

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

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

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.B.3

BACKGROUND

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

DISCUSSION

Boise State University requests approval for:

- creation of ten (10) new classified, faculty & professional positions (8.75 FTE) supported by appropriated and local funds.
- changes in four (4) (3 classified, 1 professional) positions (from 3.50 to 4.0 FTE) supported by appropriated and local funds.
- deletion of one(1) classified position (1.0 FTE) supported by appropriated funds.
- appointment of Sona Karentz Andrews as Provost and Vice President for Academic Affairs (1.0 FTE) at a salary equal to or greater than 75% of the president's base salary supported by appropriated funds (p. 10).

IMPACT

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

STAFF COMMENTS

The requests have been reviewed and are consistent with Board policy. Several of the positions are to accommodate increased enrollment; additional appropriated or local revenues fund the positions. Additionally, BSU is reporting the hiring of a new Provost/Vice President for Academic Affairs.

Several of these new positions have an effective date prior to the August Board meeting. Institutional representatives may wish to comment upon this situation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

BOARD ACTION

A motion to approve the request by Boise State University for ten new positions (8.75 FTE); term, salary and FTE changes to four positions (4.0 FTE), deletion of one position (1.0 FTE), and to appoint Sona Karentz Andrews as Provost and Vice President for Academic Affairs (1.0 FTE) at a salary equal to or greater than 75% of the president's base salary.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

NEW POSITIONS

Position Title	Web Design Specialist
Type of Position	Classified
FTE	.50 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$15,860
Funding Source	Local
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Assistance with web design/maintenance for the Boise State Home page and accompanying web pages as well as training/assistance for offices on campus.
Justification of Position	Increased workload as a result of increasing demand for web-related support from departments campus-wide.

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$21,445
Funding Source	Local
Area/Department of Assignment	Development/Foundation
Duties and Responsibilities	Provide clerical support for development directors.
Justification of Position	The Foundation is going to hire an additional development director. This position will assist the development director with cultivating existing donors and maintaining regular contacts with potential donors.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Associate Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	9 month
Effective Date	August 18, 2004
Salary Range	\$58,000
Funding Source	Appropriated
Area/Department of Assignment	Biology Department
Duties and Responsibilities	Teaching within the Biology Department.
Justification of Position	Increase in demand for Biology courses has necessitated the creation of this position.

Position Title	Trainer (2 positions)
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$45,000
Funding Sour	Local
Area/Department of Assignment	Division of Extended Studies
Duties and Responsibilities	Training 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 these two positions.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Grant Writer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$51,700
Funding Source	Local
Area/Department of Assignment	Development/Foundation
Duties and Responsibilities	Identify needs, gather needed data, review various possible funding sources and write appropriate proposals to be considered by foundations and private businesses.
Justification of Position	Funding opportunities are being overlooked because Boise State does not have a grant writer on staff with University Development to target fundraising opportunities.

Position Title	Grants Accountant
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 21, 2004
Salary Range	\$34,000
Funding Source	Local
Area/Department of Assignment	Administrative Accounting
Duties and Responsibilities	Accountant for grants and sponsored projects.
Justification of Position	Research is continuing to be emphasized and grow at Boise State. To comply with federal, state, and agency accounting regulations, this position is needed to be created to handle the increased workload.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Assistant Manager
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$39,500
Funding Source	Local
Area/Department of Assignment	Purchasing
Duties and Responsibilities	Daily supervision of employees and the operations of Purchasing. Write technical RFPs and coordinate major purchasing expenditures and contracts with the State Department of Purchasing.
Justification of Position	New buildings, systems, research grants, IT environment, and administrative initiatives have impacted the unprecedented growth in Purchasing. This growth requires the addition of another staff member in this area.

Position Title	Director, Social Science Research Center
Type of Position	Professional
FTE	.5 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$25,000
Funding Source	Local 57%; Appropriated 43%
Area/Department of Assignment	Public Policy and Administration Department
Duties and Responsibilities	Conducting the Annual Public Policy Survey and other public policy related activities.
Justification of Position	The Idaho State Board of Education has designed public affairs as a primary emphasis area for Boise State. The Social Science Research Center will play an integral role in the fulfillment of this emphasis. Creation of the position will allow this center to fulfill this primary emphasis area.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Position Title	IT Support Technician
Type of Position	Classified
FTE	.75 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$17,987
Funding Source	Local
Area/Department of Assignment	Student Recreation Center
Duties and Responsibilities	Provide IT support and maintenance for REC Trac, the software used at the Student Recreation Center facility to maintain scheduling of classes, memberships, etc.; troubleshoot hardware problems; and assist the Student Affairs Network Administrator in his network activities.
Justification of Position	With the upcoming changes at the Student Health Center, Student Support Building, and Student Housing, the Student Affairs Network Administrator will not have the time to commit to the REC Trac software/hardware. This position is needed to maintain the IT needs of this center.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Maintenance Craftsman
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$19,074
Funding Source	Local
Area/Department of Assignment	Student Recreation Center
Duties and Responsibilities	Provide facility and miscellaneous maintenance to the new Student Recreation Center.
Justification of Position	Due to construction problems there are minor problems and daily maintenance issues in the Student Recreation Center. There has been a maintenance foreman position that is split between the Pavilion and the Student Recreation Center. Because of outstanding issues, a full-time position needs created.

CHANGES IN POSITIONS

Position Title	Receptionist
Type of Position	Classified
FTE	from .75 to 1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$4,087
Funding Source	Local
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Responsible for Bronco Card, service requests for OIT services, and switchboard operation.
Justification of Position	Bronco Card is being transferred from Auxiliary Services to OIT. This will require additional staffing in OIT.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Custodian
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	from 9 to 12 month
Effective Date	August 1, 2004
Salary Range	\$4,009
Funding Source	Local
Area/Department of Assignment	Morrison Center
Duties and Responsibilities	Provide custodial services in the Morrison Center.
Justification of Position	With the increased volume of scheduled dates booked in the Morrison Center for FY05, needed maintenance in the hall must be performed over the summer.

Position Title	Management Assistant
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	from 10 to 12 month
Effective Date	August 1, 2004
Salary Range	\$7,245
Funding Source	Appropriated
Area/Department of Assignment	Nursing
Duties and Responsibilities	Assistance with student recruitment, admission, budgeting and clinical facility/laboratory space planning as well as supervision of four classified staff within the Nursing Department.
Justification of Position	Reinstate this position back to 12 months. With the substantial increase in students served over the last two to three years, the need for this position is constant year round.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Position Title	Youth Program Coordinator
Type of Position	Professional
FTE	from .75 to 1.0 FTE
Term of Appointment	10 month
Effective Date	August 1, 2004
Salary Range	\$6,630
Funding Source	Local
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. This position was created at .75 FTE in error. It should have been initially created at 1.0 FTE.

DELETION OF POSITION

Position Title	Office Specialist II
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$19,074
Funding Source	Appropriated
Area/Department of Assignment	School of Social Work
Duties and Responsibilities	Clerical responsibilities for the School of Social Work.
Justification of Deletion	The School of Social Work is adequately staffed. Better use of the funds can be made by converting this line to a part-time academic position.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

**SALARY EQUAL TO/GREATER THAN 75% OF CHIEF EXECUTIVE OFFICER BASE
SALARY**

Sona Karentz Andrews	
Position Title	Provost and Vice President for Academic Affairs and Professor
Type of Position	Faculty employed with tenure
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2004
Salary Range	\$150,000
Funding Source	Appropriated
Area/Department of Assignment	Provost
Duties and Responsibilities	Oversight of all academic affairs within the University.
Justification:	With the retirement of the current Provost, this position must be filled for the smooth operation of the University.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 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.)

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of new positions, change in position, and deletion of positions.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.B.3.

BACKGROUND

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

DISCUSSION

Idaho State University is requesting approval for:

- four (4) new faculty positions (3.75 FTE) supported by state, local and grant funds;
- one (1) new professional staff position (1.0 FTE) supported by state and local funds;
- authorization to increase the FTE on one (1) classified position (1.0 FTE) supported by state funds;
- the deletion of one classified position (.5 FTE) supported by state funds.

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

The requests have been reviewed and are consistent with Board policy. Several of the positions are to accommodate increased enrollment; additional state, federal or local revenues fund the positions.

BOARD ACTION

A motion to approve the request by Idaho State University for five (5) positions (4.75 FTE), to increase the FTE on one (1) position (1.0 FTE), and to delete one (1) position (.50 FTE).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

NEW POSITIONS
ACADEMIC

Position Title	Research Professor
Type of Position	Faculty
FTE	.75
Term of Appointment	12 month
Effective Date	August 16, 2004
Salary Range	\$111,384.00
Funding Source	Grant Funds
Area/Department of Assignment	Idaho Accelerator Center
Duties and Responsibilities	Serve as principal investigator for the High-Intensity Pulsed Radiation Facility for Chem/Bio Defense grant.
Justification of Position	To provide support for the management of the grant from the Department of Defense.

Position Title	Associate Dean for Graduate Studies & Faculty Assistant for Special Projects
Type of Position	Faculty
FTE	1.0
Term of Appointment	12 month
Effective Date	August 16, 2004
Salary Range	\$72,446.40
Funding Source	State Funds
Area/Department of Assignment	Center for Teaching & Learning and Graduate Studies
Duties and Responsibilities	Responsible for the Honors program, Freshman Seminar and CLASS (Clustered Learning to Achieve Student Success) program.
Justification of Position	To provide additional administrative support for Graduate Studies and special projects.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 16, 2004
Salary Range	\$40,000.00
Funding Source	State Funds
Area/Department of Assignment	Sport Science and Physical Education
Duties and Responsibilities	Teach classes in sport science and physical education.
Justification of Position	To provide additional faculty support to meet course demands. The duties of this position have been previously performed by temporary, part-time employees.

Position Title	Physical Education Activity Course (PEAC) Coordinator/Instructor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 16, 2004
Salary Range	\$26,000.00
Funding Source	Local Funds
Area/Department of Assignment	Sport Science and Physical Education
Duties and Responsibilities	Coordinate and administer PEAC program, including course scheduling, hiring/supervising adjunct instructors, coordinate outreach programs, teach courses and evaluate program.
Justification of Position	To provide additional faculty/administrative support for the PEAC Program.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Position Title	Director of Events
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	September 1, 2004
Salary Range	\$100,000.00
Funding Source	Local & State Funds
Area/Department of Assignment	Executive
Duties and Responsibilities	Responsible for planning, directing, promoting, and facilitating events at Holt Arena, the L.E. & Thelma E. Stephens Performing Arts Center, Frazier Hall, and other venues at ISU. Duties include administrative and professional promotional work in directing operations and providing services to the public; determine policies, plan programs and develop, administer, organize and promote programs.
Justification of Position	To provide professional administrative support for ISU events.

**CHANGE IN POSITIONS
OTHER**

Position Title	Library Assistant 2
Type of Position	Classified
FTE	change from .50 to 1.0 FTE
Term of Appointment	12 month
Effective Date	August 16, 2004
Salary Range	\$23,982.40
Funding Source	State Funds
Area/Department of Assignment	Library
Duties and Responsibilities	Perform paraprofessional library work involving service to patrons, maintenance of library collection and database, acquisition, cataloging, interlibrary loan; provides leadwork in specialized library function.
Justification of Position	To combine two half-time positions to create one full-time position (See deleted Library Assistant 1 position below).

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

**DELETED POSITIONS
OTHER**

Position Title	Library Assistant 1 (PCN 40511)
Type of Position	Classified
FTE	.50
Term of Appointment	12 month
Effective Date	August 16, 2004
Salary Range	\$10,722.40
Funding Source	State Funds
Area/Department of Assignment	University Library

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of multi-year employment agreements for three head coaching personnel and for the Director of Athletics.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II. H.1.

BACKGROUND

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

DISCUSSION

Idaho State University is requesting approval for fixed-term appointments for the following individuals:

- a three-year, ten-month employment agreement for Jon Newlee, Head Coach, Women's Basketball (see Exhibit 1);
- a three-year employment agreement for Mark Salisbury, Head Soccer Coach (see Exhibit 2);
- a three-year, six-month employment agreement for Mike Welch, Head Volleyball Coach (see Exhibit 3);
- a three-year employment agreement for Jim Senter, Director of Intercollegiate Athletics (see Exhibit 4). Each position is funded by state appropriated funds.

IMPACT

These contracts will provide a stable coaching environment for the respective programs as well as stability and consistency for the Athletic Department as a whole.

STAFF AND COMMENTS AND RECOMMENDATIONS

The requests have been reviewed and are consistent with Board policy regarding multi-year contracts. Idaho State University has provided a summary for each contract to describe how that contract differs from the Board's model contract, and has provided a "red line" version of the contract. Board staff has a copy of the final version for review if necessary.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

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

BOARD ACTIONS

1. A motion to approve the request by Idaho State University for a multi-year employment agreement for the Head Women's Basketball Coach (1.0 FTE), Jon Newlee, supported by state funds..

Moved by _____ Seconded by _____ Carried Yes _____ No _____

2. A motion to approve the request by Idaho State University for a multi-year employment agreement for the Head Soccer Coach (1.0 FTE), Mark Salisbury, supported by state funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

3. A motion to approve the request by Idaho State University for a multi-year employment agreement for the Head Volleyball Coach (1.0 FTE), Mike Welch, supported by state funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

4. A motion to approve the request by Idaho State University for a multi-year employment agreement for the Director of Intercollegiate Athletics (1.0 FTE), Jim Senter, supported by state funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

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

August 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.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Jon Newlee	(Exhibit 1)
Position Title	Head Women's Basketball Coach
FTE	1.0
Term	46 months
Term of Contract	July 1, 2004 – May 1, 2008
Annual Salary	\$69,000.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See attached Exhibit 1, Article 3.2.

EXHIBIT 1 - Summary

1	JON NEWLEE (HEAD WOMEN'S BASKETBALL COACH) MULTI-YEAR CONTRACT CHANGES		
2	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
3	3.1.1. Regular Compensation	3.1.1.(d) Regular Compensation; language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program
4	3.2. Supplemental Compensation	3.2. Supplemental Compensation; language added	Language specifies compensation for team performance and measurable academic achievement
5	3.2.5. Supplemental Compensation Media Language	3.2.5. Supplemental Compensation Media Language; modified language	ISU currently maintains no media contract for this sport, but provides conditional language in the event a media contract becomes available.
6	3.2.6. Summer Camp Operated by University	3.2.6. Summer Camp Operated by University; language added	University has decided to provide a University-operated summer camp only. Coach has the right to direct net revenues from summer camps to be used to enhance the budget of the Women's Basketball Program.
7	3.2.7. Language specifying Footwear/Apparel Contract	3.2.7. Footwear/Apparel Contract; language deleted	ISU currently maintains no footwear/apparel contracts for this sport, but the provision allows for that eventuality.
8	5.2.3.-5.3.3. Termination of Coach for Convenience	5.2.3., 5.3.3., and 5.3.4. Termination of Coach for Convenience; language deleted	Strikeout language referencing liquidated damages provision because Coach has already served at the University for 2+ years and is compensated in the lower tier of the conference.
9	6.16. Opportunity to Consult With Attorney	6.16. Opportunity to Consult with attorney; language added	Additional language added "and has not relied upon the advice of legal counsel acting on behalf of the University".

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 1

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Jon Newlee, Women's Head Basketball Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's 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 3.2.1 through 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, ten (10) months, commencing on July 1, 2004, and terminating, without further notice to Coach, on May 1, 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 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 1

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 \$69,000.00 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 in accordance with University policy, 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.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Basketball Coach through the Courtesy Car Program as assigned by the Director.

3.2. Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.2. Each year the Team wins the Big Sky Conference Women's Basketball Tournament (and the subsequent automatic NCAA Conference berth at the conclusion of the regular season), the University shall pay to Coach one week's pay of Coach's Annual Salary.

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Exhibit 1

In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1st win	\$ 1,000
Round 2	32 teams	2nd win	\$ 2,000
Round 3	16 teams	3rd win	\$ 4,000
Round 4	8 teams	4th win	\$ 6,000
Round 5	4 teams	5th win	\$ 8,000
Round 6	2 teams	6th win	\$10,000
Possible bonus computation total			\$31,000
for winning National Championship.			

3.2.3. In the event the Team, competes in the WNIT Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	32 teams	1st win	\$ 1,000
Round 2	16 teams	2nd win	\$ 2,000
Round 3	8 teams	3rd win	\$ 3,000
Round 4	4 teams	4th win	\$ 4,000
Round 5	2 teams	5th win	\$ 5,000
Possible bonus computation total			\$15,000
for winning WNIT National Championship.			

3.2.4. Coach will be eligible to receive supplemental compensation (non cumulative) for winning the following number of regular season basketball games:

20 Wins	\$1,000
21 Wins	\$2,000
22 Wins	\$3,000
23 Wins	\$4,000
24 Wins	\$5,000
25 Wins	\$6,000
26 Wins	\$7,000
27 Wins	\$8,000

Each year Coach shall be eligible to receive supplemental compensation of one week's pay for each of the following academic and conduct achievements of Team members:

(1) the cumulative GPA of the entire Team as computed at the end of the academic year is 3.0 or higher; (2) the retention rate for all freshman through junior

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Exhibit 1

Team members who are scholarship athletes is 80% or higher; (3) the graduation rate is 75% or higher for all Team members who have exhausted eligibility in any given academic year. The detailed and specific methods for computing eligibility of Coach, for the above-mentioned supplemental compensation shall be set forth in the Head Coach section of the Idaho State University Athletic Department Policies and Procedures manual; and (4) acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director.

3.2.5. ~~The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) 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 (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets. If the opportunity becomes available, the Coach may participate in radio or television broadcast programs and may receive additional compensation therefore. Any such participation shall be at the direction of the Director and the University.~~

3.2.6. Summer Camp Operated by University. Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's Women's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer Women's Basketball camps, the University shall pay Coach the net revenues

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Exhibit 1

resulting from each summer camp as supplemental compensation during each year of his employment as Head Women's Basketball Coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Basketball program.

~~_____ (Summer Camp Operated by Coach) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

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Exhibit 1

- ~~h) The Coach or the private enterprise 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;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s);~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.~~

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 hereto.

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 picture or video camera or posing for photographs in their capacity as representatives of University. ~~Coach recognizes that the University is negotiating or has entered into an agreement with _____ 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, 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 Women's Basketball Coach. In order to avoid entering into an agreement with a competitor of, 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

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IDAHO STATE UNIVERSITY-continued

Exhibit 1

endorse any athletic footwear, apparel and/or equipment products, 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:

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;

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

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Exhibit 1

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 and procedures of the Athletic Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky 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.

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.

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IDAHO STATE UNIVERSITY-continued

Exhibit 1

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 be unreasonably 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, with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

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

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Exhibit 1

- 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

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Exhibit 1

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 reasonable 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 reasonable 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
IDAHO STATE UNIVERSITY-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 _____, the sum of \$30,000; (b) if the Agreement is terminated between _____ and inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between _____ and inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.~~

5.3.4. 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-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 1

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

5.7. Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved by the State Board of Education 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 State Board of Education, 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 State Board of Education and University's rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the University vehicle 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
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Exhibit 1

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:

Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

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INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 1

with a copy to: President
 Campus Box 8310
 Idaho State University
 Pocatello, ID 83209-8410

the Coach: Jon Newlee or Last known address on file with
 Campus Box 8173 University Human Resources
 Idaho State University
 Pocatello, ID 83209-8173

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 the 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 and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Exhibit 1

UNIVERSITY

COACH

RICHARD L. BOWEN Date

JON NEWLEE Date

Approved by the Board of Trustees on this _____ day of _____, 20_____

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

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Mark Salisbury	(Exhibit 2)
Position Title	Head Soccer Coach
FTE	1.0
Term	36 months
Term of Contract	February 16, 2004 – January 31, 2007
Annual Salary	\$53,000.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See attached Exhibit 2, Article 3.2.

1	MARK SALISBURY (HEAD WOMEN'S SOCCER COACH) MULTI-YEAR CONTRACT CHANGES		
2	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
3	3.1.1. Regular Compensation	3.1.1.(d) Regular Compensation; language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program.
4	3.2. Supplemental Compensation	3.2. Supplemental Compensation; language added	Language specifies compensation for team performance and measurable academic achievement.
5	3.2.5. Supplemental Compensation Media Language	3.2.5. Supplemental Compensation Media Language; modified language	ISU currently maintains no media contract for this sport, but provides conditional language in the event a media contract becomes available.
6	3.2.6. Summer Camp Operated by University	3.2.5. Summer Camp Operated by University; language added	University has decided to provide a University-operated summer camp only. Coach has the right to direct net revenues from summer camps to be used to enhance the budget of the Women's Soccer Program.
7	3.2.7. Language specifying Footwear/Apparel Contract	3.2.7. Footwear/Apparel Contract; language deleted	ISU currently maintains no footwear/apparel contracts for this sport, but the provision allows for that eventuality.
8	5.2.3. Termination of Coach for Convenience of University	5.2.3. Termination of Coach for Convenience of University; language deleted	Strikeout language referencing representation by legal counsel in the contract negotiations, as it is referenced in Section 6.16.
9	5.3.4. Termination by Coach for Convenience	5.3.4. Termination by Coach for Convenience; language deleted	Strikeout of language referencing representation by legal counsel in the contract negotiations, as it is referenced in Section 6.16.
10	6.16. Opportunity to Consult With Attorney	6.16. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of legal counsel acting on behalf of the University".

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 2

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Mark Salisbury, Head Women's Soccer Coach (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on February 16, 2004, and terminating, without further notice to Coach, on January 31, 2007, 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 the University's Board. 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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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 \$53,000.00 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;
- c) The opportunity to receive such employee benefits in accordance with University policy, 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; and
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Soccer Coach through the Courtesy Car Program as assigned by the Director.

3.2. Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.2. Each year the Team wins the Big Sky Conference Soccer Tournament (and the subsequent automatic NCAA Conference berth at the conclusion of the regular season), the University shall pay to Coach one week's pay of Coach's Annual Salary.

In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA College Cup Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

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Exhibit 2

Round 1	64 teams	1st win	\$1000
Round 2	32 teams	2nd win	\$2000
Round 3	16 teams	3rd win	\$3000
Round 4	8 teams	4th win	\$4,000
Round 5	4 teams	5th win	\$5,000
Round 6	2 teams	6th win	\$6000
Possible bonus computation total			\$21,000
<u>for winning National Championship.</u>			

3.2.3. Each year the Team is ranked in the top 10 in the regional NSCAA rankings during the season, the University shall pay Coach supplemental compensation in an amount equal to one week's pay 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.

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

(1) the cumulative GPA of the entire Team as computed at the end of the academic year is 3.0 or higher; (2) the retention rate for all freshman through junior Team members who are scholarship athletes is 80% or higher; (3) the graduation rate is 80% or higher for all Team members who have exhausted eligibility in any given academic year. The detailed and specific methods for computing eligibility of Coach for the above-mentioned supplemental compensation shall be set forth in the Head Coach section of the Idaho State University Athletic Department Policies and Procedures manual; (4) acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director.

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Exhibit 2

3.2.5 ~~The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) 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 (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets. If the opportunity becomes available, the Coach may participate in radio or television broadcast programs and may receive additional compensation therefore. Any such participation shall be at the direction of the Director and the University.~~

3.2.6. Summer Camp Operated by University. Coach agrees that the University has the exclusive right to operate youth soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's soccer 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 soccer camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as Head Women's Soccer Coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Soccer program.

~~Summer Camp Operated by Coach. Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

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Exhibit 2

- a) ~~The summer youth camp operation reflects positively on the University (College) and the Department;~~
- b) ~~The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- c) ~~Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- d) ~~The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- e) ~~The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- f) ~~The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- g) ~~Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- h) ~~The Coach or the private enterprise 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;~~
- i) ~~To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s);~~

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j) ~~All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.~~

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 hereto.

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 is negotiating or has entered into an agreement with _____ 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 company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such company, 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 Women's Soccer Coach. In order to avoid entering into an agreement with a competitor of such 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. Coach further agrees that Coach will not endorse any athletic footwear, apparel, equipment, and products, including such company, and will not participate in any messages or promotional appearance 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

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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;

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 and procedures of the Athletic Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference of which the University is a member.

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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.

4.6. 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 be unreasonably withheld.

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Exhibit 2

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, with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

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

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- 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

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.

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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 reasonable 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 reasonable 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 termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

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

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

5.3.3. If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before February 1, 2005, the sum of \$6,000.00; if the Agreement is terminated between February 1, 2005 and January 31, 2006, the sum of \$4,000.00; (c) if the Agreement is terminated between February 1, 2006 and January 31, 2007, the sum of \$2,000.00. The liquidated

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damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit 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.

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Exhibit 2

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

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

5.7. Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved by the State Board of Education 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 State Board of Education, 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 State Board of Education and University's rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the University vehicle 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.

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Exhibit 2

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.

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:

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Exhibit 2

Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President
Campus Box 8310
Idaho State University
Pocatello, ID 83209-8410

the Coach: Mark Salisbury or Last known address on file with
Campus Box 8173 University Human Resources
Idaho State University
Pocatello, ID 83209-8173

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 the University's Board of Trustees.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Exhibit 2

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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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

RICHARD L. BOWEN Date

MARK SALISBURY Date

Approved by the Board of Trustees on this _____ day of _____, 20

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Mike Welch	(Exhibit 3)
Position Title	Head Women's Volleyball Coach
FTE	1.0
Term	42 months
Term of Contract	July 1, 2004 – January 31, 2008
Annual Salary	\$52,811.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See attached Exhibit 3, Article 3.2.

EXHIBIT 3 - Summary

1	MIKE WELCH (HEAD WOMEN'S VOLLEYBALL COACH) MULTI-YEAR CONTRACT CHANGES		
2	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
3	3.1.1. Regular Compensation	3.1.1.(d) Regular Compensation; language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program
4	3.2. Supplemental Compensation	3.2. Supplemental Compensation; language added	Language specifies compensation for team performance and measurable academic achievement
5	3.2.6. Summer Camp Operated by University	3.2.4. Summer Camp Operated by University; language added	University has decided to provide a University-operated summer camp only. Coach has the right to direct net revenues from summer camps to be used to enhance the budget of the Women's Volleyball Program.
6	3.2.5. Supplemental Compensation Media Language	3.2.5. Supplemental Compensation Media Language; modified language	ISU currently maintains no media contract for this sport, but provides conditional language in the event a media contract becomes available.
7	3.2.7. Language specifying Footwear/Apparel Contract	3.2.6. Footwear/Apparel Contract; language deleted	ISU currently maintains no footwear/apparel contracts for this sport, but the provision allows for that eventuality.
8	5.2.3. - 5.3.3. Termination of Coach for Convenience of University	5.2.3., 5.3.3. and 5.3.4. Termination of Coach for Convenience; language deleted	Strikeout language referencing liquidated damages provision because Coach has already served at the University 2+ years and is compensated in the lower tier of the conference.
9	6.16. Opportunity to Consult With Attorney	6.16. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of legal counsel acting on behalf of the University".

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Mike Welch, Head Women's Volleyball Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Head Coach of its intercollegiate Women's Volleyball 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 the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, six (6) months, commencing on July 1, 2004, and terminating, without further notice to Coach, on January 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. 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 the 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 3

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 \$52,811.00 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 in accordance with University policy, 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.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Volleyball Coach through the Courtesy Car Program as assigned by the Director.

3.2. Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.2. Each year the Team wins the Big Sky Conference Women's Volleyball Tournament (and the subsequent automatic NCAA Conference berth at the conclusion of the regular season), the University shall pay to Coach one week's pay of Coach's Annual Salary.

In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Volleyball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

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

Exhibit 3

Round 1	64 teams	1st win	\$1,000
Round 2	32 teams	2nd win	2,000
Round 3	16 teams	3rd win	4,000
Round 4	8 teams	4th win	6,000
Round 5	4 teams	5th win	8,000
Round	2 teams	6th win	10,000
Possible bonus computation total			\$31,000
<u>for winning National Championship.</u>			

3.2.3 Coach will be eligible to receive supplemental compensation (non cumulative) for winning the following number of regular season volleyball games:

20 Wins	\$1,000
21 Wins	\$2,000
22 Wins	\$3,000
23 Wins	\$4,000
24 Wins	\$5,000
25 Wins	\$6,000
26 Wins	\$7,000
27 Wins	\$8,000

Each year Coach shall be eligible to receive supplemental compensation of one week's pay for each of the following academic achievements of Team members:

(1) the cumulative GPA of the entire Team as computed at the end of the academic year is 3.2 or higher; (2) the retention rate for all freshman through junior Team members who are scholarship athletes is 80% or higher; (3) the graduation rate is 90% or higher for all Team members who have exhausted eligibility in any given academic year. The detailed and specific methods for computing eligibility of Coach for the above-mentioned supplemental compensation shall be set forth in the Head Coach section of the Idaho State University Athletic Department Policies and Procedures manual; (4) acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director.

3.2.4. Summer Camp Operated by University. 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. In exchange for Coach's participation in the University's summer Women's volleyball

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

Exhibit 3

camp(s), the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as Head Women's Volleyball Coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Volleyball program.

~~Summer Camp Operated by Coach. Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 3

- ~~h) — The Coach or the private enterprise 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;~~
- ~~i) — To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s);~~
- ~~j) — All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.~~

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 hereto.

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) 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 (College) 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~~

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

Exhibit 3

~~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 (College)'s designated media outlets.~~ If the opportunity becomes available, the Coach may participate in radio or television broadcast programs and may receive additional compensation therefore. Any such participation shall be at the direction of the Director and the University.

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 picture or video camera or posing for photographs in their capacity as representatives of University. ~~Coach recognizes that the University is negotiating or has entered into an agreement with _____ 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, 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 Volleyball Coach. In order to avoid entering into an agreement with a competitor, 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, 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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INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 3

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 and procedures of the Athletic Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky 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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IDAHO STATE UNIVERSITY-continued

Exhibit 3

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.

4.6. 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 be unreasonably 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, 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:

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 3

- 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

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

Exhibit 3

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

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 reasonable 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 reasonable 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 3

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

5.3. Termination by Coach for Convenience.

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

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

~~5.3.3. If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before _____, the sum of \$30,000; (b) if the Agreement is terminated between _____ and inclusive, the sum of \$20,000; (c) if the Agreement is terminated between _____ and inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of termination, and any unpaid amount shall bear interest at the rate of (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~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 3

~~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.~~

5.3.3. 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-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 3

5.7. Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved by the State Board of Education 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 State Board of Education, 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 State Board of Education and University's rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the University vehicle 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.

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

Exhibit 3

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:

Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President
 Campus Box 8310
 Idaho State University
 Pocatello, ID 83209-8410

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 3

the Coach: Mike Welch or Last known address on file with
 Campus Box 8173 University Human Resources
 Idaho State University
 Pocatello, ID 83209-8173

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 the 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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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.

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

Exhibit 3

UNIVERSITY

COACH

RICHARD L. BOWEN Date

MIKE WELCH Date

Approved by the Board of Trustees on this ____ day of _____, 20

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

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Jim Senter	(Exhibit 4)
Position Title	Director
FTE	1.0
Term	36 months
Term of Contract	June 19, 2004 – June 18, 2007
Annual Salary	\$112,216.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	None

1	JIM SENTER (DIRECTOR) MULTI-YEAR CONTRACT CHANGES		
2	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
3	3.1. Regular Compensation	3.1.1.(d) Regular Compensation; language added	Additional language specifying courtesy car benefits to Director through ISU's Courtesy Car Program.
4	3.2. Supplemental Compensation	Entire 3.2. Section not included in ISU's Contract	ISU does not offer a Supplemental Compensation package to the Director of Athletics.
5	5.1.3. Termination of Coach For Cause	5.1.3. Termination of Coach for Cause; language deleted	Strikeout supplemental compensation language, as ISU does not offer Director supplemental compensation.
6	5.2.3. Termination of Director for Convenience of University	5.2.3. Termination of Director for Convenience; language deleted	Strikeout language referencing representation by legal counsel in the contract negotiations, as it is referenced in Section 6.16.
7	5.3.4. Termination by Director for Convenience	5.3.4. Termination by Director for Convenience; language deleted	Strikeout of language referencing representation by legal counsel in the contract negotiations, as it is referenced in Section 6.16.
8	5.4. Termination of Director for Convenience of University	5.4.2. Termination of Director for Convenience of University; language deleted	Strikeout supplemental compensation language, as ISU does not offer Director supplemental compensation.
9	6.16. Opportunity to Consult With Attorney	6.16. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of legal counsel acting on behalf of the University".

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IDAHO STATE UNIVERSITY-continued

Exhibit 4

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Jim Senter, Director (Director).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Jim Senter as the Director of its intercollegiate sports program (Program). Director represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Director shall report and be responsible directly to the University's President or the President's designee. Director shall abide by the reasonable instructions of the President or the President's designee and shall confer with the President or President's designee on all administrative and technical matters.

1.3. Duties. Director shall manage and supervise the Program and shall perform such other duties in the University's program as the President may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Director to duties at the University other than as Director, provided that Director's compensation and benefits shall not be affected by any such reassignment.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on June 19, 2004, and terminating, without further notice to Director, on June 18, 2007, 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 Director, 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 Director a claim to tenure in employment, nor shall Director's service pursuant to this agreement count in any way toward tenure at the University.

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Exhibit 4

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$112,216.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the 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. Director hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) Subject to availability, a courtesy car will be provided to Director during employment as Director of the Athletic Program through the Courtesy Car Program.

~~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 or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 4

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) 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 sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~

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

Exhibit 4

~~Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) 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 (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

~~**3.2.6 (SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~

~~Coach agrees that the University (College) has the exclusive right to operate youth (Sport) camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'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 (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) — The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) — The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 4

- ~~e) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise 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;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s);~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 4

j) ~~All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) 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 (College) shall be released from all obligations relating thereto.~~

~~3.2. Director 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 Director, during official practices and games and during times when Director or the Program is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with _____ to supply the University with athletic footwear, apparel and/or equipment. Director agrees that, upon the University's reasonable request, Director 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, or give a lecture at an event sponsored in whole or in part by or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Director shall retain the right to decline such appearances as Director reasonably determines to conflict with or hinder his duties and obligations as Director of the Program. In order to avoid entering into an agreement with a competitor of, Director shall submit all outside consulting agreements to the University for review and approval prior to execution. Director shall also report such outside income to the University in accordance with NCAA rules. Director further agrees that he will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY-continued

Exhibit 4

3.2. General Conditions of Compensation. All compensation provided by the University to Director is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Director participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Director, 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. Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

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

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

4.1.3. Ensure that coaches and team members observe and uphold all academic standards, requirements, and policies of the University and encourage all 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 University's employees for whom Director is administratively responsible, know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the President and the Department's Director of Compliance if Director has reasonable cause to believe that any person or entity, including without limitation representatives of the University's interests, has violated or is likely to violate any such laws, policies, rules or regulations. Director shall cooperate fully with the University and Department at all times. The names or titles of employees whom Director supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conference of which the University is a member.

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Exhibit 4

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

4.3. NCAA Rules. In accordance with NCAA rules, Director shall obtain prior written approval from the University's President for all 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 Director 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. Director shall have the responsibility and the sole authority to recommend to the President the hiring and termination of Program personnel, but the decision to hire or terminate shall be made by the President and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5. Scheduling. Director shall make decisions with respect to the scheduling of competitions for sports in the Program.

4.6. Other Employment Opportunities. Director shall not, under any circumstances, interview for, negotiate for, or accept employment as a Director at any other institution of higher education requiring performance of duties prior to the expiration of this agreement, without the prior approval of the President. Such approval shall not unreasonably be withheld.

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IDAHO STATE UNIVERSITY-continued

Exhibit 4

ARTICLE 5

5.1. Termination of Director for Cause. The University may, in its discretion, suspend Director from some or all of his duties, temporarily or permanently, and with or without pay; reassign Director 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 Director 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 Director's duties under this agreement or the refusal or unwillingness of Director to perform such duties in good faith and to the best of Director's abilities;
- b) The failure of Director 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 Director 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 Director at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Director from duty without the University's consent;
- e) Any conduct of Director that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its programs;
- f) The failure of Director to represent the University and its programs positively in public and private forums;

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Exhibit 4

- g) The failure of Director 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 Director 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 Director's employees for whom Director is administratively responsible, or a member of any team in the Program; 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 Director's employees for whom Director is administratively responsible, or a member of any team in the Program if Director 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 President or his designee shall provide Director 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. Director shall then have an opportunity to respond. After Director responds or fails to respond, University shall notify Director 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 Director, 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. ~~Provided, however, that the supplemental pay in section 4 of the attached addendum shall be paid to the Director as set forth in said section 4.~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 4

5.1.4 If found in violation of NCAA regulations, Director 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 Director was employed.

5.2. Termination of Director 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 Director.

5.2.2. In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Director, as liquidated damages and not a penalty, the salary set forth in section 2 of the attached addendum, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Director obtains reasonably comparable employment, whichever occurs first. In addition, the Director 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 Director obtains reasonably comparable employment, whichever occurs first. Director 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 Director may lose certain benefits 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 Director shall constitute adequate and reasonable compensation to Director for the damages and injury suffered by Director because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.~~

5.3. Termination by Director for Convenience.

5.3.1. The Director recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Director 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 4

5.3.2. The Director, 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 Director 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 Director 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 June 19, 2005, the sum of \$12,500; (b) if the Agreement is terminated between June 20, 2005 and June 19, 2006, the sum of \$8,500; (c) if the Agreement is terminated between June 20, 2006 and June 18, 2007 inclusive, the sum of \$4,500. 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 of 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 Director, in addition to potentially increased compensation costs if he 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 Director 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 Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Director terminates this Agreement because of a material breach by the University.

5.3.5. Except as provide elsewhere in this Agreement, if Director 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 Director.

5.4.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Director 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 Director, or dies.

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Exhibit 4

5.4.2. If this Agreement is terminated because of Director's death, Director's salary and all other benefits shall terminate as of the last day worked, except that the Director's personal representative or other designated beneficiary shall be paid all compensation due ~~(including any payments due under the supplemental pay of section 4 of the attached addendum)~~ 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 Director's estate or beneficiaries thereunder.

5.4.3. If this Agreement is terminated because the Director 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 Director, all salary and other benefits shall terminate, except that the Director 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 Director. In the event of termination, suspension, or reassignment, Director agrees that he will not interfere with the University's Departmental personnel or student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate s program.

5.6. No Liability. The University shall not be liable to Director 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 Director, regardless of the circumstances.

5.7. Waiver of Rights. Because the Director 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 Director, or terminates this Agreement for good or adequate cause or for convenience, Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and its Governing Policies and Procedures Manual, and the University Faculty and Staff Handbook.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 4

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved by 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 and the President; 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 Director by the University or developed by Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Director'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, Director shall immediately cause any such personal property, materials, and articles of information in his possession or control, including the vehicle provided through the Courtesy Car Program, to be delivered to the President.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY-continued

Exhibit 4

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 Director hereby consents and agrees that this document may be released and made available to the public after it is signed by the Director. The Director 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:

University President
Campus Box 8310
Idaho State University
Pocatello, ID 83209-8310

with a copy to: General Counsel
Campus Box 8410
Idaho State University
Pocatello, ID 83209-8410

the Director: Jim Senter
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Exhibit 4

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 Director 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 Director acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has not relied upon the advice of any legal counsel acting on behalf of the University. 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

DIRECTOR

RICHARD L. BOWEN Date

JIM SENTER Date

Approved by the State Board of Education on the ____ day of _____, 20__.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for approval for deleted position, position with a salary equal to/greater than 75% of the Chief Executive Officer base salary, an athletic contract extension and an athletic three-year appointment.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.B.3 and H.1

BACKGROUND

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

DISCUSSION

The University of Idaho is requesting approval for:

- One (1) deleted position (1.0 FTE) supported by non-appropriated funds,
- One (1) position (1.0 FTE) with a salary equal to/greater than 75% of the Chief Executive Officer base salary, supported by appropriated funds,
- A contract extension (1.0 FTE) of the Women's Head Basketball Coach (see Exhibit 1) supported by appropriated funds,
- A three-year appointment (1.0 FTE) of the Athletic Director (see Exhibit 2) supported by appropriated funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The requests have been reviewed and are consistent with Board policy. The university has provided a "red-line" version of the contract for the athletic director. The effective date for the Ecohydraulics position is prior to the August Board meeting. Institutional representatives will be available to discuss this situation. The contract for the Athletic Director was effective prior to the August Board meeting, but language in that contract makes the contract effective contingent upon Board approval.

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

BOARD ACTIONS

1. A motion to approve the request by University of Idaho to delete one position (1.0 FTE); and to appoint Peter Goodwin as Director of the Ecohydraulics Research Center and DeVlieg Presidential Professor of Hydraulics at a salary equal to or greater than 75% of the chief executive officer's base salary.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

2. A motion to approve the request by University of Idaho for a multi-year employment agreement for the Women's Head Basketball Coach (1.0 FTE), Mike Divilbiss, supported by state funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

3. A motion to approve the request by University of Idaho for a multi-year employment agreement for the Director of Athletics (1.0 FTE), Rob Spear, supported by state funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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

DELETED POSITIONS

Position Title	Director, UI Press (5580)
Type of Position	NFE
FTE	1.0
Term of Appointment	12 months
Effective Date	June 19, 2004
Salary Range	\$50,003.20
Funding Source	Non-appropriated Funds
Area/Department of Assignment	Vice Provost for Academic and Student Affairs
Justification	Program Elimination

**SALARY EQUAL TO/GREATER THAN 75% OF
CHIEF EXECUTIVE OFFICER BASE SALARY**

Peter Goodwin	Director, Ecohydraulics Research Center and DeVlieg Presidential Professor of Ecohydraulics
FTE	1.0
Term of Appointment	11 months
Effective Date	July 1, 2004
Annual Salary	\$134,992.00
Funding Source	Appropriated Funds
Area/Department of Assignment	College of Engineering
Justification	Responsible for brining the Center to the forefront of international research in the field of ecohydraulics and related studies; working with water interests in the state; and expanding and maintaining an industry/governmental/university partnership program

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Exhibit 1

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

Mike Divilbiss	(Exhibit 1)
Position Title	Women's Head Basketball Coach
FTE	1.0
Term	48 months
Term of Contract	August 15, 2004-August 15, 2008
Annual Salary	\$80,017.60
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; \$10,000 per year for media and public appearance; 1/13 of salary if championship and NCAA tournament eligibility is achieved; 1/13 of salary if team is ranked in top 25 in any published national final poll; 1/13 of salary based on the academic achievement and behavior of team; \$5,000 each year the coach is named Conference Coach of the Year.
Justification	Contract Extension

1	MIKE DIVILBISS, HEAD WOMEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT		
2	MODEL CONTRACT SECTION	UI CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
3	3.1 Regular Compensation	3.2 Regular Compensation; language added	Language indicates Coach may be subject to temporary furlough.
4	3.2 Supplemental Compensation	3.2 Supplemental Compensation; language added	Language indicates media payment is contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25.
5	3.2 Supplemental Compensation	3.2.3 Supplemental Compensation; language added	Language includes supplemental compensation if the Coach is named Conference Coach of the Year.
6	3.2 Supplemental Compensation	3.2.5 Supplemental Compensation; language added	Language includes payment to Coach for youth basektball campus, less \$500 and after all claims, insurance and expenses have been paid.
7	5.3 Termination by Coach for onvenience	5.3.3 Termination by Coach for Convenience; language modified	Language changes liquidated damages to \$20,000, \$15,000, \$10,000, and \$5,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 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 Mike Divilbiss (Coach).

ARTICLE 1

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

1.2. 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 3.2.7~~6~~ shall cease.

ARTICLE 2

Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on August 15, 2004 ~~April 10, 2003~~ and terminating, without further notice to Coach, on August 15, 2008 ~~April 9, 2007~~ unless sooner terminated in accordance with other provisions of this Agreement

2.1. 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
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

Exhibit 1

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 \$80,017.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and 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.

Coach understands and agrees that University is in the process of reviewing and clarifying policies and procedures regarding leave without pay, or temporary furlough, when warranted by financial conditions. If leave without pay or temporary furlough were imposed, coach's actual salary would be lower than the annual salary set forth in Paragraph 3.1.1 (a) above. In no event would mandatory leave without pay or temporary furlough exceed fifteen (15) days per year.

3.2 Supplemental Compensation

3.2.1. 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 women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's ~~A~~annual ~~S~~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.

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

Exhibit 1

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate women's basketball teams and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13~~26~~) 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.

3.2.3 Each year coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay coach any such supplemental compensation.

3.2.~~4~~3 Each year Coach shall be eligible to receive supplemental compensation in an amount up equal to one-thirteenth (1/13~~26~~) of Coach's Annual Salary based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied 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.~~5~~4 The Coach shall receive the sum of \$10,000 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 women's basketball game, and one-half shall be paid no later than two weeks after the last regular season women's basketball 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

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

Exhibit 1

competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to her~~her~~^{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 her~~her~~^{his} services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2. ~~65~~ 66 Coach agrees that the University has the exclusive right to operate youth basketball 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 youth basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth basketball camps, the University shall pay Coach the remaining income from the youth basketball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

3.2. ~~76~~ 77 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

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

Exhibit 1

the right to decline such appearances as Coach reasonably determines to conflict with or hinder ~~her~~his duties and obligations as head women's basketball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

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

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

Exhibit 1

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 women's basketball 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.

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.

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

Exhibit 1

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:

- 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;

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

Exhibit 1

- 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.

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

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

Exhibit 1

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~~his health insurance plan and group life insurance as if ~~heshe~~ 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 ~~her~~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.

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

Exhibit 1

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that ~~her~~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 ~~her~~his employment by entering into this Agreement and that its investment would be lost were ~~he~~she to resign or otherwise terminate ~~her~~his employment with the University before the end of the contract term.

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before ~~April 9~~August 15, 2005, the sum of \$20,000.00; (b) if the Agreement is terminated between ~~April 10~~August 16 ~~April 10~~, 2005 and ~~August 15~~ April 9, 2006 inclusive, the sum of \$15,000.00; (c) if the Agreement is terminated between ~~August 16~~ April 10, 2006 and ~~August 15~~ April 9, 2007 inclusive, the sum of ~~\$10,000.00~~20,000.00; (d) if the Agreement is terminated between ~~August 16~~ April 10, 2007 and ~~August 15~~ April 9, 2008 inclusive, the sum of ~~\$5,000.00~~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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO - continued

Exhibit 1

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 unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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~~ 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.

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 1

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.

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.

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

Exhibit 1

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~~^{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-(College): Director of Athletics
 University of Idaho
 P.O. Box 442302
 Moscow, Idaho 83844-2302

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

the Coach: Mike Divilbiss
 Last known address on file with
 University's Human Resource Services

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Exhibit 1

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 ~~her~~his official University duties.

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

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

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that ~~he~~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 (COLLEGE)

COACH

Timothy P. White ~~Gary Michael~~, President Date

Mike Divilbiss, Date

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

Exhibit 2

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Rob Spear	Exhibit 2
Position Title	Director of Athletics
FTE	1.0
Term	40 months
Term of Contract	February 2, 2004-June 30, 2007
Proposed Annual Salary	\$130,000.00
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; \$5,000 per year for media and public appearance,
Justification	Three-year appointment

1 ROB SPEAR, DIRECTOR OF ATHLETICS - MULTI-YEAR CONTRACT CHANGES			
2	MODEL CONTRACT SECTION	UI CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
3	1.3 Duties	1.3 Reassignment; language modified	Language specifies that the University give 14 days' notice prior to reassignment during contract period.
4	2.1 Term	2.2 Reassignment after Expiration of Term; language added	Language provides that upon expiration of the contract or termination by University for convenience, Director will be reassigned to another position within the University. Reassignment would not occur if the contract is terminated by Director, if the contract is terminated for cause, if contract is terminated due to Director's death or disability, or if Director's performance has been unsatisfactory.
5	3.1 Regular Compensation	3.2 Regular Compensation; language added	Language indicates Director may be subject to temporary furlough.
6	3.2 Supplemental Compensation	3.2 Supplemental Compensation; language added	Language indicates media payment is contingent on Director's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25.
7	3.2.3 Supplemental Compensation	3.2.3-3.2.6 Supplemental Compensation; language deleted	Language deleted related to conference championship, poll ranking, academic achievement, program development and summer camps compensation.
8	3.4 Professional Development Opportunity	3.4 Professional Development Opportunity; language added	Language states that each year the University would fund at least one mutually agreeable professional development opportunity for Director in the area of university advancement and fundraising.
9	4.2 Specific Duties and Responsibilities	4.2.1-4.2.4 Director's Specific Duties and Responsibilities; language modified	Language outlines duties and responsibilities of the Director of Athletics.
10	5.1 Termination of Director for Cause	5.1.1 Termination of Director for Cause; language added	Language outlines cause for suspension, reassignment or termination.
11	5.2 Termination of Coach for Convenience of University	5.2 Termination of Coach for Convenience of University; language modified	Language provides that if the University terminates Director for University's convenience, Director will be reassigned pursuant to Paragraph 2.2 and would not be paid for the remainder of the contract
12	5.3 Termination by Director for Convenience	5.3.3 Termination by Director for Convenience; language modified	Language reduces amount of liquidated damages Director must pay if he terminates for convenience. Payment would be required only if Director left the University for another Athletic Director position.

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INSTITUTION / AGENCY AGENDA
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Exhibit 2

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the Regents of the University of Idaho (University) and Rob Spear (Director).

(University (College), and _____
(Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~University (College)~~ shall employ Director as the director of its intercollegiate athletics program (Program. Director's title shall be "Director of Athletics." Director Coach as the head coach of its intercollegiate (Sport) team (Team). Coach represents and warrants that Director ~~Coach~~ is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Director shall report and be responsible directly to the University's President or the President's designee (collectively "President"). Director shall abide by the reasonable instructions of the President and shall confer with the President on all major administrative matters. ~~Coach shall report and be responsible directly to the (College)'s Director of Athletics (upon 14 days, 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 (College)'s President (President).~~

1.3. Duties. Director ~~Coach~~ shall manage and supervise the Program ~~Team~~ and shall perform such other duties in relation to the Program or the University as the President ~~(College)'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (College) shall have the right, at any time upon 14 days written notice to reassign Director~~ ~~Coach~~ to duties at the University ~~(College)~~ other than as Director ~~Coach~~ of the Program, ~~Team~~ provided that Director's ~~Coach's~~ compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through (Depending on supplemental pay provisions used) shall cease.

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INSTITUTION / AGENCY AGENDA
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Exhibit 2

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on February 1, 2004 and terminating, without further notice to Director on June 30, 2007, of _____ (___) years, commencing on _____ and terminating, without further notice to Coach, on _____ unless sooner terminated in accordance with other provisions of this Agreement.

2.2 Reassignment After Expiration of Term. Upon expiration of the term of this Agreement, or upon termination of this Agreement by University for convenience as states in Paragraph 5.2, the University will reassign Director to another position within the University commensurate with Director's skills, education, and experience and at a salary commensurate with the salary Director would have received had he remained in his position of Assistant Dean for Administrative Services in the College of Agricultural and Life Sciences. After reassignment, Director's employment will be subject to all University and Regents policies and procedures generally applicable to employees of the same classification. This paragraph 2.2 will not apply if (1) this Agreement is terminated by Director prior to the expiration of the Agreement term; (2) this Agreement is terminated by the University for adequate cause, as defined in section 5.1 of this Agreement; (3) this Agreement is terminated due to death or disability or Director as provided in Section 5.4; or (4) in the event the University determines that Director's performance under this Agreement has been unsatisfactory.

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

ARTICLE 3

3.1 Regular Compensation.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO - continued

Exhibit 2

- a) An annual salary of \$130,000.00_____ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, including but not limited to any additional lag in payroll that may be implemented for FY05 or beyond, and such salary increases as may be determined appropriate by the Director and President and approved by the University's ~~(College)'s~~ Board of Regents ~~(Regents or Trustees)~~_____;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's ~~(College)'s~~ Department of Athletics (Department) provides generally to its employees of a comparable level. ~~Coach~~ Director hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Director understands and agrees that the University is in the process of reviewing and clarifying policies and procedures regarding leave without pay, or temporary furlough, when warranted by financial conditions. If leave without pay or temporary furlough were imposed, Director's actual salary would be lower than the annual salary set forth in Paragraph 3.1.1 (a) above. In no event would mandatory leave without pay or temporary furlough exceed fifteen (15) days per year.

3.2 Supplemental Compensation. The Director shall receive the sum of \$5,000.00 from the University or the University's designated media outlet(s) or a combination thereof each University fiscal year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively "Appearances"). Director's right to receive such a payment shall vest on January 1st of each fiscal year of this Agreement and is expressly contingent on Director's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. This sum shall be paid in one lump sum after January 1st of each year. Agreements requiring the Director to participate in Appearances 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 Director. Director agrees to cooperate with the University in order for the Appearances to be successful and agrees to provide his services to and perform on the Appearances and to cooperate in their production, broadcasting, and telecasting.

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Exhibit 2

~~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 or post season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) 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 (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

~~3five equal installments on the regular paydays of the University beginning with the first full pay period 3~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) 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.~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO - continued

Exhibit 2

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) 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 (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~
~~,2004, 2004,~~

~~3.2.6 **(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth (Sport) camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'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 (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

~~**(SUMMER CAMP OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

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UNIVERSITY OF IDAHO - continued

Exhibit 2

- ~~b) — The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) — Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) — The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) — The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) — The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) — Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) — The Coach or the private enterprise 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;~~
- ~~i) — To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

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Exhibit 2

j) ~~All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) 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 (College) shall be released from all obligations relating thereto.~~

3.2.7 Director Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Director Coach, during official practices and games and during times when Director or Program participants Coach or the Team are being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Director Coach recognizes that the University (College) is negotiating or has entered into an agreement with Adidas (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Director Coach agrees that, upon the University's (College's) reasonable request, Director Coach will consult with appropriate parties concerning an Adidas (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas (Company Name), 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 (College). Notwithstanding the foregoing sentence, Director Coach shall retain the right to decline such appearances as Director Coach reasonably determines to conflict with or hinder his duties and obligations as Director Coach. In order to avoid entering into an agreement with a competitor of Adidas (Company Name), Director Coach shall submit all outside consulting agreements to the President University (College) for review and approval prior to execution. Director Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules and University (College) and Board of Regents policy. Director Coach further agrees that Director Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 2

3.4 Professional Development Opportunity. During the period of February 1 through August 1 of each year of this Agreement, University agrees to fund at least one mutually agreeable continuing professional development opportunity for Director in the area of university advancement and fund raising.

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

ARTICLE 4

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

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

4.2.2. Develop and implement programs and procedures with respect to the management and operation of the Department and the management, performance, evaluation, recruitment, and training of Department personnel;

4.2.3. Observe and uphold all academic standards, requirements, and policies of the University and work with Department personnel to encourage Program participants to perform to their highest academic potential and to graduate in a timely manner;

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

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

Exhibit 2

Director Coach shall cooperate fully with the University (College) and Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty-Staff Handbook; University (College)'s Handbook (c) University's Administrative Procedures Manual; University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the conferences of which the University is a member.

~~4.2 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:~~

~~, including but not limited to any such violation which may have occurred during the employment of Director at another NCAA or NAIA member institution~~

~~4.2.1 Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;~~

~~4.2.2 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;~~

~~4.2.3 Observe and uphold all academic standards, requirements, and policies of the University (College) and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and~~

4.3 Outside Activities. Director Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Director Coach from devoting Director's Coach's full time and best efforts to the performance of Director's Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic or the Program. Subject to the terms and conditions of this Agreement, Director Coach may, with the prior written approval of the President, enter into separate arrangements for outside activities and endorsements which are consistent with Director's Coach's obligations under this Agreement. Director Coach may not use the University's (College'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
UNIVERSITY OF IDAHO - continued

Exhibit 2

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

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

4.5 Scheduling. ~~Director Coach~~ shall be responsible for ~~consult with,~~ and may make recommendations to, the ~~Director or the Director's designee~~ with respect to the scheduling of athletic games and events but shall consult with the President as the President requests. ~~Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

4.6 Other Coaching Opportunities. ~~Director Coach~~ shall not, under any circumstances, interview for, negotiate for, or accept employment as a director of athletics 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 President. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of ~~Director Coach~~ for Cause. The ~~University (College)~~ may, in its discretion, suspend ~~Director Coach~~ from some or all of ~~Director's Coach's~~ duties, temporarily or permanently, and with or without pay; reassign ~~Director Coach~~ to other duties; 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 2

5.1.1 In addition to the definitions contained in the applicable policies, rules and regulations of the University, the University's governing board, the conference, or the NCAA, University and Director University (College) 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 Director's duties under this agreement or the refusal or unwillingness of Director to perform such duties in good faith and to the best of Director's abilities;
- b) The failure of Director to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation, as determined by the University, by Director of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA;
- d) Ten (10) working days' absence of Director from duty without the University's consent;
- e) Any conduct of Director 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 Director to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Director 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 Director 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 any Department employee, any other employees for whom Director is administratively responsible, or a Participant in the Program; or

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 2

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 any employees for whom Director is administratively responsible, or a Participant in the Program if Director 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 (College) and Coach as follows: before the effective date of the suspension, reassignment, or termination, the President ~~Director~~ shall provide Director ~~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. Director ~~Coach~~ shall then have an opportunity to respond. After Director ~~Coach~~ responds or fails to respond, University (College) shall notify Director ~~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 (College's) obligation to provide compensation and benefits to Director ~~Coach~~, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University (College) shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA (NAIA) regulations, Director ~~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 (College) or at previous institutions at which the Coach was employed.~~

5.2 Termination of Director for Convenience of University. 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 Director. In the event of termination by University for convenience, Director will be reassigned as provided in Paragraph 2.2 of this Agreement.

~~5.2 Termination of Coach for Convenience of University (College).~~

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

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UNIVERSITY OF IDAHO - continued

Exhibit 2

~~5.2.2 In the event that University (College) terminates this Agreement for its own convenience, University (College) 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 (College) 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 (College) 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 (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) 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 (College). The liquidated damages are not, and shall not be construed to be, a penalty.~~

5.3 Termination by Director Coach for Convenience.

5.3.1 The Director Coach recognizes that his promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. The Director Coach also recognizes that the University (College) 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 (College) before the end of the contract term.

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

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

Exhibit 2

5.3.3 If the Director 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 Director terminates this Agreement for his convenience and accepts a position as athletic director at another institution within six (6) months of termination of this Agreement, 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 \$5,000.00; (b) if the Agreement is terminated between February 1, 2005 and January 31, 2006 inclusive, the sum of \$2,500.00; (c) if the Agreement is terminated between February 1, 2006 and January 31, 2007 inclusive, the sum of \$2,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

~~5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) 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 (College), 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 _____, the sum of \$30,000.00; (b) if the Agreement is terminated between _____ and _____ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between _____ and _____ inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.~~

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

5.3.5 Except as provide elsewhere in this Agreement, if Director ~~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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO - continued

Exhibit 2

5.4 Termination due to Disability or Death of Director Coach.

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

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

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

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

5.6 No Liability. The University (College) shall not be liable to Director 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 Director Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Director 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 (College) suspends or reassigns Director Coach, or terminates this Agreement for good or adequate cause or for convenience, Director Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provide

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UNIVERSITY OF IDAHO - continued

Exhibit 2

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 (College)'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 (College)'s Board of Regents (Regents or Trustees) and the President-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 (Regents or Trustees) and University's (College)'s rules regarding financial exigency.

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

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Exhibit 2

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

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

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

6.9 Confidentiality. The Director ~~Coach~~ hereby consents and agrees that this document may be released and made available to the public after it is signed by the Director ~~Coach~~. The Director ~~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 ~~(College)'s~~ sole discretion.

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

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004**

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

Exhibit 2

with a copy to: Office of University Counsel
 University of Idaho
 P.O. Box 443158
 Moscow, ID 83844-3158
 Phone: (208) 885-6125
 Fax: (208) 885-8931

the Director: Rob Spear

the University (College): Director of Athletics

with a copy to: President

the Coach:

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

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

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

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

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

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

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

Exhibit 2

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

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

UNIVERSITY (COLLEGE)

COACH

Gary G. Michael, President Date

Date

Approved by the Board of Regents ~~(Regents or Trustees)~~ on the ____ day of _____, 2000.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

SUBJECT

A request by Lewis-Clark State College for approval of new positions, changes in positions, and a non-delegated appointment.

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:

- Eight (8) new positions (7.5 FTE) supported by appropriated and grant funds,
- One (1) decrease in FTE (from 1.0 to .48 FTE), supported by appropriated funds;
- Three (3) salary increases (from 2.75 to 2.83 FTE), supported by appropriated, grant and local funds
- To appoint Ronald E. Smith as Vice President for Administrative Services at a salary equal to or greater than 75% of the president's base salary.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The requests have been reviewed and are consistent with Board policy. Several of the positions are to accommodate increased enrollment; additional state, federal or local grant revenues fund the positions. The effective date for several positions is before the August Board meeting. Institutional representatives will be present to discuss this situation.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College for eight new positions (7.5 FTE); one (1) decrease in FTE (.48 FTE), three salary increases (2.83 FTE), and to appoint Ronald E. Smith as Vice President for Administrative Services at a salary equal to or greater than 75% of the president's base salary.

Moved _____ Seconded _____ Carried Yes ____ No ____

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

NEW POSITIONS
INSTRUCTIONAL

Position Title	Assistant Professor
Type of Position	Exempt
FTE	1.0
Term of Appointment	9 months
Effective Date	08/16/04
Salary Range	\$40,000
Funding Source	State Appropriated funds
Area/Department of Assignment	Business Division
Duties and Responsibilities	Teach business classes; advise students; other duties as assigned by Chair
Justification of Position	Program growth

Position Title	Assistant Professor
Type of Position	Exempt
FTE	1.0
Term of Appointment	9 months
Effective Date	08/16/04
Salary Range	\$33,000
Funding Source	State Appropriated funds
Area/Department of Assignment	Humanities Division
Duties and Responsibilities	Teach communications classes; advise students; other duties as assigned by Chair
Justification of Position	Program growth

Position Title	Lecturer
Type of Position	Exempt
FTE	1.0
Term of Appointment	9 months
Effective Date	08/16/04
Salary Range	\$30,000
Funding Source	State Appropriated funds
Area/Department of Assignment	Social Sciences Division
Duties and Responsibilities	Teach anthropology classes; advise students; committee work and other duties as assigned by Chair
Justification of Position	Program growth

BUSINESS AFFAIRS AND HUMAN RESOURCES
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LEWIS-CLARK STATE COLLEGE – continued

Position Title	Assistant Professor
Type of Position	Exempt
FTE	0.5
Term of Appointment	10 months
Effective Date	08/16/04
Salary Range	\$18,500
Funding Source	Title IV-E Child Welfare Grant funds
Area/Department of Assignment	Social Work
Duties and Responsibilities	Teach child welfare course; field instruction/supervision; monitor Title IV-E student stipends; advise students and participate on faculty committees
Justification of Position	Provide support to Idaho Dept. of Health & Welfare Child Welfare Title IV-E Program

ACADEMIC

Position Title	Foster/Pre-Adopt Training Coordinator
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	08/15/04
Salary Range	\$45,697
Funding Source	Title IV-E Child Welfare Grant funds
Area/Department of Assignment	Social Work
Duties and Responsibilities	Training/instruction in foster parent training curriculum; staff development and additional training of trainers; student advising; participation on faculty committees.
Justification of Position	Provide support to Idaho Dept. of Health & Welfare Child Welfare Title IV-E Program

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INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE – continued

OTHER

Position Title	Program Assistant
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	08/18/04
Salary Range	\$31,800
Funding Source	State Appropriated funds
Area/Department of Assignment	Education Division
Duties and Responsibilities	Support PACE program through student file processing, data management, technical support, and financial analysis and recordkeeping
Justification of Position	Growth in PACE program

Position Title	Program Assistant
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	8/18/04
Salary Range	\$32,000
Funding Source	State Appropriated funds
Area/Department of Assignment	Community Programs – Coeur d’Alene
Duties and Responsibilities	Assist director and assistant director in planning/ implementing special events, facilitating recruitment and retention for the CD’A campus; provide website maintenance; develop alumni activities and community relations to promote the partnership between LCSC and NIC.
Justification of Position	Substantial program and student growth

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

Position Title	Laboratory Stockroom Supervisor
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	08/16/04
Salary Range	\$32,000
Funding Source	State Appropriated funds
Area/Department of Assignment	Natural Science Division
Duties and Responsibilities	Organize and inventory chemistry and biology stockroom; prepare chemicals and materials for lab experiments; maintain instruments and computers; supervise student assistants; possible lab instruction, safety and waste disposal
Justification of Position	Need maintenance and organization of science laboratories

CHANGES IN POSITIONS
ADMINISTRATIVE

Position Title	Director, Recruitment & Retention <u>and</u> Interim Dean of Student Services
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	7/01/04
Salary Range	Increase 22% to \$55,012
Funding Source	State Appropriated funds
Area/Department of Assignment	Student Services
Justification of Position	Enhanced duties to current position as a result of institutional reorganization and restructuring

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12-13, 2004

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE – continued

ACADEMIC

Position Title	Teaching Assistant
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	7/01/04
Salary Range	Increase 60% to \$31,720
Funding Source	Grant funds
Area/Department of Assignment	College Advancement
Justification of Position	Reduction in FTE resulted in permanent salary savings of \$20,822

OTHER

Position Title	Alumni Relations Officer
Type of Position	Exempt
FTE	Change from 1.0 to 0.48 FTE
Term of Appointment	12 months
Effective Date	7/01/04
Salary Range	\$16,181
Funding Source	State Appropriated funds
Area/Department of Assignment	College Advancement
Justification of Position	Reduction in FTE resulted in permanent salary savings of \$20,822

Position Title	Counselor
Type of Position	Exempt
FTE	Change from 0.75 to 0.83 FTE
Term of Appointment	10 months
Effective Date	7/01/04
Salary Range	Increase 31.7% to \$35,600
Funding Source	Local funds
Area/Department of Assignment	Student Life
Justification of Position	Market adjustment

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

SALARY EQUAL TO/GREATER THAN 75% OF CHIEF EXECUTIVE OFFICER BASE SALARY

Ronald E. Smith	
Position Title	Vice President for Administrative Services
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	8/16/04
Salary Range	\$102,000
Funding Source	State Appropriated funds
Area/Department of Assignment	Office of Administrative Services
Duties and Responsibilities	Responsible for the financial and administrative operations of campus; provide leadership and direction of budget, institutional and capital planning, and risk management. Serves as chief financial officer and bursar of the institution.
Justification of Position	Replacement for previous administrator

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