

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

A request by Boise State University for approval of a multi-year head coach contract agreement.

BACKGROUND

Items submitted for review and approval according to Board Policy Section II., B.3. and H.1.

DISCUSSION

Boise State University requests approval of the attached multi-year contract for Greg Graham, Men's Basketball Head Coach.

IMPACT

This contract will provide a stable coaching environment for the University's men's basketball program.

STAFF COMMENTS AND RECOMMENDATIONS

Board legal counsel has reviewed the proposed contract against the "model multi-year athletic contract" and has sent its comments to Boise State University. Board legal counsel and institutional representatives will be available at the meeting to discuss the issue.

BOARD ACTION

A motion to approve the request by Boise State for a multi-year contract agreement for a head basketball coach (1.0 FTE), supported by state and local funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

MULTI-YEAR HEAD COACH AGREEMENT

Position Name/Title	Gregory Graham, Head Coach
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	April 1, 2004
Salary Range	See below
Funding Source	Appropriated/Local Funding
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Head coach for Men's Basketball team.
Summary of Contract Terms	5 year contract. Annual salary of \$135,000 per year Performance Supplemental Pay Athletic Achievement WAC Regular Season Champions--\$5,000 The greater of the following two: WAC Tournament Finalist--\$3,000 WAC Tournament Champions--\$10,000 NCAA Tournament appearances \$5,000 per game NIT appearances \$3,000 per game 20 Wins \$4,000 Winning Record (more wins than losses) \$4,000 NIT Championship \$12,000 Academic Achievement \$5,000 Media Outlet/Public Appearance Pay from the media outlets or the University) Year 1 (4-1-04 to 3-31-05) = \$90,000 Year 2 (4-1-05 to 3-31-06) = \$110,000 Year 3 (4-1-06 to 3-31-07) = \$130,000 Year 4 (4-1-07 to 3-31-08) = \$150,000 Year 5 (4-1-08 to 3-31-09) = \$170,000 Liquidated Damages: If the coach leaves before March 31, 2007, the sum of \$200,000; If the coach leaves between April 1, 2007 and March 31, 2009, the sum of \$100,000

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Don Gregory Graham (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on April 1, 2004 and terminating on March 31, 2009 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 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.

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ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$135,000 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 Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement

- a) WAC Regular Season Champions \$5,000
- b) The greater of the following two:
 - WAC Tournament Finalist \$3,000
 - WAC Tournament Champions \$10,000
- c) NCAA Tournament appearances \$5,000 per game
- d) NIT appearances \$3,000 per game
- e) 20 Wins \$4,000
- f) Winning Record (more wins than losses) \$4,000
- g) NIT Championship \$12,000

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3.2.2 Academic Achievement

- a) Coach shall qualify for \$5,000 in supplemental pay if the following conditions are met: (Note: When calculating the retention rate and the team GPA, the individuals considered shall be those basketball players receiving athletic grant-in-aid who are on the team roster the first day of September each year.)
 - i) At least 90 percent of the scholarship basketball players must return to Boise State for the fall semester of the following academic year and be enrolled full-time (unless said player needs less than full-time enrollment to fulfill the requirements of graduation from Boise State University at the end of that semester) on the first day of September of the fall semester (regardless of whether or not they return on scholarship) unless they graduate prior to the first day of September following the basketball season in which they last played.
 - ii) The grade point average of the scholarship basketball players on Boise State's team roster shall, taken as a whole by averaging the grade point averages of all said scholarship basketball players, be not less than 2.5. This calculation shall be made by using the grades received by the scholarship basketball players for coursework taken in the fall and spring semesters immediately preceding the date of the calculation.
 - iii) The team must win a minimum of 9 games during the academic year being considered.
 - iv) The retention rate will be calculated anew each year and will not be cumulative.
 - v) Said bonus shall be paid by the University in October of each year following the academic year to Coach provided Coach was employed during the previous season and is still employed at the University.

3.2.3 Conditions for payment of Athletic Achievement supplemental compensation.

- a) Payment Date for Athletics Supplemental Compensation shall be made April 15th of each year following the

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completion of the season in which it is earned. Coach must remain employed with the University on said April 15 in order to receive any amounts due under section 3.2.1.

- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate as set forth in 3.2.2 above must be at least 50 percent for the academic year in which the supplemental pay is earned.

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.5 The Coach shall receive the following sums from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs).

Year 1 (4-1-04 to 3-31-05) = \$90,000
Year 2 (4-1-05 to 3-31-06) = \$110,000
Year 3 (4-1-06 to 3-31-07) = \$130,000
Year 4 (4-1-07 to 3-31-08) = \$150,000
Year 5 (4-1-08 to 3-31-09) = \$170,000

These sums may be paid either through the University by-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment changes the nature of the benefits attached to such payments. 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

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endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Summer Camp. Coach may operate a summer youth basketball camp at the University under the following conditions:

- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University sponsored activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The Coach will have the opportunity to lease University facilities in connection with the summer camp;
- c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- d) All revenues and expenses of the Camp shall be deposited with and paid by the University.
- e) The Coach shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.7 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 has the authority to enter into an agreement with a company 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 a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing

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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 basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules.

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

ARTICLE 4

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

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

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

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

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

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University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Western Athletic Conference (WAC).

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 Trustees.

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.

4.7 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.

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4.8 Specific Duties of Coach. The Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA Bar-B-que;
- b) The weekly BAA noon luncheons during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Series Golf Tournaments.

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 policies, rules and regulations.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- 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 member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;

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- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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.

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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), and the amounts set forth in section 3.2.5, 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. If Coach finds reasonably comparable employment, the amounts due to Coach under this paragraph shall be reduced by the amount of money received by the Coach pursuant to Coach's employment. 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 bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this

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Agreement the following sum: (a) if the Agreement is terminated on or before March 31, 2007, the sum of \$200,000; (b) if the Agreement is terminated between April 1, 2007 and March 31, 2009 inclusive, the sum of \$100,000. 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 bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit 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, becomes unable to perform the essential functions of the position of head coach, or dies.

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

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

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-

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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 Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

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

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

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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.

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
 1910 University Drive
 Boise, ID 83725-1020

with a copy to: President
 1910 University Drive
 Boise, ID 83725-100

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the Coach: Don Gregory Graham
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

COACH

Robert Kustra, President Date

Don Gregory Graham Date

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

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures August 2002

3. Specifically Reserved Board Authority

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

a. Position Authorizations

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

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

- (a) position title;
- (b) type of position;
- (c) FTE
- (d) Term of appointment;
- (e) Effective date;
- (f) approximate salary range;
- (g) funding source;
- (h) area or department of assignment;
- (i) a description of the duties and responsibilities of the position; and
- (j) a complete justification for the position

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

e. The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

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

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

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

APPLICABLE STATUTE, RULE, OR POLICY

Office of the State Board of Education Policy Section II.B.3

BACKGROUND

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

DISCUSSION

Idaho State University is requesting approval for three (3) new faculty positions (3.0 FTE) supported by state and local funds; one (1) new professional staff position (1.0 FTE) supported by grant funds; three (3) new classified positions (2.0 FTE) supported by state, local, and grant funds; and authorization to reactivate one (1) professional staff position (1.0 FTE) supported by state funds.

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

Board staff has reviewed these agenda items for conformance with Board policy.

BOARD ACTION

A motion to approve the request by Idaho State University for eight (8) positions (7.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY continued

NEW POSITIONS
ACADEMIC

Position Title	Assistant Professor of Health Physics
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 16, 2004
Salary Range	\$48,000.00
Funding Source	State Funds (reallocation)
Area/Department of Assignment	Physics
Duties and Responsibilities	Teach classes from elementary health physics to graduate-level courses; perform basic research in health physics, applied nuclear physics, and accelerator applications.
Justification of Position	To provide additional support for current programs and to support the new emphasis area in the associate's degree in physics.

Position Title	Assistant Professor of Physics
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 16, 2004
Salary Range	\$48,000.00
Funding Source	State Funds (reallocation)
Area/Department of Assignment	Physics
Duties and Responsibilities	Teach classes from elementary health physics to graduate-level courses; perform basic research in radiation physics, applied nuclear physics, and accelerator applications.
Justification of Position	To provide additional support to continue offering the full range of courses in the physics program and to continue active research in physics.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY continued

Position Title	Clinical Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	12 month
Effective Date	June 20, 2004
Salary Range	\$70,012.80
Funding Source	Local Funds
Area/Department of Assignment	Pharmacy Practice and Administrative Sciences
Duties and Responsibilities	Provide assistance and supervision of educational materials and coursework related to delivery of the Nontraditional Doctor of Pharmacy and certificate programs; coordinate and supervise the Nontraditional advanced practice experience student placement.
Justification of Position	To provide additional support for the coordination and supervision of the newly revised curriculum for the Nontraditional Doctor of Pharmacy degree program and various certificate programs.

OTHER

Position Title	Research Associate
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	\$32,510.00
Funding Source	Grant Funds
Area/Department of Assignment	Institute of Rural Health
Duties and Responsibilities	Assist technical faculty with research and development activities relating to the Telehealth Idaho grant.
Justification of Position	To provide additional support for the Telehealth Idaho Grant.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY continued

Position Title	Department Chair (PCN 7857)
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2004
Salary Range	\$54,000.00
Funding Source	State Funds
Area/Department of Assignment	College of Technology, Business/ Service Division
Duties and Responsibilities	Oversees the general operation of assigned programs; provides program planning, development and evaluation; establishes staff selection criteria; recruits candidates; evaluates personnel performance; prepares department and program budgets.
Justification of Position	This position is institutionally budgeted, however, it has been vacant for more than one year. ISU requests authorization to reactivate the position on the State Employee Information System.
Position Title	Administrative Assistant II
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	\$23,982.00
Funding Source	Grant Funds
Area/Department of Assignment	Institute of Rural Health
Duties and Responsibilities	Act as office manager; perform clerical/secretarial duties; prepare complex, technical proposals involving sensitive information and large budgets; act as liaison with state and federal agencies.
Justification of Position	To provide additional secretarial/clerical support for the Institute of Rural Health.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY continued

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	.50
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	\$10,722.00
Funding Source	Local Funds
Area/Department of Assignment	Idaho Accelerator Center
Duties and Responsibilities	Compose correspondence; compile information; prepare reports and presentations; purchase office supplies and scientific equipment; schedule meetings, conferences, workshops; act as liaison with external customers.
Justification of Position	To provide secretarial/clerical support for the ISIS Project.

Position Title	Office Specialist II
Type of Position	Classified
FTE	.50
Term of Appointment	12 month
Effective Date	May 1, 2004
Salary Range	\$9,536.80
Funding Source	State Funds (reallocation)
Area/Department of Assignment	Idaho Falls Education Program
Duties and Responsibilities	Prepare correspondence and reports; answer phones; greet students; maintain files; schedule appointments for Nuclear Science and Engineering professors.
Justification of Position	To provide clerical support for the development of the Nuclear Science and Engineering program in Idaho Falls.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures August 2002

3. Specifically Reserved Board Authority

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

c. Position Authorizations

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

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

- (a) position title;
- (k) type of position;
- (l) FTE
- (m) Term of appointment;
- (n) Effective date;
- (o) approximate salary range;
- (p) funding source;
- (q) area or department of assignment;
- (r) a description of the duties and responsibilities of the position; and
- (s) a complete justification for the position

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

d. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

f. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by University of Idaho for approval to add one new position and delete five positions.

APPLICABLE STATUTE, RULE, OR POLICY

Office of the State Board of Education Policy Section II.B.3

BACKGROUND

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

DISCUSSION

University of Idaho is requesting approval for one (1) new non-faculty exempt position (.75 FTE) supported by state funds; and to delete five (5) non-faculty and classified positions (4.70 FTE).

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

Board staff has reviewed these agenda items for conformance with Board policy.

BOARD ACTION

A motion to approve the request by University of Idaho to add one new non-faculty exempt position (.75 FTE) and to delete five (5) positions (4.70 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

NEW POSITIONS
OTHER

Position Title	Glassblower
Type of Position	Non-faculty exempt
FTE	.75
Term of Appointment	12 months
Effective Date	May 1, 2004
Salary Range	\$41,932.80
Funding Source	Appropriated funds
Area/Department of Assignment	Research Office
Duties and Responsibilities	Responsible for scientific glassblowing services and consultation, technical advice and instruction
Justification	New Position

DELETED POSITIONS
ACADEMIC

Position Title	Marketing Communications Production Coordinator (6519)
Type of Position	Non-faculty Exempt
FTE	1.0
Effective Date	March 8, 2004
Salary Range	\$37,481.60
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement Services
Duties and Responsibilities	NA
Justification	Reorganization and restructuring

OTHER

Position Title	Library Assistant 1 (5300)
Type of Position	Classified
FTE	1.0
Effective Date	February 18, 2004
Salary Range	\$22,152.00
Funding Source	Appropriated funds
Area/Department of Assignment	Library
Duties and Responsibilities	NA
Justification	Reorganization and restructuring

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

Position Title	Library Assistant 3 (5285)
Type of Position	Classified
FTE	1.0
Effective Date	February 18, 2004
Salary Range	\$38,417.60
Funding Source	Appropriated funds
Area/Department of Assignment	Library
Duties and Responsibilities	NA
Justification	Reorganization and restructuring
Position Title	Sales Manager, UI Press (5586)
Type of Position	Classified Exempt
FTE	1.0
Effective Date	March 8, 2004
Salary Range	\$17,004.00
Funding Source	Non-Appropriated funds
Area/Department of Assignment	Academic and Student Affairs
Duties and Responsibilities	NA
Justification	Eliminated program
Position Title	Sports Information Assistant (8496)
Type of Position	Classified
FTE	1.0
Effective Date	February 18, 2004
Salary Range	\$0.00
Funding Source	Appropriated funds
Area/Department of Assignment	Athletics
Duties and Responsibilities	NA
Justification	Reorganization and restructuring
Position Title	Writer (6504)
Type of Position	Classified
FTE	.7
Effective Date	March 8, 2004
Salary Range	\$22,888.32
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement Services
Duties and Responsibilities	NA
Justification	Reorganization and restructuring

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures August 2002

3. Specifically Reserved Board Authority

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- (a) position title;
- (t) type of position;
- (u) FTE
- (v) Term of appointment;
- (w) Effective date;
- (x) approximate salary range;
- (y) funding source;
- (z) area or department of assignment;
- (aa) a description of the duties and responsibilities of the position; and
- (bb) a complete justification for the position

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

- f. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.
- g. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

SUBJECT

A request by Lewis-Clark State College for approval of three (3) new positions.

APPLICABLE STATUTE, RULE, OR POLICY

Office of the State Board of Education Policy Section II.B.3

BACKGROUND

Items submitted for review and approval according to Board Policy listed above.

DISCUSSION

Lewis-Clark State College is requesting approval for three (3) new classified positions (each 1.0 FTE) supported by federal and state grant funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed these agenda items for conformance with Board policy.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College for three (3) new positions (3.0 FTE).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE-continued

NEW POSITIONS
OTHER

Position Title	Office Specialist II
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	04/22/04
Salary Range	\$19,074
Funding Source	Federal and State grants
Area/Department of Assignment	Community Programs/Senior Nutrition
Duties and Responsibilities	Provide office support requiring specific knowledge of the Senior Nutrition program; perform data entry and maintain records on specific client needs.
Justification of Position	The Senior Nutrition Program has experienced significant growth which requires additional support to provide quality service.

Position Title	Meal Site Senior Cook
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	04/22/04
Salary Range	\$21,445
Funding Source	Federal and State grants
Area/Department of Assignment	Community Programs/Senior Nutrition
Duties and Responsibilities	Plan, coordinate and prepare meals according to dietary guidelines and menus; maintain sanitation of cooking and serving areas.
Justification of Position	The Senior Nutrition Program has experienced significant growth which requires additional support to provide quality service.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE-continued

Position Title	Cook
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	04/22/04
Salary Range	\$17,160
Funding Source	Federal and State grants
Area/Department of Assignment	Community Programs/Senior Nutrition
Duties and Responsibilities	Prepare meals according to dietary guidelines and menus; clean cooking and serving areas to ensure proper cleaning and storage of equipment and utensils
Justification of Position	The Senior Nutrition Program has experienced significant growth which requires additional support to provide quality service.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures August 2002

3. Specifically Reserved Board Authority

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

g. Position Authorizations

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

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

- (a) position title;
- (cc) type of position;
- (dd) FTE
- (ee) Term of appointment;
- (ff) Effective date;
- (gg) approximate salary range;
- (hh) funding source;
- (ii) area or department of assignment;
- (jj) a description of the duties and responsibilities of the position; and
- (kk) a complete justification for the position

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

h. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

h. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

i. The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

A request by Boise State University for new positions, changes in positions, and deletion of positions.

BACKGROUND

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

DISCUSSION

Boise State University requests approval to:

- create seven (7) new classified positions (7.0 FTE), eight (8) new professional positions (7.75 FTE), and one (1) new faculty position (1.0 FTE); supported by local, state and grant funds;
- change one (1) classified position from 9 to 12 months (1.0 FTE), supported by state funds;
- change one (1) professional and three (3) classified positions from .5 to 1.0 FTE (4.0 FTE), supported by local and state funds;
- change two (2) professional positions from 10 to 11 months (2.0 FTE) supported by local funds;
- delete two (2) classified positions(1.5 FTE) and eight (8) professional (8.0 FTE) positions that were supported by local and state funds.

IMPACT

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

STAFF COMMENTS

Board staff has reviewed these agenda items for conformance with Board policy.

BOARD ACTION

A motion to approve the request by Boise State to add sixteen (16) new positions (15.75 FTE); to change title, term, salary and FTE for seven (7) positions (7.0 FTE); and to delete ten (10) positions (9.5 FTE) as detailed in the Human Resources agenda.

Moved by _____ Seconded by _____ Carried Yes____ No____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

NEW POSITIONS
OTHER

Position Title	Maintenance Craftsman
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	\$19,074
Funding Source	Appropriated Funds
Area/Department of Assignment	Facilities Operations and Maintenance
Duties and Responsibilities	HVAC system maintenance
Justification of Position	Reorganization of HVAC work assignments requires addition of position to allow more focus on preventive maintenance of HVAC systems.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 6, 2004
Salary Range	\$21,445
Funding Source	Local Funds
Area/Department of Assignment	Extended Studies
Duties and Responsibilities	Clerical responsibilities for Center for Professional Development.
Justification of Position	To centralize specific credit and non-credit program offerings; build and accelerate establishment of an executive development program; and provide specialized public administration, science, health and engineering related program offerings under the auspices of Extended Studies necessitates the creation of this new position.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Professional Development Specialists (2 positions)
Type of Position	Professional Staff
FTE	1.0 FTE each
Term of Appointment	12 month
Effective Date	June 20, 2004
Salary Range	up to \$55,000
Funding Source	Local Funds
Area/Department of Assignment	Extended Studies
Duties and Responsibilities	Develop and implement both non-credit and credit programs for professional audiences. One position will specialize in technology, science, and engineering and the other position will specialize in public administration and health sciences.
Justification of Position	To centralize specific credit and non-credit program offerings; build and accelerate establishment of an executive development program; and provide specialized public administration, science, health and engineering related program offerings under the auspices of Extended Studies necessitates the creation of these new positions.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Assistant Dean
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 20, 2004
Salary Range	up to \$75,000
Funding Source	Appropriated .75 FTE; Local .25 FTE
Area/Department of Assignment	Extended Studies
Duties and Responsibilities	Create and implement professional and technical discipline-related programs. Develop and administer program budgets, supervise professional development specialists and provide leadership in planning and implementing offerings.
Justification of Position	To centralize specific credit and non-credit program offerings; build and accelerate establishment of an executive development program; and provide specialized science, health and engineering related program offerings under the auspices of Extended Studies necessitates the creation of this new position.
Position Title	Development Director
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	May 1, 2004
Salary Range	\$45,000
Funding Source	Local Funds
Area/Department of Assignment	University Advancement
Duties and Responsibilities	Raise funds for Boise State through private, corporate, and foundation donations.
Justification of Position	Assist with increased emphasis on fund raising.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Coordinator, Outdoor Program
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June/July 1, 2004
Salary Range	\$32,011
Funding Source	Local Funding
Area/Department of Assignment	Campus Recreation
Duties and Responsibilities	General supervision of the equipment rental program and indoor climbing facility.
Justification of Position	This position will allow offering quality customer service, expand rental operations, provide oversight of the new climbing gym and continue leadership development.
Position Title	Youth Program Coordinator
Type of Position	Professional
FTE	.75 FTE
Term of Appointment	10 month
Effective Date	April 26, 2004
Salary Range	\$25,545
Funding Source	Local Funds
Area/Department of Assignment	Morrison Center
Duties and Responsibilities	Develop a theatre series for Treasure Valley elementary students. Oversee all aspects and administration of the youth series.
Justification of Position	Provide a community service and appreciation of theatre for elementary students in the community.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Director
Type of Position	Research Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2004
Salary Range	\$90,000
Funding Source	Grants 50%; Appropriated 50%
Area/Department of Assignment	Center for the Investigation of the Shallow Subsurface
Duties and Responsibilities	Provide oversight and administrative responsibilities for the Center. Responsible for budget, grant writing, and projects associated with the Center.
Justification of Position	Current director will revert to a faculty position. A permanent director position is being created.
Position Title	Assistant Strength and Conditioning Coach
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	\$30,000
Funding Source	Local Funding
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Assist with educating student-athletes on proper lifting techniques of free weights and machine lifting. This position will emphasize training for skiing, tennis, golf, soccer, basketball, gymnastics, track and volleyball.
Justification of Position	This position is required to expand the hours of the weight room during the academic year and the summer. This position will also assist Boise State to remain in compliance with Title IX and Gender Equity by providing a more diverse coach that can work with sports specific needs and programming.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Director of Compliance
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	up to \$45,000
Funding Source	Local Funding
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Assist with monitoring procedures of athletic recruitment, financial aid, amateurism, playing and practice seasons, and eligibility for 18 intercollegiate sports and all prospective student-athletes.
Justification of Position	Increased demands in NCAA compliance combined with the addition of women's sports have necessitated the creation of this position.
Position Title	Custodian (2 positions)
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2004
Salary Range	\$15,413
Funding Source	Local Funding
Area/Department of Assignment	Student Housing
Duties and Responsibilities	Cleaning, trash removal, and custodial maintenance in residence halls and apartments.
Justification of Position	New residence halls and apartments are under construction and will require staff for cleaning and maintenance.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Maintenance Craftsmen Sr. (2 positions)
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2004
Salary Range	\$21,445
Funding Source	Local Funding
Area/Department of Assignment	Student Housing
Duties and Responsibilities	Plumbing, electrical, HVAC, general repair, and light carpentry for the residence halls and apartments.
Justification of Position	New residence halls and apartments are under construction and will require staff for cleaning and maintenance.

Position Title	Landscape Technician
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2004
Salary Range	\$17,014
Funding Source	Local Funding
Area/Department of Assignment	Student Housing
Duties and Responsibilities	Grounds duties surrounding the current residence halls and the new residence halls under construction
Justification of Position	New residence halls and apartments are under construction and will require staff for cleaning and maintenance.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

CHANGE IN POSITIONS
OTHER

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	.5 FTE
Term of Appointment	from 9 to 12 month
Effective Date	May 1, 2004
Salary Range	additional funding of \$1,620
Funding Source	Appropriated Funds
Area/Department of Assignment	Geosciences
Duties and Responsibilities	Administrative support for academic programs.
Justification of Position	Demands in workload over the summer necessitate continuance of this position during the summer.
Position Title	Grants Accountant
Type of Position	Professional Staff
FTE	from .5 to 1.0 FTE
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	additional funding of \$17,500
Funding Source	Appropriated Funds
Area/Department of Assignment	Center for the Investigation of the Shallow Subsurface
Duties and Responsibilities	Accounting responsibilities for grants received by this Center.
Justification of Position	With the increase in funding from grants, this position must be increased to 1.0 FTE to comply with federal and grant agencies' accounting requirements.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Event Coordinator
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	from 10 to 11 month
Effective Date	August 1, 2004
Salary Range	additional funding of \$3,696
Funding Source	Local Funding
Area/Department of Assignment	Morrison Center
Duties and Responsibilities	Provide all staging technical requirements and act as liaison between the Morrison Center and leasees for the staging of productions.
Justification of Position	Maintenance needs must be done during the summer months to prepare for upcoming season. The additional month will allow for the required maintenance.
Position Title	Audio/Electronics Engineer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	from 10 to 11 month
Effective Date	August 1, 2004
Salary Range	additional funding of \$3,902
Funding Source	Local Funding
Area/Department of Assignment	Morrison Center
Duties and Responsibilities	Provide all audio and computer technical requirements and act as liaison between the Morrison Center and the leasees for all audio and computer needs.
Justification of Position	Maintenance needs must be done during the summer months to prepare for upcoming season. The additional month will allow for the required maintenance.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	from .5 to 1.0 FTE
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	additional funding of \$11,991
Funding Source	Appropriated Funding
Area/Department of Assignment	Provost and Vice President for Academic Affairs
Duties and Responsibilities	Web design/maintenance, accounting responsibilities, policy and procedure development and maintenance, and clerical responsibilities for the Office of the Provost.
Justification of Position	Reorganization of the President's and Provost's Offices requires this position's change to full time.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	from .5 to 1.0 FTE
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	additional funding of \$13,000
Funding Source	Local Funding
Area/Department of Assignment	Human Resource Services
Duties and Responsibilities	Assistant and clerical support for the Executive Director of Human Resource Services.
Justification of Position	This position has been filled full time on temporary funds. To maintain continuity, this position will be established permanently at 1.0 FTE.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Technical Records Specialist I
Type of Position	Classified
FTE	from .5 to 1.0 FTE
Term of Appointment	12 month
Effective Date	April 26, 2004
Salary Range	additional funding of \$10,723
Funding Source	Local Funding
Area/Department of Assignment	Human Resource Services
Duties and Responsibilities	Provides technical support for the benefits area in Human Resources.
Justification of Position	This position has been filled full time on temporary funds. To maintain continuity, this position will be established permanently at 1.0 FTE.

DELETION OF POSITIONS
OTHER

Position Title	Web Design Specialist
Type of Position	Classified
FTE	.5 FTE
Term of Appointment	12 month
Effective Date	June 6, 2004
Salary Range	\$15,860
Funding Source	Appropriated
Area/Department of Assignment	Geosciences
Duties and Responsibilities	Web design/maintenance for the Department of Geosciences.
Justification of Deletion	Funded from salary savings. Funding is no longer available for this position.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 6, 2004
Salary Range	\$24,086
Funding Source	Local Funds
Area/Department of Assignment	Center for Management Development
Duties and Responsibilities	Provide clerical responsibilities for non-credit unit under the College of Business and Economics
Justification of Deletion	Executive Council, College of Business and Economics elected to phase out this program due to narrow program scope and loss of revenues.
Position Title	Director
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 19, 2004
Salary Range	\$75,504
Funding Source	Local Funds
Area/Department of Assignment	Center for Management Development
Duties and Responsibilities	Provide administrative responsibilities and oversight for non-credit offerings through the Center for business-related training.
Justification of Deletion	Executive Council, College of Business and Economics elected to phase out this program due to narrow program scope and loss of revenues.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Assistant Director
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 19, 2004
Salary Range	\$35,693
Funding Source	Local Funds
Area/Department of Assignment	Center for Management Development
Duties and Responsibilities	Provide budgetary and accounting needs and brochure development for the Center.
Justification of Deletion	Executive Council, College of Business and Economics elected to phase out this program due to narrow program scope and loss of revenues.
Position Title	Trainer (2 positions)
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 19, 2004
Salary Range	\$49,837 and \$47,029
Funding Source	Local Funds
Area/Department of Assignment	Center for Management Development
Duties and Responsibilities	Training of non-credit courses for the Center. Develop training materials and evaluate needs of clients for future training needs.
Justification of Position	Executive Council, College of Business and Economics elected to phase out this program due to narrow program scope and loss of revenues.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Program Manager (2 positions)
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 19, 2004
Salary Range	\$33,378 and \$31,824
Funding Source	Local Funds
Area/Department of Assignment	Center for Management Development
Duties and Responsibilities	Provide program management for non-credit programs and market current and new programs to clients.
Justification of Deletion	Executive Council, College of Business and Economics elected to phase out this program due to narrow program scope and loss of revenues.
Position Title	Director
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 19, 2004
Salary Range	\$82,992
Funding Source	Local Funding
Area/Department of Assignment	Auxiliary Services
Duties and Responsibilities	Provide administrative oversight and supervision of all auxiliary services under the auspices of the Vice President for Student Affairs.
Justification of Position	Reorganization of the Vice President for Student Affairs division and Auxiliary Services allowed for deletion of this position and consolidation of duties to other positions.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22-23, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY-continued

Position Title	Business Manager
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 19, 2004
Salary Range	\$60,695
Funding Source	Local Funding
Area/Department of Assignment	Auxiliary Services
Duties and Responsibilities	Business Manager of all auxiliary services under the auspices of the Vice President for Student Affairs.
Justification of Position	Reorganization of the Vice President for Student Affairs division and Auxiliary Services allowed for deletion of this position and consolidation of duties to other positions.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures August 2002

3. Specifically Reserved Board Authority

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

i. Position Authorizations

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

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

- (a) position title;
- (ll) type of position;
- (mm) FTE
- (nn) Term of appointment;
- (oo) Effective date;
- (pp) approximate salary range;
- (qq) funding source;
- (rr) area or department of assignment;
- (ss) a description of the duties and responsibilities of the position; and
- (tt) a complete justification for the position

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

- j. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.
- j. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

The procedures established for periodic performance review of tenured faculty members. (see subsection G.)