continued

Exhibit 1

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends 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 ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to 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.

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

Exhibit 1

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 January 31, 2005, the sum of \$40,000.00; (b) if the Agreement is terminated between February 1, 2005 and January 31, 2006 inclusive, the sum of \$30,000.00; (c) if the Agreement is terminated between February 1, 2006 and January 31, 2007 inclusive, the sum of \$20,000.00; (d) if the Agreement is terminated between February 1, 2007 and January 31, 2008 inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier 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.

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

Exhibit 1

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

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

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

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.

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

Exhibit 1

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

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

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

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

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

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

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

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UNIVERSITY of IDAHO – continued

Exhibit 1

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

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

the University	Director of Athletics University of Idaho P.O. Box 442302 Moscow, Idaho 83844-2302
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with a copy to	President University of Idaho P.O. Box 443151 Moscow, ID 83844-3151
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the Coach	Nick Holt Last known address on file with University's Human Resource Services
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Any notice shall be deemed to have been given on the earlier of (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

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

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

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

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

Exhibit 1

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

Gary Michael, President Date

Nick Holt Date

Approved by the Board of Regents on the ____ day of _____, 2004.

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

**OTHER
HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Debra J. Buchanan	(Exhibit 2)
Position Title	Head Volleyball Coach
FTE	1.0
Term	48 months
Term of Contract	February 1, 2004-January 31, 2008
Effective Date	February 1, 2004
Proposed Annual Salary	\$60,611.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; merit payment of 1/13 of base salary if team is conference champ or co-champ and becomes eligible for the NCAA tournament; merit payment of 1/13 of base salary if team is ranked in top 25 in final poll; merit payment of 1/13 of base salary based on academic achievement and behavior of team members and overall development of volleyball program; \$5,000 per year for media and public appearance.
Justification for the Position	Reappointment

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Debbie Buchanan (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate volleyball team. 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'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).

1.5. 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 3.2.6 shall cease.

ARTICLE 2

2.3. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on February 1, 2004 and terminating, without further notice to Coach, on January 31, 2008 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 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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INSTITUTION / AGENCY AGENDA
UNIVERSITY of IDAHO – continued

Exhibit 2

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 \$60,611.20 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.3 Supplemental Compensation

3.2.2. Each year the Team is the conference champion or co-champion and also becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head volleyball 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 during the fiscal year in which the championship and NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate volleyball teams and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

Exhibit 2

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up equal to one-thirteenth (1/13) 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 with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 The Coach shall receive the sum of \$5,000 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). Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Agreements requiring the Coach to participate in Programs related to her duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews 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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INSTITUTION / AGENCY AGENDA
UNIVERSITY of IDAHO – continued

Exhibit 2

3.2.5 Coach agrees that the University has the exclusive right to operate youth volleyball camps on its campus using University facilities. The University 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 volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and 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 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 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 her duties and obligations as head volleyball 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.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY of IDAHO – continued

Exhibit 2

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

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

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

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
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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 to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

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

5.1.1 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

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

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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 her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

5.7 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.

5.8 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.

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.

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

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

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

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

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

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

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

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

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

the University	Director of Athletics University of Idaho P.O. Box 442302 Moscow, Idaho 83844-2302
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with a copy to	President University of Idaho P.O. Box 443151 Moscow, ID 83844-3151
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the Coach	Debbie Buchanan Last known address on file with University's Human Resource Services
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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's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of her official University duties.

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

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

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

UNIVERSITY

COACH

Gary Michael, President Date

Debbie Buchanan Date